Monterey County

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

Meeting Agenda

Tuesday, January 26, 2021

9:00 AM

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

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

Board of Supervisors

Chair Supervisor Wendy Root Askew - District 4
Vice Chair Supervisor Mary L. Adams - District 5
Supervisor Luis A. Alejo - District 1
Supervisor John M. Phillips - District 2
Supervisor Chris Lopez - District 3

Important Notice Regarding COVID 19

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

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

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

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

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

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

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

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

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

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

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

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

Aviso importante sobre COVID 19

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ALTERNATE AGENDA FORMATS: If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals with a disability requiring a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may make these requests to the Clerk of the Board Office.
CEREMONIAL/APPOINTMENTS/OTHER BOARD MATTERS: These items may include significant financial and administrative actions, and items of special interest, usually approved by majority vote for each program. The regular calendar also includes "Scheduled Items," which are noticed hearings and public hearings.
CONSENT CALENDAR: These matters include routine financial and administrative actions, appear in the supplemental section by program areas, and are usually approved by majority vote.
TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA: Walk to the podium and wait for recognition by the Chair. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chair, with equal time allocated to opposing sides of an issue insofar as possible. Allocated time may not be reserved or granted to others, except as permitted by the Chair. On matters for which a public hearing is required, please note that a court challenge to the Board's action may be limited to only those issues raised at the public hearing or in correspondence delivered to the Board at or before the public hearing.
TO ADDRESS THE BOARD DURING PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item and may comment when the Chair calls for general public comment for items that are not on the day's agenda. The timing of public comment shall be at the discretion of the Chair.
DOCUMENT DISTRIBUTION: Documents related to agenda items that are distributed to the Board less than 72 hours prior to the meeting shall be available for public inspection at the Clerk of the Board Office, 168 W. Alisal Street, 1st Floor, Salinas, CA. Documents distributed to the Board at the meeting by County staff will be available at the meeting; documents distributed to the Board by members of the public shall be made available after the meeting.
INTERPRETATION SERVICE POLICY: The Monterey County Board of Supervisors invites and encourages the participation of Monterey County residents at its meetings. If you require the assistance of an interpreter, please contact the Clerk of the Board located in the Monterey County Government Center, 168 W. Alisal St., Salinas - or by phone at (831) 755-5066. The Clerk will make every effort to accommodate requests for interpreter assistance. Requests should be made as soon as possible, and at a minimum 24 hours in advance of any meeting of the Board of Supervisors.
La Cámara de Supervisores del Condado de Monterey invita y apoya la participación de los residentes del Condado de Monterey en sus reuniones. Si usted requiere la asistencia de un 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.

9:00 A.M. - Called to Order

Roll Called

Additions and Corrections for Closed Session by County Counsel

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

Closed Session

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

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

b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
(1) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado
Employee Organization(s): All Units
(2) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado
Employee Organization(s): Units J and F
(3) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado
Employee Organization(s): Unit R
(4) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado
Employee Organization(s): Unit S

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

d. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) Keweah Delta Health Care District, et al. v. Azar (U.S. District Court for the Central District of California Case No. 2:20-cv-06564-CMB)
(2) Vista Nadura, LLC v. County of Monterey Resource Management Agency, et al. (Monterey County Superior Court Case no. 20CV003534)

e. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:
(1) Property: 259-261-003-000, 259-261-004-000 and 259-261-005-000
Agency Negotiator(s): County Counsel
Negotiating Parties: Don Chapin Company
Under negotiation: Price and terms

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

Public Comment

The Board Recessed for Closed Session Agenda Items

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

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

Roll Called

Pledge of Allegiance

Additions and Corrections by Clerk

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

Consent Calendar- (See Supplemental Sheet)

2. Approval of Consent Calendar Items No. 27 through 54.

Ceremonial Resolutions

3. Adopt a Resolution commending Carl P. Holm, Director of Housing and Community Development, on his retirement with 19 years of dedicated public service to the residents of Monterey County and 32 years of dedicated public service to the residents of the State of California. (Full Board - Supervisor Askew)

Attachments: Ceremonial Resolution - Carl P. Holm

4. Adopt Resolution commending Elvia Arellano upon her retirement from forty years of public service with the Monterey County Sheriff's Office (Full Board - Supervisor Askew)

Attachments: Ceremonial Resolution - Elvia Arellano

5. Resolution Commending Crime Prevention Specialist Donna Galletti upon her retirement after 23 years of service with the Monterey County Sheriff's Office. (Full Board- Supervisor Askew)

Attachments: Ceremonial Resolution - Donna Galletti

6. Adopt Resolution commending Supervising Forensic Evidence Technician Victor Lurz upon his retirement from thirty-six years of public service with the Monterey County Sheriff's Office. (Full board - Supervisor Askew)

Attachments: Ceremonial Resolution - Victor Lurz

7. Resolution Celebrating the 50th Anniversary of the Landmark Education and Civil Rights Case of Diana v. California State Board of Education that Ended the Use of Discriminatory IQ Tests in California Public Schools. (Full Board - Supervisor Alejo)

Attachments: Ceremonial Resolution - Diana V. Ca State Board of Eduation

8. Resolution recognizing Salinas City Councilmember Scott Davis (Ret.) for his many years of public service. (Full Board - Supervisor Alejo)

Attachments: Ceremonial Resolution Scott Davis

9. Adopt resolution honoring Office Assistant II Benny Espiritu upon his retirement from the Monterey County Probation Department after more than 23 years of dedicated County service. (Full Board - Supervisor Askew)

Attachments: Ceremonial Resolution - Benny Espiritu

Appointments

10. Reappoint Sheila Lee Prader to the Monterey County Historic Resources Review Board, with a term ending date of December 31, 2023. (Supervisor Phillips)

Attachments: Notification to clerk of appt – Sheila L Prader

11. Reappoint Richard Hughett to the Monterey County Fish and Game Advisory Commission, with a term ending date of December 31, 2023. (Supervisor Alejo)

Attachments: Notification to clerk of appointment - Richard Hughett

12. Reappoint John Sargenti to the Fish and Game Advisory Commission, with a term ending date of January 1, 2024. (Supervisor Phillips)

Attachments: Notification to clerk of appointment - John Sargenti

13. Appoint Fernando Elizondo to the To the Natividad Medical Center of Trustees, with a term ending date of January 26, 2024. (full board)

Attachments: Notification to clerk of appt – Fernando Elizondo
Resume

14. Appointment Simon Salinas to the Natividad Medical Center of Trustees, with a term ending date of January 26, 2022. (full board)

Attachments: Notification to clerk of appt – Simon Salinas
Resume

15. Appointment Manuel Osorio to the To the Natividad Medical Center of Trustees, with a term ending date of January 26, 2022. (full board)

Attachments: Notification to clerk of appt – Manuel Osorio
Resume

16. Appointment Manny Gonzalez to the To the Natividad Medical Center of Trustees, with a term ending date of January 26, 2022. (full board)

Attachments: Notification to clerk of appt - Manny Gonzalez
Resume

16.1 Appoint Monica Hale to the Commission on the Status of Woman, with a term ending date of February 1, 2023. (Supervisor Phillips) (ADDED VIA SUPPLEMENTAL)

Attachments: Notification to clerk of appt – Hale

Other Board Matters

17. Board Comments

18. County Administration Officer Comments and Referrals

Attachments: Referrals 1-26-21

19. General Public Comments

10:30 A.M. - Scheduled Matters

20. Adopt Resolution approving the November 2020 revision of the County of Monterey Emergency Operations Plan and September 2020 Plan Annex N - Family Assistance Plan in accordance with Chapter 2.68.080 and 2.68.0404 of the County Code.

Attachments: Board Report EOP Annex N approval
012621 Board Resolution 2021 EOP Revision and Family Assistance Annex
2021 Monterey County OES_EOP
2021 Monterey County OES_EOP Annex N Family Assistance
2021-01-26 BOS Presentations (EOP FAC)
Completed Board Order Item No. 20

12:00 P.M. - Recessed to Lunch

1:30 P.M. - Reconvened

Roll Called

1:30 P.M. - Scheduled Matters

21. 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

Attachments: Completed Board Order Item No. 21

22. Consider recommendations from the Legislative Committee to:
a. Adopt the 2021-2022 Legislative Program;
b. Adopt policies governing legislative activities;
c. Adopt the 2021 Strategic Grant Services Program;
d. Adopt policies governing Strategic Grant Services Program activities;
e. Receive an annual report from Ballard Spahr LLP, the County's federal legislative advocate;
f. Receive an annual report from Nossaman LLP, the County's state legislative advocate; and
g. Receive an annual report from Nossaman LLP, the County's grant consultant.

Attachments: Board Report
EXHIBIT A - 2021-22 Legislative Program
EXHIBIT B - Policies Governing Legislative Activities
EXHIBIT C - 2021 Strategic Grant Services Program
EXHIBIT D - Policies Strategic Grant Services Program
EXHIBIT E - 2020 Federal Report
EXHIBIT F - 2020 State Report
EXHIBIT G - 2020 Grants Report
EXHIBIT H - 2021-22 Legislative Program - redline version
PowerPoint Presentation
Completed Board Order Item No. 22

23. a. Receive an update on the COVID-19 Pandemic Disparate Impact Report.
b. Provide direction to staff as appropriate.

Attachments: Board Report
ATTACHMENT A Disparate Impact Report Strategies 1.26.2021
Completed Board Order Item No. 23

24. Public hearing continued from December 9, 2020 to consider adoption of a resolution denying an appeal by Vista Nadura LLC and Nader Agha from the September 30, 2020 decision of the Monterey County Planning Commission that the Vista Nadura Subdivision application (Agha/PLN990274) for a Standard Subdivision dividing three parcels totaling 50 acres into 20 lots ranging in size from 1.1 acres to 8.5 acres was incomplete prior to October 16, 2007 and remains incomplete.
Project location: 8767 Carmel Valley Road, Carmel Valley Master Plan (APNs 169-011-009-000, 169-011-014-000, and 169-011-015-000).
Proposed CEQA Action: Application completeness determination is not a project per Section 15378 of the California Environmental Quality Act Guidelines.

Attachments: Board Report
Attachment A - Draft Resolution
Attachment B - December 9, 2020 Board Report (without attchments)
Attachment C - Planning Commission Resolution
RESOLUTION ATTACHMENT - Attachment A
Completed Board Order Item No. 24

25. Receive and accept a report on:
a. Traffic volumes on Carmel Valley Road for all segments, pursuant to the 2010 General Plan, Carmel Valley Master Plan area; and
b. The Five (5) Year Interval Report.

Attachments: Board Report

Attachment A - Location Map

Attachment B - Carmel Valley Road Volumes

Attachment C - Level of Service & Percent Time Spent Following

Attachment D - 5 yr Traffic Volumes

Attachment E - Intersections June 2020

Attachment F - Intersections October 2020

Attachment G - Carmel Valley Road 5-Yr Traffic Monitoring Rpt

PowerPoint Presentation

Completed Board Order Item No. 25

26. ~~a. Approve Amendment No. 4 to the Subdivision Improvement Agreement for the York Highlands Resubdivision for an extension of 24 months (May 22, 2022); and b. Authorize the Chair to execute the Amendment and direct the Clerk of the Board to record the Amendment with the County Recorder.~~ (REMOVED VIA SUPPLEMENTAL)

Attachments: SRbos_York Highlands Amendment No.4_012621

Attachment A - Amendment No. 4

Attachment B - Subdivision Improvement Agreement recorded 5-13-2012

Attachment C - Extention Request Letter 04-21-2020

Attachment D - Engineering Cost Estimate Review Letter 04-21-2020

Read Out from Closed Session by County Counsel

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

Adjourned

Adjourn in Memory of Howard "Gus" Gustafson

Supplemental Sheet, Consent Calendar

Natividad Medical Center

27. a. Ratify the execution by the Chief Executive Officer for Natividad Medical Center of the Professional and Call Coverage Services Agreement with Monterey Anesthesia Professionals (MAP) to provide anesthesia services, for an amount not to exceed $12,000,000 for the period January 1, 2021 to December 31, 2022; and
b. Authorize the Chief Executive Officer for NMC or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($1,200,000) of the original contract amount and do not significantly change the scope of work.

Attachments: Board Report.pdf
Monterey Anesthesia Professionals Agreement 2021.pdf
Completed Board Order Item No. 27

28. a. Ratify the execution by the Chief Executive Officer for Natividad Medical Center of the Agreement with Monterey Anesthesia Professionals (MAP) to provide billing agent services, for an amount not to exceed $120,000 for the period January 1, 2021 to December 31, 2022; and
b. Authorize the Chief Executive Officer for NMC or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($12,000) of the original contract amount and do not significantly change the scope of work.

Attachments: Board Report.pdf
MAP Billing Agent Services Agreement.pdf
Completed Board Order Item No. 28

29. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Dynalabs, LLC for analytical laboratory testing of compounded pharmaceutical services at NMC for an amount not to exceed $32,000 with an agreement term retroactive to January 1, 2021 through December 31, 2025.
b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard indemnification and limitations on liability provisions within the agreement.

Attachments: Board Report.pdf
Dynalabs LLC Agreement.pdf
Completed Board Order Item No. 29

30. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Virtusa Corporation for CareDiscovery Quality Measures and CareDiscovery Electronic Quality Measures software subscription services at NMC for an amount not to exceed $216,454 with an agreement term of January 26, 2021 through January 25, 2024.
b. Authorize the Chief Executive Officer 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%) ($21,645) of the original cost of the agreement per each amendment.
c. Approve the NMC Chief Executive Officer's recommendation to accept non-standard indemnification, insurance, limitations on liability, and limitations on damages provisions within the agreement.

Attachments: Board Report.pdf
IBM-Virusa Agreement.pdf
IBM BAA - SIgned Natividad.pdf
Completed Board Order Item No. 30

31. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-14274) with Visual Net Design for website update and hosting services, extending the agreement an additional two (2) year period (May 1, 2021 through April 30, 2023) for a revised full agreement term of May 1, 2018 through April 30, 2023, and adding $139,976 for a revised total agreement amount not to exceed $323,964.
b. Authorize the Chief Executive Officer 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%) ($3,398) of the original cost of the agreement.

Attachments: Board Report.pdf
Visual Net Design Amendment 2.pdf
Visual Net Design Amendment 1.pdf
Visual Net Design Agreement .pdf
Completed Board Order Item No. 31

32. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No.3 to the agreement (A-13426) with UpToDate Inc. for Anywhere electronic clinical resource subscription services, extending the agreement an additional one (1) year period (March 1, 2021 through February 28, 2022) for a revised full agreement term of December 1, 2016 through February 28, 2022, and adding $90,488 for a revised total agreement amount not to exceed $426,326.

Attachments: Board Report.pdf

UpToDate Inc. Renewal and Amendment 3.pdf

UpToDate Inc. Renewal and Amendment 2.pdf

UpToDate Inc. Amendment 1.pdf

UpToDate Inc. Agreement.pdf

Completed Board Order Item No. 32

Health Department

33. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement for the term retroactive to March 4, 2019 through June 30, 2023 with Koinonia Foster Homes, Inc. DBA Koinonia Homes for Teens for the provision of mental health services in the amount of $883 for Fiscal Year (FY) 2018-19; $26,401 for FY 2019-20; $324,247 for FY 2020-21; $324,247 for FY 2021-22; and $324,247 for FY 2022-23, for a total Agreement amount not to exceed $1,000,025; and
b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) ($100,002.50) of the original Agreement amount and do not significantly change the scope of services.

Attachments: Board Report
Agreement
Completed Board Order Item No. 33

34. a. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 3 to Agreement A-13816 between Clinica de Salud del Valle de Salinas (CSVS) and the County of Monterey, on behalf of the Monterey County Health Department, Behavioral Health Bureau for the purpose of referral to behavioral health services for CSVS patients, retroactive to November 1, 2020, for a revised term of November 1, 2017 through October 31, 2022; and
b. Continue to accept non-standard risk provisions (indemnity, insurance) as recommended by the Director of Health; and
c. Authorize the Director of Health or Assistant Director of Health to sign up to two additional amendments to the Agreement, subject to County Counsel approval.

Attachments: Board Report
Amendment No 3
Amendment No 2
Amendment No 1
Agreement
Completed Board Order Item No. 34

35. a. Approve and authorize the Director of Health or Assistant Director of Health to execute an Agreement with Clear Labs, Inc., in the amount of $249,490.80 to install, train, verify, and validate services for the Clear DxTM instrument, purchase a Clear DxTM Subscription, consumables, reagent kits, and maintenance/software support that will enable customer to conduct testing for the period retroactive from January 1, 2021 to March 1, 2022; and
b. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future one year amendments that do not exceed (10%) ($24,949) of the

original Agreement amount and do not significantly alter the scope of services.

Attachments: Board Report
Agreement
Completed Board Order Item No. 35

36. a. Approve and authorize the Director of Health or Assistant Director of Health to sign a Work Order Agreement with Public Health Foundation Enterprises, Inc. dba Heluna Health, in the amount of $319,618 to support COVID-19 epidemiology services for the period retroactive from May 1, 2020 to March 31, 2022; and
b. Accept the risk provisions (indemnification, insurance, and limitations of liability) as recommended by the Director of Health; and
c. Accept the Confidentiality and Non-Disclosure provision as recommended by the Director of Health.

Attachments: Board Report
Agreement
Completed Board Order Item No. 36

Department of Social Services

37. a. Approve and authorize the Director of the Department of Social Services to sign a zero dollar Agreement with Cake4Kids to provide free birthday and special occasion cakes to foster children and youth in care effective February 1, 2021 through January 31, 2022 with nonstandard liability and indemnification provisions; and
b. Authorize the Director of Social Services to sign up to three (3) amendments to this Agreement as long as they do not encompass payment or significantly change the scope of services.

Attachments: Board Report
Cake4Kids MOU
Completed Board Order Item No. 37

38. a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Chmura Economics & Analytics for a subscription license to utilize workforce and economic management tools in the amount of $19,031 for the period February 1, 2021 to January 31, 2022 with nonstandard indemnification terms and provisions; and
b. Approve and authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement as long as they do not exceed 10% ($1,903) of the total amount or significantly change the scope of work.

Attachments: Board Report
Chmura agreement
Completed Board Order Item No. 38

39. Approve and authorize the Director of the Department of Social Services to execute a funding agreement, retroactively to November 1, 2020 through December 31, 2021 with the City and County of San Francisco, a municipal corporation, in its capacity as fiscal agent for the approval authority acting by and through the San Francisco Department of Emergency Management to receive $135,600 to purchase emergency shelter stand-up kits and cots to enhance regional mass care resources.

Attachments: Board Report
2020_UASI_MOU_Monterey
Completed Board Order Item No. 39

Criminal Justice

40. a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment 1 with Mary Ann McConnell dba Bay Area Polygraph, extending the term of the agreement to June 30, 2023, for an amount not to exceed $170,000; and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign two (2) additional one (1) year amendments to the agreement where the amendment does not significantly change the scope of work, and where each amendment does not exceed $115,200, for a revised not to exceed maximum contract cost of $285,200.

Attachments: Board Report.pdf
Attachment A - Original Agreement between County of Monterey and Mary Ann
Attachment B - Amd. #1 McConnell dba Bay Area Polygraph-Ex. A-1.pdf
Completed Board Order Item No. 40

General Government

41. Adopt a Resolution to approve amendments to the Conflict of Interest Code of the Monterey County Civil Rights Office.

Attachments: Board Report
Attachment A - Affirmative Action Office Conflict of Interest Code 1991
Attachment B - Civil Rights Office Conflict of Interest Code
Attachment C - Resolution
Completed Board Order Item No. 41

42. a. Consider approving a retroactive agreement and authorizing the

Contracts/Purchasing Officer or his designee to sign a retroactive Agreement with First Alarm, a California Corporation, for the activation and monitoring of fire and intrusion equipment at WeatherTech Raceway Laguna Seca from May 1, 2020 through April 30, 2023, for an amount not to exceed $21,500; and
b. Approve and authorize the Contracts/Purchasing Officer or his designee to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($2,150) of the agreement amount and do not significantly change the scope of work.

Attachments: Board Report
First Alarm Agreement
Completed Board Order Item No. 42

43. a. Receive a report on Board Referral No. 2020.11 regarding the feasibility and viability of the creation of a public bank to serve local government needs.

Attachments: Board Report
Completed Board Order Item No. 43

44. a. Receive and Accept the Treasurer's Report of Investments for the Quarter Ending December 31, 2020.

Attachments: Exhibit A - Investment Portfolio Review 12.31.2020
Exhibit B - Portfolio Management Report 12.31.20
Exhibit C - Aging Report 01.01.21
Completed Board Order Item No. 44

45. a. Approve a retroactive agreement and authorize the Contracts/Purchasing Officer or his designee to sign an Agreement with Sports Systems Services, Inc. to provide an online media credentialing program to WeatherTech Raceway Laguna Seca retroactive from January 1, 2020 through December 31, 2022, for an amount not to exceed $6,500;
b. Accept non-standard risk terms with respect to insurance provisions in the Agreement; and
c. Approve and authorize the Contracts/Purchasing Officer or his designee to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($650) of the agreement amount and do not significantly change the scope of work.

Attachments: Board Report
Sports Sytems Services Agreement and Exhibit A
Certificate of Insurance
Completed Board Order Item No. 45

46. Adopt Resolution to:
a. Amend the Monterey County Families First Coronavirus Response Act

Implementation Policy to extend the paid leave provisions effective January 1, 2021 through March 31, 2021;
b. Direct the Director of the Human Resources and Auditor Controller Office to implement the extension of the Emergency Paid Sick Leave and Emergency Family and Medical Leave in the Advantage HRM/Payroll system.

Attachments: BR_FFCRA_Extension_1.26.21
Families First Coronavirus Response Act Implementation Policy Resolution_01.
Monterey County Families First Coronavirus Response Act Implementation Poli
Monterey County Families First Coronavirus Response Act Implementation P...
Completed Board Order Item No. 46

47. Adopt Resolution to:
Confirm the appointment of Mr. Mike Novo as Interim Director of Housing and Community Development

Attachments: BR_Interim_Appt_Mike_Novo_Dir_of_Hsng_&_Cmnty_Dev
BOS Resolution_Interim Appt_Mike Novo Dir of Hsng & Cmnty Dev_01-26-21
Completed Board Order Item No. 47

48.

Ratify the County Administrative Officer's execution of Deed Restrictions regarding water capacity and fee deferral, and Public Notice of access to water use data for the Casa de Noche Buena shelter serving single women and families.

Attachments: Board Report
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Completed Board Order Item No. 48

48.1 Adopt a Resolution directing the Auditor-Controller to amend the FY 2020-21 Adopted Budget for the County Administrative Office (CAO), Fund 001, Appropriation Unit CAO005, Unit 8056, to increase appropriations by $103,900, where the funding source is a release of Cannabis Assignment (BSA- 001-3132) funds or other source approved by the Board (4/5ths vote). (ADDED VIA ADDENDUM)

Attachments: Board Report
Resolution
Completed Board Order Item No. 48.1

Public Works, Facilities and Parks

49.

a. Adopt Plans and Special Provisions for the Countywide Guardrail Project, Project No. 1149; and
b. Authorize the Director of Public Works, Facilities and Parks to advertise the "Notice to Bidders" in the Monterey County Weekly.

Attachments: Board Report
Attachment A - Location Map
Attachment B - Project Budget
Attachment C - Book 1
Attachment D - Book 2
Completed Board Order Item No. 49

50.

Adopt a Resolution to:
a. Approve a report on the status of development traffic impact fees for fiscal year ending June 30, 2020; and
b. Adopt findings, in accordance with Government Code section 66000, et seq. that the need for the improvements for which the fees are being collected still exists, and as such the funds will be retained.

Attachments: Board Report
Attachment A - Resolution
Completed Board Order Item No. 50

51.

a. Approve an Agreement between Pacific Gas & Electric Company (PG&E) and the County of Monterey for Unmetered Low Wattage Equipment Connected to PG&E-owned Street Light Facilities to allow for the installation of security cameras on County-owned streetlights located in County Service Area 25-Carmel Valley Golf & Country Club;
b. Approve a Reimbursement Agreement between the Homeowners at Quail, Inc. homeowners' association and the County of Monterey for monthly PG&E costs associated with the operation of two (2) security cameras to be installed on County-owned streetlights; and
c. Authorize the Director of Public Works, Facilities, & Parks or Designee to execute the two (2) Agreements.

Attachments: Board Report
Attachment A-PG&E Agreement
Attachment B-Reimbursement Agreement
Attachment C-CSA 25 LAFCO Location Map
Completed Board Order Item No. 51

52.

~~Adopt a Resolution to:~~
~~a. Re-declare identified remnant lanes in the unincorporated areas of Hatton Fields~~

~~and Carmel Woods located near the City of Carmel as surplus real property and no longer needed for County or public purposes;~~
~~b. Direct the Department of Public Works, Facilities, & Parks to publish a Notice of Intention to Sell Surplus Property for the identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods per Government Code section 25526;~~
~~c. Find that all remnant lane sales are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15312 Surplus Government Property Sales;~~
~~d. Delegate the Contracts/Purchasing Officer the authority to execute final Offers and Agreements to Purchase Real Property, Quitclaim Deeds, and other necessary transfer documents to complete present and future surplus remnant lane sales not exceeding $25,000 for a period of five (5) years, pursuant to Government Code section 25526.5; and~~
~~e. Direct the Housing and Community Development Department to issue a certificate of compliance for a legal lot line adjustment within thirty (30) days of a completed remnant lane sale to expedite the legal lot line adjustment process as an incentive for neighboring property owners to purchase a remnant lane.~~ (REMOVED VIA SUPPLEMENTAL)

Attachments: Board Report
Attachment A-Location Map
Attachment B-Listing of Remnant Lane Sections For Sale
Attachment C-Sample Offer and Agreement
Attachment D-Sample Quitclaim Deed
Attachment E-Draft Resolution
Item No. 77 Completed Board Order

53. a. Adopt a resolution to establish an Advisory Committee for County Service Area 25-Carmel Valley Golf & Country Club (CSA 25); and
b. Adopt CSA 25 Advisory Committee Bylaws. **(Board Referral: 2020.26)**

Attachments: Board Report
Attachment A-CSA 25 LAFCO Location Map
Attachment B-Draft Resolution
Completed Board Order Item No. 53

54. Adopt a Resolution to direct the Registrar of Voters to:
a. Cancel the East Garrison Community Services District (EGCSD) special election scheduled on May 4, 2021, and
b. Remove the posting for the EGCSD special election and take other actions necessary to effectuate the cancellation of the election.

Attachments: Board Report
Attachment A-Adopted BOS Resolution No. 20-305
Attachment B-EGCSD Detailed Discussion
Attachment C-Draft Resolution
Attachment D-1-26-21 EGCSD BOD Resolution
Completed Board Order Item No. 54

54.1 **ADDENDA**

Added Appointment

16. Appoint Monica Hale to the To the Commission on the Status of Woman, with a term ending date of February 1, 2023. (Supervisor Phillips)

48.1 Adopt a Resolution directing the Auditor-Controller to amend the FY 2020-21 Adopted Budget for the County Administrative Office (CAO), Fund 001, Appropriation Unit CAO005, Unit 8056, to increase appropriations by $103,900, where the funding source is a release of Cannabis Assignment (BSA-001-3132) funds or other source approved by the Board (4/5ths vote)

SUPPLEMENTAL

Removed from Scheduled PM

26. a. Approve Amendment No. 4 to the Subdivision Improvement Agreement for the York Highlands Resubdivision for an extension of 24 months (May 22, 2022); and

b. Authorize the Chair to execute the Amendment and direct the Clerk of the Board to record the Amendment with the County Recorder.

Removed from Consent Calendar

52. Adopt a Resolution to:

a. Re-declare identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods located near the City of Carmel as surplus real property and no longer needed for County or public purposes;

b. Direct the Department of Public Works, Facilities, & Parks to publish a Notice of Intention to Sell Surplus Property for the identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods per Government Code section 25526;

c. Find that all remnant lane sales are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15312 Surplus Government Property Sales;

d. Delegate the Contracts/Purchasing Officer the authority to execute final Offers and Agreements to Purchase Real Property, Quitclaim Deeds, and other necessary transfer documents to complete present and future surplus remnant lane sales not exceeding $25,000 for a period of five (5) years, pursuant to Government Code

section 25526.5; and

e. Direct the Housing and Community Development Department to issue a certificate of compliance for a legal lot line adjustment within thirty (30) days of a completed remnant lane sale to expedite the legal lot line adjustment process as an incentive for neighboring property owners to purchase a remnant lane.

Added to Adjournment

Adjourn in Memory of Howard "Gus" Gustafson

Monterey County

Item No.1

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

Board Report

Legistar File Number: CS 21-003

January 26, 2021

Introduced: 1/11/2021
Version: 1
Current Status: Agenda Ready
Matter Type: General Agenda Item

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

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

b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
(1) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado
Employee Organization(s): All Units
(2) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado
Employee Organization(s): Units J and F
(3) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado
Employee Organization(s): Unit R
(4) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado
Employee Organization(s): Unit S

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

d. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) Keweah Delta Health Care District, et al. v. Azar (U.S. District Court for the Central District of California Case No. 2:20-cv-06564-CMB)
(2) Vista Nadura, LLC v. County of Monterey Resource Management Agency, et al. (Monterey County Superior Court Case no. 20CV003534)

e. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:
(1) Property: 259-261-003-000, 259-261-004-000 and 259-261-005-000
Agency Negotiator(s): County Counsel
Negotiating Parties: Don Chapin Company
Under negotiation: Price and terms

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

Monterey County

Board Report

Legistar File Number: 21-066

Item No.2

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

January 26, 2021

Introduced: 1/15/2021
Version: 1

Current Status: Consent Agenda
Matter Type: General Agenda Item

Approval of Consent Calendar Items No. 27 through 54.

Monterey County

Board Report

Legistar File Number: CR 21-009

Item No.3

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

January 26, 2021

Introduced: 1/21/2021

Current Status: Passed

Version: 1

Matter Type: Ceremonial Resolution

Adopt a Resolution commending Carl P. Holm, Director of Housing and Community Development, on his retirement with 19 years of dedicated public service to the residents of Monterey County and 32 years of dedicated public service to the residents of the State of California. (Full Board - Supervisor Askew)

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

Resolution No.:

Adopt a Resolution commending **Carl P. Holm,** Director of Housing and Community Development, on his retirement with 19 years of dedicated public service to the residents of Monterey County and 32 years of dedicated public service to the residents of the State of California.	))))))))

WHEREAS, Carl P. Holm, has been a lifelong resident in the State of California, with family roots in Monterey County going back to the late 1800's; and,

WHEREAS, Carl P. Holm, raised with a strong work ethic, began working in construction as a young teenager up until graduating from college; he worked in various capacities including laborer to construction manager; and,

WHEREAS, Carl P. Holm, graduated from California Polytechnic State University with a bachelor's degree majoring in city and regional planning in 1987; while attending college he had a once in a lifetime opportunity to work at the 1984 Summer Olympics in Los Angeles as the Housing Manager for the Olympic Organizing Committee; and,

WHEREAS, Carl P. Holm, began his public service career as a Planning Intern with the City of Susanville in 1988; subsequently promoting to Assistant Redevelopment Planner for the City of Hawaiian Gardens in early 1989; and, Associate Planner for the City of La Verne in the fall of 1989; and,

WHEREAS, from 1991 to 2001, Carl P. Holm continued to grow professionally serving as a Senior Planner for the City of Rosemead, Planning and Community Development Director for the City of Hawaiian Gardens, and Principal Planner for the City of Walnut; and,

WHEREAS, in September of 2001, Carl P. Holm began his tenure with the County of Monterey as a Senior Planner in the then Monterey County Planning and Building Inspection Department, later promoting to Acting Planning Manager in 2004; and,

WHEREAS, following the creation of the Resource Management Agency (RMA), Carl P. Holm continued to quickly advance through the ranks serving as the Planning Services Manager in 2006, Assistant Director of Planning in 2007, Acting Deputy Director of RMA in 2010, Deputy Director for RMA in 2011, Acting Director of RMA in 2013, Director of RMA in 2014, and Director of Housing and Community Development in 2020; and,

WHEREAS, Carl P. Holm, received professional certification from the American Institute of Certified Planners in 1994; and,

WHEREAS, Carl P. Holm, has spearheaded various General Plans/Elements throughout his career including Monterey County's 2010 General Plan and Agricultural Winery Corridor Plan; and,

WHEREAS, Carl P. Holm, was instrumental in the development of the County's Cannabis Ordinance and Permit Program; and,

WHEREAS, Carl P. Holm, served as a key incident responder during the historic 2016 Soberanes Fire (costliest fire in U.S. history at that time) and subsequent severe winter storms which resulted in over $60 million in damages to county infrastructure; Mr. Holm effectively handled these emergency situations and expeditiously commenced rebuilding efforts in collaboration with key internal and external agencies; and,

WHEREAS, Carl P. Holm, assisted in the creation and passage of the local self-help tax for transportation maintenance purposes called "Measure X". This 3/8-cent sales tax has a sunset of 2047 and the annual allocation is based on 50% population / 50% lane miles. Mr. Holm oversaw the implementation of this new funding for roads, and into fulfilling Measure X campaign projects that were promised to the voters; and,

WHEREAS, with an ongoing commitment and focus on improving efficiencies and enhancing customer experience, Carl P. Holm led efforts towards the development and implementation of a One-Stop Permit Center for the County of Monterey, significantly reducing customer wait time by 80%; including an online permit payment option and electronic permit submittal system; and,

WHEREAS, Carl P. Holm, has played a significant role on winddown efforts of the Successor Agency to the Redevelopment Agency of the County of Monterey, Long Range Property Management Plan, and ongoing submittal of Recognized Obligation Payment Schedules to the State Department of Finance; and,

WHEREAS, Carl P. Holm, reorganized the Resource Management Agency by creating three distinct Divisions: Public Works & Facilities, Land Use & Community Development, & Administrative Services in July 2016; and,

WHEREAS, in December 2016, the Board approved dissolving the Parks Department and placing County Parks under the purview of the Resource Management Agency and renamed Public Works, Parks & Facilities Division; and,

WHEREAS, Carl P. Holm, has been instrumental in coordination and collaborative efforts amongst local and regulatory agencies for the Carmel Lagoon Management; and,

WHEREAS, Carl P. Holm, developed relationships with the public, press, colleagues and the Monterey County community at large and will be missed; and

WHEREAS, Carl P. Holm's contributions to the County have included: Promoting more transparency in the governmental activities of the Resource Management Agency; providing opportunities through training and industry seminars, for staff to increase and improve their

professional development to be able to grow within the organization and serve Monterey County residents to the best of their ability; promotion of exceptional internal and external customer service; maintaining services during the COVID-19 pandemic; and execution of Memorandum of Understandings (MOU) with the cities of the Salinas Valley for orderly growth and Agricultural Preservation.

NOW, THEREFORE, BE IT RESOLVED, that the Monterey County Board of Supervisors, wishes to express its sincere appreciation for the dedicated service of Carl P. Holm to the residents of the State of California, including Monterey County, in various capacities from January 1988 to January 2021.

PASSED AND ADOPTED on this __ day of ___ 2021, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

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

By_____
Deputy

Monterey County

Board Report

Legistar File Number: CR 21-001

Item No.4

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

January 26, 2021

Introduced: 12/23/2020

Version: 1

Current Status: Passed

Matter Type: Ceremonial Resolution

Adopt Resolution commending Elvia Arellano upon her retirement from forty years of public service with the Monterey County Sheriff's Office (Full Board - Supervisor Askew)

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

Resolution No.:
Adopt Resolution commending **Elvia Arellano**
upon her retirement from forty years of public service
with the Monterey County Sheriff's Office

WHEREAS, Elvia Arellano retired on December 31, 2020, after forty years of service to the Monterey County Sheriff's Office; and

WHEREAS, Elvia Arellano was born in Alamo, Texas, and moved to California in 1970 where she graduated from North Salinas High School and attended Hartnell College; and

WHEREAS, Elvia Arellano was sworn in by Sheriff Bud Cook on December 23, 1980, and over her career served for six Monterey County Sheriff's to include, D.B "Bud" Cook, Norman Hicks, Gordon Sonné, Mike Kanalakis, Scott Miller, and Steve Bernal; and

WHEREAS, Elvia Arellano served as Administrative Secretary to Sheriff Norman Hicks during his eight years as Sheriff of Monterey County; and

WHEREAS, as a result of diligent work and demonstrated ability, **Elvia Arellano** advanced to positions of increasing responsibility, and over her forty-year career, served as a Clerk Typist II, Secretary, Administrative Secretary, and Administrative Services Assistant and retires as Administrative Services Assistant /Workers' Compensation Manager; and

WHEREAS, Elvia Arellano previously worked for Workers' Compensation Attorneys, Rucka, O'Boyle, Lombardo, and McKenna; and

WHEREAS, Elvia Arellano assisted numerous employees of the District Attorney's Office and Salinas Police Department with questions regarding workers' compensation; and

WHEREAS, Elvia Arellano received the Deputies Benefit Association Employee of the Month Award and over the years has received numerous commendations from other departments and law enforcement agencies commending her exceptional work, collaboration, and community commitment; and

WHEREAS, Elvia Arellano's contributions as an enthusiastic, thoughtful, hard-working, dedicated, and generous person are unparalleled and will be greatly missed by her colleagues at the Monterey County Sheriff's Office; and

WHEREAS, Elvia Arellano looks forward to spending time with family and traveling between Salinas and San Antonio, Texas, in her retirement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Monterey on behalf of all residents thereof, acknowledges, commends and thanks **Elvia**

Arellano for her forty years of exemplary public service to the citizens of Monterey County, as a valued member of the Monterey County Sheriff's Office.

BE IT FURTHER RESOLVED that the Board of Supervisors wishes her success, health, and happiness in all future endeavors and joy in this well-deserved retirement.

PASSED AND ADOPTED 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 _____, 2021.
Dated:

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

By_____
Deputy

Monterey County

Board Report

Legistar File Number: CR 21-007

Item No.5

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

January 26, 2021

Introduced: 1/14/2021

Version: 1

Current Status: Passed

Matter Type: Ceremonial Resolution

Resolution Commending Crime Prevention Specialist Donna Galletti upon her retirement after 23 years of service with the Monterey County Sheriff's Office. (Full Board- Supervisor Askew)

/_&
County of Monterey, State of California

RESOLUTION NO.
Resolution Commending **Crime Prevention Specialist Donna Galletti** upon her retirement after 23 years of service with the Monterey County Sheriff's Office

WHEREAS, Donna Galletti began her career with the Monterey County Sheriff's Office on March 3rd, 1997 and was sworn in by Sheriff Norman Hicks; and

WHEREAS, Donna Galletti is a graduate of San Jose State University, with a Bachelor of Arts Degree; and

WHEREAS, **Donna Galletti** was assigned and responsible for North Monterey County, Coastal area, South County area, and served for five Monterey County Sheriffs: Norman G Hicks, Gordon Sonne, Mike Kanalakis, Scott K. Miller, and Steve Bernal; and

WHEREAS, Donna Galletti performed admirably in her law enforcement career where she was assigned to many different divisions and stations, ultimately being the sole Crime Prevention Specialist at the Sheriff's office for all of Monterey County; and

WHEREAS, Donna Galletti was responsible for the event planning of numerous events to include two the *Every 15 Minutes* program at North Monterey County High School, and *National Night Out* every August; and

WHEREAS, Donna Galletti attended Farm Days for all three stations and coordinated department attendance for *Read Across America*, and the County Fairs in both King City and Monterey; and

WHEREAS, Donna Galletti was an active member of the Crime Prevention Officers Association of Monterey County (CPOAMC) for 23 years holding the offices of vice president and sergeant-at-arms; and Women Leaders in Law Enforcement (WLLE) Central Coast Chapter since its inception in 2017; and

WHEREAS, Donna Galletti was solely responsible for collecting and distributing donations for the annual Teddy Bear Drive during the holidays for children in need as well as provide them to deputies and detectives throughout the year to distribute to children as needed in the course of their duties; and

WHEREAS, Donna Galletti was solely responsible for conducting Safety Presentations to county departments and local community groups as well as Neighborhood Watch Meetings for residents and Business Watch Meetings for local businesses, and creating and distributing educational material on crime prevention topics to hand-out to the public; and

WHEREAS, Donna Galletti received many letters of commendation from Sheriffs, Commanders, and Sergeants during her career, as Donna was known as the first person to call to solve a problem for not only Sheriff's office staff, but thousands of community members; and

WHEREAS, Donna Galletti was instrumental in the beginning stages of the Sheriff's Office social media team, as she took on a leading role to steer the team in an efficient direction, allowing for all Monterey County residents to be well informed of upcoming events, critical incidents, and all other information that needed to be quickly disseminated; and

WHEREAS, Donna Galletti received numerous commendations and letters of appreciation for her work ethic in performing the duties of her job, providing research and producing crime statistics for the entire county, as this allowed deputies and detectives to focus their efforts in areas experiencing increased levels of criminal activity, as well as keeping the public informed at all times so they could have the appropriate information to do their part in regards to neighborhood watch; and

WHEREAS, Donna Galletti filled the sole position of the lead of logistics at major special events, to include the 2019 United States Open at Pebble Beach and the Annual AT&T Pro-Am at Pebble Beach Golf Links.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Monterey on behalf of all citizens thereof, acknowledges, commends, and thanks **Crime Prevention Specialist Donna Galletti** for her twenty-three years of exemplary public service to the citizens of Monterey County, as a valued member of the Monterey County Sheriff's Office.

BE IT FURTHER RESOLVED that the Board of Supervisors wishes her success, health, and happiness in all future endeavors and much joy in this well-deserved retirement.

PASSED AND ADOPTED 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 _____, 2021.
Dated:

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

By_____
Deputy

Monterey County

Board Report

Legistar File Number: CR 21-002

Item No.6

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

January 26, 2021

Introduced: 12/23/2020

Version: 1

Current Status: Passed

Matter Type: Ceremonial Resolution

Adopt Resolution commending Supervising Forensic Evidence Technician Victor Lurz upon his retirement from thirty-six years of public service with the Monterey County Sheriff's Office. (Full board - Supervisor Askew)

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

Resolution No.:
Adopt Resolution commending **Supervising Forensic Evidence Technician Victor Lurz** upon his retirement from thirty-six years of public service with the Monterey County Sheriff's Office.

WHEREAS, Victor Lurz was hired by the Monterey County Sheriff's Office on May 29, 1984, by Sheriff D.B. "Bud" Cook; having worked under six Monterey County Sheriffs: D.B. "Bud" Cook, Norman Hicks, Gordon Sonne, Mike Kanalakis, Scott Miller, and Steve Bernal; and

WHEREAS, Victor Lurz was born and raised in South Dakota, and was raised in a family of 15 siblings by his parents Harold and Mildred Lurz; and

WHEREAS, Victor Lurz served in the United States Navy from 1976 to 1980 and was promoted to Petty Officer Second Class as a Hull Technician aboard the USS Samuel Gompers (AD37) where he learned welding and fabrications skills and was the supply officer for the Shipfitter Shop all while experiencing travel to faraway places; and

WHEREAS, upon being honorably discharged from the Navy, **Victor Lurz** worked as a welder/shipfitter for a variety of shipyard facilities in the San Diego area and was a taxicab driver in his spare time; and

WHEREAS, Victor Lurz attended night classes at Grossmont College, studying Evidence Technology, long before it became mainstream and known as Crime Scene Investigation, and also interned as a volunteer in the San Diego Police Department Crime Lab; and

WHEREAS, Victor Lurz graduated from Grossmont College with honors in 1984, and was hired as an Identification Technician at the Monterey County Sheriff's Office and was extremely grateful to be mentored by George Millar; and

WHEREAS, Victor Lurz worked his entire career in the MCSO Crime Lab experiencing and participating in many technological advances including: photography transitioned from black and white film processing and printing into digital cameras and enhancing of images; advances in the field of fingerprint identification; crime scene documentation and measurements that can now be accomplished in minutes using digital scanning technology; and

WHEREAS, Victor Lurz was promoted to Supervising Forensic Technician in 1996; a position he held until his retirement and feels privileged to have provided the first stepping stone for several outstanding employees who went on to stellar careers in the field of crime scene investigation; and

WHEREAS, Victor Lurz volunteered for many organizations and groups during his career, including: Board member and President of SEIU Local 817, representing many of the county's non-sworn employees in contract negotiations and grievances; Citizen's Academy Instructor;

Sheriff's representative on the Ergonomics Task Force: founding member of the Employee Fitness Program and "What's The Scoop" column in the Department's newsletter; coordinator of the Monterey County Special Olympics Torch Run and Tip-a-Cop fundraisers; Board member and active participant in the Deputies Benefit Association for over 30 years; training and mentoring many intern/volunteers who had an interest in the field of Evidence Technology; Long-time member and Director of the Monterey County Peace Officers Association, and was given the opportunity to take photographs of nearly every employee, as well as having the pleasure to take photographs at most law enforcement-related events throughout his career; and

WHEREAS, Victor Lurz, has assisted every Monterey County Law Enforcement agency with evidence and crime scene processing and over his career has received letters of appreciation and commendations from citizens, staff, community organizations, and law enforcement agencies commending his exceptional work, teamwork, and community commitment; and

WHEREAS, Victor Lurz had the great experience of working with many of law enforcement's top detectives and officers, along with some of the finest civilian support staff in law enforcement; and

WHEREAS, Victor Lurz is married to his wife of 29 years, Lorin, and they have two daughters, Forest and Violet.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Monterey on behalf of all residents thereof, acknowledges, commends, and thanks **Forensic Evidence Technician Victor Lurz** for his thirty-six years of exemplary public service to the citizens of Monterey County, and as a valued member of the Monterey County Sheriff's Office.

BE IT FURTHER RESOLVED that the Board of Supervisors wishes him success, health, and happiness in all future endeavors, and joy in this well-deserved retirement.

PASSED AND ADOPTED 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 _____, 2021.
Dated:

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

By_____

Deputy

Monterey County

Board Report

Legistar File Number: CR 21-004

Item No.7

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

January 26, 2021

Introduced: 1/11/2021

Version: 1

Current Status: Passed

Matter Type: Ceremonial Resolution

Resolution Celebrating the 50th Anniversary of the Landmark Education and Civil Rights Case of Diana v. California State Board of Education that Ended the Use of Discriminatory IQ Tests in California Public Schools. (Full Board - Supervisor Alejo)

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

Resolution No.:
Resolution Celebrating the 50th Anniversary of the Landmark Education and Civil Rights Case of *Diana v. California State Board of Education* the Ended the Use of Discriminatory IQ Tests in California Public Schools.

WHEREAS, In 1969, *Diana v. California State Board of Education* (CA 70 RFT (N.D. Cal. 1970)) originated when a group of Spanish-Speaking students from Soledad, California, were inappropriately assigned to EMR ("Educable Mentally Retarded") classes based on an assessment by an unqualified assessor; and

WHEREAS, The *Diana* case arose because a monolingual psychologist at Soledad Elementary School tested Spanish speakers in English, made determinations of intellectual disability, and used his data to wrongly place students in special education classes; and

WHEREAS, The landmark case was the first effort to outlaw the insidious IQ testing practices that unjustly led to thousands of Mexican-American Limited English Proficient children being placed in special education classes. The tests heavily depended on verbal responses and the questions that were culturally biased; and

WHEREAS, Soledad children complained to their Spanish-speaking farmworker parents, but their parents didn't know what to do initially; and

WHEREAS, The parents didn't realize the children were among 13,000 Mexican-American students wrongfully placed in California's EMR classes after given an IQ test in English, a language their children barely understood, not just linguistically, but culturally; and

WHEREAS, In 1969, two Soledad parents had the courage to complain to the late legendary California Rural Legal Assistance (CRLA) Community Worker Hector De La Rosa, a resident of Soledad, who eventually worked closely with the families throughout all the legal preparation and proceedings; and

WHEREAS, Created by President Lyndon Johnson and Sargent Shriver as part of the national legal services program, the Salinas CRLA legal aid law office held evening office hours at the Catholic Church in Soledad; and

WHEREAS, CRLA attorneys, staff and its Executive Director Cruz Reynoso initially took on the case on behalf of nine Soledad migrant children, Diana, Arturo, María, Manuel, Rachel, Ramón, Armando, Margarita and Ernesto, ages 6 to 13, who were kept in the same classroom all day long, coloring, cutting out pictures and occupying themselves with other activities the children described as "baby stuff"; and

WHEREAS, CRLA attorneys Marty Glick and Maurice "Mo" Jourdane discovered that California public schools were misusing English-language, culturally biased IQ tests. Additionally, Mexican-American children were not the only minorities impacted. At the time, African-American and Mexican-American students made up 21.5 percent of the state population, they were 48 percent of special education program pupils; and

WHEREAS, CRLA Attorneys Glick and Jourdane filed the class-action lawsuit, *Diana v. the State Board of Education*, on January 7, 1970, on behalf of the 13,000 Mexican American children

already placed in EMR classes and another 100,000 at risk of being relegated to a virtual purgatorium and a life of illiteracy and public dependency; and

WHEREAS, The San Jose Federal District Court Justice Robert Peckham ultimately ruled in favor of Diana, et. al, and outlawed the discriminatory use of IQ tests. The nine students were to be reassessed for special education in their primary language. The court ruled that in the State of California all current and future students being assessed for special education needed to be tested in their primary language or use a non-verbal assessment; and

WHEREAS, The settlement agreement and court order required that the California Department of Education to monitor school for racial imbalance, correct any imbalances, college data annually and use representative of the Latino community when audits are performed in school districts; and

WHEREAS, The *Diana* case inspired state legislation by then-Senator Sinclair Burgener (Senate Bill 1317) to codify the court ruling and was signed into law on September 20, 1970 by Governor Ronald Reagan so that no child will be placed in special education only because of limited ability to speak English; and

WHEREAS, The *Diana* case also inspired a subsequent landmark case of *Larry P. v. Riles* (495 F. Supp. 926 (ND Cal. 1979) to ban culturally biased IQ test against African American children; and

WHEREAS, The book "Soledad Children: The Fight to End Discriminatory IQ Tests" documents the history and impact of this case and all those involved; and

WHEREAS, Last year marked the 50th Anniversary of the *Diana* case and exemplifies the courageous efforts by Monterey County students, parents and advocates to champion for the education and civil rights of children of color in California.

NOW, THEREFORE BE IT RESOLVED, that the Monterey County Board of Supervisors, on behalf of the County and all residents thereof, celebrates the 50th Anniversary of *Diana v. California State Board of Education* and recognizes and commends the heroism and courage of all the children plaintiffs, their farmworker parents, and CRLA attorneys Marty Glick and Maurice "Mo" Jourdane and the late CRLA Community Worker Hector De La Rosa for their exemplary efforts to outlaw unfair testing practices that led to children of color being unjustly placed in special education classes in the State of California.

PASSED AND ADOPTED 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 _____, 2021.

Dated:

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

By_____

Deputy

Monterey County

Board Report

Legistar File Number: CR 21-005

Item No.8

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

January 26, 2021

Introduced: 1/11/2021
Version: 1
Current Status: Passed
Matter Type: Ceremonial Resolution

Resolution recognizing Salinas City Councilmember Scott Davis (Ret.) for his many years of public service. (Full Board - Supervisor Alejo)

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

Resolution No.:
Resolution recognizing Salinas City Councilmember **Scott Davis** (Ret.) for his many years of public service.

WHEREAS, Scott Davis served on the Salinas City from 2016 to 2020 representing District 1, and was the first Asian American and LGBT Councilmember in the city; and

WHEREAS, Scott Davis was born and raised in Salinas, California, where he currently lives and is a first generation American born to a mother who immigrated from Japan; and

WHEREAS, Scott Davis paternal grandparents moved to Salinas in the 1940s from Oklahoma and Arkansas and settled in The Alisal. They lived in poverty through the Great Depression, but worked tirelessly and eventually purchased a small farm where they grew strawberries; and

WHEREAS, Scott Davis attended elementary school in Salinas, junior high in Soledad and Palma High School in Salinas; and

WHEREAS, Scott Davis's first summer job was at the age of fifteen and started working in the fields at his family farm, where he was the sole employee. He was responsible for irrigating, weeding, and fertilizing fourteen acres of organic farmland; and

WHEREAS, Scott Davis received his A.A. degree from Hartnell College and his B.S. in Business Administration and M.B.A. from California Coastal University; and

WHEREAS, Scott Davis began working at the Monterey County Juvenile Hall at age nineteen and later hired as a Deputy Sheriff where he has been working for eighteen years and has worked the following: Mounted Unit, Motor Unit, Explorer Advisor, Search and Rescue, Crime Scene Investigator, Field Training Officer, DUI Expert, and Drug Expert. He earned many Certificates from POST (Peace Officer's Standards and Training and one being a POST Advanced Certificate; and

WHEREAS, Scott Davis is a highly decorated Sheriff Deputy in the Monterey County Sheriff's Department and has earned the following recognitions: 2006 Salinas Jaycee's Outstanding Young Peace Officer of the Year, 2010 Mothers Against Drunk Driving Award, 2011 Mothers Against Drunk Driving Award, 2012 Monterey County Domestic Violence Council Service Award, 2015 Deputy of the Month for December, 2015 MADD Hero Award Recipient, 2016 Deputy of the Month for February, 2016 Deputy of the Year and two Sheriff's Life Saving Awards; and

WHEREAS, Scott Davis served on the Monterey County Deputy Sheriff's Association for six years and two of those years as Board President; and

WHEREAS, Scott Davis was elected to the Salinas City Council in 2016 and served on the following committees: Finance Committee, Housing Sub Committee, Transportation Agency of Monterey County (TAMC), Legislative Committee, Fireworks Sub-Committee and Cannabis Sub-Committee; and

WHEREAS, Scott Davis worked to help reduce the number of violent crimes in the City of Salinas down to 63 percent, to bring homicides are at all-time lows, and to hire a record number of women and Latina/o police officers at the Salinas Police Department; and

WHEREAS, Scott Davis worked to build partnerships with the Monterey County Board of Supervisors, State Legislators and local community groups. These relationships helped our community receive $5 million in state funding for the largest soccer field complex in Northern California; and

WHEREAS, Scott Davis championed the *Welcoming City Resolution*, the *DACA Resolution* and the *#MeToo Resolution* in support of our immigrant community, our youth, and women's rights; and

WHEREAS, During his tenure, some of Scott Davis proudest accomplishments have been to support local business, deferred city fees due to COVID-19, rolled back parking rates, outdoor business sales and outdoor

dining, an eviction moratorium during COVID-19, a District 1 Young Councilmember Program, an Inclusionary Housing Ordinance, and achieved $12.5 Million in grants with the County of Monterey to address homelessness; and

WHEREAS, Scott Davis additionally achieved a Sprung Shelter in Salinas' Chinatown, a Permanent Supportive Housing Project in Salinas, a Noise Ordinance, Street Racing Ordinance, Increased Affordable Housing, approved and supported the Future Growth Area, the Laurel Extension Sidewalk Project, Traffic Signal at Constitution and Las Casitas, Roundabout at Sanborn and Boronda, $50 million to improve our streets, sidewalks, parks, recreation, afterschool activities, traffic and pedestrian safety programs, and $1 million of police funding to parks, recreation, and after school programs for local youth.

NOW, THEREFORE BE IT RESOLVED, that the Monterey County Board of Supervisors, on behalf of the County and all its residents thereof, hereby congratulates **Scott Davis** for his many years of outstanding public service. We wish him good luck on his future endeavors and thank him for his distinguished service to the people of Salinas and the County of Monterey.

PASSED AND ADOPTED on this __ day of ___ 2021, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

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

By_____
Deputy

Monterey County

Board Report

Legistar File Number: CR 21-008

Item No.9

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

January 26, 2021

Introduced: 1/15/2021
Version: 1
Current Status: Passed
Matter Type: Ceremonial Resolution

Adopt resolution honoring Office Assistant II Benny Espiritu upon his retirement from the Monterey County Probation Department after more than 23 years of dedicated County service. (Full Board - Supervisor Askew)

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

Resolution No.:
Adopt resolution honoring Office Assistant II)
Benny Espiritu upon his retirement from the)
Monterey County Probation Department after)
more than 23 years of dedicated County service ….)

WHEREAS, **Benny Espiritu** began his public service career Monterey County in 1997 as Agricultural Aide in the Office of the Agricultural Commissioner, worked as Office Assistant II at Natividad Medical Center in 2002, and transferred to the Probation Department in 2006;

WHEREAS, during his tenure **Benny Espiritu** was recognized as a dependable, attentive and responsible team member, with excellent interpersonal skills and high maturity level;

WHEREAS, **Benny Espiritu** consistently displayed a calm and positive attitude and a caring demeanor, which enabled him to communicate effectively with students and parents at Rancho Cielo, while being extremely observant in recognizing potential issues with the youth;

WHEREAS, **Benny Espiritu**'s outgoing personality, welcoming approach, and enthusiasm for his profession was reflected in excellent customer service and teamwork;

WHEREAS, **Benny Espiritu** excelled for his dedication, his willingness help and volunteer for assignments and translations, his eager participation in Rancho Cielo's events, and his long-term experience; and

WHEREAS, **Benny Espiritu** has chosen to retire from the Monterey County Probation Department after more than 23 years of dedicated service, effective January 16, 2021. As he enters a new stage in his life, those who have been fortunate in working with him will remember his dedication to the Probation Department, his superiors, colleagues and subordinates, his clients and their families, and to the citizens of Monterey County.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Monterey, on behalf of the County and all of its citizens thereof, hereby acknowledges, commends, and thanks Office Assistant II **Benny Espiritu** for his contributions to Monterey County and wishes him success and contentment in his retirement.

PASSED AND ADOPTED on this , 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

Board Report

Legistar File Number: APP 21-030

Item No.10

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

January 26, 2021

Introduced: 1/19/2021
Version: 1
Current Status: Passed
Matter Type: Appointment

Reappoint Sheila Lee Prader to the Monterey County Historic Resources Review Board, with a term ending date of December 31, 2023. (Supervisor Phillips)

[Enter Text Here]

NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office

Date forwarded to Clerk: January 7, 2021

From: Supervisor John M. Phillips, 2nd District

Board of Supervisors Meeting Date: **January 26, 2021**

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

Name and Address of Appointed: Sheila Lee Prader

Telephone Number of Appointee:

Check one:

New Term _____

Reappointment **X**

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

Replacing which member: _____

Maddy Act Regulations:

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

Resignation of member _____

Death of member _____

Member did not complete term _____

Other _____

TERM EXPIRATION DATE: December 31, 2023

Clerks use: _____ Web updated _____ Maddy Book updated _____ Added to Legistream agenda ____ COI Form Updated 05-15-13

Monterey County

Board Report

Legistar File Number: APP 21-031

Item No.11

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

January 26, 2021

Introduced: 1/19/2021
Version: 1
Current Status: Passed
Matter Type: Appointment

Reappoint Richard Hughett to the Monterey County Fish and Game Advisory Commission, with a term ending date of December 31, 2023. (Supervisor Alejo)
[Enter Text Here]

NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office Date forwarded to Clerk: January 14, 2021

From: (District or Committee) District 1 Monterey County Fish and Game Advisory Commission

Board of Supervisors Meeting Date: January 26, 2021

Name of Board, Commission, or Committee: Monterey County Fish and Game Advisory Commission

Name and Address of Appointee: Richard Hughett

Telephone Number of Appointee:
Email of Appointee:

Check one:
New Term ____

Reappointment 2/26//2021

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

Replacing which member: _____

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

Resignation of member _____

Death of member _____

Member did not complete term _____

Other _____

TERM EXPIRATION DATE: 12/31/2023

Clerks use: _____ Web updated _____ Maddy Book updated _____ Added to Legistream agenda Form Updated 10/13/08

Monterey County

Board Report

Legistar File Number: APP 21-032

Item No.12

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

January 26, 2021

Introduced: 1/19/2021
Version: 2
Current Status: Passed
Matter Type: Appointment

Reappoint John Sargenti to the Fish and Game Advisory Commission, with a term ending date of January 1, 2024. (Supervisor Phillips)
[Enter Text Here]

NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office

Date forwarded to Clerk: January 7, 2021

From: Supervisor John M. Phillips, 2nd District

Board of Supervisors Meeting Date: **January 26, 2021**

Name of Board, Commission, or Committee: Fish & Game Advisory Commission

Name and Address of Appointed: John Sargenti

Telephone Number of Appointee: (Home)
(Work)
(e-Mail)

Check one:
New Term

Reappointment X

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

Replacing which member:

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

Resignation of member

Death of member

Member did not complete term

Other

TERM EXPIRATION DATE: 1 January 2024

Clerks use: _____ Web updated _____ Maddy Book updated _____ Added to Legistream agenda ____ COI Form Updated 05-15-13

Monterey County

Board Report

Legistar File Number: APP 21-039

Item No.13

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

January 26, 2021

Introduced: 1/19/2021

Current Status: Passed

Version: 1

Matter Type: Appointment

Appoint Fernando Elizondo to the To the Natividad Medical Center of Trustees, with a term ending date of January 26, 2024. (full board)
[Enter Text Here]

NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office

Date forwarded to Clerk: **1/8/2021**

From: (District or Committee): NATIVIDAD MEDICAL CENTER BOARD OF TRUSTEES - CLERK

Board of Supervisors Meeting Date: **1/26/2021**

Name of Board, Commission, or Committee: NATIVIDAD MEDICAL CENTER BOARD OF TRUSTEES

Name and Address of Appointee: FERNANDO ELIZONDO

Telephone Number of Appointee:

Check one

New Term: _____

Reappointment: __X__

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

Replacing which member: _____

TERM EXPIRATION DATE: _____1/2024_____

Maddy Act Regulations:

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

Resignation of member _____

Death of member _____

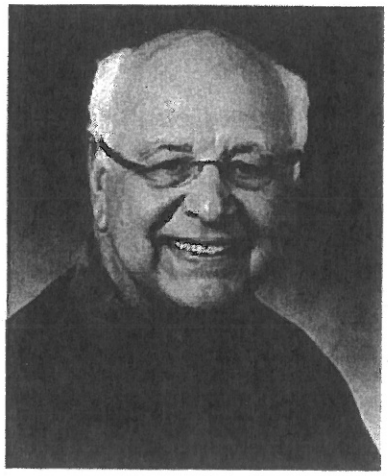
Member did not complete term _____

Other _____

TERM EXPIRATION DATE: _____

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

Form Updated 10/13/08



Fernando R. Elizondo, EdD

Board Member | President & CEO, Elizondo Educational Strategies, Inc.

Fernando Elizondo brings to the board 38 years of education experience as a classroom teacher, school site principal, central office administrator and 15 years as a superintendent of schools. Additionally, he served two terms on the Ventura Community College Board. He received his Bachelor's degree from Humboldt State, a Master's Degree from Baylor University and Doctorate from the University of Southern California.

Upon retirement as the Superintendent of Schools of the Salinas Union High School District Fernando formed an all-inclusive consulting firm Elizondo Educational Strategies, Inc. which specializes in working with school boards in the implementation of strategic planning and conducts executive searches at all levels ranging from principal to superintendent.

Fernando's involvement in the community includes serving on the Board of Directors for the Monterey County Literacy Coalition, a Commissioner on the Monterey County Community Action Commission and a member of Marina Redevelopment Agency Successor Oversight Board.

Monterey County

Board Report

Legistar File Number: APP 21-038

Item No.14

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

January 26, 2021

Introduced: 1/19/2021
Version: 1
Current Status: Passed
Matter Type: Appointment

Appointment Simon Salinas to the Natividad Medical Center of Trustees, with a term ending date of January 26, 2022. (full board)
[Enter Text Here]

NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office

Date forwarded to Clerk: **1/8/2021**

From: (District or Committee): NATIVIDAD MEDICAL CENTER BOARD OF TRUSTEES - CLERK

Board of Supervisors Meeting Date: **1/26/2021**

Name of Board, Commission, or Committee: NATIVIDAD MEDICAL CENTER BOARD OF TRUSTEES

Name and Address of Appointee: Simon Salinas

Telephone Number of Appointee:

Check one

New Term: __X_____

Reappointment: _____

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

Replacing which member: _____

TERM EXPIRATION DATE: _____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: _____

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

Form Updated 10/13/08

SUPERVISOR SIMÓN SALINAS
BIOGRAPHY

Supervisor Simón Salinas was born in Slayton, Texas--one of twelve children of migrant farmworkers. He graduated from Watsonville High School and attended Claremont McKenna College where he received a Bachelor of Arts in Political Science and Latin American Studies. Supervisor Salinas earned his Bilingual Teaching Credential from San Jose State University and his Juris Doctorate from Santa Clara University School of Law.

Having taught sixth grade in California's public classrooms, Supervisor Salinas obtained hands-on experience of the State's educational system. Following his years of teaching elementary school, he became a professor at Hartnell Community College.

Supervisor Salinas began his public service career in June 1989 when he was elected as the first Mexican-American to serve on the Salinas City Council. During his tenure with the City Council, Supervisor Salinas served as Mayor Pro-Tem. In 1993, Supervisor Salinas was elected to represent District One on the Monterey County Board of Supervisors and became the first Mexican-American to serve on the board in over 100 years. He was re-elected in 1997 and served as Chair of the Board of Supervisors in 1998.

In 2000, Supervisor Salinas was elected to the California State Assembly as the representative of the 28th District. He served six years in the State Assembly before the mandatory term limits took effect. While in Sacramento, Supervisor Salinas served as the Chair of the Local Government Committee, as well as Chairing the Select Committee on Rural Economic Development. His impressive record in the Assembly included passing legislation that addressed the issues of public safety, affordable housing, agriculture, healthcare, government transparency, education, transportation, and local government. For his leadership on these and many other issues, he was named "Legislator of the Year" by numerous organizations, including Skills USA-VICA, California Transit Association, the League of California Cities, and the American Planning Association. Supervisor Salinas' leadership has also been honored by the California Migrant Education Program, Community Action Partnership, and the Association of California Healthcare Districts.

On January 9, 2007 Supervisor Salinas once again took the oath of office and rejoined the Monterey County Board of Supervisors; this time representing the Third District. Reflecting the most pressing needs of the Third District, Supervisor Salinas has concentrated his efforts on community safety, economic development, health care, affordable housing, transportation, and agricultural viability. He served as Chair of the Monterey County Board of Supervisors in 2010 and began a new four-year term on January 11, 2011.

Supervisor Salinas currently represents the County Board of Supervisors on the following County committees: Alternative Energy Committee; Capital Improvement Committee; Equal Opportunity Committee, Health and Human Services Committee; Urban/County Community Development Block Grant Committee, and the Water Resources Joint Boards Leadership Committee. Furthermore, Supervisor Salinas represents the County of Monterey on the following agency boards: Natividad Medical Center Board of Trustees, Association of Monterey Bay Area Governments (AMBAG);

Transportation Agency for Monterey County (TAMC); Emergency Communications Policy Advisory Council; Emergency Medical Services Committee; Monterey Bay Unified Air Pollution Control District; President of Salinas Valley Solid Waste Authority; Chair of Monterey County Children and Families Commission also known as First 5 Monterey County; and Local Agency Formation Commission of Monterey County (LAFCO).

Supervisor Salinas was raised in this beautiful state, he spent much of his childhood following the available work in the agricultural fields with his family. He understands the intricacies that define the unique challenges we face, as a Central Coast region. Supervisor Salinas has one son who is a graduate of Cal Poly, San Luis Obispo. Like many parents, Supervisor Salinas wants to make sure his son, and all of California's children have access to a first-class public education, from kindergarten through college, and that they are encouraged to reach their full potential.

Monterey County

Board Report

Legistar File Number: APP 21-037

Item No.15

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

January 26, 2021

Introduced: 1/19/2021

Current Status: Passed

Version: 1

Matter Type: Appointment

Appointment Manuel Osorio to the To the Natividad Medical Center of Trustees, with a term ending date of January 26, 2022. (full board)
[Enter Text Here]

NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office

Date forwarded to Clerk: **1/8/2021**

From: (District or Committee): NATIVIDAD MEDICAL CENTER BOARD OF TRUSTEES - CLERK

Board of Supervisors Meeting Date: **1/26/2021**

Name of Board, Commission, or Committee: NATIVIDAD MEDICAL CENTER BOARD OF TRUSTEES

Name and Address of Appointee: Manuel Osorio

Telephone Number of Appointee:

Check one

New Term: __X_____

Reappointment: _____

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

Replacing which member: _____

TERM EXPIRATION DATE: _____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: _____

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

Form Updated 10/13/08

Manuel M. Osorio

EDUCATION

Master of Arts, Counseling Education, 1980
San Jose State University, San Jose, CA

Bachelor of Arts, Psychology, 1973
University of California, Santa Cruz, CA

Associate of Arts, 1971
Cabrillo College, Aptos, CA

Credentials
Community College Student Personnel Worker (Life)
Community College Supervisor (Life)
Community College Counselor (Life)

PROFESSIONAL EXPERIENCE

Cabrillo College, 1973 – 2007
6500 Soquel Drive
Aptos, California 95003

Vice President/Assistant Superintendent Student Services, 1996 – Retired 2007

Responsible for providing direction and leadership for student services programs and staff for an enrollment of 14,000 students at a main campus and two satellite sites. Position included management and supervision of Admissions and Records, Counseling Division, Career Planning and Job Placement, the Extended Opportunities Programs and Services (EOPS), Cabrillo Advancement Program (CAP), Veterans, Scholarships, International Students, Health Services, Puente, Student Affairs, and the Transfer Center. Duties included institutional planning and development, faculty and staff recruitment, selection and evaluation, negotiations, budget management of 4.5 million dollars, facilities planning, professional development and community partnerships. Also served as primary student services supervisor of the off-campus programs at the Watsonville Center and the San Lorenzo Valley site.

Dean of Student Services, 1984 – 1996

Major administrative responsibility for the supervision and management of Student Services departments, including Admissions and Records, Financial Aid, EOPS, Placement/Career Center, Scholarship, Veteran Affairs, Tutorials, and Student Affairs. Duties included planning, budget management, faculty and staff hiring, promotion and evaluation, and program development. Also provided leadership and advisement to the Student Senate President, Student Trustee and student organizations. One-year assignment as the Director of Affirmative Action while the college searched to fill the position. This position was upgraded to the Vice President of Student Services.

Assistant Dean, Student Services, 1982 – 1984

Responsible for administrative supervision for EOPS, Tutorial Program, Veteran Affairs, Scholarship, Placement/Career Center, and Student Affairs. Directed the hiring and evaluation of staff. Developed planning process for budget request as well as budget reductions. Directed the Financial Aid program in the absence of a Director, supervised staff and submitted Federal and State reports. Initiated Policy review and revision for Student Services for College review. Provided workshops for high school students, led by minority faculty and students regarding college and transfer.

EOPS Counselor/Director, 1975 - 1982

Split position included counseling and administrative job responsibilities. Counseling responsibilities included the provision of counseling services to students in the EOPS Program, orientation, and outreach and recruitment. Administrative responsibilities included the supervision and management of EOPS, Financial Aid and the Tutorial Program. The position required oversight for state accountability, including record keeping, annual program plans, and fiscal expenditure documentation. Served as a faculty advisor for the ethnic minority clubs (Black Student Union and Muvamiento Estudientil Chicano de Aztlan known as MECHA.)

Financial Aid Assistant, 1973 – 1975

Assistant to the Director of Financial Aid and responsible for student advising and the awarding and packaging of financial aid. Provided direction for the Work Study program assuring appropriate assignment of student to employee, including fiscal oversight for approximately 300 students.

PROFESSIONAL ORGANIZATIONS

Association of California Community Colleges' Administrators (CCCCSSAA)
Community College League of California
Mexican American School Board Association
California Community College EOPS Association
Public School Trustee Association
California Association of Bilingual Educators

BOARD APPOINTMENTS

Hartnell Community College District Board of Trustees, 2015-2020; President 2016 and 2017
North Monterey County School District Board of Trustees, 2008-2011
Pajaro Valley Unified School District Board of Trustees, 1979-90; President 1980 and 1984
Rotary Club of Watsonville, 30 years; President, 2009
Transportation Management Association Board of Directors, 2002-2007
Delta School, Board of Directors, Charter Schools, 2002-2007
CCCCSSAA, Executive Board, 1995-2000; President, 1999
Latino Chamber of Commerce of Santa Cruz County, 1996-Present; President, 1997
United Way Board of Trustees, 1990-95
Tri-County YMCA Board, 1995
League of United Latin American Citizens, 1993-to date; Treasurer, 1993 and 1994
Cultural Council of Santa Cruz County, 1985-89
Cabrillo College Hispanic Affairs Council 1985- 2007
Editorial Board for the I-Journal developed by the CCCCSSAA, 2001-2007
Sunrise House Board of Directors 2008-2012

AWARDS

California Senate Resolution, Accomplishments in Higher Education
California Legislature Assembly Resolution, Visionary Role in Community Colleges
City of Santa Cruz Mayor's Proclamation
Santa Cruz Board of Supervisors Proclamation
City of Watsonville Proclamation
Cabrillo College Governing Board Proclamation
Paul Harris Fellow, Rotary International
Certificate of Appreciation, Founder of the Leadership Program
Humanitarian Award, Santa Cruz NAACP
Award of Appreciation, Alpha Gamma Sigma, 10 Awards
Outstanding Young Men of America Award
Cabrillo College Associated Students, 10 Awards
Cabrillo Faculty Senate Award
Fiestas Patrias, Outstanding Service and Support to the Children of our Community

Monterey County

Board Report

Legistar File Number: APP 21-036

Item No.16

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

January 26, 2021

Introduced: 1/19/2021
Version: 1
Current Status: Passed
Matter Type: Appointment

Appointment Manny Gonzalez to the To the Natividad Medical Center of Trustees, with a term ending date of January 26, 2022. (full board)

[Enter Text Here]

NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office

Date forwarded to Clerk: **1/8/2021**

From: (District or Committee): NATIVIDAD MEDICAL CENTER BOARD OF TRUSTEES - CLERK

Board of Supervisors Meeting Date: **1/26/2021**

Name of Board, Commission, or Committee: NATIVIDAD MEDICAL CENTER BOARD OF TRUSTEES

Name and Address of Appointee: Manny Gonzalez

Telephone Number of Appointee: 831-998-2086

Check one

New Term: __X_____

Reappointment: _____

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

Replacing which member: _____

TERM EXPIRATION DATE: _____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: _____

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

Form Updated 10/13/08

RESUME FOR MANUEL T. GONZÁLEZ

EXPERIENCE:

Executive Director, Housing Authority of the County of Monterey - July 2018 to March 2019

Responsible for providing executive level direction, management and financial oversight of the Housing Authority and 73 staff members that provided over a 3,000 Housing Choice Voucher program and Property Management of 1,200 units of family and elderly housing to residents in Monterey County. The Housing Voucher program provided over $30 million to Monterey County landlords for housing assistant for Section 8 families and elderly residents. In total, the agency received close to $34 million from the U.S. Department of Housing and Urban Development to provide these services. The Property Management was provided to two non-profit agencies under the Housing Authority that owned the properties. Led a team that successfully negotiated a 3 year contract with SEIU that included a provision for an Economic Reopener of negotiations in case of budget deficits. This provision was only the second one of its kind in the State of California. As the Executive Director, I also was responsible for with the Board of Commissioners, setting the agenda for monthly meetings, working with local, state and federal entities, community groups and the public.

Assistant County Administrative Officer, Monterey County - April 2013 to July 2018

Provided executive level support to the County Administrative Officer (CAO), the Board of Supervisors, elected and appointed officials as the liaison to the Public Safety Departments that include offices of the Sheriff, District Attorney, Probation and the Public Defender, and Social Services and Library Departments, and supervise the Elections, Child Support, and Health Departments plus oversee the County's Governing for Racial Equity and Gang Violence Prevention efforts. Acted as the Interim Human Resources Director from May 1, 2015 to July 2, 2016. My role is to provide executive leadership and direction while working collaboratively with County Departments/Offices and community groups in resolving administrative, management and community problems by researching and finding solutions through innovative opportunities, allocating scarce resources appropriately through the budgetary process that enable county departments to respond and fulfill the various needs of county residents. As executive team member of the Office of CAO, we oversee the budget and operations of a $1.3 billion with over 5,200 employee organization. Finally, I lead the County's Gang Violence Initiative and represent the County on gang violence efforts in Salinas, Seaside and South County which includes the cities of Gonzales, Soledad, Greenfield and King City. Report directly to the County Administrative Officer and act on his behalf as necessary.

Assistant County Manager for Administrative Services, Pinal County AZ. – December 2005 to March 2103

Provided executive level support to the County Manager, the Board of Supervisors, elected and appointed officials by researching innovative financial opportunities, allocating scarce resources appropriately through the budgetary process enabling county departments to respond and fulfill the various needs of county residents. Provide executive leadership and direction to the following departments: Correctional Health, Elections, Finance, Housing, Human Resources, Information Technology, Library District, Public Health, Public Fiduciary, and Public Defender. Collaborate with the County Manager in developing, preparing and monitoring the over $357 million operating budget that includes over 2,600 employees. County Management representative on the Central Arizona Association of Governments and former Chair of the Management committee. Management representative on the Joint Planning Advisory Council (JPAC) made up of elected officials from the Maricopa Association of Governments (MAG), Pima Association of Governments (PAG) and the Central Arizona Association of Governments (CAAG) tasked with working collaboratively on planning the "Megapolitan" area that is projected to develop from Prescott in Yavapai County, south into Mexico. Part of team that negotiated Pinal County's first Memorandum of Understanding with the Deputy Sheriff's Association. Report to the County Manager and act as the County Manager when he is away from the office.

Town of Guadalupe, Arizona, Human Services Department Director - August 1984 - October 1985

Directed the Human Services Department supervising 6 employees. Developed, implemented, and monitored the $350,000 department budget. Represented the Town on the Maricopa Association of Governments Human Services Technical Committee, and the Maricopa County Community Action Directors committee.

Town of Guadalupe, Arizona, Placement and Guidance Counselor - August 1980 to May 1984

Performed employment and career counseling with town residents with than 50% or more being members of the Pasqua Yaqui tribe. Administered job development and high school drop-out prevention programs. Additionally, I supervised the Community Action Program with 3 employees for 2 years.

EDUCATION

Master's of Public Administration, Arizona State University, Tempe, Arizona - **May 1987**
Bachelors of Social Work, Arizona State University, Tempe, Arizona - **August 1980**

PROFESSIONAL MEMBERSHIPS

National Association of Housing and Redevelopment Officials (NAHRO) Member (1999 – 12/05)
Member of NAHRO Housing Committee (10/99 – 12/05)
International City/County Management Association (ICMA) 1992 -2000 and 2006 - 2018
Arizona Municipal Management Assistants Association Member (1987 to 1994)(President 1/93 - 7/94)
Arizona City Management Association Member (1991 to 2013) (Executive Board - 1/93 - 7/94)
Phoenix Hispanic Network (1995 to 2005) (President 1998)

BOARDS

CHISPA Housing Board January 2017 – June 2018 and January 2020 to Present
United Way Board of Monterey County June 2015 – December 2017
Rancho Cielo Board of Directors September 2013 – June 2014 and January 2019 - Present
Arizona State Housing Finance Authority (April 2008 – Present) Appointed by Governors Napolitano & Brewer.
City of Phoenix Employee Deferred Compensation Board (February 1995 – August 2003)

Housing Department, Management Assistant II - March 1993 to December 1994

Directed Budget and Support Services Section and supervised a staff of seven. Prepared revenue and expenditure estimates, the preparation of the City Operating Budget, prepared and submitted HUD budgets totaling $44.3 million in FY 1994-95. Prepared annual Public Housing Management Assessment Program Certification. Acted as the Department Liaison with Mayor and City Council and Budget Offices and HUD.

Budget and Research Department, Management Assistant II - October 1991 to March 1993

Reviewed, evaluated and made recommendations to management on staffing requests, reorganizations of departments, space needs, and computer equipment. Analyzed and monitored budgets for City Clerk, Equal Opportunity, Public Information and Housing Department program operating budgets that total $49.4 million.

Budget and Research Department, Budget Analyst II - September 1990 to October 1991

Analyzed and monitored the Police, Finance, and the Neighborhood Fight-Back Department programs with operating budgets of $175.6 million in FY 1991-92. Performed management studies of new programs, reorganizations, and staffing.

Water and Wastewater Department, Budget Analyst - October 1989 to September 1990

Coordinated and prepared the program and line item budget expenditure estimates. Monitored $101 million operating budget and provided technical advice to department management supervising staff. Coordinated, prepared, submitted and monitored Department Five Year $369 million Capital Improvement Program. Prepared Five Year Cash Flow Expenditure Projections Report for Department projects.

Maricopa County, Arizona
Management Analyst II - Office of Management Analysis- November 1988 to September 1989

Directed and conducted a special management study of the Elections Department and an Impact Study of an Internal Audit Plan for expansion of the audit function. Presented findings and proposed solutions to problems. Assisted in management review of the Telecommunications Dep't and developed the Program Budget Review

City Chandler Arizona Administrative Assistant - Public Works Department- July 1986 to November 1988

Provided administrative support to the Public Works Director. Liaison to the City Council and City Manager's Offices. Coordinated preparation, submission and monitoring of department operating and capital budgets. Responsible for bringing public bus service to Chandler at no cost to City.

Maricopa County, Arizona
Administrative Intern - Office of Management Analysis, - December 1985 to July 1986

Assisted Senior Management Analysts in conducting management studies of organizations, administrative policies and procedures, practices, and operations of County departments.

City of Phoenix, Arizona – October 1989 to December 2005

Housing Director - June 1999 to December 2005

Member of City Executive Team, directed and managed the City's Housing Department, which consisted of over 3,800 housing units, 5,200 Section 8 Vouchers and the development of affordable housing units, housing over 24,000 residents. Prepared and managed an operating budget of over $74 million, 140 employees and housing developments valued at over $180 million. Oversaw the distribution of over $33 million in General Obligation Bond Funds, over $8 million in HOME funds and $1.8 million in Community Development Block Grant funds to agencies that developed affordable and mixed income senior and family housing units. Responsible for developing, submitting and receiving a $35 Million HOPE VI Grant to redevelop Public Housing through the U.S. Department of Housing and Urban Development (HUD) in 2001. Under my direction, the Department received HUD High Performer Designation in fiscal years 2000-01, 2001-02, 2002-03 and 2003-04. As Director, worked directly with the 2000 and 2005 Citizen Bond Committees and Subcommittees, for profit, non-profit developers and community based organizations that developed affordable and mixed income housing developments. Directly worked with the Phoenix Industrial Development Authority in creating innovative affordable and mixed income single family and multifamily unit funding vehicles while working with banks, realtors, and other financial institutions. Worked collaboratively with the Neighborhood Services Department and community groups in selecting affordable and mixed income housing sites.

Deputy Development Services Director - February 1998 to June 1999

Assigned from the City Manager's Office to implement recommendations of a City Manager appointed Development Services Department (DSD) Customer Service Ad Hoc Committee. This required coordinating with representatives of the Central Arizona Homebuilders, engineers, architects, realtors, land use attorneys and developers of residential and commercial projects that were customers of the Department. The Committee's charge was to review the current DSD policies and procedures, processes, codes, interdepartmental relations and to make recommendations to the City Manager on improving services to customers and the community. Additionally, served as liaison between the Department and the Offices of the Mayor, City Council and the City Manager and customers. Implemented upgrades to the DSD Business Application Computer Information System that developed the infrastructure to submit plans and monitor projects on line.

City Manager's Office - Management Assistant III - June 1995 to February 1998

Provided day to day management and administrative support to the Assistant City Manager and Deputy City Manager. Acted as the liaison in meetings with elected officials, executive team members, directors, other governmental agencies, private citizens, special interest groups and local business leaders as needed. Provided administrative support to the City Council Housing and Neighborhoods Subcommittee. Worked closely with the following Departments and functions: Community and Economic Development, Community Relations, Development Services, Engineering and Architectural Services, Development Services, Infill Programs, Information Technology and Streets.

Housing Department Manager - December 1994 to June 1995

Directed the purchase, rehabilitation, maintenance and operations of the Scattered Sites Program, which included 400 single-family units valued at nearly $30 million and a staff of 27. Liaison to the Mayor, City Council and City Manager offices. Developed and implemented a Homeownership Program designed to help low and medium income tenants achieve homeownership. Responsible for operating budget of $1.7 million and capital budget for purchasing homes of $9.6 million.

Monterey County

Board Report

Legistar File Number: APP 21-043

Item No.16.1

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

January 26, 2021

Introduced: 2/2/2021

Current Status: Passed

Version: 1

Matter Type: Appointment

Appoint Monica Hale to the Commission on the Status of Woman, with a term ending date of February 1, 2023. (Supervisor Phillips) (ADDED VIA SUPPLEMENTAL)
[Enter Text Here]

NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office Date forwarded to Clerk: January 14, 2021

From: Supervisor John M. Phillips, 2nd District

Board of Supervisors Meeting Date: **February 2, 2021**

Name of Board, Commission, or Committee: Commission on the Status of Women

Name Appointed: Monica Hale

Check one:
New Term

Reappointment

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

Replacing which member: **CYNTHIA SUVERKROP**

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: February 1, 2023

Clerks use: _____ Web updated _____ Maddy Book updated _____ Added to Legistream agenda ____ COI Form Updated 05-15-13

Monterey County

Board Report

Legistar File Number: OBM 21-012

Item No.17

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

January 26, 2021

Introduced: 1/12/2021

Version: 1

Current Status: Board Comments

Matter Type: Other Board Matters

Board Comments

Monterey County

Board Report

Legistar File Number: OBM 21-013

Item No.18

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

January 26, 2021

Introduced: 1/12/2021

Current Status: County Administrative Officer Comments and Referrals

Version: 1

Matter Type: Other Board Matters

County Administration Officer Comments and Referrals

Monterey County Board of Supervisors

MEETING:	**January 26, 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	Item	Report	Status
1	2016.02	4/12/16	Potter	HCD	County Counsel	Girard/~~Holm~~ Novo	5/10/16	Short Term Rental (STR) Ordinance a) Prioritize completion of the STR rental ordinance by scheduling a final meeting of the STR Working Group; and b) Present a complete STR Ordinance to the Planning Commission; c) County Counsel respond to the Board re. County not engage in code violation citations while the STR ordinance is being developed.	Staff presented the draft vacation rental ordinances to the Board on November 17, 2020, and pursuant to Board direction, anticipate returning with recommendations to the Board February/March 2021.	Pending
2	2017.18	9/19/17	Board	HRD		Ramirez-Bough	10/24/17	Request a presentation to the Board of Supervisors with options for commissioner compensation that supports our ability to recruit a diverse and representative pool of commissioners.	The item was presented to the Board on 10/2/2018. The Board directed that HR: 1) convene a committee of Department Heads that manage significant boards and commissions to develop a Commissioner Recruitment Strategy; 2) ask departments to provide information related to the diversity of their current volunteer Commissioner's and committee members; and 3) work with County Counsel and Auditor to determine what would be involved/required to actively implement reimbursement to these volunteers, with budget/cost implications. A report will be presented to the Board in ~~January~~ March 2021.	Pending
3	2017.20	11/19/19	Alejo	PWFP		Ishii	1/28/20	Lease agreement between the City of Salinas and the County of Monterey regarding County's parcel adjacent 855 East Laurel Drive in Salinas for the implementation of a BMX Bike Track, new Skate Park, and sidewalk on East Laurel Drive in Salinas.	An initial referral was initiated on September 15, 2017. On September 1, 2017, Supervisor Alejo held a meeting with the City of Salinas, County RMA staff, and a BMX bike park and skate park engineers/designers to review the property. County Staff conferred with City Staff relative to the City's update of their Parks Master Plan. RMA has also been coordinating with City staff regarding sidewalks on County-owned lands along East Laurel Drive adjacent to this property (between Sanborn Road and Constitution Boulevard). The referral was closed on May 7, 2019 for staff to pursue efforts for a Shelter at 855 E. Laurel. RMA is preparing to bring a master planning effort for use of County lands, specifically lands at Natividad/Laurel in Salinas. This matter is reinstated for reconsideration. Public comment on this item was received on January 14, 2020. Item was pulled from the June 16, 2020, Board meeting agenda and is on hold pending identification of funding. Staff to consult with requesting Supervisor prior to resubmitting item to the Board.	Postponed
4	2017.21	9/26/17	Alejo	HCD/Econ. Dev.		~~Holm~~ Novo	12/12/17	Expand access to Accessory Dwelling Units (ADU) in Monterey County to address housing shortage in Monterey County.	An ordinance was adopted by the Board on September 15, 2020. Staff is developing a draft incentive program, such as reduced fees and expedited processing, for Board consideration in ~~January~~ March 2021.	Pending
5	2018.15	6/5/18	Phillips./Alejo	HCD		~~Holm~~ Novo	7/17/18	Consider zoning changes to prohibit drilling for oil & gas north of King City	Present options for initiating amendments to County zoning to prohibit new oil and gas exploration in Monterey County except in the southern Salinas Valley, generally south of King City and east of the Santa Lucia range, so that it meets all legal requirements. RMA prepared options for consideration by the Planning Commission at a workshop held on 7/11/18. Referral postponed until Measure Z litigation is concluded.	Postponed

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept. Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
6	2018.16	6/26/2018	Alejo	County Counsel/Auditor-Controller	Girard/Shah	8/28/2018	Update County Travel Policy by County Counsel in coordination with the Auditor-Controller's Office.	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. 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 March 2021.	Pending
7	2018.28	12/4/2018	Phillips	HCD	~~Holm~~ Novo	12/11/2018	Affordable Housing in the Coastal Zone	Amend County LCP to be consistent with the Coastal Act regarding affordable housing, authorize staff to investigate processes and provide language revision recommendations to the Local Coastal Plan. A presentation was provided to the Board on January 15, 2019. Staff will provide a memorandum to the Board in the near future.	Pending
8	2019.08	9/10/2019	Alejo	PWFP/IGLA	Ishii/Chiulos	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 Cou	Jimenez/Ramirez/Strimling	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~~ Novo	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/Burnhar	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 I'Automobile headquartered in Paris. Like Formula 1, Formula-E is a racing championship with single-seater, open cockpit vehicles, and can reach 62 mph in 2.8 seconds, similar as their gas-powered counterpart. But their maximum speed is about 174 mph as compared to the Formula 1 cars at 230 mph. Formula-E currently takes place in New York City, Mexico City, Berlin, Seoul, Jakarta, Rome, Santiago, Diriyah, Marrakesh, Sanya, Paris and London. Long Beach was the only prior site on the west coast to hold races in the 2014-15 and 2015-16 racing seasons. With our close proximity to the Silicon Valley and the San Francisco Bay area, Laguna Seca Raceway is ideally located to hold such a global event and attract potential sponsors from the tech and electric-vehicle industry. It could also attract a new generation of fans from the tech sector. E-racing is the future of auto racing in the world and it also promotes cleaner and quieter vehicles/events. An event at Laguna Seca could also showcase the latest manufacturing of electric and hybrid racing and conventional vehicles from California and throughout the world. With the recent development of Stay in Place Order nationwide/worldwide the sport of racing had come to a sudden halt and interest in expansion of most racing series at new circuits was not an industry priority. Until racing, including e-formula resumes established circuit activities expansion is not a priority focus as priority focus will be on reestablishing the sport. Once racing has achieved a successful restart staff will begin exploration of new racing events, including but not limited to e-formula, timeline would be to initiate discussions in early 2021 with a potential deal in 2023.	Pending
13	2020.06	1/28/2020	Parker	PWFP	Ishii	3/10/2020	Install speed limit signs on West Camp/Watkins Gate Roads	Staff conducted a community town hall meeting on traffic issues on November 18, 2020. There was quite an attendance and traffic questions were answered - proposed speed zones were also presented. Staff will finalize a board memorandum and will be bringing back Title 12 updates through ordinance for the Board in early 2021.	Pending
14	2020.09	2/25/2020	Lopez	CAO	Chiulos	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 May 2021.	Pending
15	2020.11	3/3/2020	Lopez & Alejo	CAO	Woods	4/7/2020	Investigate the feasibility and viability of the creation of a public bank to serve our local government needs.	The referral seeks for staff to investigate the feasibility and viability of the creation of a public bank to serve our local government needs, while not competing with our local and national banking institutions. Recently passed state legislation, AB 857, allows for the establishment of ten public banks in California to address the needs of California local governments. The County is a top rated credit agency and this allows ease of access to credit markets at favorable rates that are well subscribed County issuances. For this reason, as well as minimal County issuance activity, creation of a public bank is not recommended. If it is desired to create a public bank to increase access to credit for other public agencies, it is estimated that the cost to engage banking professionals could exceed $100,000. Staff will bring a report in January 2021 to the Board of Supervisors to determine the Board's interest in hiring banking industry professionals to engage in a feasibility study.	Pending
16	2020.12	3/3/2020	Phillips & Adams	CAO/PWFP	Vega/Ishii	4/7/2020	Consider funding options to increase the Pavement Condition Index of County roads to at least a "Fair" standard over the next ten years.	The referral seeks to establish funding for a program to increase the condition of our county roads over the next ten years that will reduce long term capital expenses. Staff has met to discuss options. Staff will need to access fiscal impacts from COVID-19 prior to responding to this referral. It is anticipated that staff will have the information needed by January 2021.	Pending

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

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept. Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
23	2020.28	12/8/2020	Lopez	Auditor-Controller	Shah		Local propositions to receive a financial analysis	This referral seeks to require an economic study be prepared that identifies the fiscal and economic impacts of the proposed ballot measure. Analyze and propose a policy that would require a draft economic report be prepared by the County Auditor-Controller and provide the County Auditor-Controller's assessment, relying on appropriate professional standards, regarding the changes in revenue and costs that may result from the proposed ballot measure, if such measure were ultimately approved. This referral seeks to create a consistent, apolitical, financial analysis of proposed changes and should consider all potential costs and fiscal impacts to the County and its economy. The referral requests a report to the Board in 3 months (March).	Pending
24	2021.01	1/12/2021	Alejo-Lopez	Health	Jimenez	1/26/2021	Phase 1b Agriculture Workers Vaccination Plan	This referral seeks to devise a comprehensive plan, in collaboration with agriculture associations, employers, labor unions and healthcare professionals, for the successful vaccination of tens of thousands of agricultural workers in Monterey County. Staff held a discussion with Ag and Union Leaders on January 19, 2021.	Pending
25	2021.02	1/26/2021	Alejo	Sheriff	Bernal	2/23/2021	Monterey County Jail Inmate Escape Notification, Public Alert System & Safety Review	This referral seeks to establish policies and the utilization of technology to provide public alerts when inmates escape from the Monterey County Jail, as well as the provision of immediate notifications to the Monterey County Board of Supervisors. Also, to review all County Jail exterior security plans and protocols to reduce risk of inmate escapes. The referral requests a report and presentation to the Board in one month.	"NEW" Pending Approval on 1/26/21
	Completed by Executive Assistant on January 21, 2021								

Monterey County

Board Report

Legistar File Number: 21-046

Item No.19

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

January 26, 2021

Introduced: 1/12/2021

Version: 1

Current Status: General Public Comments

Matter Type: Other Board Matters

General Public Comments

Monterey County

Item No.20

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

Board Report

Legistar File Number: RES 21-013

January 26, 2021

Introduced: 1/13/2021

Current Status: Passed - Office of the Emergency Services

Version: 1

Matter Type: BoS Resolution

Adopt Resolution approving the November 2020 revision of the County of Monterey Emergency Operations Plan and September 2020 Plan Annex N - Family Assistance Plan in accordance with Chapter 2.68.080 and 2.68.0404 of the County Code.

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt Resolution approving the November 2020 revision of the County of Monterey Emergency Operations Plan and September 2020 Plan Annex N - Family Assistance Plan in accordance with Chapter 2.68.080 and 2.68.0404 of the County Code.

SUMMARY:

Section 2.68.080 of the County Code prescribes the purpose and process for adopting and maintaining an Emergency Operations Plan (EOP) for the County of Monterey. An Emergency Operations Plan is a key component of an emergency operations program, establishing the overall authority, roles and functions performed during response to major emergencies and disasters. The EOP also sets forth those overall authorities, roles and functions for preparedness, recovery and mitigation phases of emergency management. The emergency operations program is in continuous operation and includes non-disaster related activities such as training, exercises and public education. This plan provides the basis for the preparation of emergency operations including roles and responsibilities of government and emergency support agencies. The EOP provides guidance for disaster response and recovery. The November 2020 Emergency Operations Plan is a revision to a plan approved by the Board of Supervisors in 2013.

Annex N: Family Assistance Plan, is a newly developed annex to the EOP. The Family Assistance Plan is intended to coordinate and define roles and procedures for, 1) The safe, timely, and effective reunification of families after a disaster, 2) Providing appropriate and timely mental health, spiritual, public health, victim assistance, and recovery services that are tailored for the needs of those impacted, 3) Provide support agencies with the ability to provide a consistent and coordinated response to victims and families by centralizing the flow of information and services and assigning responsibilities to specific response agencies. The Monterey County Operational Area Emergency Operations Plan revision and Annex N - Family Assistance Plan were approved, and adoption recommended by the Monterey County Operational Area Disaster Council on October 28, 2020.

DISCUSSION:

The County's 2013 edition of the Emergency Operations Plan (EOP) needed revision to maintain compliance with California's Standard Emergency Management System (SEMS) and the National Incident Management System (NIMS), and to reflect changes made within the County's emergency operations program to address the challenges of responding to and recovering from major emergencies and disasters within the County in today's environment. FEMA's National Response Framework identifies the local jurisdictions' responsibility to develop detailed, robust all-hazards/all threats EOPs that should address strategies for both no-notice and forewarned events giving consideration to assisting the access and functional needs population. The November 2020 EOP has a simple format and is based on the FEMA Comprehensive Planning Guide document for writing and maintaining EOPs. The plan format includes Annexes that include all Emergency Response Plans adopted by the County whether hazard or geographic specific.

The Annex N - Family Assistance Plan, is a newly developed plan serving as a guidance document for the purpose of reunification, delivery many forms of assistance, and access to services in a centralized location after an emergency disaster.

OTHER AGENCY INVOLVEMENT:
The Monterey County Operational Area Disaster Council serves as the advisory council to the Board of Supervisors and convenes at the request of the Director of Emergency Services (CAO) to consider and recommend emergency plans and agreements to improve disaster preparedness countywide as authorized by Monterey County Code 2.67et Seq. The Disaster Council is comprised of representatives from County Departments and County leaders responsible for emergency and disaster operations.

FINANCING:
The Office of Emergency Services if funded through the General Fund. Approval of these Strategic Plans will not impact the budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

_X_Economic Development
_X_Administration
_X_Health & Human Services
_X_Infrastructure
_X_Public Safety

Prepared by: Gerry R. Malais, Emergency Services Manager _____

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

Attachments: draft Resolution, Monterey County Office of Emergency Services Operations Plan and Annex N - Family Assistance Plan

Monterey County

Item No.

Board Report

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

Legistar File Number: RES 21-013

January 26, 2021

Introduced: 1/13/2021
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt Resolution approving the November 2020 revision of the County of Monterey Emergency Operations Plan and September 2020 Plan Annex N - Family Assistance Plan in accordance with Chapter 2.68.080 and 2.68.0404 of the County Code.

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt Resolution approving the November 2020 revision of the County of Monterey Emergency Operations Plan and September 2020 Plan Annex N - Family Assistance Plan in accordance with Chapter 2.68.080 and 2.68.0404 of the County Code.

SUMMARY:

Section 2.68.080 of the County Code prescribes the purpose and process for adopting and maintaining an Emergency Operations Plan (EOP) for the County of Monterey. An Emergency Operations Plan is a key component of an emergency operations program, establishing the overall authority, roles and functions performed during response to major emergencies and disasters. The EOP also sets forth those overall authorities, roles and functions for preparedness, recovery and mitigation phases of emergency management. The emergency operations program is in continuous operation and includes non-disaster related activities such as training, exercises and public education. This plan provides the basis for the preparation of emergency operations including roles and responsibilities of government and emergency support agencies. The EOP provides guidance for disaster response and recovery. The November 2020 Emergency Operations Plan is a revision to a plan approved by the Board of Supervisors in 2013.

Annex N: Family Assistance Plan, is a newly developed annex to the EOP. The Family Assistance Plan is intended to coordinate and define roles and procedures for, 1) The safe, timely, and effective reunification of families after a disaster, 2) Providing appropriate and timely mental health, spiritual, public health, victim assistance, and recovery services that are tailored for the needs of those impacted, 3) Provide support agencies with the ability to provide a consistent and coordinated response to victims and families by centralizing the flow of information and services and assigning responsibilities to specific response agencies. The Monterey County Operational Area Emergency Operations Plan revision and Annex N - Family Assistance Plan were approved, and adoption recommended by the Monterey County Operational Area Disaster Council on October 28, 2020.

DISCUSSION:

The County's 2013 edition of the Emergency Operations Plan (EOP) needed revision to maintain

compliance with California's Standard Emergency Management System (SEMS) and the National Incident Management System (NIMS), and to reflect changes made within the County's emergency operations program to address the challenges of responding to and recovering from major emergencies and disasters within the County in today's environment. FEMA's National Response Framework identifies the local jurisdictions' responsibility to develop detailed, robust all-hazards/all threats EOPs that should address strategies for both no-notice and forewarned events giving consideration to assisting the access and functional needs population. The November 2020 EOP has a simple format and is based on the FEMA Comprehensive Planning Guide document for writing and maintaining EOPs. The plan format includes Annexes that include all Emergency Response Plans adopted by the County whether hazard or geographic specific.

The Annex N - Family Assistance Plan, is a newly developed plan serving as a guidance document for the purpose of reunification, delivery many forms of assistance, and access to services in a centralized location after an emergency disaster.

OTHER AGENCY INVOLVEMENT:
The Monterey County Operational Area Disaster Council serves as the advisory council to the Board of Supervisors and convenes at the request of the Director of Emergency Services (CAO) to consider and recommend emergency plans and agreements to improve disaster preparedness countywide as authorized by Monterey County Code 2.67et Seq. The Disaster Council is comprised of representatives from County Departments and County leaders responsible for emergency and disaster operations.

FINANCING:
The Office of Emergency Services if funded through the General Fund. Approval of these Strategic Plans will not impact the budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

_X_Economic Development
_X_Administration
_X_Health & Human Services
_X_Infrastructure
_X_Public Safety

Prepared by: Gerry R. Malais, Emergency Services Manager _____

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

Attachments: draft Resolution, Monterey County Office of Emergency Services Operations Plan and Annex N - Family Assistance Plan

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

Resolution No.

Resolution adopting the November 2020 revision to the County of Monterey Emergency Operations Plan and September 2020 Annex N - Family Assistance Plan in accordance with Chapter 2.68.080 and 2.68.040 of the County Code.	))))

WHEREAS, Section 2.68.080 of the County Code prescribes the purpose and process for adopting and maintaining an Emergency Operations Plan for the County of Monterey; and

WHEREAS, an Emergency Operations Plan is a key component of an emergency operations program, establishing the overall authority, roles and functions performed during response to major emergencies/disasters. It also sets forth those overall authorities, roles and functions for disaster preparedness, recovery and mitigation phases of emergency management when carried out in conjunction with responding to a disaster. The County's March 2014 edition of the Emergency Operations Plan needed a revision to maintain compliance with California's Standard Emergency Management System (SEMS) and the National Incident Management System (NIMS); and

WHEREAS, the Adoption of Annex N – Family Assistance Plan is a significant milestone in the County of Monterey's extensive efforts to create a more resilient Monterey County by prioritizing life safety, the reduction of suffering, protection of property, protection of the environment, continuity and restoration of basic services; and assurance of timely community and economic resiliency as they relate to disasters, and

WHEREAS, in accordance with Section 2.68.040 and 2.68.080 of the County Code the Emergency Operations Plan revision process included a working group consisting of stakeholders with review and comment from the Monterey County Disaster Council who is responsible to make recommendation for approval of the plan and annex to the Board of Supervisors. The revision process was carried out in accordance with FEMA's Comprehensive Planning Guide 101 Version 2.0.

NOW, THEREFORE, BE IT RESOLVED, that based on the recommendation from the Monterey County Disaster Council the Board of Supervisors does hereby approve November 2020 revision of the County of Monterey Emergency Operations Plan and September 2020, plan Annex – Family Assitance.

PASSED AND ADOPTED on this 26th 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____.

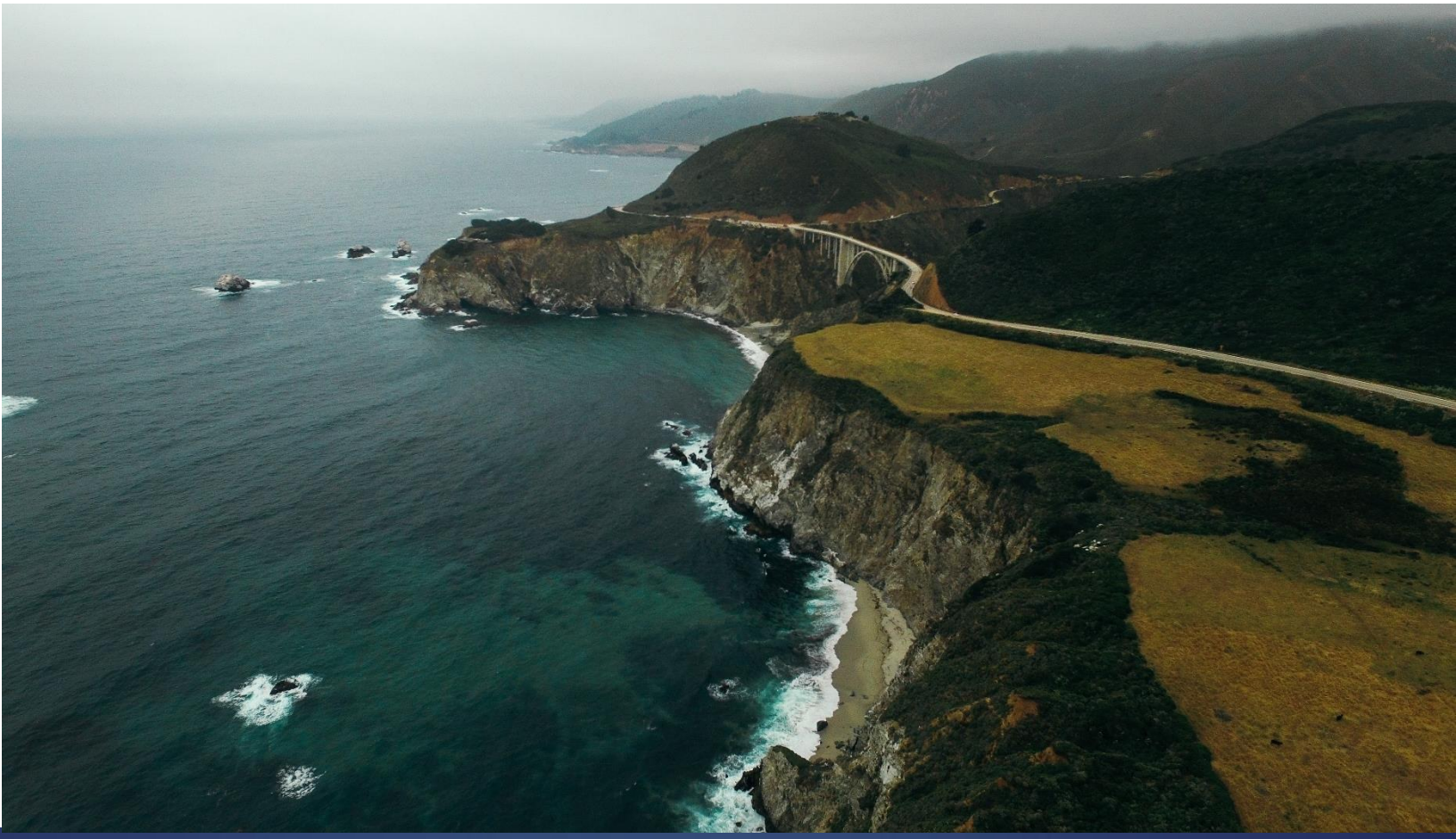
Dated:

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

By _____
, Deputy

COUNTY OF MONTEREY

OPERATIONAL AREA



EMERGENCY OPERATIONS PLAN

November 2020

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MONTEREY COUNTY OFFICE OF EMERGENCY SERVICES

GERRY MALAIS, EMERGENCY MANAGER

FRED CLARIDGE, EMERGENCY SERVICES PLANNER

KELSEY SCANLON, EMERGENCY SERVICES PLANNER

PAT MOORE, EMERGENCY SERVICES PLANNER

LUBNA MOHAMMAD, COMMUNITY RESILIENCE PLANNER

TERESA MEISTER, SENIOR SECRETARY

https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/office-of-emergency-services/plans

1322 NATIVIDAD RD, SALINAS, CA

INFO.OES@CO.MONTEREY.CA.US

831-796-1905

IT IS THE POLICY OF THE COUNTY OF MONTEREY THAT NO PERSON SHALL BE DENIED THE BENEFITS OF OR BE SUBJECTED TO DISCRIMINATION IN ANY CITY PROGRAM, SERVICE, OR ACTIVITY ON THE GROUNDS OF RACE, RELIGION, COLOR, NATIONAL ORIGIN, ENGLISH PROFICIENCY, SEX, AGE, DISABILITY, SEXUAL ORIENTATION, GENDER IDENTITY, OR SOURCE OF INCOME. THE COUNTY OF MONTEREY ALSO REQUIRES ITS CONTRACTORS AND GRANTEES TO COMPLY WITH THIS POLICY.

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PLAN OVERVIEW

Objective	The Monterey County Emergency Operations Plan (EOP) organizes, manages, and executes emergency actions necessary to protect lives, property, and the environment. The EOP describes the Operational Area's emergency organization; roles, responsibilities, and authorities; response and recovery; effective mobilization of all of the resources of the County, both public and private, to meet any condition constituting a local emergency, state of emergency, or state of war emergency.
Authority	Monterey County, California Code Of Ordinances, Title 2 – Administration, Chapter 2.68 - Emergency Procedures And Organization.
Requirements	All local governments with a certified disaster council are required to develop Emergency Operation Plans (EOP) for their jurisdiction that meet state and federal requirements.
Reference	Developing and Maintaining Emergency Operations Plans Comprehensive Preparedness Guide (CPG) 101.
Hazards Addressed	All- Hazards
Approval	The Emergency Operations Plan shall be submitted to the Disaster Council for review and comment and shall take effect upon adoption by resolution of the Board of Supervisors.
Updates	The EOP is updated every 5years; Previous updates were conducted in: 2007, 2014, 2020.
Requirements Checklist	Emergency Plan Review Crosswalk 2019 Local Government Agencies. See Attachment 1.
Website	https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/office-of-emergency-services/plans

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OES HISTORICAL EVENTS

1946	Disaster Council Accredited By State
1950	Executed California Civil Defense Master Mutual Aid Agreement
1977	Monterey County Code Of Ordinances, Title 2 Chp2.68 - Emergency Procedures & Organization
1990	Monterey County Office Of Emergency Services Established By The Board Of Supervisors
1995	Monterey County Established As The Operational Area Authority.
2003	New Op Area Emergency Operations Center Construction Complete
2007	First Op Area Emergency Operations Plan Completed
2019	Alternate Op Area Emergency Operations Center Operational
2020	Monterey County OES 30th Anniversary

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1 INTRODUCTION

IN AN EMERGENCY OR DISASTER, THE MONTEREY COUNTY OFFICE OF EMERGENCY SERVICES (OES) ORGANIZES, MANAGES, AND EXECUTES EMERGENCY ACTIONS NECESSARY TO PROTECT LIVES, PROPERTY, AND THE ENVIRONMENT. TO RESPOND EFFECTIVELY TO ALL TYPES OF EMERGENCIES, OES MAINTAINS THE MONTEREY COUNTY EMERGENCY OPERATIONS PLAN (EOP) ON BEHALF OF THE OPERATIONAL AREA. THE EOP DESCRIBES THE OPERATIONAL AREA'S EMERGENCY ORGANIZATION; ITS ROLES, RESPONSIBILITIES, AND AUTHORITIES; AND THE ACTIONS TAKEN DURING AN EMERGENCY. THE EOP ADDRESSES BOTH RESPONSE AND RECOVERY EFFORTS AND DISCUSSES THE PRINCIPLES, CONCEPTS, AND PROCEDURES THAT OES AND ITS PARTNERS USE DURING AN EMERGENCY OR DISASTER.

Monterey County (County) is subject to a variety of natural, technical, or human-caused emergencies. Each County employee has a responsibility to be informed and prepared. OES staff, department managers, and supervisors are responsible for implementing the processes contained in this EOP to ensure that essential functions of county government are provided. The EOP highlights how emergency management resolves problems internally and highlights how OES integrates and coordinates with other agencies and nongovernmental responders during emergencies.The EOP incorporates the Incident Command System (ICS), conforms to the requirements of the State of California Standardized Emergency Management System (SEMS), and is consistent with the Department of Homeland Security's National Incident Management System (NIMS). By adopting the OES EOP, the County formally adopts the principles and practices of ICS, SEMS, and NIMS.

1.1 HOW TO USE THIS EMERGENCY OPERATIONS PLAN

This Monterey County EOP is designed to assist the County and its partnering entities that have key roles and responsibilities during response to emergencies. The EOP provides an overview of Monterey County OES organization, policies, and approach to emergency management and what is required to mitigate any significant emergency or disaster. The plan cites legal authority for emergency response and provision of emergency transit service, summarizes actions for addressing all hazards, and explains the general concepts of incident management.

The intent of the plan is to provide an overview of emergency management processes for responding to an incident and to deliver a high-level introduction to concepts of operation regarding emergencies. The plan is based on the foundation of the California Emergency Management Systems (SEMS), the National Incident Management System (NIMS) and the principles of the National Response Framework, National Preparedness Goal, and National Recovery Framework.

1.1.1 THE BASIC PLAN

The basic plan describes the following:

- Emergency management organization of Monterey County;
- The purpose, goals and Planning Assumptions;
- Hazard Assessment;
- Concept of Operations which identified roles and responsibilities of key agencies;
- Emergency Operations Center (EOC) structure and activation;
- Mutual aid and multi-agency coordination;
- Information Sharing and Intelligence gathering and Dissemination; and
- Recovery Guidelines and Overview.

1.1.2 APPENDICES

The appendices located in Part II of the EOP include important reference templates and guidance on emergency management and EOC activation. A more detailed check list and position descriptions are in the Operational Area EOC Standard Operating Procedures. (Hardcopy located in the EOC and on the OES harddrive).

1.1.3 ANNEXES

The annexes, Part III of this EOP, describe response activities and coordination during a specific hazard, threat, or incident-specific emergency. Although the annexes are considered part of the EOP, they are often large documents and represent standalone plansand are not included in this document. Additional details on the applicability of the annexes to the EOP can be found in Section 1.7.

1.2 INTENDED AUDIENCE

The intended audience for this EOP consists of Monterey County departments, elected County officials, disaster service workers, first responder partners, and representatives of private entities/corporations and nongovernmental organizations (NGOs) that are responsible for staffing positions in the Monterey County Emergency Operations Center (EOC). This plan is also a reference for managers from all other local governments, NGOs and private sector partners in the Operational Area, the State and Federal government, and other interested members of the public.

1.3 WHOLE COMMUNITY PRINCIPLES

Monterey County has embraced the FEMA's Whole Community approach to creating engaged and resilient communities by which residents, emergency management practitioners, community leaders and government officials can understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their assets, capabilities, and interests. By engaging communities, we can understand the unique and diverse needs of a population including its demographics, values, norms, networks and relationships. Local capacity is built on the empowering of community members, social and service groups, faith-based and disability groups, academia, professional, private and nonprofit sectors to strengthen what works in their communities daily. Existing structures and support organizations can be leveraged and empowered to act during and after a disaster strikes.

The principles of Monterey County's Whole Community Concept:

- Shared understanding of community needs and capabilities
- Greater empowerment and integration of resources from across the community
- Stronger social infrastructure
- Establishment of relationships that facilitate more effective prevention, protection, mitigation, response, and recovery activities
- Increased individual and collective preparedness
- Greater resiliency at the community level through Continuity of Operations Planning by all sectors

1.3.1 ACCESS AND FUNCATIONAL NEEDS

The State of California defines "access and functional needs population" as consisting of individuals who have developmental or intellectual disabilities, physical disabilities, chronic conditions, injuries, limited English proficiency or who are non-English speaking, seniors, children, people living in institutionalized settings, or those who are low income, homeless, or transportation disadvantaged, including, but not limited to, those who are dependent on public transit or those who are pregnant.

Monterey County is committed to ensuring that considerations are made for persons with access and functional needs (AFN) at every stage of the emergency management process. In addition, the County maintains compliance with the Americans with Disabilities Act. Monterey County Office of Emergency Services complies with Assembly Bill No. 477 (2019) which considers the access and functional needs population in emergency planning.

> *Resource:* AB 477, Emergency Preparedness: Vulnerable Populations.

AFN populations may have additional needs before, during, and after an incident in functional areas, including but not limited to: assist with activities of daily living, maintaining independence, communication, transportation, supervision, and medical care.

Individuals in need of additional response assistance may include: persons who live in institutionalized settings, older adults, and children, persons from diverse cultures, those who have limited English proficiency or are non-English-speaking, and persons who are unable to operate transportation. To provide the best service to our citizens during a disaster, the County follows the guidelines below.

- Disability does not prevent accessibility to services or facilities provided by the County.
- The County does not exclude or deny benefits of any sort to special populations or persons with disabilities.
- The County works to accommodate AFN populations in the most integrated setting appropriate to their needs.
- The County attempts to house AFN populations with their families, friends, and/or neighbors when in shelters, and they are not diverted to special shelters.
- Access to shelters for AFN populations is not dependent on a personal care attendant.

1.4 RELATIONSHIP AND APPLICABILITY TO OTHER PLANS/REFERENCES

The EOP consists of a basic plan and functional and hazard, threat, or incident-specific annexes. These annexes have direct applicability and are consistent with the concepts described within it. Monterey County agencies and departments have developed various emergency plans. Annexes are identified as one of the following categories: Hazard and Threat Specific Annexes, Functional Annexes, Tactical Annexes, and Programmatic Annexes.

HAZARD AND THREAT SPECIFIC ANNEXES: The hazard-, threat-, or incident-specific annexes describe the policies, situation, CONOPS, and responsibilities for particular hazards, threats, or incidents. They explain the procedures that are unique to that annex for a hazard type. For example, the direction and control annex may discuss how a local law enforcement's command post would coordinate its functions; this information would only be addressed in a hazard-, threat-, or incident-specific annex if it would be different for particular hazards, threats, or incidents. Strategies already outlined in a functional annex should not be repeated in a hazard-specific annex.

FUNCTIONAL ANNEXES: The functional annexes are plans that focus on missions (e.g., communications, damage assessment). These annexes describe the actions, roles, and responsibilities of participating organizations. Functional annexes discuss how the jurisdiction manages the function before, during, and after the emergency, and they identify the agencies that implement that function. However, each functional annex addresses only general strategies used for any emergency.

TACTICAL ANNEXES: Tactical plans focus on managing personnel, equipment, and resources that play a direct role in an incident response. Pre-incident tactical planning, based upon existing operational plans, provides the opportunity to pre-identify personnel, equipment, exercise, and training requirements.

> *Plans can be found on the OES Website at: https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/office-of-emergency-services/plans*

1.4.1 LOCAL EMERGENCY OPERATIONS PLANS

Each incorporated city in the county has an EOP. The EOPs, while not directly linked to the County EOP, are applicable and should maintain consistency with the concepts and structures defined by it. In order to maintain consistency with local governments in the County, OES offers to periodically review local government EOPs.

1.4.2 ANNEXES TO THE EMERGENCY OPERATIONS PLAN.

DOCUMENT TITLE	CURRENT PLAN	SUPERSESSION
Monterey County Operational Area Emergency Operations Plan	2020	2007, 2014
Monterey County Op Area Active Shooter Guideline	2015	
Monterey County Op Area Animal Response Plan	2019	New
Monterey County Op Area Care and Shelter Plan	2019	2010
Monterey County Op Area Coastal Incident Response Plan	2018	2011, 2015
Monterey County Op Area Community Resilience Framework	2020	New
Monterey County Op Area Debris Management Plan	2010	
Monterey County Op Area Disaster Cost Recovery Plan	2019	New
Monterey County Op Area Donations Management Plan	2011	
Monterey County Op Area Electrical Power Disruption Plan	2019	New
Monterey County Op Area Evacuation and Transportation Plan	2020	2010
Monterey County Op Area Family Assistance Center Plan	2020	New
Monterey County Op Area Hazardous Materials Response Plan	2019	2011
Monterey County Op Area Logistics Plan	2014	
Monterey County Op Area Mass Fataility Plan	2010	2010
Monterey County Op Area Multi-Jursidictional Hazard Mitigation Plan	2016	2007
Monterey County Op Area Tactical Interoperability Plan	2012	2004
Monterey County Op Area Terrorism Incident Response Plan	2010	
Monterey County Op Area Threat and Hazard Identification and Risk Assesment	2018	
Monterey County Op Area Tsunami Incident Response Plan	2014	2012
Monterey County Op Area Volunteer Management Plan	2010	
Monterey County Op Area Winter Storm Plan	2019	2011
County of Monterey Continuity of Operations Plan(s)	2020	2013, 2018

1.4.3 OTHER RELEVANT PLANS

DOCUMENT TYPE	DOCUMENT TITLE	AGENCY
Partner Plan	California State University Monterey Bay Emergency Operations Plan	CSUMB
Partner Plan	Central Coast Area Contingency Plan	California Department of Fish and Wildlife
Partner Plan	City of Del Rey Oaks Emergency Operations Plan	City of Del Rey Oaks
Partner Plan	City of Gonzales Emergency Operations Plan	City of Gonzales
Partner Plan	City of Greenfield Emergency Operations Plan	City of Greenfield
Partner Plan	City of King Emergency Operations Plan	City of King
Partner Plan	City of Marina Emergency Operations Plan	City of Marina
Partner Plan	City of Monterey Emergency Operations Plan	City of Monterey
Partner Plan	City of Pacific Grove Emergency Operations Plan	City of Pacific Grove
Partner Plan	City of Salinas (county seat) Emergency Operations Plan	City of Salinas
Partner Plan	City of Sand City Emergency Operations Plan	City of Sand City
Partner Plan	City of Seaside Emergency Operations Plan	City of Seaside
Partner Plan	City of Soledad Emergency Operations Plan	City of Soledad
Partner Plan	Disaster Mortuary Operational Response Team Plan	Monterey County Health Department
Partner Plan	Monterey County Department of Social Services Emergency Operations Plan	Monterey County Department of Social Services
Partner Plan	Monterey County Health Department Emergency Operations Plan	Monterey County Health Department
Partner Plan	Monterey County Op Area Multiple Causualy Incident (MCI) Response Plan	Monterey County Emergency Medical Services
Partner Plan	Nacimiento Dam Emergency Action Plan	Monterey County Water Resources Agency
Partner Plan	Regional Emergency Coordination Plan and Subsidiary Plans	
Partner Plan	Salinas River Area Contingency Plan	California Department of Fish and Wildlife
Partner Plan	Survelliance and Epiemieidologcal Response Plan	Monterey County Health Department

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2 PURPOSE, SCOPE, SITUATION OVERVIEW, AND PLANNING ASSUMPTIONS

THIS EOP ESTABLISHES POLICIES, PROCEDURES, AND IDENTIFIES RESPONSIBILITIES OF KEY OFFICIALS AND AGENCIES TO ENSURE THE EFFECTIVE MANAGEMENT OF EMERGENCIES AND DISASTERS WITHIN THE MONTEREY COUNTY OPERATIONAL AREA. THE PLAN PROVIDES INFORMATION ON THE COUNTY EMERGENCY MANAGEMENT STRUCTURE, THE PROTOCOLS FOR WHEN THE EOC IS ACTIVATED AND THE PROCEDURES FOR NOTIFICATION AND ACTIVATION. THE MONTEREY COUNTY OFFICE OF EMERGENCY SERVICES GOALS, STRATEGIES, AND TACTICS ARE DRIVEN BY THE BOARD OF SUPERVISORS Strategic Initiatives, LISTED BELOW:

ECONOMIC DEVELOPMENT. "ENHANCING THE WELL-BEING AND PROSPERITY OF MONTEREY COUNTY RESIDENTS"

ADMINISTRATION. "EFFICIENT AND EFFECTIVE GOVERNMENT OPERATIONS"

HEALTH AND HUMAN SERVICES. "HEALTH AND WELLNESS FOR MONTEREY COUNTY RESIDENTS"

INFRASTRUCTURE. "MEETING OUR FACILITIES, WATER, TECHNOLOGY AND TRANSPORTATION NEEDS"

PUBLIC SAFETY. "CREATING SAFE COMMUNITIES"

2.1 GOALS

The County Operational Area emergency management goals include the following:

GOAL 1: Provide for effective life safety measures

GOAL 2: Implement efficient and effective methods for mobilization, deployment, use, tracking, and demobilization of resources needed during emergencies and disasters.

GOAL 3: Provide all employees with the necessary basic guidelines for responding to emergencies and disasters through a coordinated and effective emergency response team

GOAL 4: Expedite effective business continuation and community recovery efforts after an emergency

GOAL 5: Minimize damage to critical facilities and assets.

2.2 PRIORITIES

The following overarching operational priorities govern resource allocation and response strategy for the County during an emergency or disaster.

LIFE SAFETY. THE PRESERVATION OF LIFE IS THE TOP PRIORITY OF EMERGENCY MANAGERS AND FIRST RESPONDERS AND TAKES PRECEDENCE OVER ANY AND ALL OTHER CONSIDERATIONS.

REDUCE SUFFERING. BEYOND THE SIMPLE PRESERVATION OF LIFE, ALL POSSIBLE EFFORTS MUST BE MADE TO REDUCE SUFFERING BY TREATING INJURIES AND PROVIDING FOR BASIC HUMAN NEEDS—INCLUDING FOOD, WATER, SHELTER, HEALTHCARE, SANITATION, AND SECURITY—DURING AND AFTER AN EMERGENCY OR DISASTER.

PROTECTING PROPERTY. ALL POSSIBLE EFFORTS MUST BE MADE TO PROTECT PUBLIC AND PRIVATE PROPERTY FROM DAMAGE DURING AND AFTER AN EMERGENCY OR DISASTER.

PROTECTING THE ENVIRONMENT. THE COUNTY MAKES ALL REASONABLE EFFORTS TO PROTECT THE ENVIRONMENT FROM DAMAGE DURING AND AFTER AN EMERGENCY OR DISASTER.

RESTORING BASIC SERVICES. POWER, SANITATION, PUBLIC TRANSPORTATION, AND OTHER BASIC SERVICES MUST BE RESTORED AS QUICKLY AS POSSIBLE TO ENABLE COMMUNITIES TO RESUME THEIR NORMAL PATTERNS OF LIFE.

ENSURING TIMELY COMMUNITY AND ECONOMIC RESILIENCY. EMERGENCY MANAGERS AND RECOVERY PLANNERS WORK WITH EACH COMMUNITY AFFECTED BY AN EMERGENCY OR DISASTER TO FACILITATE A SPEEDY RECOVERY. EVERY EFFORT MUST BE MADE TO ENSURE THAT RECOVERY OPERATIONS ARE CONDUCTED FAIRLY, EQUITABLY, AND INCLUSIVELY.

2.3 ASSUMPTIONS

For planning purposes, Monterey County makes the following assumptions:

- All incidents are local.
- Emergencies may occur at any time with little or no warning and may exceed capabilities
- of local, state, federal, tribal governments and the private sector in the affected areas.
- Emergencies may result in casualties, fatalities, and displace people from their homes.
- An emergency can result in property loss, interruption of essential public services, and damage to basic infrastructure, and significant harm to the environment.
- Individuals with access or functional needs may require resources or assets such as durable medical equipment or assistive technology that are limited in number and difficult to procure without planning.
- The greater the complexity, impact, and geographic scope of an emergency, the more multiagency coordination will be required.
- The political subdivisions of the Operational Area will mobilize to deliver emergency and essential services under all threats and emergencies.
- Mutual aid and other forms of emergency assistance will be provided when impacted jurisdictions exhaust or anticipate exhausting their resources.
- The citizens in the county will be expected to provide for their immediate needs to the extent possible for potentially a number of days following a catastrophic event, or for at least 24 hours following a location-specific incident. This may include public as well as private resources in the form of lifeline services.
- Public, private and volunteer organizations, and the general public will have to utilize their own resources and be self-sufficient for potentially several days, possibly longer.
- Government bears the responsibility to do its best to protect life, property, and the environment during local and regional emergencies and strives to restore normal government operations as soon as possible after such emergencies.
- The Monterey County Operational Area has the primary responsibility for emergency actions and will commit available resources to provide for life safety, minimize damage to property and the environment
- In the event of a complex large incident or event, a clear picture regarding the extent of damage, loss of life, and injuries may not be known for well over a day.
- County support of city emergency operations will be based on the principal of self- help. The cities and towns will be responsible for utilizing all available local resources along with initiating mutual aid and cooperative assistance agreements before requesting assistance from the county per SEMS.
- Infrastructure damage may limit the number of emergency response personnel available to staff the OA

EOC or other incident management organization functions for at least 12 hours.

- OA EOC capabilities may be limited for the first operational period if communications links to other agencies and county departments are impacted.
- Essential county services will be maintained as long as conditions permit.
- The Monterey County OES provides a vital resource on a daily basis for whole community preparedness and management as well as during emergencies.
- Most County employees are not primary first responders in the same way that fire and public safety personnel are. However, all County staff are sworn Disaster Service Workers and must provide service during emergencies.
- The resources of the Monterey County Operational Area will be made available to local agencies and citizens to cope with disaster affecting this area.
- County employees take immediate actions to address threats to life, safety, or property damage.
- During emergency response and recovery, all government-owned and County-contracted resources act as one to conduct necessary operations.
- The county's planning, policies, strategies, operations, and tactics will make every effort to consider the needs of the general population, children of all ages, individuals with disabilities and others with access and functional needs.
- Due to distance from state and federal resources, the remote nature of many Monterey County communities, and damage to the transportation infrastructure, out-of-region mutual aid from neighboring jursidictions, State and Federal resources may not begin to arrive for several days.
- All emergency response staff are trained and experienced in operating under the SEMS/NIMS/ICS protocols and procedures.
- Control over county resources will remain at the county-level even though the Governor has the legal authority to assume control in a State Proclamation of Emergency.

2.4 SCOPE

The EOP addresses the entire spectrum of contingencies, ranging from relatively minor incidents to large-scale disasters. All departments and agencies must be prepared to promptly and effectively respond to any foreseeable emergency, taking all appropriate actions. The plan applies to all elements of the Monterey County Emergency Management Organization during all phases of emergency management.

2.5 SITUATION OVERVIEW

Monterey County is located on the north-central coast of California; its northwestern section forming the southern half of Monterey Bay. Monterey County was one of the original counties of California, created in 1850 at the time of statehood. Parts of the county were given to San Benito County in 1874. The county derived its name from Monterey Bay.

The bay was named in honor of the Conde de Monterrey (or "Count of Monterrey"), the Viceroy of New Spain in 1602. There are 12 incorporated cities that make up 75 percent of the County population and about 15 percent of the total land area. Monterey County also has 17 census-designated places and three unincorporated communities. With a V2019 population of 434,061 415,057, the County's density is about 126.5 persons per square mile.

As one of the largest counties in the State of California, Monterey County covers more than 3,300 square miles and is comprised of diverse natural habitats and residential communities. This diversity ranges from rich farmland located within the Salinas Valley to the tall peaks of the Santa Lucia Mountains whose fast-steep incline helps make up the dramatic Big Sur coastline along the Pacific Ocean. The rich agricultural land, mild climate, and spectacular 99 miles of coastline have made Monterey County famous throughout the world.

Along with Monterey County's natural beauty, however, come the associated dangers that such features bring. These inherent dangers have produced several emergencies and major disasters, including numerous floods, like the devastating El Ninos flooding events of 1995-1997, the Great San Francisco Earthquake of 1906, the Marble Cone wild fire of 1977, the Soberanes wild fire in 2016 and the Loma Prieta Earthquake of 1989. Section 2.5 discusses the various hazards that Monterey County is most susceptible to (further discussion, including hazard maps, can be found in the Monterey County Hazard Mitigation Plan).

2.5.1 EVENT TYPES

CATASTROPHE A series of cascading human-caused/influenced events or incidents with or without a human caused genesis, the adverse effects/consequences of which are potentially, seemingly, or definitively irreversible.

DISASTER Any natural event or emergency (hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, etc.), or regardless of cause, any fire, flood, or explosion which the President determines to be of such severity as to warrant major federal disaster assistance.

EMERGENCY Incident(s) or crisis(es) (air pollution, fire, flood, storm, epidemic, riot, drought, sudden/severe energy shortage, plant or animal infestation or disease, Governor's warning of volcanic predictions, and earthquakes, etc.) posing threat to safety of persons, property, or the environment that exceeds an organization's resources/capability.

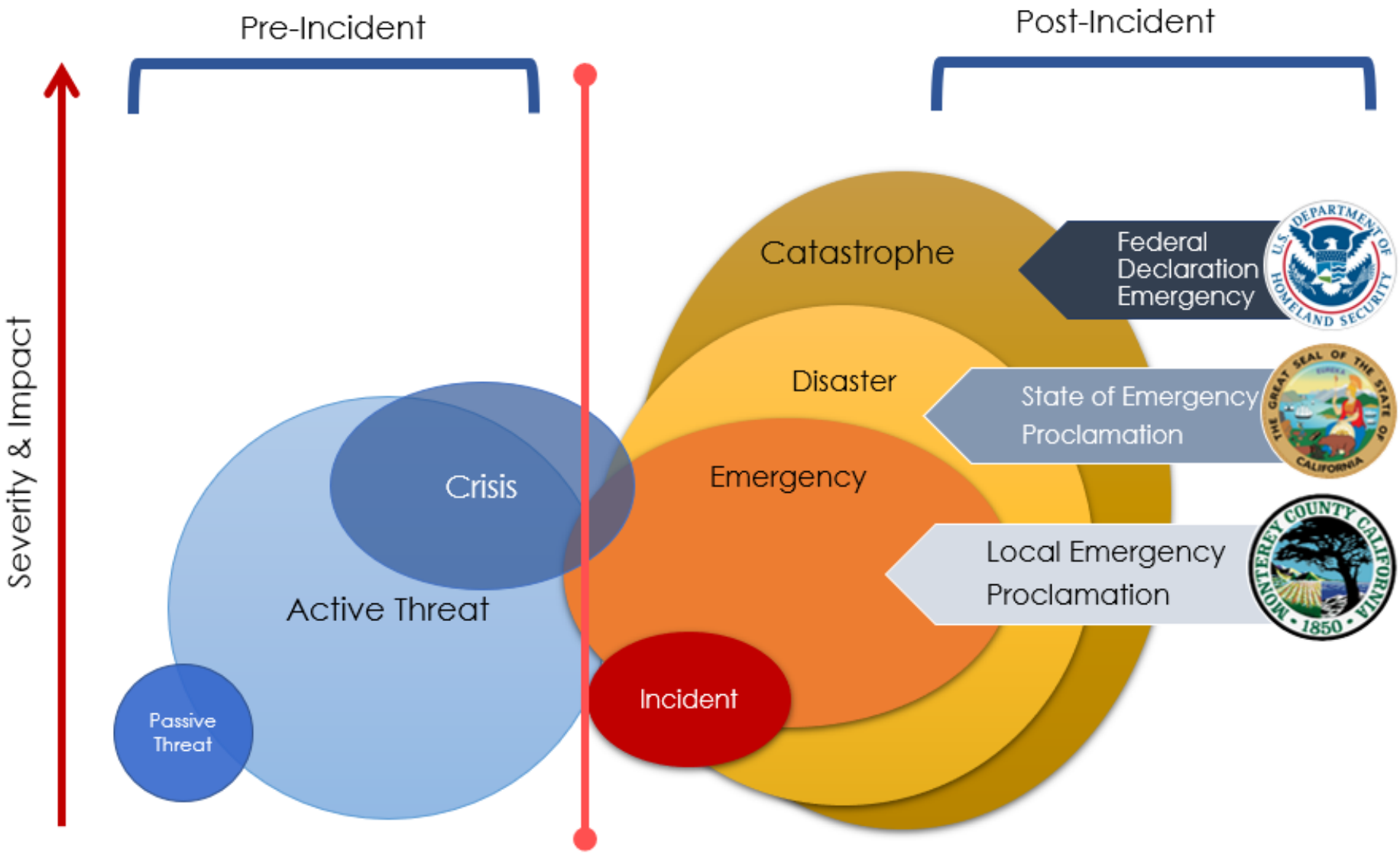
INCIDENT The physical manifestation of crisis, event, or occurrence that has adversely affected life, property, or the environment requiring the response of at least one individual.

STATE OF EMERGENCY An eminent impending incident(s) or crisis(es) posing threat to safety of persons, property, or the environment that is/are likely to exceed resources/capability of the proclaiming political jurisdiction, or, the existence of an active incident which threatens a population and the adequacy of local resources is unknown.

CRISIS Phenomenon, event, active threat, or trend, with or without specific location, posing seemingly inevitable harm to life, property, environment, organizational performance, reputation, or way of life reasonably or ethically necessitating deliberate urgent intervention. (A crisis may be local, national, or global).

ACTIVE THREAT Known communicated, demonstrated, or inferred timely intent and capability to harm life, property, environment, organizational performance, or way of life with specified or unspecified target.

PASSIVE THREAT Existing communicated, demonstrated, or inferred intent and potential capability to harm life, property, environment, organizational performance, or way of life.


Pre-Incident
Post-Incident
Severity & Impact
Catastrophe
Disaster
Emergency
Crisis
Active Threat
Passive Threat
Incident
Federal Declaration Emergency
State of Emergency Proclamation
Local Emergency Proclamation

2.6 HAZARD ASSESSMENT

A hazard analysis has indicated that Monterey County is at risk from numerous hazards associated with natural or technical disasters and human caused disasters. Many of the hazards that exist in or adjacent to Monterey County have the potential for causing disasters exceeding any one jurisdictions capabilities to successfully respond, making centralized command and control and the support of the County and its departments and agencies essential. It is important to note that these hazards are not mutually exclusive hazards. One or more of these events may occur simultaneously. Specific actions to be accomplished in response to these hazards are contained in the functional and hazard specific annexes that are separate from this EOP as well as department specific SOPs.

Annually, the Bay Area Urban Area Security Initiative (UASI) coordinates a regional effort to identify, catalog, and prioritize threats and hazards across the Bay Area. This effort culminates in an annually updated report called the Threat and Hazard Identification and Risk Assessment (THIRA). The THIRA helps local public safety agencies prioritize grant funding and preparedness/mitigation endeavors to improve capabilities to address the most serious and highly prioritized risks and gaps. The hazards below (in addition to other risk factors) are addressed within the THIRA. This plan includes, but is not limited to, the following 21 threats and hazards:

NATURAL	RESULTING FROM ACTS OF NATURE.
1. Agricultural Emergencies	Any type of unintentional event that threatens human health and the economic stability of the agricultural industry in Monterey County
2. Climate Change	Climate change describes a change in the average conditions — such as temperature and rainfall — in a region over a long period of time. Earth's surface is warming, and many of the warmest years on record have happened in the past 20 years.The potential future effects of global climate change include more frequent wildfires, longer periods of drought in some regions and an increase in the number, duration and intensity of tropical storms.
3. Coastal Erosion	Erosion is a process that involves the wearing away, transportation, and movement of land. Erosion rates can vary significantly, occurring rather quickly after a flash flood, coastal storm, or other event or slowly as the result of long-term environmental changes.
4. Coastal Storm	Coastal storms can cause severe flooding, strong winds, and heavy rain. Strong winds and high waters can create hazards such as falling trees, downed power lines, flying debris and loss of heat, water and

NATURAL	RESULTING FROM ACTS OF NATURE.
	power.
5. Drought	Drought is a natural climatic condition caused by an extended period of limited rainfall beyond that which occurs naturally in a broad geographic area. High temperatures, high winds, and low humidity can worsen drought conditions, and can make areas more susceptible to wildfire. Human demands and actions can also hasten drought-related impacts.
6. Earthquake	An earthquake is a sudden motion or trembling caused by a release of strain accumulated within or along the edge of the earth's tectonic plates. Earthquakes usually occur without warning and, after just a few seconds, can cause massive damage and extensive casualties.
7. Flood	Flooding is the accumulation of water where usually none occurs or the overflow of excess water from a stream, river, lake, reservoir, or coastal body of water onto adjacent floodplains.
8. Landslide	Landslide is a general term for the dislodgment and fall of a mass of soil or rocks along a sloped surface or for the dislodged mass itself. The term is used for varying phenomena, including mudflows, mudslides, debris flows, rock falls, rock slides, debris avalanches, debris slides, and slump-earth flows.
9. Pandemic / Infectious Disease	Pandemics are large-scale outbreaks of infectious disease that can greatly increase morbidity and mortality over a wide geographic area and cause significant economic, social, and political disruption.
10. Sea Level Rise (10 ft)	Sea level rise refers to an increase in mean sea level over time. There is strong scientific evidence that global sea level is now rising at an increased rate and will continue to rise during this century.
11. Tsunami	A tsunami is a "wave or series of waves generated by an earthquake, landslide, volcanic eruption, or even large meteor hitting the ocean."
12. Wildland Fire	A wildland fire is a type of wildfire that spreads through consumption of vegetation. It often begins unnoticed, spreads quickly, and is usually signaled by dense smoke that may be visible from miles around.
13. Windstorm	Winds are horizontal flows of air that blow from areas of high pressure to areas of low pressure. Wind strength depends on the difference between the high- and low-pressure systems and the distance between them

TECHNOLOGICAL	INVOLVES ACCIDENTS OR THE FAILURES OF SYSTEMS AND STRUCTURES
14. Dam & Levee Failure	A dam failure is the structural collapse of a dam that releases the water stored in the reservoir behind the dam. Floodwater behind a levee can generally be attributed to water overtopping the levee, the levee breaching and letting floodwaters rush through, or the failure of internal drainage or pumping systems that are meant to keep water on the water-side of the levee.
15. Hazmat Release – Chemical	Hazardous materials include hundreds of substances that pose a significant risk to humans. These substances may be highly toxic, reactive, corrosive, flammable, radioactive, or infectious.
16. Hazmat Release - Radiological	Radioactive chemicals emit harmful radiation that at large doses is harmful soon after exposure and at small doses is harmful years or decades later. Our food may become contaminated through the absorption of radioactive chemicals found in soil or water. Radioactive chemicals in air may settle onto food, water, or soil.
17. Utility Interruption/Failure/ Public Safety Power Shutoff	Utility disruptions —including power, gas, water, and phone service — when prolonged can be life threatening. The two commodities we need most in a disaster in order to continue operating is electricity and water. Water is a basic need that sustains life and in other applications cooling for computers or people. Above ground utilities are highly vulnerable to weather events, and underground utilities can be disrupted by earthquakes.

HUMAN-CAUSED	CAUSED BY THE INTENTIONAL ACTIONS OF AN ADVERSARY.
18. Cyber Attack	A cyberattack is an assault launched by cybercriminals using one or more computers against a single or multiple computers or networks. A cyberattack can maliciously disable computers, steal data, or use a breached computer as a launch point for other attacks. Cybercriminals use a variety of methods to launch a cyberattack, including malware, phishing, ransomware, denial of service, among other methods.
19. Mass Migration	Population migration of large scales leads to resource pressure - such as water, gasoline, housing, transportation, first responders/urgent care, government services- on communities receiving the migrants and can exacerbate existing instability. In communities lacking the capacity to manage an influx of people or already managing underlying threats, migration of this scale greatly increases the potential and destabilize communities. Types of mass migration include: large gatherings, planned events, tourism, migrant agriculture, and permanent retreats from hazard impacted areas.
20. Targeted Violence	Targeted violence refers to any incident of violence in which a known or knowable attacker selects a particular target prior to the violent attack. This include Active Shooter events. An Active Shooter is an individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active shooters use firearms(s) and there is no pattern or method to their selection of victims.
21. Terrorism	Terrorism is defined in the Code of Federal Regulations as "...the unlawful use of force and violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives." (28 CFR, Section 0.85).

Resource: For more information regarding an in depth hazard analysis review the the Monterey County Multi-Jurisdiction Hazard Mitigation Plan.

2.6.1 HISTORICAL EMERGENCIES AND DISASTERS

According the Monterey County Multi-Jurisdictional Hazard Mitigation Plan, since 1953, Monterey County has experienced a total of 23 Major Disaster Declarations. The top three hazards resulting in a Federal Disaster Declaration are as follows: 31% due to Severe Storms, 18% due to Floods, 18% due to Wildfires. Based on previous events, emergencies that meet Federal Disaster Declaration criteria occur in the Monterey County Operational Area on average every 1.5 years and last an average of 33 days.

STATE AND FEDERAL DISASTER DECLARATIONS

Incident Start	Incident End	Proc / Dec Date	Declaration Type	Incident Type	Description	Disaster Number
2020-08-18	Ongoing	2020-08-18	Major Disaster	Wildfire	Dolan Fire	DR-4558
2020-08-18	2020-09-05	2020-08-18	Major Disaster	Wildfire	Carmel Fire	FM-5333
2020-08-16	2020-09-05	2020-08-18	Major Disaster	Wildfire	River FIre	FM-5329
2020-01-20	Ongoing	2020-03-22	Major Disaster	Public Health	COVID-19 Pandemic	DR-4482
2019-02-24	2019-03-01	2019-05-17	Major Disaster	Severe Storm(s)	Severe Winter Storms, Flooding, Mudslides, Erosion	DR-4434
2017-02-01	2017-02-23	2017-04-01	Major Disaster	Severe Storm(s)	Severe Winter Storms, Flooding, Mudslides, Erosion	DR-4308
2017-01-03	2017-01-12	2017-02-14	Major Disaster	Severe Storm(s)	Severe Winter Storms, Flooding, Mudslides, Erosion	DR-4301
2016-07-22	2016-10-05	2016-07-28	Fire Management	Wildfire	Soberanes Fire	FM-5137
2011-03-11		2011-04-18	Major Disaster	Tsunami	Tsunami Waves	DR-1968
2008-06-21	2008-07-27	2008-07-04	Fire Management	Wildfire	Basin Complex	FM-2781
2007-01-11	2007-01-17	2007-03-13	Major Disaster	Freeze	Severe Freeze	DR-1689
2005-08-29	2005-10-01	2005-09-13	Local Emergency	Hurricane	Hurricane Katrina Evacuation	EM-3248
1998-12-20	1998-12-28	1999-02-09	Major Disaster	Freeze	CA - Citrus Crop Damage 2/2/99	DR-1267
1998-02-02	1998-04-30	1998-02-09	Major Disaster	Severe Storm(s)	Severe Winter Storms, and Flooding	DR-1203
1996-12-28	1997-04-01	1997-01-04	Major Disaster	Severe Storm(s)	Severe Winter Storms, Flooding, Mudslides, Erosion	DR-1155
1995-02-13	1995-04-19	1995-03-12	Major Disaster	Severe Storm(s)	Severe Winter Storms, Flooding, Mudslides, Erosion	DR-1046
1995-01-03	1995-02-10	1995-01-10	Major Disaster	Severe Storm(s)	Severe Winter Storms, Flooding, Mudslides, Erosion	DR-1044
1993-01-05	1993-03-20	1993-02-03	Major Disaster	Flood	Severe Winter Storms, Flooding, Mudslides, Erosion	DR-979
1990-12-19	1991-01-03	1991-02-11	Major Disaster	Freeze	Severe Freeze	DR-894
1989-10-17	1989-12-18	1989-10-18	Major Disaster	Earthquake	Loma Prieta Earthquake	DR-845
1985-06-26	1985-07-19	1985-07-18	Major Disaster	Wildfire	Gorda Complex	DR-739
1983-01-21	1983-03-30	1983-02-09	Major Disaster	Coastal Storm	Coastal Storms, Floods, Slides & Tornadoes	DR-677
1978-02-15		1978-02-15	Major Disaster	Flood	Coastal Storms, Mudslides & Flooding	DR-547
1977-01-20		1977-01-20	Local Emergency	Drought	Drought	EM-3023
1969-01-26		1969-01-26	Major Disaster	Flood	Severe Winter Storms, Flooding, Mudslides, Erosion	DR-253
1967-01-02		1967-01-02	Major Disaster	Flood	Severe Winter Storms, Flooding, Mudslides, Erosion	DR-223

3 CONCEPT OF OPERATIONS

THE CONCEPT OF OPERATIONS (CONOPS) SECTION OF THE EOP EXPLAINS IN BROAD TERMS LEADERSHIP INTENT WITH REGARD TO AN EMERGENCY RESPONSE OPERATION. THE CONOPS DESCRIBES HOW THE EMERGENCY RESPONSE ORGANIZATION ACCOMPLISHES ITS MISSION. IDEALLY, IT OFFERS CLEAR METHODOLOGY TO REALIZE THE GOALS AND OBJECTIVES TO EXECUTE THE PLAN.

IT INCLUDES ROLES AND RESPONSIBILITIES, THE ORGANIZATIONAL ELEMENT OF THE OVERALL EMERGENCY MANAGEMENT PROGRAM, A BRIEF DISCUSSION OF THE EOC ACTIVATION LEVELS, AND A DESCRIPTION OF CONTROL, DIRECTION, AND INTRA AND INTERAGENCY COORDINATION.

3.1 CORE CAPABILITY OVERVIEW

In the National Preparedness Goal the Federal Emergency Management Agency (FEMA) describes 32 core capabilities that address the greatest risks to the nation. As a community the county contributes to the Goal and strengthens our local and national preparedness by preparing for the risks that are most relevant and urgent for Monterey County.

PLANNING – Conduct a systematic process engaging the whole community, as appropriate, in the development of executable strategic, operational, and/or tactical- level approaches to meet defined objectives.

PUBLIC INFORMATION AND WARNING – Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.

OPERATIONAL COORDINATION – Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.

FORENSICS AND ATTRIBUTION – Conduct forensic analysis and attribute terrorist acts (including the means and methods of terrorism) to their source, to include forensic analysis as well as attribution for an attack and for the preparation for an attack in an effort to prevent initial or follow-on acts and/or swiftly develop counter-options.

INTELLIGENCE AND INFORMATION SHARING – Provide timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning physical and cyber threats to the OA, its people, property, or interests. Information sharing is the ability to exchange intelligence, information, data, or knowledge among government or private sector entities, as appropriate.

INTERDICTION AND DISRUPTION – Delay, divert, intercept, halt, apprehend, or secure threats and/or hazards.

SCREENING, SEARCH, AND DETECTION – Identify, discover, or locate threats and/or hazards through active and passive surveillance and search procedures. This may include the use of systematic examinations and assessments, bio-surveillance, sensor technologies, or physical investigation and intelligence.

ACCESS CONTROL AND IDENTITY VERIFICATION – Apply and support necessary physical, technological, and cyber measures to control admittance to critical locations and systems.

CYBERSECURITY – Protect (and if needed, restore) electronic communications systems, information, and services from damage, unauthorized use, and exploitation.

PHYSICAL PROTECTIVE MEASURES – Implement and maintain risk-informed countermeasures, and policies protecting people, borders, structures, materials, products, and systems associated with key operational activities and critical infrastructure sectors.

RISK MANAGEMENT FOR PROTECTION PROGRAMS AND ACTIVITIES – Identify, assess, and prioritize risks to inform Protection activities, countermeasures, and investments.

SUPPLY CHAIN INTEGRITY AND SECURITY – Strengthen the security and resilience of the supply chain.

COMMUNITY RESILIENCE – Enable the recognition, understanding, communication of, and planning for risk and empower individuals and communities to make informed risk management decisions necessary to adapt to, withstand, and quickly recover from future incidents.

LONG-TERM VULNERABILITY REDUCTION – Build and sustain resilient systems, communities, and critical infrastructure and key resources lifelines so as to reduce their vulnerability to natural, technological, and human-caused threats and hazards by lessening the likelihood, severity, and duration of the adverse consequences.

RISK AND DISASTER RESILIENCE ASSESSMENT – Assess risk and disaster resilience so that decision makers, responders, and community members can take informed action to reduce their entity's risk and increase their resilience.

THREATS AND HAZARDS IDENTIFICATION – Identify the threats and hazards that occur in the geographic area; determine the frequency and magnitude; and incorporate this into analysis and planning processes so as to clearly understand the needs of a community or entity.

CRITICAL TRANSPORTATION – Provide transportation (including infrastructure access and accessible transportation services) for response priority objectives, including the evacuation of people and animals, and the delivery of vital response personnel, equipment, and services into the affected areas.

ENVIRONMENTAL RESPONSE/HEALTH AND SAFETY – Conduct appropriate measures to ensure the protection of the health and safety of the public and workers, as well as the environment, from all-hazards in support of responder operations and the affected communities.

FATALITY MANAGEMENT SERVICES – Provide fatality management services, including decedent remains recovery and victim identification, working with local, state, tribal, territorial, insular area, and federal authorities to provide mortuary processes, temporary storage or permanent internment solutions, sharing information with mass care services for the purpose of reunifying family members and caregivers with missing persons/remains, and providing counseling to the bereaved.

FIRE MANAGEMENT AND SUPPRESSION – Provide structural, wildland, and specialized firefighting capabilities to manage and suppress fires of all types, kinds, andcomplexities while protecting the lives, property, and the environment in the affected area.

INFRASTRUCTURE SYSTEMS – Stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community.

LOGISTICS AND SUPPLY MANAGEMENT – Deliver essential commodities, equipment, and services in support of impacted communities and survivors, to include emergency power and fuel support, as well as the coordination of access to community staples. Synchronize logistics capabilities and enable the restoration of impacted supply chains.

MASS CARE SERVICES – Provide life-sustaining and human services to the affected population, to include hydration, feeding, sheltering, temporary housing, evacuee support, reunification, and distribution of emergency supplies.

MASS SEARCH AND RESCUE OPERATIONS – Deliver traditional and atypical search and rescue capabilities, including personnel, services, animals, and assets to survivors in need, with the goal of saving the greatest number of endangered lives in the shortest time possible.

ON-SCENE SECURITY, PROTECTION, AND LAW ENFORCEMENT – Ensure a safe and secure environment through law enforcement and related security and protection operations for people and communities located within affected areas and also for response personnel engaged in lifesaving and life-sustaining operations.

OPERATIONAL COMMUNICATIONS – Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impact area and all response forces.

PUBLIC HEALTH, HEALTHCARE, AND EMERGENCY MEDICAL SERVICES – Provide lifesaving medical treatment via Emergency Medical Services and related operations and avoid additional disease and injury by providing targeted public health, medical, and behavioral health support, and products to all affected populations.

SITUATIONAL ASSESSMENT – Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.

ECONOMIC RECOVERY – Return economic and business activities (including food and agriculture) to a healthy state and develop new business and employment opportunities that result in an economically viable community.

HEALTH AND SOCIAL SERVICES – Restore and improve health and social services capabilities and networks to promote the resilience, independence, health (including behavioral health), and well-being of the whole community.

HOUSING – Implement housing solutions that effectively support the needs of the whole community and contribute to its sustainability and resilience.

NATURAL AND CULTURAL RESOURCES – Protect natural and cultural resources and historic properties through appropriate planning, mitigation, response, and recovery actions to preserve, conserve, rehabilitate, and restore them consistent with post- disaster community priorities and best practices and in compliance with applicable environmental and historic preservation laws and executive orders.

3.2 PHASES OF EMERGENCY MANAGEMENT

Emergency management activities are often categorized in phases. In the past, the phases were be limited to prevention, mitigation, preparedness, response, and recovery but with the increased focus on human-caused disasters, guidance from the National Governor's Association and the National Fire Protection Association adds a fifth phase for prevention.

3.2.1 PREVENTION

The prevention phase includes activities, tasks, programs, and systems intended to avoid or intervene in order to stop an incident from occurring. Prevention can apply both to human-caused incidents (such as terrorism, vandalism, sabotage, or human error) as well as to naturally occurring incidents. Prevention of human-caused incidents can include applying intelligence and other information to a range of activities that includes such countermeasures as:

- Deterrence operations
- Heightened inspections

- Improved surveillance and security operations
- Investigations to determine the nature and source of the threat
- Law enforcement operations directed at deterrence, preemption, interdiction, or disruption

3.2.2 PREPAREDNESS

The preparedness phase involves the whole community and includes all activities that are undertaken in advance of an emergency or disaster. These activities ensure preparedness for operational capabilities and effective responses to a disaster by each sector of the community. Disaster plans are developed and revised to guide disaster response and increase available resources. Planning activities include developing hazard analyses, personal preparedness and training for citizens, organizations/agencies/businesses, training response personnel, and improving public information and communications systems. Preparedness activities are part of the implementation of the California Emergency Services Act, the California Disaster and Civil Defense Master Mutual Aid Agreement, and the State of California Emergency Plan. Preparedness activities fall into two basic areas: readiness and capability. Readiness activities shape the framework and create the basis of knowledge necessary to complete a task or mission. Readiness activities might include, but are not limited to:

- Implementing hazard mitigation projects
- Developing hazard analyses
- Developing and maintaining emergency plans, procedures & supplies
- Conducting general and specialized training
- Conducting drills and exercises
- Developing agreements with other organizations
- Improving emergency public education and emergency warning systems

Capability activities involve the procurement of items or tools necessary to complete the task(s) or mission(s). Capability activities include, but are not limited to:

- Assessment of the County and its resources
- Comparison and analysis of anticipated resource requirements against available resources
- Identification of local sources to meet anticipated resources
- Purchasing new response apparatus, vehicles, personal protective equipment, etc.

3.2.3 RESPONSE

Response is typically broken up into three phases. Each phase has distinct considerations, but seldom flow sequentially, often occurring simultaneously. These phases are increased readiness, initial response, and extended response. Increased readiness is required upon receipt of a warning or in anticipation that an emergency situation is imminent or likely to occur.

The County initiates actions to increase its readiness. Increased readiness activities may include, but are not limited to, the following:

- Briefing the Board of Supervisors and other key officials, applicable agency representatives, and all County employees
- Reviewing the EOP and all relevant annexes, policies, and procedures
- Increasing public information capabilities
- Providing just-in-time training
- Inspecting critical facilities and equipment, including testing warning and communications systems
- Increasing surveillance and security
- Recruiting additional staff and registering volunteers
- Warning at-risk elements of the population
- Conducting precautionary evacuations in the potentially impacted area(s)
- Mobilizing personnel and pre-positioning resources and equipment
- Contacting local, State, and Federal agencies that may provide support

The County's initial response activities are primarily performed at the field-level. Emphasis is placed on saving lives and minimizing the effects of the emergency or disaster. Examples of initial response activities include, but are not limited to:

- Making all necessary notifications, including those to the Monterey Operational Area Coordinating Council, County departments/agency, American Red Cross (ARC), other involved agencies
- Disseminating warnings, emergency public information, and instructions to the community members of Monterey County
- Conducting evacuations and/or rescue operations
- Caring for displaced persons and treating the injured
- Conducting initial damage assessments and surveys
- Assessing the need for mutual aid assistance
- Restricting movement of traffic/people and unnecessary access to affected areas
- Developing and implementing Incident Action Plans (e.g., field, EOC, etc.)

The County's extended response activities begin early during response and require close coordination of field and resources management. Recovery operations should be initiated early in the extended response phase. Examples of extended response activities include, but are not limited to:

- Disseminating emergency public information
- Preparing detailed damage assessments
- Proclaiming a local emergency
- Requesting a Gubernatorial Proclamation and/or Federal Declaration Protecting, controlling, and allocating vital resources
- Documenting situation status

- Documenting expenditures
- Restoring vital utility services
- Coordinating mass care facilities
- Developing and implementing Incident Action Plans (e.g., field, EOC, etc.) for extended operations
- Conducting advance planning activities
- Procuring required resources to sustain operations
- Tracking resource allocation
- Coordinating and/or operating decedent operations
- Establishing a Local Assistance Center (LAC)
- Coordinating with State and Federal agencies working within the county

3.2.4 RECOVERY

Recovery activities involve the restoration of services to the public and returning the affected area(s) to pre-emergency conditions. Recovery activities may be both short-term, intermediate, and long-term, ranging from restoration of essential lifelines such as water, power and transportation systems, to mitigation measures designed to prevent future occurrences of a given threat. Section 6 provides the recovery framework for Monterey County.

3.2.5 MITIGATION

Mitigation efforts occur both before and after emergencies or disasters. Post-disaster mitigation is part of the recovery process. This includes eliminating or reducing the impact of hazards that exist within the Monterey County and by repair of public infrastructure (improved state 406 projects). Details on Monterey County's mitigation activities (particularly post-disaster) are included in the Multijurisdictional Hazard Mitigation Plan for Monterey County. Mitigation efforts include, but are not limited to:

- Amending local ordinances and statutes, such as zoning ordinances, building codes, and other enforcement codes; initiating structural retrofitting measures, assessing tax levies or abatements, and other land use planning efforts
- Complying with or exceeding NFIP floodplain management regulations.
- Emphasizing public education and awareness on hazards risks and preparedness efforts to respond and recovery from those risks

3.3 INCIDENT COMMAND SYSTEM (ICS)

A primary component of SEMS and NIMS, ICS is a standardized on-scene emergency management system designed to allow for an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS addresses both organization and process.

ICS is used to manage facilities, equipment, personnel, procedures, and communications through the use of a common organizational structure and standardized procedures, per the ICS Field Operations Guide (ICS 420-1).

> ALL INCIDENTS ARE LOCAL. PROVISION OF EMERGENCY ASSISTANCE AND OF MUTUAL AID WILL BE PROVIDED WHEN IMPACTED JURISDICTIONS EXHAUST OR ANTICIPATE EXHAUSTING THEIR RESOURCES.

3.4 STANDARD EMERGENCY MANAGEMENT SYSTEM (SEMS)

SEMS is required by California Government Code Section 8607(a) for managing response to multi-agency and multi-jurisdiction incidents in California. SEMS incorporates the use of the ICS, the California Master Mutual Aid Agreement, the Operational Area Concept, and multi-agency coordination. Local governments must use SEMS to be eligible for reimbursement of their response-related personnel costs under state disaster assistance programs.

SEMS is used to manage multi-agency and multi-jurisdictional responses to emergencies in California. SEMS consists of five hierarchical levels: Field, Local, Operational Area, Region, and State. SEMS incorporates the principles of the ICS, the California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA), existing discipline-specific mutual aid agreements, the operational area concept, and multi-agency or interagency coordination and communication. Under SEMS, response activities are managed at the lowest possible organizational level.

FIELD. The field level is where emergency response personnel and resources, under the command of responsible officials, carry out tactical decisions and activities in direct response to an incident or threat.

LOCAL GOVERNMENT. The local government level includes cities, counties, and special districts. Local governments manage and coordinate the overall emergency response and recovery activities within their jurisdiction. Local governments are required to use SEMS when their EOC is activated or a local emergency is declared or proclaimed to be eligible for State reimbursement of response-related costs.

OPERATIONAL AREA. The operational area encompasses a county's boundaries and all political subdivisions within that county, including special districts. The operational area facilitates and/or coordinates information, resources, and decisions regarding priorities among local governments within the operational area.

The operational area serves as the coordination and communication link between the local government level and the region level.

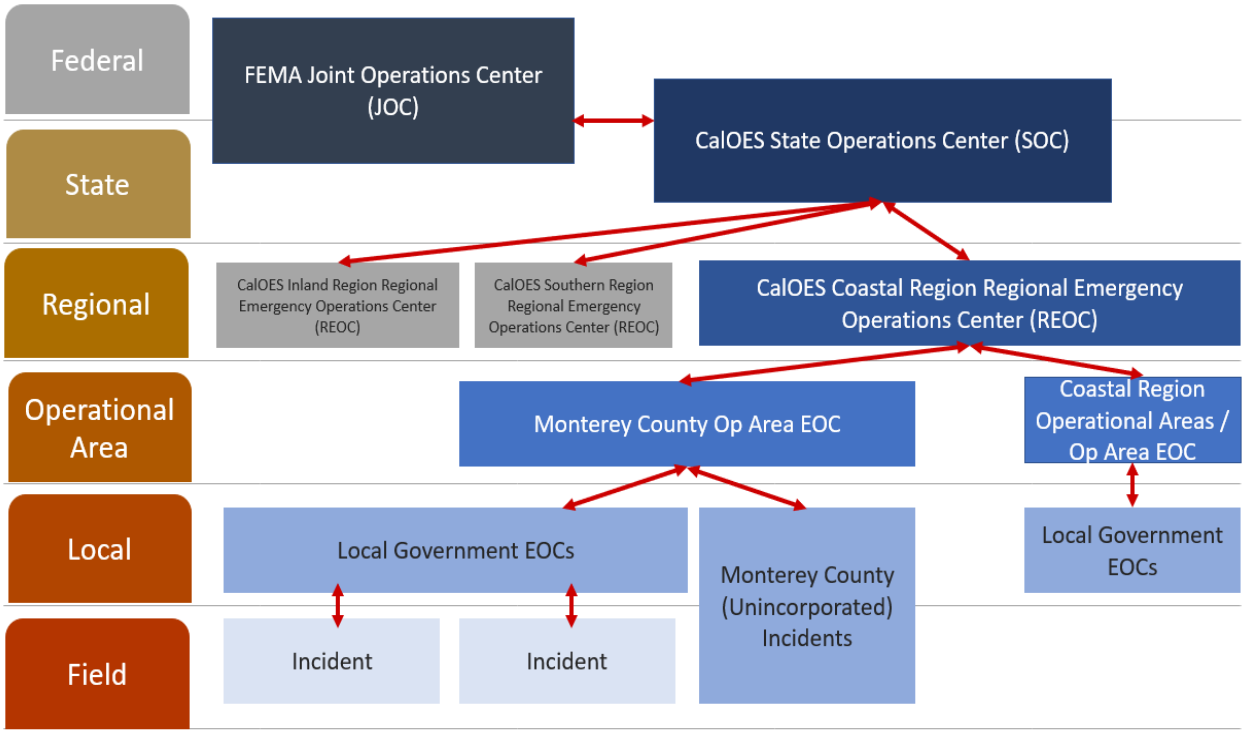
REGION. The region level manages and coordinates information and resources among operational areas within the mutual aid region and also between the operational area level and the State level. The region level also coordinates overall State agency support for emergency response activities within the region.

California is divided into three Cal OES administrative regions: Inland, Coastal, and Southern. The region level operates out of the Regional Emergency Operations Center (REOC).

STATE. The State level of SEMS prioritizes tasks, coordinates State resources in response to the requests from the region level and coordinates mutual aid among the mutual aid regions and between the region level and the State level.

The State level also serves as the coordination and communication link between the State level and the Federal emergency response system. The State level requests assistance from other state governments through the Emergency Management Assistance Compact and similar interstate compacts and agreements and coordinates with FEMA when Federal assistance is requested. The State level operates out of the State Operations Center (SOC).

Figure 3-1: Multi-Agency Coordination



3.5 NATIONAL RESPONSE FRAMEWORK (NRF)

The NRF is based upon the premise that incidents are handled at the lowest jurisdictional level. In the vast majority of incidents, state and local resources and interstate mutual aid will provide the first line of emergency response and incident management support. When state resources and capabilities are overwhelmed, Governors may request federal assistance. The NRF provides the framework for federal interaction with state, local, tribal, private sector and non-governmental entities in the context of domestic incident management to ensure timely and effective federal support.

The NRF is the core operational plan for national incident management, and establishes national-level coordinating structures, processes, and protocols that will be incorporated into certain existing federal interagency incident or hazard-specific plans. The NRF is intended to facilitate coordination among local, state, tribal, and federal governments and the private sector without impinging on any jurisdiction or restricting the ability of those entities to do their jobs. The NRF does not alter or impede the ability of first responders to carry out their specific authorities or perform their responsibilities.

The NRF and NIMS are designed to work in tandem to improve the Nation's incident management capabilities and overall efficiency. Use of NIMS enables local, state, tribal, and federal governments and private-sector and non-governmental organizations (NGOs) to work together effectively and efficiently to prevent, prepare for, respond to, and recover from actual or potential domestic incidents regardless of cause, size, or complexity.

3.6 NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

Homeland Security Presidential Directive-5 (HSPD-5) (2005) directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS) comprised of the following components:

- Command and Management (including ICS)
- Communications and Information Management
- Preparedness
- Resource Management
- Joint Information Systems (JIS)
- NIMS management and maintenance

NIMS provide a comprehensive approach to emergency management for all hazards. NIMS integrates existing best practices into a consistent, nationwide approach to domestic emergency management applicable to all jurisdictional levels (public and private) and across functional disciplines. NIMS incorporates ICS, a standardized on-scene emergency management concept designed to provide an integrated organizational structure for single or multiple emergencies, and to enable emergency response across jurisdictional boundaries. ICS is based on a flexible, scalable response organization. This organization provides a common framework within which people can work together effectively and efficiently in establishing standard response and operational procedures

3.6.1 RELATIONSHIP TO SEMS AND NIMS

THE MONTEREY COUNTY OPERATIONAL AREA COMPLIES WITH BOTH FEDERAL AND STATE GUIDANCE TO USE NIMS AND SEMS. EACH SYSTEM IS DESCRIBED IN DETAIL BELOW AND THE INTERRELATIONSHIP BETWEEN THE SYSTEMS.

The Monterey Operational Area (OA) is responsible for emergency response and coordination within the geographical boundaries. The California Emergency Services Act requires OAs to manage and coordinate these efforts Under SEMS and NIMS; the county is responsible for utilizing ICS management system to standardize response and to ensure that all local jurisdictions follow similar processes and coordination. The Operational Area EOC is the central location for gathering, processing and disseminating information, coordinating overall emergency operations by providing a common operating picture and coordinating both resource management and public information with the Coastal Region and Governor's OES.

3.7 EMERGENCY PROCLAMATIONS

> A LOCAL EMERGENCY MAY BE PROCLAIMED BY THE DIRECTOR OF EMERGENCY SERVICES (COUNTY ADMINISTRATOR) OR DESIGNEE IN ACCORDANCE WITH THE ORDINANCE ADOPTED BY THE MONTEREY COUNTY BOARD OF SUPERVISORS (MONTEREY COUNTY CODE 2.68.060)

When Board of Supervisors is not in session and the Director issues an emergency proclamation, the Board of Supervisors must ratify this proclamation within seven (7) days, review it every 30 days, and terminate it as soon as conditions warrant. The Director can recommend the Board of Supervisors proclaim a Local Emergency when they are in session. Proclamations are normally made when there is an actual incident or threat of a disaster or extreme peril to the safety of persons and property within the County.

Incorporated cities may issue emergency proclamations to the County of Monterey requesting emergency assistance. The proclamation of a Local Emergency provides the governing body with the legal authority to:

- Request the Governor to proclaim a State of Emergency
- Promulgate or suspend orders and regulations necessary to provide for the protection of life and property, including issuing orders or special regulations including imposing a curfew
- Exercise full power to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans, etc.
- Request state agencies or other jurisdictions to provide mutual aid
- Require the emergency services of any local official or employee
- Requisition necessary personnel and materials from any local department or agency
- Impose penalties for violation of lawful orders

4 ORGANIZATION AND RESPONSIBILITIES

THIS SECTION ESTABLISHES THE OPERATIONAL ORGANIZATION THAT WILL BE RELIED ON TO RESPOND TO AN EMERGENCY SITUATION. IT INCLUDES A LIST OF THE KINDS OF TASKS TO BE PERFORMED, BY POSITION AND ORGANIZATION, WITHOUT ALL OF THE PROCEDURAL DETAILS INCLUDED IN FUNCTIONAL ANNEXES. ORGANIZATION CHARTS, ESPECIALLY THOSE DEPICTING HOW A JURISDICTION IS IMPLEMENTING THE ICS OR MULTIAGENCY COORDINATION SYSTEM STRUCTURE, ARE HELPFUL. THIS SECTION SHOULD ALSO OUTLINE AGENCY AND DEPARTMENTAL ROLES RELATED TO PREVENTION AND PROTECTION ACTIVITIES.

4.1 ROLES AND RESPONSIBILITIES

SEMS designates five organizational levels— field response level, local government level, OA level, regional level, and state level with each level being activated in a modular component network style as needed.

4.1.1 FIELD RESPONSE

The field response level is where emergency response personnel and resources, under the command of an appropriate authority, carry out tactical decisions and activations in direct response to an incident, multiple incidents, or threat. This is the incident level- where the emergency response begins.

SEMS regulations require the use of ICS at this level of an incident. Field response agencies are most often represented by fire, law enforcement, EMS, and public health, although roads and airports and parks may be early responders in the field as well.

TABLE 4 – 1: FIRE PROTECTION DISTRICTS

FIRE PROTECTION DISTRICT	AGENCY	AREA SERVED
Aromas Tri-County FPD	CAL FIRE - BEU	Unincorporated Areas Districts 1
Big Sur Volunteer Fire Brigade	BIG SUR FIRE	Unincorporated Areas District 5
Cachagua FPD	Cachagua FPD	Unincorporated Area
California Department of Corrections and Rehabilitation Correctional Training Facility	Correctional Training Facility Fire Department	Salinas Valley Prison
Camp Roberts Emergency Services District		National Guard
Carmel Highlands FPD	CAL FIRE - BEU	Carmel Highlands
City of Carmel-by-the-Sea	Monterey Fire Department	City of Carmel-by-the-Sea
City of Del Rey Oaks	Monterey Fire Department	City of Del Rey Oaks
City of Gonzales	Gonzales Fire Department	City of Gonzales
City of Greenfield	Greenfield Fire Department	City of Greenfield
City of King	King City Volunteer Fire Department	City of King
City of Marina	Marina Fire Department	City of Marina
City of Monterey	Monterey Fire Department	City of Monterey
City of Pacific Grove	Monterey Fire Department	City of Pacific Grove
City of Sand City	Monterey Fire Department	City of Sand City
City of Seaside	Seaside Fire Department	City of Seaside
Cypress FPD	CAL FIRE - BEU	Carmel Barnyard
Fort Hunter Liggett Fire Department	FHL Fire & Emergency Services	Army Garrison
Gonzales Rural FPD	Gonzales Fire Department	District 3
Mid-Coast Fire Brigade	Mid-Coast VFC	District 5
Mission Soledad Rural FPD	CAL FIRE - BEU	City of Soledad
Monterey County Regional Fire District	Monterey County Regional Fire Protection District	Unincorporated Areas
Monterey Regional Airport	Monterey Fire Department	Monterey Regional Airport
Naval Post Graduate School	Monterey Fire Department	Naval Support Activity Monterey
North County Fire Protection District	North County Fire	Unincorporated Areas Districts 1 & 4
Pebble Beach Community Services District	CAL FIRE - BEU	Pebble Beach/ Del Monte Forest
Presidio Of Monterey Fire	Monterey Fire Department	Army Garrison

FIRE PROTECTION DISTRICT	AGENCY	AREA SERVED
Department		
South Monterey County Fire Protection District	CAL FIRE - BEU	District 3

TABLE 4 – 2: LAW ENFORCEMENT AGENCIES

AGENCY	AREA SERVED
Carmel-by-the-Sea Police Department	City of Carmel-by-the-Sea
Del Rey Oaks Police Department	City of Del Rey Oaks
Gonzales Sea Police Department	City of Gonzales
Greenfield Sea Police Department	City of Greenfield
King City Police Department	City of King City
Marina Police Department	City of Marina
Monterey Police Department	City of Monterey
Pacific Grove Police Department	City of Pacific Grove
Salinas (county seat) Police Department	City of Salinas
Sand City Police Department	City of Sand City
Seaside Police Department	City of Seaside
Soledad Police Department	City of Soledad
Monterey County Sheriff's Office	Unincorporated Areas
California Highway Patrol	Highway 101 (King City), Highway 1 (Monterey)
US Coast Guard	Monterey Bay
Presidio of Monterey Police Department	Presidio of Monterey
Naval Support Activity Monterey Police Department	Naval Support Activity Monterey
U. S. Army Garrison Fort Hunter Liggett Police Department	U. S. Army Garrison Fort Hunter Liggett

4.1.2 LOCAL GOVERNMENT

Local governments include cities/towns, counties, and special districts. Local governments manage and coordinate the overall emergency response and recovery activities between emergency agencies and operations centers within their jurisdiction (such as local EOCs and DOCs). This is the first coordination level above the field response. Local governments are required to use SEMS when their emergency operations center is activated or a local emergency is declared.

The County is responsible for managing response and recovery operations in the unincorporated areas of the county with the cities/towns providing support and mutual aid as needed. Emergency management systems actively exist in the incorporated cities/towns of:

- Carmel-by-the-Sea
- Del Rey Oaks
- Gonzales
- Greenfield
- King City
- Marina
- Monterey
- Pacific Grove
- Salinas (county seat)
- Sand City
- Seaside
- Soledad

4.1.3 OPERATIONAL AREA

The "Operational Area" is conceptual in nature and incorporates the effective incident management collaboration of the various jurisdictions within the boundaries of Monterey County. The County of Monterey, as a jurisdiction and organization is charged with taking the lead coordination and arbitration role within the OA and with being the primary point of contact and for the region and state. At this level, the governing bodies are required in SEMS to reach consensus on how resources will be allocated in a major crisis affecting multiple jurisdictions or agencies.California Government Code, Title 2, Division 1, Chapter 7, Article 9—California Emergency Services Act— defines an operational area as:

> "EACH COUNTY IS DESIGNATED AS AN OPERATIONAL AREA. IN A STATE OF WAR EMERGENCY EACH OPERATIONAL AREA SHALL SERVE AS A LINK IN THE SYSTEM OF COMMUNICATIONS AND COORDINATION BETWEEN THE STATE'S EMERGENCY OPERATING CENTERS AND THE OPERATING CENTERS OF THE POLITICAL SUBDIVISIONS COMPRISING THE OPERATIONAL AREA.
>
> THE GOVERNING BODIES OF EACH COUNTY AND OF THE POLITICAL SUBDIVISIONS IN THE COUNTY MAY ORGANIZE AND STRUCTURE THEIR OPERATIONAL AREA.
>
> AN OPERATIONAL AREA MAY BE USED BY THE COUNTY AND THE POLITICAL SUBDIVISIONS COMPRISING THE OPERATIONAL AREA FOR THE COORDINATION OF EMERGENCY ACTIVITIES AND TO SERVE AS A LINK IN THE COMMUNICATIONS SYSTEM DURING A STATE OF EMERGENCY OR A LOCAL EMERGENCY." (GOVERNMENT CODE § 8605)

Additionally, in accordance with California Code of Regulations, Title 19, Division 2, Chapter 1, Article 4—Standardized Emergency Management System—"The county government shall serve as the lead agency of the operational area unless another member agency of the operational area assumes that responsibility by written agreement with County government." (19 California Code of Regulations § 2409)

The Monterey County Board of Supervisors adopted a resolution establishing Monterey county as the Single Operational Area and Operational Area Authority for the purpose of coordinating inter-jurisdictional emergency management activities during disasters within Monterey County in 1995.

EMERGENCY MANAGEMENT ORGANIZATION

The Office of Emergency Services is part of the County Administrative Office and reports to the Assistant CAO – Governmental Affairs. The County Administrative Officer is the ex-officio Director of Emergency Services. The Deputy Director of Emergency Services (otherwise referred to as Emergency Services Manager) provides general direction and oversight to the staff, and the functions of OES and the Monterey County Operational Area EOC. The Office is responsible for the following:

- Ensure all phases of emergency management are addressed in strategic planning efforts, building the core capabilities and disaster resiliencies within the communities of Monterey County;
- Organizing, staffing and operating the OA EOC;
- Provide information and guidance to the public and elected officials including emergency warning and alerting
- Provide resource management inventories of critical assets, supplies and equipment necessary to support emergency response and recovery operations;
- Reviewing and maintaining internal and external emergency operations plans and preparedness programs for the Operational Area
- Ensure that emergency planning follows state and federal guidance.
- Identifying and analyzing potential hazards and recommending appropriate mitigation measures
- Conduct on-going emergency preparedness and educational campaigns and training
- Serving as the emergency management point of contact for government officials, public safety, organizations, nonprofit and community based organizations, city, county and private industry partner and stakeholders.

Roles and responsibilities of County departments, nongovernmental and private sector partners are described in Table 4-3.

TABLE 4-3: AGENCIES WITH ROLES SUPPORTING MONTEREY COUNTY'S EMERGENCY MANAGEMENT PROGRAM.

AGENCY	RESPONSIBILITIES
Board of Supervisors	• Sets Policy for the overall Operational Area coordination of Local Emergency response efforts • Approves the EOP and any future revisions • Ratifies Emergency Proclamations • Sets Policy and direction for disasters • Enacts special emergency regulations and orders
County Administrative Officer	• Serves as the Director of Emergency Services. • Issues emergency proclamation • Activates County COOP • Ensures policy and direction for the EOC are developed and implemented. • Ensure flow of information to Board of Supervisors, other local jurisdictions and State of California.
Office and Emergency Services	• Activating the EOC and EOP • Orders emergency resources for local governments and response agencies in accordance with SEMS • Maintaining situational awareness and providing updated information throughout the operational area and to the REOC • Implementing its Action Plan, as needed to ensure that operational area priorities are met. • Participating in state and regional conference calls or meetings
Sheriff's Office	• Manages law enforcement activities for the unincorporated and contracted areas of the County • Manages and coordinates evacuations in unincorporated areas of the County • Provides security and perimeter control for critical facilities and other vulnerable

AGENCY	RESPONSIBILITIES
	emergency response locations including County owned facilities. • Coordinates Law Enforcement and Coroner Mutual Aid for the Operational Area
Sheriff-Coroner	• Serves as the lead agency for the management of fatalities for the OA • Manages/Coordinates the recovery, storage, transport, processing and final disposition of human remains • Signs death certificates for all fatalities within its jurisdiction • Manages and oversees the Family Assistance Center when activated
California Highway Patrol (CHP)	• Coordinates transportation corridors • Establishes Emergency egress and ingress on state highways • Develops traffic plans
County Emergency Communications Department/911	• Dispatches first responder agencies to emergencies • Receives all 911 calls for assistance per state rules • Staffs EOC Communication Unit • Provides first responder resource status/tracking
Fire and Rescue	• Activates USAR teams • Assists with search, rescue, and recovery operations • Assists with search and recovery operations • Assists with decontamination operations • Coordinates Air Operations • Coordinates Fire and Rescue Mutual Aid
Hazardous Materials Response Teams	• Provides expertise on hazardous materials • Provides decontamination of people and resources • Disposition of hazardous materials
Behavioral Health Services	• Assesses and activates the response to disaster mental health issues

AGENCY	RESPONSIBILITIES
	• Provides mental health counselors to shelter facilities • Ensures the continuation of care, treatment, and housing for those clients residing within the County mental health system prior to the incident. • Provides counselors at the Family Assistance Center for decedents' family members and response personnel when applicable • Disseminates information to the community on stress management through the Operational Area JIC
Public Health	• Provides technical guidance and issues orders through the authority of the Health Officer to prevent the spread of disease • Provides information on health-related issues such as infection control measures and risk avoidance • Coordinates Medical/Health Mutual Aid • Coordinates with health care facilities and emergency medical response providers
Emergency Medical Services	• Lead role in managing the medical component of countywide disasters. • Monitors and optimizes the stability of the EMS system. • Creates the Multi-Casualty Incident (MCI) Plan, Disaster Medical Operation Plan (DMOP). • Acts as the Medical Health Operational Area Coordinator (MHOAC). • Coordinates incoming and outgoing medical and health mutual aid requests; • Integrates mutual aid resources into the Monterey County EMS System; • Manages all medical communications systems both radio and internet-based; and • Establishes priorities for coordination of responding agencies. • Coordinates actions with healthcare facilities and EMS responders. • Acts as the lead agency for the County's MHOAC program and manages all medical communications systems, including radio and internet-based systems.
Environmental Health	• Provides information to the public regarding safe storage of emergency food and

AGENCY	RESPONSIBILITIES
	water supplies as well as the safe disposal of sewage following a disaster • Monitors air quality • Evaluates operation impacts on the environment • Monitors food and water distribution during disaster response operations • Assists in the Mitigation of Hazardous Material Events • Implements requirements for Debris Removal on private land.
Public Works/Engineering	• Coordinates debris clearance and removal for the County • Identifies temporary collection and processing sites for debris • Conducts damage assessments and building inspections for structures under the jurisdiction of the County
Libraries	• Provides facilities to be utilized as Evacuation Centers and Community Resource Centers • Serves as Information Centers during incidents that experience extended power outages
Social Services	• Coordinates the activation of shelters for the Operational Area • Provides Functional Assessment Services at shelters. • Provides support services at the Local Family Assistance Center when activated • May support local governments by providing staff to operate disaster shelters. • Provides programs for child care, General Assistance, Medi-Cal, Housing Assistance, Food Stamps, and Supplemental Security Income for disaster victims in need
Resource Management Agency	• Provide damage assessment personnel • Staff Planning Section of EOC • Lead the Recovery Task Force and Planning
Water Resource Agency	• Provide intelligence on emergency water flow or precipitation

AGENCY	RESPONSIBILITIES
	• Monitors flood control gauges • Manages waterways and associated infrastrcutures (i.e. dams and levees)
County Agriculture Commissioner	• Coordinates information between agriculture business community and county • Coordinates resources between agriculture businesses
Monterey County of Education	• Coordinates with Shelter Branch on school shelter locations • Coordinates information between school districts on emergency actions • Ensures that all school districts have emergency action plans
MST	• Coordinates information and resources for emergency evacuation and transportation for all populations including pets
American Red Cross	• Manages shelter operations, mass care, coordinate mass feeding, case management
SPCA	• Management animal / pet shelters through the county. • Provides emergency pet/animal evacuation • Coordinates reunification of pets with owners
CERT	• Provide trained volunteers to assist public safety in evacuation, closures, medical care • Provide trained volunteers to staff emergency centers such as Point of Distribution, Logistics Staging Area, Emergency Volunteer Center and Mass Care Shelters
ARES	• Provide amateur radio emergency services under the direction of EOC • Provide emergency radio services in critical facilities; Incident Command Centers including equipment and personnel

Source: URS analysis, 2011.
Cal OES = California Office of Emergency Services

AGENCY	RESPONSIBILITIES

EOC = Monterey County Emergency Operations Center
EOP = Monterey County Emergency Operations Plan
JIC = Joint Information Center
USAR = urban search and rescue

4.2 LOCAL EMERGENCY OPERATIONS CENTERS

Local jurisdictions activate their EOCs based on the magnitude or need for more coordinated management of the emergency. When activated, Local EOCs help form a common operating picture of the incident by collecting, analyzing, and disseminating emergency information. Local EOCs can also improve the effectiveness of the response by reducing the amount of external coordination of resources by the Incident Commander by providing a single point of contact to support multiagency coordination.

4.2.1 LOCAL EOC ACTIVATION

When activated, the local EOC notifies the OA lead that the local EOC has been activated, to what level, and if there is a local emergency declaration. Local EOCs should:

- Notify the Monterey County OES Duty Officer;
- Change the status of their EOC on the "MoCo OA EOCs/DOCs" Board on WebEOC.
- Report the status during Coordination Calls.

4.3 OPERATIONAL AREA EMERGENCY OPERATIONS CENTER (OA EOC)

The Monterey County Operational Area Emergency Operations Center (EOC) is a location from which centralized emergency management can be performed. The use of an EOC to manage and coordinate is a standard practice in emergency management. The activation level of the EOC and associated staffing needs also vary with the complexity ot the emergency. The Operational Area Emergency Operations Centers (EOC) will be activated in accordance to the Standardized Emergency Management System and organized according to the five functions of the system, which are Management, Operations, Planning/Intelligence, Logistics, and Finance/Administration.

4.3.1 PURPOSE

The following activities are performed in the OA EOC:

- Developing a common operating picture of the Operational Area during disaster and emergencies
- Set objectives and priorities for operational efforts and resource allocation
- Limited Resource Management
- Support of field response operations
- Receive and disseminate warning information
- Collect intelligence from, and disseminate information to, the various OA EOC representatives, and, as appropriate, to county, cities/towns, special districts, state and federal agencies

- Prepare intelligence/information summaries, situation reports, operational reports, and other reports as needed
- Maintain general and specific maps, information display boards, and other data pertaining to OA emergency operations and situational awareness
- Ensure Continuity of government priorities, objectives, and actions are taken
- Analysis and evaluation of all data pertaining to OA emergency operations
- Maintain contact and coordination with county DOCs, other local jurisdiction EOCs, and the state
- Facilitate the rapid restoration of lifelines
- Implement community recovery efforts

4.3.2 LOCATION

The OA EOC is located within the Monterey County Emergency Services Center at 1322 Natividad Rd, Salinas, CA. The building was constructed in the early 2000's, completed in 2003, to serve the Office of Emergency Services administrative staff, Op Area EOC, and 9-1-1 Communications. The building has designated secured parking, facility access points, and restrooms. Work areas for OA EOC functions are wheelchair accessible.

The alternate OA EOC, which would be activated should the primary OA EOC be inoperable or otherwise inaccessible, is collocated within the Government Center at 1441 Schilling Place, Salinas, CA near the Cinnamon Conference Room. This facility also serves as a Department Operations Center for Monterey County Public Works.

4.3.3 ACTIVATION

The County EOC is activated on the occurrence or threatened occurrence of any of the following situations:

> ON THE PROCLAMATION OF A LOCAL EMERGENCY BY THE EMERGENCY SERVICES DIRECTOR/BOARD OF SUPERVISORS
>
> ON THE PROCLAMATION OF A STATE OF EMERGENCY INVOLVING ALL OF MONTEREY COUNTY OR PORTIONS THEREOF
>
> ON WARNING OF ENEMY ATTACK OR A PRESIDENTIAL DECLARATION OF A STATE OF WAR EMERGENCY
>
> ON NOTIFICATION OR WARNING (BY LAW, FIRE, OR HEALTH OFFICIAL) OF ANY SITUATION THREATENING THE HEALTH, SAFETY, OR WELL-BEING OF MONTEREY COUNTY

A LOCAL GOVERNMENT WITHIN THE OPERATIONAL AREA HAS ACTIVATED ITS EOC AND REQUESTS ACTIVATION OF THE MONTEREY COUNTY OPERATIONAL AREA EOC TO SUPPORT ITS EMERGENCY OPERATION

TWO OR MORE CITIES WITHIN THE MONTEREY COUNTY OPERATIONAL AREA HAVE PROCLAIMED THE EXISTENCE OF A LOCAL EMERGENCY WITHIN THEIR RESPECTIVE JURISDICTIONS

TO SUPPORT THE COMMAND AND OPERATIONAL AREA COORDINATION OF A SIGNIFICANT PRE-PLANNED EVENT

ACTIVATION AUTHORITY

The following individuals have the authority to activate the Monterey County EOC in accordance with the provisions provided for in the Emergency Operations Plan and Monterey County Code, Chapter 2.68:

- Chairman, Board of Supervisors
- Director of Emergency Services
- Deputy Director of Emergency Services

The Director of Emergency Services determines the appropriate level of activation. Depending on the assessed severity of the emergency, the Monterey County EOC may have either a partial or a full activation. In a partial activation, the EOC Director determines which EOC ICS positions are required. In a full activation, all or most of the EOC positions identified in the EOP are staffed.

ACTIVATION LEVELS

When activating the EOC, the responsible official should consider the following as part of the determining the level of activation:

- Determine the scope of the incident or event
- Determine the appropriate level of activation
- Notify EOC staff of activation, beginning with the positions needed to be filled.
- Open the EOC and prepare facility to host operations

LEVEL THREE EOC ACTIVATION: Level Three is a minimum activation. This level may be used for situations which initially only require a few people, e.g., a short term earthquake prediction at level one or two; alerts of storms, or tsunamis; or monitoring of a low-risk planned event. At a minimum, Level Three staffing consists of the EOC Director, Section Coordinators, and a situation assessment activity in the Planning and Intelligence Section. Other members of the organization could also be part of this level of activation e.g., the Communications Unit from the Logistics Section, or an Information Officer.

LEVEL TWO EOC ACTIVATION: Level Two activation is normally achieved as an increase from Level Three or a decrease from Level One. This activation level is used for emergencies or planned events that would require more than a minimum staff but would not call for a full activation of all organization elements, or less than full staffing. The EOC Director, in conjunction with the General Staff, will determine the required level of continued activation under Level Two, and demobilize functions or add additional staff to functions as necessary based upon event considerations. Representatives to the EOC from other agencies or jurisdictions may be required under Level Two to support functional area activations.

LEVEL ONE EOC ACTIVATION: Level One activation involves a complete and full activation of all organizational elements at full staffing and all Emergency Support Functions. Level One would normally be the initial activation during any major emergency requiring extreme State level help.

DEACTIVATION

The County EOC is deactivated only if one of the following circumstances applies:

- On termination of any official local, State, or Federal emergency declarations
- On termination of any real or potential situation requiring EOC activation
- As ordered by the Director of Emergency Services, the Emergency Services Manager, or the Board of Supervisors

De-escalation from a full to a partial level may also occur. When the EOC is fully deescalated or activated to a lower level, all internal and external contacts informed of the initial activation are notified. A contact point is provided to address any additional needs for support or information required from EOC staff during the next 24 hours.

4.3.4 ORGANIZATION STRUCTURE

The organizational structure for the EOC follows the standard ICS format, with a command or management section and the four functional sections for operations, planning and intelligence, logistics, and finance and administration. Figure 4-1 presents the standard EOC organization for Monterey County.

SEMS regulations require local governments to provide five functions: management, operations, planning and intelligence, logistics, and finance/administration. These functions are the basis for structuring the EOC organization.

POLICY GROUP

Management is responsible for the overall policy and coordination through the policy group. The policy group consists of:

- Chair, Board of Supervisors
- Emergency Services Director
- County Council
- Sheriff
- RMA Director
- Health Director
- Director of Social Services
- EOC Manager
- Public Information Officer
- And Any Subject Matter Expert the Emergency Services Director requests

MANAGEMENT

All positions are under the direction of the Emergency Services Director or designee. Public Information officer. Management positions consist of:

- Emergency Services Director
- EOC Manager
- Deputy EOC Coordinator
- Liaison Officer
- Legal Officer
- Safety Officer
- Public Information Officer

The Public Information Officer is part of the EOC's Command Staff and reports to the EOC Director. The Public Information Officer is responsible for developing and disseminating accurate and timely notifications, warning and public information allowing the public to make critical decision about their safety and property. The PIO serves as part of the Joint Information Center (JIC) for the operational Area and provides critical information both down and up within the SEMS structure. The following branches are identified, and groups and branches can be added as well as technical specialists:

- Joint Information Center Unit
- Media Unit
- Social Media Unit
- Call Center Unit

OPERATIONS SECTION

The Operations Section is under the supervision of the Operations Section Chief who oversees all functions within the Section and is part of the EOC Director's General Staff. The Operations Section directs resource allocation, identifies gaps in local and field levels resource requests and coordinates mutual aid resources. The Operations Section is responsible for coordinating with Local EOC counterparts and County field incident commanders. The following branches are identified. Various Branches/ Groups can be added as well as Technical Specialists.

- Law Enforcement Branch
- Fire & Rescue Branch
- Medical and Health Branch
- Care and Shelter Branch
- Public Works / Engineering Branch
- Agriculture Unit
- Schools Unit
- Libraries Unit

PLANNING SECTION

The Planning/Intelligence Section under the supervision of the Planning Section Chief is responsible for gathering and analyzing all data regarding the incident and resource allocation. The Planning Section maintains a significant events logs, maps and Web EOC display boards.

In addition, the Planning Section prepares situation reports, damage assessment, conducts all meetings, documents all EOC activities and coordinates the preparation of the Incident Action Plan. The following branches are identified. Various Branches / Groups can be added as well as Technical Specialists as needed:

- Situation Analysis Unit
- Documentation Unit
- Strategic Planning Unit
- Damage Assessment Unit
- Long term Recovery Planning Unit
- Technical Specialists:
  - Geospatial Information Systems
  - Access and Functional Needs
  - Alert and Warning

LOGISTICS SECTION

The Logistics Section under the supervision of the Logistics Chief provides all emergency support needs. The Section orders all physical, human and equipment resources either through mission requests to the REOC, EMMA, or through direct contracts and procurement. The Logistics Section manages both disaster volunteer and donations to compliment needs in the field. The Section coordinates all transportation, communication, fuel, food and shelter requirements. The Logistics Section is comprised of:

- Personnel Unit (DSW and Volunteers)
- Data Services Unit
- Resource Tracking Unit
- Communications Unit (ARES and County Communications Coordinator)
- Transportation Unit
- Facilities Unit
- Procurement Unit
- Donations Management
- Point of Distribution Unit

FINANCE/ ADMINISTRATION

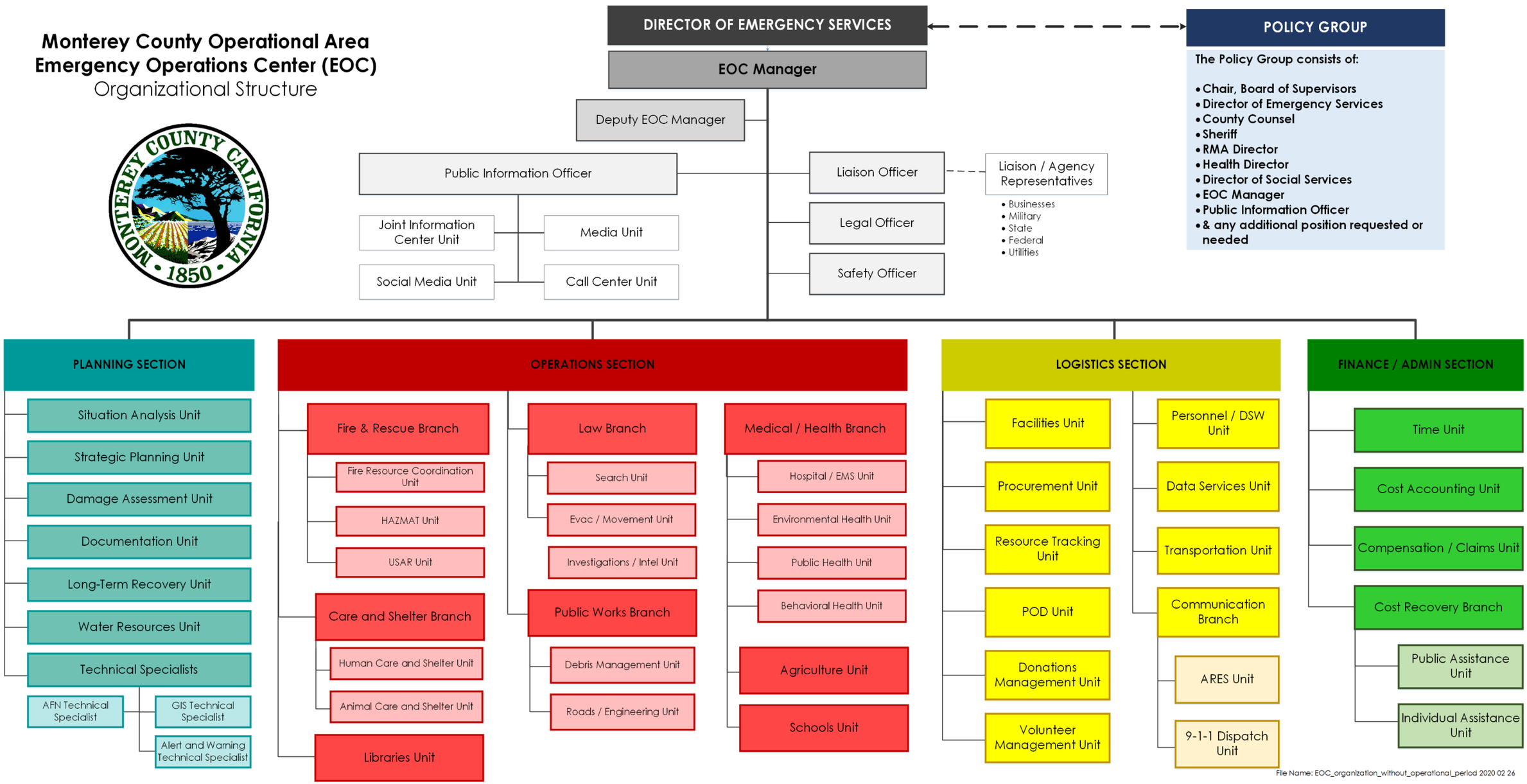
The Finance / Administration Section provides for the tracking of time worked for all emergency personnel involved in the incident, provides cost analysis and projections, begins the tracking for state and federal reimbursement requirement in a state and /or federal declaration. The Finance Section consists of:

- Time Unit
- Comp/Claims Unit
- Cost Accounting Unit
-
- Cost Recovery Branch:
  - Public Assistance Unit
  - Individual Assistance Unit

ORGANIZATION CHART

Each box in the figure corresponds to a role with associated responsibilities. Under the title of the position, the agency or department responsible for staffing the position is identified. Not all the roles are necessary for each EOC activation. In fact, an EOC more frequently activates partially, since most incidents do not require all disciplines to respond. Position checklists that identify tasks associated with each position can be found in the EOC Standard Operations Manual.

FIGURE 4-2. EMERGENCY OPERATIONS CENTER ORGANIZATION CHART.



4.4 DEPARTMENT OPERATIONS CENTERS

A Department Operations Center (DOC) is an operational and logistical entity that is designed to coordinate functional support for incident management. The role of a DOC typically involves two functions: continuing critical pre-disaster operations and provide functional support to field operations. DOCs can serve as extensions of the functional branches in the Operations and Logistics Sections of the EOC.

Currently there are 3 departments that have the capability to activate a DOC:

- Health Department
- Resource Management Agency - Public Works
- Sheriff's Office

These external DOCs have a similar role to the County EOC in that they provide support to their field resources and coordinate with the Operational Area EOC.

When activated, the DOCs notifiy the OA lead that the local EOC has been activated, to what level, and if there is a local emergency declaration. DOCs should:

- Notify the Monterey County OES Duty Officer;
- Change the status of their DOC on the "MoCo OA EOCs/DOCs" Board on WebEOC.
- Report the status during Coordination Calls.

4.5 REGIONAL EMERGENCY OPERATIONS CENTER (REOC)

Because of its size and geography, the state has been divided into three administrative regions each with an EOC, to include the Southern, Coastal, and Inland regions. Monterey County is in the Coastal Region. Additionally, the state has been divided into six mutual aid regions. Monterey County resides in Mutual Aid Region Two, which is based out of Alameda County. The Regional Emergency Operations Center (REOC) prioritizes requests and provides support to the OAs in their region. This is to provide for more effective application and coordination of mutual aid and other related activities.

4.6 STATE OPERATIONS CENTER (SOC)

The State Operations Center (SOC) level is located in Sacramento at the Cal OES headquarters. Cal OES manages state resources in response to the emergency needs of the other levels. The state also serves as the coordination and communication link between the state and the federal disaster response system.

4.7 ADDITIONAL SUPPORT AND PLANNING ORGANIZATIONS

4.7.1 MONTEREY COUNTY DISASTER COUNCIL

The Monterey County Disaster Council serves as the advisory council to the Board of Supervisors and convenes at the request of the Director of Emergency Services (CAO) to consider and recommend emergency plans and agreements to improve disaster preparedness countywide as authorized by Monterey County Code 2.67et seq. The Council consists of the following standing council members:

- The County Administrative Officer
- The Deputy Emergency Services Director
- The County Sheriff-Coroner
- The County Health Officer
- The County Director of Public Works
- The County Director of Social Services
- The District Engineer of the Monterey County Water resources agency
- The Chief Unit Ranger, San Benito-Monterey Ranger Unit, California Department of Forestry and Fire Protection
- The officer in charge of the California Highway Patrol in Monterey County
- A representative of the American Red Cross selected by the chapters thereof within Monterey County
- The District Ranger, Monterey District of Los Padres National Forest, United States Forest Service
- Representative from south county cities
- representative from city managers
- representative from special districts
- representative from the board of education
- Representative from the Access and Functional Needs Community

Additional representation from any other service, support, volunteer, veterans, business, industry, or assistance organization deemed appropriate by the Director. Such representative membership shall be determined on an annual basis by the Director (Ord. 3471, 1990, Ord. 2355 § 3, 1977).

> THE MONTEREY COUNTY DISASTER COUNCIL IS A STANDING COMMITTEE SUBJECT TO THE RALPH M. BROWN ACT, LOCATED AT CALIFORNIA GOVERNMENT CODE 54950 ET SEQ., OF THE CALIFORNIA STATE LEGISLATURE.

The Monterey County Council was Accredited by the California State Disaster Council on December 19, 1946 in accordance with the provisions of Chapter 1024, Statutes 1945, and Chapter 104, Statutes 1946, 1st Extraordinary Session.

CALIFORNIA EMERGENCY SERVICES ACT

The California Emergency Services Act, § 8585.7. outlines requirements for certification of accredited status of local disaster councils in section § 8612. Any disaster council that both agrees to follow the rules and regulations established by the Office of Emergency Services pursuant to Section 8585.5 and substantially complies with those rules and regulations shall be certified by the office. Upon that certification, and not before, the disaster council becomes an accredited disaster council. Should an accredited disaster council fail to comply with the rules and regulations of the California Governor's Office of Emergency Services in any material degree, the office may revoke its certification, and, upon the act of revocation, the disaster council shall lose its accredited status.

4.7.2 DISASTER SERVICE WORKERS (DSWS)

The Disaster Service Worker Volunteer Program (DSWVP) was created as the result of legislation to provide workers' compensation benefits to registered Disaster Service Worker (DSW) volunteers who are injured while participating in authorized disaster- related activities, including pre-approved training. Disaster service, as defined for the Program, is designed to aid in the response and recovery phases in a disaster or emergency. It does not include the day-to-day emergency response activities typically associated with, for example, law enforcement, fire services or emergency medical services. The Program also provides limited immunity from liability.

In accordance with state law (California Code of Regulations (CCR) Title 2, Division 2, Chapter 2, Subchapter 3) and county ordinance all county employees are designated as disaster service workers DSW. In the event of an emergency the expectation is that county employees will secure their own homes and families and then, if possible and if they are so instructed, they will return to the county to assist in response activities. Continuity of government services is critical during disasters, and county employees will play an important role in maintaining the services necessary for the community to recover from a disaster.

> VOLUNTEERS MAY REGISTER THROUGH DESIGNATED EMERGENCY VOLUNTEER CENTERS (EVC) OPERATED BY UNITED WAY 2-1-1 ON AN AS-NEEDED BASIS IN AN EMERGENCY TO BE DESIGNATED DSWS AND FILL IMPORTANT ROLES IN THE OVERALL RESPONSE EFFORT.

4.7.3 COMMUNITY EMERGENCY RESPONSE TEAM (CERT)

The CERT program educates people about disaster preparedness for hazards that may impact their immediate area and trains them in basic disaster response skills such as: fire safety, light search and rescue, team organization, and disaster medical operations.

Using classroom and simulation based education; CERT members can assist others in the neighborhood or workplace immediately following an event when emergency responders may not be immediately available to help.

The Monterey County Office of Emergency Services will continue to promote a consistent and standardized approach to CERT team activation, mobilization, utilization, and integration

in to the Operational Area Incident Management structure.

4.7.4 AMATEUR RADIO EMERGENCY SERVICES/RADIO AMATEUR CIVIL EMERGENCY SERVICES

Monterey County has trained amateur radio operators, registered with their respective city/town and/or county ARES/RACES organization. Local ARES/RACES radio operators are a primary source of initial damage assessment in any significant incident. They respond immediately to any obvious incident with assessment of their local area and report to the county radio personnel at the OA EOC.

5 DIRECTION, CONTROL, AND COORDINATION

THE EMERGENCY RESPONSE IS COORDINATED UNDER SEMS, WHICH PROVIDES A FLEXIBLE, ADAPTABLE AND EXPANDABLE RESPONSE ORGANIZATION TO ADDRESS ALL-HAZARDS OF VARYING MAGNITUDE AND COMPLEXITY. AN EOC IS ACTIVATED TO SUPPORT FIELD OPERATIONS AND ENSURE CONTINUITY OF GOVERNMENT WHEN AN INCIDENT THREATENS GOVERNMENT SERVICES, REQUIRES ADDITIONAL RESOURCES BEYOND THE CAPACITY OF THE RESPONDING AGENCY, OR WHEN RESOURCES EXCEED THAT WHICH IS AVAILABLE FROM WITHIN THE JURISDICTION AS A WHOLE. COMMUNICATIONS BETWEEN THE FIELD RESPONSE, DOCS, AND THE EOC ARE ESTABLISHED WHEN THE EOC IS ACTIVATED IN SUPPORT OF FIELD OPERATIONS. EACH LOCAL GOVERNMENT'S EOC WILL ESTABLISH COMMUNICATIONS WITH THE OA EOC AND THE OA EOC WILL COMMUNICATE WITH THE STATE THROUGH THE REOC.

5.1 DIRECTION AND CONTROL

The Emergency Services Manager has the responsibility of managing the day-to-day administrative and operational activities associated with the management of the County Emergency Management Program as defined within the Monterey County Administrative Code. During emergency proclamation, the Director of Emergency Services has the power to direct staff and civilian responses in the unincorporated areas of the County, and to settle questions of authority and responsibility. If necessary, to protect life, property or to preserve public order and safety, the Board of Supervisors or the Director may promulgate orders and regulations. These must be in writing and must be given widespread publicity. In a proclaimed emergency, the Director may buy or commandeer supplies and/or equipment and may command the aid of citizens.

> MONTEREY COUNTY CODE, CHAPTER 2.68, EMERGENCY PROCEDURES AND ORGANIZATION

Additionally, the Governor has the power to suspend State agency orders, rules, or regulations that may impede emergency responses. Local governments generally do not have this power, except by order of the Governor.

5.1.1 EMERGENCY OPERATIONAL CENTER NOTIFICATION

Monterey County OES maintains a roster of pre-identified/appointed County EOC staff and will notify those personnel to report to the OA EOC using Alert Monterey County, the county's alert and warning system. The EOC staff list includes County department representatives and agency representatives who are part of each SEMS (and NIMS compliant) EOC section—management, operations, plans and intelligence, logistics, and finance and administration.

The list will be utilized when directed by the Director of Emergency Services or designee activates the OA EOC. The Director of Emergency Services or designee will determine what positions of the OA EOC will initially be staffed and requested to report. The EOC responders list includes:

- Employees from county departments and agencies with appropriate authority and expertise
- Representatives from outside agencies including:
  - Special districts
  - Other government agencies
  - Volunteer organizations
  - Private sector organizations

Whenever the EOC is activated, the following notifications are made:

INTERNAL - When the EOC Staff notification list has been created, appropriate individuals receive notification from OES Staff or if after hours, the County Emergency Communications Department/911.

EXTERNAL - The EOC Director directs the Deputy EOC Director on specific notifications to other agencies. At a minimum, the following entities are notified:

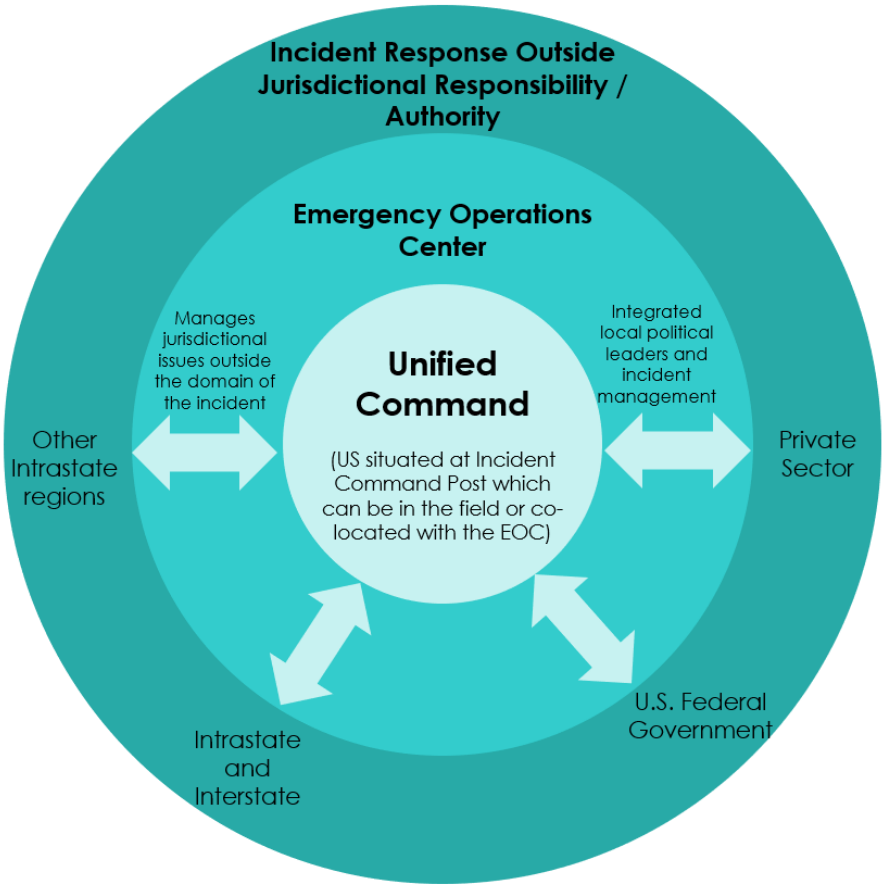
- The Monterey County Sheriff's Office Watch Commander
- Involved cities/districts (field incident commanders and responder agencies)

For external notification, the following information is provided:

- Nature of incident
- Level of activation
- Location of EOC
- Name and title of EOC Director
- Land-line, cellular, and fax numbers to the EOC
- Email addresses for the EOC Director and section chiefs

5.2 COORDINATING WITH FIELD-LEVEL INCIDENT COMMAND POSTS

Field-level responders organize under ICS and coordinate with their local government DOCs or EOCs depending on the jurisdiction. For Monterey County, ICS functional positions at the field level coordinate with the applicable DOC and OA EOC. The OA EOC can utilize it's Field Liaison, assigned to the Liaison Officer, to communicate directly with field Incident Commands and report back to the EOC.



5.3 EOC/IMT INTERFACE

In a major emergency, a local jurisdiction EOC might be activated to coordinate and support the overall response. Personnel that are part of a field level emergency response will utilize ICS to manage and direct on-scene operations. Tactical management of responding resources is always under the leadership of the on-site Incident Commander (IC) at the Incident Command Post (ICP). ICs may report to the DOC dispatching resources amongst incidents, which in turn will coordinate with the local EOC.

In some jurisdictions ICs may report or communicate directly to the local EOC usually to their counterpart in the operations section.

During multiple-incident situations within the county, an area command may be established to provide for the ICs at separate locations. Unified Command is an application of ICS and may be established at the field response level when more than one agency has jurisdictional responsibilities. Agencies work together through the designated members of the Unified Command to establish their designated ICs at a single ICP. Under Unified Command, entities develop a common set of objectives and strategies which provides the basis for a single Incident Action Plan.

The Monterey Operational Area EOC serves as the county multi-agency coordination center for Monterey County providing the architecture to support coordination of or incident prioritization, critical resource allocation, communications systems integration, and information coordination. The EOC does not command the tactical response to the incident or events. Rather the EOC supports the on-scene Incident Commanders with information and resources. It establishes policies to protect the population at large and plan for the long-term recovery.

Communication and coordination between the Incident Management organization and the EOC is essential for ensuring a common operating picture; efficient logistical ordering of resources and sharing of public information strategies through a joint information system. When large scale event occur within the county jurisdictional boundaries and Type I & II state or federal teams are employed; the County EOC, (utilizing the Field Liaison Unit), will work cooperatively with Incident Managemetn Teams (IMT), attend in-Briefs and cooperators and planning meetings as necessary to ensure communication and mutual interests are being addressed.

5.4 COORDINATING WITH LOCAL GOVERNMENT EOCS

When activated, the Monterey County Operational Area EOC coordinates with local governments through their activated EOC to facilitate the request and acquisition of resources and to share information.

> *Resource: Contact information for each local government EOC can be found in Appendix F.*

All local EOCs and DOCs should provide situation reports, significant events, press releases and resource requests through the WebEOC system and through regularly scheduled Operational Area Coordination Calls hoted by Monterey County OES staff or the Op Area EOC.

> *Resource: Duty Officer Coordination Call Standard Operating Procedures and Templates can be found in Attachment 4.*

When the Operational Area EOC is not activated local governments coordinate through the Operational Area Mutual Aid Coordinators (CalFIRE and Law Enforcement) and through the Monterey County Duty Officer, or designee.

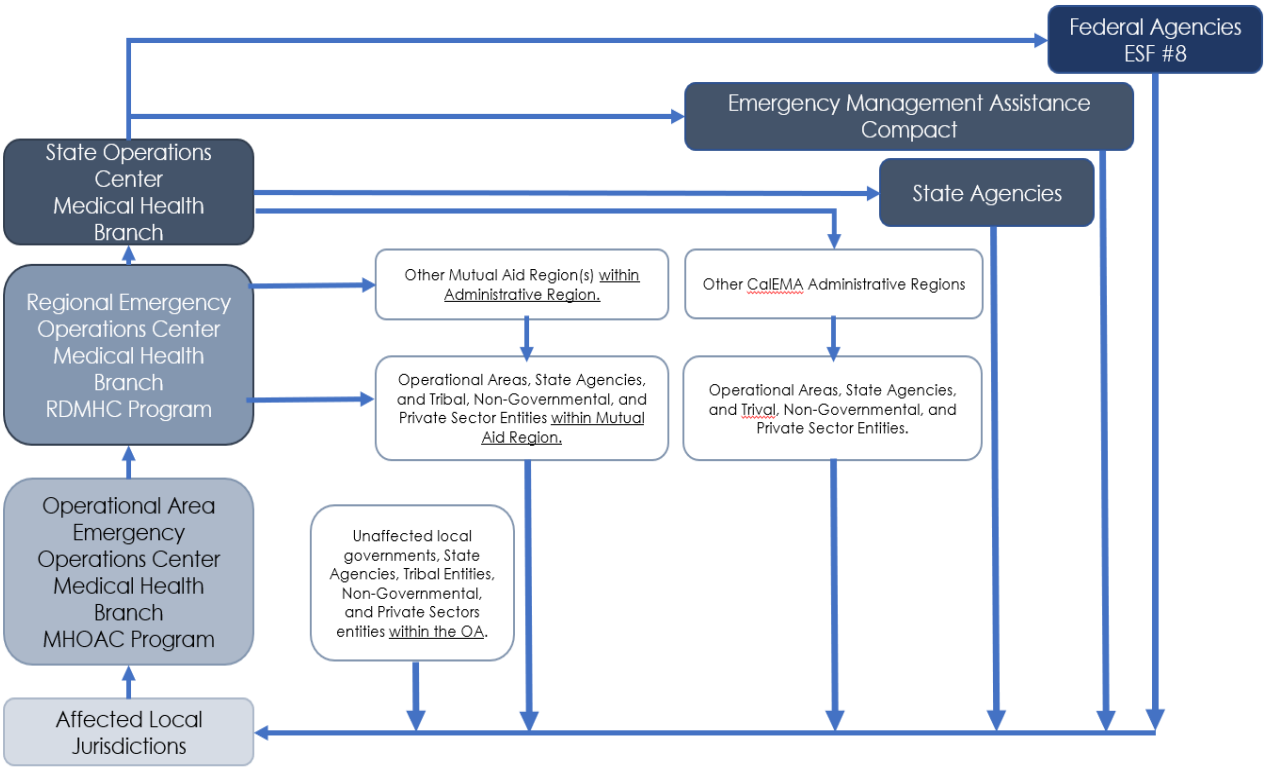
THE MONTEREY COUNTY EMERGENCY SERVICES MANAGER SHOULD BE NOTIFIED IF ANY COUNTY RESOURCE (EQUIPMENT, STRIKE TEAMS) IS DEPLOYED TO OTHER COUNTIES THROUGH MUTUAL AID.

5.5 COORDINATING WITH THE MEDICAL HEALTH OPERATIONAL AREA COORDINATOR (MHOAC)

The Medical Health Operational Area Coordinator (MHOAC) Program is authorized by the California Health and Safety Code Section 1797.153. The MHOAC position represents the single point of contact for the MHOAC program and is responsible for monitoring and ensuring adequate medical and health resources are in place during a local emergency. The MHOAC is authorized to make and respond to requests for mutual aid from out of Monterey County.During non-emergency operations and the initial phases of an emergency, the MHOAC Program operates in a duty officer mode and is on-call 24/7. Once EOC is activated, the MHOAC Program functions are distributed to various Medical Health Branch positions.

The MHOAC is responsible for evaluating the current medical-health resources of the Monterey County OA and ensure the integrity of the countywide medical health response system. First responders or medical/health organizations with the MHOAC regarding an emergency situation, such as multi-casualty incidents (MCIs), MHAOC requests, threats to the medical and public health system or medical and mutual aid requests.

Figure 5-1: MHOAC Coordination Flowchart



5.6 COORDINATING WITH THE STATE OF CALIFORNIA

The Monterey Operational Area EOC coordinates with the State of California, through the Cal OES Emergency Coordinator imbedded in the Monterey County OES office and EOC, Cal OES REOC, or through the Regional Mutual Aid Coordinators when appropriate. When the REOC is not activated, coordination may occur through Region's Duty Officer by way of the State Warning Center.

5.7 COORDINATING WITH NONGOVERNMENTAL/PRIVATE SECTOR ORGANIZATIONS

Nongovernmental organizations and private-sector businesses that provide resources and services in response to a disaster are encouraged to provide liaisons to the EOC. The Monterey County EOC has designated space to facilitate the support of these liaisons.

5.8 MULTI-AGENCY COORDINATION

The primary function of the Multiagency Coordination System (MACS) is to coordinate activities above the field level (or incident level). In doing this, common functions of the MACS include:

- **Situation Assessment**
- **Incident Priority Determination**
- **Critical Resource Acquisition and Allocation**
- **Policy Support**
- **Coordination with other MACS Elements**
- **Coordination with Elected, Appointed, and Senior Officials**
- **Information Management and Common Operating Picture Maintenance**

The two most used elements of MACS are Emergency Operations Centers (EOCs) and Multiagency Coordination (MAC) Groups. EOCs are the entity from which the coordination of information and resources to support incident management at the Incident Command Post (on-scene or field level activities) occurs.

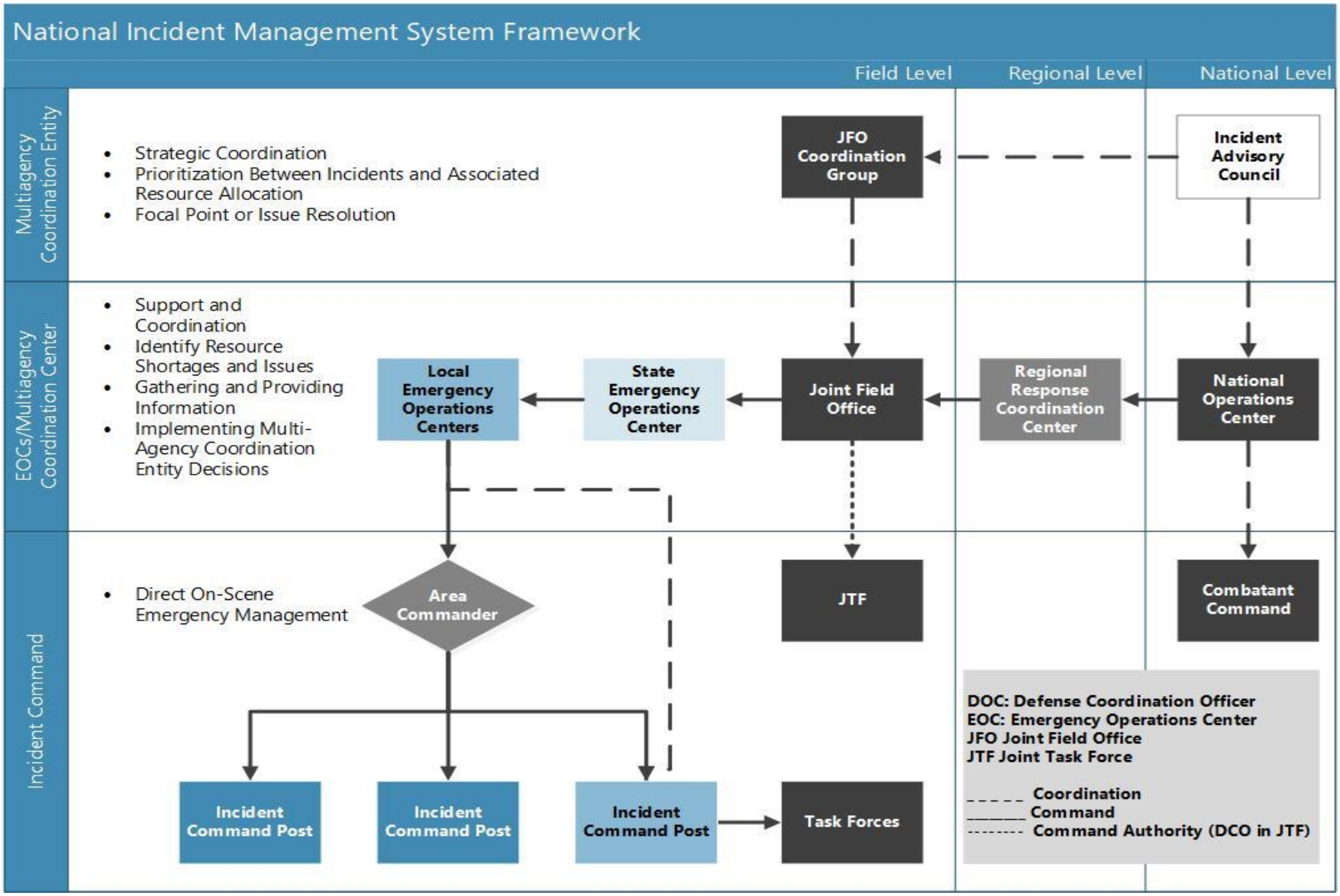
MAC Groups are policy setting entities typically comprised of agency administrators/executives, or their designees. Under the National Incident Management System (NIMS), neither an EOC nor a MAC Group has any direct incident command involvement and they will often be located some distance from the incident scene.

5.9 MUTUAL AID

Monterey County utilizes NIMS and SEMS and has agreed to be part of the California Master Mutual Aid (CMMA) Agreement. Under the CMMA, mutual aid is managed by several systems. The 3 main components of the agreement are; 1) Fire and Rescue Mutual Aid Plan, 2) Law Enforcement Mutual Aid Plan, and 3) Emergency Management Mutual Aid (EMMA) Plan. The State of California is divided into 6 mutual aid regions to facilitate the coordination of mutual aid. Monterey County is part of the Coastal Region II in the State of California.

Mutual Aid: Shall mean an agreement in which two or more parties agree to furnish resources and facilities and to render services to each other party of the agreement to prevent and combat any type of disaster or emergency. Local needs not met by the California Fire Service and Rescue Emergency Mutual Aid Plan should be resolved through development of local automatic or mutual aid agreements.

Figure 5-1: NIMS Framework



5.9.1 VOLUNTARY MUTUAL AID

Mutual aid is voluntary when an agreement is initiated either verbally or in writing. When in writing, which is preferable, the conditions may be enumerated as to what and how much of a department's resources may be committed.

5.9.2 OBLIGATORY MUTUAL AID

Mutual aid under a "State of War Emergency" shall be deemed obligatory. Mutual aid under a "State of Emergency" may be obligatory. (Emergency Services Act, 1970)

5.9.3 DISCIPLINE-SPECIFIC MUTUAL AID

In general, discipline-specific mutual aid proceeds as follows. (Refer to the appropriate RECP subsidiary plan for additional detail.)

- To facilitate the mutual aid process, Mutual Aid Coordinators at the Operational Area, regional, and state levels coordinate the provision of mutual aid within Fire and Rescue, Law Enforcement, and Medical and Health mutual aid systems. The Mutual Aid Coordinators receive mutual aid requests, coordinate the provision of resources from within that coordinator's geographic area of responsibility, and pass on unfilled requests to the next SEMS level.
- Requests for resources that are normally within the inventories of a discipline-specific mutual aid system go from a local Mutual Aid Coordinator to the Operational Area Mutual Aid Coordinator and to the Regional Mutual Aid Coordinator.
- Regional Mutual Aid Coordinators for Law Enforcement and Coroner/Medical Examiner and Medical and Health elevate resource requests to the REOC. Branch Directors for Law Enforcement and Medical Health coordinate the provision of state resources or forward the request to the State Mutual Aid Coordinator at the SOC.
- The State Mutual Aid Coordinator, in coordination with the SOC Operations Section, coordinates the provision of resources from other regions, states, or the Federal Government.
- The Region II Fire Mutual Aid Coordinator requests resources directly from the State Fire Mutual Aid Coordinator.
- The State Mutual Aid Coordinators may mission task state agencies to fill resource requests.

Table 5-1: California Mutual Aid Systems

COORDINATED BY CAL OES			COORDINATED BY CAL EMSA
Fire and Rescue	Law Enforcement	Emergency Services1	Medical and Health
Fire and Rescue Mutual Aid	Law Enforcement Mutual Aid	Emergency Management Mutual Aid	Disaster Medical and Health Mutual Aid
Urban Search and Rescue Mutual Aid	Coroner/Medical Examiner Mutual Aid	Bay Area Social Services Mutual Aid	
Hazardous Materials Mutual Aid	Search and Rescue Mutual Aid		

Source: Regional Emergency Coordination Plan (2017).
Cal OES = California Office of Emergency Services
Cal EMSA = California Emergency Medical Services Authority
[1] The category Emergency Services Mutual Aid refers to non–discipline–specific mutual aid, such as the provision of resources to support care and shelter operations, supplement staffing for EOCs, or other emergency management functions

5.9.4 EMERGENCY MANAGEMENT MUTUAL AID (EMMA)

The purpose of EMMA is to provide emergency management personnel and technical pecialists to support the disaster operations of affected jurisdictions in their Emergency Operations Center.

> THE MONTEREY COUNTY OFFICE OF EMERGENCY SERVICES IS THE EMMA COORDINATOR FOR THE MONTEREY COUNTY OPERATIONAL AREA, TRAINED BY THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES.

In order to carry out the concepts of EMMA, the State has prepared a companion Emergency Management Mutual Aid Guidance document that provides policies, procedures, checklists, and forms to support mutual aid administration.The basis for this system is the EMMA, which is an agreement between the State of California, its various departments and agencies, and the various political subdivisions, municipal corporations, and public agencies to assist each other by providing resources during an emergency.

> MONTEREY COUNTY IS A SIGNATORY TO THIS AGREEMENT.

The agreement obligates each signatory entity to provide aid to each other during an emergency without expectation of reimbursement. Under specific conditions, Federal and State monies may be appropriated to reimburse public agencies that aid other jurisdictions. If other agreements, memoranda and contracts are used to aid with consideration, the terms of those documents may affect disaster assistance eligibility and local entities may only be reimbursed if funds are available.

5.9.5 MASTER MUTUAL AID AGREEMENT

An agreement made and entered into by and between the State of California, its various departments and agencies, and the various political subdivisions, municipal corporations, and other public agencies of the State of California to facilitate implementation of Chapter 7 of Division 1 of Title 2 of the Government Code entitled "California Emergency Services Act."

The Emergency Management Mutual Aid Plan describes the process by which the State and its political subdivisions coordinate to support the emergency management operations in affected jurisdictions under the California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA).

> *Resource: For more information regarding EMMA Requests view the State of California Emergency Management Mutual Aid Plan (2017); EMMA Plan Annex A; EMMA Coordinator Checklists and Forms; EMMA Plan Annex B: Resource Deploymentand Demobilization Packet.*

5.9.6 BAY AREA SOCIAL SERVICES CONSORTIUM

The BASSC Emergency Response Mutual Assistance Committee was formed in March 2018 to draft a Mutual Support Agreement between BASSC members in times of disaster. Community Resiliency and Disaster Preparedness Act of 2017, Section 6; Section 18917 to the California Welfare and Institutions Code allows for the mutual aid region consisting of two or more counties to ensure there are sufficient resources necessary to continue adequate access to Social Services benefits during a disaster. The Bay Area Social Services Mutual Aid is administered through the Emergency Management Mutual Aid system.

5.9.7 CALIFORNIA FIRE ASSISTANCE AGREEMENT

An agreement made and entered into by and between the State of California, Governor's Office of Emergency Services (Representing the California Fire and Rescue Mutual Aid System) and California Department of Forestry and Fire Protection, and the five Federal Fire Agencies (USDA Forest Service, USDI National Park Service, Bureau of Land Management, Fish and Wildlife Services, and Bureau of Indian Affairs) for the purpose of coordinating the use of and reimbursement for local government Fire and Rescue resources used at wildfire incidents.

Refer to the Plan listed above for operational specifics of each as needed. Mutual Aid Coordinators are designated for each of the Mutual Aid systems mentioned above. The Mutual Aid coordinators for Monterey County are: Fire Chief from Cal Fire (Monterey San Benito Unit), Monterey County Sheriff, and Monterey County Office of Emergency Services Manager.

Mutual Aid may be required for many reasons and is dependent on the needed of the requesting jurisdiction. Mutual aid is requested and provided because it is needed to support the response to a credible threat or actual emergency, not because it is anticipated that local government will be reimbursed by state or federal disaster funds. Some of the reasons for requesting mutual aid are:

- **Major Emergencies**
- **Natural Disasters**
- **Sabotage and Cyberterrorism**
- **Civil Disturbance**
- **Political Violence**
- **Acts of Terror**
- **Enemy Attacks**

6 INFORMATION COLLECTION, ANALYSIS, AND DISSEMINATION

OBTAINING SITUATIONAL AWARENESS IS ONE OF THE MOST CRITICAL TASKS FOLLOWING AN INCIDENT OR CATASTROPHIC DISASTER. INFORMATION COLLECTION CONSISTS OF THE PROCESSES, PROCEDURES, AND SYSTEMS TO COMMUNICATE TIMELY, ACCURATE, AND ACCESSIBLE INFORMATION ON THE INCIDENT'S CAUSE, SIZE, AND CURRENT SITUATION TO THE PUBLIC, RESPONDERS, AND ADDITIONAL STAKEHOLDERS (BOTH DIRECTLY AFFECTED AND INDIRECTLY AFFECTED). INFORMATION MUST BE COORDINATED AND INTEGRATED ACROSS JURISDICTIONS AND ACROSS ORGANIZATIONS; AMONG FEDERAL, STATE, TRIBAL, AND LOCAL GOVERNMENTS; AND WITH THE PRIVATE SECTOR AND NGOS.

Additionally, education strategies and communications plans help to ensure that lifesaving measures, evacuation routes, threat and alert systems, and other public safety information are coordinated and communicated to numerous audiences in a timely, consistent manner. Like obtaining situational awareness, public information includes processes, procedures, and organizational structures required to gather, verify, coordinate, and disseminate information.

A primary objective of the OA EOC is the timely gathering of accurate, accessible, and consistent information during an emergency and sharing vetted intelligence to ensure coordinated and timely emergency response. Status boards and other technologies for tracking emergency activities will be utilized.

All OA EOC sections must maintain and display current status information so that other sections can quickly comprehend what actions have been taken, what resources are available, and to track damage status across the OA. Situation reports create a common operating picture and will be used to inform the operational objectives, priorities and strategies.

To ensure effective intelligence flow, emergency response agencies at all levels must establish communications systems and protocols to organize, integrate, and coordinate intelligence among the responding agencies.

The flow of situation reports among the levels of government should occur as:

- Field level reports disseminated to local DOCs/EOCs
- The local EOC will provide a jurisdictional situation report to the OA EOC based on field reports; DOC reports; and EOC activities and intelligence
- The OA EOC will provide an OA situation report to the REOC based on county department field reports; county DOC reports; local jurisdiction EOC reports; and OA EOC activities and intelligence

6.1 INFORMATION COLLECTION

Information is collected to gain situational awareness. Information is gained from field-level responders through inspections of infrastructure and facilities, windshield surveys to acquire damage assessments and the potential for human causalities, and status calls and situation reports from other agencies at all levels of government and other critical service providers.

At a minimum, information should include the following required elements:

- Essential Element of Information (e.g. boundaries of the disaster area, access points to the disaster area, jurisdictional boundaries).
- Specific Information Requirement in support of an Essential Element of Information (e.g. traffic control points, safe routes, special permits required to access the disaster area).
- Proposed Method or Source that could be used to obtain the Specific Information Requirement (e.g. field operation reports, GIS, reconnaissance).
- Responsible Element, Section, or Agency identifies the responsible party tasked with collecting the specified information (e.g. EOC Operations Section, EOC Plans Section).
- Deliverable Product specifies the mechanism the Responsible Element, Section, or Agency utilizes to relay a particular Specific Information Requirement (e.g. ICS Form 209, EOC Action Plan, incident map).
- Collection Suspense or Schedule defines the reporting frequency for each Specific Information Requirement (e.g. daily, hourly, status change).
- Distribution Requirement identifies the position, personnel, agency, or organization receiving the most up-to-date information in accordance with the Collection Suspense or Schedule (e.g. all EOC Section Chiefs, the REOC).

6.1.1 SITUATIONAL AWARENESS

Situational awareness refers to the ability to identify, process, and comprehend the critical elements of information about what is happening with a mission. More simply, situational awareness means knowing what is going on concerning an incident. During an emergency, the EOC Director convenes briefings on a regular basis. EOC staff attends the briefings and provide verbal and/or written summaries of existing problems, actions taken, priorities, timetables, and the potential for new issues that need to be incorporated into the Incident Action Plan (IAP). The situational awareness approach takes the form of consolidating situation reports, obtaining supplemental information, and preparing maps and status boards.

6.1.2 WEBEOC

The county utilizes WebEOC—an emergency management information system. This allows the Operational Area to have a common operating picture, situational awareness, and information coordination throughout the an emergency. WebEOC status boards track emergency activities and OA EOC responders are able to share real time information with other agencies within the OA which allows for a coordinated status of resources available to emergency managers.

> ALL EOCS AND DOCS WITHIN THE OPERATIONAL AREA HAVE ACCESS TO THIS SYSTEM.

6.1.3 EMERGENCY OPERATIONS CENTER SITUATION STATUS REPORTS

Status reports are essential in forming a picture of the developing emergency and understanding the response efforts that are being undertaken. These reports are initially completed by the OES Duty Officer for the initial shift and are updated via WebEOC by the Situation Status Unit Chief for continuing shifts. The EOC staff uses this form to inform the REOC about the status of EOC operations. Once the information (damages, operational capabilities, and status of resources) is gathered and reported on the EOC status report, it is transmitted at regular intervals to REOC.

The initial reporting for an emergency is expected to occur within the first 2 to 4 hours after the emergency and recurs as requested by the REOC or as circumstances warrant thereafter. Within 4 to 8 hours, the initial Disaster Assessment Report is confirmed and updated, and a revised status report is submitted that notes any additional or alternate resources needed or available to the REOC.

> *Resource: See Attachment 3 for the Situation Report Template.*

6.1.4 DAMAGE ASSESSMENTS

The safety and operability of routes, facilities, equipment, and vehicles is a factor in the establishment of government service. Damage assessments are used to determine if routes, facilities, equipment, and vehicles are safe and operational.

On notification of an emergency, the Incident Commander should attempt to determine the extent of damage. Damage Assessment Teams investigates, identifies, and reviews the impact of the emergency on levels of service, outside agency requests for County services, impact on various County departments, and the feasibility of performing normal government operations in the affected facilities. The Planning Section Chief and the Operations Section Chief ultimately reviews any assessments and incorporates them into the IAP development.

The preparation of the Disaster Assessment Report helps the Incident Commander and Multi Agency Coordination Group determine the need for relocation of departments, an alternate processing site, notification to the public of alternate site operations, gathering of reconstruction data and records, or notification of business resumption teams. Within 4 hours of an emergency proclamation or within 8 hours of an unproclaimed emergency-related event, the Incident Commander should prepare a Damage Assessment Report, which includes, but is not limited to:

- Date and time reported
- Name of person placing initial alert
- Time of arrival at disaster site (estimated or actual)
- General description of the disaster
- External support requests
- Estimate of availability of internal resources to meet external requirements
- Internal resources already committed to external demands and operations
- Damage level assigned to, extent of damage to, and estimated recovery time for property, utilities, hardware, software, and personnel

6.2 ANALYSIS

All information acquired by Monterey County should be analyzed and confirmed prior to disseminating it further and prior to providing direction to staff or making other decisions based on the information. As part of the analysis, information should be dated, given a credibility rating, and compared to other information collected for the same or similar subject matter.

6.3 DISSEMINATION

Once information is gathered and its accuracy confirmed, it can be shared with response partners and released to the public when appropriate. The Operational Area EOC serves as the central information gathering and dissemination center within the Operational Area. The Operational Area EOC serves as a link in the system of communication and coordination between the REOC and local governments. The REOC also provides preliminary damage assessment information to the SOC to inform the declaration process.

7 COMMUNICATION AND PUBLIC INFORMATION

THIS SECTION DESCRIBES THE COMMUNICATION PROTOCOLS AND COORDINATION PROCEDURES USED BETWEEN RESPONSE ORGANIZATIONS DURING EMERGENCIES AND DISASTERS. PER NIMS, PUBLIC INFORMATION IS COORDINATED AND INTEGRATED ACROSS JURISDICTIONS AND FUNCTIONAL AGENCIES; AMONG FEDERAL, STATE, LOCAL, AND TRIBAL PARTNERS; AND WITH PRIVATE- SECTOR ENTITIES AND NONGOVERNMENTAL ORGANIZATIONS. IN ORDER TO EFFECTIVELY ENSURE TIMELY AND ACCURATE PUBLIC INFORMATION AND ALERT AND WARNING MESSAGES ARE DISSEMINATED SYSTEMS, STRUCTURES, PLANS, POLICIES, AND EQUIPMENT MUST BE DEVELOPED AND IDENTIFIED TO ACCOMPLISH THESE TASKS.

7.1 PUBLIC INFORMATION OFFICER

Information for the public is disseminated through several mechanisms under the control and advice of the Chief Public Information Officer (PIO). The PIO reports to the EOC Director and should communicate with the Incident Commander's PIO, (a member of their command staff). The PIO advises leadership on all public information matters relating to the management of the incident.

The PIO handles inquiries from the media, the public, elected officials, emergency public information and warnings, rumor monitoring and response, traditional and social media monitoring, and other functions required to gather, verify, coordinate, and disseminate accurate, accessible, and timely information related to the incident, particularly regarding information on public health, safety, and protection.

7.2 JOINT INFORMATION SYSTEM (JIS)

The Joint Information System (JIS) is the broad mechanism that organizes, integrates, and coordinates information to ensure timely, accurate, accessible, and consistent messaging activities across multiple jurisdictions and/or disciplines with the private sector and NGOs.

It includes the plans, protocols, procedures, and structures used to provide public information. Federal, State, tribal, territorial, regional, local, and private sector PIOs and established Joint Information Centers (JICs) at each level of SEMS are critical elements of the JIS.

The JIS structure is used for ensuring that:

- Public Information Officer (PIO) functions are coordinated and integrated.
- A structure and system for developing and delivering coordinated interagency messages is provided.
- Public information plans and strategies on behalf of the incident management leadership can be developed, recommended, and executed.
- Leadership is effectively advised on public affairs issues that could affect a response effort, and rumors and inaccurate information that could undermine public confidence are controlled and managed.

7.3 JOINT INFORMATION CENTER (JIC)

- The JIC is a central location that facilitates operation of the JIS.
- It is a location where personnel with public information responsibilities from multiple agencies, departments, and other local governments perform critical emergency information functions, crisis communications, and public affairs functions.

JICs may be established at various levels of government, at incident sites, or can be components of Federal, State, tribal, territorial, regional, or local MACS (e.g., MAC Groups or EOCs). For incidents requiring the activation of the EOC, Monterey County will establish the JIC in the PIO Section and staffed by a JIC Branch Director. Depending on the requirements of the incident JICs can be established at the field-level to support the incident commander.

> THE OPERATIONAL AREA EOC SERVES AS THE JOINT INFORMATION CENTER (JIC) FOR THE COUNTY.

7.3.1 MESSAGE DEVELOPMENT AND APPROVAL

Messages intended to be disseminated to the public or to other agencies or organizations may be developed by subject matter experts working in support of the County's response efforts. These messages are reviewed by the PIOs at the JIC to correct inaccuracies and to maintain consistency in messaging. Approval of the messages is in most cases granted to the head of the agency with claiming responsibility for the release of the message.

7.4 EOC COMMUNICATION SYSTEMS

The OA EOC is equipped with multiple redundant communication modalities allowing the sharing of situational awareness, resource status, raw intelligence and data, and alert and warning. The communication capabilities are routinely reviewed and updated as technology advances.

Current communication resources in the OA EOC include, but are not limited to:

- Land-line based phones
- Cell phones
- Satellite phones
- Fax machines
- Internet enabled computers
- Operational Area Satellite Information System (OASIS)
- Radio systems
    - ARES/RACES amateur radio
    - Public safety frequencies (i.e., law, fire, EMS)
    - Government frequencies (department/agency radios)
    - Business/Commercial frequencies (i.e., PG&E, San Jose Water, Red Cross)
    - Low band frequencies (EOC to EOC radios)

7.4.1 OPERATIONAL AREA SATELLITE INFORMATION SYSTEM (OASIS)

The OASIS project was established to create a robust redundant communications system using leased transponder space from commercial satellite operators. The system allows virtually uninterruptible communication between state, regional and OA EOCs.

OASIS is a system that consists of a communications satellite, multiple remote sites and a hub. OASIS can be accessed from the county OES office, the OA EOC, and County 9-1-1 Communications.

7.5 ALERT, WARNING, AND NOTIFICATION

A public alert is a communication intended to attract public attention to an unusual situation and motivate individual awareness. The measure of an effective alert message is the extent to which the intended audience becomes attentive and searches for additional information.

A public warning is a communication intended to persuade members of the public to take one or more protective actions in order to reduce losses or harm. The measure of an effective public warning message is the extent to which the intended audience receives the message and takes the protective action and/or heeds the guidance.

It is an inherent responsibility of local government organizations and officials to keep the public informed about natural, human-caused, and technological disasters in addition to what actions they need to take to protect themselves and their families. Depending on how the local area governments have organized and coordinated the local area alert and warning system, the local government responsibility can be inclusive of city, special district, county, and multi-county jurisdictions.

Local government officials typically have the most accurate and timely understanding of the situation, necessary protective actions, and potential adverse impacts of the incident. It is incumbent upon local officials to rapidly and adequately communicate to the public what is occurring and any steps or actions the public needs to take. Responsibilities include:

> ACTIVATE APPROPRIATE WARNING SYSTEMS TO ALERT THE PUBLIC AND GOVERNMENT OFFICIALS OF AN EMERGENCY SITUATION AND PROVIDE APPROPRIATE INSTRUCTIONS.
>
> MONITOR SITUATION STATUS, INCIDENT FORECAST INFORMATION, AND PUBLIC RESPONSE TO THE ALERTS AND WARNINGS TO DETERMINE THE NEED TO CLARIFY ISSUES AND DISTRIBUTE NEW/UPDATED WARNINGS.
>
> DISCONTINUE WARNINGS WHEN THEY ARE NO LONGER REQUIRED.

These actions could include but are not limited to:

- Evacuation orders (Including evacuation routes, shelter info, key information, etc.)
- Locations of points of distribution/dispensing (for food, water, medicine, etc.)
- Direction to move to higher ground
- HazMat incidents
- Red Flag warnings
- Weather alerts
- Lockdown
- Shelter-in-place guidance

The above scenarios may trigger the Operational Area Alerting Authority to send out an alert using one or more of their alerting tools. Operational Areas are responsible for:

- Coordinating with all jurisdictions within an Operational Area and adjacent Operational Areas as needed to effectively manage an incident and prepare and warn the public
- Coordinating training, testing, and exercising of county-wide alerting and warning systems
- Incorporating alert and warning systems into Operational Area standard procedures and protocols
- Utilization of IPAWS as a component of the county-wide alert and warning plan.

When the Monterey County EOC is activated, the Alert & Warning responsibility resides within the Planning Section, but will be carried out only by trained and qualified OES Staff.

> *Resource: State of California Alert and Warning Guidelines (2019):*
> *http://calalerts.org/documents/2019-CA-Alert-Warning-Guidelines.pdf*

7.5.1 LOCAL AUTHORITIES

Local law enforcement, fire, EMS, public works, or health officials may observe or become involved in situations requiring notification of other local officials and/or warning of the public.

7.5.2 EVERBRIDGE (MASS NOTIFICATION SYSTEM SOFTWARE)

The Mass Notification system software used by Monterey County is provided and hosted by Everbridge. Primary administration/operational readiness/training/and operational rollout within the County resides with in the Office of Emergency Services (by agreement with our Monterey County Emergency Communications Department/911). Training and operational rollout for our jurisdictional partners also resides with in the Office of Emergency Services. Sustained maintenance of the Everbridge system is the responsibility of one of the Emergency Planners within the Monterey County Office of Emergency Services.

Monterey County Office of Emergency Services in conjunction with the Monterey County Emergency Communications Department have the responsibility of ensuring that we are using the most capable mass notification service provider by reviewing the top 3-4 service providers available prior to contract renewal deadlines for the current selected contractor.

> CONTRACTUAL AND BILLING RESPONSIBILITY IS HANDLED BY THE MONTEREY COUNTY EMERGENCY COMMUNICATIONS DEPARTMENT/911.

7.5.3 NIXLE

Nixle is a community based opt-in Information Service embedded within the Everbridge software platform. It can be keyword based (Event Subscribers) or based on zip code location Community Subscribers), delivering messages from jurisdictions or public safety agencies disseminated immediately over cell phone by SMS text message, by email, and over the web portal. Nixle Chanels can be created using Keywords for specific categories of information. Examples include: “MCFIRES2020” or “MCWINTER”.

7.5.4 ALERT MONTEREY COUNTY

Alert Monterey County is the name given to the County's emergency public alert and notification system (Everbridge) which serves the operational area of the county including each of the 12 incorporated jurisdictions and various Law enforcement and Fire Agencies within the County and California State University of Monterey Bay.

Alert Monterey County uses a database that includes: 911 landline (residential and business), yellow page, cellular, VOIP, and opt-in data to deliver messages to the public. Additionally, the public can opt-in/register through a web portal to directly receive Alert Monterey County alerts and notifications on any number of pathways of their choosing.

Administrators (OES Staff and select PSAP Managers) are authorized and trained to send public alerts and notifications, while Partial Administrators from local jurisdictions, County Departments, and Law and Fire Agencies using the system have been trained and authorized to create and send employees alerts and notifications, and maintain their own specific databases relative to their agency or jurisdiction.

Alert Monterey County messages are disseminated under the same protocols as IPAWS, whether it be the PSAP sending an alert at the request of a Public Safety Commander in the field or when the Monterey County Operational Area EOC. When the EOC is not activated the responsibility for alert messaging lies with the OES staff and or the PSAP. When the EOC is activated the primary responsibility for alert messaging relative to the incident being managed lies with the OES/EOC staff. If there is an independent incident that occurs concurrently with an EOC aviatition the 9-1-1 Center Shift Supervisors can an often do send alert messaging. OES and the PSAP (County Communications staff) are available 24/7 to assist the local jurisdictions in creating and sending public messages, as needed.

> MONTEREY COUNTY OFFICE OF EMERGENCY SERVICES AND MONTEREY COUNTY 9-1-1 COMMUNICATIONS ARE THE ALERTING AUTHORITIES FOR THE OPERATIONAL AREA.

7.5.5 WIRELESS EMERGENCY ALERT SYSTEM

The Warning, Alert and Response Network (WARN) Act established WEA (Wireless Emergency Alert) in 2008 and it became operational in 2012. WEA is a public safety system that allows anyone with a cellular connected device compatible mobile device(s) to receive geographically targeted, text-like messages alerting them of imminent threats to safety in their area. Authorized public safety officials send WEA alerts through FEMA's Integrated Public Alert and Warning System (IPAWS) to wireless carriers, which then push the alerts to cellular compatible mobile devices in the affected area.

> MONTEREY COUNTY OFFICE OF EMERGENCY SERVICES AND COUNTY COMMUNICATIONS ARE CERTIFIED WEA ADMINISTRATORS.

7.5.6 EMERGENCY ALERT SYSTEM

The Emergency Alert System (EAS) is a national public warning system that may be used by local authorities to deliver important emergency information to the public via local broadcast (television and radio) media. Emergency Alert System participants – radio and television broadcasters, cable systems, satellite radio and television providers, and wireline video providers – deliver local alerts on a voluntary basis, but they are required to deliver Presidential alerts. The county's primary LP-1 English and Spanish Station is KTOM-FM 100.7 MHz (Salinas) and LP-2 KPIG-FM 107.5 MHz (Santa Cruz). Through the Everbridge alerting platform Monterey County OES and the PSAP (County Communications Managers) have the credentials to access EAS and script emergency messages to inform the public of a threat, the steps to be taken by them, and where additional information can be obtained.

7.5.7 INTEGRATED PUBLIC ALERT WARNING SYSTEM (IPAWS)

The Integrated Public Alert and Warning System (IPAWS) is an internet-based capability (commonly embedded in the Mass Notification Alerting sotware) Federal, State, and local authorities can use to issue critical public alerts and notifications. IPAWS delivers alerts simultaneously through multiple communications devices reaching as many people as possible to save lives and protect property. These communication pathways include EAS (described above) and Wireless Emergency Alerts (WEA). IPAWS is administered by FEMA.

> OES HAS BEEN CREDENTIALED ON BEHALF OF THE COUNTY TO ACCESS IPAWS THROUGH ALERT MONTEREY COUNTY AND WEBEOC SYSTEMS.

In order to operate on IPAWS, FEMA requires a signed Memoradum of Agreement between the requesting Authority (Collaborative Operating Group (COG)) and FEMA. Digital licenses for both the Production and Testing (Demo) must be requested separately. A digital license(s) will be issued by FEMA after review of required staff training records and other system requirements. FEMA must also approve the Mass Notification Alerting Software Vender (private provider). The Common Alerting Protocol software is hosted by FEMA through an online portal.

7.5.8 NOAA WEATHER RADIO

National Weather Service All-Hazards Emergency Message Collection System (HazCollect) is an "All Hazards" radio network, making it a single source for comprehensive weather and emergency information. In conjunction with Federal, State, and Local Emergency Managers and other public officials, NWR also broadcasts/conveys warning and post- event information for all types of non-weather hazards – including natural (such as earthquakes or avalanches), environmental (such as chemical releases or oil spills), and public safety (such as civil emergency messages or 9-1-1 telephone outages).

7.5.9 CHANGEABLE MESSAGE SIGN (CMS)

A changeable message sign (CMS) is primarily used to give motorists real-time traffic safety and guidance information about planned and unplanned events that significantly impact traffic on the State's highway system. Changeable message signs (CMS) shall display only information that is associated with unexpected conditions, nonrecurring congestion, incidents, adverse weather conditions, special events, travel times, America's Missing Broadcast Emergency Response (AMBER) Alerts and assaults on law enforcement officers (Blue Alerts) that have been approved and requested by the California Highway Patrol (CHP) Emergency Notification and Tactical Alert Center (ENTAC), current and future road closure information, and Caltrans Headquarters approved safety messages or emergency security messages.

> *Resource: CalTrans Changeable Message Sign (CMS, https://dot.ca.gov/programs/traffic-operations/tim/cms#:~:text=A%20changeable%20message%20sign%20(CMS,on%20the%20State's%20highway%20system.&text=Caltrans%20recognizes%20the%20benefits%20of,manage%20traffic%20and%20inform%20motorists.*

7.5.10 STATE WARNING CENTER

The State Warning Center at OES Headquarters in Sacramento may transmit warnings to the Operational Area EOCs, REOC, and SOC via:

- Operational Area Satellite Information System (OASIS)
- California Law Enforcement Telecommunications System
- California Warning Alert System, which is a party line telephone system that disseminates warning information from Federal and state warning points to county warning points, and is a component of the National Warning System, which is a landline network for transmitting and receiving emergency information to Federal, state, and local agencies
- Telephone, cellphone, or pager.

The State Warning Center may receive warnings from:

- National Weather Service
- Federal/State Joint Flood Operations Center
- National Earthquake Information Center and the seismological laboratories at the University of California, Berkeley, and California Institute of Technology
- Pacific and Alaska tsunami warning centers
- Reports from emergency responders at the scene of an event
- Reports from fire/public safety agencies that receive 911 calls.

7.6 PUBLIC INFORMATION DISSEMINATION

Monterey County uses various methods to disseminate public information.

7.6.1 WEBSITES

Disaster specific information will be posted on the Monterey County website.

PLATFORM	URL
Monterey County Office of Emergency Services	www.co.monterey.ca.us/oes
Monterey County News and Information	https://www.co.monterey.ca.us/how-do-i/find/news-information
Monterey County Recovers	https://montereyco.recovers.org/

7.6.2 MONTEREY COUNTY CONNECT PHONE APPLICATION

Monterey County Connect offers a one-stop solution for county residents to access information and report issues or damages, including disaster information. Motnerey County Connect is available for iOS and Android phones.

SYSTEM	DOWNLOAD
iOS Systems (Apple Phones)	https://apps.apple.com/us/app/monterey-county-connect/id1325823970?ls=1
Android Systems	https://play.google.com/store/apps/details?id=com.mcc.android.MCConnect

7.6.3 SOCIAL MEDIA

Social media is a useful tool for reaching out to the population affected by a disaster or emergency as well as a tool for monitoring the status and well-being of the community in times of a disaster. Depending on the formats and technology available, social media messaging is sent from the EOC relaying validated, useful information about the conditions in the county, services available and ways to access additional information, such as through the Monterey County 2-1-1 Call Center.

PLATFORM	URL	USERNAME
Twitter	www.twitter.com/MontereyCoOES	@MontereyCoOES
Facebook	www.facebook.com/MontereyCountyOES/	@MontereyCountyOES
Instagram	www.instagram.com/montereyco.oes/?hl=en	@montereyco.oes
NextDoor	www.nextdoor.com/agency-detail/ca/monterey-county/monterey-county-office-of-emergency-services/	Monterey County Office of Emergency Services

7.6.4 PUBLIC ALERT AND WARNING SYSTEMS

PLATFORM	URL
Nixle	[redacted]
Everbridge	[redacted]

7.6.5 LOCAL PRINT MEDIA

SOURCE	WEBSITE
Monterey Herald	https://www.montereyherald.com/
Salinas Californian	https://www.thecalifornian.com/news/localnews/
Carmel Pine Cone	http://www.pineconearchive.com/
Monterey County Weekly	https://www.montereycountyweekly.com/
King City Rustler	https://kingcityrustler.com/author/rcronk/
The Pajaronian	https://pajaronian.com/
Big Sur Kate	https://bigsurkate.blog/

7.6.6 LOCAL NEWS MEDIA

STATION	CHANNEL	WEBSITE	LANGUAGE
KSBW	Ch. 8	https://www.ksbw.com/	English
KION	Ch. 46	https://kion546.com/	English
KCBA	Ch. 35	http://www.kcba.com/	English
KSMS	Ch. 67	https://noticiasya.com/monterey-salinas/	Español
KMCE	Ch. 43		Español

7.6.7 LOCAL RADIO

STATION	CHANEL	LANGUAGE
KRKC Radio (south county)		English
KAZU (NPR)	90.3 FM	English
KION	1460AM	English
KTOM	92.7 FM	English
KPIG	107.5 FM	English
KCBS	740 AM	English
KCTY	980 AM	Español
KRAY	103.5 FM	Español
KSEA	107.9 FM	Español

7.6.8 2-1-1 EOC CALL CENTER

The EOC 2-1-1 Call Center is located within the PIO Section of the Monterey County EOC and is staffed by the Call Center-2-1-1 Branch Director when the EOC is activated and the need for a call center has been determined necessary. United Way 2-1-1 staff has been trained by OES in ICS, SEMS and NIMS.

> THE MONTEREY COUNTY OES HAS A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE UNITED WAY OF MONTEREY COUNTY 2-1-1 TO STAFF THE CALL CENTER BRANCH. THE MONTEREY COUNTY 2-1-1 CALL CENTER, ACTIVE 24/7 FOR NON-EMERGENCY, HEALTH RELATED INFORMATIONAL CALLS, IS A SERVICE PROVIDED TO MONTEREY COUNTY FREE OF CHARGE BY UNITED WAY MONTEREY COUNTY.

The Call Center is in Ventura County and has a robust back-up forwarding system to ensure call volume loads can be accommodated in times of disaster. The EOC branches provide validated disaster related information to the 2-1-1 Call Center Branch to be sent to the Call Center and all forms of information released to the public include instructions to call 2-1-1 to receive up-to-date information about the current disaster/event. The 2-1-1 service is provided in 178 languages. This public notification system greatly reduces overload calls to the 9-1-1 system for non-emergency public inquires.

7.6.9 PUBLIC NOTICE AND PRESS CONFERENCE LOCATIONS

Monterey County complies with Brown Act requirements for posting public notices and public participation information at least 72 hours before the regular meeting in a location freely accessible to members of the public. Agendas and public information can be found at the public information kiosks at the the below location; these locations also serve as press conference locations:

Name	Location
Monterey County Emergency Services Center	1322 Natividad Rd, Salinas CA
Government Center	1441 Schilling Place Salinas Ca 93901
Government Center	168 West Alisal Street, Salinas, CA 93901

7.6.10 INFORMATION CENTERS

Monterey County Public Libraries are designated information centers during emergencies where power has been disrupted.

Library Branch	Address
Aromas Branch	Blohm & Carpenteria Sts., Aromas, CA 95004
Big Sur Branch	Highway 1 at Ripplewood Resort, Big Sur, CA 93920
Bradley Branch	-
Buena Vista Branch	65 W. Carmel Valley Road, Carmel Valley, CA 93924

Library Branch	Address
Castroville Branch	11160 Speegle Street, Castroville, CA 95012
Gonzales Branch	851 Fifth Street, Gonzales, CA 93926
Greenfield Branch	315 El Camino Real, Greenfield, CA 93927
King City Branch	402 Broadway Street,King City, CA 93930
Marina Branch	190 Seaside Circle, Marina, CA 93933
Pajaro Branch	29 Bishop Street, Pajaro, CA 95076
Parkfield Branch	-
Prunedale Branch	17822 Moro Road, Salinas, CA 93907
San Ardo Branch	62350 College St. (P.O. Box 127), San Ardo, CA 93450
San Lucas Branch	54692 Teresa St. (P.O. Box 28), San Lucas, CA 93954
Seaside Branch	550 Harcourt Avenue, Seaside, CA 93955
Soledad Branch	401 Gabilan Drive, Soledad, CA 93960

7.7 COMMUNICATING WITH VULERNABLE POPULATIONS

No two disasters are ever the same; yet, virtually all incidents disproportionately affect individuals with access and functional needs (AFN) (i.e. people with disabilities, seniors, children, limited English proficiency, and transportation disadvantaged). Monterey County Office of Emergency Services complies with Assembly Bill No. 477 which considers the access and functional needs population in emergency planning:

> EMERGENCY COMMUNICATIONS, INCLUDING THE INTEGRATION OF INTERPRETERS, TRANSLATORS, AND ASSISTIVE TECHNOLOGY.

There are many factors that must be considered to ensure effective communication during disasters and recovery. Following are areas to consider communication access:

- Emergency Alert Systems: Depending on the situation, numerous forms of alert and warning may be required to reach the entire population, including those without hearing, eyesight or speak a different language. The County's Emergency Notification System is capable of sending emergency information via voice, text and e-mail, and also through free applications available for "smart phones." Every Emergency Notification is sent through as many "channels" as possible.
- Websites: Many people with disabilities use "assistive technology" to enable them to use computers and access the Internet. Blind people who cannot see computer monitors may use screen readers – devices that speak the text that would normally appear on a monitor.

People who have difficulty using a computer mouse can use voice recognition software to control their computers with verbal commands. Poorly designed websites can create unnecessary barriers for people with disabilities, just as poorly designed buildings prevent some from entering.

- Press Conferences: Information delivered at press conferences by public officials and broadcasted on television during a disaster is critical. This information needs to be effective, understood, consumable, and actionable by the whole community (i.e. sign language interpreters for Deaf/Hard of Hearing, translation for those with limited English, and alternative formats for Blind/Low Vision).

Communication with individuals with disabilities must be as effective as communication with others. The effective communication obligation extends to individuals with disabilities who have physical, mental, and sensory disabilities, such as vision, hearing, or speech impairments, that substantially limit the ability to communicate.

Under the ADA, communication barriers must be eliminated that prevent individuals with disabilities from enjoying equal opportunity to participate in and benefit from:

- Programs, services and activities of state and local governmental entities;
- Goods, services or activities offered by public accommodations; and
- Employment opportunities in both the public and private sectors.

The obligation to communicate effectively with people who have disabilities applies to the presentation and exchange of information in all forms including sound, print, graphics and voice.

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8 ADMINISTRATION, FINANCE, AND LOGISTICS

THIS SECTION COVERS GENERAL SUPPORT REQUIREMENTS AND THE AVAILABILITY OF SERVICES AND SUPPORT FOR ALL TYPES OF EMERGENCIES, AS WELL AS GENERAL POLICIES FOR MANAGING RESOURCES. PLANNERS SHOULD ADDRESS THE FOLLOWING IN THIS SECTION OF THE PLAN:

- References to Mutual Aid Agreements or Memorandums of Understanding;
- Authorities for and policies on augmenting staff by reassigning public employees and soliciting volunteers, along with relevant liability provisions;
- General policies on keeping financial records, reporting, tracking resource needs, tracking the source and use of resources, acquiring ownership of resources, and compensating the owners of private property used by the jurisdiction.

8.1 FINANCE

To enhance the capability of the County of Monterey to respond to incidents by providing financial support and coordination to county incident management operations and coordinating the recovery of costs as allowed by Federal and State law, the financial priorities during incident management operations are:

- Preserve life, property, and the environment
- Provide continuity of financial support to the county, and OA when appropriate
- Cooperate with the other sections of the OA EOC
- Document the county's costs and recovery of those costs as allowable

The Finance/Administration function will operate under the following policies during a qualifying incident/event as the situation dictates:

- The Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) will be followed.
- All existing county and departmental fiscal operating procedures will be adhered to unless modified by County Council or the EOC Director.
- For incident/events that render the accounting systems either inaccessible or unusable for any period of time, appropriate personnel will be on an operational period, as determined by the EOC Director. This may be a period of 12 hours.

The Finance/Administration function's primary responsibility is to maintain to the greatest extent possible the financial systems necessary to keep the county functioning during an incident or crisis of any size or type. These systems include but are not limited to:

- Payroll
- Payments
- Revenue collection
- Claim processing
- Cost recovery documentation

The function also supervises the negotiation and administration of vendor and supply contracts and procedures in collaboration with the incident management procurement functions. The extent and complexity of the incident or crisis will determine the extent to which the Finance/Administration function will mobilize. For some incidents/events, only part of the section may need to be engaged. In larger more complex incidents the entire function will likely engage.

The Finance/Administration function acts in a support role in all incidents/events to ensure that all required records are preserved for future use and Cal OES and FEMA filing requirements through maintenance of proper and accurate documentation of all actions taken. To carry out its responsibilities, the Finance/Administration function will accomplish the following during a disaster/emergency:For incidents/events where the county's computer systems and banking are accessible and usable:

- Notify the other parts of the incident management organization and county departments that incident management accounting procedures will be initiated and used for the event;
- Determine (in collaboration with technical staff) the extent to which the county's computer systems are accessible and/or usable;
- Determine if the county's banking institutions can continue handling financial transactions;
- Inform the incident management organization and county departments that the payroll and payments processing will be handled on a "business-as-usual" basis except that incident management accounting procedures will be used for incident/event-related costs;
- Disseminate information about the incident management accounting

procedures to other sections and departments as necessary;
- Upon proclamation or declaration of a disaster by the State and/or Federal Governments, coordinate with those agencies to initiate the recovery process of the county's costs;
- Coordinate with the other sections and departments on the collection and documentation of costs pertaining to the incident/event;
- Coordinate with the State and Federal disaster assistance agencies for the required inspections, documentation, audits, and other necessary work in order to recover costs.

For incidents/events where the county's computer systems and/or banking institutions are either inaccessible or unusable

- Notify the other parts of the incident management organization and county departments that incident management accounting procedures will be initiated and used for the event
- Determine (in collaboration with technical staff) the extent to which the county's computer systems are accessible and/or usable
- Determine if the county's banking institutions can continue handling financial transactions
- Inform the incident management organization and county departments that payroll and payments will be on hold for a short time and that processing will continue on a normal basis as of a specified date
- Activate other Finance/Administration functions as necessary
- Maintain, as best possible, the financial continuity of the county (payroll, payments and revenue collection)
- Disseminate information about the incident management accounting procedures to other sections and departments as necessary
- Upon proclamation or declaration of a disaster by the State and/or Federal Governments, coordinate with those agencies to initiate the recovery process of the county's costs
- Coordinate with the other sections and departments on the collection and documentation of costs pertaining to the incident/event
- Coordinate with the State and Federal disaster assistance agencies for the required inspections, documentation, audits, and other necessary work in order to recover costs

8.2 CONTINUITY OF GOVERNMENT

A major emergency or a catastrophic emergency could result in the death or injury of key employees, the partial or complete destruction of established facilities, or the destruction of vital systems and records essential to continued operations.

> THE DIRECTOR OF EMERGENCY SERVICES IS RESPONSIBLE FOR ENSURING CONTINUITY OF ESSENTIAL GOVERNMENT FUNCTIONS, PROVIDING LEADERSHIP AND AUTHORITY, DIRECTION OF EMERGENCY OPERATIONS, AND MANAGEMENT OF RECOVERY OPERATIONS WITHIN ITS CHARTER UNDER MONTEREY COUNTY.

8.3 CONTINUITY OF OPERATIONS

A Continuity of Operations Plan (COOP) has been developed for each County Department based on Monterey County's existing scope of government services. Each county department is responsible for maintaining and implementing their respective COOPs. The plan outlines key essential functions of county government; succession plan and delegation of authority. In the event of loss of government facilities due to a disaster, alternate locations have been identified. The COOP plan should be referred to for specific information on continuity of operations for the following elements:

8.3.1 VITAL RECORDS MANAGEMENT

Vital records are defined as those that are essential to continue government functions and to conduct emergency operations. In addition, vital records are necessary to:

- **PROTECT THE RIGHTS AND INTERESTS OF INDIVIDUALS, CORPORATIONS, OR OTHER ENTITIES. EXAMPLES INCLUDE VITAL STATISTICS, LAND AND TAX RECORDS, LICENSE REGISTERS, AND ARTICLES OF INCORPORATION.**
- **CONDUCT EMERGENCY RESPONSE AND RECOVERY OPERATIONS. RECORDS OF THIS TYPE INCLUDE UTILITY SYSTEM MAPS, LOCATIONS OF EMERGENCY SUPPLIES AND EQUIPMENT, EMERGENCY OPERATIONS PLANS, AND PERSONNEL ROSTERS.**
- **RE-ESTABLISH NORMAL GOVERNMENTAL FUNCTIONS. INCLUDED IN THIS GROUP ARE GOVERNMENT CHARTERS, STATUTES, ORDINANCES, COURT RECORDS, AND FINANCIAL RECORDS. RECORDS ARE AVAILABLE DURING EMERGENCY OPERATIONS AND LATER, FOR RE-ESTABLISHING NORMAL GOVERNMENTAL ACTIVITIES.**

Each level of government down to the department/agency level is responsible for designating a custodian for vital records and ensuring vital records storage and preservation is accomplished.

8.4 HUMAN RESOURCES

If a catastrophic emergency were to strike the County, a substantial absentee rate may be anticipated. This may include evacuated, injured, or sick employees, employees who are caring for sick family members and employees who do not come to work out of fear.

Emergency staffing and backfill of existing positions will be of primary concern in order to provide mission critical and other services to the public. Non-mission critical services may be staffed, to the extent possible. The Human Resources Department will assist departments with emergency staffing needs.

DISASTER SERVICE WORKERS. All County employees are disaster service workers and may be called upon to provide emergencyrelated services to the County and its residents. Following is the citation from the California Code governing this provision.

TEMPORARY SPECIAL ASSIGNMENT. A temporary special assignment is defined as a temporary assignment of an employee to an existing higher-level classification when the higher-level duties and responsibilities comprise more than a majority of the work performed.

COUNTY TEMPORARY EMPLOYEES. An individual who is hired as a temporary, PERS retired annuitant or Limited Term. Any County temporary employee may only be hired with the approval of HR. 2.

AGENCY TEMPORARY EMPLOYEE. An individual who is the employee of an authorized vendor who has a contract with the County to provide temporary workers.

VOLUNTEERS. Individuals who perform services for the County for civic, charitable or humanitarian reasons. During a Pandemic event and/or other catastrophic emergency, departments may wish to utilize the services of volunteers.

> *Resource: Monterey County Human Resources Emergency Response Manual, March 2020,*
> *https://www.co.monterey.ca.us/home/showdocument?id=96102*

8.5 RESOURCE MANAGEMENT

During a regional emergency or disaster, the Operational Area is responsible for filling resource requests among jurisdictions within the Operational Area by providing county resources, brokering the provision of mutual aid from other jurisdictions within the Operational Area, and/or requesting resources from the REOC; Additionally, providing emergency response resources to other Operational Areas in accordance with the provisions of the Master Mutual Aid Agreement.

To respond effectively to an emergency event in the Bay Area, emergency response organizations must work together to optimize the use of available regional resources and to obtain resources from outside of the region. Resources may be obtained to support emergency response through the following mechanisms:

- Mutual assistance and auto-aid agreements between neighboring jurisdictions (typically not coordinated by the traditional mutual aid systems)
- Contracting with private-sector and nonprofit entities
- Managing volunteer, donated, or spontaneous resources.

- Mutual aid, including discipline-specific mutual aid and emergency services mutual aid.
- Mission tasking of state agencies
- Direct Federal assistance
- EMAC

8.5.1 RESOURCE REQUESTS

During the response phase, the real-time tracking of incidents and response resources is critical. Resources may be in short supply, and multiple requests for services can occur. Resource requirements for supplies, equipment, vehicles, facilities, or personnel are initially be filled from within Monterey County local governments, agencies and within county departments. Once local/internal resources have been exhausted (to include inventories on hand and procurement from vendors and local mutual automatic aid to public safety) or when a shortfall is projected, a resource request based on a needed outcome is submitted by the DOC/ Local EOC to its counterpart representative at the EOC.

When Monterey County resources have been exhausted, resource requests are then routed to the EOCs of other local governments in the Operational Area. If resources are exhausted in the Operational Area, requests are routed to the REOC following SEMS protocols or through the established mutual aid system when appropriate. Figure 4-2 represents the resource request flow as defined by SEMS and the State of California Emergency Plan.

As resources are no longer needed to support the response, or the response activities cease, resources are demobilized. Demobilization includes provisions to address and validate the safe return of resources to their original location, and includes processes for resource tracking and ensuring applicable reimbursement. Where applicable, demobilization should include compliance with mutual aid and assistance provisions.

8.5.2 RESOURCE ORDERING

All resource requests, at each level, must include the following:

- Clearly describe the current situation.
- Describe the requested resources.
- Specify the type or nature of the service the resource(s) will provide.
- Provide delivery location with a common map reference.
- Provide local contact at delivery location with primary and secondary means of contact.
- Provide the name of the requesting agency and/or OA Coordinator contact person.
- Indicate time frame needed and an estimate of duration.
- Indicate if the logistical support (food, shelter, fuel, and reasonable maintenance) is required, if the request involves personnel and/or equipment with operators.

8.5.3 MISSION REQUESTS

The Operational Area EOC may submit a mission request to CalOES for resources; CalOES may task state agencies to conduct emergency operations to support an affected jurisdiction. The OES Director has authority to task state agencies, and may delegate this authority to the REOC

8.5.4 INTEGRATION OF MUTUAL AID RESOURCES

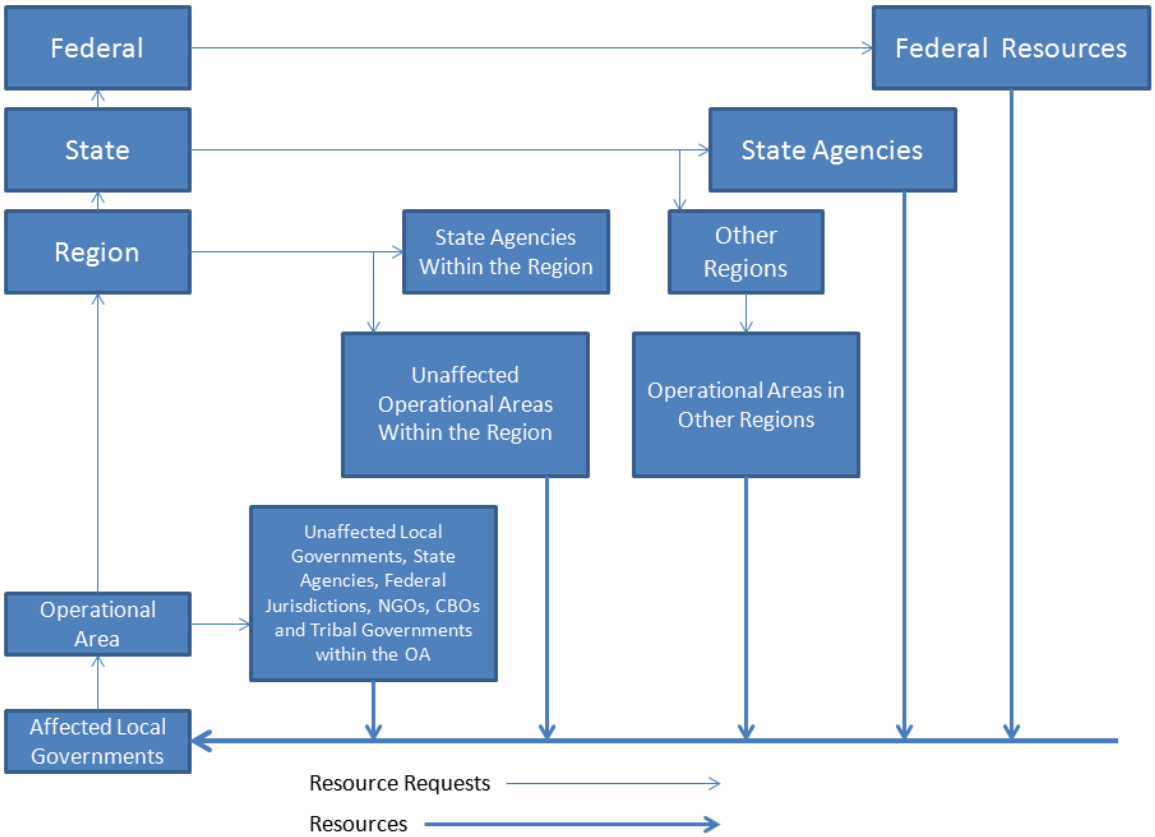
Emergency assistance for Monterey County is based on a State-wide mutual aid system designed to ensure that additional resources are provided to the State's political subdivisions whenever their own resources are overwhelmed or inadequate. Mutual aid may be requested from other jurisdictions when a resource to support emergency response cannot be provided or procured quickly through field response or local government. Under the Master Mutual Aid Agreement, mutual aid is provided at no cost to a requesting jurisdiction, and local governments may provide resources as long as the provision of these resources will not "deplete unreasonably its own resources, facilities, and services."

The EOC Logistics or Operations Section at each SEMS level fills resource requests that do not fall within the discipline-specific mutual aid systems. Resources provided through emergency services mutual aid may include:

- Communications assets
- Transportation resources
- Care and shelter resources
- Commodities such as food, water, and ice
- Public works resources
- Emergency management personnel to support EOC operations.

The California Emergency Management Agency's (CalOES) State Operations Center (SOC) will facilitate the provision of mutual aid among CalOES regions. Local and Regional EOCs may assign the position of Mutual Aid Coordinator to the Logistics Section of the EOC.

Figure 8-1: Resource Request Flowchart



Source: State of California Emergency Plan, July 2009.

All resource requests made to the Operational Area or to the Region should include the following:

- Clearly describe the current situation
- Describe the requested resources
- Specify the type or nature of the service the resource(s) is providing
- Provide delivery location with a common map reference
- Provide local contact at delivery location with primary and secondary means of contact
- Provide the name and contact information for the requesting agency and/or Mutual Aid Coordinator
- Indicate the time the resource is needed and include an estimate of duration of use
- For resource requests involving personnel and/or equipment with operators, indicate if logistical support is required, (i.e., food, shelter, fuel, and reasonable maintenance).

9 RECOVERY

RECOVERY EFFORTS ARE A SHARED RESPONSIBILITY OF OUR "WHOLE COMMUNITY" AS IDENTIFIED IN NATIONAL PREPAREDNESS GOAL AND PRESIDENTIAL POLICY DIRECTIVE 8: NATIONAL PREPAREDNESS. AT THE CORE OF THE RECOVERY OPERATIONS IS THE PREPAREDNESS AND PLANNING IMPLEMENTED BY MONTEREY COUNTY AND ITS STAKEHOLDERS. BUILDING RELIANT, REDUNDANT LOCAL SUPPORTS NETWORKS THAT INCLUDE BOTH PRIVATE, PUBLIC, AND VOLUNTEERS ORGANIZATIONS WILL ENSURE THAT THOSE PARTNERSHIPS AND RELATIONSHIPS WILL WORK EFFECTIVELY FOR GREATER LONG-TERM STABILITY OF OUR COUNTY.

The National Disaster Recovery Reform Act (2018) provides federal guidance in how best to restore, redevelop and revitalize the social, economic, natural and environmental components of communities. This holistic approach to recovery involves bringing all stakeholders together in a problem solving; synergistic efforts where the complex needs of the entire community are recognized. It is not a top down government driven effort. The Core Team is Monterey County with state and federal assets in support.

9.1 RECOVERY TARGET CAPABILITIES - PHASES OF RECOVERY

The phases of recovery or "recovery continuum" as FEMA refers to them, offer a process of interdependent and often concurrent activities that seek to progressively advance a community toward a successful recovery. However, decisions made, and priorities set early in the recovery process by a community have a cascading effect on the nature and speed of the recovery progress. Recovery can be divided into three operational phases, all which overlap to some extent: short term/immediate needs; intermediate; and long-term recovery. In each phase, several key items should be addressed by either the EOC or Recovery Team.

9.1.1 IMMEDIATE/INITIAL PHASE

Recovery operations begin concurrently with or shortly after the commencement of response operations. Short-term recovery activities occur within 90 days of the incident but may continue beyond that point. Short-term recovery includes actions required to:

- Stabilize the situation
- Assessing damage
- Removing debris

- Restoring utilities such as water and power services
- Restoring basic transportation services and routes
- Providing temporary housing
- Restore essential services
- Restore government services

DAMAGE ASSESSMENT

The safety and operability of routes, facilities, equipment, and vehicles is a factor in the establishment of government service. Damage assessments are used to determine if routes, facilities, equipment, and vehicles are safe and operational. On notification of an emergency, Incident Commanders should attempt to determine the extent of damage Local Damage Assessment Teams investigate, identify, and reviews the impact of the emergency on levels of service, outside agency requests for County services, impact on various County departments, and the feasibility of performing normal government operations in the affected facilities. The Planning and Intelligence Section Chief and the Operations Section Chief ultimately reviews any assessments and incorporates them into the situation report for the EOC Director and REOC. This initial assessment will serve as the foundation for further emergency declaration threshold information.

Within 4 hours of an emergency proclamation or within 8 hours of an unproclaimed emergency-related event, the Incident Commander should prepare a Damage Assessment Report, which includes, but is not limited to:

- Date and time reported
- Name of person placing initial alert
- Time of arrival at disaster site (estimated or actual)
- General description of the disaster damage
- Number of homes, businesses, public infrastructure damaged
- Degree of damage
- Develop Public and Individual assistance strategy based on local state federal thresholds.
- Estimate of availability of internal resources to meet external requirements
- Internal resources already committed to external demands and operations

9.1.2 INTERMEDIATE (MID TERM)

Intermediate or mid-term recovery involves returning individuals, families, critical infrastructure and essential government or commercial services to a functional, if not pre-disaster, state. Such activities are often characterized by temporary actions that provide a bridge to permanent measures.

- Restoration of Lifelines (intermediate/stabilization operations)
- Implement plans for Debris Management

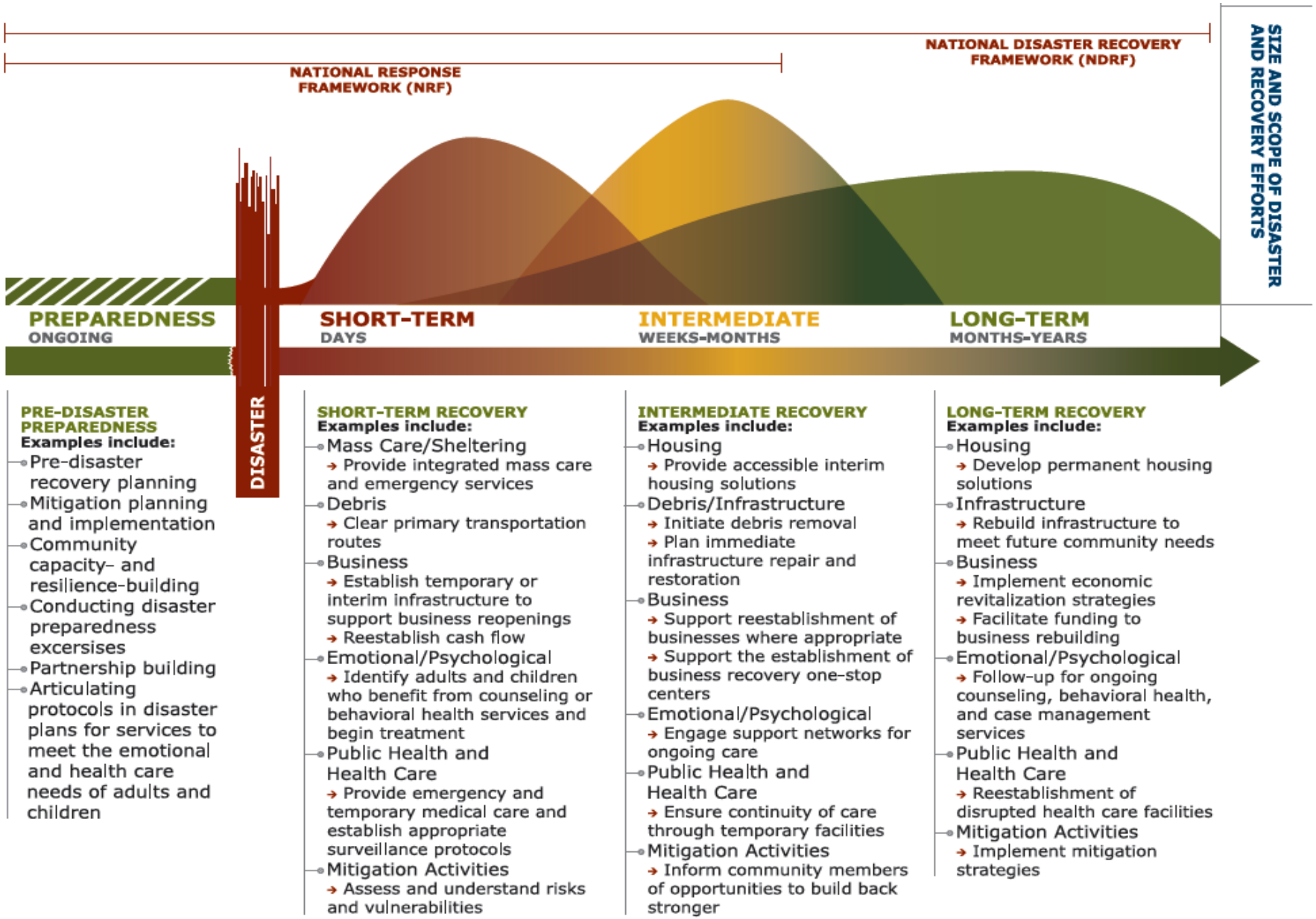
- Direct partners (utilities, public works, etc.) in the facilitating the

restoration of lifelines based on prioritization
- Develop Interim Housing solutions
- Support one-stop recovery centers for both individual and businesses
- Provide support networks for mental and public health efforts
- Integrate priorities with Regional and Statewide efforts

9.1.3 LONG TERM

Long-term recovery includes those activities necessary to rebuild and revitalize a community, given the inevitable changes that result from a major disaster. Long-term recovery requires significant planning to maximize opportunities and mitigate risks after a major incident. Long-term recovery can continue for years and may include the following:

- Reconstructing public and private facilities and infrastructure
- Planning and rebuilding of housing
- Implementing waivers, zoning changes, and other land use legislation to promote recovery
- Providing long-term assistance to displaced families, including financial support as well as social and health services
- Restoring the local economy
- Integrating mitigation strategies into rebuilding efforts
- Recovering disaster-related costs for infrastructure restoration through Federal grant programs


NATIONAL DISASTER RECOVERY FRAMEWORK (NDRF)
NATIONAL RESPONSE FRAMEWORK (NRF)
SIZE AND SCOPE OF DISASTER AND RECOVERY EFFORTS
PREPAREDNESS
ONGOING
SHORT-TERM
DAYS
INTERMEDIATE
WEEKS-MONTHS
LONG-TERM
MONTHS-YEARS
DISASTER
PRE-DISASTER PREPAREDNESS
Examples include:
Pre-disaster recovery planning
Mitigation planning and implementation
Community capacity- and resilience-building
Conducting disaster preparedness excersises
Partnership building
Articulating protocols in disaster plans for services to meet the emotional and health care needs of adults and children
SHORT-TERM RECOVERY
Examples include:
Mass Care/Sheltering
Provide integrated mass care and emergency services
Debris
Clear primary transportation routes
Business
Establish temporary or interim infrastructure to support business reopenings
Reestablish cash flow
Emotional/Psychological
Identify adults and children who benefit from counseling or behavioral health services and begin treatment
Public Health and Health Care
Provide emergency and temporary medical care and establish appropriate surveillance protocols
Mitigation Activities
Assess and understand risks and vulnerabilities
INTERMEDIATE RECOVERY
Examples include:
Housing
Provide accessible interim housing solutions
Debris/Infrastructure
Initiate debris removal
Plan immediate infrastructure repair and restoration
Business
Support reestablishment of businesses where appropriate
Support the establishment of business recovery one-stop centers
Emotional/Psychological
Engage support networks for ongoing care
Public Health and Health Care
Ensure continuity of care through temporary facilities
Mitigation Activities
Inform community members of opportunities to build back stronger
LONG-TERM RECOVERY
Examples include:
Housing
Develop permanent housing solutions
Infrastructure
Rebuild infrastructure to meet future community needs
Business
Implement economic revitalization strategies
Facilitate funding to business rebuilding
Emotional/Psychological
Follow-up for ongoing counseling, behavioral health, and case management services
Public Health and Health Care
Reestablishment of disrupted health care facilities
Mitigation Activities
Implement mitigation strategies

9.2 ROLES AND RESPONSIBILITIES – THE WHOLE COMMUNITY APPROACH

9.2.1 INDIVIDUALS AND FAMILIES

It is said that all disasters are local. Recognizing that a disaster resistant community is centered around the individual citizens and families, responsibility for recovery begins with each individual's need to prepare for and manage to the extent possible their own recovery.

- Become educated on the risk exposure in their community and identify measures that can be taken to mitigate potential risks and protection from threats.
- Maintain adequate savings and emergency cash reserves that can be tapped into after a disaster. Maintain adequate insurance coverage for homes, cars, rental property, flood, and earthquake risks.
- Participate in community recovery efforts.

9.2.2 PRIVATE SECTOR

The Private Sector plays a critical role in establishing public confidence immediately after a disaster event. Maintaining open businesses and providing services to survivors of disaster is crucial to the recovery. Private sector resources form the largest and most accessible basis for the community or region to draw from. The private also must work in its efforts to be prepared

- Maintain adequate cash reserves to maintain continuity of business during sustained closures.
- Educate and train employees to practice business mitigation, hardening of facilities including back-up generator access.
- Mobilize employees and community at large to reopen operations as quickly as possible to provide essential goods and services and instill community confidence.
- Donate goods and services; provide facilities and office space to local government and groups assisting in recovery efforts.

9.2.3 NON-PROFIT/ COMMUNITY BASED SECTOR

These organizations directly supplement where government authority and resources cannot be applied to meet obligations that otherwise cannot be met due to legal limitations of funding, resources and authority. Building relationships with stakeholders in the community is essential. Utilizing alliances or local forums for collaboration will speed the collaboration and efforts needed in the post response phase.

- Provide specific relief aid, recovery resources, and support services to vulnerable and underserved populations
- Provide emotional, spiritual care, case management expertise and training for care givers as well as training to support individuals'

implementation of their own disaster recovery plans.
- Provide housing repair and reconstruction services that comply with applicable standards
- Provide advocacy services for disaster affected communities to help with complexities of governmental and other recovery programs.

9.3 RECOVERY ORGANIZATION

Responsibility for supporting recovery efforts in Monterey County after a disaster are shared among public, nonprofit, private and each level of government. Recovery for Monterey County is complex in that it relies on resources shared by other counties in the region, like transportation systems and infrastructure, and an employee base that commutes in and out of the county. To facilitate the progressive advancement towards recovery, all levels of government must effectively coordinate and prioritize activities and funding.

As previously described, the emphasis of local, State, and Federal activities shifts from response to relief and short-term recovery as the requirements to save lives, protect property, and protect public health and safety diminishes. During this phase, Monterey County transition recovery planning out of the Advanced Planning Unit of the EOC to an Operational Area Recovery Task Force.

9.3.1 OPERATIONAL AREA RECOVERY TASK FORCE

To facilitate the integration of recovery efforts in the Operational Area and promote the effective use of available resources, the County may establish an Operational Area Recovery Task Force. The Operational Area Recovery Task Force should consist of members of the community, the private sector, NGOs, local governments, special districts, and State and Federal agencies with roles in supporting recovery in the Operational Area. To meet the long-term community recovery efforts, the EOC will transition to this long-term recovery team. The team leader will be appointed by the Director of Emergency Services and will serve for a minimum of 1 year. Several county departments serving roles in the OA EOC will also transition with the Recovery Team although personnel assigned may change based on the specific effects of the disaster. Included in the Recovery Task Force should be:

- Health Department
- Resource Management Agency
- Economic Development
- Social Services
- Public Information
- Donation/Volunteer Management
- Finance
- Non-government Organizations
- Community Leadership
- County Counsel
- Other Agencies as Needed

The Recovery Branch ensures that State and Federal support are provided in an efficient and timely manner throughout the recovery process. This is done by developing the Disaster Cost Recovery Group, who reports to the Recovery Branch, and implements the Disaster Cost Recovery Plan. The Recovery Branch acts as the grantee for federally funded disaster assistance programs, as grantor for the State CDAA program, and coordinates recovery assistance for individuals, businesses and the agricultural community. The Recovery Branch provides technical support to reduce the costs and streamline the process of future recovery efforts. Additionally, the Recovery Branch ensures that proposed recovery projects are reviewed for environmental concerns and that historical preservation activities are considered.

In support of these responsibilities, the Recovery Branch performs extensive liaison activities with local, State, and Federal agencies; legislators; various volunteer and nonprofit organizations, as well as the general public. The Recovery Branch emphasizes recovery preparedness through the coordination of recovery planning efforts, the development of recovery training programs and the involvement in emergency management exercises and drills.

9.3.2 STATE AND FEDERAL INTEGRATION

Both the State and Federal governments provide disaster assistance. Emergency proclamation thresholds and resource requests typically determine the amount of assistance required. When the State and Federal government offer assistance, they typically do so through the following assistance programs:

9.3.3 LOCAL ASSISTANCE CENTER

A Local Assistance Center (LAC) is a centralized location where individuals and families can access available disaster assistance programs and services following a disaster. Local, State, and Federal agencies, as well as nonprofit and voluntary organizations, may provide staff at the centers. The Federal Government may open separate assistance centers (FEMA disaster Recovery Centers) through which only the services of Federal programs are offered.

In cooperation with Cal OES Recovery, the County assesses the need for and establishes a Local Assistance Center(s). Cal OES Recovery ensures that an appropriate number of LACs are established, based on assessed needs, and coordinates the participation of State and Federal agencies at the centers. Not all areas affected by an incident require LACs. Cal OES Recovery may provide financial support to the County for the operation of LACs through the California Disaster Assistance Act.

9.3.4 FEDERAL ASSISTANCE PROGRAMS

The Federal government relies primarily on the following programs to assist State and local governments.

DIRECT FEDERAL ASSISTANCE

At the request of the State, FEMA coordinates direct Federal assistance to State and local

governments Recovery Programs.

Under the Stafford Act, FEMA also coordinates Federal recovery programs, which may include:

- Assistance for individuals and families through the Individual and Household Program, including provision of temporary housing
- Assistance to State and local governments and certain private nonprofit organizations for extraordinary costs related to response, removal of debris, and damage to buildings and infrastructure through the Public Assistance Program
- Assistance to State and local governments through the Hazard Mitigation Grant Program for measures to reduce damage from future disasters. See Recovery Annex for more detailed information on Federal Assistance thresholds, cost share, etc.

OTHER FEDERAL PROGRAMS

Other Federal agencies may implement non-Stafford Act recovery programs, or programs authorized under disaster-specific legislation. For example:

- The Small Business Administration provides low-interest loans for repairs to damaged homes and for damage to businesses.
- The Federal Highway Administration provides funding to State and local governments for the restoration of damaged roads, bridges, and other features that are part of the system of Federal-aid routes.

10 PLAN DEVELOPMENT AND MAINTENANCE

THE EOP IS DEVELOPED UNDER THE AUTHORITY OF THE COUNTY BOARD OF SUPERVISORS. IT IS A LIVING DOCUMENT, SUBJECT TO REVISION BASED OR AGENCY ORGANIZATIONAL CHANGES, NEW LAWS OR GUIDANCE, AND EXPERIENCE OBTAINED FROM EXERCISES OR RESPONDING TO REAL EVENTS. THIS SECTION DESCRIBES THE DEVELOPMENT AND MAINTENANCE PROCESS FOR KEEPING THE EOP CURRENT, RELEVANT, AND IN COMPLIANCE WITH SEMS, NIMS, AND OTHER APPLICABLE INSTRUCTIONS.

10.1 DEVELOPMENT AND MAINTENANCE RESPONSIBILITIES

> MONTEREY COUNTY, CALIFORNIA CODE OF ORDINANCES, TITLE 2 – ADMINISTRATION, 2.68.080 - EMERGENCY PLAN.
>
> THE DIRECTOR OF EMERGENCY SERVICES SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE COUNTY OF MONTEREY EMERGENCY PLAN, WHICH PLAN SHALL PROVIDE FOR THE EFFECTIVE MOBILIZATION OF ALL OF THE RESOURCES OF THIS COUNTY, BOTH PUBLIC AND PRIVATE, TO MEET ANY CONDITION CONSTITUTING A LOCAL EMERGENCY, STATE OF EMERGENCY, OR STATE OF WAR EMERGENCY; AND SHALL PROVIDE FOR THE ORGANIZATION, POWERS AND DUTIES, SERVICES, SERVICE CHIEFS, AND STAFF OF THE EMERGENCY ORGANIZATION.

The Emergency Services Manager, under the general direction of the County Administrative Officer, is charged with the preparation, revision, and implementation of the EOP. Each County

Department/Agency tasked with functional responsibility, is responsible for developing and maintaining their portions of the EOP, which include functional annexes.

10.2 DEVELOPMENT PROCESS

The initial development and the development on new material follow basic guidelines for strategic planning. The Emergency Services Director initiates the process, which engages the support of County departments, partnering agencies, and entities with relevant EOC responsibilities. OES considers the contributions of the stakeholders and other subject matter experts to develop the draft EOP.

This Emergency Operations Plan (EOP) was developed in compliance with Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining Emergency Operations Plans and 2017 Cal OES Emergency Operations Plan Crosswalk for Plan Review.

Stakeholders are expected to review the draft EOP and provide final comments to OES. OES addresses the comments, editing the draft EOP as necessary, and produces the final EOP. Stakeholder involvement is key to developing a comprehensive EOP that is useful, applicable, and supported by all County Departments/Agencies and local governments in the Operational Area.

10.3 APPROVAL

The Operational Area Disaster Council has final review and if approval makes recommendation to the Board of Supervisors for adoption.

> THE CALIFORNIA EMERGENCY SERVICES ACT, ARTICLE 10 – LOCAL DISASTER COUNCILS § 8610. … A DISASTER COUNCIL SHALL DEVELOP PLANS FOR MEETING ANY CONDITION CONSTITUTING A LOCAL EMERGENCY OR STATE OF EMERGENCY, INCLUDING, BUT NOT LIMITED TO, EARTHQUAKES, NATURAL OR MANMADE DISASTERS SPECIFIC TO THAT JURISDICTION, OR STATE OF WAR EMERGENCY; THOSE PLANS SHALL PROVIDE FOR THE EFFECTIVE MOBILIZATION OF ALL OF THE RESOURCES WITHIN THE POLITICAL SUBDIVISION, BOTH PUBLIC AND PRIVATE. THE DISASTER COUNCIL SHALL SUPPLY A COPY OF ANY PLANS DEVELOPED PURSUANT TO THIS SECTION TO THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES.

10.4 PROMULGATION AND APPROVAL

This EOP is reviewed by all departments/agencies assigned a primary function in the County's emergency management organization as defined in this EOP. An approved EOP gives both the authority and the responsibility to organizations to perform their tasks; formalizes their responsibilities about preparing and maintaining their own procedures/guidelines; and commits them to carrying out the training, exercises, and plan maintenance necessary to support the EOP. Concurrence of details contained in the EOP is documented using the concurrence agreement, which is included in the back matter of this

EOP.

A signature from the following departments confirms that the department has read the EOP and has no conflicts with its content at the time of publishing. Upon review and written concurrence by the departments/agencies, the EOP is submitted to the California Office of Emergency Services (Cal OES) for review and then to the Monterey Operational Area Disaster Council for review and approval. Upon approval by the Council, the EOP is officially adopted and promulgated by the County Board of Supervisors. A letter of promulgation is in the back matter of this Plan, which validates the concepts, roles, and responsibilities and the emergency management system for the County.

- Board of Supervisors
- County Administrative Office
- Office of Emergency Services
- County Counsel
- Sheriff-Coroner
- Resource Management Agency
- Department of Social Services
- California Department of Forestry and Fire Protection-San Benito-Monterey Unit

10.5 PLAN CONCURRENCE

Supporting agencies and organizations include all county departments who received a copy of this Plan. These county departments are expected to comply with how the EOP describes their tasks.

10.6 REVISION AND MAINTENANCE PROCESS

> THIS EOP AND ITS ASSOCIATED ANNEXES ARE REVIEWED, UPDATED, REPUBLISHED, AND REDISTRIBUTED ON A 3 YEAR REVIEW, 5 YEAR REVISION CYCLE (IN ACCORDANCE WITH 2016 STATE HOMELAND SECURITY GRANT PROGRAM GUIDANCE).

The plan may be modified as a result of post-emergency analyses and/or post-exercise critiques. The plan may also be modified if responsibilities, procedures, laws, rules, or regulations pertaining to emergency management operations change. Additionally, a review of the EOP is conducted annually to ensure the plan elements are valid, current, and remain in compliance with SEMS, NIMS, and other instructions. All revisions to the EOP that are conducted not in conjunjction with an official review are documented in the Record of Changes at the front of the plan.

Each responsible department/agency reviews and updates its portion of the EOP and/or modifies its SOP as required based on deficiencies identified during exercises or real events. The County departments that have assigned responsibilities under this plan are obligated to inform the Emergency Services Director when organizational or operational changes that could affect this plan are imminent or suddenly occur.

10.7 TRAINING AND EXERCISES

The Monterey County OA has responsibility to plan and train for all potential hazards. This responsibility includes familiarization with local hazards, evacuation procedures, facility emergency management organization. The best method of training public safety emergency responders is through scenarios or simulated exercises. Exercises allow all participants to become familiar with the procedures, facilities, and the system that they will actually use in emergency situations which will enhance their professional skills.

OES will inform county departments and cities/towns and special districts of training opportunities associated with emergency management and response. In addition, OES will coordinate the updating and review of the County's Training and Exercise Plan in conjunction with Training and Exercise committees. An annual Training and Exercise Workshop (TEW) will be conducted each year to identify upcoming exercises, coordinate opportunities for public safety to participate and ensure that county core capabilities are being targeted and strengthened.

All new County employees should receive orientation to the EOC and EOP, ICS/SEMS/NIMS, and Disaster Service Worker training and oaths on employment. Those employees who have key roles to carry out during an emergency receive specialized training to perform the duties required of them. This specialized training could include:

- Emergency Response And Recovery Concepts And Procedures
- EOC Activation And Deactivation
- Organization And Responsibilities Specific To Each Employee's Role

10.7.1 ACCESS AND FUNCTIONAL NEEDS CONSIDERATIONS

- Integrate people with disabilities into emergency planning, exercises and simulations.
- Educate emergency/public safety personnel, and relevant community entities on how to provide communications to people with different disabilities in emergency situations.
- Train appropriate emergency personnel in use of accessible communications technologies for emergency alerting, person-to-person communications, and Next Generation 9-1-1.
- Provide emergency/public safety personnel, and relevant community entities with sensitivity training on the diversity within the population of people with disabilities.
- Empower end-users by providing information and resources on accessible emergency alert and information options.
- Convene stakeholders for workshops on inclusive emergency preparedness/communications.

10.8 AFTER-ACTION REPORTING

After every real event or exercise, the EOC Coordinator, Emergency Services Director or Incident Commander is responsible for facilitating the After-Action Report (AAR) process. The purpose of an AAR is to analyze response efforts, identify strengths to be maintained and built on, identify potential areas for further improvement, and to support the development of corrective actions. Based on items identified in the AAR for improvement, and Improvement Plan is developed with a specific timeline and responsible party for implementation and completion. The AAR and Improvement Plan should be forwarded to the Disaster Council for future planning, training, exercise and grant allocations.

> *Resource: See Attachement 4 for HSEEP After Action Report Templates*

10.8.1 CALIFORNIA CODE OF REGULATIONS, TITLE 19, § 2450

> (A) ANY CITY, CITY AND COUNTY, OR COUNTY DECLARING A LOCAL EMERGENCY FOR WHICH THE GOVERNOR PROCLAIMS A STATE OF EMERGENCY, AND ANY STATE AGENCY RESPONDING TO THAT EMERGENCY SHALL COMPLETE AND TRANSMIT AN AFTER ACTION REPORT TO CAL OES WITHIN NINETY (90) DAYS OF THE CLOSE OF THE INCIDENT PERIOD.

The after action report shall, at a minimum:

- Be a review of response actions taken
- Application of SEMS
- Suggested modifications to SEMS
- Necessary modifications to plans and procedures
- Identified training needs
- Recovery activities to date

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APPENDIX A | GLOSSARY

ACRONYM	MEANING
AAR	After-Action Report
AFN	Access And Functional Needs
Cal OES	California Office of Emergency Services
Cal EMSA	California Emergency Medical Services Authority
CAO	County Administrative Officer
CFR	Code of Federal Regulations
CCR	California Code of Regulations
CONOPS	Concept of Operations
CONPLAN	San Francisco Bay Area Catastrophic Earthquake Readiness Response: Concept of Operations Plan
County	Monterey County
COOP	Monterey County Continuity of Operations Plan
DOC	Department Operations Center
DOT	U.S. Department of Transportation
DSW EAP	Disaster Service Worke Event Action Plan
EAS	Emergency Alert System
EMMA	Emergency Management Mutual Aid (State)
EOC	Monterey County Emergency Operations Center
EOP	Monterey County Emergency Operations Plan
EPA	U.S. Environmental Protection Agency
ESF #14 ESP	Emergency Support Function #14, Long-Term Recovery Emergency Services Planner
FEMA	Federal Emergency Management Agency
HSPD	Homeland Security Presidential Directive
IAP ICP	Incident Action Plan Incident Command Post

ACRONYM	MEANING
ICS	Incident Command System
IMT	Incident Management Team (State or Federal)
IPAWS	Integrated Public Alert Warning System
IT	Information technology
JIC	Joint Information Center
JIS	Joint Information System
LAC	Local Assistance Center
MMAA	California Disaster and Civil Defense Master Mutual Aid Agreement
NGO	nongovernmental organization
NIMS	National Incident Management System
OA	Operational Area (County)
OES	Monterey County Office of Emergency Services
PIO	Public Information Officer
RECP	San Francisco Bay Area Regional Emergency Coordination Plan
REOC	Regional Emergency Operations Center
SEMS	State of California Standardized Emergency Management System
SOC SOG	State Operations Center Standard Operating Guidelines
SOP	Standard Operating Procedure
TENS	Telephone Emergency Notification System (AlertMontereyCounty)
TEW UCP	Training Unified Command Post
USAR	Urban Search and Rescue (team)
WEA WebEOC AlertMonterey	Wireless Emergency Alert WebEOC Software for EOC management WWW.AlertMonteryCounty.org (Opt-in notification)
AAR	After-Action Report
AFN	access and functional needs
Cal OES	California Office of Emergency Services
Cal EMSA	California Emergency Medical Services Authority
CAO	County Administrative Officer
CFR	Code of Federal Regulations
CCR	California Code of Regulations
CONOPS	Concept of Operations

ACRONYM	MEANING
CONPLAN	San Francisco Bay Area Catastrophic Earthquake Readiness Response: Concept of Operations Plan
COOP	Monterey County Continuity of Operations Plan
DOC	Department Operations Center
DOT	U.S. Department of Transportation
DSW	Disaster Service Worker
EAS	Emergency Alert System
EMMA	Emergency Management Mutual Aid (State)
EOC	Monterey County Emergency Operations Center
EOP	Monterey County Emergency Operations Plan
EPA	U.S. Environmental Protection Agency
ESF #14	Emergency Support Function #14, Long-Term Recovery
FEMA	Federal Emergency Management Agency
HSPD	Homeland Security Presidential Directive
IAP	Incident Action Plan
ICS	Incident Command System
IMT	Incident Management Team (State or Federal)
IPAWS	Integrated Public Alert Warning System
IT	Information technology
JIC	Joint Information Center
JIS	Joint Information System
LAC	Local Assistance Center
MMAA	California Disaster and Civil Defense Master Mutual Aid Agreement
NGO	nongovernmental organization
NIMS	National Incident Management System
OA	Operational Area (County)
OES	Monterey County Office of Emergency Services
PIO	Public Information Officer
RECP	San Francisco Bay Area Regional Emergency Coordination Plan
REOC	Regional Emergency Operations Center
SEMS	State of California Standardized Emergency Management System
SOC	State Operations Center
SOP	Standard Operating Procedure

ACRONYM	MEANING
TENS	Telephone Emergency Notification System (AlertMontereyCounty)
TEW	Training
USAR	Urban Search and Rescue (team)
WEA	Wireless Emergency Alert

APPENDIX B | AUTHORITIES AND REFERENCES

10.9 AUTHORITIES

The following authorities and references provide direction and guidance for conducting emergency operations by Monterey County. For a complete list see Appendix B.

10.9.1 COUNTY

The following polices stand as authorities directing the County emergency management program:

- Monterey County Code, Chapter 2.68, Emergency Procedures and Organization
- County of Monterey Resolution No. 05-231, Resolution of the Monterey Board of Supervisors adopting NIMS and enhanced by SEMS (September 13, 2005)
- County of Monterey Resolution No. 95-480, Resolution Establishing the Monterey County Operational Area (October 24, 1995)
- County of Monterey Resolution No. 95-481, Resolution Establishing SEMS as the Approved Emergency Management Model for the County (October 24, 1995)
- County of Monterey unnumbered resolution, Resolution Adopting the Monterey County Operational Area EOP and Directing the Emergency Services Manager to Implement the Plan (May 4, 1999)

10.9.2 REGIONAL

Regional references are as follows:

- San Francisco Bay Area Regional Emergency Coordination Plan (RECP) and Annexes
- San Francisco Bay Area Catastrophic Earthquake Readiness Response: Concept of Operations Plan (CONPLAN)

10.9.3 STATE

- The following State of California plans and polices stand as authorities directing the Monterey County emergency management program:
- California Emergency Services Act, § 8550 et seq., Government Code
- California Disaster and Civil Defense Master Mutual Aid Agreement
- SEMS: California Code of Regulations (CCR), Title 19, Division 2, Chapter 1
- California Code of Regulations, Title 19
- California Fire and Rescue Emergency Plan
- California Public Health and Medical Emergency Operations Manual (July 2011)
- California Department of Water Resources Flood Control (California Water Code, Section 128)
- Hazardous Materials Area Plan Regulations: CCR, Title 19, Division 2, Chapter 4, Article 3, Sections 2720-2728
- California Health and Safety Code, Division 20, Chapter 6.95, Section 25503.5
- Governor's Executive Order W-9-91
- State Emergency Plan (SEP), State of California, Cal OES, 2009
- Emergency Management Mutual Aid (EMMA), January 2012

10.9.4 FEDERAL

The following Federal plans and polices stand as authorities directing the County emergency management program:

- Robert T. Stafford Emergency Disaster Relief and Emergency Assistance Act (42 United States Code §§ 5121 et seq.)
- Federal Disaster Relief Regulations: 44 Code of Federal Regulations (CFR) Part 206
- Individual Assistance (44 CFR §§ 206.101 et seq.)
- Public Project Assistance (44 CFR §§ 206.200 et seq.)
- Hazard Mitigation (44 CFR §§ 206.430 et seq.)
- NIMS
- Homeland Security Presidential Directive (HSPD) 5, Management of Domestic Incidents
- Presidential Policy Directive 8, National Preparedness
- HSPD 21, Public Health and Medical Preparedness
- Federal Disaster Relief Act of 1974 (Public Law 93-288)
- U.S. Army Corps of Engineers Flood Fighting (Public Law 84-99)
- Federal Civil Defense Act of 1950 (Public Law 920, as amended)

- Homeland Security Act of 2002
- Natural Disaster Assistance Act

10.10 REFERENCES

- APTA (American Public Transportation Association), 2001. Checklists for Emergency Response Planning and System Security, December.
- Army Corps of Engineers Flood Fighting (Public Law 84-99).
- Cal OES (California Office of Emergency Services), 1999a. Emergency Planning Guide, January.
- Cal OES (California Office of Emergency Services), 1999b. SEMS Guidance for Special Districts, July.
- Cal OES (California Office of Emergency Services), 2006. SEMS Emergency Guidance, Parts I and II, September: particularly Part 1—System Description, Section C—Local Government Level; and Part II—Planning and Developing SEMS, Section B—Local Government Level.
- Cal OES (California Office of Emergency Services), 2007b. SEMS Emergency Guidance, Part III (Maintenance System Section only), July.
- Cal OES (California Office of Emergency Services), 2009. Foundation for the Standardized Emergency Management System, July.
- California Code of Regulations, Title 19.
- California Department of Water Resource Flood Control (California Water Code, Section 128).
- California Disaster and Civil Defense Master Mutual Aid Agreement.
- California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the Government Code).
- California Fire and Rescue Emergency Plan.
- California Public Health and Medical Emergency Operations Plan (July 2011)
- California Health and Safety Code, Division 20, Chapter 6.95, Section 25503.5.
- California Law Enforcement Mutual Aid Plan.
- California State Emergency Plan, reviewed for NIMS Compliance, September 2005.
- County of Monterey Resolution No. 05-231, Resolution of the Monterey Board of Supervisors adopting NIMS and enhanced by SEMS (September 13, 2005).
- County of Monterey Resolution No. 93-129, Resolution Adopting the Master Disaster and Emergency Management Plan for the County of Monterey (April 13, 1993).
- County of Monterey Resolution No. 95-480, Resolution Establishing the Monterey County Operational Area (October 24, 1995).

- County of Monterey Resolution No. 95-481, Resolution Establishing the SEMS as the Approved Emergency Management Model for the County (October 24, 1995).
- County of Monterey Resolution, unnumbered, Resolution Adopting the Monterey County Operational Area EOP and Directing the Emergency Services Manager to Implement the Plan (May 4, 1999).
- County of Monterey Resolution No. 98-394, Additional Pay for Exempt Employees and Emergency Overtime for Emempt Employees (July 9, 2019).
- Department of Homeland Security (DHS), National Incident Management System (December 18, 2008).
- Federal Civil Defense Act of 1950 (Public Law 920, as amended).
- Federal Disaster Relief Act of 1974 (Public Law 93-288).
- FEMA (Federal Emergency Management Agency), 2007. Incident Management Handbook, October 1, 2007.
- FEMA (Federal Emergency Management Agency), 2009. Incident Command System Forms Manual.
- FEMA (Federal Emergency Management Agency), 2010. Development and Maintaining Emergency Operations Plans—Comprehensive Preparedness Guide 101, Version 2.0, November.
- FTA (Federal Transit Administration), 1998. Critical Incident Management Guidelines, July.
- FTA (Federal Transit Administration), 2003. The Public Transportation System Security and Emergency Preparedness Planning Guide, January.
- Governor's Executive Order W-9-91.
- Hazardous Materials Area Plan Regulations (Chapter 4 of Division 2, Title 19, Article 3, Section 2720-2728 of the California Code of Regulations).
- Homeland Security Act of 2002.
- Homeland Security Presidential Directive (HSPD 5, Management of Domestic Incidents.
- Homeland Security Presidential Directive/HSPD 8, National Preparedness.
- Monterey County Code, Chapter 2.68, Emergency Procedures and Organization.
- Natural Disaster Assistance Act.
- NFPA (National Fire Protection Administration), 2007. NFPA 1600: Standard on Disaster/ Emergency Management and Business Continuity Programs, 2007.
- Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988.
- San Francisco Bay Area Catastrophic Earthquake Readiness Response: Concept of Operations Plan (CONPLAN).

- San Francisco Bay Area Regional Emergency Coordination Plan (RECP).
- Standardized Emergency Management System (SEMS) Regulations, Chapter 1 of Division 2 of Title 19 of the California Code of Regulations; and California Government Code Section 8607 et sec.
- Title 44 Code of Federal Regulations.

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APPENDIX C | APPROVAL AND PROMGULATION

THIS PLAN IS A FUNCTIONAL ANNEX TO THE MONTEREY COUNTY EMERGENCY OPERATIONS PLAN AND ESTABLISHES THE EMERGENCY ORGANIZATION, ASSIGNS TASKS, SPECIFIES POLICIES AND GENERAL PROCEDURES, AND PROVIDES FOR COORDINATION OF PLANNING EFFORTS FOR RESPECTIVE STAFF. THIS ANNEX IS REVIEWED BY ALL DEPARTMENTS/AGENCIES WHO HAVE A PRIMARY FUNCTION IN THE COUNTY'S EOP, WHICH ARE LISTED ABOVE IN THE ACKNOWLEDGMENT SECTION. AN APPROVED ANNEX GIVES BOTH THE AUTHORITY AND THE RESPONSIBILITY TO ORGANIZATIONS TO PERFORM THEIR TASKS; FORMALIZES THEIR RESPONSIBILITIES WITH REGARD TO PREPARING AND MAINTAINING THEIR OWN PROCEDURES/GUIDELINES; AND COMMITS THEM TO CARRYING OUT TRAINING, EXERCISES, AND PLAN MAINTENANCE NECESSARY TO SUPPORT THE EOP

A signature from the designated departments confirms that the department has read the document and has no conflicts with its content at the time of publishing. Upon review and written concurrence by the departments/agencies, the Annex is submitted to the Monterey County Operational Area (OA) Disaster Council for review and approval. Upon approval by the Council, this document is officially adopted and promulgated by the County Board of Supervisors. A letter of promulgation is located at the front of this Plan, which validates the concepts, roles and responsibilities, and the emergency management system for the County.

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[Insert Letter of Promulgation]

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[Insert Concurrance Signatories.]

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APPENDIX D | RECORD OF DISTRIBUTION

THE MONTEREY COUNTY OES PREPARES, COORDINATES, PUBLISHES, AND DISTRIBUTES THIS EOP AND ANY REVISIONS MADE TO IT. THE EOP IS DISTRIBUTED TO ALL COUNTY DEPARTMENTS/AGENCIES IDENTIFIED BELOW. THE EOP IS ALSO AVAILABLE UPON REQUEST BY THE EXTERNAL ORGANIZATIONS NOT LISTED.

COUNTY DEPARTMENTS

Administrative Office

Agricultural Commissioner

Assessor/Recorder

Auditor-Controller

Board of Supervisors

Child Support Services

Civil Rights Office

Clerk of the Board

County Counsel

District Attorney

Elections

Emergency Communications Department/911

Health

Human Resources

Information Technology

Library

Military & Veterans' Affairs

Natividad Medical Center

Probation

Public Defender

Recorder-County Clerk

Resource Management Agency

Sheriff-Coroner

Social Services

Treasurer-Tax Collector

Water Resources Agency

LOCAL GOVERNMENTS

City of Carmel-by-the-Sea

City of Del Rey Oaks

City of Gonzales

City of Greenfield

City of King City

City of Marina

City of Monterey

City of Pacific Grove

City of Salinas

City of Sand City

City of Seaside

City of Soledad

SPECIAL DISTRICTS

Aromas Tri-County Fire PD

Big Sur Volunteer Fire Brigade

Cachagua Fire PD

Carmel Area Waste Water D

Carmel Highlands Fire PD

Cypress Fire PD

Marina Coast Water District

Monterey Bay Unified Air Pollution Control District

Monterey County Regional Fire PD

Monterey Peninsula Water Management District

Monterey Peninsula Regional Park District

Monterey Regional Airport District

Monterey Regional Waste Management District

Monterey Regional Water Pollution Control District

Monterey Salinas Transit District

Moss Landing Harbor District

North County Fire Protection District

North Salinas Valley Mosquito Abatement District

Pajaro Sunny Mesa CSD

Pebble Beach CSD

San Lucas Water District

Soledad Fire PD

Spreckels CSD

Spreckels Volunteer Fire Company

OTHER ORGANIZATIONS

Cal OES

American Medical Response-Monterey

American Red Cross – Central Coast Chapter

Cal FIRE Monterey-San Benito Unit

Cal Trans District 5

California Highway Patrol - Monterey

Community Foundation Monterey County

Fort Hunter Liggett Army Installation

National Weather Service - Monterey Bay

Naval Support Activity - Monterey

Presidio of Monterey / OMC

SPCA for Monterey County

US Coast Guard - Monterey

US Forest Service – Monterey District

United Way Monterey County/2-1-1

Soledad State Prison/CTF

SCHOOLS

Cal State University Monterey Bay

Hartnell Community College

Monterey County Office of Education

Monterey Peninsula Community College

Naval Postgraduate School

UTILITIES/TRANSPORTATION

Amtrak

California Water

California American Water

Monterey-Salinas Transit

Pacific Gas & Electric

Union Pacific

Transportation Authority of Monterey County (TAMC)

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APPENDIX E | RECORD OF CHANGES

ANY APPROVED ADDITIONS OR MODIFICATIONS TO THIS PLAN WILL BE DOCUMENTED AND NOTED IN THIS SECTION. THE DATE OF THE CHANGE, THE TITLE OF THE PERSON MAKING THE CHANGE, AND A SUMMARY AND REASON FOR THE MODIFICATIONS WILL BE INSERTED INTO THIS SECTION OF THE PLAN. IF ANY MAJOR OR SIGNIFICANT CHANGES TO THIS PLAN NEED TO BE MADE, THEN THE REVISED PLAN WILL BE CONSIDERED AN UPDATE AND THE COVER PAGE, PROMULGATION PAGE, AND APPROVAL AND IMPLEMENTATION PAGE SHOULD REFLECT THAT IT IS A NEW PLAN.

After any modification to this plan, OES will ensure that the updated version is distributed to all previously listed departments and agencies, and that the revised plan is uploaded to any share sites and/or webpages where this plan resides. Printed material will be available at the (EOC). Personnel with a role in executive leadership, coordination and management, and operational implementation of emergency procedures are encouraged to keep a digital and/or a printed copy of this plan and to make sure it is accessible to them at all times.

CHANGE NUMBER	DATE OF CHANGE	SECTION	SUMMARY OF CHANGE	CHANGE MADE BY (TITLE OR NAME)
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APPENDIX F | EOC CONTACT LISTS

MONTEREY COUNTY OPERATIONAL AREA - EMERGENCY OPERATIONS CENTERS

-FOR OFFICIAL USE ONLY-

CITIES, AGENCIES & DISTRICTS	EOC ADDRESS	EOC	MANAGER/ COMMAND	PUBLIC INFORMATION	PLANS	OPS	LOGISTICS	FINANCE & ADMINISTRATION
Monterey County EOC	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Monterey County Alternate EOC	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Carmel-By-The- Sea	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Del Rey Oaks	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Gonzales	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Greenfield	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
King City	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Marina	[redacted]	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]	[redacted]
City of Monterey	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Pacific Grove	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Salinas	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Sand City	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Seaside	[redacted]	[redacted]			[redacted]		[redacted]	[redacted]
Soledad	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Naval Support Activity Monterey	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
CSU Monterey Bay (CSUMB)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Presidio of Monterey	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Fort Hunter Liggett	[redacted]							

APPENDIX G | CHECKLISTS FOR SUSPENSION OF GOVERNMENT SERVICES

Government Services Suspension and Resumption – Partial Suspension of Services

THERE COULD CONCEIVABLY BE A TIME WHEN A CREDIBLE THREAT MAY BE ISSUED DIRECTLY TO COUNTY AGENCIES OR WITHIN MONTEREY'S OPERATIONAL AREA OR A TERRORIST ATTACK OCCURS AT ANOTHER AGENCY IN THE REGION, RAISING THE ALERT LEVEL BUT NOT REQUIRING A FULL SUSPENSION OF GOVERNMENT SERVICE. AT THIS POINT, THE OFFICE OF EMERGENCY SERVICES AND THE EOC WOULD BE ACTIVATED AND THE FOLLOWING PROCEDURES CAN BE FOLLOWED. HOWEVER, THESE PROCEDURES SHOULD BE REVIEWED TO DETERMINE IF THEY ARE STILL APPROPRIATE ON A CASE-BY-CASE BASIS.

RESPONSIBLE PARTY	TASK
Office of Emergency Services	❑ Based on direction from the Emergency Operations Center or Policy Group, determine that partial service suspension is required ❑ Inform the County Emergency Communications Department/911to initiate partial service suspension. ❑ Contact appropriate officials to inform the media regarding service suspension in order to get information out to the public. ❑ Notify key officials and stakeholders that a partial government service suspension has been instituted; remain on call regarding the service. ❑ Monitor the situation to determine when and if regular government service is resumed. ❑ On instruction from key officials and stakeholders, determine when government service should be resumed. ❑ Direct appropriate staff as to the time of service resumption and initiate notification process to staff, customers and the media. ❑ Notify key officials and stakeholders as to time of service resumption.
County Emergency Communications Department/911	❑ Ask all pertinent staff to report their status. ❑ Once all pertinent staff have reported their status, the County Communications Center relays information to the OES and appropriate public safety agency(s). This is dependent

Government Services Suspension and Resumption – Partial Suspension of Services

THERE COULD CONCEIVABLY BE A TIME WHEN A CREDIBLE THREAT MAY BE ISSUED DIRECTLY TO COUNTY AGENCIES OR WITHIN MONTEREY'S OPERATIONAL AREA OR A TERRORIST ATTACK OCCURS AT ANOTHER AGENCY IN THE REGION, RAISING THE ALERT LEVEL BUT NOT REQUIRING A FULL SUSPENSION OF GOVERNMENT SERVICE. AT THIS POINT, THE OFFICE OF EMERGENCY SERVICES AND THE EOC WOULD BE ACTIVATED AND THE FOLLOWING PROCEDURES CAN BE FOLLOWED. HOWEVER, THESE PROCEDURES SHOULD BE REVIEWED TO DETERMINE IF THEY ARE STILL APPROPRIATE ON A CASE-BY-CASE BASIS.

RESPONSIBLE PARTY	TASK
	on the level of threat.
Staff	❑ Staff should evacuate all general public from the facility and instruct them to carry any personal items and baggage they have off the premises. ❑ Staff should perform a visual inspection of the interior and exterior of the building (if in accordance with department policy) and report their observations to the County Emergency Communications Department/911. ❑ If a building has a suspicious package or person present, the staff is instructed to immediately instruct all staff and members of the general public to get at least 100 yards away from the building. The staff member should contact the County Emergency Communications Department/911immediately so the County Emergency Communications Department/911 may contact the proper authorities. ❑ If buildings are deemed clear and government service is suspended, all staff should report back to the EOC in their vehicles for possible EOC staffing needs. ❑ If government service continues, drivers are instructed to provide a visual sweep of the interior and exterior of the buildings periodically and report back to the County Emergency Communications Department/911 on their status. Staff should report any suspicious activity immediately.

Suspension of Government Services and Resumption Procedures – Full Suspension of Services

THERE MAY BE A TIME WHEN A CREDIBLE THREAT MAY BE ISSUED DIRECTLY TO THE COUNTY OR TO A LOCAL JURISDICTION OR TARGET WITHIN MONTEREY COUNTY'S OPERATIONAL AREA, OR A TERRORIST ATTACK MAY OCCUR AT ANOTHER AGENCY IN THE REGION, JUSTIFYING A FULL SUSPENSION OF THOSE GOVERNMENT SERVICES THAT DO NOT ADDRESS PUBLIC SAFETY. AT THIS POINT, THE OFFICE OF EMERGENCY SERVICES AND EOC ARE ACTIVATED, AND THE FOLLOWING PROCEDURES CAN BE FOLLOWED. HOWEVER, THESE PROCEDURES SHOULD BE REVIEWED TO DETERMINE IF THEY ARE STILL APPROPRIATE ON A CASE-BY-CASE BASIS.

RESPONSIBLE PARTY	TASK
Emergency Management Organization	❑ Based on direction from the Emergency Operations Center or Command Staff, determine that suspension of non-public safety service is required ❑ Inform the County Emergency Communications Department/911to initiate total service suspension. ❑ Contact appropriate officials to inform the media regarding service suspension in order to get information out to the public. ❑ Notify key officials and stakeholders that a non-public safety government service suspension has been instituted; remain on call regarding the service. ❑ Monitor the situation to determine when and if regular government service is resumed. ❑ On instruction from key officials and stakeholders, determine if government service should be resumed. ❑ Resume government services based on established service priorities. ❑ Direct appropriate staff as to the time of service resumption and initiate notification process to staff, general public and the media. ❑ Notify key officials and stakeholders as to time of non-public safety service resumption.

Suspension of Government Services and Resumption Procedures – Full Suspension of Services

THERE MAY BE A TIME WHEN A CREDIBLE THREAT MAY BE ISSUED DIRECTLY TO THE COUNTY OR TO A LOCAL JURISDICTION OR TARGET WITHIN MONTEREY COUNTY'S OPERATIONAL AREA, OR A TERRORIST ATTACK MAY OCCUR AT ANOTHER AGENCY IN THE REGION, JUSTIFYING A FULL SUSPENSION OF THOSE GOVERNMENT SERVICES THAT DO NOT ADDRESS PUBLIC SAFETY. AT THIS POINT, THE OFFICE OF EMERGENCY SERVICES AND EOC ARE ACTIVATED, AND THE FOLLOWING PROCEDURES CAN BE FOLLOWED. HOWEVER, THESE PROCEDURES SHOULD BE REVIEWED TO DETERMINE IF THEY ARE STILL APPROPRIATE ON A CASE-BY-CASE BASIS.

RESPONSIBLE PARTY	TASK
County Emergency Communications Department/911	❑ Inform impacted staff that a suspension of non-public safety government service has been instituted. ❑ Use call down list to notify all employees not already on duty, to not report for work until notified to do so. ❑ Notify staff using the call down list as to time of service resumption and when to report for duty in the EOC.
Staff	❑ Staff should evacuate all general public from the facility and instruct them to carry any personal items and baggage they have off the premises. ❑ Staff should perform a visual inspection of the interior and exterior of the building (if in accordance with department policy) and report their observations to the County Emergency Communications Department/911 ❑ If a building has a suspicious package or person present, the staff is instructed to immediately instruct all staff and members of the general public to get at least 100 yards away from the building. The staff member should contact the County Emergency Communications Department/911immediately so the County Emergency Communications Department/911may contact the proper authorities. ❑ If buildings are deemed clear and government service is suspended, all staff should report back to the EOC in their vehicles for possible EOC staffing needs.

Suspension of Government Services and Resumption Procedures – Full Suspension of Services

THERE MAY BE A TIME WHEN A CREDIBLE THREAT MAY BE ISSUED DIRECTLY TO THE COUNTY OR TO A LOCAL JURISDICTION OR TARGET WITHIN MONTEREY COUNTY'S OPERATIONAL AREA, OR A TERRORIST ATTACK MAY OCCUR AT ANOTHER AGENCY IN THE REGION, JUSTIFYING A FULL SUSPENSION OF THOSE GOVERNMENT SERVICES THAT DO NOT ADDRESS PUBLIC SAFETY. AT THIS POINT, THE OFFICE OF EMERGENCY SERVICES AND EOC ARE ACTIVATED, AND THE FOLLOWING PROCEDURES CAN BE FOLLOWED. HOWEVER, THESE PROCEDURES SHOULD BE REVIEWED TO DETERMINE IF THEY ARE STILL APPROPRIATE ON A CASE-BY-CASE BASIS.

RESPONSIBLE PARTY	TASK
	❑ If government service continues, drivers are instructed to provide a visual sweep of the interior and exterior of the buildings periodically and report back to the County Communications Center on their status. Staff should report any suspicious activity immediately.
Maintenance	❑ Prepare facilities for use in normal government service when service is resumed.

ATTACHMENT 1 | CAL OES EMERGENCY OPERATIONS PLAN CROSSWALK

EMERGENCY PLAN REVIEW CROSSWALK 2019
LOCAL GOVERNMENT AGENCIES

Introduction

The California Governor's Office of Emergency Services (Cal OES) maintains the State Emergency Plan (SEP), and the coordination of local emergency plans with the SEP in accordance with:

- **Government Code § 8568** making the State Emergency Plan effective in each of the state's political subdivisions, and requiring each governing body to carry out the provisions of that plan.
- **GC § 8569** giving the Governor the responsibility to "coordinate the preparation of plans and programs for the mitigation of the effects of an emergency by the political subdivisions of this state, such plans and programs to be integrated into and coordinated with the State Emergency Plan."
- **GC § 8570 (d)** permitting the Governor to "provide for the approval of local emergency plans".
- **GC § 8586** permitting the Governor to "…assign part or all of his powers and duties under this chapter to the Office of Emergency Services".
- **GC § 8607 (e)** to be eligible for any funding of response-related costs under disaster assistance programs, each local agency shall use the standardized emergency management system.

To assist with this coordination of local emergency plans, Cal OES has developed this checklist (referred to as a crosswalk) of emergency plan elements designed to ensure that the fundamentals of the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) are included in the plan. NIMS concepts may be met by following FEMA's Comprehensive Preparedness Guide (CPG) 101, Version 2.0, which provides guidelines on developing emergency operations plans (EOP).

This crosswalk is not inclusive of all topics that could be addressed in an emergency plan. There is no prescribed format. Users of this crosswalk may alter the sequence or format in any manner that meets their needs and complies with SEMS. The current version of this crosswalk can be found on the Cal OES web page.

- COUNTY OF MONTEREY OP AREA EMERGENCY OPERATIONS PLAN

A local government's EOP establishes an emergency management organization to provide a basis for the jurisdiction's coordinated actions before, during and after a disaster. The primary purpose of the EOP is to outline the jurisdiction's all-hazard approach to emergency operations to protect the safety, health, and welfare of its citizens. The jurisdiction's EOP and Continuity Plan (continuity of operations and continuity of government) complement each other. This crosswalk is designed for reviewing local government EOPs and not continuity plans. More information on continuity planning can be found on the Cal OES Continuity Planning website.

References:

- State of California Emergency Plan
- CA-Emergency Support Functions (CA-ESF)
- Standardized Emergency Management System (SEMS)
- National Incident Management System (NIMS)
- FEMA Developing and Maintaining Emergency Operations Plans - Comprehensive Planning Guide (CPG 101), Version 2
- State of California Alert and Warning Guidelines

How to Use This Checklist

Please submit your EOP with a copy of this crosswalk to your Cal OES Regional Branch. Indicate the page location where that element can be found or state "N/A" if it does not apply to your jurisdiction. Several SEMS and CPG 101 elements overlap. Where that occurs, those elements have been combined in the crosswalk and may be addressed as one element. Cal OES regional staff will review your plan and provide comments or feedback in support of your jurisdiction's emergency planning efforts.

Region Contact Information

Coastal Region: 707-862-2372

Inland Region: 916-657-9107

Southern Region: 562-795-2902

EMERGENCY PLAN REVIEW CROSSWALK 2019
LOCAL GOVERNMENT AGENCIES

Agency: Monterey County Office of Emergency Serives

Plan Name: Monterey County Operational Area Emergency Operations Plan

Submitted by: Gerry Malais

Date:_____

Email: Malaisg@co.monterey.ca.us

Phone Number: (831)-796-1901

Reviewed by:_____

Date:_____

Email:_____

Phone Number:_____

Emergency Operations Plan Crosswalk	Page Where Located	Reviewer Comment or Initials
FOREWORD SECTION – INTRODUCTORY MATERIAL		
1. Promulgation Document/Signature Page: • This is a promulgation statement recognizing and adopting the plan as the jurisdiction's all-hazards EOP and signed by the senior elected or appointed official. (CPG 101) • Provide evidence of a dated letter of promulgation or resolution from the governing board. (SEMS)	P. 112	
2. Approval and Implementation: • Introduces the plan and outlines its applicability. Include a delegation of authority for specific modifications that may be made to the plan without the senior official's signature. (CPG 101) • Provide a foreword, preface or introduction that explains why the plan was developed and how the plan is to be used. (SEMS)	P. 11	
3. Plan Concurrence: Provide evidence that the assigned emergency agencies are in agreement with how the plan describes their tasks. This may be in the form of a letter of concurrence or a sign-off sheet. (SEMS)	P.113	
4. Record of Changes:	P. 137	

Emergency Operations Plan Crosswalk	Page Where Located	Reviewer Comment or Initials
• Normally a table with fields that track each update or change to the plan. (CPG 101) • Who maintains the emergency plan? What is the process? Detail schedules for modifications, revision list, and who has responsibility for ensuring the plan is kept up-to-date. (SEMS)		
5. Record of Distribution: • Normally a table with fields that indicate who received the plan, date of delivery and number of copies. (CPG 101) • Include a distribution method that indicates who received the plan and when. (SEMS)	P.133	
6. Table of Contents: • Outlines the plan's format, key sections, attachments, charts, etc. Identifies the major chapters and key elements within the EOP. (CPG 101) • List of where significant parts of the plan are located by page number and subsection of the plan. (SEMS)	P. V	
PART I: BASIC PLAN		
7. Purpose: Describe the purpose for developing and maintaining the EOP. (CPG 101)	P. 19	

Emergency Operations Plan Crosswalk	Page Where Located	Reviewer Comment or Initials
8. Scope: Describe at what times or under what conditions the plan will be activated. (CPG 101)	P. 22	
9. Situation Overview: • Provide an overview of the steps taken by the jurisdiction to prepare for disasters. This section should include the following: A) Hazard Analysis Summary; B) Capability Assessment; and C) Mitigation Overview. (CPG 101) • Summarizes the Jurisdictional Hazard Analysis. Includes a description of potential hazards. This could be in a narrative with maps, schematic, or matrix indicating severity potential, affected population estimates, frequency, and geographical characteristics of the jurisdiction. This and other relevant information should be included to provide a rationale for prioritizing emergency preparedness actions for specific hazards. (SEMS)		
10. Planning Assumptions: Identify what are assumed to be facts for planning purposes in order to make it possible to execute the EOP. (CPG 101)	P. 21	
11. Concept of Operations: • Explain in broad terms, the jurisdiction's intent with regard to emergency operations. Provide a clear methodology to realize	P. 32	

Emergency Operations Plan Crosswalk	Page Where Located	Reviewer Comment or Initials
the goals and objectives to execute the plan. This may include a brief discussion of the activation levels identified by the jurisdiction for its operations center, and may touch on direction and control, alert and warning, and continuity matters. (CPG 101) • Describe the principles and methods used to carry out emergency operations, including the provision of emergency services by government agencies. (Gov. Code Sec. 8560)		
12. Organization and Assignment of Responsibilities: • Provide an overview of the key functions the jurisdiction will accomplish during an emergency. Include roles that federal, state, territorial, tribal, local, regional and private sector agencies will take to support local operations. Pre-designate jurisdictional and/or functional area representatives to the IC or UC whenever possible. (CPG 101) • Identify agency roles and responsibilities during disaster situations and include an emergency organization chart. Indicate how the jurisdiction fulfills the five SEMS sections (Management, Plans/Intelligence, Operations, Logistics, and Finance/Administration). (SEMS)	P. 43	
13. Direction, Control, and Coordination:	P. 65	

Emergency Operations Plan Crosswalk	Page Where Located	Reviewer Comment or Initials
• Describe the framework for all direction, control, and coordination activities. Identify who has tactical and operational control of response assets. Discuss multijurisdictional coordination systems and processes. (CPG 101) • Indicate how the Incident Command System (ICS) will be used in the field. This should include the interface between the field Incident Command Post and the EOC. It should also indicate methods of integrating state and federal field activities into local emergency management operations. (SEMS)		
14. Information Collection, Analysis and Dissemination: Describe the required critical or essential information common to all operations identified during the planning process. (CPG 101)	P. 77	
15. Communications: • Describe the communications and coordination protocols used between response organizations. (CPG 101) • Indicate how the EOC will coordinate and communicate with field units, operational areas, regions, and other entities. (SEMS)	P. 81	
16. Administration, Finance, and Logistics: Describe administrative protocols including documentation, after-action reporting, cost recovery, and resource management. (CPG 101)	P. 95	

Emergency Operations Plan Crosswalk	Page Where Located	Reviewer Comment or Initials
17. Plan development and Maintenance: Describe the process to regularly review and update the EOP. (CPG 101)	P. 111	
18. Authorities and References: Provide the legal basis for emergency operations and activities. Describe federal, state, and local laws that specifically apply to the plan. List references used to develop the plan. (CPG 101)	P. 121	
BASIC PLAN (Additional SEMS Elements)		
19. SEMS Coordination Levels: Indicate how the jurisdiction coordinates between the different SEMS levels (field, local, operational areas, region, and state), how information is exchanged, and how and when multi/inter-agency coordination and unified command are used. The Operational Area agreement should also be referenced; and the plan should indicate who performs the Operational Area responsibilities.	P. 39	
20. Emergency Operations Center Organization: Describe the roles and responsibilities of agencies and departments in the EOC, including who is responsible for ensuring the readiness of the EOC.	P. 53	
21. Involvement of special districts, private, and nonprofit agencies: Identify emergency responsibilities of special districts,	P. 66	

Emergency Operations Plan Crosswalk	Page Where Located	Reviewer Comment or Initials
private, and volunteer agencies, and their roles in the EOC, Incident Command Post, or other emergency facility.		
22. Essential Facilities-Primary and Alternate EOC: Indicate the location of both the primary and alternate EOC and what conditions would cause the alternate EOC to be activated.	P. 140	
23. Essential Facilities-Activation/Deactivation of EOC: Indicates how, when, and by whom, the Emergency Operations Center will be activated and deactivated.	P. 54	
24. Field/EOC Direction and Control Interface: Describe the direction and control relationship between the field responders (ICS) and the EOC. This should include the reporting of pertinent information.	P. 67	
25. Field Coordination with Department Operations Centers (DOC) and EOCs: Include the use and coordination of DOCs and how they fit into the emergency management organization.	P. 68	
26. Essential Facilities-Alternate Government Facilities: Indicate an alternate seat of government to serve as government offices for performing day-to-day functions and a facility that could serve as an alternate emergency operations center.	P. 54	

Emergency Operations Plan Crosswalk	Page Where Located	Reviewer Comment or Initials
27. Essential Facilities-Americans with Disabilities Act: Identify how shelter facilities, evacuation/movement, warning, etc. procedures accommodate the provisions of the Americans with Disabilities Act.	P. 13	
28. Continuity of Government: Provide persons by position to succeed key government officials and members of the emergency management organization. Also indicate the level and duration of authority these individuals would assume (Gov. Code Sec. 8560).	P. 97	
29. Vital Record Retention: Indicate how vital records are to be protected in the event of a disaster. Most data storage systems have a back-up system. Identify the system, archiving schedules, and who has responsibility for its maintenance.	P. 98	
30. Notification and Mobilization: Describe how resources are mobilized and managed (Gov. Code Sec. 8560). Include methods to contact emergency response personnel during normal and after hours. This may be in the form of an alert list.	P. 99	
31. Mutual Aid: Include a general description of mutual aid system and processes. (Gov. Code Sec. 8560)	P. 101	

Emergency Operations Plan Crosswalk	Page Where Located	Reviewer Comment or Initials
32. Emergency Proclamations: Indicate the purpose and process of emergency proclamations (include samples).	P. 42	
33. Public Information: Include pre-incident and post-incident public awareness, education, and communications plans and protocols. (Gov. Code Sec. 8560)	P. 81	
34. Recovery Overview: Include a general recovery concept of operations.	P. 103	
35. Recovery Organization: Provide a description of the recovery organization along with a diagram.	P. 108	
36. Recovery Damage Assessment: Describe the damage assessment organization and responsibilities.	P. 104	
37. Recovery Documentation: Describe the documentation process.	P. 96	
38. Recovery After-Action Reports (AAR): Define procedures to submit AAR to Cal OES via Cal EOC.	P. 115	
39. Recovery Disaster Assistance: Describe the different programs, their purpose, restrictions, and application process.	P. 107	

Emergency Operations Plan Crosswalk	Page Where Located	Reviewer Comment or Initials
Include Public Assistance, Individual Assistance, and Hazard Mitigation Grant programs.		
40. Standard Operating Procedures (SOP) Development: Ensure emergency response agencies develop and maintain SOPs. Indicate in the plan the relationship and purpose of SOPs to the plan.	P. 113	
41. Training and Exercises: Describe the training and exercise programs for the jurisdiction, including who has personal responsibility for the programs. Training should include EOP orientation, SEMS training, a full-scale exercise, and other training as deemed necessary.	P. 114	
APPENDICES (SEMS ELEMENTS)		
42. Glossary of Terms: Include a glossary of terms that includes all the terms used throughout the plan.	P. 117	
43. References: Identify the references used in developing the plan.	P. 121	

Emergency Operations Plan Crosswalk	Page Where Located	Reviewer Comment or Initials
44. Resources: Identify sources for materials and supplies internally and externally.	P. 100	
45. Contact List: Include a list of agencies and personnel not internal to the organization, but critical to emergency operations. May be kept under separate cover.	P. 139	
46. Supporting Documentation: Include material necessary to self-certify compliance with SEMS. This should include evidence of training, planning, exercises, and performance.	P. 190	
PART II: EMERGENCY SUPPORT FUNCTION ANNEXES (If Applicable) (CPG 101 ELEMENTS)		
47. Functional Support Annexes: Include functional annexes that add specific information and directions to the EOP. These annexes focus on specific responsibilities, tasks, and operational actions that pertain to the performance of emergency support functions to include: • CA-ESF 1 – Transportation • CA-ESF 2 – Communications • CA-ESF 3 – Construction and Engineering • CA-ESF 4 – Fire and Rescue	P. 12	

Emergency Operations Plan Crosswalk	Page Where Located	Reviewer Comment or Initials
• CA-ESF 5 – Management • CA-ESF 6 – Care and Shelter • CA-ESF 7 – Resources • CA-ESF 8 – Public Health and Medical • CA-ESF 10 – Hazardous Materials • CA-ESF 11 – Food and Agriculture • CA-ESF 12 – Utilities • CA-ESF 13 – Law Enforcement • CA-ESF 14 - Recovery • CA-ESF 15 – Public Information • CA-ESF 17 – Volunteers and Donation Management • CA-ESF 18 – Cyber Security		
PART III: FUNCTIONAL ANNEXES (SEMS ELEMENTS)		
48. Management Section: Include the following activities and responsibilities: • Overall EOC management • Public information assignment • Identification of a media center • Rumor control • Public inquires • Provision for public safety communications and policy • Identification of a Safety Officer	P. 57	

Emergency Operations Plan Crosswalk	Page Where Located	Reviewer Comment or Initials
• Facility security • Agency liaison • State/Federal field activity coordination		
49. Operations Section: Include the following activities and responsibilities: • General warning • Special population warning • Authority to activate Emergency Alert System • Inmate evacuation • Traffic direction and control • Debris removal • Evacuation • Evacuation and care for pets and livestock • Access control • Hazardous materials management • Coroner operations • Emergency medical care • Transportation management • Crisis counseling for emergency responders • Urban search and rescue • Disease prevention and control • Utility restoration	P. 57	

Emergency Operations Plan Crosswalk	Page Where Located	Reviewer Comment or Initials
• Flood operations • Initial damage assessments • Safety assessments • Shelter and feeding operations • Emergency food and water distribution		
50. Planning/Intelligence Section: Include the following activities and responsibilities: • Situation status • Situation analysis • Information display • Documentation • Advance planning • Technical services • Action planning • Demobilization	P. 58	
51. Logistics Section: Include the following activities and responsibilities: • Field incident support • Communications support • Transportation support • Personnel • Supply and procurement	P. 58	

Emergency Operations Plan Crosswalk	Page Where Located	Reviewer Comment or Initials
• Resource tracking • Sanitation services • Computer support		
52. Finance/Administration Section: Include the following activities and responsibilities: • Fiscal management • Timekeeping • Purchasing • Compensation and claims • Cost recovery • Travel request, forms, and claims	P. 58	
PART IV: SUPPORT ANNEXES (CPG 101 ELEMENTS)		
53. Support Functions: Describe critical operational functions and who is responsible for carrying them out. They may include: • Continuity of Government/Operations • Warning • Population Protection • Financial Management • Mutual aid/Multijurisdictional Coordination • Private Sector Coordination • Volunteer and Donations Management	P. 62	

Emergency Operations Plan Crosswalk	Page Where Located	Reviewer Comment or Initials
• Worker Safety and Health • Prevention and Protection		
PART V: HAZARD, THREAT, or INCIDENT SPECIFIC ANNEXES		
54. Threat Specific Appendices: The EOP should address response activities that are specific to all hazards that pose a threat to the jurisdiction. Describe any emergency response strategies that apply to a specific type of hazard. These may include: • Avalanche • Severe Storm • Earthquake • Tsunami • Volcanic Activity • Tornado • Floods • Dam Failure • Hazardous Materials Incident - Incorporate or reference the Hazardous Materials Area Plan • Radiological Incident • Biological Incident • Terrorism Incident • Other hazards, threat, or incidents	P. 26	

Emergency Operations Plan Crosswalk	Page Where Located	Reviewer Comment or Initials
ADDITIONAL SEMS ELEMENTS FOR CONSIDERATION		
55. Dams: If there are dams in the area, the plan should have or reference inundation maps that indicate what areas could flood, the time the flood wave arrives at specific locations, and when the water will recede. Operational information necessary to carry-out an evacuation of all potentially flooded areas should be indicated for each dam. The information required for each dam should include shelter locations, location of critical facilities such as government center hospitals, nursing homes, schools, day care centers, etc. Each dam evacuation plan should also indicate other facilities with large concentrations of people with disabilities, persons that lack their own transportation, or persons requiring special assistance.	N/A Dam Emergency Action Plans managed by Monterey County Water Resources and located outside of the EOP.	

Comments:

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ATTACHMENT 2 | MONTEREY COUNTY, CALIFORNIA – CODE OF ORDINANCES

CHAPTER 2.68 - EMERGENCY PROCEDURES AND ORGANIZATION

2.68.010 - PURPOSES.

The declared purposes of this Chapter are to provide for the preparation and carrying out of plans for the protection of persons and property under County jurisdiction in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions of County government with all other public agencies, corporations, organizations, and affected private persons.

(ORD. 2355 § 1, 1977)

2.68.020 - DEFINITIONS.

As used in this Chapter the following definitions shall apply:

"LOCAL EMERGENCY" shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this County caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this County, requiring the combined forces of other political subdivisions to combat.

"EMERGENCY MANAGEMENT" shall mean the development of a comprehensive process involving the mitigation of, preparation for, response to, and recovery from potential natural, technological and human conflict hazards. The process shall include associated emergency planning interagency coordination, public information and education, training, resource management, and incident management efforts.

"DIRECTOR" shall mean the County Administrative Officer, who serves as ex-officio Director of Emergency Services; who is tasked with the overall management, coordination, and control of emergency preparedness and response functions for the County of Monterey. The Director shall serve in the capacity of Operational Area Coordinator, as defined by the State Emergency Plan; to include County government, all cities, special districts and political subdivisions within the physical parameters encompassing the County of Monterey.

"EMERGENCY PLANS" shall mean those official and approved documents which described the principles and methods to be applied in carrying out emergency operations or rendering mutual aid during emergencies. These plans include such elements as structure and function of the emergency management organization, continuity of government, the emergency services of governmental agencies, mobilization of resources, mutual aid, public information, and mitigation and

recovery procedures.

"COUNTY AGENCY" shall mean any department, division, office, section, branch, or independent establishment under the control of the Board of Supervisors, or the executive branch of County government.

(ORD. 3471, 1990; ORD. 2355 § 2, 1977)

2.68.030 - DISASTER COUNCIL MEMBERSHIP.

The Monterey County Disaster Council is hereby created and shall consist of the following representative membership:

A. THE COUNTY ADMINISTRATIVE OFFICER
B. THE DEPUTY EMERGENCY SERVICES DIRECTOR
C. THE COUNTY SHERIFF-CORONER
D. THE COUNTY HEALTH OFFICER
E. THE COUNTY DIRECTOR OF PUBLIC WORKS
F. THE COUNTY DIRECTOR OF SOCIAL SERVICES
G. THE DISTRICT ENGINEER OF THE MONTEREY COUNTY WATER RESOURCES AGENCY
H. THE CHIEF UNIT RANGER, SAN BENITO-MONTEREY RANGER UNIT, CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
I. THE OFFICER IN CHARGE OF THE CALIFORNIA HIGHWAY PATROL IN MONTEREY COUNTY
J. A REPRESENTATIVE OF THE AMERICAN RED CROSS SELECTED BY THE CHAPTERS THEREOF WITHIN MONTEREY COUNTY
K. THE DISTRICT RANGER, MONTEREY DISTRICT OF LOS PADRES NATIONAL FOREST, UNITED STATES FOREST SERVICE
L. REPRESENTATIVE FROM SOUTH COUNTY CITIES
M. REPRESENTATIVE FROM CITY MANAGERS
N. REPRESENTATIVE FROM SPECIAL DISTRICTS
O. REPRESENTATIVE FROM THE BOARD OF EDUCATION
P. Such additional representation from any other service, support, volunteer, veterans, business, industry, or assistance organization deemed appropriate by the Director. Such representative membership shall be determined on an annual basis by the Director.

(ORD. 3471, 1990, ORD. 2355 § 3, 1977)

2.68.040 - DISASTER COUNCIL POWERS AND DUTIES.

It shall be the duty of the Monterey County Disaster Council, and it is hereby empowered, to consider and recommend for adoption by the Board of Supervisors, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements. The Disaster Council shall meet

upon call of the Director or, in his or her absence from the County or inability to call such a meeting, upon call of the Deputy Director of Emergency Services. The Disaster Council shall meet not less frequently that annually and shall prescribe its own rules of procedure.

(ORD. 3471, 1990; ORD. 2355 § 4, 1977)

2.68.050 - DIRECTOR/DEPUTY DIRECTOR OF EMERGENCY SERVICES.

A. There is hereby created the office of Director of Emergency Services. The County Administrative Officer shall be ex-officio Director of Emergency Services.
B. There is hereby created the position of Deputy Director of Emergency Services. The Deputy Director, under the authority of the Director, shall have the responsibility of managing the day to day administrative and operational activities associated with the management of the County Emergency Management Program as defined within this Chapter or as stipulated by the Director.

(ORD. 3471, 1990; ORD. 2355 § 5, 1977)

2.68.060 - POWERS AND DUTIES OF THE DIRECTOR OF EMERGENCY SERVICES.

A. THE DIRECTOR IS HEREBY EMPOWERED TO:

1. Request the Board of Supervisors to proclaim the existence or threatened existence of a "local emergency" if the Board of Supervisors is in session, or to issue such proclamation if the Board of Supervisors is not in session. Whenever a local emergency is proclaimed by the Director, the Board of Supervisors shall take action to ratify the proclamation within seven days thereafter or the proclamation shall have no further force or effect;
2. Request the Governor or recommend that the Chairman of the Board of Supervisors request the Governor to proclaim a "State of Emergency" when, in the opinion of the Director, the locally available resources are inadequate to cope with the emergency. Whenever the Director makes such a request, it shall be confirmed by the Board of Supervisors at the earliest practicable time;
3. Control and direct the effort of the emergency organization of this County for the accomplishment of the purposes of this Chapter;
4. Direct cooperation between and coordination of services and staff of the emergency organization of this County; and resolve

questions of authority and responsibility that may arise between them;

5. Represent this County in all dealings with public or private agencies on matters pertaining to emergencies as defined herein. Such day to day dealings of a non-emergency nature may be delegated as appropriate.
6. In the event of the proclamation of a "local emergency" as herein provided, the proclamation of a "State of Emergency" by the Governor or the Director of the State Office of Emergency Services, or the existence of a "State of War Emergency," the Director is hereby empowered:
    a. To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest possible practicable time by the Board of Supervisors;
    b. To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the County for the fair value thereof and, if required immediately, to commandeer the same for public use;
    c. To require emergency services of any County officer or employee and, in the event of the proclamation of a "State of Emergency" in the County or the existence of a "State of War Emergency," to command the aid of as many citizens of this County as deemed necessary in the execution of emergency duties; such persons shall be entitled to all privileges, benefits, and immunities as are provided by State law for registered Disaster Service Workers;
    d. To appoint additional emergency service managers as needed, in addition to those established by the County Emergency Plan, and to delegate to those members of the emergency management organization such duties and responsibilities as the Director may deem necessary;
    e. To requisition necessary personnel or material of any County department or agency; and
    f. To execute all of his or her ordinary powers as Administrative Officer, all of the special powers conferred upon that position by this Chapter or by resolution or emergency plan pursuant hereto adopted by the Board of Supervisors, all powers conferred upon him or her by any statute, by any agreement approved by the Board of Supervisors, and by any other lawful authority.

B. The Director of Emergency Services shall designate the order of succession to that office, to take effect in the event the Director is unavailable to attend meetings or otherwise perform the duties of that office during an emergency.

(ORD. 3471, 1990; ORD. 2355 § 6, 1977)

2.68.070 - EMERGENCY ORGANIZATION.

All officers and employees of this County, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may by agreement or operation of law, including persons impressed into service under the provisions of Section 2.68.060 of this Chapter, be charged with duties incident to the protection of life and property in this County during such emergency, shall constitute the Emergency Organization of the County of Monterey.

(ORD. 3471, 1990; ORD. 2355 § 7, 1977)

2.68.080 - EMERGENCY PLAN.

The Director of Emergency Services shall be responsible for the development of the County of Monterey Emergency Plan, which plan shall provide for the effective mobilization of all of the resources of this County, both public and private, to meet any condition constituting a local emergency, state of emergency, or state of war emergency; and shall provide for the organization, powers and duties, services, service chiefs, and staff of the emergency organization. Such plan shall be submitted to the Disaster Council for review and comment and shall take effect upon adoption by resolution of the Board of Supervisors. The Emergency Plan for the County of Monterey is the Emergency Operations Plan.

(ORD. 3471, 1990, ORD. 2355 § 8, 1977)

2.68.090 - OFFICE OF EMERGENCY SERVICES.

An Office of Emergency Services is hereby established to coordinate all emergency preparedness, response and recovery functions and responsibilities as necessary to carry out the intent of this Chapter.

A. The Office of Emergency Services shall be headed by the Deputy Director of Emergency Services who shall have the responsibility of the day to day administrative and operational functioning of the office.
B. Responsibilities and duties of the Deputy Directory of Emergency Services shall include but not be limited to:
    1. To develop a comprehensive County Emergency Plan and supporting emergency plans and/or annexes;
    2. To develop a viable emergency public information and warning program;

3. To conduct an ongoing analysis of risk hazards within the County and to develop recommendations for mitigation of identified hazards;
4. To establish and coordinate employee preparedness and emergency training activities for all County personnel, staff and officers;
5. To maintain current listings of emergency resources, supplies, equipment, and materials necessary to support emergency response and recovery activities within the County;
6. To conduct ongoing public emergency preparedness and education campaigns and programs to include all areas of the County;
7. To establish the designated County Emergency Operations Center (EOC) in an acceptable state of readiness;
8. To establish and maintain liaison with all County departments and agencies; all cities located within the County; the State Office of Emergency Services; appropriate Federal agencies; and to coordinate effective communications between all agencies regarding emergency matters;
9. To document all County actions and responses during an emergency and to prepare supporting documents detailing such actions;
10. To coordinate and conduct all day to day emergency management functions and activities as deemed appropriate by the Director of Emergency Services;
11. To provide appropriate advice and support to the Director of Emergency Services during any local emergency, state of emergency, or state of war emergency impacting Monterey County;
12. To perform in the capacity of acting Director of Emergency Services when the Director is unable or otherwise incapable of performing the duties of that office as provided for within this Chapter.

C. The Director of Emergency Services shall have the authority to procure and/or appoint the staff necessary to carry out the functions of the Office of Emergency Services as detailed within this Chapter and as mandated by the Director.

(ORD. 3471, 1990)

2.68.100 - EXPENDITURES.

Any expenditures made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants, property, and/or environment of or within the County of Monterey.

(ORD. 3471, 1990; ORD. 2355 § 9, 1977)

2.68.110 - PUNISHMENT OF VIOLATIONS.

It shall be a misdemeanor, punishable by a fine of not to exceed one thousand dollars ($1,000.00), or by imprisonment for a term not to exceed one year, or both, for any person, during a State of War Emergency, State of Emergency, or local emergency to:

A. Willfully obstruct, hinder, or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this Chapter, or in the performance of any duty imposed upon them by virtue of this Chapter;
B. Commit any act forbidden by any lawful rule or regulation issued pursuant to this Chapter, if such act is of such a nature as to give or be likely to give assistance to the enemy, or to imperil the lives or property of inhabitants of this County, or to prevent, hinder, or delay the defense or protection thereof;
C. Wear, carry, or display, without authority, any means of identification specified by the emergency agency of the State, this County or any city within this County.

(ORD. 3471, 1990; ORD. 2355 § 10, 1977)

2.68.120 - SEVERABILITY.

If any provision of this Chapter or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Chapter are declared to be severable.

(ORD. 3471, 1990

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- COUNTY OF MONTEREY OP AREA EMERGENCY OPERATIONS PLAN

ATTACHMENT 3 | SITUATION REPORT TEMPLATE

MONTEREY COUNTY

SITUATION REPORT (SitRep)

Active Event or Incident(s):	[EVENT NAME] (DR-####)
Type of Incident:	[ALERT TYPE]
Date Prepared:	1/12/2021 11:42 AM
Report #:	[REPORT NUMBER]
Terms and Conditions:	**FOR OFFICIAL USE ONLY**

LOCATION / MAP OF INCIDENT

SITUATION SUMMARY

(*Current Situation Summary Here*)

SUMMARY TOTALS			
Active Events:	Quantity	**Area Impacted:**	Choose an item.
Casualties/Fatalities:	Quantity	**Population Threatened:**	Quantity
Evacuations:	Quantity	**Structures Threatened:**	Quantity
Shelters Open:	Quantity	**Structures Destroyed:**	Quantity

THREATS

Alerts and Warnings	• [ALERT TYPE] [ALERT LEVEL] starting [START DATE] through [END DATE] for the [LOCATION] area. • [ALERT TYPE] [ALERT LEVEL] starting [START DATE] through [END DATE] for the [LOCATION] area.
Active Event or Incident(s) Summary	• [EVENT NAME] (DR-####) – [IC/UC AGENCY NAMES] • [EVENT NAME] (DR-####) – [IC/UC AGENCY NAMES] • [EVENT NAME] (DR-####) – [IC/UC AGENCY NAMES]
Specific Metrics	(*Area flooded, flood depth, total acres burned, number of aftershocks, etc.*)
Population Threatened	• [QUANTITY OF PEOPLE] *(Note: 3.3 persons per household)* in the [JURISDICTION] area. • [QUANTITY OF PEOPLE] *(Note: 3.3 persons per household)* in the [JURISDICTION] area. • [QUANTITY OF PEOPLE] *(Note: 3.3 persons per household)* in the [JURISDICTION] area. **Total Impacted: [QUANTITY]**

Jurisdictions	☐Carmel-by-the-Sea	☐Aromas	☐Del Monte Forest - Pebble Beach	☐Notleys Landing
	☐Del Rey Oaks	☐Asilmor	☐Elkhorn	☐Pajaro
	☐Gonzales	☐Big Sur	☐Fort Hunter Liggett	☐Parkfield
	☐Greenfield	☐Big Sur Village	☐Fort Ord	☐Pine Canyon
	☐King City	☐Boronda	☐Gorda	☐Plaskett
	☐Marina	☐Bradley	☐Jacks Peak Park	☐Prunedale
	☐Monterey	☐Bryson	☐Jolon	☐Robles Del Rio
	☐Pacific Grove	☐Carmel Highlands	☐Laguna Seca	☐San Ardo
	☐Salinas	☐Carmel Valley	☐Las Lomas	☐San Lucas
	☐Sand City	☐Castroville	☐Lockwood	☐Spreckels
	☐Seaside	☐Chualar	☐Lucia	☐Sycamore Flat
	☐Soledad	☐Corral de Tierra	☐Moss Landing	☐Tassajara Hot Springs

IMPACTS

Parcels/Structures	• [QUANTITY] Parcels • [QUANTITY] Structures
Fire Assets	• [NAME] [ADDRESS] • [NAME] [ADDRESS] • [NAME] [ADDRESS] • [NAME] [ADDRESS]
Law Enforcement Assets	• [NAME] [ADDRESS] • [NAME] [ADDRESS] • [NAME] [ADDRESS] • [NAME] [ADDRESS]
Hospitals/Clinics	• [NAME] [ADDRESS] • [NAME] [ADDRESS] • [NAME] [ADDRESS] • [NAME] [ADDRESS]
Nursing Homes	• [NAME] [ADDRESS] • [NAME] [ADDRESS] • [NAME] [ADDRESS] • [NAME] [ADDRESS]
County Facilities	• [NAME] [ADDRESS] • [NAME] [ADDRESS] • [NAME] [ADDRESS] • [NAME] [ADDRESS]
Schools	• [NAME] [ADDRESS] • [NAME] [ADDRESS] • [NAME] [ADDRESS] • [NAME] [ADDRESS]
Power / Electric / Utility / Water	• (*Click or tap here to enter text.)* • (*Click or tap here to enter text.)* • (*Click or tap here to enter text.)* • (*Click or tap here to enter text.)*

EVACUATIONS

Evacuations	[Choose Evacuation Terminology] for the following areas: [Insert Impacted Areas] [Choose Evacuation Terminology] for the following areas: [Insert Impacted Areas] [Choose Evacuation Terminology] for the following areas: [Insert Impacted Areas]
Shelters Open (include location and status)	• [SHELTER/FACILITY NAME]([ADDRESS]) – [RESPONSIBLE AGENCY] • [SHELTER/FACILITY NAME]([ADDRESS]) – [RESPONSIBLE AGENCY] • [SHELTER/FACILITY NAME]([ADDRESS]) – [RESPONSIBLE AGENCY]
Major Road Closures	(*Click or tap here to enter text.)*

DAMAGES

Structures Destroyed	• Quantity Structure Type • Quantity Structure Type • Quantity Structure Type
Extent of Damage	(*Click or tap here to enter text.)*
Communication Issues	(*Click or tap here to enter text.)*
Power / Electric / Utility / Water	(*Click or tap here to enter text.)*

WEATHER

PROCLAMATION / DECLARATION INFORMATION

	Date Issued	DR Number	Remarks
Proclamation	(Click or tap to enter a date.)		(Click or tap here to enter text.)
Declaration	(Click or tap to enter a date.)	[DR-####]	(Click or tap here to enter text.)

OA RESPONSE SUMMARY

Jurisdiction	EOC/DOC Status	Local Proclamation
Monterey County Op Area EOC	Choose an item.	☐
Monterey County Health Department DOC	Choose an item.	☐
Monterey County RMA/Public Works DOC	Choose an item.	☐
Monterey County Sheriff's Office DOC	Choose an item.	☐
Carmel-by-the-Sea	Choose an item.	☐
Gonzales	Choose an item.	☐
Greenfield	Choose an item.	☐
King City	Choose an item.	☐
Monterey Peninsula Regional EOC (Marina, Seaside, Del Rey Oaks)	Choose an item.	☐
Monterey	Choose an item.	☐
Pacific Grove	Choose an item.	☐
Salinas	Choose an item.	☐
Sand City	Choose an item.	☐
Soledad	Choose an item.	☐
CSUMB	Choose an item.	
Hartnell	Choose an item.	
MST	Choose an item.	

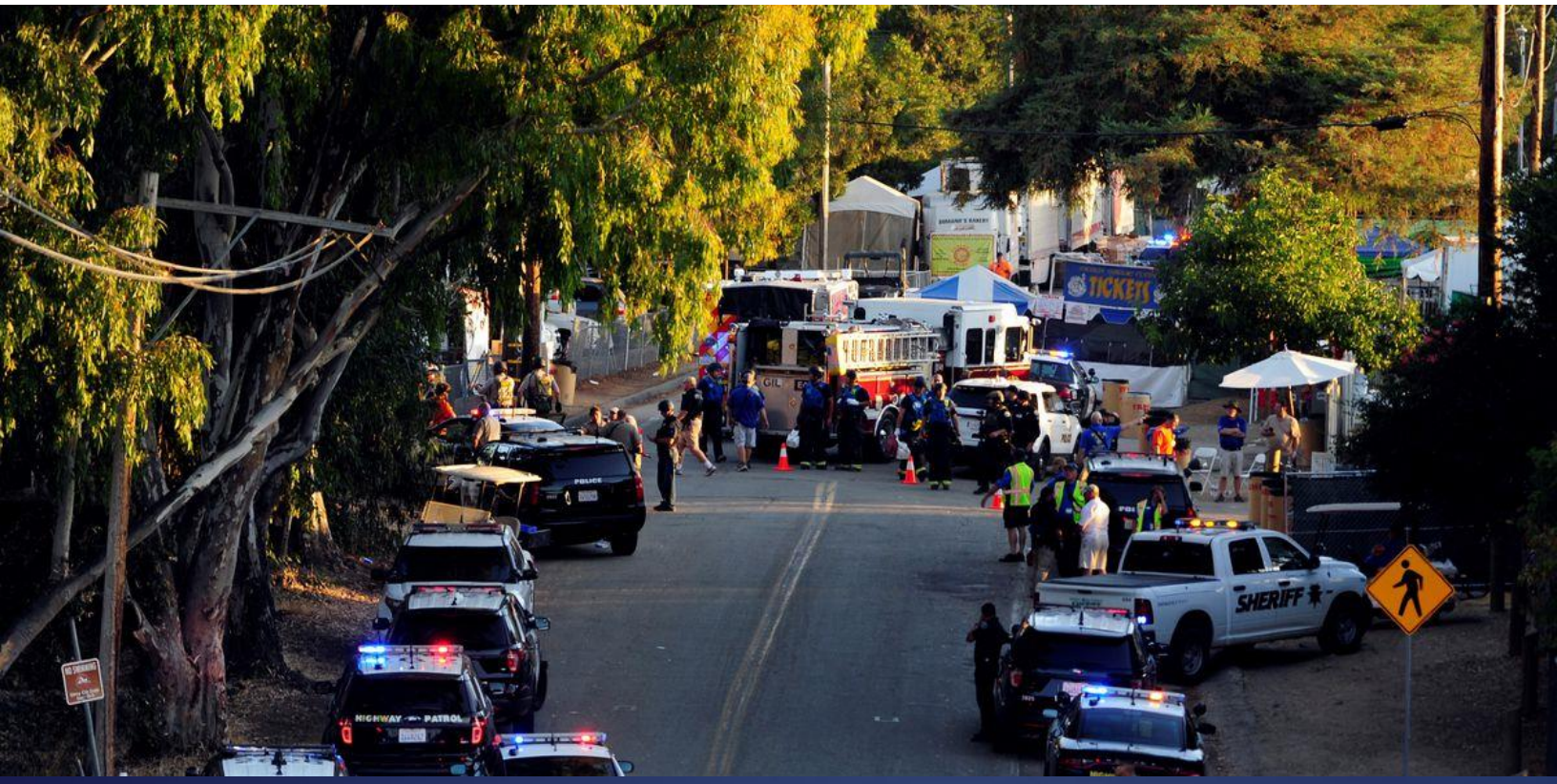
SIGNIFICANT EVENTS

*This is a timeline of International, domestic, and Local significant events related to COVID-19. All new information will be **highlighted at the top.***

- **[DATE] - (Click or tap here to enter text.)[Hyperlink URL to "More Information"]**
- [DATE] - (Click or tap here to enter text.)(Click or tap here to enter text.)
- [DATE] - (Click or tap here to enter text.)(Click or tap here to enter text.)
- [DATE] - (Click or tap here to enter text.)(Click or tap here to enter text.)
- [DATE] - (Click or tap here to enter text.)(Click or tap here to enter text.)
- [DATE] - (Click or tap here to enter text.)(Click or tap here to enter text.)
- [DATE] - (Click or tap here to enter text.)(Click or tap here to enter text.)
- [DATE] - (Click or tap here to enter text.)(Click or tap here to enter text.)

ATTACHMENT 4 | OA COORDINATION CALL AGENDA TEMPLATE

COUNTY OF MONTEREY
OPERATIONAL AREA



OA COORDINATION CALL AGENDA

[EVENT NAME]

[DATE]

MONTEREY COUNTY OFFICE OF EMERGENCY SERVICES

Gerry Malais, Emergency Manager
Fred Claridge, Emergency Services Planner
Kelsey Scanlon, Emergency Services Planner
Pat Moore, Emergency Services Planner
Lubna Mohammad, Community Resilience PLanner
Teresa Meister, Senior Secretary

1322 Natividad Rd, Salinas, CA
Info.oes@co.monterey.ca.us
Office: 831-796-1905
OES Duty Officer: 831-796-1920

It is the policy of the County of Monterey that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of race, religion, color, national origin, English proficiency, sex, age, disability, religion, sexual orientation, gender identity, or source of income. The County of Monterey also requires its contractors and grantees to comply with this policy

OA COORDINATION CALL AGENDA

OPERATIONAL PERIOD:		CALL #:	
DATE:		TIME:	
EVENT/PURPOSE:			
WEBEOC EVENT			

RESOURCES AND PRODUCTS

- NAME [LINK URL]

COOPERATORS

- ❑ Carmel-by-the-Sea
- ❑ City of Del Rey Oaks
- ❑ City of Gonzales
- ❑ City of Greenfield
- ❑ King City
- ❑ City of Marina
- ❑ City of Monterey
- ❑ City of Pacific Grove
- ❑ City of Salinas
- ❑ City of Soledad
- ❑ City of Seaside
- ❑ Sand City
- ❑
- ❑ CSUMB
- ❑ Hartnell College
- ❑ MPC
- ❑ Presidio of Monterey
- ❑ Naval Support Activity Monterey
- ❑ Fort Hunter Liggett
- ❑ Camp Roberts
- ❑ Cal Fire
- ❑ North County Fire
- ❑ Regional Fire
- ❑ Big Sur Fire Brigade
- ❑ Mid Coast Fire
- ❑ Cachagua Fire
- ❑ SPCA for Monterey County
- ❑ American Red Cross
- ❑ 211
- ❑ American Medical Response
- ❑ CAL OES
- ❑ California State Parks
- ❑ National Parks Service
- ❑ Los Padres NFS
- ❑ Pacific Gas and Electric
- ❑ Cal Trans
- ❑ Monterey Salinas Transit

OA COORDINATION CALL AGENDA

AGENDA

1. OPENING COMMENTS a. Conference Etiquette b. Duty Officer Number: c. WEBEOC Event Name	OES
2. IC UPDATE	
3. NATIONAL WEATHER SERVICE – OUTLOOK BRIEFING	NWS
4. OP AREA EOC UPDATE	OES
5. EMS AGENCY / MHOAC / CLINICS	EMS/MHOAC/ CLINICS
6. HEALTH AND LONG-TERM CARE FACILITIES	MCHD
7. SHELTERING OPERATIONS	Ops Section
8. MUNICIPAL JURISDICTION/SCHOOL REPORTS/QUESTIONS • Status • Priorities • Unmet Needs	Cooperators List
9. FIRE & LE REPORTS/QUESTIONS	Cooperators List
10. SUPPORTING COUNTY AGENCY REPORTS/QUESTIONS	Cooperators List
11. STATE COOPERATOR REPORTS/QUESTIONS	Cooperators List
12. MILITARY COOPERATOR REPORTS/ QUESTIONS	Cooperators List
13. NEXT COORDINATION CALL	OES

ACTION ITEMS / NOTES

DESCRIPTION	RESPONSIBILITY	DEADLINE

ATTACHMENT 5 | AFTER-ACTION REPORT FORM

MONTEREY COUNTY OPERATIONAL AREA

[EVENT NAME]

After-Action Report

[Date]

Part I Incident Overview

Event Name	**Event Name (FEMA DR-###)**
Event Type	Choose an item.
Threat or Hazard	Choose Hazard
Incident Start	Click or tap to enter a date.
Incident End	Click or tap to enter a date.
Proclamation of Local Emergency	Click or tap to enter a date.
WebEOC Event	Click or tap here to enter text.
Reporting Agency	Agency Name
Agency Type	Choose an item.
CalOES Administrative Region	Coastal Region
Incident Summary	

Form Completion		**CalOES USE ONLY**	
Name:		Date Received:	Click or tap to enter a date.
Agency:		Received By:	
Phone:			
Email:			
Report Due Date:	Click or tap to enter a date.		
Date Completed:	Click or tap to enter a date.		

INCIDENT TIMELINE

DATE	TIME	DESCRIPTION	NOTES

OP AREA EOC SIGNIFICANT EVENTS

DATE	TIME	DESCRIPTION	NOTES

PART II SEMS FUNCTIONS EVALUATED

SEMS FUNCTIONS	TOTAL PARTICIPANTS	EVALUATION	CORRECTIVE ACTION REQUIREMENTS: (Check to indicate corrective actions required)				
			Planning	Training	Personnel	Equipment	Facilities
Management:	Click or tap here to enter number of participants.	Choose an item.	☐	☐	☐	☐	☐
Command (Field)	Click or tap here to enter number of participants.	Choose an item.	☐	☐	☐	☐	☐
Operations:	Click or tap here to enter number of participants.	Choose an item.	☐	☐	☐	☐	☐
Planning/ Intelligence:	Click or tap here to enter number of participants.	Choose an item.	☐	☐	☐	☐	☐
Logistics:	Click or tap here to enter number of participants.	Choose an item.	☐	☐	☐	☐	☐
Finance Administration:	Click or tap here to enter number of participants.	Choose an item.	☐	☐	☐	☐	☐
Other Participants:	Click or tap here to enter number of participants.						
Grand Total:	Click or tap here to enter TOTAL number of participants.						

PART III - AFTER ACTION REPORT QUESTIONNAIRE

Complete this questionnaire for all functional or full-scale exercises, and actual INCIDENTS. Responses to questions 18-26 should address areas identified as "needing improvement and corrective action" in Part I, as well as any "No" answers given to questions 1-17 below:

QUESTION:	YES	NO	N/A
1. Were procedures established and in place for response to the incident?	☐	☐	☐
2. Did your jurisdiction organize the response using established procedures?	☐	☐	☐
3. Did field command use ICS to manage field response?	☐	☐	☐
4. Did field command use all ICS Sections?	☐	☐	☐
5. Did field command establish a Unified Command?	☐	☐	☐
6. Was your EOC and/or DOC activated?	☐	☐	☐
7. Was the EOC and/or DOC organized according to SEMS?	☐	☐	☐
8. Did your jurisdiction assign sub-functions in the EOC / DOC around the five SEMS functions?	☐	☐	☐
9. Did your jurisdiction use trained response personnel in the EOC / DOC?	☐	☐	☐
10. Did your jurisdiction use action plans in the EOC / DOC?	☐	☐	☐
11. Did field level personnel use action-planning processes?	☐	☐	☐
12. Did your jurisdiction coordinate with volunteer agencies?	☐	☐	☐
13. Did your jurisdiction request and receive Mutual Aid?	☐	☐	☐
14. Was Mutual Aid coordinated from the EOC / DOC	☐	☐	☐
15. Did your jurisdiction establish an inter-agency coordination group established at the EOC / DOC level?	☐	☐	☐
16. Did your jurisdiction conduct public alert and warning according to procedures?	☐	☐	☐
17. Did your jurisdiction coordinate public safety and incident information media?	☐	☐	☐

18. During your response, was there any part of SEMS that did not work for your agency? If so, how would (did) you change the system to meet your needs? Click or tap here to enter text.
19. As a result of your response, are any changes needed in your plans or procedures? Please provide a brief explanation: Click or tap here to enter text.
20. Identify any specific areas not covered in the current SEMS Approved Course of Instruction or SEMS Guidelines. Click or tap here to enter text.
21. Did your jurisdiction identify any issues for people with access and functional needs during sheltering, evacuation, alert and warning or access to assistance centers? If so, provide a brief explanation. Click or tap here to enter text.
22. Did your jurisdiction identify any issues during coordination with any Emergency Function (EF)? If so, provide a brief explanation including the EF number and the issue. Click or tap here to enter text.
23. Did your jurisdiction use volunteers during this incident or event? If so, please elaborate on the activities performed and any organizational affiliation if any. Click or tap here to enter text.
24. Did your jurisdiction establish shelters during this incident of event? If so, how many shelters? Click or tap here to enter text.
25. Did your jurisdiction identify any issues during this incident of event regarding pets or livestock? Please elaborate what the issues were and what actions your jurisdiction took to resolve the issues. Click or tap here to enter text.
26. Did your jurisdiction establish an assistance center? Click or tap here to enter text.

PART IV - NARRATIVE

Use the space below to provide additional comments pertaining to Part III questions 18-26, or for any additional observations:

PART V- RESPONSE SUMMARY

State and local agencies response activities chart

The following chart summarizes the wide array of activities that local and state agencies/departments performed during the *(Name of Incident)*. It reflects the various mutual aid systems (fire and rescue, law enforcement, medical), as well as other state response capabilities.

Note: Agencies and organizations not required to provide specific information on personnel and equipment deployment. However, if available, include the information in the matrix. N/A= data not available, not submitted.

Agency/Dept.	**Period of Commitment**	**Personnel**	**Equipment**
Name of State or Local Agency			
Activities:			
Agency/Dept.	**Period of Commitment**	**Personnel**	**Equipment**
Name of State or Local Agency			
Activities:			
Agency/Dept.	**Period of Commitment**	**Personnel**	**Equipment**
Name of State or Local Agency			
Activities:			

PART VI - RECOVERY SUMMARY

Agency/Dept.	Period of Commitment	Personnel	Equipment
Name of State or Local Agency			
Activities:			
Agency/Dept.	**Period of Commitment**	**Personnel**	**Equipment**
Name of State or Local Agency			
Activities:			
Agency/Dept.	**Period of Commitment**	**Personnel**	**Equipment**
Name of State or Local Agency			
Activities:			
Agency/Dept.	**Period of Commitment**	**Personnel**	**Equipment**
Name of State or Local Agency			
Activities:			
Agency/Dept.	**Period of Commitment**	**Personnel**	**Equipment**
Name of State or Local Agency			
Activities:			

STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

AFTER-ACTION REPORT INSTRUCTION SHEET

REASONS FOR COMPLETING THIS FORM:

[Note: Pursuant to §2450(a), Chapter 1, Division 2, Title 19 CCR, "any city, city and county declaring a local emergency for which the governor proclaims a state of emergency, and any state agency responding to that emergency, shall complete and transmit an after-action report to OES within ninety (90) days of the close of the emergency period as specified in CCR, Title 19, §2900(j)."]

Beyond the statutory requirement for after-action reports, information collected through this process is important for the California Governor's Office of Emergency Services in ensuring the effectiveness of the Standardized Emergency Management System. Information can also demonstrate grant performance activity associated with FEMA training and exercise programs; thus providing justification for future grant funded emergency management programs for California.

Affiliated agencies such as contract ambulance companies, volunteer agencies to include the American Red Cross and Salvation Army, and any other agency providing a response service during an actual occurrence or functional or full-scale exercise should complete this form.

PART I – GENERAL INFORMATION:

Please fill this information out completely. Check all boxes that apply. The following information provides additional clarification:

- **TYPE OF AGENCY:** If "other," indicate volunteer, contract, private business, etc.
- **DATES OF EVENT:** Beginning date is the date your agency first became involved in the response to the event or exercise. Ending date is the date the response phase or exercise officially ended.
- **TYPE OF EVENT:** Planned events are parades, demonstrations, or similar occurrences.

PART II – SEMS FUNCTIONS EVALUATED:

- **SEMS FUNCTION:** Descriptors under the principal SEMS functions (Management, Command, Operations, Planning/Intelligence, Logistics, and Finance Administration) are examples only. We recognize that terminology describing the elements of an "Operations Function" may vary according to the type of agency. Provide clarification in Parts III and IV, if necessary.

- **TOTAL PARTICIPANTS:** All participants in each principal SEMS function. It is not necessary to itemize the number participating in each element under the principle function.

PART II – SEMS FUNCTIONS EVALUATED:

- **EVALUATION:** If all elements of principal SEMS function were generally satisfactory, circle (S). If you noted deficiencies, circle (NI).
- **CORRECTIVE ACTION:** If you circled (NI) under EVALUATION, indicate whether the corrective action pertains to "planning, training, personnel…" etc. Further clarification should be provided in Part II, Questions 18-26, and Part III Narrative as desired.
- **OTHER PARTICIPANTS:** This box generally applies to exercises. Please indicate the total number of exercise staff, i.e.: controllers, simulators etc., and any community volunteers (simulated victims, moulage, etc.), in the parenthesis. Add this number to the Grand Total box.

PART III – AFTER ACTION REPORT QUESTIONNAIRE:

- **QUESTIONS 1-17:** Answer "YES, NO, or N/A (Not applicable)".
- **QUESTIONS 18-26:** Responses to these questions should address areas identified as "N/I" or requiring "Corrective Action," in Part I; as well as any "NO" answers given to questions 1-19.

PART IV – NARRATIVE:

This is optional space provided for further clarification and information relating to Parts II &

II.

- **FORM COMPLETED BY:** Please print your name legibly in the space provided.
- **REPORT DUE DATES:** Please indicate the due date (Ninety days from the end of the response phase, or completion of the exercise).
- **DATE COMPLETED:** The actual date the report is completed and sent to OES.

PART V – RESPONSE SUMMARY:

This is an optional space for field level response activities if the information is available.

PART VI – RECOVERY SUMMARY:

This is an optional space for field level recovery activities if the information is available.

Please forward completed reports to Cal OES at SharedMail.CalAAR@CalOES.ca.gov. If you have questions or need further assistance, please contact Scott Marotte at call (916) 845-8780. Agencies are encouraged to maintain copies of this report on file for recordkeeping purposes.

COUNTY OF MONTEREY

OPERATIONAL AREA

EMERGENCY OPERATIONS PLAN

ANNEX | FAMILY ASSISTANCE PLAN

SEPTEMBER 2020

MONTEREY COUNTY OFFICE OF EMERGENCY SERVICES

GERRY MALAIS, EMERGENCY MANAGER

FRED CLARIDGE, EMERGENCY SERVICES PLANNER

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TERESA MEISTER, SENIOR SECRETARY

O:\OES\Plans - Monterey County OES\1 B1 Monterey County Op Area Emergency Operations Plan (EOP)\2) Current_Emergency_Operations_Plan_EOP

1322 NATIVIDAD RD, SALINAS, CA

INFO.OES@CO.MONTEREY.CA.US

831-796-1905

IT IS THE POLICY OF THE COUNTY OF MONTEREY THAT NO PERSON SHALL BE DENIED THE BENEFITS OF OR BE SUBJECTED TO DISCRIMINATION IN ANY CITY PROGRAM, SERVICE, OR ACTIVITY ON THE GROUNDS OF RACE, RELIGION, COLOR, NATIONAL ORIGIN, ENGLISH PROFICIENCY, SEX, AGE, DISABILITY, SEXUAL ORIENTATION, GENDER IDENTITY, OR SOURCE OF INCOME. THE COUNTY OF MONTEREY ALSO REQUIRES ITS CONTRACTORS AND GRANTEES TO COMPLY WITH THIS POLICY.

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PLAN OVERVIEW

Objective	To guide a coordinated response in the Monterey County Operational Area (OA) to provide Family Assistance in the aftermath of a disaster or emergency. The assistance includes establishing a Family Assistance Center (FAC) which is a safe, secure and supportive environment to serve as a centralized location to provide family assistance, , information about missing or unaccounted for persons and the deceased, and access to services in the immediate aftermath as well as for longer term recovery.
Authority	
Requirements	
Reference	
Hazards Addressed	All-Hazards; Any hazard resulting in the displacement of mass quantities of people and need for reunification; Active Shooter Events, School or Campus Events, Aviation or Rail Disasters.
Approval	This Annex shall be submitted to the Disaster Council for review and comment and shall take effect upon adoption by resolution of the Board of Supervisors.
Updates	This Annex is updated every 3 years; This is the first iteration of this plan, none other supersedes it.
Requirements Checklist	None
Website	https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/office-of-emergency-services/plans

1. INTRODUCTION

THE MONTEREY COUNTY OPERATIONAL AREA EMERGENCY OPERATIONS PLAN: ANNEX N: FAMILY ASSISTANCE IS INTENDED TO COORDINATE AND DEFINE ROLES AND PROCEDURES FOR, 1) THE SAFE, TIMELY, AND EFFECTIVE REUNIFICATION OF FAMILIES AFTER A DISASTER; 2) PROVIDE APPROPRIATE AND TIMELY MENTAL HEALTH, SPIRITUAL, PUBIC HEALTH, VICTIM ASSISTANCE, AND RECOVERY SERVICES THAT ARE TAILORED FOR THE NEEDS OF THOSE IMPACTED; 3) PROVIDE SUPPORT AGENCIES WITH THE ABILITY TO PROVIDE A CONSISTENT AND COORDINATED RESPONSE TO VICTIMS AND FAMILIES BY CENTRALIZING THE FLOW OF INFORMATION AND SERVICES AND ASSIGNING RESPONSIBILITIES TO SPECIFIC RESPONSE AGENCIES.

A precipitating event can include an act from natural causes or an intentional act. They may involve:

- Earthquake, Fire, Tsunami
- Mass Transportation disasters
- School Shooting or Other Act of Violence at a school;
- Mass Causality Incident at a Public Event
- Other events that require the evacuation of groups of people and the need for reunification with family/caregivers and/or assistance in the forms provided herein described,

This annex covers the following areas:

- Provides guidance in the management of resources and coordination of multiple partner entities and agencies,
- Identifies procedures for determining an appropriate location for family assistance center(s).
- Identifies procedures for safe and orderly reunification.
- Identifies procedures for providing assistance and access to services to those impacted.

2. PURPOSE, SCOPE, OVERVIEW, AND ASSUMPTIONS

RESIDENTS OF MONTEREY COUNTY LIVE WITH THE POTENTIAL FOR DISASTERS AND LARGE EMERGENCIES THAT REQUIRE THE REUNIFICATION OF DISASTER VICTIMS WITH FAMILY AND FRIENDS. THESE SAME INCIDENTS NECESSITATE THE DELIVERY OF MANY FORMS OF ASSISTANCE AND ACCESS TO SERVICES IN A CENTRALIZED LOCATION TO ALL INVOLVED. THE PROVIDERS OF THE ASSISTANCE AND SERVICES ORIGINATE FROM LOCAL, STATE, FEDERAL, AND NON-GOVERNMENTAL AGENCIES AND ENTITIES. ACCESSING THESE VARIED SERVICES AT A COMMON LOCATION AND IN AN ORGANIZED AND EFFICIENT MANNER IS INTEGRAL TO RECOVERY.

2.1 PURPOSE

Disasters and emergencies that involve the potential for large scale evacuations, injuries, loss of life and loss of property require a coordinated response in order to:

1. PROVIDE FOR THE SAFE AND ORGANIZED REUNIFICATION OF FAMILIES.
2. PROVIDE A SECURE AND PRIVATE PLACE FOR FAMILIES TO GATHER AND RECEIVE INFORMATION ABOUT THE PROCESS OF REUNIFICATION AND IDENTIFICATION OF VICTIMS AND DECEDENTS.
3. PROVIDE FOR THE PROVISIONING AND DELIVERY OF SERVICES IN THE IMMEDIATE AFTERMATH AS WELL AS LONG FOR LONG TERM RECOVERY.
4. ADDRESS NEEDS FOR INFORMATION, PSYCHOLOGICAL, SPIRITUAL, MEDICAL, AND RECOVERY FOR THOSE IMPACTED BY THE EMERGENCY OR DISASTER.
5. SAFEGUARD THE PRIVACY OF THOSE INVOLVED.
6. PROVIDE THE PUBLIC AND MEDIA INFORMATION WHEN NEEDED AND REQUIRED.

The terms Family Assistance Center (FAC) and Local Assistance Center (LAC) refer to interchangeable terms depending on the needs following a disaster or emergency. While the goal of this plan is to be widely applicable and address most deployments of a Family Assistance Center there are types of incidents that will require specific and potentially different response action.

Criminal incidents at schools that necessitate reunification will initially fall under the plan derived from the Monterey County Office of Education or individual school district. Appendix J, School Related Emergencies and Disaster, provides guidance for response.

Additionally, federal legislation requires that the management of a Family Assistance Center fall under the jurisdiction of a federal agency when the disaster involves certain transportation disasters, such as a railway or commercial airline disaster. Some disasters and emergencies will not require reunification; however, the recovery process will benefit from a centralized location to seek and access services.

2.2 GOALS

This Annex is intended to provide guidance on the processes and procedures established for providing Family Assistance after a disaster or large emergency and for the establishment of Family Assistance Centers within the Monterey County Operational Area. The following are the goals and objectives of this Annex:

- **GOAL 1:** Prepare the Monterey County Operational Area (OA) for the management of one or more Family Assistance Center(s).
- **GOAL 3:** Identify the roles and responsibilities of agencies and organizations likely to be involved.
- **GOAL 4:** Provide guidance to the County of Monterey and its cities on all matters involving family reunification and assistance during and after a disaster
- **GOAL 5:** Support Incident Command, Standardized Emergency Management System (SEMS) as well as National Incident Management System (NIMS).
- **GOAL 6:** Outline the process to provide a private and secure place for families to gather and to reunify, receive information and support services as necessary.
- **GOAL 7:** Specify the informational, psychological, spiritual, medical and recovery needs of victims and families who will require reunification or assistance in the immediate aftermath of a disaster.
- **GOAL 8:** Minimize the potential for confusion and misinformation in the reunification process.
- **GOAL 9:** Create an understanding of the roles and responsibilities of individuals, NGOs, private sector agencies, and governmental agencies in response to an incident.
- **GOAL 10:** Minimize the potential for misinformation and confusion through the release of appropriate information to the public and media.

2.3 OBJECTIVES

- **OBJECTIVE 1:** Establish procedures for activating and deactivating this Annex;
- **OBJECTIVE 2**: Provide for the management of Family Assistance Centers.
- **OBJECTIVE 3:** Provide a framework for Family Assistance Centers including command and control, communications, response coordination, resource management, and emergency response operations.
- **OBJECTIVE 4:** Provide accurate and timely information to the family and friends of victims and the missing, regarding the incident.
- **OBJECTIVE 5:** Provide the Emergency Operations Center with a mechanism to coordinate efforts between law enforcement, medical, disaster recovery, and coroner personnel to facilitate the identification of victim, their status and client notification.
- **OBJECTIVE 6:** Provide emotional support and spiritual care services those seeking such assistance.
- **OBJECTIVE 7:** Facilitate the provision of recovery services based on the type of incident and available resources.

2.4 ASSUMPTIONS

2.4.1 OVERALL KEY ASSUMPTIONS:

- For purposes of this document, the terms "family," "friends," and "relatives" are used to refer to those people who have a relationship to a person involved in, or missing as a result of, the disaster or emergency. Although these terms have slightly different meanings, they are used interchangeably throughout the document. When referring to those family, friends, and/or relatives who have reported to the Family Assistance Center for services, the term "client" may also be used.
- The terms Family Assistance Center (FAC) and Local Assistance Center (LAC) can be interchangeable and used based on the nature of the disaster or emergency and needs related to reunification (if any) and recovery.
- Reunification and Assistance services probably will be needed in some capacity after nearly every disaster incident or large-scale emergency.
- In small incidents, the event may be managed entirely at the local level
- In large or catastrophic incidents, reunification and assistance needs may exceed the resources and capability of any one agency, organization or jurisdiction, requiring a combination of resources provided by all entities within the Monterey County Operational Area as well as Federal and State government, NGOs, and the private sector.
- Some incidents may not require reunification but families and victims will benefit from the coordinated

response and access to the services provided at a Family Assistance Center.

- Reunification activities may begin immediately following a precipitating event and transition into the Family Assistance process at the direction of the Incident Commander.
- Family Assistance Centers will be part of a larger emergency response, requiring coordination and information sharing among multiple organizations and agencies
- Reunification and assistance functions taking place during an emergency may necessitate parts of this plan to be implemented before others.
- All actions described and assistance outlined in this plan will not necessarily be completed during every event nor is every activity that may be required described in this plan. Agencies and organizations listed herein, and other response partners will use judgment and discretion to determine the most appropriate actions at the time of the incident.
- Failure to conduct proper reunification and assistance will erode the public's faith and trust in the response efforts.
- Agencies and organizations responsible for the temporary care of children (educational, childcare, medical, foster care, juvenile justice, and recreational facilities) will already have established clearly identified roles and processes for reunification of children separated from parents or family as a result of disaster.
- Family reunification and assistance could involve the identification of deceased, notification of death of next of kin, and other antemortem data collection as outlined in Monterey County Emergency Operation Plan, Annex T -Catastrophic Incident Mass Fatality Plan.
- The need for a reunification services may last hours and days while the need for a family assistance may last weeks and even months.
- Not all family members will go to a Family Assistance Center. Services may need to be available virtually to support and provide information to those that are not physically on site.
- The National Transportation Safety Board (NTSB) will be the lead agency for coordinating family assistance operation following air carrier and passenger rail accident involving a major loss of life (per 49 USC 1136 and 1139).
- The FBI Office of Victim Assistance will participate in family assistance operations for federal crimes.
- The intensity of working with people with trauma-related symptoms adds to the risk of secondary traumatization. Secondary traumatization is a trauma-related stress reaction and set of symptoms resulting from exposure to another individual's traumatic experiences rather than from exposure directly to a traumatic event. The use of Critical Incident Stress Management (CISM) teams and Critical Incident Stress Debriefings (CISD) should be considered.

2.4.2 PUBLIC COMMUNICATIONS KEY ASSUMPTIONS:

- Public and media will have intense interest in any event where family reunification and family assistance is required.
- The media is a vital part of disseminating information regarding the reunification process as well as the delivery of assistance to those impacted.
- Emergency agencies within the Monterey County Operational Area will be inundated with calls from the public and media, interfering with the ability of those who need to contact the agencies for emergency response.
- A call center may need to be activated as soon as possible to systematically collect missing persons information in a disaster or emergency where the number of fatalities and missing is unknown.
- A transparent and open process that respects the privacy of those involved is essential if trust is to be established between the authorities and the families of the missing and deceased.
- Speculative information (accurate and inaccurate), including about the identity of decedents, will spread quickly via social media.
- While media will not generally be allowed in a Family Assistance Center space will need to be provided nearby for media briefings and for family members who do wish to speak to the media.
- Large media presence will necessitate implementing a plan for an onsite PIO and regular press briefings

2.5 RELEVANT PLANS

Several Monterey County Emergency Operations Annexes overlap with this Family Assistance Annex (Annex N) They include:

- Monterey County Emergency Operation Plan, Annex B - Care and Shelter
- Monterey County Emergency Operation Plan, Annex T -Catastrophic Incident Mass Fatality Plan
- Monterey County Emergency Operation Plan, Annex U - Catastrophic Earthquake Mass Transportation / Evacuation Plan

These annexes are complimentary to and consistent with the Family Assistance Annex (Annex N) and speak to their own requirements and unique planning needs. The Family Assistance Annex (Annex N) is consistent with the Monterey County Emergency Operations Plan (EOP).

3. CONCEPT OF OPERATIONS

THE CONCEPT OF OPERATIONS (CONOPS) SECTION OF THIS ANNEX EXPLAINS LEADERSHIP INTENT WITH REGARD TO AN EMERGENCY RESPONSE OPERATIONS FOR FAMILY ASSISTANCE AND FOR THE DEPLOYMENT AND MANAGEMENT OF A FAMILY ASSISTANCE CENTER (FAC).

FAMILY ASSISTANCE CENTERS ENCOMPASS THREE GENERAL TYPES OF SERVICES THAT VICTIMS AND FAMILIES OF THOSE INVOLVED IN DISASTERS AND EMERGENCIES RECEIVE:

1. **REUNIFICATION AND INFORMATION,** IN ADDITION TO THE REUNIFICATION OF A FAMILY MEMBER(S) THIS ALSO INCLUDES, PROVIDING UPDATES REGARDING INCIDENT RECOVERY EFFORTS AND NOTIFYING FAMILIES WHETHER THE VICTIM IS A DECEDENT, TRANSPORTED TO A HOSPITAL, OR STILL MISSING.
2. **HUMAN SERVICES** WHICH ARE BASED ON THE NATURE AND EXTENT OF THE DISASTER AND CAN INCLUDE EMOTIONAL SUPPORT, SPIRITUAL CARE, HEALTH AND SOCIAL SERVICES, RECOVERY EFFORTS FOR HOME AND BUSINESS NEEDS, AND OTHER SERVICES AS ARE NECESSARY AND AVAILABLE.
3. **DISASTER RECOVERY ASSISTANCE** PROGRAMS AND SERVICES ARE OFFERED AS RESOURCE TO THE COMMUNITY IN THE RECOVERY PHASE.

The Concept of Operations is contained in the following sections:

- ACTIVATION
- RESPONSE OPERATIONS
- DEMOBILIZATION

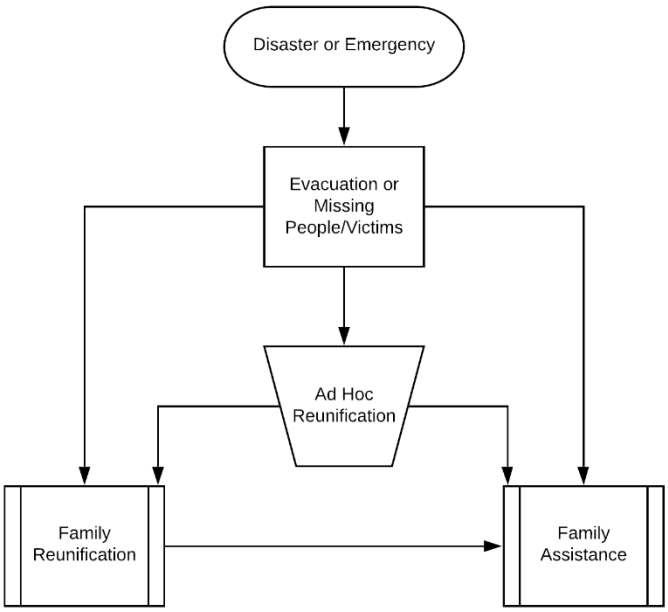
3.1 MULTIPLE ROLES AND EVOLUTION OF RESPONSE

A Family Assistance Center (FAC) have multiple and evolving roles. The nature of the precipitating event will determine the response that is initially deployed. A Family Assistance Center focusing on reunification can be deployed in the initial hours after a disaster or emergency to facilitate the reunification efforts as we well as provide the services required to support those reunification efforts.

The reunification process may increase in scope and time requiring a longer-term response from IC/UC and the agencies and entities providing services. This may include the addition of long-term recovery assistance and services. In that case, as well as in the case where Incident/Unified Command determines that a Family Assistance Center with a broader contribution of assistance from entities and agencies is required, those additional resources can be deployed in a role traditionally referred to as a Local Assistance Center.

It is possible that there will be a need for more than one center. One focused on reunification efforts and another focused on assistance and recovery efforts. These centers can be in a separate geographic location based on the disaster and need. Incident Command (IC) or Unified Command (UC) will determine the response that is initially deployed and any changes or additional Centers that may be necessary.

TABLE X: FAC FLOWCHART



3.2 ASSISTANCE CENTER MODELS

3.2.1 FAMILY ASSISTANCE CENTER OPERATIONS (RESPONSE)

A Family Assistance Center will be part of a larger emergency response, requiring coordination and information sharing among multiple organizations and agencies with the Monterey County Operational Area (OA.). The family assistance functions are managed and coordinated through each phase of emergency management, Mitigation, Preparedness, Response, and Recovery. Reunification and Assistance Operations are provided by local agencies, county departments, voluntary organizations, and the private sector within the Monterey County Operational Area (OA) at physical site.

3.2.2 LOCAL ASSISTANCE CENTER OPERATIONS (RECOVERY)

A form of a Family Assistance Center referred to as a Local Assistance Center (LAC) can be established to provide a "one-stop shop" for information and resources to assist disaster victims. The mission of the LAC is to assist communities by providing a centralized location for an array of services, access to potential service providers, and resource referrals in the affected area. The LAC also serves to continue regular government services when normal systems have been disrupted

3.2.3 VIRTUAL OPERATIONS

In the event of activating and deploying a Family Assistance Center (FAC), it is possible that not all family members will be able to travel to the physical FAC location. In such situations, it will be necessary to establish a virtual presence to meet their needs. In certain situations, it may also be unsafe to have people congregate in a public location because of the risk of further spreading illness. These situations also necessitate the establishment of a virtual FAC that will provide different services including information sharing and information collection.

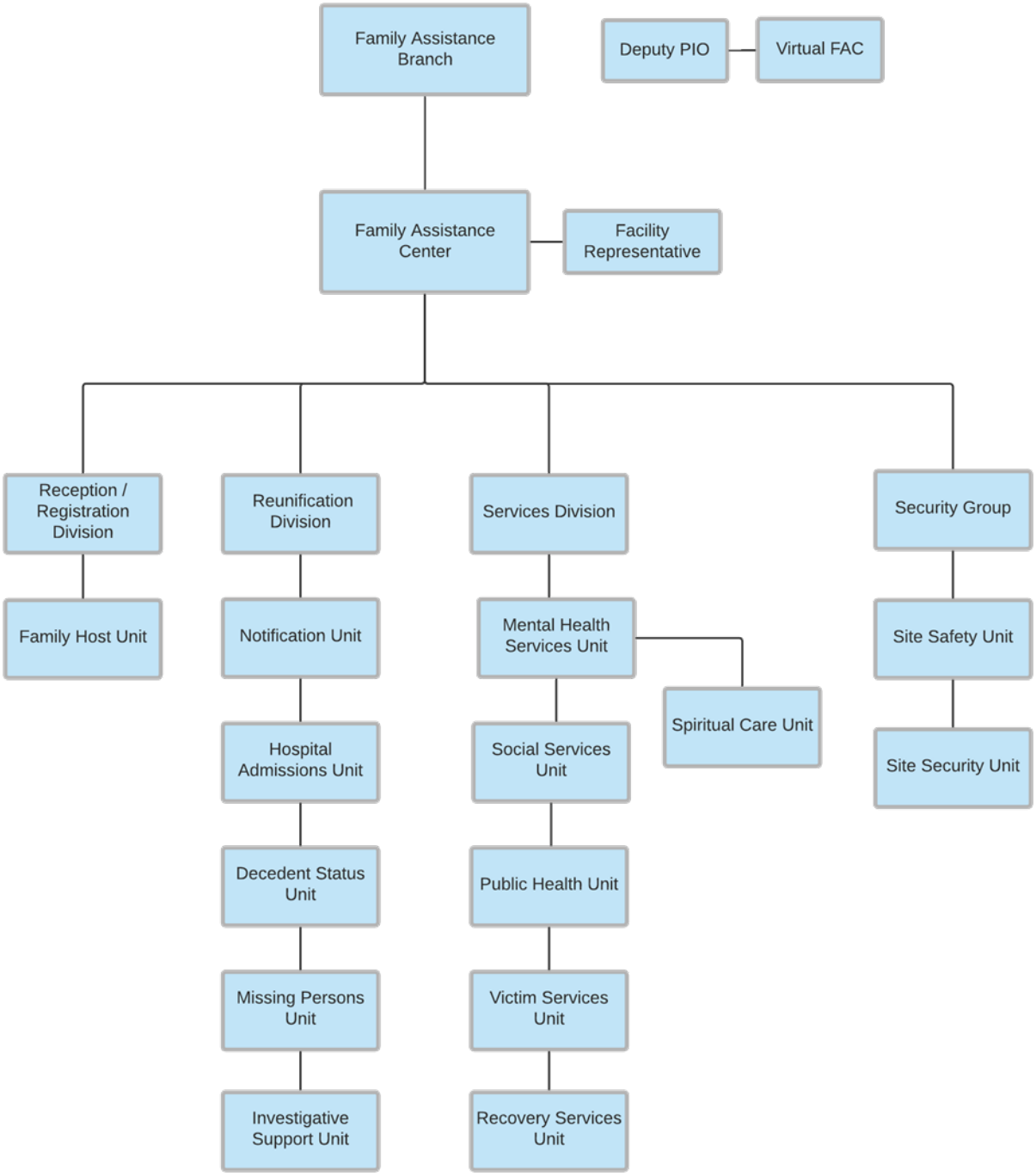
Establishing a virtual FAC will involve setting up a call center presence (ex. 211 Monterey County) in combination with an online-information page. Both interfaces will be used to connect FAC personnel and non-travelling family members.

Virtual FAC operations can be vital in providing information, comfort, and support. A virtual FAC can link families to crisis counselors who will provide emotional and spiritual support, as well as information and referrals to help them navigate the process needed to reunification and recovery.

Many components of a virtual FAC will be similar to physical FAC operations. The virtual FAC will be operated as long as necessary to meet the needs of the affected families and may be deployed much longer than the physical presence of a FAC.

The Public Information Officer will coordinate establishment of a virtual FAC.

3.3 ORGANIZATION



3.4 ROLES AND RESONSIBILITES

POSITION / UNIT	MISSION	RECOMMENDED SOURCE
Family Assistance Branch Director	The Family Assistance Branch Director is responsible for the overall management of the Family Assistance Center (FAC), to include the development and implementation of strategic goals and objectives, and approval and release of resources. The Family Assistance Branch Director or designee coordinates with the Facility Liaison regarding the use of the facilities for the FAC	Activating Entity's Incident Command or Monterey County Operational Area resource
Deputy Public Information Officer (if assigned to FAC	The Deputy Public Information Officer (PIO) assigned to the FAC is responsible for communicating with the public, media, and/or coordinating with other agencies, as necessary, with incident related information requirements. The Deputy PIO is responsible for developing and releasing information about the FAC to the news media, incident personnel, and other appropriate agencies and organizations. Deputy PIOs should not change from day to day. The PIO may have assistants, as necessary, including supporting PIOs representing other responding agencies or jurisdictions.	Activating entity's PIO or Monterey County Operational Area resource
Deputy Liaison Officer **(if assigned to FAC)**	The Deputy Liaison Officer is the point of contact for representatives of other government agencies, NGOs, and/or the private sector (with no jurisdiction or legal authority) to provide input on their agency's policies, resource availability, and other incident related matters. The Liaison Officer may have assistants as necessary, and the assistants may also represent assisting agencies or jurisdictions.	Activating Entity's staff or Monterey County Operational Area resource

POSITION / UNIT	MISSION	RECOMMENDED SOURCE
Facility Representative	The Facility Representative is a person(s) designated by the host facility to coordinate with FAC operation.	Host facility staff
Client Briefing Facilitator	The Client Briefing Facilitator is responsible for organizing and conducting all Client Briefings. The Client Briefing Facilitator will coordinate with the PIO and/or other sources as necessary to maintain up-to-date information to provide to clients. The Client Briefing Facilitator's mission is to deliver timely information to clients in a caring, comforting manner that is sensitive to clients' emotional conditions.	Suggestions include the PIO or Monterey Behavioral Health
Reception and Registration Unit	The Reception and Registration Unit is responsible for coordinating client registration operations. The Unit is responsible for ensuring registration of clients and FAC staff. If badging is implemented, the Reception and Registration Unit coordinates badging operations. This includes verifying client identification and ensuring that clients requesting accommodations receive appropriate access to services, waiting area assignments, and FAC forms. The Reception and Registration Unit maintains a database of all clients and staff that arrive to the FAC.	Monterey County Department of Social Services
Family Host Unit	The Family Host Unit provides a compassionate host for clients, ensures that clients are aware of the available services at the FAC, and that requests are tracked and addressed. Family Hosts provide assistance with form completion and ensure that clients have access to needed logistical resources (e.g., a place to sit, refreshments, etc.). Ideally 1 Host per family.	Monterey County Department of Social Services or American Red Cross and other NGOs

POSITION / UNIT	MISSION	RECOMMENDED SOURCE
Reunification Division	The Reunification Division is responsible for coordinating the reunification efforts at the FAC. The Reunification Division is comprised of the Notification Unit, Hospital Admissions Unit, Decedent Status Unit, and Missing Persons Unit, and Investigative Support Unit.	Monterey County Operational Area resource
Notification Unit	The Notification Unit performs notifications to clients regarding the status or location or their loved one. The Notification Unit is responsible for tracking the status of completed client forms.	Notification Units will be comprised of one Mental Health representative and one of the following: Monterey County Sheriff's Department representative (if making next of kin notification); or Monterey County EMS Agency representative (if advising of hospital location); or law enforcement representative (if advising that the victim is still missing)

POSITION / UNIT	MISSION	RECOMMENDED SOURCE
Hospital Admissions Unit	The Hospital Admissions Unit coordinates information regarding injured victims. The Hospital Admissions Unit maintains and disseminates the identification, status and location of injured victims who were transported to hospitals in Monterey County and other counties. The Hospital Admissions Unit facilitates communications between FAC management and hospital-based family information centers (if activated) via ReddiNet. The Hospital Admissions Unit coordinates with the Decedent Status Group and Missing Persons Group to obtain, share, and disseminate information regarding hospitalized victims.	Monterey County EMS Agency
Decedent Status Unit	The Decedent Status Unit reviews FAC forms and coordinates with the Monterey County Sheriff/Coroner to identify decedents and maintains/track the number of fatalities associated with the incident. The Decedent Status Unit works with the Monterey County Sheriff/Coroner and clients for additional information as necessary to assist in identification. The Decedent Status Unit coordinates with the Hospital Admissions Group and Missing Persons Group to obtain, share, and disseminate information regarding decedents.	Monterey County Sheriff's Department/Coroner
Missing Persons Unit	The Missing Persons Unit oversees missing persons operations and maintains/tracks the number of missing persons. The Missing Persons Unit coordinates with the Hospital Admissions Unit and Decedent Status Unit to obtain, share, and disseminate information regarding missing persons. The Missing Persons Unit reviews FAC forms with clients for additional information as necessary.	Activating entity's law enforcement department/office or Monterey County Operational Area resource

POSITION / UNIT	MISSION	RECOMMENDED SOURCE
Investigative Support Unit	The Investigative Support Unit coordinates the needs within the Family Assistance Center of any investigation that takes place in relation to the disaster or emergency. This includes clients, family members, and others who is a victim, witness or who has information pertinent to the investigation. The Investigative Support Unit coordinates with the Decedent Status Unit , and Missing Persons Unit to obtain, share, and disseminate information regarding the investigation.	Activating entity's law enforcement department/office or Monterey County Operational Area resource
Services Unit	The Services Unit is responsible for the provision of mental health, social services, spiritual care, public health, victim services, and recovery services. The Services Unit is comprised of six teams: Mental Health Services Unit, Spiritual Care Unit, Social Services Unit, Victim Services Unit, Public Health Unit, and Recovery Services Unit	Monterey County Operational Area resource
Mental Health Services Unit	The Mental Health Services Unit ensures that services are provided for the emotional, mental, and spiritual needs of clients and FAC staff. The Mental Health Services Unit oversees and manages the Spiritual Care Unit.	Monterey County Behavioral Health, and/or American Red Cross and other NGOs
Spiritual Care Unit	The Spiritual Care Unit ensures that spiritual care services are made available to clients. The Spiritual Care Unit ensures that spiritual care provided meets the needs/religious preferences of all clients of the FAC.	Spiritual care providers from government agencies, partner volunteer groups, or NGOs that meet spiritual care provider criteria

POSITION / UNIT	MISSION	RECOMMENDED SOURCE
Social Services Unit	The Social Services Unit ensures that social service needs (childcare, memorial service support, etc.) of clients are met. The Social Services Unit facilitates much of the response activities (separate from the Recovery Services Unit) of private sector participants in the FAC and coordinates with other support agencies/organizations. The Social Services Unit may coordinate the provision of longer-term social service.	Monterey County Department of Social Services and/or American Red Cross and other NGOs
Victim Services Unit	The Victim Services Unit ensures that identified potential victims and their family members have the victim support needed and mandated by law. The Victim Support Unit provides support to potential victims and coordinates access to programs and information regarding their rights.	Monterey County District Attorney Victim/Witness Unit and/or other state/federal victim services unit
Public Health Unit	The Public Health Unit oversees the provision of public health services for persons at the FAC. This may include providing advice nurses and support with community-based health referrals.	Monterey County Health Department or EMS Agency. First aid may be provided by a separate entity
Recovery Services Unit	The Recovery Services Unit coordinates with governmental and NGO organizations and entities in the provisioning of services and support for long term recovery. The Recovery Services Unit will seek as broad as support as possible in staffing the FAC with long term recovery agencies.	Monterey County Operational Area resource, Local, state and federal recovery agencies, public utilities, American Red Cross and other NGOs

POSITION / UNIT	MISSION	RECOMMENDED SOURCE
Security Unit	The Security Unit coordinates FAC safety and security, to include management and staffing of site security operations, badging support, and overall security management. . The Security Unit is comprised of two teams: Site Safety Unit and Site Security Unit.	Activating entity's law enforcement and fire department/office
Site Safety Unit	The Site Safety Unit is responsible for site safety. The mission of the Site Safety Unit is to ensure the safety of the facility, staff and clients in FAC. This includes inspection of the facility for the adherence to the needs all clients and staff	Activating entity's fire department
Site Security Unit	The Site Security Unit maintains security both internal and external to the FAC including crowd control and site access.	Activating entity's law enforcement department/office
Logistics Section Chief	The Logistics Section Chief meets all service and logistical support needs for the FAC, including ordering resources through appropriate procurement authorities from off-incident locations. The Logistics Section Chief manages and coordinates FAC logistics, disability needs, information technology, and communications resources. Support may be assigned to assist with section responsibilities.	Monterey County Operational Area resource
Planning Section Chief	The Planning Section Chief collects, evaluates, and disseminates information about FAC operations and the status of resources. The Planning Section Chief works closely with the FAC Director and Operations Section Chief to understand FAC operations and develop objectives. The Planning Section is comprised of the Documentation, Demobilization, and Situation Status units. Support may be assigned to assist with section responsibilities.	Monterey County Operational Area resource

POSITION / UNIT	MISSION	RECOMMENDED SOURCE
Finance/Admin Section Chief	The Finance/Administration Section Chief is responsible for all administrative and financial considerations surrounding the FAC. Support may be assigned to assist with section responsibilities.	Monterey County Operational Area resource

3.5 SERVICES

3.5.1 SECURITY

PROVIDE PERIMETER SECURITY

The Security Unit assigned to the FAC will establish perimeter security and visually prescreen visitors to discourage unauthorized entry. Media will be directed to a nearby media site at the discretion of the Family Assistance Branch Director or PIO (or Deputy). Family, friends, relatives, and others seeking reunification and the services at FAC (hereafter referred to as, "Clients") will be directed to the entrance of the FAC facility. Unauthorized individuals will not be allowed entrance.

ENSURE SECURITY INSIDE THE FAC

The law enforcement entity identified by the Family Assistance Branch Director will coordinate FAC security operations, including management and staffing for site security operations. The provision of FAC site security will be enforced and tailored based on the nature and circumstances of the disaster and services provided. FAC site security should evaluate and determine specific personnel requirements for the FAC security. FAC security staff will principally consist of sworn law enforcement officers. FAC venue security guard services may be contracted for general security purposes and/or client vehicle parking direction, if appropriate.

FAC security policy encompasses the overall responsibility of managing and staffing internal and external FAC security operations. This includes identification and badging for FAC staff (if appropriate), support service personnel, clients, media, and all other personnel authorized for FAC access. Also, maintaining a visible presence at high security or restricted areas such as the interview or childcare areas to make certain that only authorized persons with appropriate credentials are granted access. To ensure proper protection, maintaining site security for the duration that the FAC is operational is necessary.

Security should initially refer onsite mental health professionals to any individual who is inconsolable to the extent of not following direction, and only as a last resort detain the individual and remove them to an isolated area within the FAC.

3.5.2 CLIENT REGISTRATION

The purpose of client registration is to verify and track clients entering the FAC and to provide forms and information to clients checking in. At the FAC facility entrance, clients will first report to the reception area. If a line has formed, FAC staff, to include Mental Health Unit staff, Greeters, and other Reception Unit staff, may peruse the line offering support and answering questions as needed. All staff should inform all persons in line at regular intervals that accommodations for people with disabilities are available upon request.

Once clients arrive at registration, they will be asked to produce government-issued photograph identification. Reception Unit staff will log client information **using Form 1E: Reception/Registration Group Client Registration Sheet (or similar form).** Reception staff will

ensure that any requests for accommodations for people with disabilities are logged and relayed to the appropriate staff member. Reception staff will also ensure that authorized clients/families are provided with a layout of the FAC, client forms, waiting area assignment, and a designated Family Host.

In instances of reunification where the client is not able to produce government identification or is otherwise not able prove their relation to the victim, "family verification" may occur whereby a Family Host escorts a known client to verify the identity of the requesting client. Family verification should be an ongoing process utilized throughout the duration of the FAC operation. When the individual is seeking Family Assistance services without reunification the Registration/Reception Unit may use discretion in accepting other forms of identification.

Steps should be taken to restrict or limit media access at the FAC. Under most circumstances, the media should not be allowed to enter the FAC. It will be necessary to work with the Family Assistance Branch Director and/or PIO to satisfy the media's informational needs. If a media member's family has been affected by the incident, they may be permitted into the FAC; however, they may not bring their credentials or any recording device and must agree not to use any information they learn for reporting purposes.

3.5.3 FAMILY HOSTING

If instituted, the purpose of Family Hosting is to provide a personal host for each family to inform clients about the reunification process (if applicable), available services, and to ensure that client requests are addressed. The assigned Family Host will inform clients where reunification and support services are located and familiarize them with the amenities available at the FAC. The Family Host will complete **Form 1D**: Family Host Client List, a tool provided to ensure that the support and notification requests of clients are met.

Family Hosts will assist clients in completing their forms as needed, which may include requesting translator or interpreter support. Once the clients submit forms to their assigned Family Host, the Family Host will ensure that forms are complete and **affix Form 1B**: Notification Unit Tracking Form to the packet of forms. The completed set of forms will be submitted to the Notifications Group Supervisor or designee.

The Family Hosts will provide advocacy support communicating the needs of those affected to care providers, providing culturally sensitive services, addressing disability (in coordination with social services personnel), ensuring that those affected understand the process of applying for services, and assisting those in initiating services as needed.

3.5.4 CLIENT REUNIFICATION

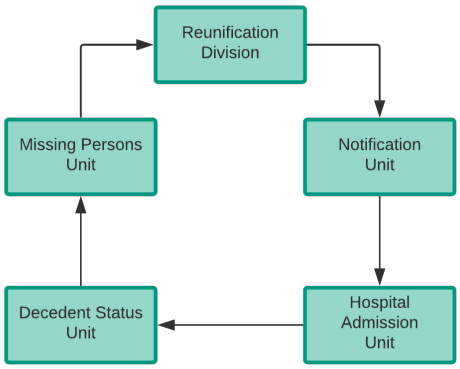
FORM MATCHING PROCESS AND NOTIFICATION

The purpose of form matching, and notification is to ensure that an organized form processing system is in place and that clients are notified in a timely manner.

The Reunification Division will collaborate to determine whether victims are able to be reunified, have been hospitalized, are decedents, or are still missing. Forms are provided in the appendices of the FAC Plan to obtain needed information from clients to determine victim

status. It is estimated that 48-72 hours may be needed during a major disaster in order to complete this form matching process.

FIGURE X: FORM REVIEW CYCLE



NOTIFICATION UNIT

The Notification Unit will log the receipt of client forms using Form 1B: Notification Unit Tracking Form. If at any time additional information is needed (e.g., obtain dental records), the Notification Unit will be advised to work with Family Hosts to obtain this information from the client.

The Notification Unit Supervisor or designee will follow up with the Notification Unit, Hospital Admissions Unit, Decedent Status Unit, and Missing Persons Unit every two (2) hours or as needed to obtain an update on the status of victims.

NOTIFICATION UNIT

The Notification Unit will first determine if the victim is at the Family Assistance Center awaiting reunification.

The Notification Unit will also coordinate with on-site Incident Command to determine if a holding area has been established at the incident site for involved persons who are uninjured or suffering from minor injuries.

If the victim has not been identified as awaiting reunification, Notification Unit staff will forward the form to the Hospital Admissions Unit.

HOSPITAL ADMISSIONS UNIT

Client forms will be provided to the Hospital Admissions Unit. Hospital Admissions Unit representatives will determine whether victims have been transported to a hospital. This determination is made through contact with the Hospitals via ReddiNet or direct contact with a member of the Hospital assigned to assist the Hospital Admissions Unit. If the victim has not

been identified as being at a hospital, Hospital Admissions Unit staff will forward the forms to the Decedent Status Unit.

DECEDENT STATUS UNIT

The Decedent Status Unit will review the client forms and determine if the victim is a decedent. Decedent Status Unit representatives will coordinate closely with other Monterey County Sheriff/Coroner representatives at the incident site to compare information provided on client forms to information Coroner staff have at the incident site. If the victim has not been identified as a decedent, Decedent Status Unit staff will then forward the client forms to the Missing Persons Unit.

MISSING PERSONS UNIT

Staff from the Missing Persons Unit will review the forms to determine whether the victim has been identified as a missing person. The Missing Persons Unit will seek to determine the location of persons reported to be victims but not known to be transported to a treatment facility or determined to be deceased. This may involve the search of missing persons databases, and collaboration with law enforcement in other parts of the affected area or in other jurisdictions. If the status of the victim remains unknown, forms will remain with the Missing Persons Unit until they are cycled back through the Notification Unit, Hospital Admissions Unit and Decedent Status Unit.

INVESTIGATIVE SUPPORT UNIT

Staff of the Investigative Support Unit will coordinate activities within the FAC for any investigative needs that takes place in relation to the disaster or emergency. This includes interviews with clients, family members, and others who are a victim, witness or who has information pertinent to the investigation. The Investigative Support Unit will coordinate with the Decedent Status Unit, and Missing Persons Unit to obtain, share, and disseminate information regarding the investigation

3.5.5 CLIENT NOTIFICATION

Once the victim's status has been determined (to include missing persons), the verifying Unit (e.g., Notification Unit, Hospital Admissions Unit, Decedent Status Unit, or Missing Persons Unit) will log this information, and inform the Notification Unit so that they can advise the client. Family Hosts, tasked with maintaining awareness as to the whereabouts of the clients, will be consulted to identify the correct client for the Notification Unit. In the cases where reunification can be made, once verification of status and interviews have been conducted the reunification will take place. If interviews still need to be conducted the Investigative Support Unit will be notified.

In the case that the victim is deceased, or still missing, Family Hosts will escort clients to a private area where they may be interviewed further and notified of the status of their loved one by the Notification Unit.

DEATH NOTIFICATION

Notification Unit representatives from the Monterey County Coroner, law enforcement, and clergy will conduct and notify family members about the incident fatalities; with family member support being provided by behavioral health professionals, victim advocates, or other trained volunteers. Volunteers and other support service organizations will not make family notifications, but will assist family members in managing their emotional responses, grief and loss; and assist with practical matters, e.g. supplying information on funeral arrangements, transportation and memorial services.

A minimum of two members of the Notification Unit should be present. The maximum number of Unit members may depend upon the size of the family unit among other circumstances. Notifications should be done in as private an area as possible with adequate seating for family and unit members. Food, water, tissues and information regarding grief support and coping techniques should be available. Make sure children are not present during the initial notification; and do not use children as language translators. If children are to be notified other Next of Kin or caregivers should be present, use age-appropriate language, and have direct eye contact (sitting on ground or low seating to be equal with child's height); and use developmentally appropriate resources.

After the client has been provided with the status of the victim, FAC staff will complete an additional assessment for support services and provide support as requested. Regular updates will be provided to clients at the FAC regarding the victim identification process.

3.5.6 SUPPORT SERVICES

MENTAL HEALTH

The Mental Health Services Unit ensures that the emotional and spiritual needs of clients and FAC staff are met. Individuals personally affected by a range of specialized mental health services, some of which are detailed herein. The Mental Health Service Unit personnel ensure that disaster mental health staff and spiritual care staff are on hand to provide these services.

Mental health personnel will provide a confidential forum as needed for FAC staff to assist with problem solving, conduct diffusing and demobilization, educate on stress reactions and coping, re-enforce the importance of maintaining good self-care practices, and provide guidance about meeting clients' emotional needs

While some clients and staff may request assistance from mental health professionals, many may not. Support should be offered to all clients. Mental health services should be made available to clients prior to, and during the registration process, as well as in the client waiting area. Consideration should be given to the following areas:

- Line monitoring: If there is a queue of clients waiting to go through the reception/registration process, clients, already under stress, may suffer additional stress due to the lack of knowledge of the FAC purpose and process. Clients arriving at the FAC may already be in need of mental health or spiritual counseling. It is preferable to identify and assist those clients as early in the process as possible.

- Greeters/reception/registration area support: The reception/registration process also offers an opportunity to greet clients, to observe their behavior for signs of stress, and to identify and support clients in need of services. As such, Mental Health staff may provide assistance to the Family Host function.
- Waiting area support: Clients in the waiting area may display symptoms not previously observed or may be more likely to request assistance if a mental health professional is present.

SPIRITUAL CARE

Spiritual care providers will offer a compassionate presence to clients waiting for information, support client briefings, initiate condolence visits, support grief counseling, support ante mortem interviews, support death notifications, escort clients on visits to the incident site(s) and to memorial services. They will offer companionship, provide sacred space, and offer care and comfort. They will offer a bridge to faith resources (this may be to preexisting support or other referrals, e.g., funeral home that observes specific ritual needs, restaurants, etc.). They will facilitate rituals, including prayer, blessing of remains, religious services, etc.

SOCIAL SERVICES

The Social Services Unit ensures that social service needs (childcare, memorial service support, etc.) of clients are met. In the event that childcare services are required, childcare services should be requested, overseen and coordinated with and through Monterey County Department of Social Services, which may be supported by the American Red Cross and/or other organizations. Anyone assigned to provide care to children in the FAC must either be a licensed childcare professional or must be from a recognized partner agency. The Monterey County Department of Social Services can coordinate with NGOs to leverage childcare services that are available.

The Social Services Unit will ensure that a coordinator is appointed to make arrangements for a memorial, to include the provision of spiritual care providers who represent the same faith and language of the affected families, transportation to the site, etc. The memorial service coordinator will consult with family members when planning efforts begin. Planning efforts should include mental health, law enforcement, coroner and spiritual care representatives. Political officials should be notified and included in planning efforts. The memorial service details should be provided to the PIO to ensure that information regarding the memorial service is provided to the public (if open to the public). The Social Services Unit facilitates response activities of private sector participants in the FAC and coordinates with other support agencies/organizations.

VICTIM SERVICES

The Victim Services Unit will obtain a list of potential identified victims and family members for the purposes of providing them with mandatory legal rights and services.

The Victim Services Unit

- Ensures that potential victims and their family members reporting to the FAC are

informed of victim services programs that may be available.

- Serves as a conduit to connect identified potential victims and their family members with applicable victim support programs. This may include the provision of information and assistance to victims, including crisis intervention, special funding to provide possible emergency assistance, crime victim compensation, counseling and referrals to additional resources.
- Provides assistance in facilitating requests made for these resources. The Victim Services Unit will also work to promulgate information about available programs to potential victims not able or willing to visit the FAC.
- Provide victims with services to address their long-term needs, and this can include information regarding their rights in the criminal justice system and notification of any criminal investigation, prosecution and possible incarceration related events.

The Victim Services Unit will typically be comprised of trained staff from the Monterey County District Attorney's Office, Victim/Witness Program, based on their Crisis Response Plan, see **Appendix XX**. Specific staffing for the Victim Services Unit may vary based on the nature of the event, (e.g., criminal/not criminal versus county/federal). Examples of other reporting agency staff include:

- U.S. Federal Bureau of Investigation's Office for Victim Assistance
- U.S. Attorney's Victim/Witness Program
- Other government and NGO partners

PUBLIC HEALTH

The Public Health Unit oversees the provision of public health services for persons at the FAC. It is anticipated that the Public Health Services Unit would perform several functions in the FAC:

- Ensure that the FAC facility is a healthy environment for staff and clients, free from unhealthy conditions or procedures
- Inspect food preparation and serving facilities, as necessary
- Provide basic health services and information to staff and clients (e.g., communicable disease control/rapid health assessment, assessment of medical/chronic conditions to support treatment, etc.)
- Basic first aid (may be provided by EMS of another agency/organization)

RECOVERY SERVICES

The Recovery Services Unit oversees the governmental and non-governmental agencies that potentially provide recovery services. These services are varied and will be determined by the needs of the Clients and the disaster or emergency. Recovery Services may be provided independently may be provided virtually.

The following is a general list of Recovery Services that may be available at the FAC.

- PGE/Water/Etc.
- Communications Companies
- Financial recovery
- FEMA/Cal OES
- Monterey County APS/CPS
- United Way
- Salvation Army
- Veteran's Affairs
- Senior Services
- Immigrant Services
- Homeless Services
- Consulates
- Other non-governmental organizations and non profits based on need.
- Other governmental agencies (ex. SBA, DMV, etc.

3.5.7 CLIENT BRIEFINGS

Clients should be briefed at least twice per day. Clients should receive these briefings prior to the media being briefed. In addition, client briefings should be scheduled whenever new and significant information becomes available. If victim recovery operations continue over an extended period of time, it may be desirable to scale back client briefings to one per day.

The objectives of the client briefings are two-fold:

1. TO ENSURE THAT CLIENTS HAVE CURRENT AND ACCURATE INFORMATION REGARDING THE STATUS OF THE INCIDENT AND RECOVERY OPERATIONS;
2. TO ENSURE THAT CLIENTS RECEIVE INFORMATION FIRST FROM GOVERNMENT AGENCIES IN A CARING AND SUPPORTIVE ENVIRONMENT.

The Family Assistance Branch Director is responsible for selecting a "Client Briefing Facilitator" to organize and conduct the client briefings, assisted by the PIO and Branch Leaders and Supervisors. The Client Briefing Facilitator should have experience in public speaking and community interaction and should be able to conduct the briefings in a caring, comforting manner that is sensitive to clients' emotional conditions. All groups and units within the Family Assistance Branch are required to attend all client briefings to answer questions relating to their sphere of operations. It is likely that a number of clients will not always be present at the FAC; however, incident updates should be provided to all in a manner determined by the Client Briefing Facilitator in conjunction with the Family Assistance Branch Director.

The process for scheduling and conducting client briefings is as follows:

- The Client Briefing Facilitator, in coordination with the Family Assistance Branch Director, schedules the time and location of client briefings.
- Logistics prepares the briefing room with chairs, lecterns, conference call equipment, and other audio/visual equipment (as required).
- The Client Briefing Facilitator supervises the notification of clients and FAC operational units of the time and location.
- Foreign language interpreters should be present at the FAC at activation and provided

for all clients needing assistance

- If needed. at least one (1) sign language interpreter should be present at the FAC at activation. Arrangements are made for language and sign interpreters and other disabilities as needed.
- The Mental Health Services Unit arranges for attendance of appropriate spiritual care personnel.
- The Public Health Unit arranges to have nurses present or on standby in close proximity to the briefing room.
- The Security Unit provides security to ensure that only clients and appropriately badged staff are allowed access to the briefing room.

SUGGESTED AGENDA FOR CLIENT BRIEFINGS

The content of client briefings will depend upon the specific situation. The Client Briefing Facilitator should coordinate with the PIO and/or Information Branch Director and with subordinate groups and other functional areas, as necessary, to develop the agenda for each briefing. A suggested agenda for client briefings includes:

- Rescue and Recovery efforts
- Reunification Efforts
- Victim identification efforts
- Investigation updates
- Site visits, memorial services (if appropriate)
- Disposition and return of remains
- Return of personal effects
- Description of services available at the FAC

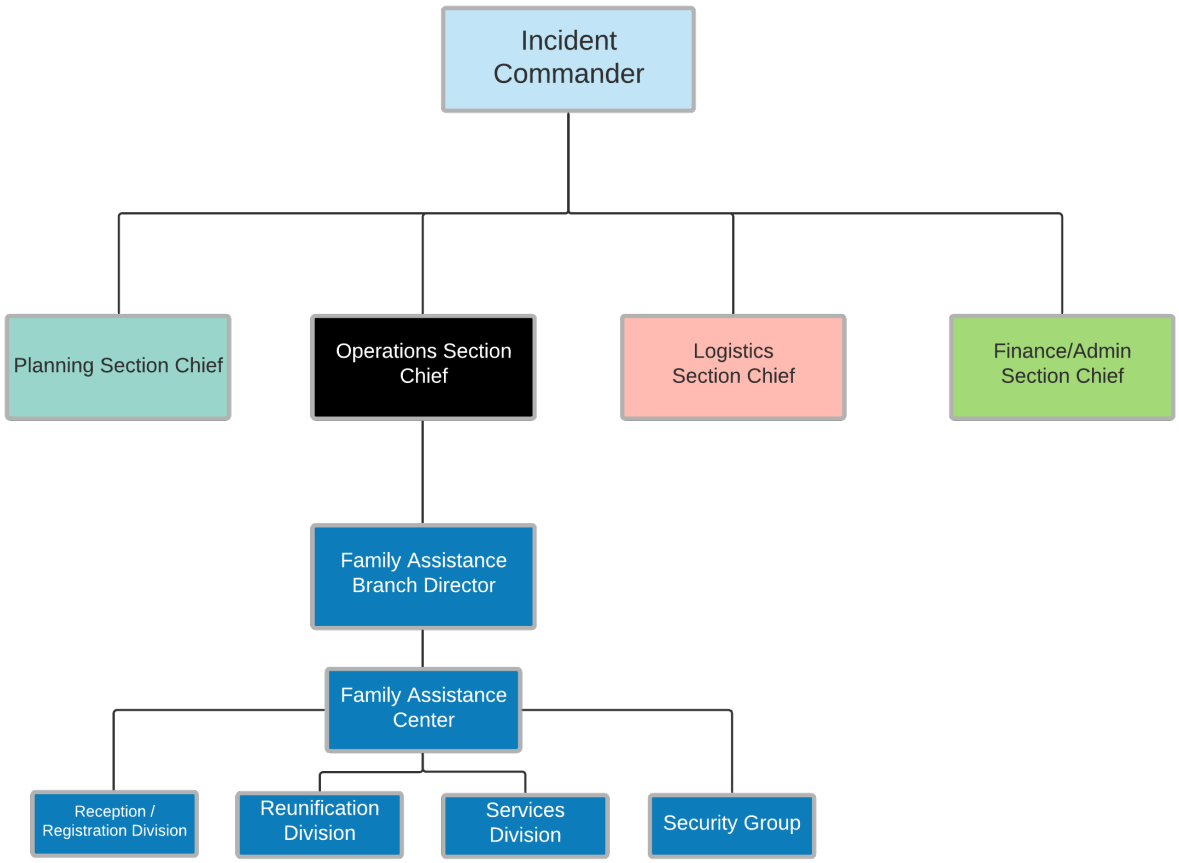
4. DIRECTION, CONTROL, AND COORDINATION

SEVERAL FACTORS MUST BE CONSIDERED WHEN DEPLOYING AN FAC AMONG THESE ARE THE TIMING OF ACTIVATING AND ESTABLISHING A CENTER, LOCATION, OPERATIONS, LOGISTICS, STAFFING NEEDS, DETERMINING WHICH RESOURCES NEED TO BE AVAILABLE DEPENDING ON THE DISASTER OR EMERGENCY, SECURITY, AND DECOMMISSIONING. THIS SECTION WILL COVER THE ACTIVATION, OPERATIONS, AND DEMOBILIZATION PHASES FOR A FAMILY ASSISTANCE CENTER.

4.1 ICS/SEMS/NIMS

The command and control of the process leading to and the management of a Family Assistance Center will follow the Incident Command/Unified Command System (ICS/UCS) structure with the Incident Commander (or designee) assigning responsibility to the Family Assistance Branch Director within the ICS process for timing, location, staffing, use, and demobilizing of the center(s)

TABLE X: INCIDENT COMMAND



4.2 ACTIVATION

The decision to fully activate a Family Assistance Center (FAC) rests with Incident/Unified Commander or, in some circumstance the Director of Emergency Management or designee. The decision is based on a variety of factors including:

- The nature and extent of the incident or disaster
- The reunification needs, including missing and deceased recovery efforts
- The length of time estimated for recovery efforts.
- The complexity of the needs and level of both immediate need and assistance
- The amount of recovery agencies that need to be involved to assist families in long term recovery.

When the functions contained with a Family Assistance Center exceed the ability of the local jurisdiction to provide the needed functions and services the Incident Commander can request the Monterey County Emergency Operations Center to establish a Family Assistance Center. Also, when the Monterey County Director of Emergency Services, or designee, determines that

due to the scope and severity of the incident and its effects on multiple jurisdictions within the Operational Area that one or more Family Assistance Center(s) centers are needed this plan can be activated.

4.2.1 PRE-ACTIVATION REUNIFICATION ACTIVITIES

In the immediate moments after a disaster, mass causality, mass fatality, or large-scale evacuation, first responders frequently begin the reunification process. These ad-hoc reunifications take place at or near the initial scene (s) and involve actions necessary to safeguard life and quickly reunify families. Such actions should take place at the direction of the Incident Commander while understanding the need for any potential interviews (in the case of a criminal act) or needed medical assistance (including mental health).

The Incident Commander determines the process for initial reunification based on the threat that is still present, the number of individuals needing reunification and other factors.

4.2.2 ACTIVATION OF FAMILY ASSISTANCE CENTER (FAC) FOR REUNIFICATION

The decision to activate a Family Assistance Center (FAC) for reunification purposes rests with Incident/Unified Command. The decision is based on a variety of factors including:

- The safety of those needing to be reunified with family.
- The number of the missing or victims needing reunification.
- The nature and extent of the incident or disaster
- The immediate needs for services of families and those seeking reunification.

When the needs of family reunification exceed the ability of the local jurisdiction to provide the needed functions and services the Incident Commander can request the Monterey County Emergency Operations Center to establish a Family Assistance Center as identified under this plan.

4.2.3 INITIATE OTHER ACTIVATION PROCESS

AVIATION OR RAIL DISASTER

In the event of an aviation or rail disaster that triggers the Aviation Family Assistance Act or Rail Passenger Disaster Family Assistance Act, the National Transportation Safety board (NTSB) will coordinate with the air carrier or rail carrier to establish a FAC. If the air or rail carrier activates a FAC, this plan can be used to support their operations. If the Aviation Disaster Family Assistance Act or Rail Passenger Disaster Family Assistance Act is invoked and the air or rail carrier requests city/County support, this FAC Plan will be used as the primary policy set.

AVIATION OR RAIL DISASTER INVOLVING OTHER FATALITIES

If a disaster occurs that involves the Aviation Disaster Family Assistance Act or Rail Passenger Disaster Family Assistance Act that also impacts victims not on the aircraft or train (e.g., an airplane crashes into a suburban area and there are fatalities on the airplane and fatalities in

the suburban area due to the impact), the affected jurisdiction will coordinate with air/rail carrier to conduct FAC operations.

SCHOOL OR CAMPUS INCIDENTS INVOLVING EVACUATIONS/REUNIFICATION

As required by statue, school districts have developed plans for response to school shootings and other criminal events. The plans include the process to evacuate students, casualties, and others from a school scene, to the appropriate location to gather those involved, the proper method of assisting law enforcement in their investigative needs, reunification, and recovery. Those plans are well established and used as a basis for school-based and public safety training. In the case of such an incident those plans should be followed unless otherwise directed by the Incident Commander.

The Monterey County Office of Education (MCOE) maintains its plan which is listed as Appendix G. MCOE has adopted a program known as ALICE, Alert, Lockdown, Inform, Counter, Evacuate. ALICE includes. If such an event, occurs at a school or campus the plans will be the basis for initial response, evacuation, and reunification. Schools are also instructed in the Incident Command System and public safety response will initiate ICS.

It is possible, that the scale and nature of the event(s) overwhelm the school based plans requiring that Incident/Unified Command implement this Family Assistance Annex.

4.2.4 INITIATE ACTIVATION PROCESS

THE DECISION TO ACTIVATE A FAMILY ASSISTANCE CENTER (FAC) IS MADE BY THE INCIDENT COMMANDER, OR IN SOME CIRCUMSTANCES THE DIRECTOR OF EMERGENCY SERVICES, OR DESIGNEE.

THE EMERGENCY OPERATIONS CENTER (EOC) COORDINATES THE DEPLOYMENT OF THE FAC WITH INCIDENT/UNIFIED COMMAND. THE EOC INITIATES NOTIFICATIONS OF FAC ACTIVATION AS PRESCRIBED BY NIMS/SEMS

THE EOC LEADS COORDINATION EFFORTS FOR FAC LOGISTICAL RESOURCES. THE EOC LEADS COORDINATION EFFORTS TO STAFF THE FAC.

4.3 DIRECTION AND CONTROL

4.3.1 SERVICE LEVEL

The Family Assistance Branch Director will determine the scale of potential FAC operations based all available information known or planned for. This should include the identification of the support services that will be offered. Service levels may vary by incident; however, the following may serve as a guide for determining the appropriate level of service.

MINIMAL LEVEL OF SERVICE

In incidents where the disaster or emergency is not widespread throughout a large geographical area, where the loss of life is minimal and the missing are in a specific area (i.e., wildfire or school shooting), the following services should be provided at a minimum:

- Notification to clients regarding the status of the victim or missing
- Reunifications and conformation of reunification with appropriate family members
- Provision of updates regarding recovery efforts
- Provision of mental health, spiritual care providers and other services as determined
- Provisioning of and Investigative Support Unit

EXPANDED LEVEL OF SERVICE

In incidents where the disaster or emergency covers a large geographical area, have the potential for mass casualties over a large area (i.e., major earthquake, wildfires, tsunamis, terrorist attack encompassing several victim locations, etc.) the following services should be provided at a minimum:

- Social Services Unit
- Public Health Unit
- Recovery Services Unit
- Victim identification
- Investigative Support Unit
- Provision of mental health and spiritual care providers
- Childcare
- Adult dependent care support
- Other staff and services as determined

RECOVERY ASSISTANCE SERVICES ONLY

A more traditional Local Assistance Center can be activated where the greatest need is for recovery services. In that case the Recovery Services Unit would encompass the majority role provided. The IC/UC will decide what additional Units are required at the time.

MULTIPLE FACS

For a catastrophic incident involving a large geographic portion of the Monterey County Operational Area or that is involving, the activation of multiple FACs should be considered.

4.3.2 SITE AND LOCATION

The Family Assistance Branch Director should determine the FAC site based on size and scope of needed operations. The desired space can be a high school gymnasium, community center, or hotel conference centers.

Site identification should include careful consideration of the following:

- Location of pre-activation ad-hoc reunification activities and location of any evacuees.
    - Determination if the pre-activation ad-hoc reunification location can transition into EOC lead Family Assistance Center, or whether new location(s) are required.
- Located close enough to the site of the disaster to allow response and recovery personnel and others to travel easily among the site but far enough from the site that victim/families/clients are not continually exposed to the scene and will not impede response efforts.
- Adequate Road Capacity leading to site as well as accessible ingress and egress.
- Can accommodate the necessary security measures to monitor access and activities.
- A consideration that one large FAC over several smaller ones is preferred.
    - When determining the location of a Family Assistance Centers, it should be remembered that it is easier to decrease the size of the facility, if necessary, than to increase the size of the facility after operations have begun.
- Resources available at the FAC venue are conducive to the level of service that will be needed at the FAC.
- Size to accommodate all
    - On average 3-6 family members for each potential victim seeking/needing reunification will interface with reunification/assistance operations.
    - Using an estimate of 210-250 sq. ft. per staff person, a space should be able to accommodate as many of the desired characteristics listed below as possible. If one large area is to be used, it must be divided to include a labeled registration area, messaging area, interview rooms, staff workstations and family rooms (including a secured children's area)
    - Consider that family members should have access to a charging station for cell phones and computers; tables and enough chairs for all family
    - Family members should have access to private and quiet rooms for rest and reflection.
    - Areas for staff and services (privacy)
    - Area for notifications and interviews (private areas)
    - Release points for those reunified

    - First Aid
    - FAC Command Center
- Accessible by those with access and functional needs
    - Facilities used for a FAC should be assessed for functional needs accessibility. The Americans with Disabilities Act (ADA) specifies how buildings and facilities must be designed or can be modified to be accessible by following the guidelines known as ADA Standards.
- Location for media access area away from those seeking reunification/assistance
- Other Considerations
    - Sufficient bathrooms and sanitary facilities, including diaper change stations
    - Heat and/or air conditioning
    - In proximity of a hotel
    - Ability to service food and space for overnight stays, if necessary
    - Alternate backup power source
    - High capacity telephone service; TTY capability
    - Internet access, Wi-Fi
    - Break/rest area for workers that is out of sight and sound of family members
    - Perimeter security is identified including parking areas
    - Staging area and parking for FAC staff is identified
    - Accessible parking for victims' families is ADA compliant
    - Automated External Defibrillator (AED) should be within center, if possible
- The FAC may need to operate 24 hours/day during the initial hours/days/weeks after an incident.

4.3.3 INITIAL BRIEFING

Prior to FAC activation, the designated Family Assistance Branch Director should ensure that staff have a clear understanding of the objectives, their role, and the flow of operations. At a minimum, the Family Assistance Branch Director, assigned Deputies, Division and Unit supervisors should review the FAC base plan and familiarize themselves with the type of information available in the appendices. Further, an initial briefing and subsequent planning activities should be conducted. The initial briefing may include the following:

- Review of completed ICS 201 form
- A brief synopsis of the incident
- Priorities and objectives

- Code of Conduct
- Logistics and layout
- A brief synopsis of the services provided at the Family Assistance Center (FAC).
- Staffing organization and work tasks
- The need for Staff Self Care
    - Staff Leaders should manage the interactions that each staff member has to trauma-impacted individuals.
    - Clear guidance and supervision will help members understand secondary traumatization and their own personal risks; and the importance of their own self-care.
    - Each interviewer must receive an initial briefing regarding the process and their role prior to accepting an assignment.
    - No interview team should conduct more than five family interviews during a work shift, and a minimum of 30 minutes between interviews should be observed.
    - Each staff member should receive a debriefing and brief personal assessment upon completion of a shift.

4.3.4 LOGISTICS

The Operations Section Chief and Family Assistance Branch Director will determine the number of staff anticipated to be assigned to the FAC for the initial operational period and the number of work areas and workstations required.

The Logistics Section Chief is responsible for identifying resources needed to activate and maintain FAC operations as follows:

- Determining the type, subject matter area, and number of support agencies needed to be requested for the initial operational period and the resources required for each.
- Work with the facility management and the Family Reunification/Assistance Branch Director to develop/review the physical layout of the FAC.
- Identify/review the number of computers, printers, paper shredders, telephones, and other equipment required to activate the FAC.
- Arrange for the acquisition, transport, and installation of supplies and equipment, to include disability resources and ADA compliance.
- Coordinate with the host Facility Liaison as necessary to support FAC operations.

4.3.5 STAFFING

The Planning Section Chief facilitates the initial Incident Briefing and schedules subsequent planning activities. Information from the planning meetings is incorporated into the Just In Time (JIT) Training. The Section Chiefs delegate staff assignments and Key Position Checklists.

Appendix B: Staffing Recommendations, provides guidance for FAC staffing. The EOC Manager or Family Assistance Branch Director may determine that additional staff, branches, divisions, units, and teams should be added, or that certain branches or groups require fewer staff or can be eliminated altogether. The staffing guidelines are for a single operational period. If the FAC operates on a 24-hour basis, it may be fully staffed at the recommended level or modified as needed for night operations. Once a FAC is activated, the determination of staffing levels is made at the discretion of the Family Assistance Branch Director. The EOC is responsible for requesting staffing assistance, including the initiation of resource requests through SEMS. To ensure smooth operations, all staff assigned to positions within the FAC should be familiar with ICS.

4.3.6 SECURITY PLAN

There should be robust security provided at the FAC due to the large number of people that will be expected. Security of the perimeter that may arise that threaten the public's safety and well-being is critical to the safe reunification and delivery of assistance/services. The Law Branch will designate the security entity both within and outside the facility based on the location and available resources.

FAC security policy encompasses the overall responsibility of managing and staffing internal and external FAC security operations. This includes establishment of a secure perimeter, identification and badging for FAC staff, support service personnel, clients, media (if applicable) and all other personnel authorized for FAC access. Also, maintaining a visible presence at high security or restricted areas such as the notification or childcare areas to make certain that only authorized persons with appropriate credentials are granted access. The provision of FAC site security will be enforced and tailored based on the nature and circumstances of the incident, however security guidance is provided in ***Appendix X: Site Security***.

4.3.7 PRESS/MEDIA PLAN

The Public Information Officer (PIO) or Deputy assigned to the FAC should coordinate the provision of a secure media center that is near but not inside the FAC, such as the facility parking lot, as a location for media to conduct interviews, hold press conferences and briefings, and to file stories. If possible, the location should be sited so media representatives cannot see clients entering or exiting the FAC. The media center should be equipped with telephone and Internet access. FAC staff should coordinate with host Facility Liaison to arrange suitable parking for media vehicles near the facility.

If needed, the PIO will begin the process of establishing a Virtual FAC and assigning a Unit Leader.

4.3.8 JUST-IN-TIME TRAINING

Ideally, all staff will be ready to respond and have a working knowledge of this Family Assistance Annex, however Just In Time (JIT) Training should be provided to all staff immediately prior to FAC activation and at the beginning of each operational period for staff not previously trained or as required for late arriving staff. JIT Training should take place on the

day of the incident for all personnel who are filling specific roles. During the training, interpreters and staff serving persons with disabilities should be identified. JIT Training should include verification that ***position checklists*** were received by all personnel. Other resources shared at this time may include flow charts, layout diagrams, a copy of the Incident Action Plan, Communications Plan, telephone lists, copy of the Code of Conduct, objectives of the operational period, safety compliance, the utilization of ICS, information regarding the accommodation of persons with disabilities, etc. JIT Training does not replace participation in FAC training and exercise events but will build on concepts taught and exercised as part of a comprehensive plan implementation program.

4.3.9 NOTIFY STAKEHOLDERS

Once the date, time and location of the FAC have been confirmed, formal notifications should be made to the public. In the initial stages, consistent and exhaustive communication with the public is essential to ensure that those affected by a disaster or emergency know where to go for reunification, help, support and information. The PIO should use a broad range of resources to disseminate FAC service information (e.g., news releases, social media and Alert Monterey County, etc.). Communications must be accessible by persons with disabilities. Information provided should include:

- A brief synopsis of the incident
- A brief synopsis of the services provided at the FAC
- The date, time and location that the FAC will be activated
- FAC operating hours
- The type of information that clients will be asked to provide at the FAC (e.g., furnish government issued identification, description of the victim, including date of birth, etc.)

The PIO should coordinate the service of an information hotline (e.g., 211 Monterey County.) to answer calls from the public, primarily regarding the availability of FAC services. The target audience for this information is family/friends of persons who may be victims and/or missing. Information provided should be limited to the location, hours and contact information for the FAC. In the case where a virtual FAC has been established additional information and services may be disseminated based on the service levels authorized to be provided virtually.

Additionally, the Liaison Officer should work with the Family Assistance Branch Director and PIO to ensure that government and other key stakeholders are notified, including the City, County, State and Federal partners, elected officials, and hospitals (as necessary).

4.3.10 PLAN FOR SUBSEQUENT OPERATIONS PERIODS

The EOC and Family Assistance Branch Director are responsible for coordinating with all participating agencies to ensure that adequate staff are deployed for subsequent operational periods. The EOC and Family Assistance Branch Director is also for determining if additional resources are required, or if certain functional areas can be downsized or eliminated.

4.4 COORDINATION

4.4.1 COORDINATION WITH STAFF

Due to the sensitivity of information regarding the status of incident missing/casualties and the fact that clients in the FAC will be experiencing high levels of anxiety and grief, it is essential that staff communications be accurate, complete, and privately conducted so as not to be overheard in other areas of the FAC. It is the responsibility of all FAC staff members to ensure that critical information concerning reunification/recovery efforts, status/identity of injured victims, and identity of fatalities flows to FAC clients and staff prior to release to outside parties, including the media.

Staff meetings should be held on a regular basis to communicate information concerning FAC operations, status of the recovery effort, and other information of importance. At a minimum, the following staff meetings are recommended:

- An "all FAC staff" meeting once per operational period
- Two command staff meetings, one near the beginning and one near the end of each operational period
- Unit meetings at the discretion of the unit leader
- Demobilization Meeting

4.4.2 COORDINATION WITH SECURITY

FAC communications systems will be established under stress conditions and usually in host facilities that are not owned and operated by the activating entity, or facilities owned by the activating entity but normally used for other purposes. Therefore, it cannot be assumed that communications systems are secure. Staff will have to use utmost discretion in transmitting information within the FAC to ensure that sensitive information concerning victims and clients is not compromised. The following procedures will help to ensure confidentiality of sensitive information:

- Discretion should be used when sensitive information is transmitted by landline or cellular telephone.
- Sensitive information should be shared over the Internet only within password-protected systems.
- Passwords should not be written down, taped, or stored in a non-secure location.
- Information should be shared only with persons with a "need to know."

4.4.3 COORDINATING WITH FIELD-LEVEL INCIDENT COMMAND POSTS

Communications between the incident site and the FAC will follow numerous channels. Those agencies represented at both the FAC and the incident site may use normal internal

communications procedures to share information and status reports. However, it is the responsibility of those agencies to ensure that any information obtained from the incident site through these channels that is relevant to the operation of the FAC be immediately transmitted to the Family Assistance Branch Director. Each FAC agency that also has resources deployed to the incident site must maintain a log of all communications between the FAC and the incident site and record all messages on ICS Form **213 (WebEOC).**

- The Family Assistance Branch Director and the Incident Commander (or representative) establish communications procedures and protocols upon activation of the FAC for the transmittal of information and that affects, or may affect the operations of the FAC.
- Designate the persons (by position title, e.g., Liaison Officer) who have the authority to request or transmit information between the FAC and Incident Command.
- Specify the means of communication to be employed (land line, cell, etc.) and record the applicable contact information.
- Specify a schedule for regular updates.
- If conference calls are scheduled, identify the persons by position that should participate and document contact information.
- Document the agreed-upon procedures in the initial and subsequent Incident Action Plans.
- Maintain a communications log noting the date, time, and name/title of the initiator and receiver and the subject of the communication.
- Document all communications using ICS Form 213 (hard copy or **electronic) (WebEOC).**

4.4.4 COORDINATION WITH HOSPITALS

Communications with hospitals will be handled by the Hospital Admissions Unit representative if on site. Communications with hospitals may be through direct contact via the Hospital Admissions Unit representative or through ReddiNet. The Hospital Admissions Unit is responsible for providing information to hospital and clinic information centers concerning victims. All communications should be documented on ICS Form **213 (WebEOC),** and copies transmitted to the Family Assistance Branch Director. Sensitive information such as the names, condition, or location of victims should be safeguarded to ensure that it is not prematurely released or released to unauthorized persons or entities.

4.4.5 FAC/EOC INTERFACE

The Family Assistance Branch Director, in consultation with the EOC, should establish a regular schedule for briefing the EOC on the operational status of the FAC and document the schedule in the Incident Action Plan for each Operational Period. An agenda should be formalized to ensure that the EOC is kept aware of the operational status of the FAC. The agenda should include, but not be limited to:

- The number of staff, by agency/organization, currently deployed to the FAC.

- The total number of clients visiting the FAC during the current Operational Period (as of the time of the report) and the number of clients currently at the FAC.
- The number of clients not visiting the FAC with whom FAC staff has been in contact with.
- The utilization of a virtualized FAC (if applicable)
- The time, location and subject matter of scheduled client and media briefings.
- The status of the physical facility (i.e., heating, ventilation, and air conditioning systems operating, any safety concerns, etc.).
- Status of supplies and equipment.
- Status of any open resource requests.
- Any security incidents or threats that have occurred or been observed.

Information concerning the number and identity of fatalities can be forwarded to the EOC only upon approval by the Decedent Status Unit, in coordination with the EOC Manager and Family Assistance Branch Director. This information can only be released AFTER appropriate client notifications have been made, and only after the information has been conveyed to clients at the FAC via a client briefing or direct contact. It should always be assumed that information released to any outside person/entity, including the EOC, is no longer secure.

Information concerning the number of seriously injured, their condition, and location can be released ONLY with the approval of the Hospital Admissions Unit in coordination with the EOC Manager and Family Assistance Branch Director.

Upon the occurrence of any medical or security incident, threat, or perceived threat involving the FAC facility, staff, or clients, the Family Assistance Branch Director should report the nature of the incident, response actions taken and the result, current status, and whether outside assistance is required.

4.4.6 COORDINATING WITH LOCAL GOVERNMENT EOCS

FAC staff may maintain communications with their home departments through normal channels. These types of communications may include status reports, alerts of anticipated resource needs, or reach-back for subject matter expertise, information or consultation. However, these communications should be minimized to avoid “back channel” communications that adversely impact FAC operations. Unless otherwise advised, these communications should not include information about families or victims, any resource requests, or the relay of information that affects, or may affect, the operation of the FAC. All formal communications between the FAC and city, County, State, and Federal departments must go through the EOC.

4.4.7 ENSURE COORDINATION BETWEEN MULTIPLE FACS

In the event of a disaster that requires multiple FAC activations, the Monterey County Office of Emergency Services is the coordinating entity in compliance with SEMS. Liaisons from each FAC will coordinate to share information about operations.

5. COMMUNICATIONS AND PUBLIC INFORMATION

5.1 COMMUNICATIONS

Due to the highly sensitive nature of information dissemination following a disaster or emergency, all communications must be handled with the utmost sensitivity and discretion. Release of incorrect information, premature release of information, or release of information through improper channels can result in serious distress to the clients involved. Therefore, it is essential that appropriate procedures and protocols be followed at all times.

Communications between the FAC and external entities will utilize multiple media, including:

- Land line and Cellular telephones
- Incident management software applications (e.g., WebEOC)
- Agency email systems
- Internet Public email systems

As a backup form of communication, it may be necessary to establish radio communications between the FAC and external entities via the Monterey County NGEN Public Safety Radio System.

5.2 VIPS AND ELECTED OFFICIALS

The Liaison Officer, in consultation with the Family Assistance Branch Director, should handle communications with elected officials and VIPs. If a Joint Information Center (JIC) has been established, the Liaison Officer should coordinate with the lead PIO at the JIC before providing any information to an elected official or VIP. If a JIC has not been established, the Liaison Officer should coordinate with the EOC PIO prior to providing any information to an elected official or VIP.

In the event that an elected official or VIP appears on site at the FAC, they should be greeted and briefed by the Liaison Officer and Family Assistance Branch Director outside of the FAC

operations area. If they insist upon entry, the Family Assistance Branch Director may, at his/her discretion, allow the elected official to enter the operations area only if personally escorted by the Family Assistance Branch Director and/or the Government Liaison Officer.

5.2.1 LIAISONS

A disaster significant enough to result in the activation of a FAC will likely involve multiple external agencies, to include representatives from local, State and Federal agencies. This would be particularly evident in those incidents that are considered "high profile".

To facilitate coordinated response, external agencies may deploy agency liaisons to the FAC. If the disaster results in casualties/fatalities to foreign nationals, external liaisons may include consulate representatives. In the event that a FAC is activated in response to an event known or suspected of criminal activity, agency liaisons may include representatives from State or Federal law enforcement agencies.

It is the responsibility of the FAC Liaison Officer to coordinate with external agency liaisons as necessary to ensure that FAC operations are not unduly interrupted. Coordination with external liaison personnel should include the following actions:

- Maintain a current roster of all external liaison personnel in the FAC
- Establish a work area for liaison personnel
- Determine and document the mission/role of each external agency represented in regards to the specific disaster
- Develop a meeting schedule and conduct meetings of external liaison personnel as necessary
- Facilitate exchange of information between external liaison personnel and FAC units as necessary
- Ensure the Family Assistance Branch Director is kept appraised of which external agencies are represented in the FAC

5.3 PUBLIC INFORMATION DISSEMINATION

For the purposes of this plan, outreach is defined as the provision of information to the general public, and family through non-commercial media. The FAC PIO, working with the PIO, JIC, or assigned unit, should utilize all available and practicable means of outreach communications, consistent with the size, extent and duration of the incident.

There are a number of outreach media that may be useful. All of these should be considered, but the PIO/JIC, Family Assistance Branch Director, and the Liaison Officer should jointly determine the outlets ultimately utilized. The following outlets should be considered:

- 2-1-1 United Way

  The United Way of Monterey County provides the following services in support of FAC

operations:

- Provides 2-1-1 service under guidance of the 2-1-1 Steering Committee.
- 2-1-1 is integrated with the Operational Area (OA) Joint Information System (JIS) to provide incident related, non-time-sensitive information to the public.
- Supplemental information on the incident and its impacts, incident support efforts, and recommended emergency protection measures is provided to 2-1-1 by the Emergency Operations Center (EOC)/JIS.
- Upon receiving a call to 2-1-1, call takers provide applicable information as requested to the caller.
- 2-1-1 has the capability to provide information in multiple languages and is configured to support TTY and similar communication accommodations.
- In times of disaster, 2-1-1 significantly alleviates non-emergency calls to 9-1-1 and serves as a vital link for individuals seeking information on the incident, emergency assistance resources, or volunteer opportunities.

- Telephone 911. It is likely that some families may call 911 seeking information. The PIO should provide the Monterey County 911 center as well as the other 911 call centers in the County, including the California Highway Patrol 911 call center, with a script.
- Missing Persons Hotline. In coordination with the lead law enforcement agency, consider establishing a missing persons hotline in order to obtain supplemental information to aid in missing persons reporting.
- Websites. The County and most cities operate websites. The PIO may provide information for posting on existing sites. This information should be limited to information on the location and operating hours of the FAC.
- Secure Access Websites. In some cases, it may be desirable to set-up a password-protected website to provide information to family members that is not available to the general public, especially for major incidents that are likely to remain open for an extended period. However, it should be understood that, even if the site is password protected, it is not likely to remain secure. Clients are likely to share the password with others, or to release it under pressure from the media.
- Coordination with NGOs. NGOs can be of valuable assistance, directly and indirectly, in providing outreach services. The American Red Cross, for example, is responsible for handling many outreach services for air and rail disasters, and has experience in this area. I n the event that an incident results in serious injury or death of the members of one or more ethnic communities, it may be useful to enlist the services of an ethnic, or faith-based NGO to assist in outreach efforts.
- Outreach to Consular Officials. If it is determined or suspected that foreign nationals may be among the victims, contact should be made with the appropriate Consul. The Liaison Officer (or Deputy) will handle all contacts with Consular officials.

- Social Media/New Media. Outlets such as Facebook, Twitter, Nixle, Alert Monterey County etc. should be considered for use on an as needed basis.

The following guidelines should be followed in determining the outreach strategy:

1. Determine the outreach media to be utilized. Considerations for making this determination include:
    - The scale of the incident.
    - The estimated duration of the process of identifying victims.
    - The ethnicity and/or foreign national status of the victims.
    - Whether clients of victims are likely to be mostly local, or whether clients may reside in distant locations.
    - Accommodation for persons with disabilities.
2. Contact the selected outreach organizations and request their participation. Identify contact persons and specify by position persons from the FAC who are authorized to transmit information for dissemination.
3. Prepare and update scripts, web postings, fliers, or other media, and arrange for distribution. All information for distribution should be date/time stamped.
4. Arrange a schedule for transmission of updated material. Prepare and transmit updates on a regular basis (at least daily) or when there is a significant change in status.
5. Coordinate with the Family Assistance Branch Director to determine if outreach channels should be used to gather investigatory information.
6. If the incident is suspected to be the result of an intentional act, coordinate with law enforcement to determine if outreach channels should be used to gather investigatory information.

5.4 MEDIA RELATIONS

Establish the onsite PIO as soon as possible and ensure that the media strategy is approved by the Family Assistance Branch Director. It is essential to maintain a strong, open and credible relationship with the media during and following a disaster. The media have a right and obligation to report the news, and also serve as the best method for communicating information to the general public (and in some cases to family of victims). However, improperly managed, media relations can become adversarial, and/or result in erroneous information dissemination. It is in the interest of both the media and the FAC to ensure that information disseminated to public be accurate, current, and as complete as circumstances allow.

The following guidelines should be followed to ensure success in working with the media.

5.4.1 MEDIA COMMUNICATIONS

The following types of communications with the media may be anticipated:

- Advisories. Advisories are notifications to media of an upcoming event, such as the event, time, location, and identification of who will appear at the event. The advisory should also state if there are any restrictions (pool coverage only, no Q & A, etc.)
- Press Release. Printed, video, or recorded information released to the media. Typically contains updates, statistics, quotes, and similar information.
- Media Briefings. High level briefings conducted by the PIO, which may include subject matter experts, designed to provide technical or background information.
- Press Conferences. Events open to all media to provide information, answer questions, etc. Press conferences are generally arranged by the PIO, but include Incident Management and VIPs.

Copies of all material released to the media should be provided to the EOC, FAC command staff and section chiefs/units/supervisors to ensure unified communications. The PIO (or Deputy) should participate in all FAC internal staff briefings to advise the staff of the information released to the public through the media.

COORDINATE THROUGH THE PIO/JOINT INFORMATION CENTER (JIC)

The PIO should coordinate with the EOC to determine if a JIC has been, or will be, established. If a JIC is established the FAC PIO should coordinate with the lead PIO at the JIC to determine what types of information will be released directly by the FAC PIO, and what types of information will be released through the JIC.

COORDINATE MEDIA BRIEFINGS AND PRESS CONFERENCES

Media briefings and/or press conferences should be scheduled on a regular basis, or when there is new or important information that should be disseminated. A media advisory should precede Media briefings/press conferences. At the close of each media briefing/press conference the media should be advised of the time and location of the next scheduled event.

PROVIDE INFORMATION IN MULTIPLE LANGUAGES

The PIO should determine which languages are appropriate for dissemination of information based on the location of the event and ethnicity of victims. At a minimum, English and Spanish will be required for all events.

Sign interpreters should be provided for all briefings and press conferences. The PIO should request assistance with the translating of material, and the provision of language and sign interpreters as needed.

MONITOR NEWS COVERAGE

The FAC PIO, working with other involved PIOs, should monitor news coverage of the event to ensure that information provided to the media is being reported accurately. The PIO should also take action immediately to correct any misinformation that is being disseminated by the media.

UPHOLD POLICY FOR INCIDENTS RESULTING FROM INTENTIONAL ACTS

In the case of an incident that is known, or suspected to have resulted from an intentional act, the PIO will coordinate with law enforcement prior to release of any information to the media. This is necessary to ensure that released information may not impair or compromise the investigation process.

PROTECT THE RELEASE OF VICTIM AND CLIENT INFORMATION

No information regarding the identity, number, or condition of victims and clients will be released without the explicit approval of the EOC Manager and Family Assistance Branch Director AND confirmation that this information has been already provided to clients.

Likewise, NO information concerning the number, condition, and location of the seriously injured will be released without the explicit approval of the Hospital Admissions Unit.

6. RECOVERY AND DEMOBILIZATION

THE DEMOBILIZATION OF FAC OPERATIONS WILL BE DEPENDENT ON THE SCALE OF THE INCIDENT AND WILL MORE THAN LIKELY BE A GRADUAL WIND DOWN OF OPERATIONS. THIS CAN BE TRIGGED BY AGENCIES NO LONGER NEEDING ANY ASSISTANCE FROM EOC RESOURCES OR WHEN ALL FAMILIES AND FRIENDS HAVE BEEN REUNITED WITH THEIR LOVED ONES, WHETHER ALIVE OF DECEASED. FOLLOWING THE SET-UP OF FAC OPERATIONS, THE PLANNING SECTION WILL BEGIN THE PLANNING PROCESS FOR DEMOBILIZATION IN CONSULTATION WITH THE FAMILY ASSISTANCE BRANCH DIRECTOR AND ESTABLISH A DATE/TIME FOR DEMOBILIZATION.

The Planning Section Chief (or Demobilization Unit, if activated) is responsible for the coordination of demobilization**. ICS form 221 (or via WebEOC)** must be utilized to complete demobilization.

The Planning Section will develop the demobilization plan based on the nature of the incident and the observed needs of the clients. The Planning Section will submit the demobilization plan to the Family Assistance Branch Director for approval. The Planning Section will execute the approved plan.

It is important to note that even when FAC operations conclude and the operation is shut down, those who have used the center's services may need ongoing support. A virtual FAC presence will achieve much of what is needed for continued support. Ongoing support may be in the form of access to financial recovery systems (via Cal OES or FEMA) or in the form of continued mental health care. The Planning Section will work with the PIO and Family Assistance Branch Director to continue virtual operations.

All FAC staff must adhere to their agency/organization's related operation and demobilization policy and protocols.

6.1 REVIEW DEMOBILIZATION CONSIDERATIONS

The parameters that determine when demobilization should occur will vary by incident. The Coroner should be involved in deciding these parameters. Deciding parameters can

include:

- Number of clients seen/day (i.e., less than 5 clients per day register at the FAC three days in a row)
- Number victims still to identify/locate/reunified
- Ability for other organization to handle current operation needs off site
- Need for daily briefings
- Rescue, recovery investigations and identification have decreased to be able to be handled by another ongoing operation
- Ongoing case management and/or hotline number has been established if needed

Typically, the Planning Section Chief may advise the Family Assistance Branch Director to initiate demobilization once the following conditions have been met:

- The last victim has been identified.
- The last family member has been notified.
- A public memorial service has been conducted.
- Provision for the return of personal effects has been arranged
- Family briefings are no longer needed

6.2 COMPLETE DEMOBILIZATION TASKS

Once the Planning Section Chief receives approval to implement the demobilization plan, the following key tasks will be completed:

- Finalize demobilization plan. Ensure that the time frame for demobilization reflects length of FAC operation and nature of incident.
- Notify all participating agencies and the venue.
- Provide date and time of FAC demobilization to clients and service agencies (with as much prior notification as possible).
- Determine and if applicable, ensure the planning and deployment of an ongoing virtual FAC presence.
- Ensure that ongoing case management, counseling and/or a hotline number have been established if needed.
- Collect contact information from all FAC agencies that provided services.
- Coordinate FAC demobilization and address outstanding long-term family management issues

- Provide relevant information to the PIO to prepare public messaging. The PIO should consult with a mental health professional for messaging.
- Provide updates regarding FAC demobilization to the telephone bank, information and referral organizations, and utilized forms of outreach and media.
- Ensure that information regarding demobilization is provided to persons with disabilities.
- Conduct a final transition meeting with the FAC staff, city, County, State and Federal agencies. Inform all staff and participating agencies that counseling services are available to them upon request.
- Ensure that all deployed equipment is returned and coordinate equipment issues with the logistics section chief or assigned resource management deputy/unit.
- facilitate the fac after-action review.

7. PLAN MAINTENANCE

7.1 PLAN MAINTENANCE

The Monterey County Office of Emergency Services (OES) is responsible for Monterey County Operational Area Family Assistance Plan (Annex N) maintenance, including the coordination of training and exercise events. All Steering Committee members are responsible to support these efforts to the greatest extent possible.

The Monterey County Office of Emergency Services should schedule regular presentations on the and Family Assistance Plan (Annex N)to agencies including but not limited to the Monterey County Behavioral Health Department, Monterey County Social Service Department, Monterey County Counsel, Monterey Fire Chief's Association and Monterey County Police Chief's Association and, Monterey County Sheriff.

7.2 TRAINING AND EXERCISES

This plan should be introduced to local entity partners by using fact sheets and presentations. Annually, the Monterey County Office of Emergency Services should contact local entity representatives to inform them that a Family Assistance Center (FAC) Annex exists. It should also disseminate communications regarding future training and exercise events and encourage the sharing of information among the cities and unincorporated areas within the Monterey County Operational Area.

The Monterey County Office of Emergency Services (OES) may consider creating trained, pre-designated "FAC Management Units" that can immediately deploy when establishing a FAC following a disaster. FAC Management Units should include government and NGO stakeholders who would have a key role in FAC operations. The Monterey County Office of Emergency Services should develop specific training for hospitals and staff that explains key FAC concepts, to include information that may be exchanged between hospitals and the FAC, and the coordination strategy between FACs and hospital/clinics.

Law enforcement agencies and fire agencies should develop specific training materials for fire department, police department and Sheriff's department personnel to ensure that they are familiar with the basic concept and benefits of a FAC. Field position checklists for fire and law enforcement agencies should be enhanced to include FAC related notifications as appropriate.

The Monterey County Department of Social Services, in cooperation with the Monterey County Office of Emergency Services, should develop additional training and outreach campaigns for partner organizations, to include those that would provide support with spiritual care and

disability groups.

Exercises should be developed that provide key city and County stakeholders with an opportunity to participate in simulated FAC operations, including the utilization of actors or volunteers to serve as FAC clients. Future operations-based exercises should look specifically at:

- Client flows within the FAC
- Utilization and flow of forms
- Registration and badging process
- Integration of staff from various agencies
- Client notification process

Future exercises should include volunteers who represent people with disabilities or AFN, to include children, persons with disabilities, medically frail, etc. Anyone who represents people with disabilities should have the portrayed disability.

Agencies should be incorporated into other emergency preparedness exercises in addition to FAC-specific exercises in order to acquaint them with ICS procedures.

As additional training and exercise events are held, continue to refine the potential roles and services that can be filled/provided by NGOs (support with registration, food, spiritual care, etc.)

Web-based JIT Training should be conducted on a semi-annual basis.

The Monterey County Office of Emergency Services should meet periodically with potential FAC sites to ensure that facility staff are familiar with FAC activation procedures.

7.3 RESOURCES

FAC “go-kits” (or similar) should be created by participating County agencies (OES, DSS, Sheriff/Coroner) and incorporated into trainings. The kits should contain FAC essential items, such as forms, signage, training materials, badging materials, checklists, and other pertinent supplies. Ensure that FAC forms and signs are available in multiple languages, Braille, large print etc.

GLOSSARY OF TERMS

AFTER-ACTION REPORT (AAR) – The AAR is the principal post-exercise document developed in partnership with evaluators, sponsoring agencies, and key participants from Federal, State, and local agencies. It provides a historical record of findings and forms the basis for refinements to plans, policies, procedures, training, equipment, and overall preparedness of an entity. AARs describe preliminary observations, major issues, and recommendations for improvements.

BIOHAZARD – A biohazard is a biological agent or condition (e.g., an infectious organism or insecure laboratory procedures) that constitutes a hazard to humans, animals and/or the environment.

COMMUNITY EMERGENCY RESPONSE TEAM (CERT) - A program managed by the Federal Emergency Management Agency (FEMA) and designed to create teams of trained disaster volunteers in local communities. Most of these teams are managed at the local level by the local fire or police department.

CONTINUITY OF OPERATIONS (COOP) – COOP is an internal effort within an individual governmental jurisdiction or private sector enterprise to ensure that the capability exists to continue to provide essential functions and services across a wide range of potential emergencies, including localized acts of nature, accidents, and technological and/or attack-related emergencies.

CREDENTIAL – An element of the individual's qualifications, including education, training, work experience, or hospital affiliation.

CRITICAL INCIDENT STRESS DEBRIEFING (CISD) – A CISD refers to the "Mitchell model" (Mitchell and Everly, 1996), a 7- phase, structured group discussion, usually provided 1 to 10 days post-crisis. It is designed to mitigate acute symptoms, assess the need for follow-up, and if possible, provide a sense of post-crisis psychological closure for responders.

CRITICAL INCIDENT STRESS MANAGEMENT (CISM) – CISM is an integrated system of interventions designed to prevent and/or mitigate the adverse psychological reactions that often accompany emergency services, public safety, and disaster response functions.

DEPARTMENT OPERATIONS CENTER (DOC) – The location from which department management personnel can supervise and coordinate field emergency response.

EMERGENCY OPERATIONS CENTER (EOC) – An emergency operations center is the site from which civil government officials (municipal, County, State, and Federal) exercise direction and control in an emergency.

EMERGENCY RESPONSE TEAM (ERT) – The ERT is composed of Federal program and support personnel that FEMA activates and deploys into an area affected by a major disaster or emergency. The team is an interagency unit, consisting of the lead representative from each Federal department assigned along with members of the Federal coordinating officer's staff.

EMERGENCY SUPPORT FUNCTION (ESF) – An ESF is a specific area of response activity established to facilitate coordinated Federal delivery of assistance required to save lives, protect property and health, and maintain public safety. These functions represent the types of Federal assistance that the State likely will need most because of the overwhelming impact of a catastrophic event on local and State resources.

FAMILY ASSISTANCE CENTER – A Family Assistance Center (FAC) is an established collection point of family members of victims resulting from disaster or emergency. A FAC has a dual supportive role. First, the FAC seeks to provide a private place for families to grieve; protect families from the media and curiosity seekers; facilitate information exchange between key government agencies and families so that families are kept informed and information can be obtained that will assist in provide notifications to families of victims. Second, the FAC provides a venue and access to family and recovery needs in the area of emotional, spiritual, medical, logistical and financial. The term Family Assistance Center can be interchangeable with Local Assistance Center.

INCIDENT ACTION PLAN (IAP) – A planning tool used in major incident management to assist response agencies in mitigating a large-scale emergency. Can be referred to as an Event Action Plan for planned events.

JOINT INFORMATION CENTER (JIC) – Location from where local, State, and Federal PIOs gather to produce and release information regarding an incident to the media and the public. The purpose of the JIC is to send a consistent and clear message to the public in order to reduce fear and anxiety.

LOCAL ASSISTANCE CENTER (LAC) – Local Assistance Center (LAC) is a “one-stop shop” for information and resources to assist disaster victims. The mission of the LAC is to assist communities by providing a centralized location for an array o services, access to potential service providers, and resource referrals in the affected area. The LAC also serves to continue regular government services when normal systems have been disrupted. The term Local Assistance Center can be interchangeable with Family Assistance Center.

MASS CASUALTY INCIDENT – The Los Angeles County EMS Agency (Department of Health Services) defines an MCI as the combination of numbers of ill/injured patients and the type of injuries going beyond the capability of an entity’s normal first response.

MASS CASUALTY INCIDENT – The Los Angeles County EMS Agency (Department of Health Services) defines an MCI as the combination of numbers of ill/injured patients and the type of injuries going beyond the capability of an entity’s normal first response.

MASS FATALITY INCIDENT – A Mass Fatality Incident (MFI) is a surge of deaths above what is normally managed by normal medico legal systems.

SPONTANEOUS VOLUNTEER – A person who arrives at an incident site to provide services without being solicited for help or requested by an agency responding to the incident.

UNIFIED COMMAND – A shared command structure between all agencies heavily involved in an incident response.

ACRONYMS

ACRONYM	DEFINITION
AFN	Access and Functional Needs
CaDCA	California Department of Consumer Affairs
CEO	Chief Executive Office
DMAC	Disaster Management Area Coordinator
EMS	Emergency Medical Services
EOC	Emergency Operations Center
FAC	Family Assistance Center
GIS	Geographic Information System
HIPAA	Health Insurance Portability and Accountability Act
ICS	Incident Command System
IT	Information Technology
JIC	Joint Information Center
JIT	Just-in-Time
LAN	Local Area Network
LAC	Local Assistance Center
MAC	Medical Alert Center
MCI	Mass Casualty Incident
MFI	Mass Fatality Incident

MOA	Memorandum of Agreement
NGO	Nongovernmental Organization
NIMS	National Incident Management System
NOK	Next of Kin
NTSB	National Transportation Safety Board
OARRS	Operational Area Response and Recovery System
PIO	Public Information Officer
SEMS	Standardized Emergency Management System

APPENDIX A | STAFFING RECOMMENDATIONS

APPENDIX A STAFFING RECOMMENDATIONS

	Scale of Incident	Small	Medium	Large	Catastrophic
	Potential Victims	<50	51-300	301-1000	>1000
	Family & Friends	<400	401-2400	2401-8000	>8000
Command	Family Assistance Branch Manager	1	1	1	1
	Deputy Branch Director	1	1	2	2
	Liaison Officer	1	1	1	1
	Assistant Liaison Officer	TBD	TBD	TBD	TBD
	PIO	1	1	1	1
	Assistant PIO	TBD	TBD	TBD	TBD
	Security Unit Supervisor	1	1	2	2
	Site Safety Unit	1	1	1	1
	Site Security Unit	TBD	TBD	TBD	TBD
	Client Briefing Coordinator	1	1	1	1
Family Assistance Branch	**Reception/Registration Unit**				
	Reception/Registration Unit Supervisor	1	1	1	1
	Reception/Registration Unit	2	4	6	10
	Staff Check In	1	2	2	4
	Greeter	Activate as Necessary	Activate as Necessary	Activate as Necessary	Activate as Necessary
	Escorts/Runner	2	4	6	10
	Family Host Unit				
	Family Host Unit Supervisor	1	1	2	2
	Family Host Group Staff	2	2	4	6

APPENDIX A STAFFING RECOMMENDATIONS

	Scale of Incident	Small	Medium	Large	Catastrophic
	Potential Victims	<50	51-300	301-1000	>1000
	Family & Friends	<400	401-2400	2401-8000	>8000
Family Assistance Branch	**Reunification Division**				
	Reunification Division Supervisor	1	1	1	1
	Deputy Reunification Division Supervisor	0	0	2	2
	Notification Unit				
	Notification Unit Supervisor	1	2	3	5
	Notification Unit Staff	4	8	12	30
	Hospital Admissions Unit				
	Hospital Admissions Unit Supervisor	1	1	1	1
	Hospital Admissions Unit Staff	1	2	4	6
	Decedent Status Unit				
	Decedent Status Unit Supervisor	1	1	2	2
	Decedent Status Unit Staff	2	2	3	5
	Missing Persons Unit				
	Missing Persons Unit Supervisor	1	1	1	1
	Missing Persons Unit Staff	1	2	4	6
	Investigative Services Unit				
	Investigative Service Supervisor	1	1	2	2
	Investigative Services Staff	2	4	6	8

APPENDIX A STAFFING RECOMMENDATIONS

	Scale of Incident	Small	Medium	Large	Catastrophic
	Potential Victims	<50	51-300	301-1000	>1000
	Family & Friends	<400	401-2400	2401-8000	>8000
	Services Unit				
	Services Unit Supervisor	1	1	1	1
	Deputy Service Unit Supervisor	0	1	2	2
	Mental Health Services Unit				
	Mental Health Services Unit Supervisor	1	1	1	1
	Mental Health Services Unit Staff	5	10	40	60
	Spiritual Care Unit Lead	1	1	2	3
	Spiritual Care Unit Staff	TBD	TBD	TBD	TBD
	Social Services Unit				
	Social Services Unit Supervisor	1	2	3	4
	Social Services Unit Staff	2	4	6	10
	Victim Services Unit				
	Victim Services Unit Supervisor	1	1	1	2
	Victim Services Unit Staff	2	4	8	10
	Public Health Unit				
	Public Health Services Unit Supervisor	0	0	2	4
	Public Health Services Unit Staff	1	2	4	10
	Recovery Services Unit				
	Recovery Services Unit Supervisor	1	1	2	2
	Recovery Services Unit Staff	TBD	TBD	TBD	TBD

APPENDIX B | ROLES AND RESPONSIBILITIES

		EOC Leadership	Facility Representative	FA Branch Leadership	Reception/Registration Unit	Family Host Unit	Reunification Division	Notification Unit	Hospital Admissions Unit	Decedent Status Unit	Missing Persons Unit	Investigative Support Unit	Service Unit	Mental Health Service Unit	Spiritual Care Unit	Social Services Unit	Victim Services Unit	Public Health Unit	Recovery Services Unit	Security Unit	Public Information	Virtual FAC	Planning Section	Operations Section	Logistics Section	Finance/Admin Section
Local Governmental Entities	Incorporated Areas	X		X	X	X	X	X			X	X	X							X	X	X	X	X	X	
	Monterey County Office of Education		X				X																			
	School Districts		X																							
	Monterey Salinas Transit																								X	
Monterey Operational Area	County Administrator's Office	X		X																						X
	Monterey County Office of Emergency Services	X		X		X																	X	X	X	X
	Monterey County Department of Social Services					X							X	X		X						X		X		
	Monterey County Health Department								X				X	X				X								
		EOC Leadership	Facility Liaison	FA Branch Leadership	Reception/Registration Unit	Family Host Unit	Reunification Division	Notification Unit	Hospital Admissions Unit	Decedent Status Unit	Missing Persons Unit	Investigative Support Unit	Service Unit	Mental Health Service Unit	Spiritual Care Unit	Social Services Unit	Victim Services Unit	Public Health Unit	Recovery Services Unit	Security Unit	Public Information	Virtual FAC	Planning Section	Operations Section	Logistics Section	Finance/Admin Section
	Monterey County Health Department - Behavioral Health					X	X	X					X	X								X				
	Monterey County Sheriff	X		X			X	X	X	X	X	X								X						
	Monterey County District Attorney Victim/Witness Unit				X	X	X	X					X				X					X				
	Monterey County Resource Management Agency																								X	
NGO's, Non-Profits, CBO's	Hospitals								X																	
	Red Cross					X							X	X		X			X		X	X				
	Salvation Army					X							X			X			X							

		EOC Leadership	Facility Liaison	FA Branch Leadership	Reception/Registration Unit	Family Host Unit	Reunification Division	Notification Unit	Hospital Admissions Unit	Decedent Status Unit	Missing Persons Unit	Investigative Support Unit	Service Unit	Mental Health Service Unit	Spiritual Care Unit	Social Services Unit	Victim Services Unit	Public Health Unit	Recovery Services Unit	Security Unit	Public Information	Virtual FAC	Planning Section	Operations Section	Logistics Section	Finance/Admin Section
	SPCA for Monterey County												X						X							
	United Way of Monterey County / 2-1-1												X								X	X				
Private Sector	PGE												X						X							
	Cal Water												X						X							
State Agencies	Cal OES	X											X						X							
	Cal Health and Human Services Agency												X						X							
	Cal Department of Social Services												X						X							
	Cal Department of Public Health												X						X							
	California Department of Food and Agriculture												X						X							
		EOC Leadership	Facility Liaison	FA Branch Leadership	Reception/Registration Unit	Family Host Unit	Reunification Division	Notification Unit	Hospital Admissions Unit	Decedent Status Unit	Missing Persons Unit	Investigative Support Unit	Service Unit	Mental Health Service Unit	Spiritual Care Unit	Social Services Unit	Victim Services Unit	Public Health Unit	Recovery Services Unit	Security Unit	Public Information	Virtual FAC	Planning Section	Operations Section	Logistics Section	Finance/Admin Section
Federal Agencies	Federal Emergency Management Agency (FEMA)	X		X															X							
	National Transportation Safety Board (NTSB)							X				X							X							
	Federal Aviation Administration (FAA)							X				X							X							
	Federal Railroad Administration (FRA)							X				X							X							
	Federal Bureau of Investigations (FBI)							X		X		X								X						

APPENDIX 3 - AGENCY AND ENTITY ROLES AND RESPONSIBILITIES

(NOT DONE)

- **Cities and Districts**
  - **Incorporated Areas**
    - Local governments within the Monterey County Operational Area (OA) coordinate with the OA's Emergency Operations Center (EOC) for the management and functioning of Family Assistance Centers. Depending on the location and extent of the disaster or emergency, local governments provide support throughout the entire Family Assistance process, to include Leadership (at both the EOC and Family Assistance Center), Reception/Registration, Family Host, Reunification Unit, Services Unit, and Security Unit.
  - **Monterey County Office of Education**
    - The Monterey County Office of Education (MCOE) provides support to Family Assistance operations by coordinating with local school districts on training and facility use during Family Assistance Center operations. In addition, the MCOE maintains a fleet of busses that may be mobilized to supplement other mass transportation assets.
  - **School Districts**
    - Based on the nature, location, and extent of the disaster or emergency school districts may be involved in initial reunification based on plans each district is required to maintain and implement. Events taking place at or near a school site will require execution of those plans in coordination with the local public safety agencies and when necessary the Monterey County Office of Emergency Services.
    - School sites may be used as a location(s) for Family Assistance Center. In those instances, the school district will provide a facility liaison to ensure appropriate access and use. California Education Code, Section 32282 states "Establishing a procedure to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The school district or county office of education shall cooperate with the public agency in furnishing and maintaining the services as the school district or county office of education may deem necessary to meet the needs of the community.
  - **Monterey-Salinas Transit**
    - Monterey Salinas Transit provides logistical support in the form or transportation needed for clients and families to and from any disaster site and Family Assistance Center.

- **Monterey County Operational area (OA)**
  - This section summarizes the roles and responsibilities of County agencies in their role as the Operational Area (OA) entity.
  - **County Administrator's Office**
    - The County Administrative Officer (CAO) serves as the County's Director of Emergency Services, with the Office of Emergency Services (OES) Emergency Manager reporting to the County Administrative Officer (CAO) through the Assistant CAO for Intergovernmental and Legislative Affairs. The County Administrative Officer (CAO) authorizes emergency proclamations outside of Board of Supervisors sessions and provides staff, equipment and supplies necessary to operate the Operational Area (OA) Emergency Operations Center (EOC).
  - **Monterey County Office of Emergency Services**
    - The Office of Emergency Services (OES) is tasked with opening the County Emergency Operations Center (EOC) and directing the operations of government staff, NGO representatives, and other personnel assigned to Emergency Operations Center (EOC) operations in support of the disaster or emergency.
    - The Emergency Operations Center (EOC) Standard Operating Procedures document contains descriptions of Emergency Operations Center (EOC) staff positions and their assigned responsibilities. The Office of Emergency Services (OES) staff is trained to the Incident Command System (ICS) 400 level or greater.
  - **Monterey County Department of Social Services**
    - Monterey County Department of Social Services provides subject matter experts for key positions in the Emergency Operations Center (EOC), as well as registered Disaster Service Workers (DSWs) for staffing Family Assistance Centers Staff members have received Incident Command System (ICS) training to ICS-100 level or greater.
    - Monterey County Department of Social Services staff's the Family Host Unit as well as the Services Unit of the Family Assistance Center:
      - Provides Family Host Unit Members
      - In coordination with American Red Cross, sets up and operates shelters
      - Coordinates the provision disaster mental health assistance, and spiritual care
      - Coordinates with the SPCA for Monterey County on animal sheltering operations and assistance

        - Participates in joint planning, training, and exercise activities with Office of Emergency Services (OES) and other local and regional partners and stakeholders
    - The Monterey County Department of Social Services, Aging and Adult Services Branch is responsible for managing the Monterey County Op Area Functional Assessment Service Teams.
- Monterey County Sheriff
    - The Monterey County Sheriff's Office is the lead agency for ordering evacuations, as well as providing security for evacuated areas and care and shelter sites in the County of Monterey.
    - The Monterey County Sheriff's Office is part of the leadership team for Family Assistance Operations and provides staffing for the Reunification and Security Units.
    - The Coroner's Section staffs the Decadent Status Unit.
- Monterey County District Attorney Victim/Witness Unit
    - The Monterey County District Attorney's Office, Victim/Witness Unit staffs the Victim Services Unit.
    - Victim/Witness Assistance Program
        - The Victim/Witness Unit provides services to victims/witness of all type of crimes. The assistance includes those items listed in the Monterey County District Attorney, Crisis Response Plan for Mass Casualty/Mass Victimization
        - The Victim/Witness Unit Coordinates with other victim assistance programs and groups as required and necessary to provide robust services from the Family Assistance Center. This includes other local, state and federal victim assistance agencies.
- Monterey County Health Department
    - The Monterey County Health Department's Environmental Health Bureau regulates food safety, sanitation, and general environmental health and safety of a Family Assistance Center.
    - The Behavioral Health Bureau provides staffing for the Mental Health Unit and Public Health Unit
    - The Emergency Medical Services Agency works with a system of EMS providers (both transport and first responders), hospitals, and communications centers to provide emergency medical services for Monterey County and provides staff for the Hospital Admissions Unit and Public Health Unit.

- Monterey County Resource Management
    - The Monterey County Resource Management Agency conducts safety assessments for Family Assistance Centers

- Non-governmental, non-profit, Community -based organizations
    - Hospitals
        - Hospitals provide assistance to staff assigned to the Hospital Admissions Unit in determining the location and status of the missing after a disaster or emergency.
        - Hospitals will employ and update ReddiNet as identified in the Monterey County EMS System Policy, ReddiNet, Internet-Based EMC Communication System (Policy Number 370).
    - American Red Cross, Central Coast Chapter
        - The American Red Cross (ARC) is a key agency for Monterey County Family Assistance Center Operation and the leading disaster relief NGO agencies to ensure that long-term - not just immediate – needs are met for survivors, families of the deceased, and the general public.
            - In general, the American Red Cross:
                - Provides staff/volunteers as Family Hosts, staffing for the Mental Health Services Unit, Social Services Unit, Recovery Services Unit, virtual FAC, and logistics.
                - Provides specially trained Red Cross Disaster Mental Health, Disaster Spiritual Care, and Health Services volunteers
        - As described in the Monterey County Emergency Operations Plan (EOP), the American Red Cross:
            - Provides subject-matter expertise on planning, preparedness, and response activities, as well as American Red Cross-specific activities in these areas;
            - Provides information about current American Red Cross Mass Care and Shelter activities, as requested, before, during and after response operations;
            - Promotes cooperation and coordination among national-level, NGOs that provide Mass Care and Shelter services, and appropriate governmental entities engaged in planning for response to major disasters;
            - Facilitates and supports reunification programs during major disasters; and

- Promotes public information sharing through its website and social media platforms.

- American Red Cross staff's the American Red Cross Human Care and Shelter Unit of the Emergency Operations Center (EOC) Mass Care and Shelter Branch
  - Sets up and operates shelters; Provides food, emergency first aid, disaster mental health assistance, disaster health services, disaster spiritual care, disaster assessment for residences, disaster information dissemination, and bulk distribution of relief items;
  - Supports spontaneous shelters;
  - Coordinates with the SPCA for Monterey County on animal sheltering operations collocated with American Red Cross shelters;
  - Integrates community resources to enhance shelter and support services, and fill gaps in resource availability; and
  - Participates in joint planning, training, and exercise activities with Office of Emergency Services (OES) and other local and regional partners and stakeholders.
  - Provide Red Cross, Disaster Mental Health staff to participate in the Family Care Teams (DMH, Red Cross, Salvation Army) led by the Department of Mental Health.
  - If IC activates its Mass Casualty Patient Tracking Protocol:
    - Activate Patient Connection and the designated Patient Connection 800 number for members of the public to call seeking information about individuals who may have been injured.
  - Support care and monitoring of staff during all phases of response, provide education on coping tips, offer reminders and suggestion regarding self-care and opportunities to process critical moments.
  - Support the Office of the Monterey County Coroner) when death notifications are being made to families at the FAC.
  - Support family reunification both within the FAC and in the community.
  - As needed, collaborate with Red Cross Disaster Mental Health Staff across the country to support local needs, by supporting families in the event a death notification is required out of the area away from the FAC and the local community.
  - Collaborate with IC, logistics and planning groups, local government, and community partners to schedule and/or participate in any events

to facilitate the grieving process such as memorial services, meetings and benefits.

- As needed provide support with Post Deployment Interviews with staff who served at any stage of the response.
- Provide canteen and other support services as requested by the Unified Coordination group.

- Salvation Army
  - Provide disaster chaplains to be established as part of family care teams (DMH, Red Cross, Salvation Army) to provide Emotional and Spiritual Care (ESC) as needed and as appropriate. This would include staff designated to certain areas of each phase to support individuals with increased needs and/or stress/grief reactions.
  - Support Office of the Monterey County Coroner when death notifications are being made to families at the FAC.
  - Provide appropriate spiritual care when needed. This includes compassionate presence, spiritual care practices as requested, and networking with local known contacts when available. A referral system would also be in place between DMH, Salvation Army, and Red Cross staff when specific needs are identified that agencies have a specialization in.
  - Support staff shift change with personal debriefings, reminders for self-care, and identify any immediate strategies (if needed) for support.
  - Support care and monitoring of staff during response, including opportunities to process critical moments or event reactions.
  - Support Post Deployment Interviews (PDI) with staff/volunteers encouraging active self-care and triaging for longer term needs.
  - Collaborate with IC, logistics and planning groups, local government, and community partners to schedule and/or participate in any events to facilitate the grieving process such as memorial services, meetings and benefits.
  - Provide information to MEMA regarding additional resources available to impacted individuals and families through Salvation Army (ex. food, clothing, personal care products, vouchers, social services, etc.).

- SPCA for Monterey County
  - The SPCA for Monterey County is responsible for providing animal shelters for residents who chose to take their small animals with them. In addition, the SPCA is equipped to provide welfare checks, food, water, and limited

transportation for livestock and other large animals whose care is not feasible at an animal shelter.

        - Roles and responsibilities of the SPCA for Monterey County are further described in the Animal Response Annex to the Operational Area (OA) Emergency Operations Plan (EOP).

    - The United Way of Monterey County / 2-1-1
        - The United Way supports the Operational Area (OA)'s response by coordinating and operating the county's Volunteer Reception Center (VRC). Individuals and organizations interested in volunteering in relief efforts are directed to the VRC which coordinates volunteer just-in-time training and deployment of appropriately trained volunteers where needed
    - Private Sector Organizations
        - Private-sector companies and associations have roles in supporting Mass Care and Shelter services. These organizations work closely with the Emergency Operations Center (EOC) to provide essential services such as food, water, power, communications, transportation, medical care, fuel and other life sustaining commodities

- Volunteer Organizations After a Disaster (VOAD)
    - Northern California VOAD is an association of organizations and their government partners that provide disaster-related services to residents throughout the 48 northernmost counties in the state. It also serves as a convening body for local VOADs in the region.

- Regional and State agencies
    - California Governor's Office of Emergency Services (CAL OES)
        - Cal OES is responsible for the coordination of overall state agency response to largescale disasters in support of local jurisdictions. The office is responsible for assuring the state's readiness to respond to and recover from all hazards – natural, manmade, war-caused emergencies and disasters – and for assisting local jurisdictions in their emergency preparedness, response, recovery, and hazard mitigation efforts. In cooperation with local government, the Cal OES Individual Assistance Branch (IA) Section will work with the local government to identify the appropriate number and location(s) of FACs to be established based on disaster-specific criteria.

- The Cal OES Liaison is appointed by the Cal OES IA Section and will work in partnership with the FAC Manager to help make the FAC successful. Duties may include:
    - Cal OES is responsible for coordinating the participation of state and federal agencies in a FAC. Cal OES may provide financial support for eligible costs associated with FAC operations through the California Disaster Assistance Act (CDAA). In order to implement CDAA, the Governor must have proclaimed a state of emergency that includes Monterey County.
    - Coordinating and making recommendations regarding the layout of the FAC and where State and Federal Agencies will be stationed.
    - Identifying and coordinating with the Family Assistance Branch or Logistics Section to ensure the appropriate number of outlets and/or extension cords, telephone/fax lines, copy machines, printers, internet access to accommodate program providers are set up.
    - Identifying and coordinating with the Family Assistance Branch or Logistics Section to ensure there are signs for State and Federal Agency participant's stations.
    - Coordinating and making recommendations to ensure adequate signage is placed outside the FAC to easily identify the center for disaster survivors.
    - Coordinates with the Family Assistance Branch and PIO to ensure adequate notifications and announcements have been made to the public announcing the FAC opening.
    - Coordinates with the Family Assistance Branch to obtain daily intake client counts. Pre-identifies with the Family Assistance Branch or Planning Section if they plan to prepare their counts by households or individuals.
    - Communicate state agency participation to Family Assistance Branch Manager.
    - Communicates state agency daily counts to Family Assistance Branch and Planning Section.
    - Coordinates with the Family Assistance Branch a briefing and debriefing for LAC participants.
    - Participates in After Action activities.
    - Communicates any needs to the Cal OES IA Section.

    - California Health and Human Services Agency (CHHS)
    - California Department of Social Services (CDSS)
    - California Department of Public Health (CDPH)
    - California Department of Food and Agriculture

- Federal agencies
    - Federal Emergency Management Agency (FEMA)
    - National Transportation Safety Board (NTSB)
    - Federal Aviation Administration (FAA)
    - Federal Railroad Administration (FRA)
    - Federal Bureau of Investigations (FBI)

- Operational Area (OA) Emergency Operations Center (EOC)
    - Position roles and RESPONSIBILITIES
        - Operational Area (OA) Emergency Operations Center (EOC)
        - Law Enforcement Branch
        - Fire and Rescue Branch
        - Medical and Health Branch
        - Care and Shelter Branch
    - Public NOTIFICATION/Alerts
    - JPAWS
    - Alert Monterey County
    - 2-1-1 EOC Call Center
    - Social Media
        - e-mail address dedication for reunification
        - Reunification webpage (activation)
            - Missing person's biographical
            - Reporting person's name, contact, relationship to missing
            - Photograph submittal

APPENDIX C | SITE DIAGRAMS

APPENDIX 5 - SITE CONSIDERATIONS AND DIAGRAMS

Considerations

Location

- Proximity to disaster scene.
    - Located close enough to the site of the disaster to allow response and recovery personnel and others to travel easily among the site but far enough from the site that victim/families/clients are not continually exposed to the scene and will not impede response efforts.
- Adequate Road Capacity leading to site as well as accessible ingress and egress.
- Proximity to lodging and personal needs.
- Safe from disaster-prone areas.
- Location for media access area away from those seeking reunification/assistance
- Media area (room for media vehicles, etc.)
- Staging area and parking for FAC clients, staff, and media.
- Accessible by those with access and functional needs
- Parking lot layout that is amenable to law enforcement access restriction

Building Structure:

- Size to accommodate all
    - On average 3-6 family members for each potential victim seeking/needing reunification and/or assistance.
- Accommodation for necessary security measures to monitor access and activities.
- Ability to service food and space for overnight stays, if necessary
- Alternate backup power source
- Adequate number of parking spaces

Interior Needs

- Release points for those reunified
- Command Center

- Separate areas for staff check-in, client check-in, waiting rooms, briefing room, command meetings, work rooms, and other areas indicated on sample layout diagrams
- Restricted areas for Reunification and Security Units and for client notifications and interviews.
- Separate areas for spiritual care, mental health, public health, social services, recovery services.
- Family members access to private and quiet rooms for rest and reflection.
- Area for notifications and interviews (private areas)
- Bathrooms and sanitary facilities, including diaper change stations
- Break/rest area for workers that is out of sight and sound of family members
- Additional rooms for supply storage
- Appropriate space for a childcare area
- First Aid and Public Health Area
- Heat and/or air conditioning
- Access to a charging station for cell phones and computers; tables and enough chairs for all family
- High capacity telephone service; TTY capability
- Internet access, Wi-Fi
- Televisions
- Automated External Defibrillator (AED)

Site Acceptability Checklist

- ☐ **Client Reception/Check-in Area**: At the Family Assistance Center (FAC) facility entrance, the registration staff will obtain identification information from clients. At this time, registration staff will also assess client needs for specific needs accommodations or support services, to include mental health, spiritual care, public health services, social services, childcare and food services (if available).

- ☐ **Client Badging Area (optional):** Authorized clients may receive an identification badge, FAC forms packet and waiting area assignment. Clients will be instructed to complete the FAC forms and return the forms to registration/Family Host staff. The client will be escorted to the waiting area or support services areas (e.g., counseling area, spiritual support area, etc.) as requested.

- ☐ **Client Briefing Area**: Separate client briefing room will be established for clients to gather and hear briefings.

- ☐ **Client Waiting Area**: While in the waiting area, clients will be given an opportunity to review and complete their forms.

- ☐ **Client Services Unit Areas**: Individual rooms for mental health, spiritual care, public health, social services, victim services, and recovery services should be provided near the waiting area

- ☐ **Client Feeding Area:** An area should be established for clients to gather and eat.

- ☐ **Staff Reception/Check-in Area**: At a FAC facility entrance (separate from the client registration area), the registration staff will obtain identification information from staff and cross reference their name to a list of FAC staff.

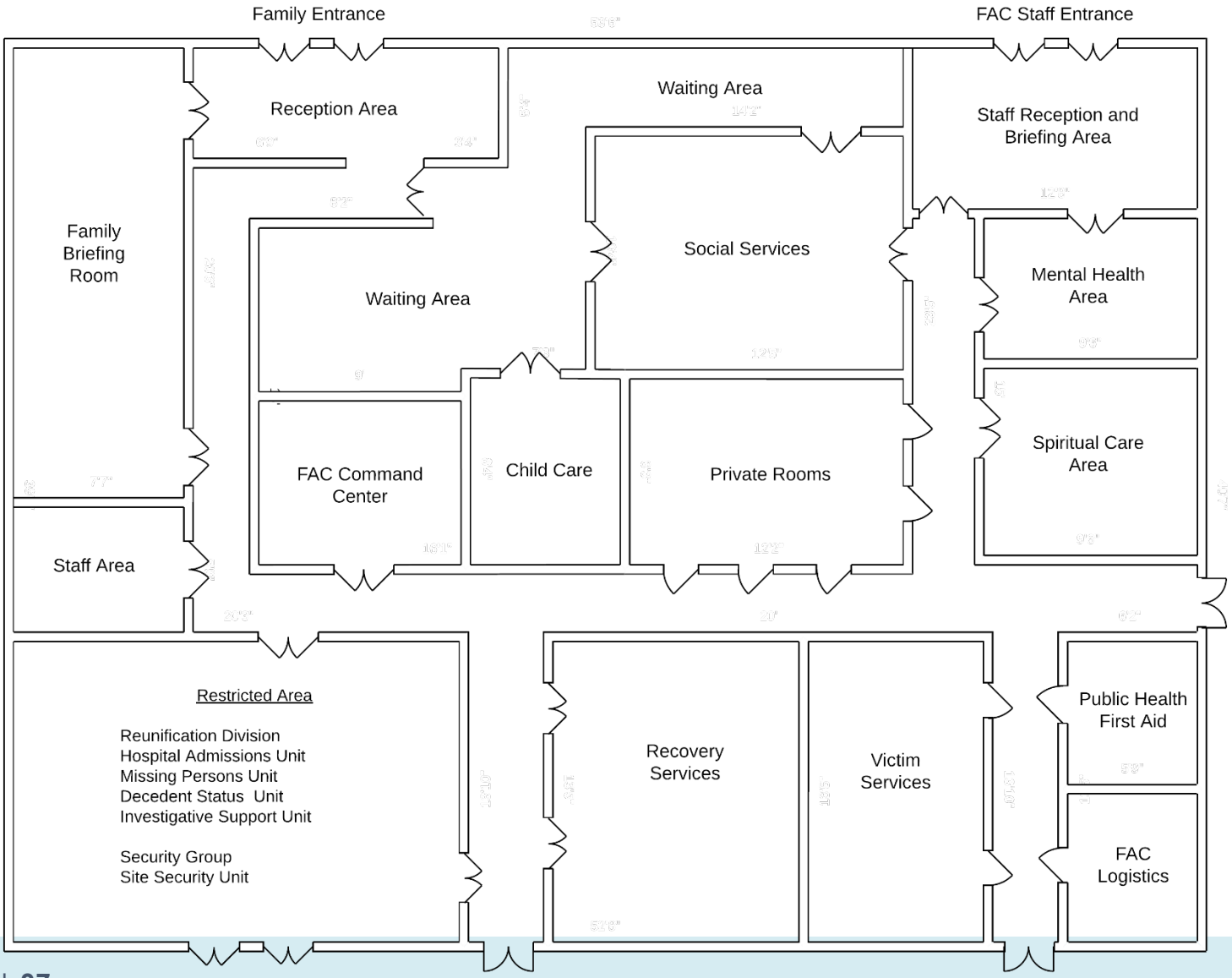
- ☐ **(Staff) Restricted Area:** The client form review and matching process will take place in the restricted area. As such, a work room should be provide where the Hospital Admission Team, Missing Persons Team and Decedent Status Team can compare agency records to client forms to determine the identity, status and/or the location of the victim. The restricted area should also provide for individual workrooms for each of the three involved team, as well as multiple private notification rooms.

- ☐ **Investigative Support Area:** Private interview rooms may be required for investigative interviews of victims and witness by the investigative Support Team

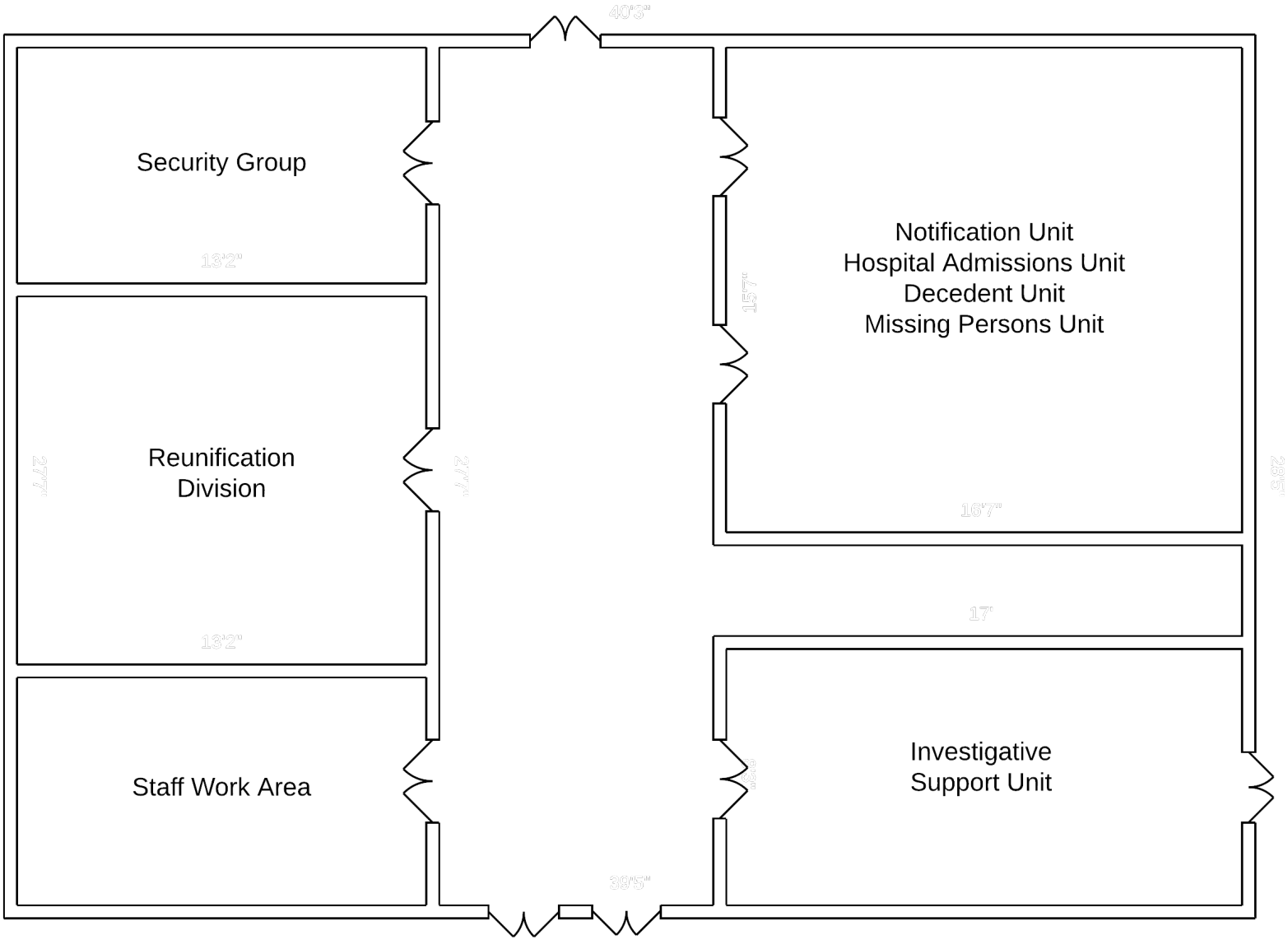
- ☐ **Command Staff Briefing Area:** A conference room should be provided where command staff can conduct briefings and share pertinent information regarding FAC operations. Command areas should be located in close proximity to the Family Briefing areas

- ☐ **Staff Work Area:** A common work area should be provided for FAC staff to conduct briefings and take care of administrative tasks.
- ☐ **Staff Break Room:** There should be a separate feeding area/break room for staff.
- ☐ **Logistics Area:** This is an area where logistics and IT personnel can manage communications and store logistical items.
- ☐ **Private Rooms:** A private room where clients can go if they desire to be left alone and/or to appropriately express cultural/spiritual acts.

Family Assistance Center Floor Plan Option



Family Assistance Center Restricted Area Floor Plan Option



APPENDIX D | SITE SECURITY

APPENDIX 6 – SITE SECURITY ARRANGEMENTS

SECURITY OVERVIEW

This section describes how security will be implemented and managed internally and externally of the Family Assistance Center (FAC). Law enforcement will coordinate FAC security, to include management and staffing of site security operations.

FAC security staff will principally consist of sworn law enforcement officers. FAC venue security guard services may be contracted for general security purposes and/or client vehicle parking direction, if appropriate. FAC security policy encompasses the overall responsibility of managing and staffing internal and external FAC security operations. This includes identification of FAC staff, support service personnel, clients, media (if applicable) and all other personnel authorized for FAC access. Also, maintaining a visible presence at high security or restricted areas such as the interview or childcare areas to make certain that only authorized persons with appropriate credentials are granted access. To ensure proper protection, maintaining site security for the duration that the FAC is operational is necessary. The provision of FAC site security will be enforced and tailored based on the nature and circumstances of the incident. FAC site security should evaluate and determine specific personnel requirements for the FRC and/or FAC.

SECURITY OUTSIDE OF FAC

External requirements will include but, contingent on the variables of the specified FAC venue, may not be limited to the following:

- Alert local law enforcement to FAC activation and missing persons operations (if County/other law enforcement resources are utilized).
- Prescreen individuals as they approach the perimeter entrance of the FAC (e.g., driveway).
- Establish and enforce FAC perimeter security and request after hours patrol of FAC site.
- Request parking spaces around FAC.
- Ensure that only official vehicles assigned to personnel at the FAC, as well as autos operated by clients, are granted access to the FAC parking area.
- Expedite vehicular traffic outside restricted areas.
- Post appropriate “No Illegal Weapons Allowed on Site” signage per PC 12020(a)(1) and “All persons entering this facility are subject to search”.

SECURITY INSIDE FRC AND/OR FAC

Similar to external requirements, internal security requirements will include but may not be limited to the following:

- Prevent unauthorized access to all FAC building ingress/egress points.

- All authorized persons seeking admittance into the FAC are subject to a cursory search for illegal weapons by law enforcement personnel.
- Oversee, coordinate and enforce identification of clients and staff.
- A portable metal or weapons detector provided by the responding law enforcement agency may be used in addition to or in lieu of the law enforcement personnel cursory search for illegal weapons.
- Law enforcement shall provide perimeter security to prevent access of unauthorized persons in the restricted area.
- Provide security presence to all client briefings.
- If media is present, ensure that press members are kept in appointed areas and are allowed to interview authorities or clients (if willing) only when appropriate.
- Immediately address any potential threats to FAC operations and the safety of those located therein to include:
    - Civil Disturbance
    - Emotionally Distraught Person
    - Explosive Device, Bomb Threats
    - Hostage Incident
    - Sniper Incident
    - Special Event
    - Suspicious Package

POLICY FOR DISMISSING UNAUTHORIZED PERSONS

Any individual found without authorization to access the general or restricted areas of the FAC is subject to being removed from the facility or being detained by a sworn law enforcement officer. Due to the sensitive nature of FAC operations any interrogation of potential trespassers should be done in a quiet and courteous manner. If an arresting officer feels that an individual poses a threat to him/herself, the officer or others present at the FAC, the officer should refer to departmental policy and standard operating procedure. It will be at the discretion of the officer whether the individual is removed from the FAC, escorted off-site or taken into custody. Any contract security guard service utilized for general security purposes should be instructed to not question anyone suspected of unauthorized access but to alert a sworn officer on the security team to intervene. In the event that the FAC is located at a privately-owned facility, the Site Security Team should obtain delegated authority from facility management to enforce applicable laws and regulations on the property, to include making arrests and removing people who are trespassing or causing disturbances.

For obvious reasons, during the aftermath disaster or emergency there is a high potential for anxiety and emotional outbursts at the FAC. All considerations should be extended to grieving clients who are authorized access to the FAC. Security should initially refer onsite mental health

professionals to any individual that is inconsolable to the extent of not following direction, and only as a last resort detain the individual and remove them to an isolated area within the FAC. This area should be pre-identified by the Security Unit during FAC set-up and communicated to all sworn law enforcement officers.

APPENDIX E | HIPAA EXEMPTIONS DURING DISASTER RESPONSE

APPENDIX 7 – HIPAA EXEMPTIONS DURING INCIDENT RESPONSE

One of the key functions associated with Family Assistance Center (FAC) operations involves the provision of clients with information regarding the status of their loved one, to include whether or not the victim has been transported to a hospital. To ensure that FAC staff understand the application of HIPAA regarding the provision of victim transport information, and to clarify that HIPAA should not be seen as a barrier to the provision of medical services during disaster response, the following information is provided regarding HIPAA exemptions, especially as they pertain to FAC operations.

The following supporting language is provided by the California Department of Public Health:

- 45 CFR 164.510(b)(4) indicates that a covered entity may use or disclose protected health information to a public or private entity authorized by law or by its charter to assist in disaster relief efforts, for the purpose of coordinating with such entitled the uses or disclosures permitted by 45 CFR 164.510(b)(1)(ii). [These are the uses or disclosures permitted to notify or assist in the notification of a family member or personal representative.]

The following supporting language is provided by the U.S. Department of Health and Human Services:

- Providers and health plans covered by the HIPAA Privacy Rule can share patient information in all of the following ways:
    - TREATMENT: Health care providers can share patient information as necessary to provide treatment. Treatment includes: sharing information with other providers (including hospitals and clinics), referring patients for treatment (including linking patients with available providers in areas where the patients have relocated), and coordinating patient care with others (such as emergency relief workers or others that can help in finding patients appropriate health services). Providers can also share patient information to the extent necessary to seek payment for these health care services.
    - NOTIFICATION: Health care providers can share patient information as necessary to identify, locate, and notify family members, guardians, or anyone else responsible for the individual's care of the individual's location, general condition, or death. The health care provider should get verbal permission from individuals, when possible; but if the individual is incapacitated or not available, providers may share information for these purposes if, in their professional judgment, doing so is in the patient's best interest. Thus, when necessary, the hospital may notify the police, the press, or the public at large to the extent necessary to help locate, identify, or otherwise notify family members and others as to the location and general condition of their loved ones.

- FACILITY DIRECTORY: Health care facilities maintaining a directory of patients can tell people who call or ask about individuals whether the individual is at the facility, their location in the facility, and general condition.

The HIPAA Privacy Rule does not apply to disclosures if they are not made by entities covered by the Privacy Rule – health care providers, health plans, and health care clearing houses. In addition, when a health care provider is sharing information with disaster relief organizations that are authorized by law or by their charters to assist in disaster relief efforts, it is unnecessary to obtain a patient's permission to share the information if doing so would interfere with the organization's ability to respond to the emergency.

HIPAA does not apply to decedents, however no information can be released until the individual has been identified and the Next of Kin are notified.

The full HIPAA regulations, background, and technical assistance are available at http://www.hhs.gov/ocr/hipaa.

APPENDIX F | MONTEREY COUNTY DISTRICT ATTORNEY

Crisis Response Plan

Attached .PDF File

APPENDIX G | TRANSPORTATION RELATED DISASTERS

7.4 NATIONAL TRANSPORTATION SAFETY BOARD

In the event of an aviation or rail disaster that involves the invocation of the Aviation Family Assistance Act or Rail Passenger Disaster Family Assistance Act, the NTSB will coordinate with the air carrier or rail carrier to support their efforts to establish a FAC. If the air or rail carrier activates a Family Assistance Center (FAC), this plan can be used to support their FAC Plan. If the Aviation Disaster Family Assistance Act or Rail Passenger Disaster Family Assistance Act is invoked but the affected carrier requests that a FAC be activated by (and under the management of) the Monterey County Operational Area/EOC, this FAC Plan will be used as the primary policy set.

If a disaster occurs that involves the Aviation Disaster Family Assistance Act or Rail Passenger Disaster Family Assistance Act and involves other fatalities/injured victims not on the aircraft or train (e.g., an airplane crashes into a suburban area and there are fatalities on the airplane and fatalities in the suburban area due to the impact), the affected jurisdiction and the Monterey County Operational Area/EOC will coordinate with air/rail carrier activated FAC operations.

7.5 AIRPORTS

Monterey Regional Airport has a FAC guidance document that will be used as the primary tool for FAC activation for incidents that occur on airport property or with flights bound for Monterey unless otherwise requested.

Other local airports will use air carrier FAC Plans for incidents that call for the invocation of the Aviation Disaster Family Assistance Act. If the Aviation Disaster Family Assistance Act is invoked but the affected carrier requests that a FAC be activated by (and under the management of) the affected jurisdiction, this FAC Plan will be used as the primary policy set.

7.6 PASSENGER RAIL

Amtrak is tasked with the development of a FAC Plan per the Rail Passenger Disaster Family Assistance Act. Amtrak is responsible for FAC activation for incidents that fall under the Rail Passenger Disaster Family Assistance Act unless otherwise requested. If the Rail Passenger Disaster Family Assistance Act is invoked but the affected passenger rail carrier requests that a FAC be activated by (and under the management of) the affected jurisdiction, this FAC Plan will be used as the primary policy set.

APPENDIX G | SCHOOL RELATED DISASTERS

ATTACHMENT 1 | CODE OF CONDUCT

Monterey County Family Assistance Center

CODE OF CONDUCT

All Family Reunification Center and Family Assistance Center staff members, including those who are from the public and private sector, paid employees and volunteer staff, contractors, consultants, and others who may be temporarily assigned to perform work or services for the FAC must follow the below listed code. All staff shall abide by the code of conduct and behavior policies of their agency or organization. Failure to do so can result in removal from the FAC.

The purpose of the FAC is to provide a safe place for families to obtain services and information regarding victims who were injured or killed during a disaster. FAC staff should make every effort to conduct themselves in a discrete and helpful manner, with the traumatic nature of the event and the client's high level of emotional stress in mind.

- Protect the privacy of the victims and clients. Do not share any information or provide access to the media without specific permission from your supervisor and express consent from the clients. Follow principles outlined in Health Insurance Portability and Accountability Act (HIPAA) policies.
- Communicate openly, respectfully, and directly with clients and staff in order to optimize services and to promote mutual trust and understanding. Handle conflict promptly, appropriately and in the correct environment by asking for help and offering positive solutions to problems that are identified.
- Conduct FAC related business with integrity and in an ethical manner.
- Be sensitive to an environment where a number of clients will be grieving. Refrain from engaging in loud conversations, laughter, and other social conversations in client areas.
- Assist others in providing care and/or services promptly. Act as an ambassador of the FAC by maintaining positive communication regarding the FAC, both inside and outside the facility.
- Clearly identify yourself and your position to clients and staff and wear your nametag at eye level.
- Be understanding and sensitive to the difficult situation that clients face. Do not criticize decisions in the presence of clients.
- Protect the property and other assets entrusted to you by clients and others against loss, theft, or abuse.
- Take responsibility and be accountable for your entire job requirements as outlined in position checklists and organizational policies.

ATTACHMENT 2 | JOB ACTION SHEETS

- Family Reunification Center/Assistance Center Branch Director
- Public Information Officer
- Liaison Officer
- Facility Liaison
- Client Briefing Facilitator
- Reception and Registration Unit
- Family Host Unit
- Reunification Division
- Notification Unit
- Hospital Admission Unit
- Decedent Status Unit
- Missing Persons Unit
- Services Unit
- Mental Health Services Unit
- Spiritual Care Unit
- Social Services Unit
- Victim Services Unit
- Public Health Unit
- Recovery Services Unit
- Security Unit
- Site Safety Unit
- Site Security Unit
- Logistics Section Chief
- Planning Section Chief
- Finance/Admin Section Chief

FAC BRANCH DIRECTOR

Mission: The mission of the FAC Branch Director is to provide overall direction to the activation, operation, and demobilization of the FAC. This includes development and implementation of strategic goals and objectives; approval and release of resources; and any functions not assigned or delegated.

PREPAREDNESS

- ❑ Ensure that staff have a clear understanding of the incident objectives, their role, and the flow of operations.
- ❑ Review the FAC base plan and familiarize yourself with the type of information available in the appendices.
- ❑ Conduct an initial briefing that may include the following:
  - Review of completed ICS 201 form
  - A brief synopsis of the incident
  - Priorities and objectives
  - Code of Conduct
  - Logistics and layout
  - A brief synopsis of the services provided at the FAC, to include disability services: emphasize the quality care of clients
  - Staffing organization and work tasks
  - The date, time and location that the FAC will be activated
- ❑ Once the date, time and location of FAC activation have been confirmed, formal notifications should be made to key stakeholders as prescribed by SEMS. A broad range of resources should be used to disseminate FAC service information to clients, and the general public (e.g., ALERTMontereyCounty, media and social media). Develop releases to disseminate to broadcast news media.
- ❑ Coordinate with the PIO and Liaison Officer to conduct comprehensive outreach regarding the FAC activation announcement. Provide information to telephone banks, community organizations, media, government agencies, foreign diplomatic corps representatives, etc. Consider establishing an information hotline for families of victims to call regarding FAC services. Ensure that information is accessible by people with disabilities. Information provided should include:
  - A brief synopsis of the incident
  - A brief synopsis of the services provided at the FAC
  - The date, time and location that the FAC will be activated
  - The type of information that clients will be asked to provide at the FAC (e.g., furnish government issued identification, description of the victim, including date of birth, etc.)

ACTIVATION

- ❑ Review position checklist and any special instructions from the EOC (or other appropriate authority) including:
  - Determine the level and type of service needed based on the incident
  - Determine FAC Branch ICS organization charts
  - Determine staffing needs and initiate requests for staff
  - Identify and activate incident specific ICS structure
  - Determine the FAC location
  - Identify expectations, needs and challenges
- ❑ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ❑ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ❑ Select a staff member to act as the Client Briefing Facilitator. This individual should not be selected based on FAC position, but rather on the following qualifications: experience in public speaking and community interaction, and the ability to conduct the Client Briefings in a caring, comforting manner that is sensitive to clients' emotional conditions.
- ❑ Identify the Facility Liaison, if applicable. Select a staff member, such as the Liaison Officer, to coordinate with the Facility Liaison regarding the use of the facility for the FAC.
- ❑ Coordinate with ICS Command to provide activation information to responding staff:
  - Reporting time
  - Travel instructions
  - Any special communications instructions
- ❑ Ensure management organization (ICS structure) is established and communicated to all staff. Ensure that FAC Command Staff and Unit Chiefs have (at minimum) reviewed the Activation, Operation and Demobilization sections of the Monterey County Operational Area FAC Plan, are familiar with the resources provided in the appendices of the Monterey County Operational Area FAC Plan, and have participated in FAC training and exercise events.
- ❑ Review FAC site plan, if available. Oversee and direct set-up of FAC site. Direct the Operations Section Chief to initiate the set-up of staff registration.
- ❑ In coordination with the Incident Commander (or representative), establish communications procedures and protocols for the transmittal of information that affects, or may affect, the operations of the FAC.
  - Designate the persons (by position title, e.g., Liaison Officer) who have the authority to request or transmit information between the FAC and Incident Command.
    - Specify the means of communication to be employed (land line, cell, etc.) and record the applicable contact information.

- ❑ Specify a schedule for regular updates.
- ❑ If conference calls are scheduled, identify the persons by position that should participate and document contact information.
- ❑ Document the agreed-upon procedures in the initial and subsequent Incident Action Plans.
- ❑ Maintain a communications log noting the date, time, and name/title of the initiator and receiver and the subject of the communication.
- ❑ Document all communications using ICS Form 213 (hard copy or WebEOC).
- ❑ Establish contact and communications protocols with EOC. Regularly scheduled communications should include:
    - General information sharing concerning the incident.
    - Overall Incident Management.
    - Information concerning the operational status of the FAC.
- ❑ Establish contact and communications protocols with the Incident Commander at the incident site(s).
- ❑ Establish contact and communications protocols with the representative of the FAC site owner.
- ❑ Coordinate with the PIO to ensure that key stakeholders are notified of the FAC activation, to include political officials, the media, and the public. Ensure that communications mechanisms are exercised that address persons with disabilities.
- ❑ Consider the need and use of a Virtual FAC. If warranted, assign reasonability of implementing a virtual FAC
- ❑ Oversee Just-in-Time Training. Review position checklists for and become familiar with the mission of the positions that report to you (Command Staff and Unit Chiefs).
- ❑ Conduct initial Command Staff meeting/briefing. Ensure the preparation of the initial Incident Action Plan.
- ❑ At the conclusion of Just-in-Time Training review the objectives on the ICS 201 form and provide direction.

Upon recommendation from Unit Chiefs, Security Unit Supervisor, and Site Safety Unit that FAC is ready for operations, officially activate the FAC and notify the EOC and the Incident Commander that the FAC is activated.

RESPONSE

- ❑ Exercise responsibility for overall operation of the FAC.
- ❑ Coordinate activity for all Command Staff and Unit Chiefs.
    - Identify, review and communicate goals and objectives for FAC operation with Command Staff and Unit Chiefs (see ICS 201 form)

- Provide direction to Command Staff and Unit Chiefs as needed
    - Ensure that accurate information, and equal access to information, is being released in a timely manner through the PIO

- ❑ Coordinate with key stakeholders and officials through the Liaison Officer
- ❑ Coordinate with Security Unit Supervisor to ensure continued safety of facilities and staff
- ❑ Establish a meeting schedule. Conduct ongoing meetings with Command Staff and Section Chiefs
- ❑ Ensure the coordination of Command/Unit Chief planning meetings on a regular basis to communicate information concerning FAC operations, status of the recovery effort, and other information of importance. At a minimum, the following staff meetings are recommended:
    - An "all FAC staff" meeting once per operational period
    - Two command staff meetings, one near the beginning and one near the end of each operational period
    - Unit and Unit meetings at the discretion of the Unit Chief/Unit leader
    - Demobilization meeting
- ❑ Ensure the coordination of Client Briefings.
- ❑ Maintain communications with the Incident Commander. Provide periodic status reports to the EOC.
- ❑ Approve requests for additional resources or for the release of resources from the Logistics Section Chief.
- ❑ Maintain Unit/Activity Log (ICS Form 214).
- ❑ Brief incoming FAC Director at shift change.

DEMOBILIZATION

- ❑ Review demobilization section Monterey County Operational Area FAC Plan. In coordination with the Planning Section Chief and the EOC, determine that the FAC can be demobilized.
- ❑ Conduct demobilization meeting with Command Staff and Unit Chiefs. Advise the EOC and Incident Commander of the date/time of demobilization. Coordinate with the representative of the FAC site facility owner as necessary.
- ❑ Return equipment and unused supplies issued by the FAC to Logistics.
- ❑ Arrange for the return of any agency-owned equipment (computers, etc.).
- ❑ Ensure that your activity log (ICS Form 214) is given to the Documentation Unit.

- ❑ Sign out and turn in all documentation to include position checklists and evaluation forms.

PUBLIC INFORMATION OFFICER

Mission: The PIO is responsible for developing and releasing information about the FAC to the news media, incident personnel, and other appropriate agencies and organizations. The PIO reports to the FAC Branch Director.

PREPAREDNESS

- ❑ Ensure that staff have a clear understanding of the incident objectives, their role, and the flow of operations.
- ❑ Review the FAC base plan and familiarize yourself with the type of information available in the appendices.
- ❑ Receive an initial briefing that may include the following:
    - Review of completed ICS 201 form
    - A brief synopsis of the incident
    - Priorities and objectives
    - Code of Conduct
    - Logistics and layout
    - A brief synopsis of the services provided at the FAC, to include disability services: emphasize the quality care of clients
    - Staffing organization and work tasks
    - The date, time and location that the FAC will be activated
    - Resources available for maintaining situational awareness.
- ❑ Once the date, time and location of FAC activation have been confirmed, formal notifications should be made to key stakeholders as prescribed by SEMS. A broad range of resources should be used to disseminate FAC service information to clients and the general public, (e.g., ALERTMontereyCounty, social media, etc.). Assist the PIO in developing releases to disseminate to broadcast news media.
- ❑ If directed by the FAC Branch Director begin the process if implementing a virtual FAC
- ❑ Coordinate with the Liaison Officer and FAC Director to conduct comprehensive outreach regarding the FAC activation announcement. Provide information to telephone banks, community organizations, media, government agencies, foreign diplomatic corps representatives, etc. Consider establishing an information hotline for families of victims to call regarding FAC services. Ensure that information is accessible by persons people with disabilities. Information provided should include:
    - A brief synopsis of the incident
    - A brief synopsis of the services provided at the FAC

- The date, time and location that the FAC will be activated
- The type of information that clients will be asked to provide at the FAC (e.g., furnish government issued identification, description of the victim, including date of birth, etc.)

- ❑ Develop a one-page document that contains instruction and guidance for family members on what to expect and how to interface with the media.
- ❑ Develop a set of rules of engagement for media personnel at the FAC. For example, one rule would include that media personnel are not permitted inside the FAC.
- ❑ Develop standardized messages and briefing templates for utilization in media briefings and in informing political officials. Ensure that these "canned" messages are developed in coordination with Monterey County Office of Emergency Services and city stakeholders. Include the messages in the Monterey County Operational Area FAC Plan.

ACTIVATION

- ❑ If available) Upon arrival at the FAC site, check in the Reception Unit. Receive your assignment, materials, radio, reporting location/station, reporting time, and any special instructions. As time permits, review the layout of the FAC.
- ❑ Obtain and don appropriate (a) badge, if provided by FAC staff and (b) agency identification.
- ❑ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ❑ Attend Just-in-Time Training. Review your position checklist to determine and prioritize duties.
- ❑ Establish contact with the PIO in the EOC.
- ❑ Develop and execute a strategy for management of public information, including communications with the political officials, the media and public. Ensure that political officials are provided with information regarding the FAC mission and objectives. Ensure that the public information strategy accommodates people with disabilities. Submit this strategy to the FAC Branch Director.
- ❑ Ensure the establishment of a media center near the FAC (e.g., on the opposite side of the parking lot). Establish and maintain a regular briefing schedule with the media. Share rules of engagement (referenced under Pre-activation) at the beginning of each briefing.
- ❑ Maintain a list of media at media center.
- ❑ Ensure the establishment of an information telephone line for families not at the FAC (e.g., 211 Monterey County, etc.).
- ❑ Request additional resources as needed.

OPERATION

- ❑ Receive briefing from the FAC Director regarding the expectations, goals and objectives.
- ❑ Coordinate the release of all information to the public, the media, and to other outside agencies in a manner that is congruent with the guidance prescribed in the Activation and Operations sections of the Monterey County Operational Area FAC Plan. In coordination with the FAC Branch Director, schedule and organize media briefings. Issue press releases and/or advisories as appropriate. Ensure that Command Staff and Unit Chiefs have copies of media releases.
- ❑ Ensure that a one-page document that contains instruction and guidance for family members at the FAC on what to expect and how to interface with the media is disseminated to arriving clients. Ensure that families have an opportunity to ask questions regarding media management.
- ❑ Oversee operations for the information line for families not at the FAC (e.g., 211 Monterey County, etc.). Maintain communications with the incident site and EOC PIOs.
- ❑ Attend Command/Unit Chief planning meetings.
- ❑ Ensure that information regarding memorial services is communicated to key stakeholders.
- ❑ Instruct all FAC supervisory personnel (Unit Chiefs, Command Staff, unit/Unit leaders) to refer media requests to the PIO, and to not answer questions from the media.
- ❑ Establish yourself as contact person for any members of the media arriving at the FAC. Direct members of the media to the designated area. Respond to media requests for information. Refer media inquiries to the appropriate source of information.
- ❑ Monitor media reports to ensure reporting is accurate, and to respond to rumors and misinformation. Collect information from the media that may be useful to the FAC Director, Planning Section Chief, or other FAC units.
- ❑ Maintain Unit/Activity Log (ICS Form 214).
- ❑ Brief incoming FAC PIO at shift change.

DEMOBILIZATION

- ❑ Communicate demobilization information with the political officials, the media and public. Ensure that information regarding follow-on services is clearly communicated to key stakeholders.
- ❑ Coordinate the demobilization of the media center and information telephone line. Ensure that an alternate point of contact is provided for inquiries made after the FAC is demobilized.
- ❑ Coordinate continuing support for the Virtual FAC (if implemented)
- ❑ Ensure that equipment and unused supplies are returned to the Logistics Section.
- ❑ Arrange for return of any agency-owned equipment (computers, etc.).

- ❑ Participate in the staff demobilization briefing.
- ❑ Collect activity logs of your subordinates and complete your own. Turn in all activity logs (ICS Form 214) to the Documentation Unit.
- ❑ Sign out at the personnel check-out station.

LIAISON OFFICER

Mission: The mission of the Liaison Officer is to function as the point of contact for representatives of other governmental agencies, NGOs, and/or the private sector to provide input on their agency's policies, resources availability, and other incident related matters. The Liaison Officer reports to the FAC Branch Director.

PREPAREDNESS

- ❑ Ensure that staff have a clear understanding of the incident objectives, their role, and the flow of operations.
- ❑ Review the FAC base plan and familiarize yourself with the type of information available in the appendices.
- ❑ Receive an initial briefing that may include the following:
  - Review of completed ICS 201 form
  - A brief synopsis of the incident
  - Priorities and objectives
  - Code of Conduct
  - Logistics and layout
  - A brief synopsis of the services provided at the FAC, to include disability services: emphasize the quality care of clients
  - Staffing organization and work tasks
  - The date, time and location that the FAC will be activated
  - Resources available for maintaining situational awareness)
- ❑ Once the date, time and location of FAC activation have been confirmed, formal notifications should be made to key stakeholders as prescribed by SEMS. A broad range of resources should be used to disseminate FAC service information to clients and the general public, (e.g., ALERTMontereyCounty, social media, etc.). Assist the PIO in developing releases to disseminate to broadcast news media.
- ❑ Coordinate with the PIO and FAC Branch Director to conduct comprehensive outreach regarding the FAC activation announcement. Provide information to telephone banks, community organizations, media, government agencies, foreign diplomatic corps representatives, etc. Consider establishing an information hotline for families of victims to call regarding FAC services. Ensure that information is accessible by people with disabilities or AFN. Information provided should include:
  - A brief synopsis of the incident
  - A brief synopsis of the services provided at the FAC
  - The date, time and location that the FAC will be activated
  - The type of information that clients will be asked to provide at the FAC (e.g., furnish government issued identification, description of the victim, including date of birth, etc.)

- ❑ (If available) Upon arrival at the FAC site, check in with the reception Unit. Receive your assignment, materials, radio, reporting location/station, reporting time, and any special instructions. As time permits, review the layout of the FAC.
- ❑ Obtain and don appropriate (a) badge provided by FAC staff (if available) and (b) agency identification.
- ❑ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ❑ Attend Just-in-Time Training.
- ❑ Coordinate with external agency liaisons as necessary to ensure seamless response, to include:
    - Maintain a current roster of all external liaison personnel in the FAC
    - Establish a work area for liaison personnel
    - Determine and document the mission/role of each external agency represented in regards to the specific disaster
    - Develop a meeting schedule and conduct meetings of external liaison personnel as necessary
    - Facilitate exchange of information between external liaison personnel and FAC units as necessary
    - Ensure the FAC Director is kept appraised of which external agencies are represented in the FAC
- ❑ Establish contact with the Liaison Officer in the EOC.
- ❑ If designated by the FAC Branch Director, establish contact with the Facility Liaison to discuss the use of the facility for the FAC.
- ❑ Request additional resources as needed.
- ❑ Contact all supervisory personnel (Command Staff, Unit Chiefs, Unit/unit supervisors) at the FAC:
    - Identify yourself as the contact point for outside agencies.
    - Give out your cell telephone and landline numbers.
    - Report to the FAC Director when this is complete.

RESPONSE

- ❑ Receive briefing from the FAC Director regarding the expectations, goals and objectives.
- ❑ Develop and execute a strategy for maintaining liaison with key stakeholders that is congruent with the guidance prescribed in the Operations section of the Monterey County Operational Area FAC Plan. Serve as point of contact for all outside agencies for all issues with the exception of security, safety and public information. Instruct all FAC supervisory personnel.

- ❑ Maintain a list of assisting and cooperating agencies/organizations, including all agencies/organizations represented in the FAC. Keep partner agencies/organizations briefed on FAC status.
- ❑ Provide this list to the FAC Branch Director. Develop a strategy (who should be informed, at what intervals, what information will be included, etc.) for keeping key agencies informed of FAC operations and progress. Provide this to the FAC Director.
- ❑ Relay requests, questions, and concerns from FAC staff to agency representatives and from agency representatives to FAC staff.
- ❑ Attend Command/Section Chief planning meetings.
- ❑ Attend Client Briefings.
- ❑ Notify the FAC Branch Director of significant events/occurrences related to your position.
- ❑ Coordinate and conduct briefings for visiting VIPs as directed by the FAC Branch Director.
- ❑ Monitor FAC operations to identify current or potential inter-agency organizational problems.
- ❑ Maintain Unit/Activity Log (ICS Form 214).
- ❑ Brief incoming FAC Liaison Officer at shift change.

DEMOBILIZATION

- ❑ Communicate demobilization information with relevant agencies/organizations. Ensure that information regarding follow-on services is clearly communicated to key stakeholders.
- ❑ Ensure that equipment and unused supplies are returned to the Logistics Section.
- ❑ Arrange for return of any agency-owned equipment (computers, etc.).
- ❑ Participate in the staff demobilization briefing.
- ❑ Collect activity logs of your subordinates and complete your own. Turn in all activity logs (ICS Form 214) to the Documentation Unit
- ❑ Sign out at the personnel check-out station.

CLIENT BRIEFING FACILITATOR

Mission: The mission of the Client Briefing Facilitator is to deliver timely and accurate information to clients during each Client Briefing in a caring, comforting manner that is sensitive to clients' emotional conditions. The Client Briefing Facilitator reports to the FAC Branch Director.

PREPAREDNESS

- ☐ Ensure that staff have a clear understanding of the incident objectives, their role, and the flow of operations.
- ☐ Review the FAC base plan and familiarize yourself with the type of information available in the appendices.
- ☐ Receive an initial briefing that may include the following:
  - Review of completed ICS 201 form
  - A brief synopsis of the incident
  - Priorities and objectives
  - Code of Conduct
  - Logistics and layout
  - A brief synopsis of the services provided at the FAC, to include disability and AFN services: emphasize the quality care of clients
  - Staffing organization and work tasks
  - The date, time and location that the FAC will be activated
  - Resources available for maintaining situational awareness

ACTIVATION

- ☐ (If available) Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive your assignment, materials, radio, reporting location/station, reporting time, and any special instructions. As time permits, review the layout of the FAC.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. At the conclusion of Just-in-Time Training.
- ☐ Receive briefing from the FAC Branch Director regarding the expectations, goals and objectives.
- ☐ Develop and execute a strategy for the Client Briefings.
- ☐ Request additional resources as needed.
- ☐ Receive briefing from the FAC Director regarding the expectations, goals and objectives.

- ☐ As directed by the FAC Director, lead the coordination of Client Briefings. Work with the FAC Branch Director, PIO, Branch Directors, Section Chiefs, and other stakeholders as appropriate to determine the content and approach to Client Briefing conduct. Ensure that remote questions and issues of clients are addressed. Ensure that briefings start on time. A suggested agenda for client briefings includes:
    - Rescue and recovery efforts
    - Victim identification efforts
    - Investigation updates
    - Site visits, memorial services (if appropriate)
    - Disposition and return of remains
    - Return of personal effects
    - Description of services available at the FAC
- ☐ The process for scheduling and conducting client briefings is as follows:
    - The Client Briefing Facilitator, in coordination with the FAC Branch Director, schedules the time and location of client briefings.
    - Logistics prepares the briefing room with chairs, lecterns, conference call equipment, and other audio/visual equipment (as required).
    - The Client Briefing Facilitator, in coordination with the Mental Health Services Unit, supervises the notification of clients and FAC operational Units of the time and location.
    - At least one (1) sign language interpreter should be present at the FAC at activation. The Disabilities and AFN Unit arranges for language and sign interpreters and other disabilities and AFN services, as directed by the Disabilities and AFN Unit Leader.
    - The Mental Health Services Unit arranges for attendance of appropriate Spiritual Care Unit personnel.
    - The Public Health Services Unit arranges to have nurses present or on standby in close proximity to the briefing room.
    - The Site Security Unit provides security to ensure that only clients and appropriately badged staff are allowed access to the briefing room.
- ☐ Attend Command/Section Chief planning meetings.
- ☐ Facilitate Client Briefings in a caring, comforting manner that is sensitive to clients' emotional conditions.
- ☐ Ensure that all information stated at each Client Briefing is posted on the electronic communication boards.
- ☐ Monitor media reports to consider additional information to be included in Client Briefings. Collect information from the media that may be useful to the FAC Branch Director, Planning Section Chief, or other FAC units

- ☐ Maintain Unit/Activity Log (ICS Form 214).
- ☐ Brief incoming Client Briefing Facilitator at shift change.

DEMOBILIZATION

- ☐ Review demobilization section of Monterey County Operational Area FAC Plan.
- ☐ Ensure that equipment and unused supplies are returned to the Logistics Section.
- ☐ Arrange for return of any agency-owned equipment (computers, etc.).
- ☐ Participate in the staff demobilization briefing.
- ☐ Collect activity logs of your subordinates and complete your own. Turn in all activity logs (ICS Form 214) to the Documentation Unit.
- ☐ Sign out at the personnel check-out station.

RECEPTION/REGISTRATION UNIT DIRECTOR

Mission: The Reception/Registration Unit is responsible for coordinating client and staff reception and registration operations. The Reception/Registration Unit provides intake services for arriving clients and maintains a database of all clients and staff who arrive at the FAC. The Reception/Registration Unit Director reports to the FAC Branch Director.

ACTIVATION

NOTE: The Reception/Registration Unit is responsible for registration of all FAC staff and clients and must be among the first to arrive.

- ☐ (If available) Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive your assignment, materials, radio, reporting location/station, reporting time, and any special instructions. As time permits, review the layout of the FAC.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of the FAC Units and Units.
- ☐ Ensure that staff are familiar with the location of key resources, to include the FAC forms (in client check-in area), registration spreadsheets (loaded on computers in staff and client check-in areas), layouts (in check-in area), etc.
- ☐ Monitor and provide direction as needed. Coordinate with Units and Unit to review the registration and flow strategy based on the layout of the facility and the objectives of the FAC. Coordinate with the Family Host Unit Supervisor to develop a strategy to maintain a comfortable environment for clients.
- ☐ Request additional resources as needed.

RESPONSE

- ☐ Communicate with, organize, and prepare assignments for Reception/Registration Unit personnel. Develop and maintain a strategy to replenish and provide breaks for Reception/Reception Unit personnel. Make changes as necessary to organization, personnel assignments, and method of operation.
- ☐ Ensure that staff understands the plan to accommodate clients with disabilities.
- ☐ Ensure that Unit Supervisors have coordinated with JIT Trainer for JIT training for late arriving staff.
- ☐ Receive completed FAC forms from the Reception/Registration Unit. Ensure that completed forms are submitted.

- ☐ Inform FAC Branch Director of activities.
- ☐ Maintain Unit/Activity Log (ICS Form 214) or WebEOC as appropriate.
- ☐ Attend Client Briefings.
- ☐ Brief incoming Reception/Registration Unit Director if a subsequent Operational Period is scheduled.
- ☐ Conduct briefings to ensure understanding of the current Incident Action Plan. Participate in meetings and briefings as needed

DEMOBILIZATION

- ☐ Direct Unit and Unit supervisors to collect all documentation from their subordinates and submit it to you. Turn this documentation in.

RECEPTION/REGISTRATION UNIT SUPERVISOR

Mission: The Reception/Registration Unit is responsible for the reception of clients and ensuring registration of clients and FAC staff. This includes verifying client identification and ensuring that clients requesting accommodations receive appropriate access to services, waiting area assignments, and FAC forms. The Reception/Registration Unit coordinates badging of clients and staff.

The Registration Unit Supervisor reports to the Reception Unit Director

ACTIVATION

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive assignment, reporting location/station, reporting time, and any special instructions.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of your unit and the tasks for those who report to you:
  - Check-in Staffers
  - Greeters
- ☐ Ensure that staff are familiar with the location of key resources, to include the FAC forms (in client check-in area), registration spreadsheets (loaded on computers in staff and client check-in areas), layouts (in check-in area), WebEOC access, etc.
- ☐ Ensure that any training instructions to your staff are also provided in written context in order to enhance your staff's understanding.
- ☐ Ensure that badging staff are present at check-in to support the provisioning and enforcement of badging.
- ☐ Coordinate with the Family Host Unit Supervisor to develop a strategy to maintain a comfortable environment for clients.
- ☐ Brief subordinate staff and make task/job assignments.
- ☐ Ensure that a minimum of one Check-in Specialist is assigned to the staff check-in area and a minimum of one Check-in Specialist is assigned to the client check-in area at all times. Adjust staffing based on need.
- ☐ Ensure that Check-in Specialists are familiar with staff members who may peruse the client lines (Mental Health Services Unit, Spiritual Care Unit, Greeters, and Disability staff). Ensure that a strategy is implemented for staff to advise clients of the services available at the FAC and refer those who request support services or disability assistance.
- ☐ Ensure that Greeters know where to refer clients who request support. Greeters should not provide support services (e.g., counseling); rather refer clients to the applicable

provider.

- ☐ Ensure that Registration Unit staff understand FAC forms, and understand that completed forms should be submitted to the Reception Unit Supervisor. Advise that FAC forms that contain sensitive information may not be left unattended.
- ☐ If needed, assign one of your staff members to monitor the check-in line to prevent congestion.
- ☐ Ensure late arriving staff are directed to the JIT Trainer following registration.
- ☐ Monitor and provide direction as needed.
- ☐ Request additional resources as needed through your supervisor

RESPONSE

- ☐ Communicate with, organize, and prepare assignments for subordinate personnel. Develop and maintain a strategy to replenish and provide breaks for subordinate personnel.
- ☐ Develop strategy to ensure that Reception/Registration Unit personnel activities are coordinated. Ensure that Check-in Specialists, Greeters, Family Hosts, and those members of FAC staff who peruse the line are familiar with one another and are working in a coordinated fashion.
- ☐ Coordinate with JIT Trainer and ensure that late arriving staff are directed to appropriate location for JIT training.
- ☐ Inspect and organize reception and registration area. Ensure proper placement of chairs, tables, signage, etc. Ensure the provision of signage that displays the universal symbol for sign language interpreter icon. Ensure that signage indicates that persons seeking support in other languages are also accommodated. Check supplies. Ensure adequate quantity of sign-in sheets, arriving/departing personnel databases and FAC forms.
- ☐ Ensure that Check-in Specialists register arriving clients per their Position Checklist. Special Instructions for client registration area:
- ☐ Request resources to ensure that any requests from people with disabilities are met. This may include:
  - Acquisition of special equipment for persons with physical disabilities, visual impairment, hard of hearing, mental disabilities, intellectual disabilities, and/or learning disabilities.
  - Acquisition of personnel with special skills not included in the current staffing complement.
  - Acquisition or set-aside of dedicated space, e.g., child care center or play area.
  - Ensure that a blanket announcement is made at regular intervals to all people in line that disability related support services will be made available upon request.
- ☐ Triage incoming clients to assess disability accommodations that may be requested

(mobility impaired, service animals, minor children, visual or hearing impaired, limited English, etc.)

Notify supervisor of assistance requests in meeting identified disabilities of clients and staff.

- ☐ Ensure that staff ask clients whether they witnessed anything at the incident site. If the client responds that he/she had witnessed something of value, the assigned Family Host should refer him/her to Investigation Support Unit.
- ☐ Ensure that Check-in Specialists provide FAC forms to clients per their Position Checklist. Assign staff to review FAC forms at regular intervals after they have been submitted. If FAC forms are incomplete, assign staff to review forms with clients to ensure completeness and accuracy, and to resolve any discrepancies. Ensure that completed FAC forms are submitted to the Reception Unit Director for review and quality assurance.
- ☐ Maintain current roster of clients present in the FAC to include name, contact information, etc.; make available to each FAC section.
- ☐ Maintain Unit/Activity Log (ICS Form 214).
- ☐ Attend Client Briefings.
- ☐ Inform Reception Branch Director of activities.
- ☐ Brief incoming Registration Unit Supervisor if a subsequent Operational Period is scheduled.

NOTE: For incidents that call for coordination with Amtrak, FBI Investigators, or other investigatory agencies/organizations (e.g., missing children investigators), direct arriving personnel to the Investigation Support Unit.

DEMOBILIZATION

- ☐ Collect all documentation from staff. Turn this documentation into the Reception Unit Director.

CHECK-IN SPECIALIST

Mission: The Check-in Specialist is responsible for conducting FAC staff check-in and client check-in.

The Check-in Specialist reports to the Recption/Registration Unit Supervisor.

ACTIVATION

NOTE: The Reception Unit, to include its associated staff (e.g., Check-in Specialist) is responsible for the registration of all FAC staff and clients and must be among the first to arrive.

- ☐ (If available) Upon arrival at the FAC site, check in at the Registration Unit check-in station in the reception area. Receive your assignment, materials, radio, reporting location/station, reporting time, and any special instructions. As time permits, review the layout of the FAC.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ If not provided, report to the Resources Unit to obtain computers or other electronic equipment; work station telephone numbers; and briefing on web access, communications systems, passwords, and other technology-related procedures to FAC staff.
- ☐ Report to your assigned workstation. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Request additional resources as needed

RESPONSE

- ☐ Take direction from the Registration Unit Supervisor and conduct FAC registration.

STAFF CHECK-IN INSTRUCTIONS

- ☐ Ensure the following steps are taken to check-in staff:
  - Welcome arriving staff to the FAC.
  - Ask arriving staff for his/her first and last name. Ask staff to present government identification and agency/organization identification. In the event that the staff member does not have an assigned role or is otherwise not on the registration list, the Check-in Specialist should send them to the Personnel Unit Supervisor for role assignment.
  - Cross-reference his/her name to the staff registration list. On the list, mark that the staff member is present by noting their arrival date/time and the number of his/her badge. Advise that his/her FAC and agency/organization badges must be visible on the outer layer of clothing at all times. All personnel, to include uniformed responders, are required to furnish government and agency identification, and, if provided, wear a FAC badge.
  - Provide the staff member with FAC floor plan, ICS Form 207 (Organizational Chart), and

any other materials.

- Provide Unit Leaders with ICS Form 203 (Organizational Assignment List), and ICS Form 214 (Unit Log).

☐ Attend Just-in-Time Training. Staff members who arrive after the Just-in-Time Training has concluded should be sent to the Just-in-Time Trainer to receive JIT briefing.

☐ Direct media personnel to media site.

NOTE: For incidents that call for coordination with Amtrak, FBI Investigators, or other investigatory agencies/organizations (e.g., missing children investigators), direct arriving personnel to the Investigation Support Unit.

STAFF CHECK-OUT INSTRUCTIONS

☐ Ensure the following steps are taken to check-out staff:

- Thank the staff member for his/her service.
- Collect the FAC staff badge (of one was provided).
- Note the exit date/time of the staff member.

CLIENT CHECK-IN INSTRUCTIONS

☐ Ensure the following steps are taken to check-in clients:

- Welcome arriving clients to the FAC.
- Ask the arriving client for his/her name and to present government identification (e.g., driver's license). Ask for the name of the family member or friend that he/she believes was involved in the disaster. In the event that the client does not have government identification, ask them whether other family or friends are present in the FAC. If they are, send a runner to get the family member/friend to confirm that this person is with their Unit. If the family member or friend confirms them, they may be admitted. If the family member or friend advises that this person is not part of their Unit, they may not be admitted. If no family or friends are present in the FAC, the person may be granted entry.
- Document the client's name, the name of the victim, the number of his/her badge (if provided), and his/her arrival date/time on the registration list.
- Provide the client with the layout and badge. Advise the client that the badge (if provided) must be visible on the outer layer of clothing at all times.
- Ask the client whether he/she has family or friends present at the FAC. If the answer is no, provide the FAC Forms and indicate that the forms should be completed in the waiting area. Advise that they may submit completed forms to staff in the waiting area. Advise them that staff members will be floating in the waiting area should they have questions regarding the forms. (If the client responds that family or friends are present, it is not

necessary to provide forms.)

- Advise that several services are available for the client. Motion in the direction of the various services (E.g., Mental health counselors, spiritual care providers and a first aid area are this way, social services, recovery services is this way.) Advise that if the client needs other accommodations, he/she may let any staff member know.
- Advise what time(s) the briefings regarding the incident will be held in the waiting area.
- Ask the client whether he/she witnessed anything at the incident site. If the client responds that he/she had witnessed something of value, the assigned Family Host should refer him/her to the Investigation Support Unit.
- If the client did not witness anything of value, direct the client to go inside.

☐ Ensure that at least one staff member is present to support client check-in at all times.

☐ Direct media personnel to media site.

CLIENTS CHECK-OUT INSTRUCTIONS

☐ Ensure the following steps are taken to check-out clients:

- Thank the client for coming.
- Collect the client badge, if one was provided.
- Note the exit date/time of the client.

Special Instructions for client registration area:

☐ Request translation services as needed.

☐ Request resources as needed to ensure that any disabilities for clients are met. This may include:

- Acquisition of special equipment for persons with physical disabilities, visual impairment, hard of hearing, etc.
- Acquisition of personnel with special skills not included in the current staffing complement.
- Acquisition or set-aside of dedicated space, e.g., childcare center or play area.
- Ensure that a blanket announcement is made at regular intervals to all people in line that disability and AFN related support services will be made available upon request.

DEMOBILIZATION

☐ Collect, organize and file check-in related documentation. Submit all documentation to your supervisor.

RECEPTION/REGISTRATION UNIT RUNNER

Mission: The Reception/Registration Unit is responsible for processes and deliverables related to reception and registration of clients and FAC staff. The Reception/Registration Unit runner reports to the Reception/Registration Unit Supervisor.

ACTIVATION

- ❑ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive assignment, reporting location/station, reporting time, and any special instructions.
- ❑ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ❑ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ❑ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of your Unit.
- ❑ Check in with your supervisor in order to review your position checklist, familiarize you with the layout of your area, and review any key processes or documentation that may be helpful in accomplishing their mission.
- ❑ Stand in the vicinity of the check-in area and respond to requests from staff.

RESPONSE

- ❑ Respond to requests for support from staff. This may include going to and from the Client Waiting area to obtain family members who can identify their relatives attempting to enter the FAC without identification; obtaining requested personnel or support (e.g., mental health providers, spiritual care providers, etc.); obtaining additional FAC forms, layouts and other materials that clients may need.
- ❑ Escort late arriving staff to JIT training area as directed.
- ❑ Maintain Unit/Activity Log (ICS Form 214).
- ❑ Attend Client Briefings.

DEMOBILIZATION

- ❑ Submit all documentation to your supervisor.

FAMILY HOST UNIT SUPERVISOR

Mission: The Family Host Unit provides a compassionate host for clients, ensures that clients are aware of the available services at the FAC, and that requests are tracked and addressed. Family Hosts provides assistance with form completion and ensure that clients have access to needed logistical resources (e.g., a place to sit, refreshments, etc.). Ideally 1 Host per family. The Family Host Unit Supervisor reports to the Reception/Registration Unit Director.

ACTIVATION

- ❑ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive assignment, reporting location/station, reporting time, and any special instructions.
- ❑ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ❑ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ❑ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of your Unit.
- ❑ At the conclusion of Just-in-Time Training, Review your unit's position checklist(s) with your staff, familiarize staff with the layout of their area, and review any key processes or documentation that may be helpful in accomplishing their mission.
- ❑ Ensure that staff are familiar with the location of key resources, to include the FAC Plan, client forms, support service areas, Notification Unit area, Form 1D: Family Host Client List (a tool provided to ensure that the support and notification requests of clients are met), and Form 1A: Family Host Unit Form Tracker (a tool provided to ensure that all client forms are included).
- ❑ Monitor and provide direction as needed. Ensure that staffing is adequate per Appendix V: Staffing Guidelines.
- ❑ Brief subordinate staff and make task/job assignments.
- ❑ Request additional resources as needed through your supervisor.

RESPONSE

- ❑ Communicate with, organize, and prepare assignments for subordinate personnel. Develop and maintain a strategy to replenish and provide breaks for subordinate personnel.
- ❑ Monitor Form 1D: Family Host Client List, to ensure that notification and support services requests are being met. Direct subordinate staff to partner with a Mental Health Unit staff member to follow up with staff and clients as needed to ensure that requests are met. Ensure that Family Hosts and their respective family assignment(s) are clearly documented and accurate.

- ❑ If a client reports that he/she witnessed something of value related to the incident, ensure that the client's assigned Family Host informs the Investigations Support Unit.
- ❑ Coordinate activities of Family Host Unit personnel. Ensure that a strategy is developed to "hand-off" clients during a FAC staff shift change. As possible, a Unit of two people should be assigned to each family so as to rotate break and off-shift periods.
- ❑ Inform Reception/Registration Unit Director of activities.
- ❑ Inspect and organize client areas (e.g., waiting room, mental health area, spiritual care area, etc.). Ensure proper placement of chairs, tables, tissues, etc.
- ❑ Ensure adequate supplies of resources for clients (e.g., tissues, chairs, etc.). Determine the type of additional resources that are needed. Communicate resource requests to supervisor.
- ❑ Ensure that family members are aware of the resources available at the FAC. Announce briefing times, available support services, etc. at regular intervals. Use the PowerPoint slide deck preloaded onto the computer in the Client Waiting Area to display key messages as needed.
- ❑ Receive and store resources for clients as needed.
- ❑ Maintain Unit/Activity Log (ICS Form 214 or WebEOC).
- ❑ Attend Client Briefings.
- ❑ Brief incoming Family Host Unit Supervisor if a subsequent Operational Period is scheduled.

DEMOBILIZATION

- ❑ Collect all documentation from staff. Turn this documentation into the Reunification Division Supervisor.

NOTIFICATION UNIT SUPERVISOR

Mission: The Notification Unit performs notifications to clients regarding the status or location or their loved one. The Notification Unit is responsible for tracking the status of completed client forms. The Notification Unit Supervisor reports to the Reunification Division Supervisor.

ACTIVATION

- ❑ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ❑ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ❑ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ❑ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of your Unit.
- ❑ At the conclusion of Just-in-Time Training, review your Unit's position checklist(s) with your staff, familiarize staff with the layout of their area, and review any key processes or documentation that may be helpful in accomplishing their mission. You may refer to the Unit and Unit Specific Just-in-Time Training document for talking points.
- ❑ Ensure that staff are familiar with the location of key resources, to include the FAC Plan and the FAC client forms. Ensure that staff set up a tracker to monitor client forms, such as **Form 1E:** Notification Unit Tracking Form.
- ❑ You or your designee should contact the lead law enforcement agency to establish parameters for the release of patient names and locations to the FAC. This may include the use of a code or phrase to be used when contacting law enforcement or hospital partners to obtain information.
- ❑ Monitor and provide direction as needed. Ensure that staffing is adequate per Appendix V: Staffing Guidelines.
- ❑ Brief subordinate staff and make task/job assignments.
- ❑ Request additional resources as needed through your supervisor.

RESPONSE

- ❑ Receive direction from the Reunification Division Supervisor as to who will be involved in notification for victims that (a) have been transported to hospitals (b) are deceased, or are (c) still missing.
- ❑ Receive completed forms from Family Hosts. Log the receipt of forms using **Form 1E**: Notification Unit Tracking Form. Review forms and provide completed forms to the

Hospital Admission Unit.

- ❑ Coordinate the identification and location of the client(s) to receive notification and escort them to the restricted Notification area.
- ❑ Every two (2) hours or as needed, direct staff to follow up with the Hospital Admissions Unit, Decedent Status Unit, and Missing Persons Unit regarding the status of each victim listed on the Notification Unit Tracking Form.
- ❑ Provide status update reports to the Reunification Division Supervisor.
- ❑ Make notifications to clients as appropriate.
- ❑ Review and enforce policies as directed in **Appendix IX: Client** Notification Procedures.[67]
- ❑ Ensure that ALL notifications are conducted in a private setting.
- ❑ After each notification, ask the client if they would like additional support services provided at the FAC. Ensure that clients are accommodated as requested.
- ❑ As directed by the Reunification Division Supervisor, coordinate with the Social Services Unit to support the arrangement of site visits and memorial services if/when requested to do so.
- ❑ Contact appropriate Consulate if victims include non-US citizens.
- ❑ Monitor and track the number of notifications made. Report this information to the Reunification Division Supervisor at regular intervals.
- ❑ Communicate with, organize and prepare assignments for Unit personnel. Develop and maintain a strategy to replenish and provide breaks for personnel.
- ❑ Maintain Unit/Activity Log (ICS Form 214).
- ❑ Brief the incoming Notification Unit Supervisor if a subsequent Operational Period is scheduled.

DEMOBILIZATION

- ❑ Collect all documentation from staff. Turn this documentation into the Reunification Division Supervisor.

NOTIFICATION UNIT STAFF

Mission: The Notification Unit performs notifications to clients regarding the status or location or their loved one. The Notification Unit is responsible for tracking the status of completed client forms.

ACTIVATION

- ❑ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ❑ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ❑ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ❑ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of your Unit.
- ❑ At the conclusion of Just-in-Time Training, review your position checklist with you, familiarize you with the layout of your area, and review any key processes or documentation that may be helpful in accomplishing your mission.
- ❑ Familiarize yourself with the location of key resources, to include the FAC Plan and the FAC client forms. Set up a tracker to monitor client forms, such as Form 1E: Notification Unit Tracking Form.
- ❑ At the instruction of the Notification Unit Supervisor, contact the lead law enforcement agency to establish parameters for the release of patient names and locations to the FAC. This may include the use of a code or phrase to be used when contacting law enforcement or hospital partners to obtain information.
- ❑ Request additional resources as needed through your supervisor

RESPONSE

- ❑ As directed by your supervisor, support the identification and location of the client(s) to receive notification and escort them to the restricted Notification area.
- ❑ Make notifications to clients as appropriate.
- ❑ Ensure that ALL notifications are conducted in a private setting.
- ❑ After each notification, ask the client if they would like additional support services provided at the FAC. Ensure that clients are accommodated as requested.
- ❑ As directed by your supervisor, coordinate with the Social Services Unit to support the arrangement of site visits and memorial services.

- ❑ Contact appropriate Consulate if victims include non-US citizens.
- ❑ Monitor and track the number of notifications made. Report this information to your supervisor at regular intervals.
- ❑ Maintain Unit/Activity Log (ICS Form 214).

DEMOBILIZATION

- ❑ Submit all documentation to your supervisor.

HOSPITAL ADMISSION UNIT SUPERVISOR

Mission: The Hospital Admission Unit coordinates information regarding injured victims. The Hospital Admission Unit maintains and disseminates the identification, status and location of injured victims who were transported to hospitals. The Hospital Admission Unit facilitates communications between FAC management and hospital-based family information centers (if opened).

ACTIVATION

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of your Unit.
- ☐ At the conclusion of Just-in-Time Training, review your Unit's position checklist(s) with your staff, familiarize staff with the layout of their area, and review any key processes or documentation that may be helpful in accomplishing their mission.
- ☐ Ensure that staff are familiar with the location of key resources, to include the FAC Plan and the FAC client forms. Ensure that staff set up a tracker to monitor client forms, such as **Form 1F**: Tracking Form.
- ☐ Monitor and provide direction as needed. Ensure that staffing is adequate per **Appendix V:** Staffing Guidelines.
- ☐ Brief subordinate staff and make task/job assignments.
- ☐ Request additional resources as needed through your supervisor

OPERATION

- ☐ Receive completed FAC forms from the Notification Unit. Direct staff from the Hospital Admission Unit to review the forms to determine whether the victim is at the hospital. Utilize ReddiNet to determine whether victims have been transported to hospitals in Monterey County.
- ☐ If the victim has not been identified as being at a hospital, direct staff to give the forms to the Decedent Status Unit.
- ☐ Review FAC forms and provide information on the number, location, and identification of injured persons transported to hospitals, and report to the Reception/Reunification Division Supervisor.

- ☐ Assist with the development of missing person messages to be sent to all hospitals via ReddiNet. This should include information regarding the location and operating times of the FAC. Hospitals should be advised (via ReddiNet) to direct families to the FAC for more information and support if their loved one is not at the hospital.
- ☐ Release a message via ReddiNet advising hospitals to notify the FAC if their hospital Family Information Center is activated.
- ☐ Keep hospital Family Information Centers informed of pertinent information regarding victims. Respond to requests for information from Family Information Centers.
- ☐ Serve as liaison to Family Information Centers at hospitals, if activated. Communicate with hospitals regarding patients who were transported from the disaster (e.g., patients from one hospital may be able to identify a family/friend that was transported to another hospital).
- ☐ If the victim has been transported to a hospital, advise the Notification Unit to advise clients accordingly. If additional information is needed from the client, coordinate with the Notification Unit to obtain the needed information.
- ☐ Notify hospitals if the family is enroute to the hospital from the FAC. Include the number of family members enroute and any services that they may need.
- ☐ Identify one representative from your Unit to be prepared to provide a brief, 3-minute report out on your Unit's key findings at the Client Briefings. This spokesperson should be prepared to take questions from clients as part of the briefing.
- ☐ Communicate with, organize and prepare assignments for Unit personnel. Develop and maintain a strategy to replenish and provide breaks for personnel.
- ☐ Maintain Unit/Activity Log (ICS Form 214).
- ☐ Brief the incoming Hospital Admission Unit Supervisor if a subsequent Operational Period is scheduled.

DEMOBILIZATION

- ☐ Obtain demobilization instructions from Reunification Division Supervisor.
- ☐ Collect activity logs of your subordinates and complete your own. Turn in all activity logs (ICS Form 214) to your supervisor.
- ☐ Notify hospitals where victims have been transported that the FAC is being demobilized via the ReddiNet.

HOSPITAL ADMISSION UNIT STAFF

Mission: The Hospital Admission Unit coordinates information regarding injured victims. The Hospital Admission Unit maintains and disseminates the identification, status and location of injured victims who were transported to hospitals in Monterey County. The Hospital Admission Unit facilitates communications between FAC management and hospital-based Family Information Centers (if opened).

ACTIVATION

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of your Unit.
- ☐ At the conclusion of Just-in-Time Training, review the position checklist(s), familiarize you with the layout of your area, and review any key processes or documentation that may be helpful in accomplishing your mission.
- ☐ Familiarize yourself with the location of key resources, to include the FAC Plan and the FAC client forms. Set up a tracker to monitor client forms, such as Form 1F: Tracking Form.
- ☐ Request additional resources as needed through your supervisor.

OPERATION

- ☐ Receive completed FAC forms from your supervisor. As directed, identify the status of victims. Utilize ReddiNet to determine whether victims have been transported to hospitals in Monterey County.
- ☐ If the victim has not been identified as being at a hospital, give the forms to the Decedent Status Unit.
- ☐ Review FAC forms and provide information on the number, location, and identification of injured persons transported to hospitals, and report to your Unit supervisor.
- ☐ Assist with the development of missing person messages to be sent to all hospitals via ReddiNet. This should include information regarding the location and operating times of the FAC. Hospitals should be advised (via ReddiNet) to direct families to the FAC for more information and support if their loved one is not at the hospital. Release a message via ReddiNet advising hospitals to notify the FAC if their hospital family information center is activated.

- ☐ Serve as liaison to Family Information Centers at hospitals, if activated. Communicate with hospitals regarding patients who were transported from the disaster (e.g., patients from one hospital may be able to identify a family/friend that was transported to another hospital).
- ☐ Coordinate with the Notification Unit to ensure that family members are notified if their loved one has been hospitalized per Appendix IX: Client Notification Procedures.
- ☐ Notify hospitals if the family is enroute to the hospital from the FAC. Include the number of family members enroute and any services that they may need.
- ☐ Maintain Unit/Activity Log (ICS Form 214).

DEMOBILIZATION

- ☐ Work with the MAC to notify hospitals where victims have been transported and that the FAC is being demobilized via ReddiNet.
- ☐ Submit all documentation to your supervisor.

DECEDENT STATUS UNIT SUPERVISOR

Mission: The Decedent Status Unit reviews FAC forms and coordinates with the Coroner to identify decedents, and maintains/tracks the number of fatalities associated with the incident

ACTIVATION

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of your Unit.
- ☐ At the conclusion of Just-in-Time Training, review your Unit's position checklist(s) with your staff, familiarize staff with the layout of their area, and review any key processes or documentation that may be helpful in accomplishing their mission. You may refer to the Unit and Unit Specific Just-in-Time Training document for talking points.
- ☐ Ensure that staff are familiar with the location of key resources, to include the FAC Plan and the FAC client forms. Ensure that staff set up a tracker to monitor client forms, such as Form 1F: Tracking Form.
- ☐ Monitor and provide direction as needed. Ensure that staffing is adequate per **Appendix V**: Staffing Guidelines.
- ☐ Brief subordinate staff and make task/job assignments.
- ☐ Request additional resources as needed through your supervisor'

OPERATION

- ☐ Receive completed FAC forms from the Hospital Admissions Unit. Direct staff to review the forms to determine if the victim is a decedent. Coordinate closely with other Monterey County Sheriff/Coroner representatives at the incident site to compare information provided on FAC forms to information staff have at the incident site.
- ☐ If the victim has not been identified as a decedent, direct staff to give the forms to the Missing Persons Unit.
- ☐ Monitor and track the number of decedents at the incident site. Report this information to the Reunification Division Supervisor at regular intervals.
- ☐ If the victim is a confirmed decedent, advise the Notification Unit. Ensure that Monterey

County Coroner staff are present for notifications.

- ☐ Provide information to clients regarding next steps of the victim remains. This should include the provision of information regarding mortuary services
- ☐ Identify one representative from your Unit to be prepared to provide a brief, 3-minute report out on your Unit's key findings at the client briefings. This spokesperson should be prepared to take questions from clients as part of the briefing.
- ☐ Communicate with, organize and prepare assignments for Unit personnel. Develop and maintain a strategy to replenish and provide breaks for personnel.
- ☐ Maintain Unit/Activity Log (ICS Form 214).
- ☐ Brief the incoming Decedent Status Unit Supervisor if a subsequent Operational Period is scheduled.

DEMOBILIZATION

- ☐ Collect all documentation from staff. Turn this documentation into the Reunification Division Supervisor.

DECEDENT STATUS UNIT STAFF

Mission: The Decedent Status Unit reviews FAC forms to identify decedents, and maintains/tracks the number of fatalities associated with the incident.

ACTIVATION

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of your Unit.
- ☐ At the conclusion of Just-in-Time Training, review position checklist(s), familiarize you with the layout of your area, and review any key processes or documentation that may be helpful in accomplishing your mission.
- ☐ Familiarize yourself with the location of key resources, to include the FAC Plan and the FAC client forms. Set up a tracker to monitor client forms, such as Form 1F: Tracking Form.
- ☐ Request additional resources as needed through your supervisor

OPERATION

- ☐ Receive completed FAC forms from your Unit supervisor.
- ☐ Review FAC forms to identify the status of victims. This may involve coordination with Coroner staff at the incident site, the Hospital Admission Unit, and the Missing Persons Unit. Conduct interviews with clients to obtain additional information as needed to make an identification.
- ☐ Monitor and track the number of decedents at the incident site.
- ☐ As directed by your Unit supervisor, coordinate with the Notification Unit to notify family members if their loved one has been identified as a decedent per Appendix IX: Client Notification Procedures.
- ☐ Provide information to clients regarding next steps of the victim remains. This should include the provision of information regarding mortuary services.
- ☐ Maintain Unit/Activity Log (ICS Form 214).

DEMOBILIZATION

- ☐ Submit all documentation to your supervisor.

MISSING PERSONS UNIT SUPERVISOR

Mission: The Missing Persons Unit oversees missing persons operations and maintains/tracks the number of missing persons. The Missing Persons Unit coordinates with Hospital Admission Unit and Decedent Status Unit to obtain, share, and disseminate information regarding missing persons. The Missing Persons Unit reviews FAC forms with clients for additional information as necessary.

ACTIVATION

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of your Unit.
- ☐ At the conclusion of Just-in-Time Training, review your Unit's position checklist(s) with your staff, familiarize staff with the layout of their area, and review any key processes or documentation that may be helpful in accomplishing their mission. You may refer to the Unit and Unit Specific Just-in-Time Training document for talking points.
- ☐ Ensure that staff are familiar with the location of key resources, to include the FAC Plan and the FAC client forms. Ensure that staff set up a tracker to monitor client forms, such as **Form 1F:** Tracking Form.
- ☐ Determine through contact with on-site law enforcement if a temporary holding area has been established for uninjured victims. Establish procedures to coordinate with on-site law enforcement related to the identity of persons in the temporary holding area.
- ☐ Monitor and provide direction as needed.
- ☐ Brief subordinate staff and make task/job assignments.
- ☐ Request additional resources as needed through your supervisor.

OPERATION

- ☐ Receive completed FAC forms from the Decedent Status Unit.
- ☐ Direct staff to determine the location of persons reported to be victims but not known to be transported to a treatment facility or determined to be deceased. This may involve the search of missing persons databases, and collaboration with law enforcement in other parts of the affected city or in other jurisdictions.

- ☐ Monitor and track the number of missing persons reported/identified. Report this information to the Reunification Division Supervisor at regular intervals.
- ☐ Coordinate with the Hospital Admission Unit to send out missing person messages to all hospitals regarding missing persons.
- ☐ Notify other law enforcement to FAC operations and missing person operations, as appropriate.
- ☐ Request the Liaison Officer to coordinate with on-site Incident Command to determine if a holding area has been established at the incident site for involved persons who are uninjured or suffering from minor injuries.
- ☐ For every death, whether the decedent is identified or not, ensure that a death report is completed by field personnel.
- ☐ Coordinate with the Notification Unit to notify family members if their loved one is still missing.
- ☐ Identify one representative from your Unit to be prepared to provide a brief, 3-minute report out on your Unit's key findings at the Client Briefings. This spokesperson should be prepared to take questions from clients as part of the briefing.[73]
- ☐ Communicate with, organize and prepare assignments for Unit personnel. Develop and maintain a strategy to replenish and provide breaks for personnel.
- ☐ Maintain Unit/Activity Log (ICS Form 214).
- ☐ Brief the incoming Missing Persons Unit Supervisor if a subsequent Operational Period is scheduled

DEMOBILIZATION

- ☐ Collect all documentation from staff. Turn this documentation into the Reunification Division Supervisor.

MISSING PERSONS UNIT STAFF

Mission: The Missing Persons Unit oversees missing persons operations and maintains/tracks the number of missing persons. The Missing Persons Unit coordinates with Hospital Admission Unit and Decedent Status Unit to obtain, share, and disseminate information regarding missing persons. The Missing Persons Unit reviews FAC forms with clients for additional information as necessary.

ACTIVATION

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of your Unit.
- ☐ At the conclusion of Just-in-Time Training, review position checklist(s), familiarize you with the layout of your area, and review any key processes or documentation that may be helpful in accomplishing your mission.
- ☐ Familiarize yourself with the location of key resources, to include the FAC Plan and the FAC client forms. Set up a tracker to monitor client forms, such as **Form 1F**: Tracking Form.
- ☐ Request additional resources as needed through your supervisor.

OPERATION

- ☐ Receive completed FAC forms from your Unit supervisor.
- ☐ Determine the location of persons reported to be victims but not known to be transported to a treatment facility or determined to be deceased. This may involve the search of missing persons databases, and collaboration with law enforcement in other parts of the affected city or in other jurisdictions.
- ☐ Coordinate with the Hospital Admission Unit to send out missing person messages to all hospitals regarding missing persons.
- ☐ Notify other law enforcement to FAC operations and missing person operations, as appropriate.
- ☐ Monitor and track the number of missing persons reported/identified. This may involve
- ☐ For every death, whether the decedent is identified or not, ensure that a death report is completed by field personnel.

- ☐ As directed by your Unit supervisor, coordinate with the Notification Unit to notify family members if their loved one is still missing per Appendix IX: Client Notification Procedures.
- ☐ Maintain Unit/Activity Log (ICS Form 214

DEMOBILIZATION

- ☐ Submit all documentation to your supervisor.

INVESTIGATION SUPPORT UNIT

Mission: The Investigation Support Unit serves as a liaison to law enforcement personnel regarding criminal investigation at the incident scene. This Unit may assist with the identification of witnesses or suspects at the FAC. The Investigation Support Unit Supervisor reports to the Reunification Division Lead.

ACTIVATION

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. (ICS Form 211). Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of your Unit.
- ☐ At the conclusion of Just-in-Time Training, review your Unit's position checklist(s) with your staff, familiarize staff with the layout of their area, and review any key processes or documentation that may be helpful in accomplishing their mission.
- ☐ Ensure that staff are familiar with the location of key resources, to include the FAC Plan.
- ☐ Obtain computers or other electronic equipment to be supplied by the FAC; workstation telephone numbers; and briefing on web access, communications systems, passwords, and other technology-related procedures. If bringing agency-owned equipment, obtain briefing on connection procedures, passwords and other technology–related procedures.
- ☐ Ensure that set-up and logistics are complete for subordinate areas.
- ☐ Ensure that staffing is adequate per Appendix V: Staffing Guidelines.
- ☐ Work with the Security Branch Director to develop an Investigative Plan to liaison to offsite criminal investigations.
- ☐ Request additional resources as needed through your supervisor.

OPERATION

- ☐ Serve as a liaison to investigation efforts (e.g., responding law enforcement agencies, FBI, Amtrak, missing children investigation agencies/organizations, etc.) that are occurring at the incident site or at the law enforcement facility.
- ☐ Attend Client Briefings.
- ☐ Provide information obtained from missing persons reports to offsite investigations.

- ☐ If the Reception/Registration Unit (or other source) reports a witness to you, determine the value of the information, and either store the witness' information and gather a Unit to question that person at an alternate location, or if investigators are on the way, hold that person in a private area.
- ☐ Assign staff to monitor witnesses to ensure that they do not discuss the incident with others at the FAC, as needed.
- ☐ During a criminal incident, be prepared to support the overall criminal investigation based on the statements of clients during interviews to include:
    - Identifying Potential Witnesses
    - Identifying Potential Suspects
- ☐ If necessary, assist the Security Branch Director in the transfer of investigational responsibility to appropriate Federal Investigative resources.

DEMOBILIZATION

- ☐ Notify all sworn and non-sworn staff within the Investigative Support Unit that the FAC is being demobilized.
- ☐ Demobilize Investigative Support Unit work areas and arrange for on-going investigations as needed.
- ☐ Return equipment and unused supplies issued by the FAC to the Logistics Section.
- ☐ Arrange for return of any agency-owned equipment (computers, etc.).
- ☐ Participate in the staff demobilization briefing.
- ☐ Collect activity logs of your subordinates and complete your own. Turn in all activity logs (ICS Form 214) to your supervisor.
- ☐ Sign out at the personnel check-out station. Turn in all documentation to include position checklists and evaluation forms.

SERVICES UNIT DIRECTOR

Mission: The Services Unit is responsible for the provision of mental health, social services, spiritual care, public health, recovery, and victim services. The Services Unit is comprised of five Units: Mental Health Services Unit, Social Service Unit, Public Health Unit, Victim Service Unit, and Recovery Unit, as well as the Spiritual Care Unit. The Services Unit Director reports to the Family Assistance Branch Director.

ACTIVATION

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. (ICS Form 211). Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of the Units that report to you:
  - Mental Health Services Unit
  - Public Health Services Unit
  - Social Services Unit
  - Victim Services Unit
  - Recovery Services Unit
- ☐ At the conclusion of Just-in-Time Training review with the Unit leads the Unit's position checklists, familiarize staff with the layout of their area, and review any key processes or documentation that may be helpful in accomplishing their mission. You may advise them to refer to the Unit and Unit Specific Just-in-Time Training document for talking points.
- ☐ Report to your assigned workstation. Obtain briefing and job/task assignment from Operations Section Chief. Review FAC Incident Action Plan for the Operational Period.
- ☐ Ensure the deployment of computers or other electronic equipment to be supplied by the FAC; workstation telephone numbers; and briefings on web access, communications systems, passwords, and other technology-related procedures takes place.
- ☐ Ensure that set-up and logistics are complete for subordinate areas.
- ☐ Ensure that staffing is adequate per **Appendix V:** Staffing Guidelines.
- ☐ Ensure that staff are familiar with the location of key resources, to include the FAC Plan, FAC forms, etc.
- ☐ Review position checklists for subordinate positions. Brief subordinate staff and make

task/job assignments by initiating the following:

- Appoint a Mental Health Services Unit Supervisor.
- Appoint a Public Health Services Unit Supervisor.
- Appoint a Social Services Unit Supervisor.
- Coordinate with each Unit supervisor to develop a strategy for delivery of services based on the layout of the facility and the objectives of the FAC.
- Coordinate with the Victim Services Unit supervisor who is assigned by their home agency
- Review the various Recovery Services Unit agency and entity make-up

☐ Monitor and provide direction as needed.

☐ Request additional resources as needed through your supervisor

OPERATION

☐ Communicate with, organize and prepare assignments for Services Unit personnel. Develop and maintain a strategy to replenish and provide breaks for Services Unit personnel. Make changes as necessary to branch organization, personnel assignments, and method of operation.

☐ Ensure that mental health, public health, victim services, and social services are readily accessible to clients. Follow-up to ensure that requests for support are met.

☐ Inform Family Assistance Brunch Director of activities.

☐ Maintain Unit/Activity Log (ICS Form 214).

☐ Attend Client Briefings.

☐ Brief incoming Services Unit Director if a subsequent Operational Period is scheduled.

☐ Conduct briefings to ensure understanding of the current Incident Action Plan. Participate in meetings and briefings as needed.

DEMOBILIZATION

☐ Return equipment and unused supplies issued by the FAC to the Logistics Section.

☐ Arrange for return of any agency-owned equipment (computers, etc.).

☐ Participate in the staff demobilization briefing.

☐ Collect activity logs of your subordinates and complete your own. Turn in all activity logs (ICS Form 214) to your supervisor.

- ☐ Sign out at the personnel check-out station. Turn in all documentation to include position checklists and evaluation forms.

MENTAL HEALTH SERVICES UNIT SUPERVISOR

Mission: The Mental Health Services Unit ensures that services are provided for the emotional, mental, and spiritual needs of clients and FAC staff. The Mental Health Services Unit oversees and manages spiritual care personnel. The Mental Health Unit Supervisor reports to the Services Branch Director.

ACTIVATION

NOTE: The Monterey County Health Department through Behavioral Health will be the coordinating body for all mental health services at the FAC.

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. (ICS Form 211). Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of your Unit and assigned staff, to include the Spiritual Care Unit.
- ☐ At the conclusion of the plenary Just-in-Time Training, review your Unit's position checklist(s) with your staff, familiarize staff with the layout of their area, and review any key processes or documentation that may be helpful in accomplishing their mission. Additional actions are noted below:
  - Review any key resources, processes, or documentation (e.g., programs, brochures, forms) that may be helpful in accomplishing the mission of the Mental Health Unit.
  - Ensure that Mental Health Unit staff are prepared to speak to the resources made available through the Services Unit at the FAC (e.g., social services, victim services, public health, and spiritual care), in addition to those provided in the Mental Health Unit, so that those may be effectively communicated to clients when appropriate.
- ☐ Obtain computers or other electronic equipment to be supplied by the FAC; workstation telephone numbers; and briefing on web access, communications systems, passwords, and other technology-related procedures.
- ☐ Ensure that set-up and logistics are complete for subordinate areas.
- ☐ Ensure that staffing is adequate per **Appendix V**: Staffing Guidelines.
- ☐ Contact the Victim Services Unit or other support services Units to provide resource support as appropriate.
- ☐ Brief subordinate staff and make task/job assignments.
- ☐ Monitor and provide direction as needed.
- ☐ Request additional resources as needed through your supervisor

OPERATION

- ☐ Coordinate client and staff counseling services, to include management and staffing of emotional, mental and spiritual services as directed by Monterey County Health Department. Develop and maintain a strategy to replenish and provide breaks for subordinate personnel.
- ☐ Identify staff members who are bilingual, child specialists and/or clinicians experienced in working in a crisis and assign them appropriately.
- ☐ Encourage staff to float to client areas (e.g., waiting area, lines) and provide assistance as needed/requested. Ensure one staff member is present in main area at all times to provide support for those taken to designated area.
- ☐ Contact potential mental health care provider referrals regarding whether they accept victim compensation from the California Victim Compensation Program.
- ☐ Refer clients to acute care services as needed.
- ☐ Coordinate with the Reception/Registration Unit to discuss strategies for providing mental health support to clients before, during and after registration. Assist registration staff and other FAC staff as necessary in identifying any mental health needs requirements of clients.
  - Observe clients when arriving and while waiting in the reception area to determine by visual observation if individual clients have mental health support needs.
  - Provide assistance as requested.
- ☐ Ensure staff develop a plan for follow up support to all clients requiring services.
- ☐ Coordinate with the Notification Unit to discuss strategies for providing mental health support to clients as requested.
- ☐ Conduct mental health, spiritual, and psychological first aid.
- ☐ Oversee the Spiritual Care Unit.
- ☐ Conduct Just-in-Time sensitivity training for FAC staff that come into contact with clients.
- ☐ Support coordination efforts for site visits and memorial services (if appropriate).
- ☐ Maintain Unit/Activity Log (ICS Form 214).
- ☐ Attend Client Briefings.
- ☐ Ensure that FAC staff are provided with an opportunity to be debriefed and/or to receive counseling individually or in a Unit setting at the end of their shift and as requested.
- ☐ Brief incoming Mental Health Unit Supervisor if a subsequent Operational Period is scheduled.

DEMOBILIZATION

- ☐ Return equipment and unused supplies issued by the FAC to the Logistics Section.
- ☐ Arrange for return of any agency-owned equipment (computers, etc.).
- ☐ Participate in the staff demobilization briefing. Ensure that all FAC staff are informed of the availability of counseling if requested.
- ☐ Collect activity logs of your subordinates and complete your own. Turn in all activity logs (ICS Form 214) to your supervisor.
- ☐ Sign out at the personnel check-out station. Turn in all documentation to include position checklists and evaluation forms.

MENTAL HEALTH SERVICES UNIT STAFF

Mission: The Mental Health Services Unit ensures that services are provided for the emotional, mental, and spiritual needs of clients and FAC staff. The Mental Health Services Unit oversees and manages spiritual care personnel.

ACTIVATION

NOTE: The Monterey County Health Department through Behavioral Health will be the coordinating body for all mental health services at the FAC.

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. (ICS Form 211). Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training.
- ☐ Report to your assigned workstation. Obtain briefing and job/task assignment from Services Branch Director. Review FAC Incident Action Plan for the Operational Period.
- ☐ Obtain computers or other electronic equipment to be supplied by the FAC; workstation telephone numbers; and briefing on web access, communications systems, passwords, and other technology-related procedures. If bringing agency-owned equipment, report to the obtain briefing on connection procedures, passwords and other technology–related procedures.
- ☐ Ensure that set-up and logistics are complete for subordinate areas.
- ☐ Ensure that staffing is adequate per **Appendix V**: Staffing Guidelines.
- ☐ Contact the Federal Bureau of Investigation Office of Victims Assistance or other support services Units to provide resource support as appropriate.
- ☐ Brief subordinate staff and make task/job assignments.
- ☐ Request additional resources as needed through your supervisor

OPERATION

- ☐ Coordinate client and staff counseling services, to include management and staffing of emotional, mental and spiritual services as directed by Monterey County Health Department. Develop and maintain a strategy to replenish and provide breaks for subordinate personnel.
- ☐ As directed, float to client areas (e.g., waiting area, lines) and provide assistance as

needed/requested. Ensure one staff member is present in main area at all times to provide support for those taken to designated area.

- ☐ Coordinate with the Reception/Registration Unit to discuss strategies for providing mental health support to clients before, during and after registration. Assist registration staff and other FAC staff as necessary in identifying any mental health needs requirements of clients.
  - Observe clients when arriving and while waiting in the reception area to determine by visual observation if individual clients have mental health support needs.
  - Provide assistance as requested.
- ☐ Develop a plan for follow up support to all clients requiring services.
- ☐ Coordinate with the Notification Unit to discuss strategies for providing mental health support to clients as requested.
- ☐ Conduct mental health, spiritual, and psychological first aid.
- ☐ Oversee the Spiritual Care Unit.
- ☐ Conduct Just-in-Time sensitivity training for FAC staff that come into contact with clients.
- ☐ Support coordination efforts for site visits and memorial services (if appropriate).
- ☐ Maintain Unit/Activity Log (ICS Form 214).
- ☐ Attend Client Briefings.
- ☐ As directed by the Mental Health Unit Supervisor, ensure that FAC staff are provided with an opportunity to be debriefed and/or to receive counseling individually or in a Unit setting at the end of their shift and as requested.
- ☐ Brief incoming Mental Health Unit Supervisor if a subsequent Operational Period is scheduled.

DEMOBILIZATION

- ☐ Return equipment and unused supplies issued by the FAC to the Logistics Section.
- ☐ Arrange for return of any agency-owned equipment (computers, etc.).
- ☐ Participate in the staff demobilization briefing.
- ☐ Collect activity logs of your subordinates and complete your own. Turn in all activity logs (ICS Form 214) to your supervisor.
- ☐ Sign out at the personnel check-out station. Turn in all documentation to include position checklists and evaluation forms.

SPIRITUAL CARE UNIT LEADER

Mission: The Spiritual Care Unit ensures the provision of spiritual care service and support to FAC clients. The Spiritual Care Unit ensures that spiritual care provided meets the needs/religious preferences of all clients of the FAC. The Spiritual Care Unit Leader reports to the Mental Health Unit Supervisor.

ACTIVATION

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. (ICS Form 211). Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training.
- ☐ Report to your assigned workstation. Obtain briefing and job/task assignment from Mental Health Services Unit. Review FAC Incident Action Plan for the Operational Period.
- ☐ Obtain computers or other electronic equipment to be supplied by the FAC; workstation telephone numbers; and briefing on web access, communications systems, passwords, and other technology-related procedures.
- ☐ Ensure that set-up and logistics are complete for spiritual care area.
- ☐ Request additional resources as needed through your supervisor.

OPERATION

- ☐ Develop and execute a strategy for the provision of spiritual care at the FAC.
- ☐ Coordinate with the Reception/Registration Unit to discuss strategies for providing spiritual care support to clients before and after registration. Develop a plan for follow up support to all clients requiring services.
- ☐ Encourage staff to float to client areas (e.g., waiting area, lines) and provide assistance as needed/requested. Ensure one staff member is present in main area at all times to provide support for those taken to designated area.
- ☐ Coordinate with the Notification Unit to discuss strategies for providing spiritual care support to clients as requested.
- ☐ Support coordination efforts for site visits and memorial services (if appropriate).
- ☐ Maintain Unit/Activity Log (ICS Form 214).

- ☐ Attend Client Briefings.
- ☐ Brief incoming Spiritual Care Unit Leader if a subsequent Operational Period is scheduled.

DEMOBILIZATION

- ☐ Return equipment and unused supplies issued by the FAC to the Logistics Section.
- ☐ Arrange for return of any agency-owned equipment (computers, etc.).
- ☐ Participate in the staff demobilization briefing.
- ☐ Collect activity logs of your subordinates and complete your own. Turn in all activity logs (ICS Form 214) to your supervisor.
- ☐ Sign out at the personnel check-out station. Turn in all documentation to include position checklists and evaluation forms.

SPIRITUAL CARE UNIT STAFF

Mission: The Spiritual Care Unit ensures the provision of spiritual care service and support to FAC clients. The Spiritual Care Unit ensures that spiritual care provided meets the needs/religious preferences of all clients of the FAC. The Spiritual Care Unit Staff report to the Spiritual Care Unit Leader.

ACTIVATION

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. (ICS Form 211). Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training.
- ☐ Report to your assigned workstation. Obtain briefing and job/task assignment from Mental Health Services Unit. Review FAC Incident Action Plan for the Operational Period.
- ☐ Obtain computers or other electronic equipment to be supplied by the FAC; workstation telephone numbers; and briefing on web access, communications systems, passwords, and other technology-related procedures. If bringing agency-owned equipment, obtain briefing on connection procedures, passwords and other technology–related procedures.
- ☐ Ensure that set-up and logistics are complete for spiritual care area.
- ☐ Request additional resources as needed through your supervisor.

OPERATION

- ☐ Develop and execute a strategy for the provision of spiritual care at the FAC.
- ☐ Coordinate with the Reception/Registration Unit to discuss strategies for providing spiritual care support to clients before and after registration. Develop a plan for follow up support to all clients requiring services.
- ☐ Encourage staff to float to client areas (e.g., waiting area, lines) and provide assistance as needed/requested. Ensure one staff member is present in main area at all times to provide support for those taken to designated area.
- ☐ Coordinate with the Notification Unit to discuss strategies for providing spiritual care support to clients as requested.

- ☐ Support coordination efforts for site visits and memorial services[60] (if appropriate).
- ☐ Maintain Unit/Activity Log (ICS Form 214).
- ☐ Attend Client Briefings.
- ☐ Brief incoming Spiritual Care Unit Leader if a subsequent Operational Period is scheduled

DEMOBILIZATION

- ☐ Return equipment and unused supplies issued by the FAC to the Logistics Section.
- ☐ Arrange for return of any agency-owned equipment (computers, etc.).
- ☐ Participate in the staff demobilization briefing.
- ☐ Collect activity logs of your subordinates and complete your own. Turn in all activity logs (ICS Form 214) to your supervisor.
- ☐ Sign out at the personnel check-out station. Turn in all documentation to include position checklists and evaluation forms.

SOCIAL SERVICES UNIT SUPERVISOR

Mission: The Social Services Unit ensures that social service needs of clients are met. The Social Services Unit facilitates response activities of private sector participants in the FAC and coordinates with other support agencies/organizations. The Social Services Unit coordinates the provision of longer-term social services. The Social Services Unit Supervisor reports to the Services Unit Director.

Activation

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of your Unit and assigned staff, to include Child Care Providers and Animal Care Providers.
- ☐ At the conclusion of the Just-in-Time Training, review your Unit's position checklist(s) with your staff, familiarize staff with the layout of their area, and review any key processes or documentation that may be helpful in accomplishing their mission. Additional actions are noted below:
  - Review any key resources, processes, or documentation (e.g., programs, brochures, forms) that may be helpful in accomplishing the mission of the Social Services Unit.
  - Ensure that Social Services Unit staff are prepared to speak to the resources made available through the Services Branch at the FAC (e.g., mental health, victim services, public health, and spiritual care), in addition to those provided in the Social Services Unit, so that those may be effectively communicated to clients when appropriate.
- ☐ Obtain computers or other electronic equipment to be supplied by the FAC; workstation telephone numbers; and briefing on web access, communications systems, passwords, and other technology-related procedures. If bringing agency-owned equipment, report to the Resources Branch to obtain briefing on connection procedures, passwords and other technology–related procedures.
- ☐ Ensure that set-up and logistics are complete for subordinate areas.
- ☐ Ensure that staffing is adequate per **Appendix V**: Staffing Guidelines. Consider additional staffing positions to include Child Care Provider and Animal Care Provider.
- ☐ Brief subordinate staff and make task/job assignments.
- ☐ Monitor and provide direction as needed.
- ☐ Request additional resources as needed through your supervisor.

- ☐ Make referrals to appropriate external resources. If services are to be provided off site:
  - Assist in scheduling appointments between clients and service providers.
  - Arrange for transportation for clients or provide driving/transit directions.
  - Coordinate with the Finance Section if costs are to be incurred; document costs with instructions from Finance.
- ☐ Encourage staff to float to client areas (e.g., waiting area, lines) to inform clients about the Safe and Well program and to provide assistance as needed/requested. Ensure one staff member is present in main area at all times to provide support for those taken to designated area.
- ☐ Develop a plan for follow up support to all clients requiring services.
- ☐ Establish and oversee on-site child care/play area and arrange for staffing.
- ☐ Ensure the coordination of transportation for families to the incident site once it is deemed appropriate by responders.
- ☐ Review the Monterey County Animal Emergency Response Annex and plan for clients who may bring their pets/service animals to the FAC. Coordinate the provision of animal care shelters at the exterior of the FAC, as needed.
- ☐ If required, contact the appropriate agency/organization and arrange for animal care. Animal care may also be provided by a qualified NGO.
- ☐ Ensure that a coordinator is appointed to address the provision of memorial services· Consider the following:
  - Collaboration with mental health, law enforcement, coroner and spiritual care representatives to support memorial service planning efforts
  - Collaboration with political officials regarding memorial service conduct
  - Coordination with the PIO to ensure that information regarding the memorial service is provided to the public (if open to the public)
  - Support efforts to coordinate transportation to the memorial services
  - Support efforts to provide spiritual care providers at the memorial service who represent the same faith and language of the affected families
- ☐ Arrange for translation/interpretation services as required.
- ☐ Attend Client Briefings.
- ☐ Maintain Unit/Activity Log (ICS Form 214).
- ☐ Develop and maintain a strategy to replenish and provide breaks for subordinate personnel. Brief incoming Social Services Unit Supervisor if a subsequent Operational Period is scheduled.

DEMOBILIZATION

- ☐ Demobilize the child care center or play area, if established.
- ☐ Demobilize animal care services, if established.
- ☐ Notify all social service providers who have been providing services for clients that the FAC is being demobilized.
- ☐ Arrange for ongoing service provision for clients who require continuing support.
- ☐ Return equipment and unused supplies issued by the FAC to the Logistics Section.
- ☐ Arrange for return of any agency-owned equipment (computers, etc.).
- ☐ Participate in the staff demobilization briefing.
- ☐ Collect activity logs of your subordinates and complete your own. Turn in all activity logs (ICS Form 214) to your supervisor.
- ☐ Sign out at the personnel check-out station. Turn in all documentation to include position checklists and evaluation forms.

SOCIAL SERVICES GROUP STAFF

Mission: The Social Services Unit ensures that social service needs of clients are met. The Social Services Unit facilitates response activities of private sector participants in the FAC and coordinates with other support agencies/organizations. The Social Services Unit coordinates the provision of longer-term social services. The Social Services Unit Staff report to the Social Services Unit Supervisor.

ACTIVATION

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of your Unit and assigned staff, to include Child Care Providers and Animal Care Providers.
- ☐ At the conclusion of Just-in-Time Training, review position checklist(s), familiarize yourself with the layout of your area, and review any key processes or documentation that may be helpful in accomplishing your mission.
- ☐ Brief subordinate staff and make task/job assignments.
- ☐ Request additional resources as needed through your supervisor.

OPERATION

- ☐ Provide social services information and make referrals to appropriate external resources. If services are to be provided off site:
  - Assist in scheduling appointments between clients and service providers.
  - Arrange for transportation for clients or provide driving/transit directions.
  - Coordinate with the Finance Section if costs are to be incurred; document costs with instructions from Finance.
- ☐ Float the client areas (e.g., waiting area, lines) and provide assistance as needed/requested, to include information about the Safe and Well program. Ensure one staff member is present in main area at all times to provide support for those taken to designated area.
- ☐ Develop a plan for follow up support to all clients requiring services.
- ☐ Establish and oversee on-site child care/play area and arrange for staffing.

- ☐ Ensure the coordination of transportation for families to the incident site once it is deemed appropriate by responders.
- ☐ Review the Monterey County Animal Emergency Response Annex and plan for clients who may bring their pets/service animals to the FAC. Coordinate the provision of animal care shelters at the exterior of the FAC, as needed.
- ☐ If required, contact appropriate agency/organization and arrange for animal care. Animal care may also be provided by a qualified NGO.
- ☐ Ensure that a coordinator is appointed to address the provision of memorial services. Consider the following:
  - Collaboration with mental health, law enforcement, coroner and spiritual care representatives to support memorial service planning efforts
  - Collaboration with political officials regarding memorial service conduct
  - Coordination with the PIO to ensure that information regarding the memorial service is provided to the public (if open to the public)
  - Support efforts to coordinate transportation to the memorial services
  - Support efforts to provide spiritual care providers at the memorial service who represent the same faith and language of the affected families
- ☐ Arrange for translation/interpretation services as required.
- ☐ Attend Client Briefings.
- ☐ Maintain Unit/Activity Log (ICS Form 214).
- ☐ Develop and maintain a strategy to replenish and provide breaks for subordinate personnel. Brief incoming Social Services Unit Supervisor if a subsequent Operational Period is scheduled.

DEMOBILIZATION

- ☐ Demobilize the child care center or play area, if established.
- ☐ Demobilize animal care services, if established.
- ☐ Notify all social service providers who have been providing services for clients that the FAC is being demobilized.
- ☐ Arrange for ongoing service provision for clients who require continuing support.
- ☐ Return equipment and unused supplies issued by the FAC to the Logistics Section.
- ☐ Arrange for return of any agency-owned equipment (computers, etc.).

- ☐ Participate in the staff demobilization briefing.
- ☐ Collect activity logs of your subordinates and complete your own. Turn in all activity logs (ICS Form 214) to your supervisor.
- ☐ Sign out at the personnel check-out station. Turn in all documentation to include position checklists and evaluation forms.

VICTIM SERVICES UNIT LEADER

Mission: The Victim Services Unit connects identified potential victims and their family members with victim support programs and information regarding their rights. The Victim Services unit also provides direct emotional support as qualified to provide and as needed. The Victim Services Unit Leader reports to the Service Unit Director.

ACTIVATION

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of your unit and assigned staff.
- ☐ Confirm the strategy for managing and sharing lists of client and victim information (e.g., lists are maintained by the Reunification Division Supervisor and may be obtained through a request from your supervisor).
- ☐ At the conclusion of the plenary Just-in-Time Training, review your Unit's position checklist(s) with your staff and familiarize staff with the layout of their area. You may refer to the Unit and Unit Specific Just-in-Time Training document for talking points. Additional actions are noted below:
  - Review any key resources, processes, or documentation (e.g., programs, brochures, forms) that may be helpful in accomplishing the mission of the Victim Services Unit.
  - Ensure that Victim Services Unit staff are prepared to speak to the resources made available through the Services Branch at the FAC (e.g., mental health, social services, public health, and spiritual care), in addition to those provided in the Victim Services Unit, so that those may be effectively communicated to clients when appropriate.
- ☐ Brief subordinate staff and make task/job assignments.
- ☐ Request additional staff and resources as needed through your supervisor

OPERATION

- ☐ Ascertain the needs of potential victims and their families in coordination with the Social Services Unit. Ensure that all clients have equal access to victim services and information about their rights if a criminal investigation is involved.

Inform family members of the services available to them and connect them with available assistance resources. This may include the provision of information and assistance to victims,

including crisis intervention, special funding to provide possible emergency assistance, crime victim compensation, counseling and referrals to additional resources. The Crime Victim Compensation Program can help pay expenses that result from violent crimes. It may help pay for expenses such as medical/dental treatment, mental health services, income loss and certain funeral/burial costs. It can help victims and/or certain family members of violent crime who have been injured or have been threatened with injury. It is the payor of last resort, and there are limits on how much can be paid for each loss.

- ☐ Encourage staff to float to client areas (e.g., waiting area, lines) and provide assistance as needed/requested. Ensure that one staff member is present in main area at all times to provide support for those taken to designated area.
- ☐ Develop a plan for follow up support to all clients requiring services.
- ☐ Attend Client Briefings.
- ☐ Maintain Unit/Activity Log (ICS Form 214).
- ☐ Develop and maintain a strategy to replenish and provide breaks for subordinate personnel. Brief the incoming Victim Services Unit Leader if a subsequent Operational Period is scheduled

DEMOBILIZATION

- ☐ Arrange for ongoing service provision for clients who require continuing support.
- ☐ Arrange for return of any agency-owned equipment (computers, etc.).
- ☐ Collect activity logs of your subordinates and complete your own. Turn in all activity logs (ICS Form 214) to your supervisor.
- ☐ Ensure that information regarding ongoing victim services programs is posted/announced in coordination with the demobilization of the FAC.
- ☐ Notify all victim services staff who have been providing services for clients that the FAC is being demobilized.
- ☐ Participate in the staff demobilization briefing.
- ☐ Return equipment and unused supplies issued by the FAC to the Logistics Section.
- ☐ Sign out at the personnel check-out station. Turn in all documentation to include position checklists and evaluation forms.

VICTIM SERVICES UNIT STAFF

Mission: The Victim Services Unit serves as a mechanism to connect identified potential victims and their family members with applicable victim support programs and information regarding their rights.

ACTIVATION

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of your unit.
- ☐ Confirm the strategy for managing and sharing lists of client and victim information (e.g., lists are maintained by the Reunification Division Supervisor and may be obtained through a request from your supervisor).
- ☐ At the conclusion of Just-in-Time Training, review your position checklist(s), familiarize yourself with the layout of your area, and review any key processes or documentation that may be helpful in accomplishing your mission.
- ☐ Brief subordinate staff and make task/job assignments.
- ☐ Request additional staff and resources as needed through your supervisor.

OPERATION

- ☐ Ascertain the needs of potential victims and their families in coordination with the Social Services Unit. Ensure that all clients have equal access to victim services.
- ☐ Inform family members of the services available to them and connect them with available assistance resources. This may include the provision of information and assistance to victims, including crisis intervention, special funding to provide possible emergency assistance, crime victim compensation, counseling and referrals to additional resources. The Crime Victim Compensation Program can help pay expenses that result from violent crimes. It may help pay for expenses such as medical/dental treatment, mental health services, income loss and certain funeral/burial costs. It can help victims and/or certain family members of violent crime who have been injured or have been threatened with injury. It is the payor of last resort, and there are limits on how much can be paid for each loss.
- ☐ Float to client areas (e.g., waiting area, lines) and provide assistance as needed/ requested.
- ☐ Develop a plan for follow up support to all clients requiring services.

- ☐ Attend Client Briefings.
- ☐ Maintain Unit/Activity Log (ICS Form 214).’

DEMOBILIZATION

- ☐ Arrange for ongoing service provision for clients who require continuing support.
- ☐ Arrange for return of any agency-owned equipment (computers, etc.).
- ☐ Turn in all activity logs (ICS Form 214) to your supervisor.
- ☐ Ensure that information regarding ongoing victim services programs is posted/announced in coordination with the demobilization of the FAC.
- ☐ Participate in the staff demobilization briefing.
- ☐ Return equipment and unused supplies issued by the FAC to the Logistics Section.
- ☐ Sign out at the personnel check-out station. Turn in all documentation to include position checklists and evaluation forms.

PUBLIC HEALTH SERVICES UNIT SUPERVISOR

Mission: The Public Health Services Unit oversees the provision of public health services for persons at the FAC.

ACTIVATION

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. (ICS Form 211). Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training.
- ☐ At the conclusion of Just-in-Time Training, review your Unit's position checklist(s) with your staff, familiarize staff with the layout of their area, and review any key processes or documentation that may be helpful in accomplishing their mission. You may refer to the Unit and Unit Specific Just-in-Time Training document for talking points.
- ☐ Ensure that staff are familiar with the location of key resources, to include the FAC Plan, FAC forms, etc.
- ☐ Obtain computers or other electronic equipment to be supplied by the FAC; workstation telephone numbers; and briefing on web access, communications systems, passwords, and other technology-related procedures. If bringing agency-owned equipment, obtain briefing on connection procedures, passwords and other technology–related procedures.
- ☐ Ensure that set-up and logistics are complete for subordinate areas.
- ☐ Ensure that staffing is adequate per Appendix V: Staffing Guidelines. Consider additional staffing positions for Infection Control Specialists, as needed.
- ☐ Brief subordinate staff and make task/job assignments.
- ☐ Monitor and provide direction as needed.
- ☐ Request additional resources as needed through your supervisor

OPERATION

- ☐ The Public Health Services Unit oversees the provision of public health services for persons at

the FAC as follows:

- Ensure that the FAC facility is a healthy environment for staff and clients, free from unhealthy conditions or procedures
- Inspect food preparation and serving facilities, as necessary

  Provide basic health services and information to staff and clients (e.g., communicable disease control/rapid health assessment, assessment of medical/chronic conditions to ensure treatment, etc.)
- Basic first aid (may be provided by other agency/organization)

☐ If food is to be prepared in the facility, arrange for an inspection by Monterey County Health Department..

☐ Maintain nurses on standby in, or near the registration area in the event that clients or staff require non-emergency medical attention. Provide basic medical care as needed.

☐ Telephone 911 for medical transport as needed.

☐ Arrange for replacement of emergency medication for disaster health needs.

☐ Assign nurses to attend Client Briefings.

☐ Develop and maintain a strategy to replenish and provide breaks for subordinate personnel.

☐ Maintain Unit/Activity Log (ICS Form 214).

☐ Attend Client Briefings.

☐ Brief incoming Public Health Unit Supervisor if a subsequent Operational Period is scheduled.

DEMOBILIZATION

☐ Return equipment and unused supplies issued by the FAC to the Logistics Section.

☐ Arrange for return of any agency-owned equipment (computers, etc.).

☐ Participate in the staff demobilization briefing.

☐ Collect activity logs of your subordinates and complete your own. Turn in all activity logs (ICS Form 214) to your supervisor.

☐ Sign out at the personnel check-out station. Turn in all documentation to include position checklists and evaluation forms.

SITE SECURITY UNIT SUPERVISOR

Mission: The Site Security Unit addresses security both internal and external to the FAC and includes crowd control and site access. The Site Security Unit Supervisor reports to the Security Unit Lead.

ACTIVATION

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of your Unit.
- ☐ At the conclusion of Just-in-Time Training, review your Unit's position checklist(s) with your staff, familiarize staff with the layout of their area, and review any key processes or documentation that may be helpful in accomplishing their mission. You may refer to the Unit and Branch Specific Just-in-Time Training document for talking points.
- ☐ Ensure that staff are familiar with the location of key resources, to include the FAC Plan.
- ☐ Monitor and provide direction as needed. Ensure that staffing is adequate per **Appendix V:** Staffing Guidelines.
- ☐ Brief subordinate staff and make task/job assignments.
- ☐ Collaborate with Security Unit Director and Badging Unit Supervisor (if applicable) to develop Security Plan for both the interior and exterior of the FAC site.
  - Appoint FAC Interior Security Personnel to include:
    - Fixed Security Posts
    - Roving Patrols
    - Dismissing Unauthorized Persons as Necessary
  - Appoint FAC Exterior Security Personnel to include:
    - Perimeter Security
    - Traffic Control
    - Initial Screening Security
    - Roving Patrols
- ☐ Request additional resources as needed through your supervisor.

OPERATION

☐ Incident Actions – Security Inside of the FAC:

- Prevent unauthorized access to all FAC building ingress/egress points.
- All authorized persons seeking admittance into the FAC are subject to a cursory illegal weapons search by law enforcement personnel.
- A portable metal or weapons detector may be used in addition to or in lieu of the law enforcement personnel cursory illegal weapons search. All sworn law enforcement officers are exempt from the no illegal weapons policy of the FAC.
- Ensure that only authorized persons are allowed admittance to the restricted area – law enforcement, Information Branch personnel, and escorted clients. Law enforcement shall provide perimeter security to prevent access of unauthorized persons.
- Ensure that individuals picking-up children from care facility are the legal guardians or authorized client representative.
- Provide security presence to all Client Briefings.
- If media is present, ensure that press members are kept in appointed areas and are allowed to interview authorities or clients (if willing) only when appropriate.
- Escort non-badged personnel who are authorized to temporarily be on-site at the FAC (i.e. vendor, maintenance or delivery personnel).
- Immediately address any potential threats to FAC operations and the safety of those located therein to include:
  - Civil Disturbance
  - Emotionally Distraught Person
  - Explosive Device, Bomb Threat
  - Hostage Incident
  - Sniper Incident
  - Special Event
  - Suspicious Package

☐ Initially refer onsite mental health professionals to any individual who is inconsolable to the extent of not following direction, and only as a last resort detain the individual and remove them to an isolated area within the FAC.

☐ Incident Actions – Security Outside of the FAC:

- Alert local law enforcement to FAC activation and missing persons operations (if County/other law enforcement resources are utilized).
- Prescreen individuals as they approach the perimeter entrance of the FAC (e.g., driveway). Media personnel will be directed to the media center.
- Establish and enforce FAC perimeter security.
- Request parking spaces around FAC.

- Ensure that only official vehicles assigned to personnel at the FAC, as well as autos operated by clients are granted access to the restricted area.
- Expedite vehicular traffic outside restricted areas.
- Request after hours patrol of FAC site.
- Post appropriate "No Illegal Weapons Allowed on Site" signage per PC 12020(a)(1) and "All persons entering this facility are subject to search".
- Immediately address any potential threats to FAC operations and the safety of those located therein to include:
  - Civil Disturbance
  - Emotionally Distraught Person
  - Explosive Device, Bomb Threat
  - Hostage Incident
- Sniper Incident
- Special Event
- Suspicious Package

☐ Develop and maintain a strategy to replenish and provide breaks for subordinate personnel

DEMOBILIZATION

☐ Collect all documentation from staff. Turn this documentation into the Security Branch Director.

☐ Turn in FAC issued radio.

SITE SECURITY UNIT STAFF

Mission: The Site Security Unit addresses security both internal and external to the FAC, to crowd control and media concerns.

ACTIVATION

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive assignment, reporting location/station, reporting time, and any special instructions. Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of your Unit.
- ☐ At the conclusion of Just-in-Time Training, review position checklist(s), familiarize yourself with the layout of your area, and review any key processes or documentation that may be helpful in accomplishing your mission.
- ☐ Familiarize yourself with the location of key resources, to include the FAC Plan.
- ☐ As directed by your supervisor, collaborate with Security Unit Director and Badging Unit Supervisor (if applicable) to develop Security Plan for both the interior and exterior of the FAC site. This should include:
  - Interior Security:
    - Fixed Security Posts
    - Roving Patrols
    - Dismissing Unauthorized Persons as Necessary
  - Exterior Security:
    - Perimeter Security
    - Traffic Control
    - Initial Screening Security
    - Roving Patrols
- ☐ Request additional resources as needed through your supervisor.

OPERATION

- ☐ Incident Actions – Security Inside of the FAC:

- Prevent unauthorized access to all FAC building ingress/egress points.
- All authorized persons seeking admittance into the FAC are subject to a cursory illegal weapons search by law enforcement personnel.
- A portable metal or weapons detector may be used in addition to or in lieu of the law enforcement personnel cursory illegal weapons search. All sworn law enforcement officers are exempt from the no illegal weapons policy of the FAC.

  Ensure that only authorized persons are allowed admittance to the restricted area – law enforcement, Information Branch personnel, and escorted clients. Law enforcement shall provide perimeter security to prevent access of unauthorized persons.
- Ensure that individuals picking-up children from care facility are the legal guardians or authorized client representative.
- Provide security presence to all Client Briefings.
- If media is present, ensure that press members are kept in appointed areas and are allowed to interview authorities or clients (if willing) only when appropriate.
- Escort non-badged personnel who are authorized to temporarily be on-site at the FAC (i.e. vendor, maintenance or delivery personnel).
- Immediately address any potential threats to FAC operations and the safety of those located therein to include:
  - Civil Disturbance
  - Emotionally Distraught Person
  - Explosive Device, Bomb Threat
  - Hostage Incident
  - Sniper Incident
  - Special Event
  - Suspicious Package

☐ Initially refer onsite mental health professionals to any individual that is inconsolable to the extent of not following direction, and only as a last resort detain the individual and remove them to an isolated area within the FAC.

☐ Incident Actions – Security Outside of the FAC:

- Alert local law enforcement to FAC activation and missing persons operations (if County/other law enforcement resources are utilized).
- Prescreen individuals as they approach the perimeter entrance of the FAC (e.g., driveway). Media personnel will be directed to the media center.
- Establish and enforce FAC perimeter security.
- Request parking spaces around FAC.
- Ensure that only official vehicles assigned to personnel at the FAC, as well as autos operated by clients are granted access to the restricted area.

- Expedite vehicular traffic outside restricted areas.
- Request after hours patrol of FAC site.
- Post appropriate “No Weapons Allowed on Site” signage per PC 12020(a)(1) and “All persons entering this facility are subject to search”.
- Immediately address any potential threats to FAC operations and the safety of those located therein to include:
  - Civil Disturbance
  - Emotionally Distraught Person
  - Explosive Device, Bomb Threat
  - Hostage Incident
  - Sniper Incident
  - Special Event
  - Suspicious Package

☐ Develop and maintain a strategy to replenish and provide breaks for subordinate personnel

DEMOBILIZATION

☐ Submit all documentation to your supervisor.

SITE SAFETY OFFICER

Mission: The mission of the Site Safety Officer is to ensure the safety of the facility, staff and clients in the FAC. The Site Safety Officer reports to the Security Unit Chief.

PRE-ACTIVATION

- ☐ Ensure that staff have a clear understanding of the incident objectives, their role, and the flow of operations.
- ☐ Review the FAC base plan and familiarize yourself with the type of information available in the appendices.
- ☐ Receive an initial briefing that may include the following:
  - Review of completed ICS 201 form
  - A brief synopsis of the incident
  - Priorities and objectives
  - Code of Conduct
  - Logistics and layout
  - A brief synopsis of the services provided at the FAC, to include disability services: emphasize the quality care of clients
  - Staffing organization and work tasks
  - The date, time and location that the FAC will be activated
  - Resources available for maintaining situational awareness.
- ☐ If the site is being activated in response to an earthquake, ensure that a qualified structural engineer inspects the FAC facility prior to FAC activation.
- ☐ Coordinate with the Just-in-Time Trainer to ensure that appropriate safety information is provided.

ACTIVATION

- ☐ (If available) Upon arrival at the FAC site, check in with the Reception Unit. Receive your assignment, materials, radio, reporting location/station, reporting time, and any special instructions. As time permits, review the layout of the FAC.
- ☐ Obtain and don appropriate (a) badge, if provided by FAC staff, and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review your position checklist to determine and prioritize duties.
- ☐ Receive briefing from the FAC Branch Director as well as Security Unit Chief regarding the

expectations, goals and objectives.

- ☐ Conduct site inspection:
  - Inspect all cabling, wiring, and installed electrical devices.
  - Inspect all workstations and common areas for danger from falling objects in the event of an earthquake.
  - Inspect for the presence of dangerous/hazardous chemicals or other materials.
  - Ensure that fire detection/suppression/warning systems are operable.
  - Inspect for trip-and-fall hazards.
- ☐ Prepare FAC evacuation plan. Identify evacuation routes and ensure that evacuation routes are clearly marked. Identify an assembly site in a safe location. Coordinate with the Disabilities and AFN Unit to establish procedures for evacuation of persons with disabilities.
- ☐ Identify a first aid area for injuries. Identify fire/EMS entrance/exit routes in coordination with law enforcement and Site Security Unit.
- ☐ In conjunction with Logistics and the Public Health Unit, prepare a Medical Plan for the FAC (ICS Form 206).
- ☐ In coordination with the appropriate building and safety authority, inspect all installed power and cabling infrastructure. Test all systems and equipment to ensure they are fully operational.
- ☐ Ensure that any unsafe conditions identified are remediated.
- ☐ Advise FAC Branch Director when FAC is safe for occupancy/operation.
- ☐ Request additional resources as needed.

OPERATION

- ☐ Review the Incident Action Plan for safety implications.
- ☐ Continuously monitor conditions in the FAC to ensure a safe environment.
- ☐ Conduct periodic “walk-through” inspections of public areas and workstations to ensure a continued safe environment.
- ☐ Immediately advise the FAC Branch Director and Security Unit Chief of any unsafe or potentially unsafe conditions that arise. Coordinate the remediation of any unsafe or potentially unsafe conditions.
- ☐ Attend Command/Section Chief planning meetings.
- ☐ Attend Client Briefings.
- ☐ Monitor FAC activities to ensure that all activities are conducted in a safe manner and that appropriate practices and procedures are adhered to.

- ☐ Ensure that staff wear the appropriate protective equipment.
- ☐ Serve as point of contact for law enforcement and fire/EMS regarding safety and security issues.
- ☐ Maintain Unit/Activity Log (ICS Form 214).
- ☐ Brief incoming FAC Safety Officer at shift change and jointly conduct facility walk through safety inspection

DEMOBILIZATION

- ☐ Review the Demobilization Plan for safety implications.
- ☐ Monitor the demobilization process to ensure safe practices, including:
  - Disconnection and removal of electrical devices.
  - Disconnection and removal of any temporary wiring or cabling installed to support the operation of the FAC.
  - Removal of any heavy equipment or supplies.
  - Removal/disposal of any medical waste or other hazardous material from the site.
- ☐ Ensure that equipment and unused supplies are returned to the Logistics Section.
- ☐ Arrange for return of any agency-owned equipment (computers, etc.).
- ☐ Collect activity logs of your subordinates and complete your own. Turn in all activity logs (ICS Form 214) to the Documentation Unit.
- ☐ Sign out at the personnel check-out station.

LOGISTICS SECTION CHIEF

The mission of the FAC Logistics Section Chief is to meet all service and logistical needs for the FAC, including ordering resources through appropriate procurement authorities; and manage information technology resources

PRE-ACTIVATION

- ☐ Working with FAC Command Staff, determine the number of staff anticipated to be assigned to the FAC for the first Operational Period. Ensure the set-up of the FAC based on the guidance prescribed in the Monterey County Operational Area FAC Plan.
- ☐ Coordinate with staff and the facility liaison to ensure that the FAC facility is in compliance with ADA regulations.
- ☐ Review position checklists for subordinate positions. Brief subordinate staff and make task/job assignments by initiating the following:
  - Appoint a Resources Branch Director, Ordering Branch Director as necessary
  - Coordinate with each branch director to support the development of a strategy to carry out the mission of their branch/unit.
- ☐ Ensure that staff have a clear understanding of the incident objectives, their role, and the flow of operations.
- ☐ Review the FAC base plan and familiarize yourself with the type of information available in the appendices.
- ☐ Conduct an initial briefing with staff that may include the following:
  - Review of completed ICS 201 form
  - A brief synopsis of the incident
  - Priorities and objectives
  - Code of Conduct
  - Logistics and layout
  - A brief synopsis of the services provided at the FAC, to include disability and AFN services: emphasize the quality care of clients
  - Staffing organization and work tasks
  - The date, time and location that the FAC will be activated
  - Resources available for maintaining situational awareness (
- ☐ Ensure that staffing is adequate per **Appendix V:** Staffing Guidelines.
- ☐ Establish contact with a representative of the host facility to coordinate FAC activation/operation, obtain keys, arrange for utilities as required, bathroom & cleaning supplies, etc.

- ☐ Working with the FAC Command Staff and/Logistics Section personnel, develop the physical layout of the FAC and prepare a facility diagram showing location of all FAC units and workstations.
- ☐ Estimate the resource types and quantities required for initial FAC activation.
- ☐ From own resources or through vendors, arrange for the procurement, delivery and installation of resources required for initial FAC activation, and for the initial Operational Period.
- ☐ If required, arrange for augmentation of the host facility infrastructure.
- ☐ Oversee FAC set-up. Test all equipment and systems in ensure operability.
- ☐ Advise FAC Branch Director when FAC is ready for activation

ACTIVATION

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive your assignment, materials, radio, reporting location/station, reporting time, and any special instructions. As time permits, review the layout of the FAC.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of the branches that report to you:
  - Resources Branch
  - Ordering Branch
- ☐ At the conclusion of Just-in-Time Training, review your position checklist to determine and prioritize duties.
- ☐ Ensure that the Resources Branch (if applicable) is prepared to provide computers or other electronic equipment; workstation telephone numbers; and briefing on web access, communications systems, passwords, and other technology-related procedures to FAC staff. Obtain equipment and supplies as necessary.
- ☐ Contact the EOC Logistics Section Chief.
- ☐ Submit resource requests to Family Assistance Branch Director for approval. Facilitate the completion of approved resource requests.
- ☐ Monitor and provide direction as needed. Coordinate with branch directors to ensure that they understand their mission and have the resources to accomplish it.
- ☐ Request additional resources as needed.

OPERATION

- ☐ Ensure that sufficient resources are available to support on-going operations.
- ☐ Provide direction and supervision to subordinate staff. Develop and communicate a meeting schedule for Logistics Section staff. Conduct meetings as outlined in the schedule
- ☐ Attend Command/Section Chief planning meetings.
- ☐ Attend Client Briefings.
- ☐ Working with Command Staff and Section Chiefs, participate in the development and revision of the Incident Action Plan.
- ☐ Monitor activities within the following branches and report current status and unusual events on a timely basis to Command Staff:
    - Resources Branch
    - Ordering Branch
- ☐ Make changes as necessary to Logistics Section organizational structure, staffing assignments, and procedures.
- ☐ Maintain Unit/Activity Log (ICS Form 214).
- ☐ Brief incoming Logistics Section Chief at shift change.

DEMOBILIZATION

- ☐ Participate in the demobilization meeting with Command Staff and Section Chiefs. Assist in preparation of the Demobilization Plan (ICS Form 221).
- ☐ Coordinate with ranking representative of the FAC site facility owner as necessary.
- ☐ Oversee breakdown of FAC. Arrange for disassembly, packing and transportation of all equipment and supplies to appropriate locations. Coordinate with utility providers as necessary.
- ☐ Communicate demobilization information with Logistics Section staff.
- ☐ Collect activity logs of your subordinates and complete your own. Turn in all activity logs (ICS Form 214) to the Documentation Unit.
- ☐ Sign out at the personnel check-out station. Turn in all documentation to include position checklists and evaluation forms.

PLANNING SECTION CHIEF

Mission: The mission of the Planning Section Chief is to collect, evaluate, and disseminate information about the FAC operations and the status of resources, including information needed to (1) understand the current situation; (2) predict probably course of events; and (3) prepare alternative strategies for the FAC. The Planning Section Chief reports to the Family Asssitance Branch Director.

PRE-ACTIVATION

- ☐ Review position checklists for subordinate positions. Brief subordinate staff and make task/job assignments by initiating the following:
  - Appoint a Demobilization Unit Leader, Documentation Unit Leader and Situation Status Unit Leader.
  - Coordinate with each Unit Leader to support the development of a strategy to carry out the mission of their unit.
- ☐ Ensure that staff have a clear understanding of the incident objectives, their role, and the flow of operations.
- ☐ Review the FAC base plan and familiarize yourself with the type of information available in the appendices.
- ☐ Conduct an initial briefing with staff that may include the following:
  - Review of completed ICS 201 form
  - A brief synopsis of the incident
  - Priorities and objectives
  - Code of Conduct
  - Logistics and layout
  - A brief synopsis of the services provided at the FAC, to include disability and AFN services: emphasize the quality care of clients
  - Staffing organization and work tasks
  - The date, time and location that the FAC will be activated
  - Resources available for maintaining situational awareness.
- ☐ Ensure that staffing is adequate per Appendix V: Staffing Guidelines

ACTIVATION

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive your assignment, materials, radio, reporting location/station, reporting time, and any special instructions. As time permits, review the layout of the FAC.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.

- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of the units that report to you:
  - Demobilization Unit
  - Documentation Unit
  - Situation Status Unit
- ☐ At the conclusion of Just-in-Time Training, review your position checklist to determine and prioritize duties.
- ☐ Monitor and provide direction as needed. Coordinate with units to ensure that they understand their mission and have the resources to accomplish it.
- ☐ Establish contact and communications protocols with EOC. Regularly scheduled communications should include:
  - General information sharing concerning the incident.
  - Overall Incident Management.
  - Information concerning the operational status of the FAC.

  Refer to pages 42-43 of the FAC Plan for specific guidance.
- ☐ Request additional resources as needed.
- ☐ Working with Command Staff and Section Chiefs, prepare an Incident Action Plan.

OPERATION

- ☐ Ensure that staffing is adequate per **Appendix V**: Staffing Guidelines.
- ☐ Ensure that sufficient resources are available to support on-going planning operations.
- ☐ Prepare for and facilitate Command/Section Chief planning meetings on a regular basis to communicate information concerning FAC operations, status of the recovery effort, and other information of importance. At a minimum, the following staff meetings are recommended:
  - An “all FAC staff” meeting once per operational period
  - Two command staff meetings, one near the beginning and one near the end of each operational period
  - Section and unit meetings at the discretion of the Section Chief/unit leader
  - Demobilization meeting
- ☐ Support the PIO with obtaining and preparing necessary information for the Client Briefings.
- ☐ Conduct plans and operations briefings to ensure that they are well organized, brief and to the point. Revise strategies and Incident Action Plan regularly.

- ☐ Prepare Incident Status Summary (ICS Form 209) as requested by the FAC Branch Director.
- ☐ Monitor activities within the following units and report current status and unusual events on a timely basis to Command Staff:
  - Documentations Unit
  - Demobilization Unit
  - Situation Status Unit
- ☐ Make changes as necessary to Planning Section organizational structure, staffing assignments, and procedures.
- ☐ Maintain Unit/Activity Log (ICS Form 214).
- ☐ Brief incoming Planning Section Chief at shift change.

DEMOBILIZATION

- ☐ Oversee the preparation of Demobilization Plan (ICS Form 221).
- ☐ Ensure the collection of activity logs (ICS Form 214) from all units.
- ☐ Conduct demobilization meeting with Command Staff and Section Chiefs.
- ☐ Ensure that all external stakeholders are notified of the date and time of planned deactivation.
- ☐ If applicable, notify the Facility Liaison of the date and time of deactivation, as well as the date and time that the FAC facility will no longer be needed. NOTE: Include time required for the removal of supplies and equipment and to return the facility into its original condition.
- ☐ Ensure that ongoing case management, counseling and/or a hotline number have been established if needed.
- ☐ Collect contact information from all FAC agencies that provided services.
- ☐ Provide updates regarding FAC demobilization to the telephone bank, information and referral organizations, and utilized forms of outreach and media.
- ☐ Ensure that information regarding demobilization is provided to people with disabilities or AFN.
- ☐ Conduct a final transition meeting with the FAC staff, city, County, State and Federal agencies. Inform all staff and participating agencies that counseling services are available to them upon request.
- ☐ Ensure that all deployed equipment is returned and coordinate equipment issues with the Logistics Section Chief.

Sign out at the personnel check-out station. Turn in all documentation to include position checklists and evaluation forms.

FINANCE ADMINISTRATION SECTION CHIEF

Mission: The Finance/Administration Section Chief is responsible for all administrative and financial considerations surrounding the FAC.

PRE-ACTIVATION

- ☐ Ensure that staff have a clear understanding of the incident objectives, their role, and the flow of operations.
- ☐ Review the FAC base plan and familiarize yourself with the type of information available in the appendices.
- ☐ Conduct an initial briefing with staff that may include the following:
  - Review of completed ICS 201 form
  - A brief synopsis of the incident
  - Priorities and objectives
  - Code of Conduct
  - Logistics and layout
  - A brief synopsis of the services provided at the FAC, to include disability and AFN services: emphasize the quality care of clients
  - Staffing organization and work tasks
  - The date, time and location that the FAC will be activated
  - Resources available for maintaining situational awareness

ACTIVATION

- ☐ Upon arrival at the FAC site, check in at the personnel check-in station in the reception area. Receive your assignment, materials, radio, reporting location/station, reporting time, and any special instructions. As time permits, review the layout of the FAC.
- ☐ Obtain and don appropriate (a) badge if provided by FAC staff and (b) agency identification.
- ☐ Obtain Activity Log Form 214 and begin to document activity or employ WebEOC as applicable.
- ☐ Attend Just-in-Time Training. Review position checklists for and become familiar with the mission of your Section.
- ☐ Report to your assigned workstation. Obtain briefing and job/task assignment.
- ☐ Ensure that staff are familiar with the location of key resources, to include the FAC Plan, FAC forms, etc.

- ☐ Ensure that staffing is adequate per Appendix V: Staffing Guidelines. Consider additional staffing positions such as Time Keeper.
- ☐ Report to Resources Branch to obtain computers or other electronic equipment, workstation telephone numbers, and a briefing on web access, communications systems, passwords, and other technology-related procedures to FAC staff.

OPERATION

- ☐ Brief activating entity administrative personnel on all FAC-related business management issues needing attention and follow up. Meet with assisting and cooperating agency representatives, as required.
- ☐ Attend Command/Section Chief planning meetings.
- ☐ Attend Client Briefings.
- ☐ Attend planning sessions on financial and cost analysis matters.
- ☐ Coordinate the establishment of financial (cash accounts, invoices, billings, contracts, etc.) and administrative (filing, stationary supplies, etc.) systems.
- ☐ Coordinate accounting for food, equipment, wages, accommodations, and travel for response Unit and auxiliary personnel as needed.
- ☐ Prepare financial and administrative status reports.
- ☐ Maintain Unit/Activity Log (ICS Form 214).
- ☐ Brief incoming Finance Section Chief at shift change.

DEMOBILIZATION

- ☐ Collect, organize and file finance related documentation.
- ☐ Coordinate with the Facility Liaison as necessary to arrange for billing and invoicing, if applicable.
- ☐ Sign out at the personnel check-out station. Turn in all documentation to include position checklists and evaluation forms.

ATTACHMENT 3 | FAMILY ASSISTANCE CENTER FORMS

- ICS Form 201 Incident Briefing Form
- ICS Form 213 General Message Form
- ICS Form 214 Chronology of Events Log
- ICS Form 221 Demobilization Check-Out Form
- California Department of Justice Missing Person Form (CJIS 8568)
- Form 1A Victim Information Form
- Form 1B Notification Team Form Tracker
- Form 1C Staff Registration Sheet
- Form 1D Family Host Client List
- Form 1E Reception/Registration Unit Client Registration Sheet
- Form 1F Notification Team Tracking Form
- Form 1G Tracking Form

INCIDENT BRIEFING (ICS 201)

1. Incident Name:	2. Incident Number:	3. Date/Time Initiated: Date: Time:

4. Map/Sketch (include sketch, showing the total area of operations, the incident site/area, impacted and threatened areas, overflight results, trajectories, impacted shorelines, or other graphics depicting situational status and resource assignment)**:**

5. Situation Summary and Health and Safety Briefing (for briefings or transfer of command)**:** Recognize potential incident Health and Safety Hazards and develop necessary measures (remove hazard, provide personal protective equipment, warn people of the hazard) to protect responders from those hazards.

6. Prepared by: Name: _____ Position/Title: _____ Signature: _____

ICS 201, Page 1	Date/Time: _____

INCIDENT BRIEFING (ICS 201)

1. Incident Name:	2. Incident Number:	3. Date/Time Initiated: Date: Time:

7. Current and Planned Objectives:

8. Current and Planned Actions, Strategies, and Tactics:

Time:	Actions:

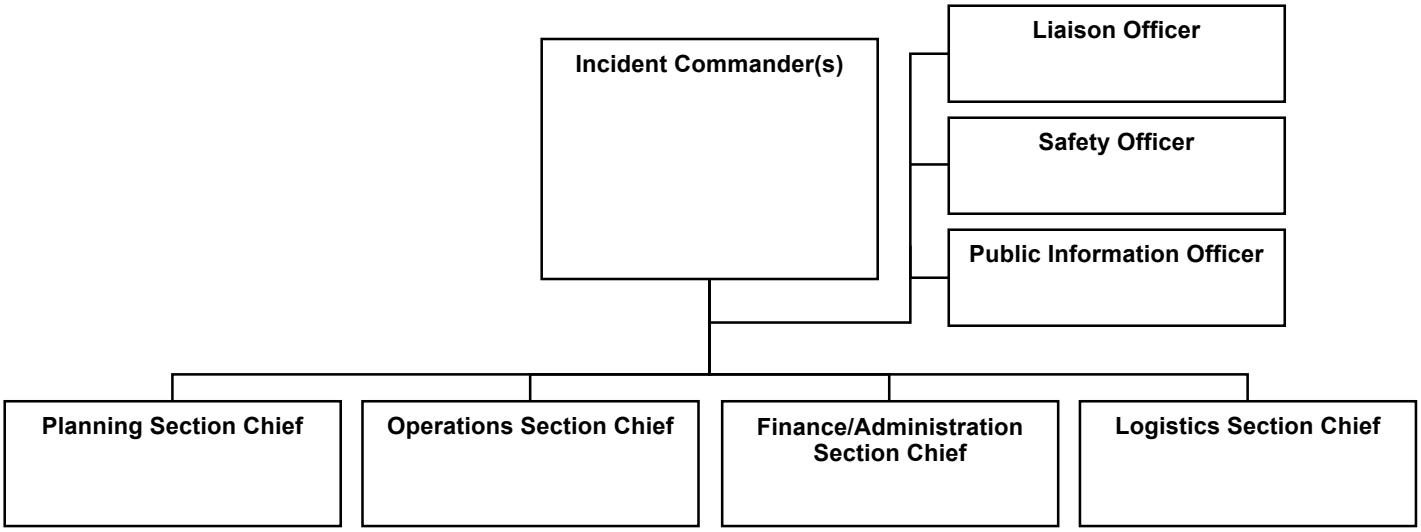
6. Prepared by: Name: _____ Position/Title: _____ Signature: _____

ICS 201, Page 2 Date/Time: _____

INCIDENT BRIEFING (ICS 201)

1. Incident Name:	2. Incident Number:	3. Date/Time Initiated: Date: Time:

9. Current Organization (fill in additional organization as appropriate)**:**



6. Prepared by: Name: _____ Position/Title: _____ Signature: _____

ICS 201, Page 3	Date/Time:

INCIDENT BRIEFING (ICS 201)

1. Incident Name:	2. Incident Number:	3. Date/Time Initiated: Date: Time:

10. Resource Summary:

Resource	Resource Identifier	Date/Time Ordered	ETA	Arrived	Notes (location/assignment/status)
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	
				☐	

6. Prepared by: Name: _____ Position/Title: _____ Signature: _____

ICS 201, Page 4 Date/Time: _____

ICS 201
Incident Briefing

Purpose. The Incident Briefing (ICS 201) provides the Incident Commander (and the Command and General Staffs) with basic information regarding the incident situation and the resources allocated to the incident. In addition to a briefing document, the ICS 201 also serves as an initial action worksheet. It serves as a permanent record of the initial response to the incident.

Preparation. The briefing form is prepared by the Incident Commander for presentation to the incoming Incident Commander along with a more detailed oral briefing.

Distribution. Ideally, the ICS 201 is duplicated and distributed before the initial briefing of the Command and General Staffs or other responders as appropriate. The "Map/Sketch" and "Current and Planned Actions, Strategies, and Tactics" sections (pages 1–2) of the briefing form are given to the Situation Unit, while the "Current Organization" and "Resource Summary" sections (pages 3–4) are given to the Resources Unit.

Notes:

- The ICS 201 can serve as part of the initial Incident Action Plan (IAP).
- If additional pages are needed for any form page, use a blank ICS 201 and repaginate as needed.

Block Number	Block Title	Instructions
1	**Incident Name**	Enter the name assigned to the incident.
2	**Incident Number**	Enter the number assigned to the incident.
3	**Date/Time Initiated** • Date, Time	Enter date initiated (month/day/year) and time initiated (using the 24-hour clock).
4	**Map/Sketch** (include sketch, showing the total area of operations, the incident site/area, impacted and threatened areas, overflight results, trajectories, impacted shorelines, or other graphics depicting situational status and resource assignment)	Show perimeter and other graphics depicting situational status, resource assignments, incident facilities, and other special information on a map/sketch or with attached maps. Utilize commonly accepted ICS map symbology. If specific geospatial reference points are needed about the incident's location or area outside the ICS organization at the incident, that information should be submitted on the Incident Status Summary (ICS 209). North should be at the top of page unless noted otherwise.
5	**Situation Summary and Health and Safety Briefing (**for briefings or transfer of command): Recognize potential incident Health and Safety Hazards and develop necessary measures (remove hazard, provide personal protective equipment, warn people of the hazard) to protect responders from those hazards.	Self-explanatory.
6	**Prepared by** • Name • Position/Title • Signature • Date/Time	Enter the name, ICS position/title, and signature of the person preparing the form. Enter date (month/day/year) and time prepared (24-hour clock).
7	**Current and Planned Objectives**	Enter the objectives used on the incident and note any specific problem areas.

Block Number	Block Title	Instructions
8	**Current and Planned Actions, Strategies, and Tactics** • Time • Actions	Enter the current and planned actions, strategies, and tactics and time they may or did occur to attain the objectives. If additional pages are needed, use a blank sheet or another ICS 201 (Page 2), and adjust page numbers accordingly.
9	**Current Organization** (fill in additional organization as appropriate) • Incident Commander(s) • Liaison Officer • Safety Officer • Public Information Officer • Planning Section Chief • Operations Section Chief • Finance/Administration Section Chief • Logistics Section Chief	• Enter on the organization chart the names of the individuals assigned to each position. • Modify the chart as necessary, and add any lines/spaces needed for Command Staff Assistants, Agency Representatives, and the organization of each of the General Staff Sections. • If Unified Command is being used, split the Incident Commander box. • Indicate agency for each of the Incident Commanders listed if Unified Command is being used.
10	**Resource Summary**	Enter the following information about the resources allocated to the incident. If additional pages are needed, use a blank sheet or another ICS 201 (Page 4), and adjust page numbers accordingly.
	• Resource	Enter the number and appropriate category, kind, or type of resource ordered.
	• Resource Identifier	Enter the relevant agency designator and/or resource designator (if any).
	• Date/Time Ordered	Enter the date (month/day/year) and time (24-hour clock) the resource was ordered.
	• ETA	Enter the estimated time of arrival (ETA) to the incident (use 24-hour clock).
	• Arrived	Enter an “X” or a checkmark upon arrival to the incident.
	• Notes (location/ assignment/status)	Enter notes such as the assigned location of the resource and/or the actual assignment and status.

GENERAL MESSAGE (ICS 213)

1. Incident Name (Optional)**:**		
2. To (Name and Position)**:**		
3. From (Name and Position)**:**		
4. Subject:	**5. Date:**	**6. Time**
7. Message:		
8. Approved by: Name: _____ Signature: _____ Position/Title: _____		
9. Reply:		
10. Replied by: Name: _____ Position/Title: _____ Signature: _____		
ICS 213	Date/Time: _____	

ICS 213
General Message

Purpose. The General Message (ICS 213) is used by the incident dispatchers to record incoming messages that cannot be orally transmitted to the intended recipients. The ICS 213 is also used by the Incident Command Post and other incident personnel to transmit messages (e.g., resource order, incident name change, other ICS coordination issues, etc.) to the Incident Communications Center for transmission via radio or telephone to the addressee. This form is used to send any message or notification to incident personnel that requires hard-copy delivery.

Preparation. The ICS 213 may be initiated by incident dispatchers and any other personnel on an incident.

Distribution. Upon completion, the ICS 213 may be delivered to the addressee and/or delivered to the Incident Communication Center for transmission.

Notes:

- The ICS 213 is a three-part form, typically using carbon paper. The sender will complete Part 1 of the form and send Parts 2 and 3 to the recipient. The recipient will complete Part 2 and return Part 3 to the sender.
- A copy of the ICS 213 should be sent to and maintained within the Documentation Unit.
- Contact information for the sender and receiver can be added for communications purposes to confirm resource orders. Refer to 213RR example (Appendix B)

Block Number	Block Title	Instructions
1	**Incident Name** (Optional)	Enter the name assigned to the incident. This block is optional.
2	**To** (Name and Position)	Enter the name and position the General Message is intended for. For all individuals, use at least the first initial and last name. For Unified Command, include agency names.
3	**From** (Name and Position)	Enter the name and position of the individual sending the General Message. For all individuals, use at least the first initial and last name. For Unified Command, include agency names.
4	**Subject**	Enter the subject of the message.
5	**Date**	Enter the date (month/day/year) of the message.
6	**Time**	Enter the time (using the 24-hour clock) of the message.
7	**Message**	Enter the content of the message. Try to be as concise as possible.
8	**Approved by** • Name • Signature • Position/Title	Enter the name, signature, and ICS position/title of the person approving the message.
9	**Reply**	The intended recipient will enter a reply to the message and return it to the originator.
10	**Replied by** • Name • Position/Title • Signature • Date/Time	Enter the name, ICS position/title, and signature of the person replying to the message. Enter date (month/day/year) and time prepared (24-hour clock).

1. Incident Name	2. Period (Date/Time) From: To:	Chronology of Events Log ICS 214A-CG

3. Activity Log

TIME	Briefing	Display	209/ SITREP	EVENTS
	☐ U / R	☐	☐	
	☐ U / R	☐	☐	
	☐ U / R	☐	☐	
	☐ U / R	☐	☐	
	☐ U / R	☐	☐	
	☐ U / R	☐	☐	
	☐ U / R	☐	☐	
	☐ U / R	☐	☐	
	☐ U / R	☐	☐	
	☐ U / R	☐	☐	
	☐ U / R	☐	☐	
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	☐ U / R	☐	☐	
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	☐ U / R	☐	☐	
	☐ U / R	☐	☐	
	☐ U / R	☐	☐	
	☐ U / R	☐	☐	
	☐ U / R	☐	☐	

4. Prepared by: **Date/Time**

CHRONOLOGY OF EVENTS LOG (ICS FORM 214A-CG)

Purpose The Chronology of Events Log records details of unit activity, including strike team activity or individual activity that has been deemed relevant to the incident. Ensure all events are logged including when the data is received **and** when it is distributed, displayed, or briefed.

Preparation A Chronology of Events Log is initiated and maintained by the Situation Unit Leader but may also be used by Command Staff members, Division/Group Supervisors, Air Operations Groups, Strike Team/Task Force Leaders, and Unit Leaders. Completed logs are submitted to supervisors who forward them to the Documentation Unit. Use additional ICS 214A forms as necessary during an operational period.

Distribution The Documentation Unit maintains a file of all Unit Logs. All completed original forms MUST be given to the Documentation Unit.

Item #	Item Title	Instructions
1.	Incident Name	Enter the name assigned to the incident.
2.	Period	Enter the time interval for which the form applies. Record the start and end date and time.
3.	Activity Log	**Time**. Enter the time the event is logged. **Briefing U / R** – Check block if the information needs to be briefed? Circle whether it is Urgent or Routine. Urgent means immediate briefing (e.g. meets the Critical Information Reporting Criteria) and Routine means at the next briefing in the Operational Cycle or informally passed along to appropriate unit leader. **Display** – Check block if the information needs to be displayed visually. **209/SITREP** – Check block if the information needs to be distributed in a written format. **Events** –Enter the event that you are logging. If the data is relevant to the incident then it needs to be logged on the form. In addition enter any methods for confirming the validity of the data and when/how the data is confirmed. Log the actions taken with the information as well.
4.	Prepared By	Print Name and enter date (month, day, year) and time prepared (24-hour clock).

DEMOBILIZATION CHECK-OUT (ICS 221)

1. Incident Name:	2. Incident Number:	
3. Planned Release Date/Time: Date: Time:	4. Resource or Personnel Released:	5. Order Request Number:

6. Resource or Personnel:
You and your resources are in the process of being released. Resources are not released until the checked boxes below have been signed off by the appropriate overhead and the Demobilization Unit Leader (or Planning Section representative).

LOGISTICS SECTION

	Unit/Manager	Remarks	Name	Signature
☐	Supply Unit			
☐	Communications Unit			
☐	Facilities Unit			
☐	Ground Support Unit			
☐	Security Manager			
☐				

FINANCE/ADMINISTRATION SECTION

	Unit/Leader	Remarks	Name	Signature
☐	Time Unit			
☐				
☐				

OTHER SECTION/STAFF

	Unit/Other	Remarks	Name	Signature
☐				
☐				

PLANNING SECTION

	Unit/Leader	Remarks	Name	Signature
☐				
☐	Documentation Leader			
☐	Demobilization Leader			

7. Remarks:

8. Travel Information:

Estimated Time of Departure: _____

Destination: _____

Travel Method: _____

Manifest: ☐ Yes ☐ No
Number: _____

Room Overnight: ☐ Yes ☐ No

Actual Release Date/Time: _____

Estimated Time of Arrival: _____

Contact Information While Traveling: _____

Area/Agency/Region Notified:
_____

9. Reassignment Information: ☐ Yes ☐ No

Incident Name: _____

Location: _____

Incident Number: _____

Order Request Number: _____

10. Prepared by: Name: _____ Position/Title: _____ Signature: _____

ICS 221 Date/Time: _____

ICS 221
Demobilization Check-Out

Purpose. The Demobilization Check-Out (ICS 221) ensures that resources checking out of the incident have completed all appropriate incident business, and provides the Planning Section information on resources released from the incident. Demobilization is a planned process and this form assists with that planning.

Preparation. The ICS 221 is initiated by the Planning Section, or a Demobilization Unit Leader if designated. The Demobilization Unit Leader completes the top portion of the form and checks the appropriate boxes in Block 6 that may need attention after the Resources Unit Leader has given written notification that the resource is no longer needed. The individual resource will have the appropriate overhead personnel sign off on any checked box(es) in Block 6 prior to release from the incident.

Distribution. After completion, the ICS 221 is returned to the Demobilization Unit Leader or the Planning Section. All completed original forms must be given to the Documentation Unit. Personnel may request to retain a copy of the ICS 221.

Notes:

- Members are not released until form is complete when all of the items checked in Block 6 have been signed off.
- If additional pages are needed for any form page, use a blank ICS 221 and repaginate as needed.

Block Number	Block Title	Instructions
1	**Incident Name**	Enter the name assigned to the incident.
2	**Incident Number**	Enter the number assigned to the incident.
3	**Planned Release Date/Time**	Enter the date (month/day/year) and time (using the 24-hour clock) of the planned release from the incident.
4	**Resource or Personnel Released**	Enter name of the individual or resource being released.
5	**Order Request Number**	Enter order request number (or agency demobilization number) of the individual or resource being released.
6	**Resource or Personnel** You and your resources are in the process of being released. Resources are not released until the checked boxes below have been signed off by the appropriate overhead and the Demobilization Unit Leader (or Planning Section representative). • Unit/Leader/Manager/Other • Remarks • Name • Signature	Resources are not released until the checked boxes below have been signed off by the appropriate overhead. Blank boxes are provided for any additional unit requirements as needed (e.g., Safety Officer, Agency Representative, etc.).
	Logistics Section ☐ Supply Unit ☐ Communications Unit ☐ Facilities Unit ☐ Ground Support Unit ☐ Security Manager	The Demobilization Unit Leader will enter an "X" in the box to the left of those Units requiring the resource to check out. Identified Unit Leaders or other overhead are to sign the appropriate line to indicate release.

Block Number	Block Title	Instructions
6 (continued)	**Finance/Administration Section** ☐ Time Unit	The Demobilization Unit Leader will enter an "X" in the box to the left of those Units requiring the resource to check out. Identified Unit Leaders or other overhead are to sign the appropriate line to indicate release.
	Other Section/Staff ☐	The Demobilization Unit Leader will enter an "X" in the box to the left of those Units requiring the resource to check out. Identified Unit Leaders or other overhead are to sign the appropriate line to indicate release.
	Planning Section ☐ Documentation Leader ☐ Demobilization Leader	The Demobilization Unit Leader will enter an "X" in the box to the left of those Units requiring the resource to check out. Identified Unit Leaders or other overhead are to sign the appropriate line to indicate release.
7	**Remarks**	Enter any additional information pertaining to demobilization or release (e.g., transportation needed, destination, etc.). This section may also be used to indicate if a performance rating has been completed as required by the discipline or jurisdiction.
8	**Travel Information**	Enter the following travel information:
	Room Overnight	Use this section to enter whether or not the resource or personnel will be staying in a hotel overnight prior to returning home base and/or unit.
	Estimated Time of Departure	Use this section to enter the resource's or personnel's estimated time of departure (using the 24-hour clock).
	Actual Release Date/Time	Use this section to enter the resource's or personnel's actual release date (month/day/year) and time (using the 24-hour clock).
	Destination	Use this section to enter the resource's or personnel's destination.
	Estimated Time of Arrival	Use this section to enter the resource's or personnel's estimated time of arrival (using the 24-hour clock) at the destination.
	Travel Method	Use this section to enter the resource's or personnel's travel method (e.g., POV, air, etc.).
	Contact Information While Traveling	Use this section to enter the resource's or personnel's contact information while traveling (e.g., cell phone, radio frequency, etc.).
	Manifest ☐ Yes ☐ No Number	Use this section to enter whether or not the resource or personnel has a manifest. If they do, indicate the manifest number.
	Area/Agency/Region Notified	Use this section to enter the area, agency, and/or region that was notified of the resource's travel. List the name (first initial and last name) of the individual notified and the date (month/day/year) he or she was notified.
9	**Reassignment Information** ☐ Yes ☐ No	Enter whether or not the resource or personnel was reassigned to another incident. If the resource or personnel was reassigned, complete the section below.
	Incident Name	Use this section to enter the name of the new incident to which the resource was reassigned.
	Incident Number	Use this section to enter the number of the new incident to which the resource was reassigned.
	Location	Use this section to enter the location (city and State) of the new incident to which the resource was reassigned.
	Order Request Number	Use this section to enter the new order request number assigned to the resource or personnel.

Block Number	Block Title	Instructions
10	**Prepared by** • Name • Position/Title • Signature • Date/Time	Enter the name, ICS position, and signature of the person preparing the form. Enter date (month/day/year) and time prepared (using the 24-hour clock).

MISSING PERSON REPORT
Pursuant to Penal Code §13519.07(d)

Print Form | Save Form | Clear Form

☐ Adult ☐ Child | Date and Time of Report: | Date and Time of Last Contact: | Report Number:

Report Type: ☐ Runaway ☐ Voluntary Missing Adult ☐ Parental/Family Abduction ☐ Dependent Adult ☐ Unknown Circumstances ☐ Stranger Abduction ☐ Suspicious Circumstances ☐ Catastrophe ☐ Lost

Category: ☐ Prior Missing ☐ Sexual Exploitation ☐ Urgent Case ☐ Silver Alert ☐ Abducted During a Crime ☐ Amber Alert ☐ At Risk ☐ Endangered Missing Advisory

Missing Person Information

Name (Last, First, Middle): | Sex: ☐ M ☐ F ☐ UNK

Alias/Moniker/Nickname: | DOB/Age: | Height: | Weight:

Eye Color: | Facial Hair: | Corrective Lenses: ☐ Glasses ☐ Contacts | Hair Color/Style:

Scars/Marks/Tattoos: | Cell Phone Number:

Residence Address, City, State, Zip Code: | Residence Phone Number:

Business Address, City, State, Zip Code: | Business Phone Number:

Race:
☐ A - Other Asian
☐ B - Black
☐ C - Chinese
☐ D - Cambodian
☐ F - Filipino
☐ G - Guamanian
☐ H - Hispanic/Latin/ Mexican
☐ I - American Indian
☐ J - Japanese
☐ K - Korean
☐ L - Laotian
☐ O - Other
☐ P - Pacific Islander
☐ S - Samoan
☐ U - Hawaiian
☐ V- Vietnamese
☐ W - White
☐ X - Unknown
☐ Z - Asian Indian

FBI Number: | Local Reference Number: | CII Number: | Social Security Number: | Driver's License/ID Number: | State:

Email Address: | Probation/Parole/Social Worker Name & Phone:

Clothing: | Social Networking Site(s) and Screen Name(s):

Alcohol, Drug, Mental Health, or Medical Condition(s): | Jewelry:

Last Known Location/Activity (Description or Address, City, State, Zip Code): | Possible Destination (Description or Address, City, State, Zip Code):

Known Associates and Lifestyle:

X-rays Available: Dental: ☐ Y ☐ N Skeletal: ☐ Y ☐ N | Visible Dental Work: ☐ Y ☐ N If yes, describe: | Dentures: ☐ Upper ☐ Full ☐ Lower ☐ Partial | Braces: ☐ Upper ☐ Lower | Dentist Name, Address, Phone Number:

Photo Available: ☐ Y ☐ N | Age in Photo: | Fingerprints: ☐ Y ☐ N | Broken Bones / Missing Organs: ☐ Y ☐ N If Yes, Describe: | Medical Provider Name, Address, Phone Number:

Vehicle Info.

Registered Owner: ☐ Missing Person ☐ Suspect Describe: | Color(s): | Make: | Model: | Body Style: | Veh. Year: | VIN:

License Number: | State/Province/Country: | Reg. Year: | Operator: ☐ Missing Person ☐ Suspect ☐ Other Describe: | Damage to Vehicle:

Boat Info.

Operator: ☐ Missing Person ☐ Suspect ☐ Other Describe: | Registered Owner: ☐ Missing Person ☐ Suspect ☐ Other Describe: | Damage to Boat:

Boat Year: | Make: | Model: | Body Style: | Color(s): | Hull Number: | State/Province/Country: | Reg. Expiration:

Suspect Info.

Name (Last, First, Middle): | Relationship to Missing: | Sex: ☐ M ☐ F ☐ UNK | Race: | DOB/Age:

Address, City, State, Zip Code: | Phone Number: | E-Mail Address:

Scars/Marks/Tattoos: | Clothing:

Reporting

Name (Last, First, Middle): | Relationship to Missing: | Sex: ☐ M ☐ F ☐ UNK | Race: | DOB/Age:

Address, City, State, Zip Code: | Phone Number: | E-Mail Address:

FCN Number: | NIC Number M

MISSING PERSON REPORT
Pursuant to Penal Code §13519.07(d)

Print Form | Save Form | Clear Form

Missing Person's Name (Last, First, Middle):	DOB/Age:	Report Number:

Narrative:

Reporting Officer:	ID/Badge #:	Date:	Investigating Agency Address and Phone Number:	Forward Copy of Report to: (per PC §14211(g)):
Approving Officer:	ID/Badge #:	Date:		Internally Route to:

Release of Information

Authorization to release photo, dental treatment notes, and skeletal x-rays per PC §14212:

I am a family member, next-of-kin, or law enforcement official investigating the disappearance of the missing person, and I hereby authorize the release of all dental or skeletal x-rays and treatment notes, photographs, physical description, and circumstances surrounding the disappearance to assist law enforcement agencies in locating the above named missing person. This information may be used by the Department of Justice for inclusion in bulletins and posters, which will be distributed throughout California and on the Internet, including the Attorney General's Web Site at http://oag.ca.gov/ and the FBI's National Dental Image Repository, to assist law enforcement agencies in locating the missing person.

☐ Yes ☐ No Initial _____

Authorization to release information to the National Missing and Unidentified Person System per PC §14209:

I am a family member, next-of-kin, or law enforcement official investigating the disappearance of the missing person and I hereby authorize the release of all dental or skeletal x-rays, photographs, physical description, and circumstances surrounding the disappearance to the National Missing and Unidentified Person System (NamUs) at http://namus.gov/.

☐ Yes ☐ No Initial _____

Authorization to refer missing juveniles who are the victims of sexual exploitation/human trafficking to victim advocacy groups and resources:

I am the parent or legal guardian of a missing juvenile believed to be the victim of sexual exploitation/human trafficking. I hereby authorize the law enforcement official investigating the disappearance, the power/right to refer the above named missing juvenile to the victim advocacy group(s) and/or resource of their choice.

☐ Yes ☐ No Initial _____

Name:	Signature:	Date:

Relationship to Missing Person:	Address:	City:	State:	Zip Code:	Phone Number:

Per Penal Code §14212, submit photographs, dental/skeletal x-rays, dental treatment notes, and fingerprints for entry into the Missing Person System at:
Department of Justice Missing & Unidentified Persons Section, P.O. Box 903387, Sacramento, CA 94203-3870, or via email at: Missing.Persons@doj.ca.gov. For questions, please call the MUPS at (916) 210-3119.

MISSING PERSON REPORT
Pursuant to Penal Code §13519.07(d)

Print Form Save Form Clear Form

Privacy Notice
As Required by Civil Code § 1798.17

Collection and Use of Personal Information. The California Justice Information Services (CJIS) Division in the Department of Justice (DOJ) collects the information requested on this form as authorized by Penal Code sections 13519.07(d) and 14206. The CJIS Division uses this information to collect physical and medical reports on missing persons in order to assist law enforcement agencies (LEAs) in locating the missing person. In addition, any personal information collected by state agencies is subject to the limitations in the Information Practices Act and state policy. The DOJ's general privacy policy is available at **http://oag.ca.gov/privacy-policy**.

Providing Personal Information. Providing any personal information is voluntary.

Access to Your Information. You may review the records maintained by the CJIS Division in the DOJ that contain your personal information, as permitted by the Information Practices Act. See below for contact information.

Possible Disclosure of Personal Information. In order to assist LEAs in locating the missing person, we may need to share the information you give us with the Federal Bureau of Investigation's National Dental Image Repository and the public for inclusion in bulletins and posters to be distributed throughout California, nationally, the Internet, and the Attorney General's Web Site at **http://oag.ca.gov**.

The information you provide may also be disclosed in the following circumstances:

- With other persons or agencies where necessary to perform their legal duties, and their use of your information is compatible and complies with state law, such as for investigations or for licensing, certification, or regulatory purposes;
- To another government agency as required by state or federal law.

Contact Information. For questions about this notice or access to your records, you may contact the program manager in the DOJ's Missing Persons Section by phone at (916) 210-3119, by email at **missing.persons@doj.ca.gov**, or by mail at:

California Department of Justice
Missing Persons Section
P.O. Box 903387
Sacramento, CA 94203

Form 1A

*** Do not provide this for to clients. To be completed by Family Hosts**

For FRC/FAC use Only FRC/FAC #	Monterey County Operational Area **VICTIM INFORMATION FORM**	For FRC/FAC Personnel Only Triage #
Completed By:	Event:	Date

Initial Information: ☐	Update Information: ☐		**STATUS**
Victim Name:			Deceased: ☐ Physical Injury: ☐ Present/Not Physically Injured: ☐ Outreach Only (unknown Status): ☐ Services Requested Only: ☐
Gender:	DOB:	Minor: ☐	
E-Mail			
Cell Phone:			
Alternate Phone:			**LOCATION OF VICTIM**
Address:			During Event:
City:			Current:
State/ZIP/Country:			Permission to release info to elected officials: ☐ Yes ☐ No

NEXT OF KIN

Primary Legal NOK Name:		Secondary Legal NOK Name:	
Gender	DOB:	Gender:	DOB:
Relationship to Victim:		Relationship to Victim:	
Email		Email	
Cell Phone:		Cell Phone:	
Alternate Phone:		Alternate Phone:	
Address:		Address:	
Current Location:		Current Location:	

NEEDS ASSESSMENT / RESOURCE REFERRAL

Date Svc Provided	Date Svc Provided	Date Svc Provided
☐ Financial	☐ Misc. Benefit Information	☐ Safety/Security Referral
☐ Lodging	☐ Funeral Services	☐ Senior Citizens Referral
☐ Air Travel	☐ Ground Transportation	☐ Translation / Interpretation Services
☐ Repatriation	☐ Spiritual Care Referral	☐ Health Insurance Advocacy
☐ Child Care	☐ Counseling Referral	☐ Workers Compensation
☐ Consular Services	☐ Legal Assistance Referral	☐ Medical Care Asst. / Medical Transport
☐ Case Updates	☐ Personal Affects	☐ Other (Describe) :
☐ Crime Victim's Compensation	☐ Identification Documents	☐ Other (Describe):
☐ Other (Describe) :	☐ Other (Describe) :	☐ Other (Describe) :
☐ Other (Describe) :	☐ Other (Describe) :	☐ Other (Describe) :

Form 1B

*** Do not provide this for to clients. To be completed by Family Hosts**

For FRC/FAC use Only FRC/FAC #	Monterey County Operational Area **Family Assistance Forms** **Notification Team Form Tracker**		For FRC/FAC Personnel Only Triage # NCIC #
Victim Last Name	Victim First Name	Victim Middle Name	Host Name

Name of family member completing forms:

1A	Family Host Group Forms Tracker	☐ Yes ☐ No	Comment
2A	Missing Peron Personal Information	☐ Yes ☐ No	
3A	Medical History	☐ Yes ☐ No	
4A	Physical Characteristics	☐ Yes ☐ No	
5A	Clothing	☐ Yes ☐ No	
6A	Jewelry	☐ Yes ☐ No	

Additional Comments:

_____

_____

_____

_____

_____

Date Received from Notification Team:

Time Received from Notification Team:

Received by (Name):

Name of Notification Team Interviewer, if applicable:

Checked by Hospital Admission Team	Time:	Date:
Checked by Decedent Status Team	Time:	Date:
Checked by Missing Person Team	Time:	Date:

Form 1C

Staff Registration Form

						Fields completed by Registration Staff			Fields Completed by Logistics Staff		
#	Staff Last Name	Staff First Name	Agency / Organization	Agency / Organization Role	Role at FRC/FAC	Arrival Time	Badge & Wristband #	Departure Time	Radio #	Returned Radio (y/n)	Accommodation Required (if so, list)
0	*Sample*	*John*	*Monterey Sample Agency*	*Commander*	*Notification Team*	*09:15 hrs*	*12*	*03:45 hrs*	*SPD0945*	*Y*	*No*
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Name of person completing form: _____ FRC/FAC Position: _____

Note: Any requests for disability support services should eb logged and relayed to the appropriate team.

Form 1D

Family Host Client List

#	Primary Family Contact (Last, First)	List the Primary Family Contact's Telephone Number	Other Family Members Present (Last, First)	Victim Name (Last, First)	Accommodation Required	Services Requested
1		Tel #1: Tel #2:				Type of service: Date/Time Requested Date/Time Provided:
2		Tel #1: Tel #2:				Type of service: Date/Time Requested Date/Time Provided:
3		Tel #1: Tel #2:				Type of service: Date/Time Requested Date/Time Provided:
4		Tel #1: Tel #2:				Type of service: Date/Time Requested Date/Time Provided:
5		Tel #1: Tel #2:				Type of service: Date/Time Requested Date/Time Provided:
6		Tel #1: Tel #2:				Type of service: Date/Time Requested Date/Time Provided:

The Client List should be completed by the Family Host

Form 1E

Reception/Registration Unit Client Registration Sheet

#	Client Last Name	Client First Name	Gvt. ID	Missing Person Last Name	Missing Person First Name	Arrival Time	Departure Time	Family Already in FRC/FAC	Does anyone in your family Require Accommodations?	Did you Witness the Incident or Do You Have Information?	Assigned Family Host
0	*Sample*	*Jyl*	*CA DL N7804334*	*Green*	*Sonia*	*09:15 hrs*	*14:40 hrs*	*Yes*	*Wheelchair*	*No*	*Bill Smith*
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Name of person completing form: _____ FRC/FAC Position: _____

Any requests for support services (e.g., social services, mental health, spiritual care, public health victim services, or recovery services) should be logged and relayed to Family Host Staff for resolution. Any requests for disability support services should eb logged and relayed to the appropriate team.

Form 1F

Notification Team Tracking Form

#	Date	Victim Name (Last, First)	Name of Family Contact at FRC/FAC	Family Host	Victim Medical Information	Victim Status
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

The Notification Team Tracking Form should be completed by the Notification Team Supervisor or designee

Form 1G

Tracking Form

#	Date	Victim Name (Last, First)	Name of Family Contact at FRC/FAC	Family Host	Victim Medical Information	Victim Status
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

The Tracking Form is for optional use by teams that desire to track victims/assistance provided on their own.

MONTEREY COUNTY OPERATIONAL AREA

Emergency Operations Plan (EOP)

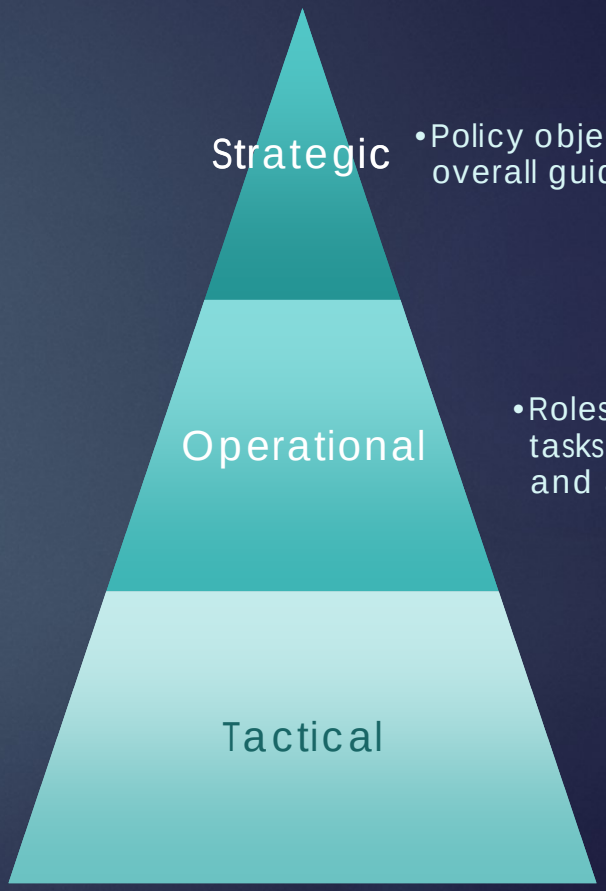
ANNEX: Family Assistance Center Plan

AGENDA

- Planning Principles
- Emergency Operations Plan (EOP)
- Annex | Family Assistance Plan
- Questions and Comments

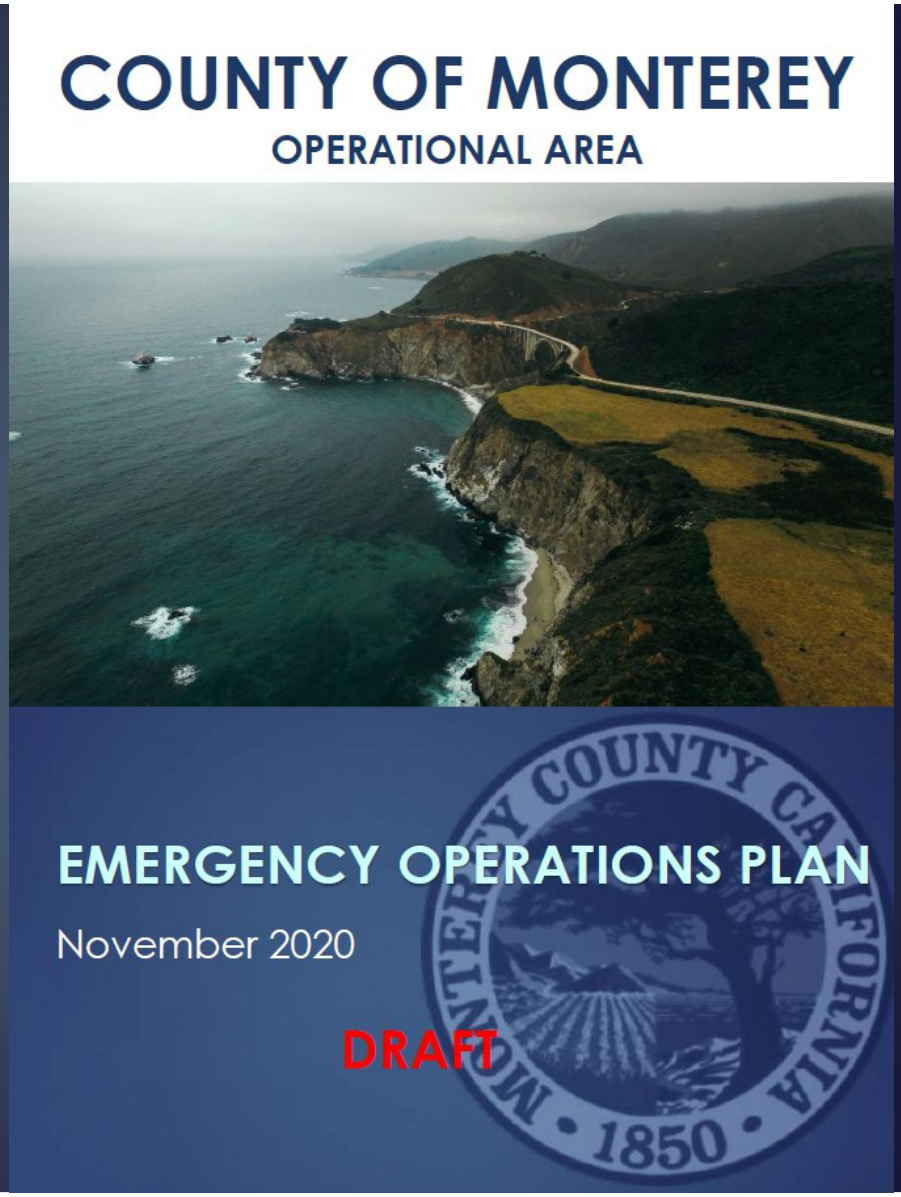
PLANNING PRINCIPLES

- Fundamentally a process to manage risk.
- Planning must be community-based, representing the whole population and its needs.
- Logical and analytical problem-solving process.
- Considers all hazards and threats.
- Flexible enough to address both traditional and catastrophic incidents.
- Identify the mission and supporting goals.
- Depicts the anticipated environment for action.
- Identifies tasks, allocates resources to accomplish those tasks, and establishes accountability.
- Recommend to those with operational responsibilities what to do and why to do it, and they instruct those outside the jurisdiction in how to provide support and what to expect.



- Policy objectives and overall guidance
- Roles, responsibilities, tasks, integration, and actions
- Personnel, equipment and resource management

EMERGENCY OPERATIONS PLAN (EOP)



COUNTY OF MONTEREY

OFFICE OF EMERGENCY SERVICES
Paul Ireland
Emergency Services Manager
1322 Natividad Rd.
Salinas, CA 93906
(831) 796-1900

Emergency Operations Plan

DRAFT

Part I

THE BASIC PLAN

Office of Emergency Services

Monterey County Operational Area
(MoCo Op Area EOP)
Part 1

October 2007

MONTEREY COUNTY EMERGENCY OPERATIONS PLAN

Office of Emergency Services
County of Monterey

March 1, 2014

OVERVIEW

- Government-level approach to emergency operations.
- Operational response functions.
- How to fulfill its mission of providing resources to satisfy unmet needs.
- Identifies the departments and agencies designated to perform response and recovery activities.
- Specifies tasks that must be accomplished.
- Outlines the integration of disaster assistance that is available to local jurisdictions beyond what the local jurisdiction can satisfy.
- Specifies the direction, control, and communications procedures and systems that will be relied upon to alert, notify, recall, and dispatch emergency response personnel.
- Provides coordinating instructions and provisions for implementing MAAs.
- Describes the logistical support for planned operations.

Traditional EOP Format

Basic Plan

Functional Annexes

Hazard, Threat, or Incident Specific Annexes

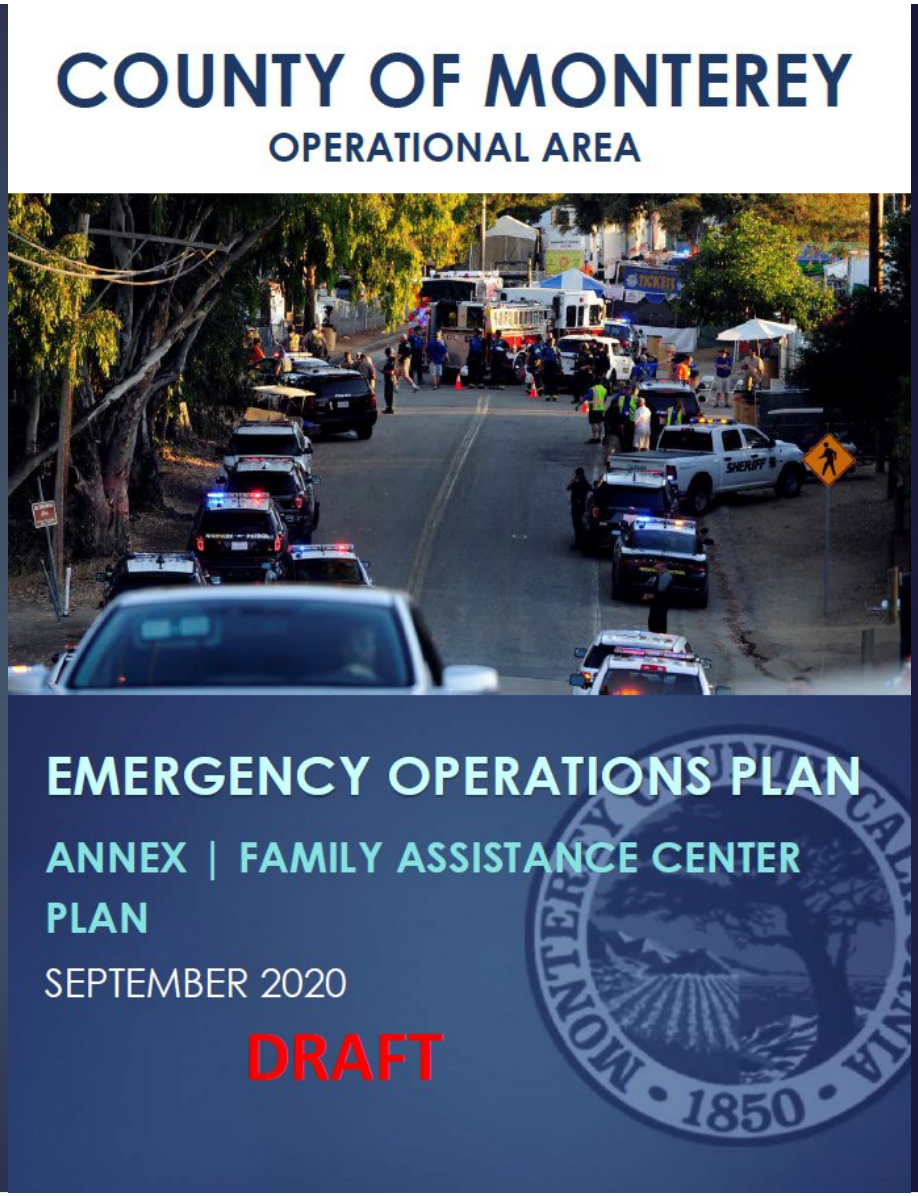
WHAT'S NEW?

- Reorganized.
- Greater emphasis on Communication and Public Information.
- Greater emphasis on coordination with local and county partners.
- Standardized and uniformed best practices.

- New OES Historical Events Timeline.
- Added Whole Community principles.
- Inclusion of Access and Functional Needs throughout.
- Integration and alignment of BOS Strategic Initiatives with goals and priorities of emergency operations.
- Added Assumptions.
- More in-depth Situation Overview.
- Mutually reinforcing hazard assessment in alignment with the Hazard Mitigation Plan.
- Expanded list of threats and hazards.
- Updated list of historical disasters.
- Inclusion of Core Capabilities outlined by the National Preparedness Goals and National Response Priorities of FEMA – a standard expected of emergency management.
- New chapter focused on agency responsibilities.

- Activation Levels modified per State change in CA Emergency Services Act.
- Updated EOC Organization Chart.
- New chapter focused on Control and Coordination.
- New Coordination Call Template and Standard.
- Inclusion of MHOAC Responsibilities.
- New chapter focused on Communication and Public Information; Emphasis on monitoring the operational area and alert and warning.
- Inclusion of human resources in emergencies.
- Updated Authorities and References.
- Self review of FEMA EOP Review Crosswalk.
- Inclusion of Monterey County Code of Ordinances.
- New Situation Report Template (A best practice implemented at the start of the pandemic).
- OA Coordination Call Template (A best practice implemented in 2019).
- New After Action Report Template.

ANNEX N | FAMILY ASSISTANCE CENTER PLAN



OVERVIEW

- Outlines County's response for reunification and assistance to individuals & families after a disaster
- Forms of Response:
  - Family Assistance Centers
  - Local Assistance Centers
  - Virtual Assistance
- Plan was approved by the Disaster Council in November 2020.

- Reunification and Information
- Human and Support Services
- Disaster Recovery Assistance

- Family Assistance Center (FAC)
- Local Assistance Center (LAC)
- Virtual Operations
- Federal, State, County, Local, NGO Participation and Staffing.

CONCEPT OF OPERATIONS

Family Assistance Center

Timeframe: Immediate aftermath and response

Services:

- Reunification
- Notifications
- Information and Investigations
- Counseling
- Spiritual Needs
- Mental Health Needs

Examples:

- Active Shooters
- Earthquakes

Local Assistance Center

Timeframe: Longer term response to a disaster

Services:

- Information
- Counseling Resources
- Recovery Services

Examples:

- Wildfires
- Floods

Virtual Assistance Center

For those that can't access a family or local assistance center.

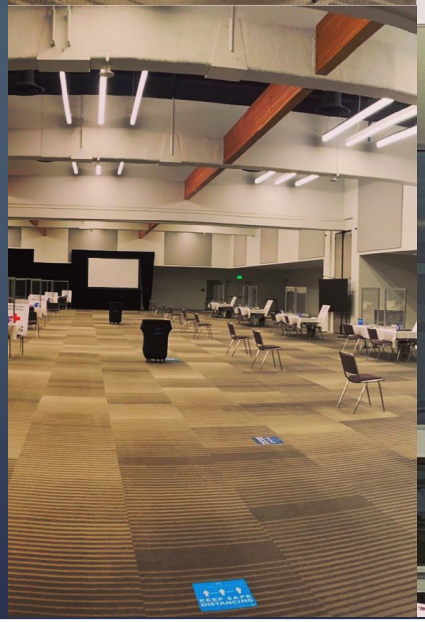
Services:

- Information
- Resources
- Plans and Maps

- 24/7 presence
- Continuing the "One Stop Shop"
- On going recovery needs
- Maintained by OES / PIO

2020 FIRES

- INCIDENT: Three fires involving thousands relocated in the County
- SERVICE: Local Assistance Center at Monterey Conference Center. Virtual Assistance Center stood up within hours and is still available.
- AGENCIES: 23 Federal, State, County and Non-Profit agencies responded
- HOURS: Open 14 days (8/30-9/12)
- IMPACT: 259 families served



MONTEREY COUNTY CALIFORNIA
1850

Monterey County
Board of Supervisors

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

Board Order

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

Resolution No.: 21-020
Approving the November 2020 revision of the County of Monterey Emergency Operations Plan and September 2020 Plan Annex N - Family Assistance Plan in accordance with Chapter 2.68.080 and 2.68.0404 of the County Code.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: RES 21-013
Agenda Item No.: 20

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

Julian Lorenzana, Deputy

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

Resolution No.: 21-020

Resolution adopting the November 2020 revision to the County of Monterey Emergency Operations Plan and September2020 Annex N - Family Assistance Plan in accordance with Chapter 2.68.080 and 2.68.040 of the County Code…….)

WHEREAS, Section 2.68.080 of the County Code prescribes the purpose and process for adopting and maintaining an Emergency Operations Plan for the County of Monterey; and

WHEREAS, an Emergency Operations Plan is a key component of an emergency operations program, establishing the overall authority, roles and functions performed during response to major emergencies/disasters. It also sets forth those overall authorities, roles and functions for disaster preparedness, recovery and mitigation phases of emergency management when carried out in conjunction with responding to a disaster. The County's March 2014 edition of the Emergency Operations Plan needed a revision to maintain compliance with California's Standard Emergency Management System (SEMS) and the National Incident Management System (NIMS); and

WHEREAS, the Adoption of Annex N – Family Assistance Plan is a significant milestone in the County of Monterey's extensive efforts to create a more resilient Monterey County by prioritizing life safety, the reduction of suffering, protection of property, protection of the environment, continuity and restoration of basic services; and assurance of timely community and economic resiliency as they relate to disasters, and

WHEREAS, in accordance with Section 2.68.040 and 2.68.080 of the County Code the Emergency Operations Plan revision process included a working group consisting of stakeholders with review and comment from the Monterey County Disaster Council who is responsible to make recommendation for approval of the plan and annex to the Board of Supervisors. The revision process was carried out in accordance with FEMA's Comprehensive Planning Guide 101 Version 2.0.

NOW, THEREFORE, BE IT RESOLVED, that based on the recommendation from the Monterey County Disaster Council the Board of Supervisors does hereby approve November 2020 revision of the County of Monterey Emergency Operations Plan and September 2020, plan Annex – Family Assitance.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 29, 2021
File ID: RES 21-013
Agenda Item No.: 20

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

Julian Lorenzana, Deputy

Monterey County

Board Report

Legistar File Number: 21-073

Item No.21

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

January 26, 2021

Introduced: 1/20/2021

Current Status: Passed - County Administrative Office

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
Board of Supervisors

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

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Wendy Root Askew to:

Send a letter to the State requesting additional COVID vaccinations be sent to Monterey County; the letter shall request the State send clear data/information back to the community when it is disseminated as to not cause any ambiguities and or confusion.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: 21-073
Agenda Item No.: 21

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

Julian Lorenzana, Deputy

Monterey County

Item No.22

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

Board Report

Legistar File Number: 21-062

January 26, 2021

Introduced: 1/15/2021

Current Status: Passed - Intergovernmental & Legislative Affairs Office

Version: 1

Matter Type: General Agenda Item

Consider recommendations from the Legislative Committee to:
a. Adopt the 2021-2022 Legislative Program;
b. Adopt policies governing legislative activities;
c. Adopt the 2021 Strategic Grant Services Program;
d. Adopt policies governing Strategic Grant Services Program activities;
e. Receive an annual report from Ballard Spahr LLP, the County's federal legislative advocate;
f. Receive an annual report from Nossaman LLP, the County's state legislative advocate; and
g. Receive an annual report from Nossaman LLP, the County's grant consultant.

RECOMMENDATION

It is recommended that the Board of Supervisors consider recommendations from the Legislative Committee to:

a. Adopt the 2021-2022 Legislative Program;
b. Adopt policies governing legislative activities;
c. Adopt the 2021 Strategic Grant Services Program;
d. Adopt policies governing Strategic Grant Services Program activities;
e. Receive an annual report from Ballard Spahr LLP, the County's federal legislative advocate;
f. Receive an annual report from Nossaman LLP, the County's state legislative advocate; and
g. Receive an annual report from Nossaman LLP, the County's grant consultant.

SUMMARY

The Legislative Committee met on January 11, 2021 and recommended that the Board of Supervisors adopt the 2021-2022 Legislative Program and policies governing legislative activities; 2021 Strategic Grant Services Program and policies governing program activities; and receive annual reports from the County's state and federal legislative advocates and grant consultant.

DISCUSSION

The County Administrative Office - Intergovernmental & Legislative Affairs (IGLA) Division is charged with the development and execution of the County's Legislative Program and Strategic Grant Services Program. Each year, IGLA staff works with the Board, County departments, and the County's state and federal legislative and funding advocates, under the direction of the Legislative Committee to craft the programs. The programs are designed to support the Board's Strategic

Initiatives, reflect the Board's interests and priorities, and work together to advocate for funding through state and federal programs which translate into local grant funding opportunities.

2021-2022 Legislative Program: The 2021-2022 Legislative Program is a two-year program which aligns with the two-year cycles of the state and federal legislatures. The program will be updated in January 2022 for the second half of the legislative session under the direction of the Legislative Committee and approval by the Board.

Monterey County maintains a long-standing and successful Legislative Program, ensuring that the interests of the County are well represented in Sacramento and Washington, D.C. The program provides the County a voice in funding and policy decision-making in the state and national capitals and ensures that County leaders are fully apprised of evolving state and federal initiatives impacting the County and its residents. Once adopted, the Legislative Program provides authority to advocate in support or defense of issues, enabling actions to be taken quickly to protect or defend the County's interests in Sacramento and Washington D.C.

The Legislative Program addresses a multitude of County priorities related to economic development, administration, health and human services, infrastructure and public safety. County policy concerns are most often centered on resources to carry out state and local service responsibilities, the authority to carry out those responsibilities in local communities, and partnerships with the state and federal governments. Major priorities in the program include: COVID-19 response and recovery; County fiscal stability; affordable housing; homelessness; closing the digital divide; healthcare reform; and resiliency in dealing with disasters.

An entirely new section has been added to the Legislative Program related to the County's COVID-19 pandemic disparate impacts legislative advocacy strategies. Since the pandemic began the County has engaged in numerous advocacy efforts to ensure that the state and federal administrations, agencies, and our legislators are aware of the unique challenges and needs facing our community. Given the pandemic's disparate toll on communities of color, in particular low-income communities, advocacy related to pandemic response and the subsequent economic recovery of the entire County is expected to dominate the County legislative agenda in 2021 and beyond.

At the January 11, 2021 meeting of the Legislative Committee there was only one section of the proposed Legislative Program that the Committee did not come to agreement upon. The issue was whether or not to include the Pure Water Monterey (PWM) project in the list of potential projects to preserve and enhance water supply (**EXHIBIT A - Page 48**). As there was not agreement, the project was not included in the program.
EXHIBIT A - DRAFT 2021-2022 Legislative Program, EXHIBIT H - *REDLINE VERSION*

Policies Governing Legislative Activities: The Board has previously adopted policies pertaining to the legislative activities of the Board, department heads, staff, the County's state and federal legislative advocates, and County advisory boards and commissions. The Legislative Committee reviewed the policies and made two substantive changes: 1) Expanded item "I. f. Representation on

State and Federal County Advocacy Organizations" to include the Rural County Representatives of California (RCRC); and 2) Expanded item "II. g. "Correspondence & Lobbying" to include "Correspondence will be sent under the signature of the Chair of the Board. Urgent correspondence will be authorized and signed by the County Administrative Officer." The Committee recommends the Board adopt the revised policies. - **EXHIBIT B.**

Legislative Program Webpage: The County Administrative Office is updating their webpages. The Legislative Program pages will be the first to go live. A link to the program webpage will be directly accessible from the main CAO webpage making it easier to locate. Additionally, from the County's home page if you type "legislative" into the search function, the first item that appears will be a link to the Legislative Program page. The Legislative Program page provides information on the Board's Legislative Program, Legislative Committee, and contacts for the program. It also provides links to:

- Legislative Program
- Legislative Committee Agendas
- Legislative Advocacy Letters: *NEW - link to County legislative advocacy letters*
- Policies Governing Legislative Activities
- Legislative Resources: *website listing for the County's federal and state elected officials, legislative research sites, and County legislative associations*
- Subscribe to Legislative Committee Meeting Notices: *NEW feature*

2021 Strategic Grant Services Program: The Strategic Grants Service Program assists in funding efforts on the County's highest priority project needs and projects which require a high-level of collaboration. Working with County departments, the program coordinates, facilitates and provides strategic expertise from the identification of grant funding opportunities through application submittal. Priority projects must align with the Board's Strategic Initiatives and Legislative Program goals and meet all grant requirements to submit a strong and competitive application.

The 2021 Strategic Grant Services Program has a limited workload capacity which is directed by the Board of Supervisors through annual adoption of the program. Following adoption, the Board's Legislative Committee provides routine program guidance and direction. IGLA staff administers the program, which receives expert advice from the County's grant consultant at Nossaman LLP.

***Work Plan*:** A result of collaboration with County departments, the work plan identifies priority projects and funding sources to guide efforts over a 12-month period. The work plan is designed to be flexible to adjust to the County's changing priorities and leaves 20% of program capacity unallocated to take advantage of new or unanticipated funding opportunities.

Grant Needs Inventory: A comprehensive inventory of County projects which require a source of grant funding developed in consultation with the Board and department heads. This all-inclusive listing guides the research of IGLA staff and the County's grant consultants.

***California Grants Portal*:** Information on the California Grants Portal has been added to the 2021

program document to aid County departments in their grant research efforts. The California State Library launched this new tool in 2020, which makes it easy to search through state grant opportunities from dozens of state departments and agencies through their website at grants.ca.gov <http://grants.ca.gov/>.

EXHIBIT C - DRAFT 2021 Strategic Grant Services Program

Policies Governing Strategic Grant Services Program Activities: The Board has previously adopted policies pertaining to Strategic Grant Services Program activities. The policies outline the roles of the Board, IGLA staff, the County's grant consultants, and County departments in the execution of the program. The Legislative Committee reviewed the policies and made two substantive changes: 1) defining that the County department applying for funding is ultimately responsible for the application; and 2) defining the responsibility of the department related to grant award announcements. The Committee recommends the Board adopt the revised policies. - **EXHIBIT D**

Annual Reports: The annual reports provided by the County's federal and state legislative advocates and grant consultant highlight activities undertaken on behalf of the County during 2020, and their oral presentations will focus on anticipated major issues or projects for 2021. Reports will be provided by:

- Brent R. Heberlee, Ballard Spahr LLP - Federal Legislative Advocate - **EXHIBIT E**
- Ashley Walker, Nossaman LLP - State Legislative Advocate - **EXHIBIT F**
- Ashley Walker, Nossaman LLP - Grant Consultant **- EXHIBIT G**

OTHER AGENCY INVOLVEMENT

The County Administrative Office - Intergovernmental & Legislative Affairs Division prepared this report. Significant contributions to the development of the programs were made by the Legislative Committee, County department heads/staff, and the County's state and federal legislative advocates and grant consultant.

FINANCING

The Legislative Program and Strategic Grant Services Programs are funded by the County Administrative Office (Department 1050) - Intergovernmental & Legislative Affairs Division (Unit 8054). Approval of the recommendations contained in this report will not result in additional General Fund contributions.

STRATEGIC INITIATIVES

The Legislative Program and Strategic Grants Services Program work to advance all categories of the Board's Strategic Initiatives.

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

Prepared by: Annette D'Adamo, Management Analyst III
Approved by: Nicholas E. Chiulos, Assistant County Administrative Officer

Date: January 14, 2021

Attachments:

- EXHIBIT A - 2021-22 Legislative Program
- EXHIBIT B - Policies Governing Legislative Activities
- EXHIBIT C - 2021 Strategic Grant Services Program
- EXHIBIT D - Policies Strategic Grant Services Program
- EXHIBIT E - 2020 Annual Report (Federal Legislative Advocacy)
- EXHIBIT F - 2020 Annual Report (State Legislative Advocacy)
- EXHIBIT G - 2020 Annual Report (Strategic Grant Services Program)
- EXHIBIT H - 2021-22 Legislative Program - REDLINE VERSION

Monterey County

Board Report

Legistar File Number: 21-062

Item No.11

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

January 26, 2021

Introduced: 1/15/2021 **Current Status:** Scheduled PM
Version: 1 **Matter Type:** General Agenda Item

Consider recommendations from the Legislative Committee to:
a. Adopt the 2021-2022 Legislative Program;
b. Adopt policies governing legislative activities;
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RECOMMENDATION

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DISCUSSION

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2021-2022 Legislative Program: The 2021-2022 Legislative Program is a two-year program which aligns with the two-year cycles of the state and federal legislatures. The program will be updated in January 2022 for the second half of the legislative session under the direction of the Legislative Committee and approval by the Board.

Monterey County maintains a long-standing and successful Legislative Program, ensuring that the interests of the County are well represented in Sacramento and Washington, D.C. The program provides the County a voice in funding and policy decision-making in the state and national capitals and ensures that County leaders are fully apprised of evolving state and federal initiatives impacting the County and its residents. Once adopted, the Legislative Program provides authority to advocate in support or defense of issues, enabling actions to be taken quickly to protect or defend the County's interests in Sacramento and Washington D.C.

The Legislative Program addresses a multitude of County priorities related to economic development, administration, health and human services, infrastructure and public safety. County policy concerns are most often centered on resources to carry out state and local service responsibilities, the authority to carry out those responsibilities in local communities, and partnerships with the state and federal governments. Major priorities in the program include: COVID-19 response and recovery; County fiscal stability; affordable housing; homelessness; closing the digital divide; healthcare reform; and resiliency in dealing with disasters.

An entirely new section has been added to the Legislative Program related to the County's COVID-19 pandemic disparate impacts legislative advocacy strategies. Since the pandemic began the County has engaged in numerous advocacy efforts to ensure that the state and federal administrations, agencies, and our legislators are aware of the unique challenges and needs facing our community. Given the pandemic's disparate toll on communities of color, in particular low-income communities, advocacy related to pandemic response and the subsequent economic recovery of the entire County is expected to dominate the County legislative agenda in 2021 and beyond.

At the January 11, 2021 meeting of the Legislative Committee there was only one section of the proposed Legislative Program that the Committee did not come to agreement upon. The issue was whether or not to include the Pure Water Monterey (PWM) project in the list of potential projects to preserve and enhance water supply (**EXHIBIT A - Page 48**). As there was not agreement, the project was not included in the program.
EXHIBIT A - DRAFT 2021-2022 Legislative Program, EXHIBIT H - *REDLINE VERSION*

Policies Governing Legislative Activities: The Board has previously adopted policies pertaining to the legislative activities of the Board, department heads, staff, the County's state and federal legislative advocates, and County advisory boards and commissions. The Legislative Committee reviewed the policies and made two substantive changes: 1) Expanded item "I. f. Representation on State and Federal County Advocacy Organizations" to include the Rural County Representatives of California (RCRC); and 2) Expanded item "II. g. "Correspondence & Lobbying" to include

"Correspondence will be sent under the signature of the Chair of the Board. Urgent correspondence will be authorized and signed by the County Administrative Officer." The Committee recommends the Board adopt the revised policies. - **EXHIBIT B.**

Legislative Program Webpage: The County Administrative Office is updating their webpages. The Legislative Program pages will be the first to go live. A link to the program webpage will be directly accessible from the main CAO webpage making it easier to locate. Additionally, from the County's home page if you type "legislative" into the search function, the first item that appears will be a link to the Legislative Program page. The Legislative Program page provides information on the Board's Legislative Program, Legislative Committee, and contacts for the program. It also provides links to:

- Legislative Program
- Legislative Committee Agendas
- Legislative Advocacy Letters: *NEW - link to County legislative advocacy letters*
- Policies Governing Legislative Activities
- Legislative Resources: *website listing for the County's federal and state elected officials, legislative research sites, and County legislative associations*
- Subscribe to Legislative Committee Meeting Notices: *NEW feature*

2021 Strategic Grant Services Program: The Strategic Grants Service Program assists in funding efforts on the County's highest priority project needs and projects which require a high-level of collaboration. Working with County departments, the program coordinates, facilitates and provides strategic expertise from the identification of grant funding opportunities through application submittal. Priority projects must align with the Board's Strategic Initiatives and Legislative Program goals and meet all grant requirements to submit a strong and competitive application.

The 2021 Strategic Grant Services Program has a limited workload capacity which is directed by the Board of Supervisors through annual adoption of the program. Following adoption, the Board's Legislative Committee provides routine program guidance and direction. IGLA staff administers the program, which receives expert advice from the County's grant consultant at Nossaman LLP.

***Work Plan*:** A result of collaboration with County departments, the work plan identifies priority projects and funding sources to guide efforts over a 12-month period. The work plan is designed to be flexible to adjust to the County's changing priorities and leaves 20% of program capacity unallocated to take advantage of new or unanticipated funding opportunities.

Grant Needs Inventory: A comprehensive inventory of County projects which require a source of grant funding developed in consultation with the Board and department heads. This all-inclusive listing guides the research of IGLA staff and the County's grant consultants.

***California Grants Portal*:** Information on the California Grants Portal has been added to the 2021 program document to aid County departments in their grant research efforts. The California State Library launched this new tool in 2020, which makes it easy to search through state grant opportunities

from dozens of state departments and agencies through their website at grants.ca.gov <http://grants.ca.gov/>.

EXHIBIT C - DRAFT 2021 Strategic Grant Services Program

Policies Governing Strategic Grant Services Program Activities: The Board has previously adopted policies pertaining to Strategic Grant Services Program activities. The policies outline the roles of the Board, IGLA staff, the County's grant consultants, and County departments in the execution of the program. The Legislative Committee reviewed the policies and made two substantive changes: 1) defining that the County department applying for funding is ultimately responsible for the application; and 2) defining the responsibility of the department related to grant award announcements. The Committee recommends the Board adopt the revised policies. - **EXHIBIT D**

Annual Reports: The annual reports provided by the County's federal and state legislative advocates and grant consultant highlight activities undertaken on behalf of the County during 2020, and their oral presentations will focus on anticipated major issues or projects for 2021. Reports will be provided by:

- Brent R. Heberlee, Ballard Spahr LLP - Federal Legislative Advocate - **EXHIBIT E**
- Ashley Walker, Nossaman LLP - State Legislative Advocate - **EXHIBIT F**
- Ashley Walker, Nossaman LLP - Grant Consultant **- EXHIBIT G**

OTHER AGENCY INVOLVEMENT

The County Administrative Office - Intergovernmental & Legislative Affairs Division prepared this report. Significant contributions to the development of the programs were made by the Legislative Committee, County department heads/staff, and the County's state and federal legislative advocates and grant consultant.

FINANCING

The Legislative Program and Strategic Grant Services Programs are funded by the County Administrative Office (Department 1050) - Intergovernmental & Legislative Affairs Division (Unit 8054). Approval of the recommendations contained in this report will not result in additional General Fund contributions.

STRATEGIC INITIATIVES

The Legislative Program and Strategic Grants Services Program work to advance all categories of the Board's Strategic Initiatives.

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

Prepared by: Annette D'Adamo, Management Analyst III

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

DocuSigned by: Nick Chiulos 1/15/2021 | 12:37 PM PS
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Date: January 14, 2021

Attachments:

- EXHIBIT A - 2021-22 Legislative Program
- EXHIBIT B - Policies Governing Legislative Activities
- EXHIBIT C - 2021 Strategic Grant Services Program
- EXHIBIT D - Policies Strategic Grant Services Program
- EXHIBIT E - 2020 Annual Report (Federal Legislative Advocacy)
- EXHIBIT F - 2020 Annual Report (State Legislative Advocacy)
- EXHIBIT G - 2020 Annual Report (Strategic Grant Services Program)
- EXHIBIT H - 2021-22 Legislative Program - REDLINE VERSION

EXHIBIT A

MONTEREY COUNTY

LEGISLATIVE PROGRAM

2021-22

Adopted by the Board of Supervisors on x/xx/21

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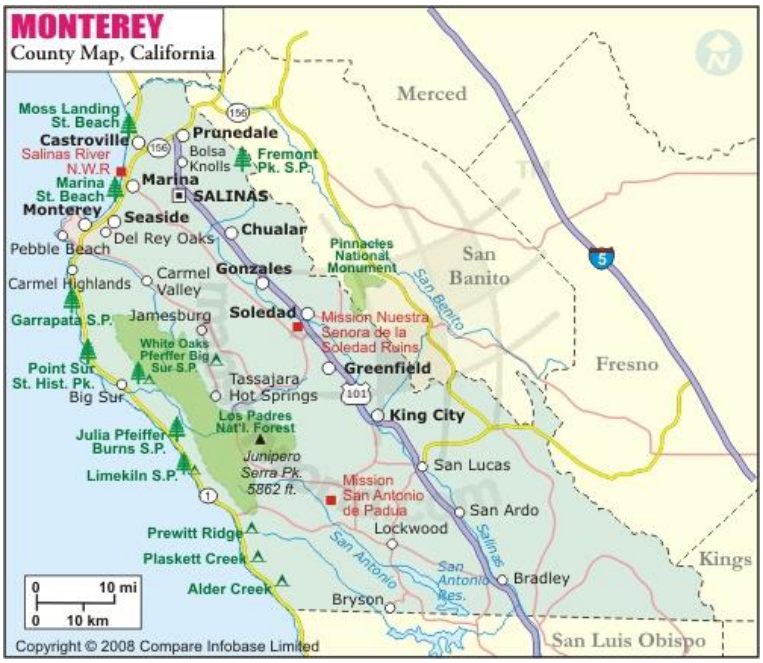
ABOUT MONTEREY COUNTY



Monterey County is located on the beautiful Pacific Coast of California, south of San Francisco and north of Los Angeles. The County is comprised of 3,771 square miles and includes 12 incorporated cities and 16 unincorporated areas. The County seat and largest municipality is Salinas.

Demographics: The California Department of Finance projects the County's population at 448,732 in 2020: 59% Hispanic, 30% White, 5% Asian, 2% Black, and 3% other. The County population is relatively young: 44% under the age of 30, 36% age 30-59, and 20% age 60+. At 21.7%, Monterey County has the highest percent of noncitizens of any California County *(2020 Census Research by the Public Policy Institute of California).* There are 210,112 registered voters in Monterey County.

Labor Force: The California Employment Development Department *(Labor Market Information Division Historical Unemployment Rate and Labor Force Data Tables 2019)* lists the County labor force at 224,100, with 6.3% unemployment (2018 annual averages). The County of Monterey is the largest employer with 5,402 employees and a $1.6 billion budget (Fiscal Year 2020-21).

Economy: Monterey County's economy is primarily based on agriculture in the Salinas Valley and tourism in the coastal regions. It is home to an extensive array of education, research and military institutions. The health care, non-profit, and government sectors are also among the County's largest economic drivers.

Agriculture: Monterey County is one of the nation's top agricultural producers. Agriculture is the County's largest economic and employment sector generating $11.7 billion annually and providing 70,000 jobs (*Economic Contributions of Monterey County Agriculture, 2018)*. Unlike most agricultural crops across the United States that are machine harvested, the crops grown in Monterey County are dependent upon a highly skilled labor force. The vast majority of companies based in the County are family-owned and operated.

Hospitality: Monterey County has long been a tourist destination attracting 4.6 million visitors annually and generating $2.8 billion in spending which supports 25,220 jobs *(2016-17 Annual Report Monterey County Convention and Visitors Bureau)*. With a worldwide reputation, visitors delight in destinations such as the Monterey Bay Aquarium, the National Steinbeck Center, 17-Mile Drive, Cannery Row, Fisherman's Wharf, Pinnacles National Park, and the Monterey Wine Country. Visitors enjoy a wide range of recreational activities and nearly 300 annual special events.

Higher Education, Research, and Military Institutions: The County has a strong concentration of higher education and research institutions, particularly related to foreign language study, marine research, and international policy, contributing approximately $1.9 billion to the local economy, including more than $316 million in research and grant funding. More than 15,000 faculty, staff and researchers are directly employed, and 83,000 students are enrolled annually. The County has a long and proud military history and is home to ten military missions, providing significant local economic benefits.

LEGISLATIVE PROGRAM

Monterey County maintains a long-standing and successful Legislative Program, ensuring that the interests of the County are well represented in Sacramento and Washington, D.C. The Program provides the County a voice in funding and policy decision-making in the state and national capitals and ensures that County leaders are fully apprised of evolving state and federal initiatives impacting the County and its residents. The Legislative Program is managed in accordance with a series of legislative principles and priorities which are designed in support of the Board of Supervisors' Strategic Initiatives. The Strategic Initiatives lay out a forward-looking vision for planning and management of County resources across programs to secure maximum return and benefit for County residents.

Strategic Grant Services Program

The Board of Supervisors created the Strategic Grants Services Program to concentrate funding efforts on the County's highest priority needs, and projects which require a high level of collaboration among County departments and community partners. The Strategic Grant Services Program works in alignment with the Board of Supervisors' Strategic Initiatives and in close collaboration with the Legislative Program to advocate for maximum funding for state and federal programs which translate into locally available grant funding opportunities.

Board of Supervisors – Legislative Committee

The Board of Supervisors has a two-member Legislative Committee, staffed by the County Administrative Office – Intergovernmental & Legislative Affairs Division. The Committee meets regularly to review and make recommendations to the Board of Supervisors regarding legislative, budgetary, and regulatory issues which could impact Monterey County, and to direct the efforts of the Strategic Grant Services Program. On an annual basis, the Legislative Committee recommends a Legislative Program and Strategic Grant Services Program Work Plan to the Board of Supervisors. The Legislative Committee also directs the legislative activities of the Committee staff, County departments, and the County's state and federal legislative advocates and grant consultants.

Community Priorities

In 2018, the Board of Supervisors hosted a community engagement process to identify local priorities. The process included telephone and online surveys as well as five community forums to understand how potential cannabis tax revenues could help meet community needs. The top funding priorities across the County were: education (especially early education and preschool), quality health and mental health services, homeless services, crime and violence prevention and reduction; affordable housing and displacement prevention. Additional concerns included preservation of existing services, equitable and culturally relevant programs, reparations and expungement, library funding, and animal shelter funding. These results were largely consistent with previous studies (e.g., Impact Monterey County). These community identified priorities have been used to help shape this Legislative Program.

COVID-19 Disparate Impacts Legislative Advocacy Priorities

In August 2020, the Board of Supervisors received the *COVID-19 Pandemic Disparate Impact Report: Strategies for Addressing the Disparate Impact of the COVID-19 Pandemic on Communities of Color in Monterey County*. The report identifies the underlying conditions that have contributed to the racial disparities present in the data and statistics of those most impacted by the pandemic in Monterey County, and proposes strategies to address these disparate impacts.

Legislative Policies

The Board of Supervisors has adopted policies pertaining to the legislative activities of the Board, department heads, County staff, the County's state and federal legislative advocates, and County advisory boards and commissions. INSERT LINK

COVID-19 PANDEMIC DISPARATE IMPACTS
Legislative Advocacy

In August 2020, the Board of Supervisors received the *COVID-19 PANDEMIC DISPARATE IMPACT REPORT: Strategies for Addressing the Disparate Impact of the COVID-19 Pandemic on Communities of Color in Monterey County*. The report identifies the underlying conditions that have contributed to the racial disparities present in the data and statistics of those most impacted by the pandemic in Monterey County, and proposes strategies to address these disparate impacts.

Even before the pandemic, Monterey County's Legislative Program focused on numerous legislative priorities in the areas of health, human services, economic development and public safety. The County has adopted a strategy of "Health in All Policies" as part of its efforts to eliminate social, racial, economic, and environmental inequities that impede the attainment and maintenance of good health, including health care access.

Since the pandemic began the County has engaged in numerous legislative advocacy efforts to ensure that state and federal administrations, agencies, and legislators are aware of the challenges and needs facing our community. Given the pandemic's disparate toll on communities of color, in particular low-income communities, legislative advocacy efforts have been aimed at: increasing testing; provision of personal protective equipment (PPE) for essential workers; helping to meet basic needs like providing food, wage supports and temporary housing for people who get sick or exposed to the virus; access to communications and guidance in Spanish; support for all-mail elections; support for school and business reopening; and closing the digital divide.

2020 CENSUS AND REDISTRICTING

Billions of dollars hang in the balance for essential programs, services, and infrastructure – and government representation from the Congressional level to local county supervisorial districts.

2020 Census and Redistricting	• Support efforts to ensure the integrity of the Census process. • Support legislative and administrative policies that ensure the accuracy and completeness of collected census data that reflects the total resident population in each state, including noncitizens.

INCREASED STATE AND FEDERAL SUPPORT AND INVESTMENT

Despite recent investments, counties cannot continue to meet the unprecedented demands in public health, emergency response, and other vital services without additional state and federal support. Declining local revenues, coupled with the increasing demands on county delivered safety net services makes our situation unsustainable, and puts the health and security of the public, especially communities of color, at risk.

State and Federal Investment	▪ Support additional direct fiscal relief to counties. ▪ Support maximum flexibility in the usage of federal funds allocated to counties to mitigate direct and indirect COVID-19 costs, revenue losses, and temporary expansion of benefits.

HEALTH

Access to quality healthcare is a fundamental human right. Communities of color have higher rates of underlying health conditions (e.g., diabetes, heart disease, lung disease, etc.) linked to more severe cases of COVID-19. Communities of color also often have less access to quality health care and are disproportionately represented in essential frontline jobs that cannot be done from home, increasing their exposure to the virus.

Health Care for All	▪ Support efforts to create equity and eliminate racial disparities by expanding access to health care through universal coverage and other steps to improve the quality and affordability of health care (e.g., Medi-Cal expansion to undocumented seniors). ▪ Support efforts to ensure employers help H-2A Temporary Agricultural Workers apply for health insurance through Covered California. ▪ Support policies and funding that preserve and expand primary prevention, essential public health functions, and that foster social/racial equity in the areas of community health, health care access (including telehealth), education, and disease prevention.
Public Health Departments	▪ Support funding for public health departments to conduct essential activities including testing, case investigation, contact tracing, surveillance, epidemiology, infection control, mitigation, communications, and other preparedness and response measures. ▪ Support efforts and funding to enhance public health workforce staffing, infrastructure, and capacity.
Testing	▪ Support increased funding to test individuals that are not connected to a primary health care provider to minimize access barriers for underserved communities and increase capacity to support outbreaks in congregate living settings. ▪ Support increasing production of testing supplies to increase the supply of testing kits for hospital-based testing services. ▪ Support funding to deploy testing resources based on the needs of impacted communities. ▪ Support reimbursement for the full cost of specimen collection and testing. ▪ Support efforts to streamline the process to utilize presumptive eligibility for Medi-Cal for testing purposes.
Case Investigation and Contact Tracing	▪ Support funding to develop and maintain electronic data collection and reporting systems. ▪ Expand funding for income replacement and other types of isolation and quarantine support.
Surveillance, Epidemiology, Infection Control	▪ Expand shared data collection and improvement of reporting standards for workplace infections ▪ Support efforts for state Health and Human Service Agency to alter the Confidential Morbidity Report form to produce more consistent occupation data (currently a write-in response).

Preparedness	▪ Support policies that prioritize vaccine distribution through a health equity lens. ▪ Support policies that prioritize certain groups to gain access to medications and vaccines based on documented higher risk for serious illness and death. ▪ Support efforts to establish and maintain adequate distribution, storage, and administration of vaccines. ▪ Support efforts to establish and maintain adequate supply chains for personal protective equipment.
Public Health Laboratories	▪ Support increased funding for state and local public health laboratories.
Commercial Laboratories	▪ Support increased oversight and enforcement of commercial lab responsibilities to ensure compliance with state mandates, state and local health officer orders, and adherence to reporting requirements.
Alternative Housing Access	▪ Support efforts to expand eligibility for alternate housing to adequately isolate infected or exposed populations to prevent virus transmission (e.g., hotels, emergency rental assistance, etc.).
Isolation Housing Supports	▪ Support expanded funding for income replacement and other types of isolation and quarantine supports.
Health Literacy	▪ Support state level policy that documents be produced in the language of our California residents. ▪ Continue to request that the State provide pandemic related communications associated with public health, safety, or business guidance in both English and Spanish.
Access to Healthcare	▪ Support changes to continue the ability for healthcare to provide services using virtual services. ▪ Support the expansion or continuation of elimination of cost-sharing payments by insurers for plan members treated for COVID-19. ▪ Create an emergency health aid program to raise eligibility thresholds beyond Medi-Cal expansion levels and increase federal matching funds to help cover people who lost their jobs or remain uninsured during the pandemic. ▪ Expand testing and treatment (including clinical trials) to cover immigrants and temporary workers, including providing much needed funding for community health centers and removing barriers to permitting coverage under Emergency Medi-Cal. ▪ Expand Medi-Cal to include reimbursement for mild to moderate mental health needs related to the COVID-19 pandemic.
Worker Support and Protections	▪ Support creation of Workforce Safety Councils that build on partnerships between labor, government, and business to work with employers to implement safety protocols, develop and distribute educational materials, and support and fund Workforce Safety Officers to implement health orders and guidance.
Sick Leave and Family Care Protections	▪ Support policies that expand sick leave and family leave to support workers and their families. ▪ Support Statewide campaigns for immediate cash assistance for families, such as young child tax credits.

PUBLIC ASSISTANCE FOR BASIC NEEDS

Safety net services are a critical element of community well-being that help struggling households survive and thrive.

Safety Net and Employment Support Resources	▪ Support funding for basic assistance to households who work in lower wage jobs, are underemployed, or are unemployed through CalFresh/Supplemental Nutrition Assistance Program (SNAP), the Women, Infants, and Children (WIC) program, childcare programs, Community Action programs and the CalWORKs/Temporary Assistance to Needy Family (TANF) programs. ▪ Support funding for programs that help prevent homelessness and rapidly secure housing (HUD Homeless Assistance, CalWORKs Housing Support, CalWORKs Family Stabilization, Housing Disability Advocacy Program). ▪ Support improvements to the CalWORKs/TANF program to modify work participation requirements to better match individual family needs and local economic circumstances and to recognize additional costs to communities as a result of ongoing funding stagnation. ▪ Support expansion of wage subsidy programs for households served by both CalFresh/SNAP and CalWORKs/TANF – these programs have proven to be effective local resources for promoting self-sufficiency and establishing a positive work history. ▪ Support the continuation of virtual interviews, self-attestation verifications, and other virtual means of submitting required documents for Medi-Cal, CalWORKs and CalWORKs employment services, CalFresh, and general assistance. ▪ Support efforts to increase CalFresh/SNAP, Medi-Cal, CalWORKs, CalWORKs employment services, and general assistance benefits, and eliminate eligibility barriers (e.g., residency and citizenship status, household size, income and property limits).
Food Security	▪ Support funding for local food banks. ▪ Support funding for meal delivery programs (e.g., Great Plates, Meals on Wheels, Congregate Meals for Seniors). ▪ Support policy changes to make Electronic Benefit Transfer (EBT) cards eligible for online use through web-based marketplaces such as Amazon Pantry and Wal-Mart for food purchases.

HOUSING

Available and affordable housing is integral to the health and well-being of County residents and an important element for social/racial equity, environmental justice and economic development. Lack of housing or dense, multi-generational housing conditions make communities more susceptible to the spread of the virus.

Housing Stability /	▪ Support efforts to provide protections from eviction, foreclosure, and speculation.

Homeless Prevention	▪ Support efforts to fund continued and expanded emergency rental and utility assistance programs. ▪ Support efforts to fund additional city and county emergency housing and ongoing operations. ▪ Support policies and funding to sustain and transition short term emergency COVID housing to long term housing use (travel trailers), and to fund ongoing operations. ▪ Support the continued provision of fair housing tenant/landlord services (e.g., CDBG Program). ▪ Support an increase in housing vouchers for transitional and permanent supportive housing and affordable housing. ▪ Support programs that allow for a variety of homeless housing types such as additional permanent, supportive, and shelter housing. ▪ Support the continuation of employer housing and food requirements under the H-2A Temporary Agricultural Worker program.
Affordable Housing Development	▪ Support efforts to fund the planning and development of housing – especially affordable housing and affordable rental housing – for low-income residents and those with special needs (e.g., farmworkers, the disabled, and the homeless). ▪ Support efforts to streamline policies and processes that create barriers or delays to the development of affordable or special needs housing projects and incentivize providing more than the minimum inclusionary requirement (e.g., CEQA exemptions for farmworker housing projects). ▪ Support non-profit housing developments through additional/expanded tax credit programs. ▪ Support changes to the tax credit program to incentivize development of mixed income housing projects. ▪ Support regional approaches to affordable housing development which allow cities/counties to share in Regional Housing Needs Assessment (RHNA) credits. ▪ Support efforts to provide incentivize affordable housing development for migrant farmworkers and H-2A Temporary Agricultural Workers.

ECONOMIC DEVELOPMENT

Communities of color are over-represented in essential jobs that increase their exposure to the virus. High rates of poverty and low wages create greater risks of economic disruption.

Individual Supports	▪ Support the continuation/reinstatement of increased unemployment benefits by the federal government – including extending benefits to undocumented workers. ▪ Support additional economic stimulus payments to individuals – including funding to undocumented residents (e.g. Disaster Relief Assistance for Immigrants (DRAI)). ▪ Support expansion of the Earned Income Tax Credit to provide more relief to low-income Californians, including those that file taxes with Individual Tax Identification Numbers.

	▪ Support funding and policies that protect workers through the provision of personal protective equipment (PPE) and educational materials on how to prevent virus contraction and transmission. ▪ Support efforts to address disparate impact of COVID-19 pandemic on women of color, exacerbating existing disparities and further undermining family economic stability and survival (including efforts to address childcare, loss of wage earnings due to COVID-19, wealth gap, and access to income supports). ▪ Support taxpayer hardship relief/assistance programs.

Business Supports	▪ Support efforts aimed at supporting women and minority owned businesses impacted by the pandemic.
	  ○ Small business grants, loans, and/or no-interest loans
	  ○ Workforce development programs
	  ○ Entrepreneurship programs
	  ○ Economic Injury Disaster Loan (EIDL)
	  ○ Payroll Protection Program (PPP)
	▪ Support efforts to establish an emergency loan program through the state's Small Business Disaster Relief Loan Guarantee Program
	▪ Support efforts to provide protections from eviction, foreclosure, and speculation for small businesses.
	▪ Support taxpayer hardship relief/assistance programs.

PROTECTING YOUTH AND FAMILIES

The pandemic has added major stressors to children and families, especially in communities where there is a higher incidence of the virus. Economic challenges, school closures, and social isolation further add to the problem and place additional stress on family units.

Protecting Youth and Families	▪ Support efforts to expand eligibility for isolation spaces (e.g., hotels) for people experiencing domestic violence. ▪ Support efforts to protect youth at heightened risk for abuse and mistreatment. ▪ Support efforts to strengthen social programs and family resources to keep families connected to county support systems and services (e.g., mental health).

CHILDCARE

Local economic recovery from the COVID-19 crisis hinges on the ability of many county residents, especially those who work in industries deemed essential, to access childcare so that they can return to work.

Childcare	▪ Support improved access to safe, high-quality childcare. ▪ Support the classification of front-line workers as "essential" to receive county level and state level free childcare benefits.

LANGUAGE ACCESS

Since the pandemic began there has been a lack of communications and guidance documents in languages other than English. It is essential that these written and verbal communications be provided in non-English languages for communities where English is not the primary language.

Translation of Communications/ Guidance	▪ Continue to request that the State provide pandemic-related communications associated with public health, safety, or business guidance in both English and Spanish.

VIRTUAL ACCESS

As a result of the need for social distancing during the pandemic, some requirements have temporarily been waived to allow access to County services by virtual means and to increase virtual participation in government. Making these changes permanent will increase the public's access to County government.

Increased Internet and Virtual Access	▪ Support policy changes to permanently increase access to virtual connection, learning, and public participation opportunities. ▪ Support policy changes to continue participation and access of virtual public meetings governed by the Brown Act. ▪ Support policy changes which allow County services to be provided by virtual means.

BROADBAND EXPANSION

A lack of internet access disproportionately effects some County residents because internet access is not available in their area or is unaffordable. Expansion of broadband services would benefit economic activities, access to healthcare (e.g.: telehealth); and education (e.g.: distance learning).

Broadband Expansion	▪ Support efforts to secure funding for the expansion of broadband and cellular services to underserved areas of Monterey County (e.g., state universal broadband bond). ▪ Support efforts 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. ▪ Support efforts to regulate broadband/internet access as a utility by the Federal Communications Commission and California Public Utilities Commission.

EDUCATION

Schools are facing significant challenges which disparately impact students of color. Nearly 7,000 students/families do not have access to the tools they need for distance learning (e.g., laptops or tablets), and over 10,000 students do not have internet access in their home because internet access is not available in their community or is unaffordable to their families.

Internet Access and Technology Needs	▪ Support efforts that ensure quality distance learning through expanded broadband access and technology supports, especially in rural and underserved communities.
In-Person Learning	▪ Support the safe transition, when appropriate, to in-person learning through increased state funding for testing, rapid results, and appropriate personal protective equipment (PPE) for students and teachers.

ECONOMIC DEVELOPMENT

Enhancing the Well-Being and Prosperity of Monterey County Residents

LEGISLATIVE PRINCIPLES – ECONOMIC DEVELOPMENT

★ **COVID-19 PRIORITY – ECONOMIC DEVELOPMENT:** *Communities of color are over-represented in essential jobs that increase their exposure to the virus. High rates of poverty and low wages create greater risks of economic disruption. See COVID-19 related economic development priorities pages 10-11.*

General

Support the County's ability to enhance the quality of life, well-being, prosperity, health, safety, livelihood, art, libraries, culture, recreation, housing, and education (e.g., early childhood development, cradle to career initiative) of Monterey County residents. Support policies and programs that protect consumers and help families achieve self-sufficiency. Support job training, and public or private efforts, to stabilize and enhance jobs and economic growth. Support policies and programs that promote health, equity, and neighborhood sustainability, safeguard the preservation of prime agricultural lands and natural open spaces, and improve the environment and protect environmentally sensitive areas in order to ensure a diversified and healthy economy. Support funding, policies, and programs that remove barriers to local industries reaching their full economic potential and acting as regional economic generators.

Sustainable Job Growth

Support efforts to fund development of regional countywide economic development plans that balance environmental and economic considerations in furtherance of jobs key to the pillar industries of economic development in the County: agriculture, tourism, small business, higher education, and marine research. Support efforts to promote a strong state and county economy, and provide a healthy environment to retain, expand, and attract business and economic development. Support efforts to expand broadband infrastructure to provide high-speed internet to underserved areas of the County, and to retain local authority to assess fees and control placement of new wireless facilities. Support legislative, policy or regulatory efforts that provide local governments with economic and community development tools (e.g., opportunity zones) and encourage compliance with state-mandated regional planning strategies. Support efforts that promote ecotourism and wellness, Edu-tourism, Blue Economy research and development, and Agri-Technology that further economic and employment growth.

Workforce Development and Working Families

Support efforts to fund workforce development initiatives (e.g., youth and veterans' employment and leadership programs) to ensure the continuity of employment, and training programs to stimulate economic growth through the creation of a trained and skilled workforce. Ensure public investments in roads, transit, sewers, and other community infrastructure are made in ways that create job opportunities for people residing in Monterey County who are underemployed and unemployed. Support efforts to prepare youth for future self-sufficiency and prevent youth violence and crime. Support working family initiatives that balance work and care-giving obligations such as: workplace flexibility and access to paid leave; affordable, quality child/elder care; and equal pay.

Housing & Homelessness

Support efforts that create affordable housing policies and fund the creation of housing – especially affordable housing and affordable rental housing – for low-income county residents and those with special

needs (e.g., farm workers, veterans, seniors, the disabled, and the homeless). Work to streamline processes which create barriers or delays to the development of affordable housing projects. Support efforts to address the unique needs of homeless individuals and families, and equitably allocate funding to address homelessness.

Agriculture

Support efforts to protect and promote agriculture, farm worker health and safety, the protection of public health and the environment, and the assurance of a fair marketplace. Support efforts to provide agricultural research and education activities. Support efforts to protect and preserve prime agricultural lands (e.g., Williamson Act funding). Support pest detection and pest management programs and invasive weed prevention programs. Support efforts to ensure the success of the local cannabis and industrial hemp industries, while addressing the tax, regulatory, policy, enforcement, education, health, environment and safety of our communities as related to both cannabis and hemp.

Military Installations

Support efforts to assist in military base reuse, especially the redevelopment of lands on the former Fort Ord, and to replace jobs lost because of the base closure. Support efforts to strengthen and expand the missions of military institutions in Monterey County (i.e., Monterey Bay Defense Alliance), and oppose Base Realignment and Closure (BRAC) or other proposals which aim to close or reduce programs or missions and have negative impacts on the County.

LEGISLATIVE PRIORITIES – ECONOMIC DEVELOPMENT

BROADBAND & TELECOMMUNICATION SERVICES

★ **COVID-19 PRIORITY – BROADBAND:** *A lack of internet access disproportionately effects some county residents because internet access is not available in their area or is unaffordable. Expansion of broadband services would benefit economic activities, access to healthcare and education. – See COVID-19 related broadband priorities on page 12.*

Broadband

A major impediment to business attraction is the lack of reliable County broadband coverage. Digital access is also linked with social equity, connecting with services, and democratic participation. The Central Coast Broadband Consortium is a broad-based ad hoc group of local governments and agencies, economic development proponents, education and health organizations, community groups and private businesses, dedicated to improving service in Monterey, Santa Cruz, and San Benito Counties. Expanding broadband service throughout the region is important to the County's social and economic health – and supports the education, medical, military, and research industries.

The COVID-19 pandemic has underscored the critical utility of broadband infrastructure. From the homework gap and workforce adaptations, to essential healthcare services and e-commerce — broadband is now the keystone to our nation's response to the global pandemic and imperative to building resilient and future-ready communities. The lack of reliable broadband is a major economic barrier and a leading driver of socioeconomic inequality.

A lack of internet access disproportionately effects some County residents because internet access is not available in their area or is unaffordable. Expansion of broadband services would benefit economic activities, access to healthcare (e.g.: telehealth); and education (e.g.: distance learning).

In August 2020, a photo of two girls sitting on the sidewalk with their laptops outside a Taco Bell restaurant in the City of Salinas to use the restaurant's Wi-Fi went viral, shining the national spotlight on the digital divide which exists in Monterey County and many other communities in the state and nation.

Schools are facing significant challenges which disparately impact students of color. According to the Monterey County Office of Education nearly 7,000 students/families do not have access to the tools they need for distance learning (e.g., laptops or tablets), and over 10,000 students do not have internet access in their home because it is not available in their community or is unaffordable to their families. There is also a need for digital literacy programs.

The State's non-partisan Legislative Analyst's Office (LAO) reports that the Federal Communications Commission standard for internet speed is 25 megabits per second (mbps) download and 3 mbps upload, however a majority of underserved households are in rural areas where internet speeds are significantly slower, 6 mbps upload and 1 mbps download.

Telecommunications

Telecommunication services are extremely limited or non-existent in some parts of Monterey County, with cellular network strengths varying depending on topology, time of day, weather, and location. Development of a more robust network is needed, especially in remote highly trafficked tourist destinations such as Big Sur. To date, it has not been economically and environmentally feasible to expand services into many of these areas. However, recent wildfires and other emergencies highlight the need for dependable communications for residents, visitors and first responders.

Key Objective:

Support efforts to fund the expansion of broadband and cellular service to underserved and digitally redlined areas of Monterey County (e.g., state universal broadband bond) and increase internet speeds. Support efforts 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. Support efforts to regulate broadband/internet access as a utility by the Federal Communications Commission and California Public Utilities Commission. Support efforts that ensure quality distance learning through expanded broadband access and technology supports, and digital literacy programs especially in rural and underserved communities. Support efforts to fairly and equitably regulate access to telecommunications services, removing barriers and providing adaptations for all ages and for those with disabilities. Support expansion of broadband and telecommunications community hubs such as schools and libraries. Support affordable and flexibly connectivity options and opportunities.

HOUSING

★ **COVID-19 PRIORITY – HOUSING:** *Available and affordable housing is integral to the health and well-being of County residents and an important element for social/racial equity, environmental justice and economic development. Lack of housing or dense multi-generational housing conditions make communities more susceptible to the spread of the virus. – See COVID-19 related housing priorities on pages 9-10.*

Through a 2018 community engagement process sponsored by the Board of Supervisors – conducted through phone, online and community forums – community members identified affordable housing, displacement prevention, and services for homeless individuals and families as some of their top priorities.

Available and affordable housing is integral to the health and well-being of County residents and an important element for social equity, environmental justice and economic development. It is critical that people have the option to live near their workplace, particularly those workers most essential to the local

economy (e.g., teachers, emergency service workers, nurses), many of whom find that housing is priced beyond their reach. When people can afford to live close to their jobs, entire communities reap the benefits. Commute times and traffic congestion ease, neighborhoods are more diverse and provide the opportunity for families to live and grow in one place, and economies strengthen by helping employers attract and retain essential workers. Therefore, Monterey County supports policies, funding, and programs that support additional multi-family, farmworker, disabled, senior, veterans, and workforce housing opportunities to assure an adequate supply of low-cost and affordable housing stock are needed.

HUD – CDBG & HOME Programs: State and Federal programs are important sources of funding to help local communities develop affordable housing. Currently Monterey County receives $1.2 million annually in Community Development Block Grant (CDBG) Funds through the U.S. Department of Housing and Urban Development (HUD) which supports community development and infrastructure needs ancillary to housing development, and services for low-income and moderate-income persons. Increasing CDBG funding and expanding the program to allow funding to be used for new housing construction would be a powerful tool for local governments. HUD also offers the HOME Investment Partnership Program which funds new housing construction. An increase in HOME funding is needed for the County, as part of a consortium, to consider participating. New permanent financing sources are needed to address housing needs at all income levels and to provide adequate housing subsidies for households. Policies

Housing Vouchers: In order to build more affordable housing and assist residents in need of subsidized housing opportunities, increased access to public housing and vouchers programs is needed. Voucher programs need to meet the high cost of rent in Monterey County and the area Fair Market Rents (FMR).

Flexible Housing Subsidy Programs: The State can assist communities to implement flexible housing subsidy programs, intended to provide housing stability to those at risk of experiencing homelessness. Subsidy pools centralize the management of housing resources under a single operator to match resources to eligible households, provide housing navigation and placement services, and provide flexibility in funding that can be utilized in several ways to close the funding gaps that serve as barriers to securing housing.

Low-Income Housing Tax Credit: Increasing access to the Federal Low-Income Housing Tax Credit (LIHTC) Program is needed to provide funding opportunities to developers. Currently, the LIHTC Program can take developers several rounds and years of delays to fund low-income multi-family housing developments.

Barriers to Housing Production: Some of the biggest barriers to affordable and market rate housing construction are the development of necessary infrastructure, California Environmental Quality Act (CEQA) and development impact fees, and the threat of litigation over CEQA and land use issues. Major infrastructure is needed for the development of housing (e.g., sewer, water, roads, transit and other infrastructure). Supporting the expansion of CEQA exemptions for affordable housing infill projects and policies which provide protections for affordable housing and market rate developers (e.g., litigation) would help alleviate these concerns.

Housing Fund Opportunities: Housing funding opportunities are critical to get developers the funding they need to kick start local projects. Tools that assist in affordable housing production (e.g., Local Housing Trust Fund); and affordable housing preservation (e.g., Community Land Trust) would greatly enhance these efforts.

RHNA Credit Allocation: State law requires cities and counties to meet housing production goals as defined by the Housing Elements Regional Housing Needs Allocation (RHNA) or to face penalties. New state housing funding (e.g., Healthy Homes California, No Place Like Home) is geared to incentivize housing production and collaboration as the funds can be spent anywhere countywide. However, if the housing is built within city's boundaries – not the urban county unincorporated area – the city receives the full RHNA credit, while the county which put extensive effort into the development of the project, receives no direct

RHNA credit. Monterey County is supportive of efforts to share RHNA credits in collaborative housing development.

Farmworker Housing: The 2018 Farmworker Housing Study and Action Plan for Salinas Valley and Pajaro Valley, prepared by the California Institute for Rural Studies, estimated that in 2016 the number of workers in the region employed in agriculture was 91,433, and stated that farmworker housing in the region is severely overcrowded. Based on the data, 45,560 additional units of farmworker housing are needed to alleviate critical overcrowding in farmworker households. Additionally, state funding programs and resources (e.g., Joe Serna, Jr. Farmworker Housing Grant Program) are needed to build affordable farmworker housing. Infrastructure funding opportunities are needed to ensure farmworker housing is built in locations that are close to communities and existing transit and other opportunities.

Key Objectives:

Support efforts and funding to increase the supply of affordable and accessible housing production to meet County needs, especially rental housing, and housing for special need populations, with a preference for infill projects. Support efforts to fund infrastructure (e.g., water, sewer) to support affordable housing development. Support the expansion of CEQA exemptions for affordable housing infill projects with infrastructure. Support policies which provide protections for affordable housing developers (e.g., litigation). Support increased in tax credits for affordable housing developers to help spur affordable housing production. Support funding for programs that help get people into affordable housing and avoid displacement or homelessness (e.g., Flexible Housing Subsidy Program). Support reform of housing element laws, and changes to eliminate or reduce school impact fees for employer sponsored housing projects. Support the development of tools that assist in affordable housing production (e.g., Local Housing Trust Fund); and affordable housing preservation (e.g., Community Land Trust). Support regional approaches to affordable development which allow cities/county to share in Regional Housing Needs Assessment (RHNA) credits. Support an appropriate balance between statewide goals for housing production and affordability while maintaining appropriate discretion for Counties in implementing these policies through locally driven plans.

IMMIGRATION

The County strives to support and defend the civil and human rights of all of its residents, including those that are foreign-born. Immigrants comprise over 30% of the total population, and at 21.7% Monterey County has the highest percentage of non-citizens of any California county. The County's immigrant population, including undocumented immigrants, is a critical component of the local labor force, especially for the County's two largest industries – agriculture and hospitality. The contributions of immigrants to the economic, cultural, and social well-being of our community are a source of pride for the County, and the County recognizes the importance of maintaining an environment of trust and safety for immigrants who choose to make Monterey County their home.

The Board of Supervisors has proudly supported the County's immigrant community by supporting comprehensive immigration reform which includes a pathway to citizenship for undocumented immigrants; removing Immigration and Customs Enforcement (ICE) from the County jail and declaring Monterey County a "Welcoming County"; supporting reinstatement of the Deferred Action for Childhood Arrivals (DACA) program and becoming the first "Dreamers County" in the nation; supporting the Farm Workforce Modernization Act; denouncing the Trump Administration's family separation policy; opposing the addition of a citizenship question on the 2020 Census; and opposing the Trump Administration's "public charge" rule.

Key Objectives:

Support policies that provide permanent legal status and a path to citizenship for Dreamers. Support policies that extend Temporary Protected Status for qualifying individuals. Support policies that establish effective nonimmigrant visa programs that address the workforce needs of the agriculture and hospitality industries. Oppose legislative and executive actions that seek to punish local governments for failure to assist with federal immigration enforcement actions. Oppose legislative and executive actions that unlawfully discriminate against immigrants based on their country of origin. Oppose legislative and executive actions that restrict public benefits to immigrants. Support comprehensive immigration reform legislation that addresses the County's labor force needs and provides a path to citizenship for the nation's undocumented immigrant population. Support efforts to increase language access, ensure access to health care, facilitate naturalization, extend voting rights, and build leadership development pipelines for immigrants.

LABOR FORCE

The availability of skilled and unskilled labor is critical to the maintenance and enhancement of economic development activities across all sectors. Monterey County's economy is primarily based on agriculture and tourism, both of which are highly dependent on an adequate labor supply. An aging worker population and current immigration policies make it increasingly difficult to meet these workforce needs. The lack of agricultural workers is the largest challenge facing our local industry today. The agriculture industry contributes $8.1 billion and 76,054 jobs, and the hospitality industry provides 25,200 jobs and contributes over $2.87 billion to the local economy. However, industry sources report that they are increasingly affected by labor shortages that jeopardize the local economy, the hospitality industry, and the availability of agricultural goods for national and international shipment. The California Farm Bureau reports that over half of the farmers in California are experiencing labor shortages and that fewer potential employees are applying for seasonal harvest jobs despite increased recruiting efforts, higher wages offered and other incentives. Additionally, the Central Coast is experiencing a significant shortage of skilled medical personnel, and this shortage is expected to grow over the next 15 years, especially for primary care clinicians

Key Objectives:

Support efforts to implement comprehensive federal immigration reform to ensure that Monterey County has an adequate labor supply for all economic sectors. Oppose efforts to implement restrictive immigration policies that threaten the economic well-being of Monterey County residents. Support policies that promote a greater investment in training and retaining health care professionals to meet the workforce needs of our local health care industry.

WORKFORCE DEVELOPMENT

The Workforce Development Board coordinates and leverages local workforce strategies with education and economic development stakeholders to ensure that workforce development and job training programs meet the needs of employers. Investments in workforce development create a comprehensive system to provide our community with a highly skilled workforce that competes in the local, regional, and global economy. Monterey County receives funding through the Workforce Innovation and Opportunity Act (WIOA) to manage programs to assist with local workforce investment needs.

Key Objectives:

Support funding through the Workforce Innovation and Opportunity Act (WIOA), including expanded funding for a business-led Workforce Development Board governed and supported by local leaders. Support the America's Job Center of California's centers in Monterey County, which focus on the needs of job seekers and businesses to ensure workers have access to critical employment programs, services, and training opportunities. Support funding for personal financial management education services. Support funding for career pathways for existing local and potential new industries.

YOUTH EMPLOYMENT

Youth employment programs are nationally recognized for preventing youth violence and bringing hope and opportunity to communities. Such programs are highlighted as one of the five strategies in the Office for Juvenile Justice and Delinquency Prevention's Comprehensive Gang Prevention Model. In Monterey County gang issues, violence and crime steal the futures of all too many young people. Providing local youths with employment opportunities goes a long way toward ending youth violence and criminal gang involvement and is a priority for the County and its many city and community partners. A cradle to career initiative (Bright Futures) is developing connections across the County to support children, youth, and adults to attain their educational goals and find gainful local employment. Summer and year-round youth employment and leadership programs prepare youth for future self-sufficiency, prevent youth violence and crime, and support businesses and organizations.

Key Objectives:

Support efforts such as Bright Futures to improve access to high quality and affordable education, foster progress in educational outcomes for local students from cradle to career and improve the pipeline of quality talent in Monterey County. Support efforts to enhance funding for summer youth employment and training programs and expand funding for year-round programs to better prepare youth for future self-sufficiency and prevent youth violence and crime.

AGRICULTURE

Agriculture is the cornerstone of prosperity in Monterey County. Support for agriculture is critical to the economic vitality of the region, State, and nation. The Salinas Valley is known as the "salad bowl" of the world and produces diverse vegetable corps, strawberries, and is a major producer of high-quality varietal wine grapes. Adequate transportation system maintenance and capacity, along with the security of County water supplies (e.g., water rights, storage, reuse, and financing) is critical to the health of the local agricultural economy.

Key Objectives:

Support efforts to secure and enhance Monterey County's water resources for agriculture (e.g., water rights, storage, reuse, financing); secure funding for transportation infrastructure that supports the agricultural industry; protect prime agricultural lands (i.e., Williamson Act, conservation easements); and promote agriculture and agritourism.

CANNABIS

According to the most recent California Department of Food and Agriculture (CDFA) Cannabis Licensing Office ListServ, Monterey County is ranked fourth in California cannabis cultivation. The County Cannabis Program provides a local framework for successful leadership and management of commercial cannabis through coordination and collaboration with multiple County departments, state agencies, and local governments to address taxation, regulation, policy, enforcement, education and protection of the health, environment, and safety of our communities. There are outstanding federal and state policy issues that need to be addressed in order for the Program to be successful. The Program updated its Strategic Plan and Implementation Plan in the spring of 2020.

Banking: The conflict between federal and state law over marijuana use severely limits the cannabis industry's ability to access banking services. As the industry continues to grow, the County is increasingly concerned with the large amounts of cash that cannabis businesses are required to store on site and the risk it poses for violent crime. The County collected $52 million in tax revenue between July 2016 and October 2020.

The County also is concerned that its tax assessment, collection and audit functions will be needlessly complicated in a "cash only" environment, and the potential revenue loss could negatively affect other County programs. A new federal policy is needed to permit financial institutions to serve the cannabis industry in accordance with state law. The County supports legislation that creates a safe harbor for individuals and entities from federal marijuana laws if they act in compliance with state law.

Legalization: Legislation was reintroduced in the 116th Congress to amend the federal Controlled Substances Act to exempt state-legal marijuana activity from its provisions. The bill, known as the Strengthening the Tenth Amendment Entrusting States (STATES) Act, would also protect banks and credit unions that work with legal cannabis businesses. The County supports this type of limited legalization that allows each state to determine how best to address commercial cannabis activity within its own borders.

Funding for Enforcement: The 2018-19 State Budget included monies from the General Fund for a Department of Justice proposal for cannabis-related enforcement aimed at the illegal cannabis market and protecting against intrastate and interstate diversion activity by criminal organizations. None of this funding was provided directly to local enforcement agencies. The Cannabis Program was awarded a Proposition 64 three-year grant beginning October 2020 under the Board of State and Community Corrections that focuses on public education and enforcement of unlicensed cannabis. The County supports additional funding provided directly to local law enforcement agencies for cannabis related enforcement activities.

Cannabis Industry Stabilization: To gain industry stabilization in the next ten years, a commitment to continuous improvement needs to evolve. In 2020, the state undertook the process of combining the three regulatory bodies for the oversight of the cannabis industry. The three regulatory bodies are the Bureau of Cannabis Control (BCC), California Department of Food and Agriculture (CDFA), and the California Department of Public Health (CDPH). The three agencies utilize California's Cannabis Track-and-Trace (CCTT) system implemented through Metrc to track cannabis moving through the supply chain from seed to sale. Metrc is a compliance management solution that produces raw data that is currently only available in real time to the state agencies. The County's only access to Metrc is through data produced to enable efficient regulation at the local level. In 2020, the County amended its ordinances to require cannabis operators to provide a copy of their Metrc API key to the CCA which eliminated duplicative compliance burdens on operators and delivered significant value to the County in data access to Metrc State and local tax escalators may also impact efforts to stabilize the industry. In fiscal year 2019-2020, the County delayed implementation of a local tax escalator and provided a delayed third quarter payment

without penalty to enable the industry to navigate market changes due to the COVID-19 pandemic. A continued commitment to reduce barriers to entry will encourage continued investment in an industry which has recently seen layoffs and retreating stock prices.

The Governor's Office is seeking input from local jurisdictions and stakeholders to continuously improve licensing agency services. To that end, the Office of Innovation under the California Health and Human Services (CHHS) Agency held workshops to gain input from stakeholders. Priority areas identified in one of the workshops were: 1) state and local communication; and 2) standardization of processes between the three agencies including online applications and databases.

The Cannabis Program entered into a Memorandum of Understanding with CDFA as a pilot participant to "test" CCTT monthly reports. The reports are very limited in nature and do not provide real-time data. The County supports an expanded format for local jurisdictions to access their industry's Metrc data to further enhance compliance and enforcement efforts.

Cannabis Statute of Limitations: In November 2016, when California voters passed Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act, section 26038 of the Business Professions Code did not specify a statute of limitations for civil penalties brought against persons engaging in commercial cannabis activities without a state license. As such, it defaulted to a one-year statute of limitations under section 340(b) of the Code of Civil Procedure. Due to the time required for these prosecutions, the Monterey County District Attorney's Office is seeking an increase in the statute of limitations from one to three years under this code section. Extending the statute of limitations for these cases would allow for better prosecution of black-market cases which is crucial to the successful implementation of Proposition 64 and which will in turn allow the legal cannabis industry to thrive.

War on Drugs: Monterey County recognizes that the War on Drugs has had a disproportionate effect on low income communities and communities of color, especially in regard to infractions for cannabis possession. As a result, the County supports policies that work to rectify these historical impacts.

Department of Cannabis Control – Provisional Licenses: AB 97 gives licensing offices authority to issue citations to licensees or unlicensed persons for any act or omission that violates or has violated any provision of the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"). Second, a provisional license can qualify without having held a temporary license if you have submitted a completed license application to the licensing authority, including evidence of compliance with the California Environmental Quality Act and with city and county ordinances. These provisional licenses are valid for one year and can be renewed for one-year terms until January 1, 2022. Third, no later than July 1, 2021, the Department of Food and Agriculture will establish a certification program that will allow labels for products considered "organic." Last, local equity programs can receive technical assistance to equity applicants or licensees. There is growing concern over the provisional license sunset clause that expires on January 1, 2022. As of December 2020, Monterey County has approximately 117 operators holding 26 annual licenses and 516 provisional licenses. There is concern that our licensees holding provisional licenses will not be eligible for the annual license because they may not be fully permitted at the local level. Monterey County requires a land use permit (entitlement), and the business operator must gain approval of the Cannabis Business Permit and the Annual Business License. Approximately 58 cannabis operators participated in two CEQA group studies. The larger study was approved by the Board of Supervisors in December 2020 with anticipating of reviewing eligible land use permits immediately. The remaining 39 applications will need to have a determination made if CEQA is required or how they will meet CEQA before July 1 ,2021.

Key Objectives:

Support efforts to change Federal regulations which restrict the use of federally insured banks and credit unions for cannabis revenues. Support legalization efforts that allow states to determine how to address commercial cannabis activity within their borders, and to declassify cannabis as a Schedule I drug. Support

additional funding for local law enforcement agencies to aid in enforcement activities. Support efforts that promote cannabis industry stabilization. Support efforts to extend the statute of limitations from one to three years to more effectively prosecute violators of commercial cannabis regulations.

Support efforts to preserve local government authority and control over taxation, revenues and fees, land use, and local regulatory control over sale, distribution, production, and cultivation. Support efforts to stall state tax escalators to allow for industry stabilization. Support efforts to develop uniform pesticide and other contaminant standards for adult use and medical cannabis, to develop uniform potency standards for cannabis products, and to develop enforceable standards for impaired driving to ensure public health and safety. Support policies and regulations to develop packaging which does not appeal to children, and to require childproof containers. Support efforts to develop effective public health campaigns and resources to address the impacts of cannabis on public health. Support efforts to implement a statewide track and trace technology system accessible to local programs in real time. Support efforts to develop state standards governing worker safety and security in the cannabis industry. Support efforts to establish funding to manage the impacts of cannabis growth including enforcement, monitoring, inspections, and health education. Support efforts to reduce environmental degradation and ensure the responsible use of resources including water and electricity in cannabis cultivation. Support efforts to extend provisional licenses currently set to sunset January 1, 2022.

Support Cannabis Equity Programs. Support policies and programs that focus on job placement, mental health treatment, substance use disorder treatment, system navigation services, legal services to address barriers to reentry, and linkages to medical care for communities disproportionately affected by past federal and state drug policies, also known as the War on Drugs.

INDUSTRIAL HEMP

Recent legislation made the cultivation of industrial hemp for fiber, seed, and extracts legal at the federal and state levels. Industrial hemp production includes cultivation of cannabis sativa plants, the same species of plant cultivated for the cannabis market. What differentiates legally between industrial hemp and cannabis varieties is the amount of tetrahydrocannabinol (THC) present in the flowering tops - under 0.3% THC is defined as hemp, and greater than 0.3% THC is defined as cannabis.

Monterey County Board of Supervisors adopted Ordinance No. 5314, effective August 31, 2019, establishing a pilot program for the cultivation and processing of industrial hemp in the inland unincorporated areas of the County. This ordinance added Chapter 21.49 to Title 21 (non-coastal zoning) of the designation (HMP district) establishing industrial hemp cultivation as an allowed use subject to certain restrictions under the pilot program and development of new industrial hemp processing plants with a use permit. The ordinance requires approval of registration by the Monterey County Agricultural Commissioner, limits the number of industrial hemp cultivation registrations that may be issued (not to exceed 30), provides for a maximum cultivated area of 100 acres per registration, and requires a three mile setback from existing legal commercial cannabis cultivation sites unless the setback is reduced or waived by mutual consent of the industrial hemp cultivator and the cannabis cultivator.

Funding for Enforcement: The County is under contract with the California Department of Food and Agriculture (CDFA) to perform work under the CDFA Industrial Hemp Cultivation Program. Maximum funding under the contract is $49,250. CDFA recognizes this funding level will not cover all costs incurred by counties for enforcement activities. The County may consider establishment of a fee for Industrial Hemp cultivation pursuant to Food and Agricultural Code Section 81005. (c) which provides that: “The board of supervisors of a county may establish a reasonable fee, in an amount necessary to cover the actual costs of the commissioner and the county of implementing, administering, and enforcing the provisions of this division, except for costs that are otherwise reimbursed pursuant to subdivision (b), to

be charged and collected by the commissioner upon registrations or renewals required pursuant to Section 81003 or 81004 and retained by the commissioner or the county, as appropriate. *(Amended by Stats. 2019, Ch. 838, Sec. 9. (SB 153) Effective January 1, 2020.)"*

Key Objectives:

Support efforts to increase funding for enforcement activities. Support efforts to develop uniform pesticide and other contaminant standards. Support efforts to fund local research of industrial hemp cultivation especially research of pollen travel and contamination.

TOURISM

Tourism is the number one industry on the Monterey Peninsula and the second largest industry in Monterey County. The tourism industry has been severely impacted by the COVID-19 pandemic, projecting a $1.4 billion loss in 2021 alone. Recovery of the tourism industry is of paramount importance and must be prioritized to protect the industry and the thousands of people it employs.

The hospitality industry annual provides Monterey County with millions in local tax revenues (e.g., sales tax, transient occupancy tax). This revenue provides communities with vital tax resources needed to invest in infrastructure improvements, programs and projects that benefit residents.

Monterey County has an abundance of open or undeveloped space and unique natural environments which lend themselves to tourism, eco-tourism, sustainable-tourism, and cultural-heritage tourism (e.g., Pinnacles National Park, Fort Ord National Monument, and numerous State, Regional and County parks). With proper marketing these assets can attract visitors for longer stays and more frequent visits, which benefit the local economy through increased visitor spending on lodging, food, retail, and other services. The attraction of recreational enthusiasts encourages the establishment of manufacturing, retail and service businesses which cater to the recreational equipment needs of visitors and residents. Tourism benefits can also be gained by collaborating with the Monterey County Convention and Visitors Bureau and national organizations such as Brand USA, the Jobs Originated through Launching Travel (JOLT Act), and the State of California Travel Program. Traffic congestion acts as a deterrent to tourist, exacerbating the need to support transportation and infrastructure projects which improve public safety, enhance roadway capacity, provide for more public transportation, and improve coastal and trail access for residents and visitors.

Key Objectives:

Support efforts which promote tourism, eco-tourism, sustainable-tourism, and cultural-heritage tourism, including support for federal, state, and local conservation and recreation areas; partner with other agencies to leverage the benefits of tourism to increase economic growth, create jobs, generate tax revenue and boost U.S. exports; fund infrastructure improvements and capital projects that support visitor travel and tourism.

ARTS & CULTURE

Through a 2018 community engagement process sponsored by the Board of Supervisors – which was conducted through phone, online and community forums – community members identified libraries as one of their top priorities.

Strengthening arts and cultural assets is vital to community development and can significantly contribute to economic development. Assets include those related to entertainment (e.g., theaters, performing groups), personal development (e.g., community centers, libraries, bookstores), education (e.g., schools,

museums), and communities (e.g., cultural events/festivals). A flourishing arts and culture sector can affect where workers want to live and as such is important for workforce recruitment and retention. Arts and cultural activities also promote economic development by attracting visitors and increasing the length of time and money they spend.

Key Objectives:

Support efforts that expand, strengthen, and support art and cultural activities and facilities, which improve the education, health, and well-being of both visitors and those who live in our communities.

EDUCATION, RESEARCH & MILITARY

★ **COVID-19 PRIORITY – EDUCATION:** *Schools are facing significant challenges which disparately impact students of color. Nearly 7,000 students/families do not have access to the tools they need for distance learning and over 10,000 students do not have internet access in their home because internet access is not available in their community or is unaffordable to their families. – See COVID-19 related education priorities on pages 12-13.*

The Monterey Bay Area has a diverse concentration of higher education, research and military institutions, particularly related to foreign language study, marine research, and international policy. The County is also home to the greatest collection of foreign language assets in the world and is directly involved in over 25% of the nation's post-secondary learning in languages other than English. In 2014, the Library of Congress approved a trademark for Monterey County as *"Language Capital of the World."*

Strengthening Monterey County's Military Missions: Monterey County has a long and proud military history and is honored to support the ten military missions located here which provide many local jobs. Safeguarding and strengthening local military missions is critical to our national security and local economic strength. In recent years, certain missions have been threatened with reductions or closures due to proposals such as Base Realignment and Closure (BRAC). The County supports efforts which work to enhance, grow, and protect national security assets in the Monterey Bay Area.

Key Objectives:

Support efforts to protect, strengthen and expand the missions of the military installations located within Monterey County. Oppose Base Realignment and Closure (BRAC) and similar Department of Defense proposals, which would diminish local missions, negatively impacting our regional economy.

OLD MONTEREY COUNTY JAIL

The Old Monterey County Jail located in Salinas, California, was built in 1931 in the Gothic Revival architectural style during the Art Deco period. It served as the County's primary jail until a new jail was completed in 1977. In 2004, the building was listed on the U.S. National Register of Historic Places reflecting its architectural significance and for areas where Cesar Chavez was imprisoned during the 1970 Salinas Lettuce Boycott – raising national attention. The 50th anniversary of this historic moment in labor and civil rights history took place in 2020. After extensive evaluation of multiple alternatives, the Board of Supervisors selected three preferred alternative redevelopment/rehabilitation project. The County needs funding to implement a capital project and repurpose of the historic jail/site.

Key Objectives:

Support efforts to secure local, state and/or federal funding for a capital project to repurpose the Old Monterey County Jail.

ADMINISTRATION

Efficient and Effective Government Operations

LEGISLATIVE PRINCIPLES – ADMINISTRATION

General

Support legislative and regulatory efforts that protect and enhance local governments' revenues, maximize County access to state and federal funding sources and increase local funding flexibility. Support efforts to increase local authority and control over revenues, governance, and service delivery – as well as protect the County against federal and state mandates that constrict its ability to manage its own affairs. Support efforts to provide funding or reimbursement at the actual cost of doing business for County administered programs, projects, and responsibilities. Support efforts to recruit and retain a highly skilled and professional county workforce, provide staff opportunities for professional development, and promote the recognition of employees as professionals in their fields. Protect the attorney-client privilege. Support full funding for mandated programs and oppose unfunded mandates and the imposition of unreasonable or unnecessary legislative, administrative, or regulatory burdens that add costs or risks to County and local operations. Support efforts to provide increased training opportunities to County staff to ensure public health and safety.

Local Revenue Generation

Support efforts that preserve the County's autonomy as the fiscal manager, administrator, and policy-making entity related to County funds. Support expanded authority to generate voter approved revenues at the local level. Protect the County's revenue sources, especially property, sales, commercial cannabis business and transient occupancy taxes. Oppose efforts to restrict, limit or eliminate local taxing authority and policies that have the effect of reducing revenues to state and local government (e.g., the tax-exempt status of municipal bond interest, and the deduction for state and local taxes). Support the County's authority to engage in public-private partnerships and other alternative financing mechanisms for infrastructure development.

Government Efficiency & Privacy

Support efforts to modernize the governance structure of County divisions and agencies or enter into strategic partnerships to improve the efficient delivery of government services. Support efforts to streamline operations, enhance access and use of digital and other information technologies, and add flexibility and discretion for counties to manage programs in the most efficient and cost-effective manner possible. Support policies that promote net neutrality and open access to information in any format. Support efforts to increase data privacy, limit third party access to data, safeguard against data breaches, and guard against election interference.

Civil Rights & Civic Engagement

★ **COVID-19 PRIORITY – LANGUAGE ACCESS:** *Since the pandemic began there has been a lack of communications and guidance documents in languages other than English. It is essential that these written and verbal communications be provided in non-English languages for communities where English is not the primary language. – See COVID-19 related language access priorities on page 12.*

★ **COVID-19 PRIORITY – VIRTUAL ACCESS:** *As a result of the need for social distancing during the pandemic, some requirements have temporarily been waived to allow access to County services by virtual means and to increase virtual participation in government. Making these changes permanent will increase the public's access to county government. – See COVID-19 related virtual access priorities on page 12.*

Support efforts that respect civil rights, provide equal opportunity for all, and pursue equity in all operations by developing a culture of diversity and inclusion. Support efforts to improve services to Limited English Proficiency (LEP) persons by providing services in the language spoken by our residents, including indigenous languages and American Sign Language. Support efforts to increase access to government for persons with different abilities using adaptive or assistive devices. Support efforts to improve the Department of Fair Employment and Housing's discrimination, harassment, and retaliation investigative process. Support efforts to increase diversity and inclusion in government boards, commissions, and committees. Support efforts to protect the constitutional rights and voting rights of County residents, the integrity of the election process, and equitable access to voter registration and voting. Support efforts to reform the election process and fund election administration to ensure reform efforts can be implemented. Support policies that create efficiencies and reduce costs in elections administration.

Strategic Collaboration

In matters where legislative pursuits align or are consistent with the interests of Monterey County, support other agencies' efforts. Collaborate with neighboring cities, counties, and other agencies on large-scale projects and regional planning efforts. Maintain effective relationships with the California State Association of Counties (CSAC), Rural County Representatives of California (RCRC) and National Association of Counties (NACo).

LEGISLATIVE PRIORITIES – ADMINISTRATION

LOCAL GOVERNMENT FUNDING AND AUTHORITY

★ **COVID-19 PRIORITY – STATE AND FEDERAL SUPPORT AND INVESTMENT:** *Despite recent investments, counties cannot continue to meet the unprecedented demands in public health, emergency response, and other vital services without additional state and federal support. Declining local revenues, coupled with increasing demands on county delivered safety net services makes the County's situation unsustainable, and puts the health and security of the public, especially communities of color, at risk. – See COVID-19 related state and federal support and investment priorities on page 6.*

It is essential that the County work to protect and enhance local government revenues, maximize access to State and Federal funding sources and increase local funding flexibility. Local authority and control over revenues, governance, and service delivery – as well as protection against mandates that constrict the County's ability to manage its own affairs is essential. Efforts must be supported which provide funding or reimbursement at the actual cost of doing business for County administered programs, projects and responsibilities and vigilantly oppose unfunded mandates and the imposition of unreasonable or unnecessary legislative or regulatory burdens that add costs or risks to operations.

Federal and State Aid: Monterey County receives funding from the Federal and State government to administer health, welfare, and public safety programs. The County also receives revenue from competitive grant programs. Total Federal and State aid to the General Fund for Fiscal Year 2020-21 is

estimated at 34% of total financing. Social service and health programs rely heavily upon and are the largest recipients of this aid. However, funding to counties to deliver required services has not kept pace with costs.

Discretionary Revenues: The County's primary discretionary revenue sources are property, sales, commercial cannabis business taxes and transient occupancy taxes. These revenues support most County services and basic functions (e.g., public safety, criminal justice, health, public assistance, land use, recreation, environment, administration).

Targeted Federal and State Advocacy: The County's state and federal legislative advocacy efforts work to support or defend legislative, regulatory or budget actions that impact resource, operation, revenue or funding opportunities for County projects and programs. The Board of Supervisors has a Legislative Program and Strategic Grant Services Program to aid County departments in legislative efforts and priority project grant applications. These programs work in close collaboration to advocate for maximum state and federal program funding which translates into locally available funding opportunities. The County's lobbyists and grant consultants are key to these efforts, working with state and federal agency staff to shape rulemakings and guidance for programs that impact County finances and operations.

Local Authority: The County must have adequate authority, operational flexibility, and resources to meet its role as an agent of the State and local service provider. The County supports efforts to ensure local discretionary control over governance issues and the delivery of services. The County opposes the transfer of programs from the State to counties unless program control and flexibility are also shifted, and adequate State funding is guaranteed.

Transparency: The County supports transparency in its operations and business decisions, open government, and freedom of information as it executes its responsibilities. The County believes that the transparency of public spending strengthens democracy, promotes fiscal responsibility, and bolsters public confidence.

Key Objectives:

Support efforts to secure and enhance State and Federal revenues and funding for local government operations and programs; preserve the County's autonomy and local authority as the fiscal manager, administrator, and policy-making entity related to County funds; and to expand authority to generate voter approved revenues at the local level. Support efforts to increase transparency in the way the County conducts its business, modernize the governance structure of County divisions and agencies, and enter into strategic partnerships to improve the efficient delivery of government services. Support efforts to enhance and equitably distribute constitutionally guaranteed funds to counties for realigned public safety, health, and human services programs. Oppose administrative and regulatory burdens which unnecessarily add risks or costs to County business activities. Oppose federal efforts to eliminate or limit local taxing authority, the state and local tax deduction, the tax-exempt status of municipal bonds, and other tax policies that have the effect of reducing revenues for state and local governments.

2020 CENSUS AND REDISTRICTING

★ **COVID-19 PRIORITY – CENSUS AND REDISTRICTING:** *Billions of dollars hand in the balance for essential programs, services, and infrastructure – and government representation from the Congressional level to local county supervisorial districts. See COVID-19 related census and redistricting priorities on page 6.*

The U.S. Constitution mandates that the federal government conduct a decennial census. Census data is used to determine federal funding levels to states for a variety of critical programs including health care, social services, transportation, public safety, and more. Based on 2010 Census data, California receives

over $76 billion dollars from the federal government for more than 70 programs. Only 70% of Monterey County's population completed the 2010 Census questionnaire, resulting in a significant undercount. Locally, an inadequate Census count in 2020 would greatly disadvantage the County's ability to serve vulnerable residents who rely on federal programs.

Monterey County formed a Complete Count Committee (CCC) including a broad spectrum of government and community leaders from education, business, healthcare, and other community organizations. These trusted voices developed and implemented a 2020 Census awareness campaign based upon their knowledge of the local community to encourage response and worked to ensure access to the online questionnaire is available in census tracts with the highest rates of Hard to County (HTC) populations in Monterey County.

The National Urban League Litigation

2020 Census Operations began on March 12, 2020. Due to the COVID-19 pandemic, in April 2020, the U.S. Census Bureau implemented a "COVID-19 plan" extending its operations to account for this delay. Census activities were temporarily suspended until June 1, 2020, and the window for field data collection and self-response was extended from July 31, 2020 to October 31, 2020, allowing for apportionment counts (the numbers used for dividing up congressional seats among the states) to be delivered to the President by April 30, 2021 instead of the statutory deadline of December 31, 2020. But on August 3, 2020, the Secretary of Commerce announced a new schedule under which the Bureau greatly compressed, as compared both to the original schedule and to the COVID-19 Plan, the time allocated to various stages for completing the census. The Census Bureau scheduled its field operations to end September 30, 2020 and its apportionment counts to be completed by December 31, 2020.

Leading a coalition of counties, cities (including the City of Salinas), advocacy organizations, and individuals, the National Urban League filed a federal lawsuit in the U.S. District Court for the Northern District of California (San Jose) to challenge the Trump administration's decision to abandon the U.S. Census Bureau's COVID-19 plan and rush the data-collection and data-processing timelines for the 2020 Census. On September 24, 2020, the U.S. District Judge issued a preliminary injunction, preventing the Census Bureau from operating on the timeline it laid out in its rush plan. The Ninth Circuit Court of Appeals granted a partial stay of the preliminary injunction, under which the Census count had to continue until October 31, 2020. The federal government appealed these decisions to the Supreme Court. On October 13, 2020, the U.S. Supreme Court stayed the preliminary injunction in its entirety, thereby allowing the Census Bureau to cease its Census operations on October 16, 2020 at 2:59AM.

On November 13, 2020, the National Urban League and other plaintiffs appeared before the U.S. District Judge requesting that the court compel the Census Bureau to revert to its COVID-19 plan pushing back from December 31, 2020 to April 30, 2021, the deadline for turning in apportionment counts. The plaintiffs stated that the Census Bureau's rush to finish the count in order to meet the shortened deadline violated its duties under the Constitution and forced census takers to cut corners, jeopardizing the accuracy of the count and leading to an undercount of Black, Latinx and Native American communities. The parties are headed for trial in early 2021.

Field Data Collection and Self-Response in Monterey County

The Census Bureau and California Complete Count Committee provide periodic updates on the Self-Response Rates (SRR). As of October 27, 2020, California has an SRR of 69.6% and Monterey County at 65.6% (Final 2010 rate 64.4%).

Challenges in Obtaining an Accurate Census Count in Monterey County

Hard to County (HTC) Communities: County HTC communities are well-documented by the U.S. Census Bureau, with an estimated 35% of the population living in HTC neighborhoods comprised of populations

historically missed in the census at disproportionately high rates (e.g., people of color, young children, immigrants, and renters).

Citizenship Question: The 2020 Census proposed inclusion of a question about citizenship. The County joined the State of New York and other government entities from around the country in litigation against the U.S. Department of Commerce and the U.S. Census Bureau regarding inclusion of the citizenship question. While the Supreme Court ruled that the U.S. Department of Commerce's decision to add a citizenship question violated federal law, the threat of the question exacerbated fears of sharing personal information and filling out the Census, particularly among immigrants and people of color. While the citizenship question did not appear on the 2020 Census, for many county residents uninformed of the Supreme Court ruling, fear and mistrust of the federal government remains at an all-time high. The Census Bureau's 2020 Census Barriers, Attitudes and Motivators Study Survey Report revealed that nearly half of the study participants expressed concern about the confidentiality of their responses. Almost one quarter of participants were "extremely concerned" or "very concerned" that their responses would be used against them. According to a recent report by the Public Policy Institute of California, Monterey County has the highest percentage of noncitizens of any California county, 21.7%.

Data Security: While significant steps are taken to protect the privacy of data collected, doubt may remain among some participants about personal information being used for non-census related purposes or access by other agencies, such as law enforcement.

Apportionment and Redistricting: Under Article I, Section 2 of the Constitution, seats in the House of Representatives are apportioned among the states by population, as determined by the census conducted every ten years. The apportionment results were expected to be submitted to the President by December 31, 2020 and redistricting data submitted to the states by April 1, 2021. However, the COVID-19 pandemic and federal litigation have created uncertainty in the timeline for processing census data that will be used in the apportionment and redistricting process. The anticipated involvement and responsibilities of the County will be determined at that time but will include a redistricting process for County Supervisorial districts.

Key Objective:

Support legislative and administrative policies that ensure the accuracy and completeness of collected census data that reflects the total resident population in each state, including noncitizens.

SOCIAL, HEALTH, AND RACIAL EQUITY

★ **COVID-19 PRIORITY – DISPARATE IMPACTS:** *The "COVID-19 Pandemic Disparate Impact Report" identifies the underlying conditions that have contributed to the racial disparities present in the data and statistics of those most impacted by the pandemic in Monterey County. - See COVID-19 pandemic disparate impact legislative priorities on pages 6-13.*

Monterey County supports policies and practices that promote equity and reduce disparities based on race, ethnicity, national origin, immigration status, gender, sexual orientation, gender identity, age, disability, and socioeconomic status. Policies should address all forms of racism, particularly institutional and structural racism, which have historically played a central role in creating and perpetuating persistent social and health inequities. Despite progress in addressing explicit discrimination in these policy areas, inequities continue across the nation. These inequities exist across all indicators for success, including education, criminal justice, jobs, housing, public infrastructure, and health, regardless of region. Identifying and addressing the root causes of these disparities is needed to understand the unintended consequences of policies, systems and institutional biases which may marginalize certain communities.

Monterey County has developed a Governing for Racial Equity Action Plan that will move a theory of change into action to achieve a collective vision of equity and drive institutional and structural change across County departments.

Ethnic studies are an interdisciplinary field of study that encompasses many subject areas. Ethnic studies courses offer a benefit and critical need to our society, focused on an in-depth comparative study of the history, politics, culture, contributions, challenges, and current status of ethnic groups in the United States. The County supports efforts to require students to learn the national origins of ethnic groups and their transnational linkages.

Key Objective:

Support efforts, policies and practices that eliminate disparities based on race, ethnicity, national origin, immigration status, gender, sexual orientation, gender identity, age, disability, and socioeconomic status, to ensure equitable opportunities and better futures are available to all Monterey County residents. Support efforts to fund and implement proven Governing for Racial Equity practices across County departments. Support efforts to require ethnic studies courses for high school and college students.

HEALTH & HUMAN SERVICES

Health Equity and Wellness for Monterey County Residents

LEGISLATIVE PRINCIPLES – HEALTH & HUMAN SERVICES

General

Assure that adequate protections are in place to provide equitable opportunities for all individuals to realize their full potential and provide for needed public health, safety, and social service programs. Support state and federal actions that promote the health and welfare of the County's most vulnerable residents. Support efforts to fund, expand, coordinate, and improve the County's health care safety net system, including COVID response funding. Support reforms to fully fund comprehensive health care programs, providers, and facilities for every resident, without adversely affecting the local economy and business community. Oppose funding cuts to critically important health and human service programs, such as Medicaid (Medi-Cal in California), Medicare, and Disproportionate Share Hospital (DSH) funding, and efforts that reduce local flexibility in the implementation of such programs. Support initiatives that eliminate or indefinitely delay implementation of DSH cuts. Oppose policies that limit access to private health insurance. Support state efforts to negotiate a waiver extension and a new five-year waiver with the federal government that enhances matches or provides additional Medicaid (Medi-Cal) funding to California counties. Support funding for, and policies that, assure parity for mental health and substance use disorder prevention and treatment. Oppose attempts to require website posting of hospital contracts which would affect the hospital's ability to compete, increase potential lawsuits, and place an undue burden on County business. Oppose federal surprise billing initiatives that will severely impact hospitals' ability to be adequately reimbursed for the provision of services. Support efforts to terminate price transparency rules that are effective January 2021. Support efforts to fund electronic health records integration and implementation so health information exchange efforts can expand. Support changes in federal substance abuse confidentiality rules to allow for streamlined information sharing.

Public Health

Support policies and funding that preserve and expand primary prevention and essential public health functions. Support efforts that foster social equity in the areas of community health, health care access, education, and disease prevention. Support efforts to create safe neighborhoods and invest in affordable housing to assure the environment is supportive of making healthy choices that lead to healthy lifestyles, with a focus on early childhood development, prevention of childhood obesity, promotion of maternal and child health, and youth violence prevention. Support efforts to create climate resilient communities. Support efforts and policies that promote environmental health regulations that require businesses and individuals to follow public health principles that protect people and the environment. Support efforts to allow streamlined information sharing across multi-sector entities to improve coordination of care and client outcomes.

Social Services

Support efforts to preserve and advance social services by providing the authority and resources required to promote the social and economic self-reliance of individuals and families, and for the protection of children, elders, and dependent adults. Support efforts to restore funding and clarify state/county responsibilities for county provided social services. Encourage and support the State's efforts to secure funding and federal waivers resulting in additional resources for counties and community-based social service providers. Support efforts to provide funding and policies to address the unique needs of veterans and their families.

PUBLIC HEALTH, HEALTH CARE COVERAGE, ACCESS & INTEGRATION

★ **COVID-19 PRIORITY – HEALTH:** *Access to quality healthcare is a fundamental human right. Communities of color have higher rates of underlying health conditions (e.g., diabetes, heart disease, lung disease, etc.) linked to more severe cases of COVID-19. Communities of color also have less access to quality health care and are disproportionately represented in essential frontline jobs that cannot be done from home, increasing their exposure to the virus. – See COVID-19 related health priorities on pages 7-8.*

Through a 2018 community engagement process sponsored by the Board of Supervisors – which was conducted through phone, online and community forums – community members identified quality health and mental health services as some of their top priorities.

California counties play a critical role in serving those most in need through the provision of public health, communicable disease control, behavioral health, social services, and a strong public safety net health care system. Funding cuts during the great recession left significant underfunded infrastructure needs for public health and communicable disease control. Restoration of these funds in particular are needed for a comprehensive infectious disease control system in California to combat emerging and reemerging diseases.

Additionally, the reduction of health inequities is a critical need that can be accomplished through intentional systems change to improve the social determinants of health and increasing the proportion of county residents covered by health insurance. System changes include fostering the promotion of health and prevention strategies, developing multi-sector coalitions using collective impact to address complex issues, expanding health care coverage, and partnering health care delivery with public health. These efforts are an intentional move up-stream from the treatment of illness associated with communicable and chronic disease to advance a policy, systems and organizational change approach to address the underlying environmental factors and conditions that influence health and health behaviors.

Monterey County faces numerous health-related issues (e.g., childhood obesity, youth violence, and adult onset diabetes). The County has adopted a strategy of "Health in All Policies" as part of its efforts to eliminate social, racial, economic, and environmental inequities that impede the attainment and maintenance of good health, including health care access. The County supports a broad system-wide and public health prevention approach to reduce risk factors that exacerbate health inequities, maintain, and strengthen the County's role in health care reform, and the health of the public safety net health care system.

The safety net health care system and access to it provides residents with opportunities for routine care. Those opportunities include comprehensive health care insurance coverage, continued support for those with pre-existing conditions, reimbursement mechanisms that cover the costs of providing health care, and support for a twelve-month extension of the Medi-Cal 2020 waiver, and the five-year renewal of California's Section 1115 new Medicaid waiver.

Key Objectives:

Support efforts that reduce health inequities, improve health care access for all (e.g., Esperanza Care), promote primary public health prevention, fund interventions to prevent emerging and reemerging communicable diseases, and strengthen communities (e.g., social support networks, community design, clean energy, public transportation, access to education, employment practices, alternatives to incarceration, restorative justice, etc.). Support funding and policy changes to support population-based

chronic disease prevention efforts such as the creation of funding of a State Wellness Trust with allocations to counties and other key partners to implement programs, policies, and strategies to prevent chronic illness.

Support efforts promote and fund health prevention efforts, address Adverse Childhood Experiences (ACEs), behavioral health, communicable and chronic disease, positively impact current and future health outcomes, promotes the integration of cognitive and physical health, mental health, behavioral health, and other types of preventive services and healthcare in unified service delivery models.

Support efforts to improve the design and care of built and natural environments to be culturally supportive of healthy living throughout the county. Support increased information and resources to empower community members to choose healthy eating, active living, and drug free lives.

Oppose efforts to repeal or diminish funding or services under the Affordable Care Act, or to limit the scope of the Children's Health Insurance Program (CHIP). Oppose efforts that reduce funding for public health, shifts costs to local health departments, or create unfunded mandates. Oppose legislative and executive actions such as the Centers for Medicare and Medicaid Services (CMS) proposed rule or Medicaid Fiscal Accountability Rule (MFAR) that could limit Medicaid supplementation payments and other financing arrangements which would limit the County's funding sources for federal government programs. Support efforts to stabilize and strengthen public safety net health care systems and pharmacy benefits. Support efforts to provide higher Medi-Cal and Medicare reimbursement levels for inpatient and outpatient services, and substance abuse disorders. Support expansion of coverage for low-income individuals, families and seniors through Medi-Cal and Medicare programs, regardless of legal status. Support the continued implementation of Medi-Cal 2020 and development of the new Medi-Cal Waiver for California and its public health care systems to lead the nation towards care for low-income and vulnerable patients that emphasizes preventative and patient-centered care in the right place at the right time.

BEHAVIORAL HEALTH

Counties provide specialty mental health and substance use disorder services on behalf of the state through county-run mental health plans. The various and complicated funding streams that support behavioral health services include such sources as the 1991 and 2011 Realignments, the Mental Health Services Act, and new homeless funding. The Affordable Care Act has improved behavioral health service delivery, but additional funding and reforms are needed. The development of an integrated and comprehensive system of care that includes supports for behavioral health prevention and treatment programs will lead to reduced costs, improved equity for behavioral health care, enhanced patient outcomes, reduced mental health stigma, and reduced treatment delays and safety issues.

The County needs expanded mental health beds and program space in its adult detention and mental health facilities. Due to the limitations of the detention facility, mentally ill inmates are housed in a variety of locations which creates challenges and security issues. Funding is needed for the construction of dedicated mental health beds for adults and juveniles, individual and group mental health therapy and program space, safety cells, and in and out of custody offender programming needs. The County's only locked 5150 mental health facility is located at Natividad Hospital. There has been a significant increase in the demand for inpatient mental health beds. Funds are needed to expand beds and program space to better serve the adult and juvenile population, and to engage in behavioral health community outreach and education.

Key Objectives:

Support efforts to enhance the comprehensive behavioral health system, including broader support to expand transitional and permanent housing for the homeless and disabled. Support local control over spending priorities for the Mental Health Services Act (MHSA)/Proposition 63 funds, inclusive of the innovation component for funds. Support efforts to prohibit the funds currently allocated to counties from being re-directed by the State for other purposes. Support efforts to require coverage and increase reimbursements for mental health and substance use disorder services; give counties flexibility to blend mental health, alcohol and drug treatment funds and direct funds to areas of greatest need; and increase availability of services to the uninsured. Support efforts to secure funding to construct mental health beds and program space for residents of all ages.

PUBLIC CHARGE DETERMINATIONS

In October 2018, the U.S. Department of Homeland Security (DHS) proposed a new rule for "public charge" determinations, making it harder for immigrants to enter the U.S. and to apply for a green card. Public charge is a concept under U.S. immigration law that refers to an immigrant who is likely to become primarily dependent on the government for subsistence. Immigration officials can deny applications for a visa or legal permanent resident status if they determine an individual is likely to become a public charge. Individuals deemed to be a public charge can be denied a visa or green card, which could lead to their falling out of legal immigration status and becoming deportable.

Under long-standing Federal policy, the only benefits that count towards the public charge test are cash assistance programs such as Temporary Assistance to Needy Families (TANF) and Supplemental Security Income (SSI), and long-term institutionalization at the government's expense. The proposed rule would include: Supplemental Nutrition Assistance Program (food stamps/CalFresh); Medicaid/Medi-Cal (other than emergency medical services and certain disability services provided by schools); Section 8 housing vouchers and Section 8 project-based rental assistance; subsidized housing assistance under the Housing Act of 1937; and Medicare Part D premium and cost sharing subsidies.

Consequences if the Proposed Rule Goes into Effect:

- It will increase the risk that vulnerable residents, especially children, will not have adequate access to medical care (i.e., Medi-Cal) and adequate food resources (i.e., CalFresh).
- Immigrant families may be forced to choose between using public benefit programs that help keep them stay healthy and remain stable but could jeopardize their immigration application or forgo vital services like preventive care and food assistance. The Fiscal Policy Institute estimates the public charge proposed rule would extend to 24 million people in the U.S., including 9 million children.
- In Monterey County, staff providing community benefits have reported customers requesting to have their benefits terminated or applications withdrawn specifically due to concerns with the proposed rule change. Customers are sharing heightened levels of fear and advisement from legal representation as reasons why they no longer desire to receive services such as Medi-Cal, CalFresh and CalWORKs.
- Monterey County residents receive approximately $75 million in CalFresh benefits to supplement their nutrition budgets. A 10% reduction in enrollment for just this program could result in a $7.5 million reduction in federal funds for Monterey County's economy.
- Emergency services provided by the County would be impacted by an increase in uncompensated care because individuals will not want to apply for Medi-Cal. These individuals will likely wait until they are severely ill to seek treatment. Unfunded inpatient days could increase because patients cannot be

discharged to outpatient care, dialysis or home health. The number of self-pay patients and bad debt will increase, putting an increased burden on hospital programs.

- Monterey County could experience an increase in communicable diseases such as tuberculosis, influenza, chicken pox and measles because residents will not seek treatment, vaccinations and/or immunizations.

Key Objectives:

Support efforts to block the rule from going into effect. Oppose any changes or policies that add additional programs to the assessment for visa or green card applications or that make receiving qualified benefits more difficult. Advance policies that strengthen, rather than undermine, health and nutrition programs that impact the healthy development of children.

PUBLIC GUARDIANS, ADMINISTRATORS AND CONSERVATORS

Public Administrators, Public Guardians and Public Conservators act under the authority of the California Supreme Court but are solely a County function and mostly funded with County General Funds and some fees collected through the conservatee's estate. These funding sources have not kept pace with the increasing demand for services and there has been a rise in interest in conservatorships as vehicles to help manage criminally involved and homeless populations.

Key Objectives:

Support efforts that would provide adequate and sustainable funding for public guardians, conservators, and administrators to ensure quality safety-net services including securing and safeguarding financial assets for all who qualify. Oppose additional duties, mandates, and requirements for public guardians without the provision of adequate funding to carry out these services. Support efforts to enhance placement capacity for public guardians, as California severely lacks safe and secure housing for the majority of residents under conservatorship.

Support efforts to create a suitable designation for persons with traumatic brain injury, dementia, or co-occurring mental illness and dementia; and extend Medi-Cal Managed Care or private insurance coverage to provide appropriate coverage, placement, and treatment options for these individuals.

PUBLIC HEALTH AND PREVENTION POLICIES: CANNABIS AND TOBACCO

Legalization of recreational cannabis may exacerbate existing health disparities such as low birth weight, poor mental health outcomes, or lower high school graduation rates for children and youth. Increased cannabis use may lead to cannabis dependency and attendant health and social harms. While tobacco use has declined in Monterey County for the past few decades, lung cancer is the number one cause of cancer deaths, the use of electronic smoking devices and other smokeless tobacco products has been on the rise, and smoking rates among youth are increasing. The proliferation of tobacco product categories, flavored products, and the evolution in tobacco marketing appear to be fueling teens switching from traditional cigarettes to a new generation of tobacco products. And the use of electronic smoking devices is linked with cannabis as well as tobacco. In a 2016 National Youth Tobacco Survey, 9% of students surveyed said they had used an e-cigarette device with marijuana, THC (tetrahydrocannabinol) or hash oil or THC wax.

Key Objectives:

Support efforts that increase funding for cannabis and tobacco education programs and to study the impacts of cannabis use and legalization on public health. Oppose efforts to exempt electronic nicotine delivery systems, such as e-cigarettes, from tobacco control laws and regulations. Support legislation regulating the sales and marketing of smokeless tobacco products, restrict sale of flavored nicotine-containing products, and establish a minimum price or minimum package size for all tobacco products.

EARLY CHILDHOOD DEVELOPMENT

★ **COVID-19 PRIORITY – CHILDCARE:** *Local economic recovery from the COVID-19 crisis hinges on the ability of many county residents, especially those who work in industries deemed essential, to access childcare so that they can return to work. – See COVID-19 related childcare priorities on page 11.*

Through a 2018 community engagement process sponsored by the Board of Supervisors – which was conducted through phone, online and community forums – community members identified early learning and preschool programs as some of their top priorities.

There is a total of 47,545 children ages 5 and under in Monterey County, accounting for 7.4% of the population. Using measures that supplement federal poverty data (e.g., cost of living), Monterey County (combined with San Benito County) has the highest child poverty rate in the state, at 31%, with 25.5% of children being food insecure. Monterey County has one of the highest rates of children living in overcrowded housing in the state, at 36.3%.

Research clearly shows that for children to thrive they need good health and quality early learning experiences that unfold within strong family environments. Without early intervention children for whom these statistics are a reality are likely to experience adverse consequences into adulthood - resulting in higher health care costs, a poorly educated workforce, and lifelong dependence on public assistance. Targeted interventions to improve conditions during early childhood offer a greater return on investment than interventions later in life. With a strong investment in early childhood development, all children will be able to contribute to the local economy through increased human productivity.

Key Objectives:

Support efforts to ensure that parents and primary caregivers are well-informed and capable of supporting their children physically, emotionally, mentally, intellectually, and financially (e.g., preschool for all, increase opportunities and access to culturally relevant, trauma informed care, education, and services, along with timely and appropriate information to support families). Support efforts to strengthen families' equitable access to quality early childhood services that meet a variety of family needs (e.g., early childhood workforce development, improved access to quality and developmentally appropriate early care, increase number of quality childcare providers, improved reimbursement rates for licensed childcare providers) with an emphasis on families with children ages birth-three. Support efforts to ensure children are physically, mentally, socially, and emotionally healthy (e.g., increased availability and equitable access to social determinants of health: healthy food, affordable housing, trauma and special needs services, minimize harmful environmental health risk factors, child friendly workplaces). Support efforts to ensure that the early childhood development system is comprehensive, cohesive, and navigable (e.g., increase coordination, collection and sharing of data and best practices, increase coordination of whole family services and support for children and families, increased early childhood investments, immigration reform that benefits children and families, quality infrastructure development or improvement). Support efforts to increase funding for early childhood development systems, programs, and First 5 Monterey County.

Bright Beginnings Early Childhood Development Initiative: Framework & Strategy Priorities

- ☆ An equitable system that supports all children and families.
- ☆ Families surrounded by support: implement an integrated, holistic, family-centered support system of screening, care coordination referrals and services; scale up home visiting programs for families with young children; expand paid family leave, protect and support breastfeeding, and implement other family-friendly business practices
- ☆ Empowered and Resilient Families: improve support for parent's and caregiver's mental health; expand access to parent-child play groups.
- ☆ Caregivers support children's growth and learning: embed parenting and child development supports in health and other public services; establish capacity support for family, friend and neighbor caregivers; scale up effective parenting programs.
- ☆ Transform early care and education systems to increase access and improve quality.
- ☆ Design coherent public policies that will improve the lives of children and families.
- ☆ Cross-cutting strategies: generate sustainable funding for early childhood services; engage families with young children in shaping local and regional policies, budgets and services; capacity development and awareness raising.

PROMOTE CHILD WELL-BEING AND PREVENTION OF CHILD ABUSE

★ **COVID-19 PRIORITY – PROTECTING YOUTH AND FAMILIES:** *The pandemic has added major stressors to children and families, especially in communities where there is a higher incidence of the virus. Economic challenges, school closures, and social isolation further add to the problem and place additional stress on family units. – See COVID-19 related youth and family protection priorities on page 11.*

Monterey County continues to pride itself in having a strong child welfare system that invests substantial local discretionary funds into child abuse prevention and early intervention programs. The County has one of the lowest foster care entry rates in the state, further reflecting our prevention efforts. With the statewide implementation of Continuum of Care Reform (CCR) the County is putting an ever-increasing emphasis on keeping children with kin whenever possible, to include a formal foster care setting. This includes doing an extensive search for family and supporting kin caregivers as formal resource families. Monterey County continues to struggle with challenging community demographics ranging from overcrowded and unstable housing to co-occurring mental health and substance abuse disorders, along with youth and family violence.

In 2016, the Monterey County Department of Social Services began a community dialogue to develop a Roadmap to Child Well-Being. The dialogue is being facilitated by the American Public Human Services Association (APHSA) with the support of the staff to the National Commission to Eliminate Child Abuse and Neglect Fatalities, and includes national, state and local stakeholders. In 2018, the formalized work was complete and next steps were outlined by the team. This has included a comprehensive review and update of our local mandated reporter training, collaborating to bring forth evidence-based Nurse Family partnership with the Health Department, and work on providing more grass root supports for the community by those in the community.

Key Objectives:

Support policies that expand funding for child abuse prevention services to meet collaborative next steps outlined through the work with APHSA. For children and youth who enter foster care, locate kin to be

trained and supported as caregivers along with recruiting and preserving Community Resource Families (formally known as foster families). Support policies to improve the integration of data among youth serving agencies, including child welfare, public assistance, behavioral health, physical health, education, and public safety. Support funding to assist with housing for children, families and emancipating foster youth. Support funding for social work workforce development and education programs. Support funding to sustain and expand primary prevention efforts such as the Nurse Family Partnership and relative support programs. Support the gathering of community through Child and Family Teams as best practice to get the individual needs of the family met. Support funding and programs for parenting education, domestic violence prevention, and childcare training for family, friends and neighbors who provide unlicensed care. Support resources to expand life skill training for pre-teens and teens. Support staff and community coaching around the Child Welfare Core Practice Model to best serve those who are in need of services. Support funding for the recruitment foster parents for probation foster youth and children-family teams.

SUSTAIN AND STRENGTHEN SAFETY NET & EMPLOYMENT SUPPORT RESOURCES

★ **COVID-19 PRIORITY – PUBLIC ASSISTANCE FOR BASIC NEEDS:** *Safety net services are a critical element of community well-being that help struggling households survive and thrive. See COVID-19 related public assistance priorities on page 9.*

Safety net services are a critical element of community well-being that help struggling families and individuals survive and thrive. According to the 2016 American Community Survey 16% of all Monterey County residents have incomes below the federal poverty level (FPL) and 24% of children live in poverty. When the high cost of living in Monterey County is taken into consideration – the effective poverty rate climbs. The FPL represents a bare minimum threshold. A better standard is the self-sufficiency standard budget which considers average costs for various household budget items (housing, food, childcare, etc.). Using this standard, 59% of households with children in Monterey County have annual incomes below the self-sufficiency standard.

Key Objectives:

Support funding for basic assistance to individuals who work in lower wage jobs, are underemployed or are unemployed through CalFresh and the Supplemental Nutrition Assistance Program (SNAP), CalWORKs Employment and Training Services, the Women, Infants, and Children (WIC) program, child care programs, Community Action programs and the CalWORKs/Temporary Assistance to Needy Family (TANF) programs. Support efforts that ensure a living wage for all Monterey County residents. Support funding for programs that help prevent homelessness and rapidly secure housing (HUD Homeless Assistance, CalWORKs Housing Support). Support improvements to the TANF program to modify work participation requirements to better match individual family needs and local economic circumstances, the need for wrap around services for families struggling through crises, and to recognize additional costs to communities as a result of ongoing funding stagnation and high unemployment caused by job loss due to the COVID-19 pandemic. Support expansion of wage subsidy programs for households served by both CalFresh/SNAP and CalWORKs/TANF, and CalWORKs Employment Training Services – these programs have proven to be effective local resources for promoting self-sufficiency and establishing a positive work history.

ASSURE SAFE & LEGAL SHELTER FOR ALL

Through a 2018 community engagement process sponsored by the Board of Supervisors – which was conducted through phone, online and community forums – community members identified affordable housing, displacement prevention, and services for homeless individuals and families as some of their top priorities.

California's poverty and homeless rates remain among the highest in the nation, affecting all Californians including children, adults, veterans, seniors, and families. The deepening homelessness crisis not only takes a toll on those who live without adequate shelter or housing, but it also diminishes the community as a whole.

The Governor and Administration have invested and proposed additional significant resources to address homelessness and homelessness prevention, including resources for local governments to house the homeless population during the COVID-19 pandemic. The Governor's Council of Regional Homeless Advisors created a Comprehensive Crisis Response Strategy that outlines proposed next steps to further California's homeless related public policy goals aimed at: dramatically reducing street homelessness; breaking down barriers to accessing mental health and substance abuse services; reducing the cost and increasing the supply of housing options; and preventing people from becoming homeless. In addition to focusing on implementing and funding these next steps, as a result of the COVID-19 pandemic the Governor and Legislature created Project Roomkey. The goal of this program is to provide non-congregate shelter options for people experiencing homelessness, to protect human life, and minimize strain on the health care system.

The 2019 Monterey County Homeless Point-In-Time Census and Survey identified 2,422 homeless individuals, 76% of which were unsheltered. According to the California Department of Education, 9.6% of K-12 students met the broader definition of homeless used by education. This staggering figure is matched by data from the American Community Survey which states that 39.8% of children live in crowded housing. The McKinney-Vento Act, which provides states with funding for the education of homeless students, defines homeless children and youth as those who lack a fixed, regular, and adequate nighttime residence. Under this definition, Monterey County's student homeless population is approximately 9,900. Rapid response to the unsheltered homeless and public encampments is necessary, as are midterm strategies such as establishing low-barrier transitional housing and bridge communities. The long-term goal is to provide safe, healthy, accessible, affordable housing for all.

Key Objectives:

Support the fair and equitable calculation and distribution of State and Federal funds to counties to provide services to all homeless populations. Support the proposed goals of the Governor's Council of Regional Homeless Advisors aimed at: reducing homelessness; increasing access to mental health and substance abuse services; reducing the cost and increasing the supply of housing options; and homeless prevention. Support resources for local government to house the at-risk homeless population during the COVID-19 pandemic. Support efforts to provide on-going funding to support services and operations that would utilize the new facility and maintain high quality services that assist homeless individuals and families navigate the continuum of care. Strengthen "by right" permitting or CEQA streamlining for safe parking programs. Support efforts that address the homelessness issue in all California communities, ensuring that counties, as the social services providers, are at the forefront of all solutions addressing homelessness. Support efforts to expand housing subsidies to prevent loss of housing and provide long-term assistance to sustain housing. Support efforts that encourage and facilitate the production of housing that is attainable to households at or below 30% of average median income. Support innovative approaches to increase affordable housing availability (e.g., rent control, facilitating construction of

accessory dwelling units). Support additional resources for local shelter, transitional, and permanent supportive housing programs. Support efforts to prevent homelessness and to assist the current homeless population with coordinated services, health services, health access, and other health supports. Support an increase in student homeless funding under the McKinney-Vento Act.

STRENGTHEN RESOURCES FOR SENIORS AND PEOPLE LIVING WITH DISABILITY

Long-term services and supports help all individuals live successfully while maintaining dignity and independence in their homes and communities. Years of funding erosion has taken a toll on service capacity and strains the ability of local agencies to provide financial, health and social supports to older adults, people with disabilities, and caregivers. It is increasingly difficult for the aging and disability services network to maintain existing safety net services. Reports to Adult Protective Services continue to increase, and demand for services is rising as families struggle to support and care for older relatives. The number of older adults who struggle to make ends meet, face food insecurities, and homelessness continues to increase. Out of pocket medical expenses, lack of sufficient assets, dramatically rising housing costs and fixed budgets are major causes of economic insecurity. Without additional resources to address these growing needs, local communities are unprepared to adequately respond to the needs of this growing population. The population of people who are 60 years old or older is growing – 16% of County population in 2014 and projected to be 24% by 2030. The Federal Poverty Level (FPL) for these seniors is 8.2% (2015). However, the Elder Economic Security Standard Index (Elder Index) which accounts for cost of living more accurately estimates the County's senior poverty rate at 27.6% (2011) - three times the number captured by the FPL.

Key Objectives:

Support funding for programs and services that promote the ability of older adults and people with disabilities to live safely and with dignity in an environment of their choice where they can eat well, stay healthy, and avoid unnecessary and costly institutional care. Key legislation supporting these efforts are the Elder Justice Act, Older Americans Act, and the Older Californians Act. Such legislation provides funding for food programs, legal services, caregiver and family supports, and ombudsman initiatives. County programs requiring additional support include Adult Protective Services, In-Home Supportive Services (IHSS), Public Authority, SSI Advocacy, and the newly formed Aging and Disability Resources Connection (ADRC). The ADRC model is one that combines the efforts of the aging and disability networks to create a streamlined, "no wrong door" approach to the provision of person-centered resources.

Support funding to minimize health care costs at end of life, avoid spending end of life in institutional settings and create livable communities for all ages. Support funding to ensure an adequate number of social workers are available to meet the needs of the growing number of older adulds and people with disabilities in our community. Support initiatives developed for the Master Plan on Aging (December 2020). Support efforts to enable all County agencies, services, and facilities to offer access and options tailored to the needs of this growing County demographic.

HONOR OUR VETERANS

Monterey County is home to more than 17,000 veterans and an estimated 25,000 spouses and dependents whom the Monterey County Military & Veterans Affairs Office (MVAO) is in place to assist in obtaining a variety of state and federal benefits. MVAO provides free-of-charge assistance in filing claims with the U.S. Department of Veterans Affairs (VA) for the benefits they have earned by their service in

defense of our nation, and information and referral to other federal, state and local programs. Currently only 35% of Monterey County veterans are accessing VA Compensation and Pension Benefits.

Veterans and members of the military have made tremendous sacrifices, and some have paid the ultimate sacrifice for the protection of our country and the well-being of people facing tragedy and injustice around the world. Expanded local resources are needed for veterans and their families to assist in successful reintegration into civilian life (e.g., family reintegration, employment, housing, education, childcare, and services to address a multitude of disabilities including post-traumatic stress and traumatic brain injury).

To this end, the County supports improved access to U.S. Department of Veterans Affairs (VA) benefits and service expansion (e.g., dental); the Veterans Drop-In Center (VetCenter); Major General Gouley VA-DoD Outpatient Clinic; Veterans Stand Down events and other outreach efforts; expansion of Veterans' Treatment Courts and Veterans' Justice Outreach programs. The County also supports increased funding for County Veterans Service Officers (CVSOs) and increased access for CVSOs to VA Veteran Benefits Management Systems (VBMS), which will aid in developing and monitoring various claims and appeals submitted on behalf of veterans, surviving spouses and eligible dependents resulting in better, timelier services to claimants.

The County supports efforts to obtain increased County Subvention Program funding from the California Department of Veterans Affairs (CalVet). This program funds a group of programs mandated by the Legislature to reimburse counties for a portion of the costs of "presenting and pursuing any claim the veteran may have against the VA and in establishing the veteran's right to any privilege, preference, care, or compensation provided for by the laws of the United States or of this state" (Military & Veterans Code 971).

The County supports efforts to establish a Veterans Memorial Building to serve as an anchor and testament of gratitude to the Veterans of Monterey County. The building would serve as a central meeting place for veteran organizations (e.g., Veterans for Foreign Wars, American Legion, The Retired Enlisted Association, Military Officers Association of America, etc.). Additionally, the building could house the County's Military and Veterans Affairs Office. The County supports efforts to obtain continued state funding to maintain the Central Coast Veterans Cemetery at the former Fort Ord and continued further development with regard to in-ground burial; and to establish a State Veterans Home in Monterey County.

Key Objectives:

Support efforts to improve and expand veterans' access to U.S. Department of Veterans Affairs (VA) and California Department of Veterans Affairs (CalVet) benefits. Support local assistance outreach efforts to discharging military members, reservist and National Guard members, veterans, surviving spouses and eligible dependents. Support increased subvention funding from CalVet. Support the growth and sustainability of the Central Coast Veterans Cemetery at the former Fort Ord. Support efforts to establish and maintain a Veterans Memorial Building. Support efforts to establish a CalVet Veterans Home, independent living, intermediate nursing care, memory care, residential care or skilled nursing care facilities. Support efforts to strengthen and expand the missions of military institutions in Monterey County (i.e., Monterey Bay Defense Alliance), and oppose Base Realignment and Closure (BRAC) or other proposals which aim to close or reduce programs or missions and have negative impacts on the County.

INFRASTRUCTURE

Meeting our Facilities, Water, Technology and Transportation Needs

LEGISLATIVE PRINCIPLES – INFRASTRUCTURE

General

Support efforts to identify and secure funds for local transportation, water, energy, technology, government facility, housing, and community infrastructure projects, in particular where such improvements contribute to clean energy and green building. Support funding efforts to repair, upgrade or modernize transportation, wastewater collection and disposal systems, and other infrastructure projects or systems, particularly in areas where the associated infrastructure is aging and there is insufficient financial capacity to fund necessary improvements.

Environmental Review

Support efforts to reform environmental processes such as the California Environmental Quality Act (CEQA) to retain environmental protections while reforming the legal process to reduce abuses. Support efforts to align state and federal requirements, and to obtain, streamline and coordinate state and federal permit processes for public infrastructure and safety projects.

Water Resources

Support efforts to fund, manage and protect the County's water rights, water quality, water supply, groundwater sustainability, storm water, flood protection, and mediate the effects of climate change (e.g., drought, sea level rise).

Energy

Monitor the potential Federal lease of lands for oil and gas exploration and the potential effects of these activities on water quality and dam safety. Support efforts to ensure appropriate oversight and funding for State regulation and monitoring of energy extraction activities (e.g., hydraulic fracturing). Support efforts to allow the County to manage an adequate renewable energy program (e.g., fees on oil, commercial solar).

Land Preservation

Support efforts to protect and preserve the federal, state, county, and regional parks within Monterey County, including the promotion of park designations and the preservation of resources of historical or cultural significance. Support efforts to manage County open space lands (e.g., Fort Ord, Odello East, Hatton Canyon, Jack's Peak) including partnerships with or transfers to Monterey Peninsula Regional Parks District, the Bureau of Land Management (BLM), or other public land management agencies. Maintain and protect rural resources, coastal areas, biodiversity, park facilities and recreation features.

RESILIENT AND SUSTAINABLE COMMUNITIES

Monterey County is experiencing the negative consequences of climate change with increasing regularity; catastrophic wildfire and flooding, prolonged drought, and sea level rise are the new normal. Monterey County is planning for long term resiliency and sustainability of County infrastructure to support our communities, the economy, natural resources, clean air quality, and transportation options. The County supports the development of renewable energy generation and energy efficiency efforts to reduce greenhouse gas emissions, mitigate the impacts of climate change, and increase energy security throughout the region. The County supports policies and programs that increase clean commute opportunities and vehicle trip reduction that increase walking and biking mobility and safety for all users, promote traffic calming, promote mass transit, and improve regional transportation demand management. The County supports the development and expansion of electric vehicle deployment and charging infrastructure, vehicle to grid technology, and stationary battery storage. The County is working on several complete street and active transportation projects that provide access for all users regardless of age, ability, or transportation mode through development of bicycle infrastructure, pedestrian amenities, and public transit systems and facilities. The County supports actions that prioritize the preservation and restoration of our climate and natural environment to help ensure the long-term health, social well-being, and economic vitality of the communities we serve while improving the quality of life for all.

Key objectives:

Support efforts that advance policies to reverse and plan for the impacts of climate change while building resilient and sustainable communities (e.g., energy, water, and resource efficiency; clean energy; pollution control and toxics reduction; and climate protection). Support efforts to increase California's waste management infrastructure, ensure the County's ability to comply with recycling and waste management goals, and support the development of domestic market solutions. Support efforts by the County's Sustainability Program to promote resources conservation, climate adaptation, and pollution reduction including but not limited to evaluating energy alternatives (e.g., solar) for County facilities. Support housing, transportation, land-use, and community development policies and projects that create diverse neighborhoods, promote healthy and greener lifestyles, develop green jobs, and protect local and global ecosystems. Support efforts to protect, conserve, and maintain healthy coastal and ocean ecosystems and the thriving economy it supports in the County. Support efforts to act as stewards and provide sustainable management of the County's ocean and coastal resources in the areas of: sustainable fisheries and aquaculture; sea-level rise adaptation and coastal resilience; coastal sediment management; marine pollution; and marine renewable energy. Support policies that bring environmental justice to all, and keep our citizens safe from the physical, economic, and the health effects of environmental degradation, while creating pathways to economic prosperity and strong local economies. Support redundancy and resiliency in County facilities and enable facilities to act as community hubs in a disaster, emergency, or utility disruption.

TRANSPORTATION

The transportation infrastructure is the backbone of all economic activity and is in vital need of funding for capital, maintenance, safety, and operations of local roads, bridges, pedestrian/bike facilities, transit, and rail. Transportation systems should meet industry and societal needs, provide users choices, be integrated with planned land use, be compatible with the environment by considering air quality, noise pollution, aesthetics, ecological factors, cost benefit analyses, and energy consumption measures.

Monterey County owns and operates a significant portion of the local transportation infrastructure and supports funding to local governments for system preservation, capacity improvement, and safety needs - using regional partnerships and collaborations on system planning and investment. The County's transportation infrastructure has many needs including pavement maintenance, adequate facilities for pedestrian/bike travel, transit, and rail services, and for improvements such as shoulder additions, adding vehicle lanes to roadways, repair/replacement of aging bridges, and other safety improvements.

Maintenance Improvements: The County maintains 1,200+ road miles and 175 bridges. Even with the addition of Measure X and SB 1, additional funding is needed to provide an acceptable maintenance program. Deferred road maintenance results in rapid deterioration and compromise of roadway structural integrity and exponentially increases repair costs. The current maintenance backlog is over $750 million for roads, $300 million for bridges, and $500 million in road appurtenances and growing.

Capacity Improvements: Traffic congestion and inadequate roadway capacity can negatively impact the local economy through impacts to tourism, agricultural product delivery to market, and increased unproductive travel time. Efforts to increase capacity and/or movement should be supported (e.g., State Route 156, Blackie Road extension, Davis Road widening and bridge, or public transportation options) to increase road safety and capacity to accommodate user needs.

Safety Improvements: Roadway safety is a top priority, and improvement efforts should be evaluated for the overall benefits provided. Recently the County was part of a public-private partnership to construct a roundabout at Holman Highway. Roundabouts have certain advantages over signalized intersections, such as safety, air quality and reduced maintenance costs of signals. The County has developed a multi-year program/cycle to maintain roadway striping and signage. In addition, the County is working with fire fuel reduction programs to help manage/reduce vegetation along roadways. Current statute states posted speed can only be enforced by radar if established by a speed survey. Recognizing that speeds are a contributing factor to the severity of collisions, the County supports legislation to reduce fatalities by modifying the Engineering & Traffic Survey (E&TS) study process that focuses on traffic safety for all modes of transportation, with attention to enforcement of speed limits.

Rail Expansion: Expansion of rail service to Monterey County provides many benefits, including improved access and connections for local, regional, and interregional travel; decreased highway congestion; enhanced goods movement; and environmentally sound transportation serving a variety of travel markets and transportation needs. Rail expansion also promotes mixed-use, transit-oriented development, affordable housing, livable and walkable communities, and economic growth around rail stations.

Active Transportation & Safe Routes to Schools: Active Transportation and Safe Routes to Schools programs promote safe and convenient opportunities for physically active travel for daily trips to and from work and schools – and addresses health, physical activity, and traffic safety issues while tackling air pollution and climate change. Investment also focuses on infrastructure to increase the comfort of the on-road experience (e.g., for cycling) to improve the appeal of active modes to all people.

Key Objectives:

Support efforts to develop and fund the capital, maintenance, safety, capacity, and operation of County transportation infrastructure: local roads, bridges, pedestrian facilities, bike facilities and trails, transit (e.g., Marina-Salinas Multimodal Corridor), and expanded public transit and rail access (e.g., Salinas Rail Extension, Coast Daylight, and Monterey Branch Line projects). Support efforts to increase funding for Active Transportation and Safe Routes to School projects. Support efforts to streamline the regulatory process to repair and maintain public infrastructure, which reduces costs. Support proactive efforts to streamline permitting and reduce fees (e.g., take permits) for multiple pre-and post-storm maintenance activities, to allow for timely response while protecting the environment.

WATER RESOURCES SUSTAINABILITY

The Monterey County Water Resources Agency (WRA) manages, protects, stores, and conserves water resources in Monterey County for all beneficial uses, while minimizing damage from flooding to create a safe and sustainable water supply for present and future generations. WRA operates Nacimiento and San Antonio Reservoirs for flood management and water supply (groundwater recharge) purposes, and also leases land around the reservoirs to the County for park use that can benefit from sustained water levels. Additionally, WRA operates a distribution system that delivers roughly 23,000 acre-feet of river, well, and recycled water to approximately 12,000 acres of agricultural land in the northern Salinas Valley.

An estimated 95% of all water used in Monterey County is derived from groundwater wells. With nearly 350,000 acres of land under cultivation in the Salinas Valley, agricultural pumping averages 495,000 acre-feet per year. Combined with urban and other uses, total water pumped in an average year from the Salinas Valley is about 520,000 acre-feet. Assuring that there are sufficient quantities of good quality groundwater is the most important aspect of managing water resources in Monterey County today. Major water resource management issues in the County include the preservation of water rights, protection of existing and the development of new surface and groundwater supplies for agricultural and municipal users (particularly disadvantaged communities), combating water quality issues (e.g., seawater intrusion, chromium, nitrate, and arsenic contamination), and enhancing flood protection and threatened and endangered species habitat especially along the Salinas, Carmel, and Pajaro Rivers.

The Monterey County Water Resources Agency, acting as the County's Flood Control Authority, works to ensure continued protection from flooding and to protect natural resources. The County supports efforts to increase funding for restoration projects, and the development of adaptive strategies to climate change and sea level rise. Regulatory complexities continue to hinder the effective and timely delivery of flood control projects. The multiple and redundant approval processes and long timeframes often delay delivery of projects, including environmental clearance and mitigation, design approval, right of way certification, and project financing. To this end, the County supports efforts to streamline regulatory burdens while advocating for funding support to adequate staffing at the local, state, and federal regulatory agencies.

Monterey County is also a member of the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) which was established in 2017 under California's Sustainable Groundwater Management Act. The SVGBSA is tasked with the ambitious goal of developing a comprehensive groundwater sustainability plan by 2020 and implementing the plan to achieve basin sustainability by 2040.

PRESERVE AND ENHANCE WATER SUPPLY

The sustainability of Monterey County's water resources depends on minimizing threats to supplies, enhancing existing or developing new resources and fostering a regional approach to water supply solutions. County residents and businesses rely upon multiple sources of water (groundwater, surface water, recycled water, and desalinated water), but are most dependent on groundwater. The County is completely dependent upon local water sources and derives no help or benefit from the State or Federal water projects. The main challenges which the County faces related to supply are contamination due to seawater intrusion or contaminants; environmental requirements from regulatory agencies/ environmentally challenging issues; development of additional supplies; and the preservation of County water rights. A top priority of the County is the preservation of a surface water permit the Monterey County Water Resources Agency holds on the Salinas River basin, Permit #11043, which would authorize the diversion of up to 135,000 acre-feet of water per year for projects intended to halt seawater intrusion into the groundwater basin, as well as provide flood control.

Integrated Regional Water Management (IRWM) is a collaborative effort to plan and implement water management solutions on a regional basis. The County participates in IRWM planning to take a regional approach to finding solutions that will improve water quality and supply reliability to support and meet the community's public health, agricultural, industrial and environmental water goals and needs. Regional water solutions are an efficient model for water supply and management planning. Continued regional water efforts will assist the County in providing a path forward to address many of the water challenges facing our communities.

The Monterey County Health Department Environmental Health Bureau regulates 1,296 water systems with 2-199 connections through inspection, monitoring and consultation. Drinking water contamination is a widespread problem, as is adequate source capacity for many residents especially in disadvantaged communities. Primary drinking water standards for nitrates, arsenic, or fluoride in 235 of these systems exceeds primary drinking water standards and requires the use of bottled water as an interim emergency measure.

Resolving a contaminated water system is costly and residents and communities often lack the economic means to do so. Typical solutions include consolidation with a water system that meets standards, drilling a new well, or installing treatment. Consolidation is preferred, but many systems are not adjacent to other water systems with adequate supply, capacity, quality, or willingness to consolidate - or the cost of the necessary infrastructure is a barrier. A solution could be to drill a new well, but sufficient groundwater may not be available or may be contaminated. Treatment is an option, but treatment maintenance is costly and time consuming and generates waste products that may present challenges for proper disposal.

Despite the history of proactive water policies at the state level, Monterey County residents still face formidable water challenges. Disadvantaged communities disproportionately bear the health and financial impacts of contaminated water or inadequate access to safe water.

Human Right to Water: In 2018, Monterey County became the first county in the nation to recognize the human right to safe and clean drinking water. The County adopted a resolution that requires County departments to consider this right when implementing policies and regulations pertinent to the uses of water for human consumption, cooking and sanitary purposes.

Potential Projects to Preserve and Enhance Water Supply

- ***Interlake Tunnel:*** A tunnel to connect existing facilities at San Antonio and Nacimiento Reservoirs to increase water storage capacity and achieve environmental and water conservation release efficiencies. The project needs additional funding and may require legislative or regulatory actions for completion.
- ***San Antonio and Nacimiento Dam/Spillway Rehabilitation/Replacement:*** The Department of Water Resources, Division of Safety of Dams (DSOD), has inspected the San Antonio and Nacimiento dams/spillways. The Oroville Dam spillway failure caused increased scrutiny by DSOD on regulated facilities and will likely result in major rehabilitation or replacement of appurtenances at San Antonio and Nacimiento.
- ***Salinas Valley Water Project, Phase II:*** This project would use the water allocated by Permit #11043. The project configuration is under development, but it could consist of two distinct pipelines pinpointing water deliveries to specific areas of the Salinas Valley to augment water supplies and combat seawater intrusion.
- ***Expansion of Existing Recycled Water Project:*** This project builds upon the success of existing recycled water usage near the coast in the Salinas Valley by expanding infrastructure to additional acreage.
- ***Destruction of Abandoned Wells:*** With the implementation of a recycled water source, wells that are in seawater intruded areas need to be destroyed so the well casings do not become conduits for seawater to move from upper to lower aquifers.
- ***Monterey Peninsula Water Supply Project:*** A project to construct a desalination plant to provide water to the Monterey Peninsula. Sizing of the desalination plant will be determined by the implementation of the Pure Water Monterey (PWM) project.
- ***Safety and Security of Water Supply Facilities:*** Projects to ensure adequate security for key dam facilities and structures against credible threats and appropriate protective measures including surveillance, site access restriction and failure warning systems.

Key Objectives:

Support efforts to provide adequate funds for efforts aimed at agricultural water supply/sustainability, safe drinking water for all County residents, especially those in disadvantaged communities, local regulation and support for large and small drinking water systems and domestic wells – especially those that do not meet drinking water standards, and sufficient funding for the California Drinking Water Program. Support efforts to secure legislative, funding and regulatory approvals to advance Monterey County water supply projects, and to protect and preserve Permit #11043 water rights.

PROTECT WATER RESOURCES AND THE ENVIRONMENT

The sustainability of the County's water resources depends on protection from natural disasters and environmental hazards and threats. Monterey County has three major river systems, the Salinas, Carmel and Pajaro that are prone to flooding. In 1995, all three river systems flooded causing over 11,000 evacuations, damaging 1,500 homes and 150 businesses, and creating millions of dollars in economic damage throughout the region both in terms of agricultural production and impact to tourism. Each river has unique characteristics that make flood management complicated, especially with the need to protect species listed as threatened or endangered. On the flip side, California recently experienced a historic drought, which threatened the security of local water supplies, highlighting the need for the development of drought contingency plans and additional water sources. In the area of stormwater, the County must

comply with state and federal stormwater regulations which require monitoring and abatement of stormwater entering the Monterey and Carmel Bays, which have been designated as Areas of Special Biological Significance (ASBS).

Challenges associated with protecting water resources and the environment often relate to the unpredictability and severity of uncontrollable events such as droughts or floods. Another major challenge is the lack of funding available, both locally and at the State, for appropriate resource planning and management. Currently, State funding for water related projects is tied to compliance with various State programs. To enhance funding opportunities, the County is participating in the California Statewide Groundwater Elevation Monitoring (CASGEM) program.

Potential Projects to Protect Water Resources and the Environment

- ***Salinas River Management Program and Habitat Conservation Plan (HCP):*** This program provides a more holistic approach to river management which incorporates watershed management principles, water delivery scenarios, and maintenance of the water course, providing increased flood and habitat protection.
- ***Salinas River Stream Maintenance Program, Phase II***: This project is an expansion of the highly successful Phase I demonstration project developed by The Nature Conservancy, to provide overdue maintenance on the remaining sections of the Salinas River channel.
- ***Salinas River Lagoon and Old Salinas River:*** Project to reduce flooding, enhance steelhead migration and promote environmental and habitat protection.
- ***Lower Carmel River & Lagoon:*** Multiple projects which aim to protect infrastructure, reduce flooding, and promote environmental and habitat protection.
    - Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project
    - Scenic Road Protection Structure Project / Carmel Lagoon Ecosystem Protective Barrier
    - County Service Area 50 (CSA-50-1) Flood and Drainage Improvement Projects
- ***Pajaro River Flood Risk Management Project:*** Structural improvements to the lower Pajaro River, Salsipuedes and Corralitos Creeks to reduce flood risk in Watsonville and Pajaro - developed by the U.S. Army, Corps of Engineers in partnership with Monterey and Santa Cruz Counties.
- ***Aquatic Invasive Species: Quagga and Zebra Mussel Prevention Program:*** Vessel inspection and education program aimed at preventing an infestation of Lake Nacimiento and Lake San Antonio from aquatic invasive species (e.g., Quagga or Zebra mussels). Funding for the development and ongoing operation of a statewide vessel tracking database is important in this infestation prevention effort.

Key Objectives:

Support legislative and funding efforts and necessary regulatory approvals to advance Monterey County projects that protect water resources and the environment. Support efforts to provide for appropriate planning efforts (e.g., Salinas River Management Program HCP, Groundwater Sustainability). Support regional wastewater collection and recycling efforts; and the disposition of County sanitation districts to public utility purveyors.

PUBLIC SAFETY

Creating Safe Communities

LEGISLATIVE PRINCIPLES – PUBLIC SAFETY

General

Support efforts to protect life and property through the delivery of emergency response, law enforcement, custody, and rehabilitation services that provide a high level of safety to residents and visitors. Support funding for programs that assist the County with efforts aimed at reducing crime, enhancing public safety through community partnerships and multi-jurisdictional efforts, providing alternatives to incarceration, increasing access to justice by providing the community with adequate and accessible facilities (e.g., proposed Greenfield Courthouse), and to provide court security services. Support justice policy reforms that advance racially equitable public safety. Support efforts to fund public safety facilities, equipment, training and programs. Support funding for programs that assist the County with broad based Emergency Management (response, mitigation, prevention and recovery), emergency, disaster, and homeland security preparedness, including efforts at achieving communications interoperability. Support collaborative efforts to maintain and increase public safety, prevent and reduce the frequency, severity, and impact of fire and other natural or man caused disasters.

Violence Prevention

Support collaborative efforts to maintain and increase public safety, prevent and reduce the frequency, severity, and impact of criminal behavior on the community, and the long-term effects of violence, especially youth violence, and trauma. Support federal gun control actions to prevent death and injury. Support evidence-based approaches and services for the rehabilitation and community re-entry of juvenile and adult offenders, and strategies to deter criminal behavior and promote law-abiding lifestyle choices, and a healthy family environment. Support efforts to recognize and protect victim's rights and the restoration of justice (e.g., work of the Restorative Justice Commission) while promoting healing. Support efforts to fund County and collaborative efforts aimed at preventing and reducing violence (e.g., gang violence, domestic violence) and other law offenders (e.g., human exploitation/trafficking), recognizing a public health approach to the prevention of violence and in support of the strategies outlined in the *Building Safe & Thriving Communities Action Plan (2015).*

LEGISLATIVE PRIORITIES – PUBLIC SAFETY

EMERGENCY PREPAREDNESS, RESPONSE AND RECOVERY

Monterey County is vulnerable to a wide range of natural and manmade hazards that threaten the life and safety of residents and visitors and has the potential to damage or destroy both public and private property and disrupt the local economy and overall quality of life. Monterey County has experienced several major disaster events, and is concerned that the Federal Emergency Management Agency (FEMA) may reduce disaster related reimbursement funding and/or change the manner in which disaster events quality for reimbursement.

Additionally, the COVID-19 pandemic and projections for more frequent and severe extreme weather events demonstrate the need to ensure the County is prepared and has a coordinated system in place to respond to disasters while maintaining continuity of operations. Regional planning must take place to develop technology and communication systems that are functional in a mutual aid response situation. Funding is needed to support needed technologies for operation continuity such as alternate 9-1-1 dispatch centers, next generation 9-1-1, and enhancement of existing communications and information management systems by leveraging cloud-based technology.

Enhancing communication with respect to public safety is paramount to assisting in emergencies. This includes radio communication, Computer Aided Dispatch (CAD), interoperability with neighboring agencies, and the coordination of various data points that are used to manage the Internet of Things (IoT). Next Generation 9-1-1 (NG911) technology is currently being implemented throughout the state. This process will take time and there may be additional funding and support required as technology changes along with public demands and expectations. One milestone of NG911 that will be accomplished effective January 1, 2021 is all 9-1-1 Centers in California will accept text to 9-1-1. Monterey County began accepting text to 9-1-1 in 2017.

The COVID19 pandemic has identified new needs to increase social distancing between staff in the Emergency Communications Center. Also, it has become necessary to consider web-based emergency communications systems that can be accessed remotely to ensure continuity of emergency coordination from the 9-1-1 center.

Additionally, as the threat of wildfires has increased so has the County's need arisen to focus on fire fuel management measures and the ability to respond to Community Power Resiliency (formerly Public Safety Power Shut-off (PSPS)) events – which have significant impacts on our community and local economy, often leaving large segments of the population without power for days at a time.

Key Objectives:

Support efforts that assist the County with disaster prevention, preparedness, response, mitigation, and recovery; medical and health disaster planning; coordination, response and mitigation including infrastructure and emergency response personnel, homeland security needs, and communications service expansion and interoperability. Support efforts to fund FEMA and oppose changes that would reduce or make it more difficult for counties to qualify for FEMA reimbursements. Support efforts to provide financial assistance to local governments and private property owners to efficiently repair homes, businesses, infrastructure and the natural environment after disaster events. Advocate for additional funding for emergency operations planning, exercises to validate the planning process, trainings, and equipment; seek funding for emergency planning specifically addressing the safety of seniors and those with disabilities; and increase access to funding for local jurisdictions for disaster-related damages. Support efforts to fund wildfire prevention efforts (e.g., fuel management) and to provide adequate resources to local governments and communication to sensitive populations to mitigate the impacts of investor owned utilities power shut off events.

Support funding for expanded dispatch and web-based communication systems to allow the Emergency Communications Department to operate from multiple locations in case of disaster, pandemic, or other unforeseen circumstances.

FIRE INSURANCE

An estimated 10 million Californians live in wildland-urban interface areas, leaving them especially vulnerable to the spread of wildfire. It's estimated that over 11,000 residences in Monterey County are in high or extreme fire risk zones.

California has encountered unprecedented wildfire activity over the past decade. The last major fire in Monterey County was the 2016 Soberanes Fire which over 82 days burned 57 homes, 11 outbuildings, and consumed 132,000 acres along the Big Sur coast.

As a result of the record claims paid out in recent years, insurers that operate in the state have been reevaluating their exposure in fire hazard areas. Insurance rates have been raised dramatically in certain areas and insurers are increasingly declining to write new policies and refusing to renew insurance even for longtime customers.

In August 2019, the California Insurance Commissioner released data showing that from 2015 to 2018, insurance companies dropped more than 340,000 customers across the state. Monterey County residents account for approximately 6,000 of the total. The inability to obtain insurance can create a domino effect for the local economy, affecting home sales and property taxes.

In December 2019, the California Insurance Commissioner issued a mandatory 1-year moratorium on insurance companies non-renewing policyholders within certain zip codes, however the moratorium did not include any zip codes in Monterey County.

Key Objectives:

Support efforts that provide incentives to insurance companies and reasonable and timely solutions for homeowners, renters and businesses to keep insurers writing policies in high wildfire risk areas. Support efforts that help homeowners, renters and businesses with home hardening and creation of defensible space. Support efforts to have the insurance industry reevaluate fire risk models.

COUNTY CONTROL OF EMERGENCY MEDICAL SERVICES

In 1980, the EMS Act empowered counties to establish local EMS agencies (LEMSAs) to develop and implement EMS systems. LEMSAs oversee and coordinate a systems approach to the delivery of EMS services by both public and private providers, hospitals, and tertiary resources. Any attempts to limit the authority or move control of local EMS systems from the counties would cause significant disruption to the coordinated care that is provided in EMS systems.

Key Objectives:

Support efforts to maintain the authority and governing role of counties and their local emergency medical services agencies to plan, implement, and evaluate all aspects and components of the emergency medical services system. Support efforts to maintain the administration and medical control of emergency medical services, pre-hospital emergency medical care, and ambulance services at the county level.

VIOLENCE PREVENTION AND REDUCTION

Through a 2018 community engagement process sponsored by the Board of Supervisors – which was conducted through phone, online and community forums – community members identified crime and violence prevention and reduction as some of their top priorities.

Monterey County recognizes the devastating societal impacts of gang violence – not only on the victims of gang-related crimes, but also the lives of gang members and their families and has identified gang violence prevention and reduction as a top priority. The County is committed to working with law enforcement, allied agencies, municipalities, and community-based organizations to prevent and reduce violence, especially gang violence, and promote healthy and safe communities.

County Violence Prevention and Reduction Initiatives: Monterey County has a full array of County-led initiatives designed to prevent and reduce gang violence utilizing a public health approach to address its underlying causes – including prevention, intervention, enforcement, and reentry initiatives (e.g., Building Safe and Thriving Communities Action Plan; Silver Star Resource Center; Striving to Reduce Youth Violence Everywhere (STRYVE); and Truancy Abatement). Monterey County hosts an annual Youth Violence Prevention and Intervention Conference (My Life Story) geared towards youth-serving organizations and hosts youth, adult and parent panelists who share of their lived experience as a result of being impacted by gangs, violence and system involvement. Each of these areas would benefit greatly from additional federal and state support.

County Collaborative Efforts: The County is also involved in other countywide collaborative efforts such as the Community Alliance for Safety and Peace (CASP) in Salinas, Four Cities for Peace (4C4P) in South Monterey County, Seaside Youth Violence Prevention Task Force, Building Healthy Communities in East Salinas, the North Monterey County Community Alliance in Castroville, Impact Monterey County, Moms Demand Action Be SMART Monterey County Chapter, and the California Cities Violence Prevention Network.

Federal Assistance for Public Safety: Monterey County's federal advocacy program related to violence prevention is focused on supporting U.S. Department of Justice (DOJ) programs that provide critical support to county courts and corrections, juvenile justice, and law enforcement agencies. These programs include, but are not limited to, the Byrne/Justice Assistance Grant Program, which helps counties across nation test emerging and evidence-based approaches to the public safety challenges facing their jurisdictions, and the State Criminal Alien Assistance Program (SCAAP), which reimburses counties for costs associated with the incarceration of undocumented immigrants. These DOJ programs provide critical support to the County's efforts to safely lower jail populations, fight recidivism and combat drug trafficking while providing treatment and alternatives to incarceration.

Gun Violence: Monterey County residents are adversely impacted by gun violence that results in an average of fifty deaths every year, half of whom are youth homicide victims aged 10-24 years old, and over a hundred life threatening gunshot injuries that require trauma-level hospital care. The County is committed to supporting efforts to close gaps in the current patchwork of regulation, including those gaps that enable felons, people convicted of domestic violence, children, those found to be a danger to themselves or others, and other prohibited persons to access firearms and ammunition, and those that allow the trafficking of illegal guns.

Key Objectives:

Support federal and state efforts to fund violence prevention and reduction efforts and local law enforcement programs designed to reduce violence, especially gang violence; support a public health approach for violence prevention and community-wide collaborative efforts, including school-based

violence prevention efforts; support continued participation in the California Cities Violence Prevention Network. Support efforts that increase supports for community promotion of peace and equity. Support efforts that promote community programs that prevent childhood trauma and intergenerational violence, such as parenting education programs. Support efforts to enhance data-sharing between County departments and local jurisdictions. Support federal efforts to adopt stricter controls governing the sale, transfer, possession, manufacturing, and distribution of all firearms, dangerous weapons, and ammunition; support repeal of the Dickey Amendment, which prevents public health research into the causes and consequences of gun violence by the Centers for Disease Control and Prevention.

DOMESTIC VIOLENCE PREVENTION

★ **COVID-19 PRIORITY – PROTECTING YOUTH AND FAMILIES:** *The pandemic has added major stressors to children and families, especially in communities where there is a higher incidence of the virus. Economic challenges, school closures, and social isolation further add to the problem and place additional stress on family units.* *– See COVID-19 related youth and family protection priorities on page 11.*

The effects of violence in the family environment, particularly on children as victims or witnesses, both short and long-term, are well documented by research. The existing efforts to provide services to children of parents on probation for domestic violence have been on-going for years through several County operated and supported programs. The Child Advocate Program (CAP) operated by the Probation Department is funded by a First 5 grant and serves children age 0 – 5 and their families. Mental health and emergency safe house shelter services to victims of domestic violence are coordinated by the District Attorney's Office Victim Witness Program in partnership with County Behavioral Health and community-based organizations. Due to the number of domestic violence cases, the need to identify and intervene as soon as possible, focus a wider age range, additional resources are required to manage and limit the negative impact of domestic violence on children, victims, and the community at large. An expansion of CAP, mental health services and support of emergency and transitional shelters would assist in addressing these unmet needs.

Key Objectives:

Support efforts aimed at reducing multi-generational violence, including in the family and home environment, mitigating the long-term effects of violence-induced trauma, and promoting efforts and services to stabilize families, increase their self-sufficiency, and provide a healthy environment for child development.

POST-SENTENCE RELIEF AND REINTEGRATION TO REDUCE RECIDIVISM

Monterey County provides attorney services to assist persons convicted of crimes with reintegration back into our community, including services to persons seeking to obtain post-conviction dismissals of their cases under Penal Code section 1203.4, charge and sentence reductions under Proposition 47, certificates of rehabilitation, and gubernatorial pardons. These services greatly expand the social and financial opportunities of people who may have received a criminal conviction and correspondingly decrease the probability they may reoffend. Due to the large volume of people seeking this assistance, the County would benefit greatly from additional federal and state support.

Key Objectives:

Support efforts to reduce reliance on incarceration without compromising public safety (e.g., bail reform efforts that address current socioeconomic inequities). Support efforts to reform the cash-bail system while ensuring that counties have the funding necessary for planning, pre-trial assessments and supervision.

ACCESS TO JUSTICE

Increasing access to justice by providing the community with adequate and accessible court facilities is a priority for Monterey County.

The City of Greenfield and County of Monterey, in collaboration with the Courts, worked diligently to locally fund a portion of a courthouse in Greenfield that has been proposed for construction for over ten years. Locally the County and City worked to lower the overall project cost, and position the project for timely construction. The City dedicated land for the project and reduced the estimated project cost from $49 million, to $33 million by tightening the scope of the project. Additionally, the City has committed funding up to $10 million toward the project Once full funding is secured, the project is positioned to begin construction quickly and is shovel ready. In November 2019, the Judicial Council updated the Courthouse Construction Program project priority list for new courthouse construction projects statewide and adjusted the scoring process and criteria used to create the list. Under the new methodology the Greenfield Courthouse project moved down the list to number 45 of 80 total projects.

This project is an important long-term priority for the County, as our community members face extreme access-to-justice issues, with the next closest courthouse located on the other side of our large county boundaries. For residents of South Monterey County that could mean a 1.5 hour drive each way (3 hours total) to the Courthouse in Monterey that handles all civil and family law cases, including obtaining temporary restraining orders. Additionally, the population of the area is anticipated to grow by 16,000 – 20,000 new residents in the next 10 years.

Given the State's current fiscal constraints there is not an immediate opportunity for funding this project; however, as the economy recovers, the Legislature will have the opportunity to revisit funding for court construction project that will enhance access to justice.

Key Objectives:

Support efforts to authorize and secure funding to establish the Greenfield Courthouse. Support legislative efforts to examine the Judicial Council's methodology and ranking of court facility projects.

OFFENDERS WITH MENTAL HEALTH CONDITIONS

Many defendants in the criminal justice system suffer from mental health conditions. Currently, there is no distinction between mental health condition offenders and the general population. Monterey County supports funding and programs designed to divert mental health condition offenders by connecting them with treatment as opposed to incarceration. Monterey County supports funding and programs designed to safely house offenders when necessary to do so and provide acute care to address underlying mental health concerns that manifest in criminal violations. Monterey County supports collaborative efforts between state and local mental health practitioners and corrections officials to host Jail Based Competency Treatment (JBCT) programs and other measures to increase capacity for incompetent to stand trial (IST) treatment in local jails. In 2020, the County entered into a contract with the California

Department of State Hospitals and began operating a JBCT Program in the Monterey County Jail. The County's JBCT is a regional model and serves inmates from Monterey, San Benito and Santa Cruz Counties.

Key Objectives:

Support efforts to fund programs that assist the County in addressing the needs of offenders with mental health conditions.

EXHIBIT B

MONTEREY COUNTY BOARD OF SUPERVISORS LEGISLATIVE PROGRAM

POLICIES GOVERNING LEGISLATIVE ACTIVITIES

Monterey County recognizes the need to advocate its interests in Sacramento and Washington D.C. The Board of Supervisors annually sets forth a Legislative Program, which is executed by the County Administrative Office – Intergovernmental & Legislative Affairs Division (IGLA), under the direction of the Board's Legislative Committee and with the assistance of the County's state and federal legislative advocates. To this end, the following protocol shall be followed:

I. Board of Supervisors

a. **Policy Direction:** As the elected legislative body charged with making policy decisions for Monterey County, the Board of Supervisors shall direct the County's legislative efforts through the annual adoption of a Legislative Program or via subsequent Board direction.

b. **Legislative Committee Roles & Responsibilities:** The Board of Supervisors' Legislative Committee shall provide direction, recommendations, and guidance related to the execution of the Legislative Program. The Legislative Committee Chair shall approve Legislative Committee meeting agendas.

c. **Board Referral of Legislative Items:** Board members may refer items to the Legislative Committee for review and recommendation to the Board of Supervisors. Referred items shall be sent to IGLA staff, who shall obtain the approval of the Legislative Committee Chair prior to adding referred items to a meeting agenda.

d. **Individual Board Member Legislative Positions:** Members of the Board of Supervisors may, as individual members, publicly state their position on issues – but may not state that their position is that of the Board of Supervisors or Monterey County unless the issue is in the Legislative Program, or has come before the Board and received approval by a majority of its members.

e. **Ballot Initiatives:** The Board of Supervisors may consider positions on ballot initiatives once qualified, and upon the review and recommendation of the Legislative Committee.

f. **Representation on State and Federal County Advocacy Organizations.** The Board of Supervisors shall nominate Board members represent Monterey County as director and alternate to the California State Association of Counties (CSAC) and Rural County Representatives of California (RCRC) Board of Directors. As the County representative the director or alternate shall render votes consistent with the Legislative Program or subsequent majority action by the Board of Supervisors.

II. County Administrative Office: Intergovernmental & Legislative Affairs Division (IGLA)

a. **IGLA Role:** IGLA staffs the Legislative Committee and develops and executes the County's Legislative Program which provides authority to undertake legislative advocacy efforts on behalf of the County. IGLA staff serves as Board's independent legislative analyst, serving under the policy direction of the Board, and reporting to the County Administrative Officer.

b. **Legislative Monitoring & Advocacy:** IGLA has responsibility to identify and monitor state and federal bills of interest to Monterey County, and to attempt to influence the legislative process in furtherance of the County's interests under the guidance of the Legislative Committee and in coordination with County departments and the County's state and federal legislative advocates. IGLA shall maintain a list of bills the County has taken positions on along with bill status, and County actions taken.

c. **Legislative Contracts:** IGLA administers the contracts and directs the activities of the County's state and federal legislative advocates.

d. **Communication:** IGLA provides the primary communication link between the Board of Supervisors, County departments, and the County's state and federal legislative advocates regarding the County's legislative objectives.

e. **Program Direction & Authority:** IGLA direction and authority is provided by the Board of Supervisors annually adopted Legislative Program and subsequent Board direction. IGLA shall seek authorization from the Board of Supervisors prior to acting on items not included in the Legislative Program.

f. **Bill Analysis:** IGLA shall, in coordination with department experts, and the County's legislative advocates, analyze bills that have potential impacts to the County.

g. **Correspondence & Lobbying:** IGLA shall attempt to impact legislative outcomes through correspondence or lobbying as authorized under the Legislative Program or at the direction of the Board of Supervisors or Legislative Committee. Correspondence will be sent under the signature of the Chair of the Board. Urgent correspondence will be authorized and signed by the County Administrative Officer. Copies of legislative correspondence shall be provided to Board offices and the Clerk of the Board.

h. **Testimony:** IGLA shall, in coordination with department experts, members of the Board of Supervisors, and the County's legislative advocates, provide testimony on legislative initiatives as appropriate.

i. **Grants Funding Advocacy:** IGLA shall actively support the efforts of the Strategic Grant Services Program, which aims to obtain grant funding for priority projects identified by the Board of Supervisors. Legislative efforts will attempt to increase federal and state program funding which if authorized will translate into increased County funding opportunities.

j. **Grant Support Letters:** IGLA will facilitate letters of support of County grant applications from the Board of Supervisors or the County's legislative delegation as requested by County departments, or from outside agencies when the project is in alignment with County interests.

III. County Departments

a. **Request for County Sponsored Legislation:** Departments wishing to submit legislative proposals shall submit appropriate materials to IGLA in order to schedule review and recommendation by the Board's Legislative Committee.

b. **Request for County Action on Legislation:** Departments shall contact IGLA staff to determine if legislative items fall under the authority of the Legislative Program, and work with IGLA staff to develop and transmit position letter from the Board.

c. **Department Legislative Activities:** Departments shall not take actions in conflict with the positions of the Board of Supervisors, Legislative Program, or subsequent Board action. Departments shall keep the Board informed of legislative activities by informing IGLA staff and reporting to the Legislative Committee.

d. **Department Impacts:** Departments shall alert IGLA staff when they become aware of legislation which may have an impact on department funding and/or operations.

e. **Contract Legislative Advocates:** County departments shall inform the Board of Supervisors through IGLA staff of any contract legislative advocates hired.

f. **Positions on Non-Legislative Matters:** Departments may take positions on non-legislative matters that affect department operations (procedural/technical).

g. **Legislative Correspondence by Appointed Department Head:** County departments may, under their appointed department head's signature, transmit legislative correspondence on issues in alignment with the Legislative Program or subsequent action by the Board of Supervisors. Departments shall copy IGLA staff on all such correspondence for distribution to the Board and the County's state and/or federal legislative advocates.

h. **Legislative Correspondence by Elected Department Head:** Elected County officials may as individuals, or on behalf of their department, transmit letters or make public their position on legislative issues. Departments shall not state their position as being that of the County unless it is included in the Legislative Program or subsequent action by the Board of Supervisors. Elected officials are requested to copy IGLA staff on all such correspondence for distribution to the Boards and the County's state and/or federal legislative advocates.

i. **Testimony:** County departments shall inform the Board of Supervisors if they are providing testimony on legislative matters by informing the IGLA staff.

j. **Meetings:** County departments shall inform the Board of Supervisors if they are meeting with the County's legislative advocates, legislators, and/or legislative or committee staff by informing the IGLA staff.

k. **Grant Support Letters:** County departments shall contact IGLA staff to solicit appropriate support from federal and state legislators and others as appropriate for high priority County grant applications prior their submission.

IV. Legislative Advocacy by County Advisory Boards and Commissions

a. **Coordination with County Department:** Advisory boards and commissions of the Board of Supervisors shall make legislative recommendations through their respective County departments.

b. **Legislative Correspondence:** Advisory boards and commissions of the Board of Supervisors shall provide copies of all correspondence they initiate on legislative items to the Board of Supervisors by providing copies to IGLA staff.

c. **Legislative Actions or Advocacy:** All legislative actions or advocacy efforts undertaken by advisory boards and commissions of the Board of Supervisors shall be in alignment with the Board of Supervisors Legislative Program, or subsequent Board action.

V. Legislative Program Development

a. **Development:** Each Fall IGLA staff shall begin the process of development of the Legislative Program for the next calendar year. IGLA shall solicit input on the Program from Board Members and County departments.

b. **Recommendation & Approval:** The draft Legislative Program will be presented to the Board of Supervisors Legislative Committee for review and recommendation of approval by the Board of Supervisors. The Board generally considers Legislative Program approval in January.

c. **Distribution:** IGLA staff shall distribute the County's adopted Legislative Program to the Board of Supervisors, County departments, legislative advocates, and legislators. The documents shall also be posted on the County's website.

VI. Additional Policies

a. **Campaigning & Political Activities:** The County Administrative Officer has set forth guidelines which address campaigning and political activities and the wearing or displaying of political materials by County employees. These guidelines can be found in Policy G-50 Board Policy Manual.

b. **Paying for a Legislator's Meals:** County Counsel has addressed the legality of reimbursement of members of the Board of Supervisors or County department heads paying for a legislator's meals. This guidance can be found in a memorandum dated 5/7/07 – Guidance - Paying for Legislator's Meals.

EXHIBIT C

MONTEREY COUNTY

STRATEGIC GRANT SERVICES PROGRAM

2021

Adopted by the Board of Supervisors x/xx/21

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STRATEGIC GRANT SERVICES PROGRAM

The Board of Supervisors created the Strategic Grants Service Program to concentrate funding efforts on the County's highest priority project needs, and projects which require a high-level collaboration among County departments and community partners. The Program works to support the Board's Strategic Initiatives (Economic Development, Administration, Health and Human Services, and Public Safety), and in close collaboration with the Board's Legislative Program to advocate for maximum funding for state and federal programs which translate into local grant funding opportunities.

Purpose

In close collaboration with County departments, the Strategic Grant Services Program coordinates, facilitates and provides strategic expertise from the identification of a grant funding opportunity for a high priority project, through application submittal and award. Priority projects must align with the Board's Strategic Initiatives and Legislative Program goals and meet all grant requirements to submit a strong and competitive application.

Typical Activities

The level of service provided for each application is dependent upon the needs of the department, complexity of the application, level of coordination required, available department expertise and resources, and Program capacity. To facilitate priority project grant applications, Program staff engages in a number of activities such as:

- Continuously updates the Grant Needs Inventory;
- Conducts research to identify and analyze grant opportunities to meet priority needs;
- Notifies departments of funding opportunities;
- Conducts initial consultations with County departments and grantor agencies to determine project eligibility and competitiveness;
- Partners with County departments on the application process, including the development of an agreement outlining roles, responsibilities and timeline for application development and submittal;
- Partners with outside organizations on projects critical to the County (e.g. partner with the Transportation Agency for Monterey County on road, rail, and transit projects);
- Provides strategic expertise throughout the application development process aimed at putting forth a complete, compelling, and competitive application;
- Offers strategic advice related to framing the application in a way that minimizes administrative resources required for post-award grant management;
- Provides strategic advice during the development of the grant application package – including project narrative, scope, schedule, budget, and exhibits;
- Provides and coordinates internal review of the draft application, including review with the grantor agency if allowable;
- Aids with post-application adjustments as requested by the grantor agency;
- Monitors grant award announcements;
- Announces grant awards in partnership with the lead department.

Program Guidance and Administration

The Program has a limited workload capacity which is directed by the Board of Supervisors through an annually adopted Work Plan. Following Work Plan adoption, the Board's Legislative Committee provides routine Program guidance and direction. The County Administrative Office – Intergovernmental & Legislative Affairs (CAO-IGLA) Division administers the Program, which receives expert advice from the County's grant consultants at Nossaman LLP.

Policies Governing Program Activities

The CAO-IGLA Division executes the Strategic Grant Services Program with the assistance of the County's grant consultants at Nossaman LLP, and with a high level of collaboration with County departments. The Policies Governing Program Activities outlines the roles of the Board of Supervisors, CAO-IGLA staff, the County's grant consultants, and County departments in the execution of the Program. These policies can be found enter link to policies.

2021 Work Plan

A result of close collaboration with County departments, the Work Plan strategically identifies priority projects and funding sources to guide Program efforts over a 12-month period. The Work Plan is designed to be flexible to adjust to the County's changing priorities and leaves approximately 20% of Program capacity unallocated in order to take advantage of new or unanticipated funding opportunities. The Work Plan presents a timeline of grant applications which the Program will assist departments during calendar year 2021.

2021 Grant Needs Inventory

In coordination with the Board of Supervisors and department heads a comprehensive Grant Needs Inventory has been compiled, organized by Board Strategic Initiative, to provide an all-inclusive listing of County projects which require a source of grant funding. The Grant Needs Inventory guides the research of the Strategic Grant Program staff and the County's grant consultant on funding opportunities.

California Grants Portal

In 2020, the California State Library launched a new tool, the California Grants Portal, to allow billions of dollars in state grant opportunities from dozens of state departments and agencies to easily accessed from their website at grants.ca.gov. For more information email CAGrantsPortal@library.ca.gov.

PROGRAM CONTACTS

COUNTY ADMINISTRATIVE OFFICE – INTERGOVERNMENTAL & LEGISLATIVE AFFAIRS DIVISION	
Nicholas E. Chiulos Assistant County Administrative Officer 831·755·5145 · chiulosn@co.monterey.ca.us	**Annette D'Adamo** Strategic Grant Services Program/Legislative Program 831·796·3045 · dadamoa@co.monterey.ca.us
NOSSAMAN LLP · GRANT CONSULTANTS	
Ashley Walker · Senior Policy Advisor 916·442·8888 · awalker@nossaman.com	

STRATEGIC GRANT SERVICES PROGRAM
2021 WORK PLAN

This Work Plan was developed in a consultation and collaboration with the County departments. It identifies priority projects and potential grant programs the County will likely focus on in 2021. Due to the fluctuating nature of grant funding availability and County project modifications, this Work Plan is considered a "living document" that will be updated throughout the year.

Grant Program and Priority Project	Lead County Department
TBD project to help meet SB 1383 food waste recovery goal of 20% *CalRecycle Food Waste Prevention and Rescue Grant Program*	Sustainability Program
Carmel River Flood Reduction and Environmental Enhancement (CRFREE) Project *Construction Funding*	Public Works, Facilities & Parks
Carmel Lagoon Adaptive Management – Scenic Road Protective Structure, Ecosystem Protective Barrier, Sandbar Management Plan *Planning and Construction Funding*	Public Works, Facilities & Parks
San Lucas Water Supply Replacement *Consultation Drinking Water State Revolving Fund*	Public Works, Facilities & Parks
Road, Bicycle and Pedestrian Infrastructure Improvements *Caltrans Active Transportation Program (ATP)*	Public Works, Facilities & Parks
Habitat Management in County Parks *Habitat Conservation Fund*	Public Works, Facilities & Parks
San Lorenzo Park and Lake San Antonio *Proposition 68: Statewide Parks Program*	Public Works, Facilities & Parks
Interlake Tunnel & Fish Screens *California Department of Fish & Wildlife* *I-Bank*	Water Resources Agency
San Antonio and Nacimiento Dam and Spillway Improvements and Security *TBD*	Water Resources Agency
Salinas River Management Program and Habitat Conservation Plan TBD	Water Resources Agency

STRATEGIC GRANT SERVICES PROGRAM
2021 GRANT NEEDS INVENTORY

DEPARTMENT	PROJECT / NEED	PROJECT DESCRIPTION / NOTES
Economic Development		
Agricultural Commissioner	Fumigation Notification Pilot Project	Continuation of Fumigation Notification Pilot Project. Funding by the California Department of Pesticide Regulation ended 6/30/20.
Agricultural Commissioner	Invasive Species and Invasive Weeds Management	Projects for plant quarantine, export certification, invasive species detection and removal, nursery and seed inspection, and animal damage control management.
Agricultural Commissioner	Farmers Markets	Funding for farmers market programs.
Economic Development	Affordable Housing	Affordable housing for veterans, seniors, farm workers, disabled, mental health housing, etc.
CAO - Economic Development	Coastal Visitor Service Improvements	Improve visitor services in Coastal Areas in Monterey County including additional restrooms, improved and safety improvements for pull out areas along Hwy 1.
Administration		
Assessor-County Clerk-Recorder	Core Assessor Tasks	General funding to expedite assessment of property taxes and replace funding associated with the reduction of State assessor funding through the SCAPAP grant program.
Auditor-Controller	Grant Life Cycle Management and Tracking Software and Grant Audit Training	Grant management add-on module for the ERP system for Federal and State grant programs. Training for County grant writers on audit issues.
Civil Rights Office	Language Access Services	Improve services to Limited English Proficiency (LEP) persons, develop a staff interpreter training program, and expand County abilities in document translation and in-person interpretation, including indigenous languages.
Civil Rights Office	Community Engagement for Underrepresented Communities	Increase organizational capacity to develop relationships with and solicit input from traditionally underrepresented communities.
Civil Rights Office	Equitable Access to Government for Persons with Different Abilities	Increase the County's capacity to accommodate individuals with disabilities using adaptive or assistive technologies to promote equitable access to County government.

DEPARTMENT	PROJECT / NEED	PROJECT DESCRIPTION / NOTES
Civil Rights Office	Conflict Management and Alternative Dispute Resolution	Improve the County's ability to conduct conflict management and/or alternative dispute resolution methods for our residents and workforce by developing a peer-to-peer conflict management program by training existing County staff to manage workforce and community disputes.
Civil Rights Office	Diversity, Equity, Inclusion, and Discrimination Education	Collaborate with local school districts to develop and provide an educational program for middle and high school students regarding the importance of diversity, equity and inclusion in society and the negative effects of discrimination.
Civil Rights Office	Diversity, Equity, Inclusion, and Discrimination Education	Support efforts to collaborate with the Probation Department to develop and provide educational programs for youth involved in the justice system regarding the importance of diversity, equity, and inclusion in society and the negative effects of discrimination.
Civil Rights Office	Diversity, Equity, Inclusion, and Discrimination Training Partnerships	Collaborate with local agencies and non-profits to develop and provide training in the area of implicit biases, cultural competency and cultural humility, and governing or providing services in an equitable manner.
Civil Rights Office	Equitable Access to Government	Support and improve the County's efforts to recruit and retain a workforce that demographically represents Monterey County residents to provide better government services.
Clerk of the Board	Historic Records Preservation	Preserve and digitize up to 5,000 Monterey County ordinances that are in hard copy only, dating back to 1853. Preserve documents, and scan into searchable database.
Elections	Voting System Update	Continue to update voting technology to effectively manage elections and improve service to voters.
Elections	Wayfinding Signage	Wayfinding signage to Government Center at Schilling Place from major streets and highways (artistic and traditional).
Elections	Voter Outreach and Education	Outreach and education of voters, redesign of voting informational materials and staff training.
Elections	Art/Historical Displays	Funding to support art (may double as wayfinding) and historical displays to support outreach and education efforts for voters.
Human Resources	Improved HR Systems	Feasibility study of alternative online HR hiring systems, expansion of hiring for diverse populations, innovative employment environments

DEPARTMENT	PROJECT / NEED	PROJECT DESCRIPTION / NOTES
		to attract a wider variety of employees, and development of anti-bullying policies.
Tax Collector	Tax and Collections Improvements	Improvement of property tax collection, fine/fee collections, banking, and investment services through software and staffing improvements.
Health and Human Services		
Child Support Services	Improved Outreach	Improved outreach to reach more single parents in need of child support.
Child Support Services	Improved Ability to Pay	Programs which improve the ability of parents under court order to pay child support such as employment training.
Health Social Services	Early Childhood Development	Programming for early childhood development and anti-bullying for pre-kindergarten and kindergarten students. Bright Beginnings Early Childhood Development Initiative priority strategies.
Health	Facility Expansion and Access Improvement	Expansion of existing facilities and construction of two clinics to better serve disadvantaged areas.
Health	Caring for the Uninsured	Programming to provide care for the uninsured.
Health	Animal Services	Expanded animal shelter and adoption services, paid volunteer coordinators, technology improvements, behavioral health/therapy animals.
Health	Public Guardian	Programming to assist adult conservatorship patients and help place them.
Health	Mental Health	Construction of Residential Placement facilities for Mentally Ill Youth.
Health	Health Integration	Integration of Primary Care, Mental Health, and Substance Use Disorders.
Health	Transportation	Changes to built environment to promote active life styles.
Health	Community Engagement	Develop a community engagement program with specialist and generalist community health workers to engage with underrepresented communities.
Health	Data Sharing	Develop data sharing mechanisms across service providers in order to proactively support clients with social determinants of health needs.
Health	Healthy Lifestyles	Support leveraging of case management and health education/lifestyle change programs to improve community conditions.

DEPARTMENT	PROJECT / NEED	PROJECT DESCRIPTION / NOTES
Health	Violence Prevention	Teen dating and youth violence prevention strategies.
Health CAO	Crisis Response Team	Crisis response team to better respond to crimes affecting the community. Crisis support and debriefing, service referrals, and staffing.
Library	Archival Preservation	Scanning, storing, digitizing, and archiving materials of County historical and archival importance. Upgrade addition, expansion, and maintenance of appropriate physical storage locations for physical materials.
Library	Automated Service Points	Material vending machines, service kiosks, hold lockers, and other automated service delivery options installed in communities not near a branch library facility.
Library	Libraries As Disaster and Emergency Community Hubs	Infrastructure upgrade, equipment, and training for Branch Libraries and Library staff to serve as community hubs and service points in a disaster or emergency including utility disruption, natural disaster evacuation, information delivery points, and recovery centers.
Library	Library Facility Remodel and Modernization	Remodels, upgrades, and modernization of Library facilities including furniture, shelving, utilities, accessibility, flexibility, energy efficiency, and expansion.
Library	Books and Supplies	New books, supplies, and technology.
Library	Educational Programming	Expand programming for science, technology, reading, English, art, and math (STREAM). Staff to run, coordinate and expand programming.
Military & Veterans Affairs	Outreach Events	Outreach events to benefit veterans and families.
Military & Veterans Affairs	Veteran Treatment Court	Funding to enhance veteran treatment court and the mentorship program.
Military & Veterans Affairs	Improved Veterans Services	Improve and expand health, mental health, homelessness, veterans' treatment court support, and benefit services for veterans and their families.
Natividad	Workforce Development: Nurse Education Support	Increase number of nurses with bachelor's degrees. Get Advance Cardio Life Support (ACLS) certification for all ICU, pharmacy, and cardiopulmonary staff. Improve training for all nurses, technicians, and doctors.

DEPARTMENT	PROJECT / NEED	PROJECT DESCRIPTION / NOTES
Natividad	Workforce Development: Family Medicine	Improve Family Medical Residency program. Improve training and equipment. Potentially expand program.
Natividad	Medical Facility Needs and Capital Improvements	Equipment upgrades and facility expansions at emergency department, imaging department, clinics, main hospital, and other medical facilities. Capital funding for new construction to expand these facilities.
Natividad	Level II Trauma Center Improvements	Programming to support NMC's Level II Trauma Center including trauma prevention outreach, education, impaired driver prevention education, bicycling and pedestrian safety, proper use of protective equipment, and distracted driving education.
Natividad	Violence Prevention	Expansion of hospital-linked violence prevention to serve victims of violent crimes, patients with gang-related injuries, and families.
Natividad	Behavioral Health, Psychiatric Crisis Services and Outreach Improvements	Improve behavioral health services including community outreach, family support, psychiatric emergency services, and provision of additional services to the jail population.
Natividad	Patient Communication and Education Improvements	Natividad needs methods to communicate effectively with patients with limited English proficiency to better communicate treatment related information. Needs include translators, a health information exchange, and innovative approaches such as video forms.
Natividad	Insuring the Uninsured	Expand coverage of the uninsurable or uninsured.
Natividad	Building Clinics	Construct additional clinics to serve low-income and underserved areas, especially in Salinas.
Natividad	Midwifery	Funding to provide midwifery services to pregnant and birthing women.
Natividad	Family Centered Care	Funding to provide services after an inpatient stay or emergency room visit that assists patients with social needs, chaplain services, end of life assistance, transportation, medical care not covered by insurance.
Social Services	Aging & Adult Services	Funding for Adult Protective Services, In-Home Supportive Services, the Monterey County Aging and Disability Resource Connection, affordable housing and eviction protection resources, expand adult daycare, transportation, and build upon Area Agency on Aging programs.

DEPARTMENT	PROJECT / NEED	PROJECT DESCRIPTION / NOTES
Social Services	Children's Services	Expansion of a consistent and thorough mandated report training, expansion of prevention and family safety efforts. Expansion of intensive, individualized services for children, youth, and families, especially those of poverty and/or high risk. Building a families first prevention infrastructure and extending foster care eligibility redeterminations.
Social Services	Community Action Programs	Expansion of community needs driven non-profit services to achieve the overall goal of moving individuals and families out of poverty and into self-sufficiency.
Social Services Housing and Community Development	Housing and Homelessness Issues	Projects benefitting the homeless, disabled, long-term illness sufferers, and emancipating foster youth. Farm worker housing, rapid re-housing, supportive housing, permanent supportive housing, workforce housing, homeless shelters, safe parking programs, transitional housing, prevention programs and outreach services.
Social Services	CalWORKs	Expansion of the CalWORKs program to provide better opportunities to enter the workforce.
Infrastructure		
Agricultural Commissioner	South County Access (Greenfield, King City, San Ardo, San Lucas)	Construction of a new office and warehouse to provide the southern region of Monterey County with a modern, secure, full-service facility. The facility will provide expanded pesticide use compliance and enforcement, and plant protection services through increased capacity.
Information Technology	NGEN Public Safety Radio	NGEN microwave backhaul upgrade, tower maintenance and NGEN system upgrades to improve public safety communication and interoperability.
Information Technology Library 911 Economic Development Health Social Services	Broadband	Infrastructure to build out broadband technology to address the County's digital divide especially in unserved and underserved areas.
Resource Conservation District	Land Valuation	Conduct an evaluation and study of the value of the various land and natural resources in the County.

DEPARTMENT	PROJECT / NEED	PROJECT DESCRIPTION / NOTES
Sustainability Program Public Works, Facilities & Parks	Decarbonization of County facilities	Upgrades to building infrastructure and HVAC systems, energy efficiency projects, renewable energy generation and asset management software.
Sustainability Program Public Works, Facilities & Parks	Net Zero Facilities Energy Plan	Funding for a fellow or organization to create a net zero facilities energy plan.
Sustainability Program Public Works, Facilities & Parks	Charging Stations or Electric Vehicles for County Fleet and Employees	Installation or hardware for Electric Vehicle charging stations and electric vehicles
Sustainability Program	Civic Spark Fellow	Graduate level fellowship to work on Climate Action Plan
Sustainability Program	Equity index Tool	Funding to assess climate action and environmental justice through an equity index tool, funding for the CBOs to attend Climate Action engagements
Sustainability Program RCD	Healthy Soils Grants and Carbon Farm Plans	Funding for the development of incentives and tools to sequester carbon in the soils on farms and ranches in the County
Sustainability Program RCD	On Farm Compost Program	Funding for the development of on-farm composting programs to reduce the burden of organic wastes on farms and assist in carbon sequestration activities.
Sustainability Program Public Works, Facilities, and Parks	Electrification Rebate Program	Rebates for retrofits or new construction with all electric infrastructure.
Sustainability Program Public Works, Facilities, and Parks	Electrification Reach Code Development	Funding for a fellow or organization to assess the feasibility of an electrification reach code
Sustainability Program Fleet Management Program	Fleet Electrification Study	Funding for a fellow or organization to create a fleet electrification plan
Sustainability Program Office of Emergency Service	Prescribed burns	Funding to assist in research and assessment for prescribed burns to reduce wildfire intensity and contain carbon in forests.

DEPARTMENT	PROJECT / NEED	PROJECT DESCRIPTION / NOTES
Sustainability Program	Electric Rideshare	Funding to research mobility and create an electric rideshare program for disadvantaged communities
Sustainability Program Public Works, Facilities & Parks	Bike Lanes	Funding for creating and making safe County Bike Lanes
Sustainability Program Public Works, Facilities & Parks	Electric bikes	Incentive for the purchase and installation of electric bikes in Monterey County.
Sustainability Program Social Services	Food recovery research	Funding for recovering edible food waste from the waste stream or for improving food supply chains
Sustainability Program	Solar Power Generation	Solar power generating infrastructure at County facilities (e.g. Agricultural Commissioner's Office).
Housing and Community Development	Fire Fuel Mitigation	MOU with RCD to act on behalf of the County as Fire Mitigation Officer to pursue projects that reduce fire fuel loads in high fire hazard areas.
Housing and Community Development	General Plan Implementation/Updates	Implementation of the existing General Plan (Inland/Coastal) and begin work on forthcoming updates both required by new State Law (Economic Justice) and as needed due to the age of the existing General Plans.
Housing and Community Development Public Works, Facilities & Parks	Carmel Lagoon Flood Protection / Ecological Restoration	Suite of projects to protect infrastructure, public facilities, and private homes. Projects to improve water quality and restore ecological functions of the Carmel Lagoon as well as reduce flood risk of structures.
Housing and Community Development Public Works, Facilities & Parks	Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE)	Project to reduce flooding hazards, restore the floodplain, provide habitat restoration, and other improvements. Includes Cooperative Agreement with Caltrans for State Route 1 improvements.
Public Works, Facilities & Parks	San Lucas Water project	Design, environmental assessment, engineering, and construction work on a pipeline from King City to the disadvantaged community of San Lucas to provide a clean source of drinking water.
Public Works, Facilities & Parks	Computerized Maintenance Management System (CMMS) and Asset Master Plans	Modern work order and time tracking tools for use by staff for better time and resource management. Asset prioritization from the master plans to help focus the County on funding and project priorities. ** Note: From the Citygate Associates report on the*

DEPARTMENT	PROJECT / NEED	PROJECT DESCRIPTION / NOTES
		recommendations for the former Resource Management Agency.
Public Works, Facilities & Parks	Former Ft Ord Lands Management	Funding and resources to maintain several thousand acres of former U.S. Army lands/base dedicated to the County.
Public Works, Facilities & Parks	Davis Road Bridge & Lane Expansion	Replace existing bridge on Davis Road near City of Salinas and convert a segment of Davis Road from Reservation Road to Blanco Road to four lanes. Project will improve traffic flow, traffic safety, and stop seasonal closures due to flooding.
Public Works, Facilities & Parks	Las Lomas Drive Drainage Improvements	Construct underground drainage facility to mitigate localized flooding located between Sill and Thomas Roads on Las Lomas Drive.
Housing and Community Development Public Works, Facilities & Parks	Homeless Navigation Shelters and Innovative Housing Solutions	Construct regional homeless navigation shelters and housing solutions that will expand services to the homeless population, address emergency shelter needs, and provide navigation services to move people into permanent housing. Identify regional innovative solutions to expand housing opportunities for those experiencing homelessness.
Housing and Community Development Public Works, Facilities & Parks Social Services	Safe Parking and Navigation Services	Identify and prepare designated area(s) for safe parking countywide to address emergency homeless needs and provide navigation services to move people into permanent housing.
Housing and Community Development	Affordable Housing	Identify sites to provide additional affordable housing throughout the County. Prepare environmental analysis documents (CEQA) for identified sites. Supporting infrastructure, facilities, and programs are needed (e.g., East Garrison). Apply for funding solutions to create a Housing Trust Fund to ensure funding resources are readily available to expedite tax credit applications. Collaborate with the Housing Authority to ensure project-based vouchers are available for housing developments.
Housing and Community Development Health	Permanent Supportive Housing	Identify opportunities to partner and develop permanent supportive housing for those most vulnerable countywide to end homelessness.
Public Works, Facilities & Parks	South County Court Access (Greenfield, King City)	Construction of a new courthouse to provide the southern region of Monterey County with a

DEPARTMENT	PROJECT / NEED	PROJECT DESCRIPTION / NOTES
		modern, secure, full-service facility. The facility will provide expanded court services through increased judicial-proceedings capacity, returning needed civil and small claims case processing.
Public Works, Facilities & Parks	State Route 1 Corridor Improvements, Marina to Moss Landing	Work with Caltrans on safety improvements to intersections on Highway 1 (SR 1) between Marina, north to the County line, including Moss Landing.
Public Works, Facilities & Parks	G-12 Pajaro to Prunedale Corridor Study	Safety Improvements along the G-12 corridor from US 101 to the Santa Cruz County border, in the North County. Roads consist of San Miguel Canyon, Hall Road, Elkhorn Road, Salinas Road, and Porter Drive.
Public Works, Facilities & Parks	US 101 South of Salinas Corridor Study	Safety Improvements along the US 101 corridor from the southerly border of the City of Salinas to the City of Gonzales and beyond. Possible solutions include new interchanges, new intersection controls, and new frontage roads.
Public Works, Facilities & Parks	Elkhorn Road/Werner Road/Salinas Road Roundabout	Evaluate the intersection of Elkhorn Road, Werner Road, and Salinas Road to identify alternatives to improve traffic operations and safety in the area.
Public Works, Facilities & Parks	Highway 68 Improvements	Coordinate with Caltrans to evaluate roundabouts that could allow better movement and improve safety along Highway 68.
Public Works, Facilities & Parks	Jolon Road	County road that is frequently used by the military for maneuvers at Fort Hunter Liggett, possibly eligible for Defense Access Roads (DAR) grant. Scope is safety upgrades and road repairs.
Public Works, Facilities & Parks	Palo Colorado Road MP 4.0-7.4	County road that travels from SR 1 through Forest Service land, past a State Park, to a Boy Scout Camp. Road is only access road for constituents and visitors. Road was severely damaged by 2017 Winter Storms, and qualified for FEMA reimbursement. However, the funding gap is approximately $7.5 million between the cost estimate and the reimbursement. Scope is to perform debris removal, slide repairs, soil nail wall construction, retaining wall construction, and culvert rehabilitation.
Public Works, Facilities & Parks	Nacimiento-Fergusson Road	Caltrans SR 1 was damaged by the 2017 Winter Storms and made impassable. While Caltrans repaired the road, highway traffic was diverted down the County road, Nacimiento-Fergusson Road, for over 1.5 years. The County road was impacted and further damaged by all the additional traffic. Scope is to repair and repave the road.

DEPARTMENT	PROJECT / NEED	PROJECT DESCRIPTION / NOTES
		Furthermore, this road has been damaged by the 2020 Dolan Fire, along most of its length – now it needs emergency protective measures and stormwater enhancements for wet weather.
Public Works, Facilities & Parks	Old Monterey County Jail	Seek funding for preservation and reuse of the historic Old Monterey County Jail.
Public Works, Facilities & Parks	Salinas Soccer Complex	Support City of Salinas construction of regional indoor and outdoor soccer facilities with supporting amenities.
Public Works, Facilities & Parks	BMX bike track/skate park	Funding for a BMX bike track, skate park, and sidewalk on East Laurel Drive in Salinas
Public Works, Facilities & Parks	San Lucas / San Ardo Neighborhood Parks	Construct neighborhood parks in communities where recreational amenities are currently lacking. Seek land owners willing to donate land for the purpose of constructing parks.
Public Works, Facilities & Parks	De Anza Trail	Funding for historic De Anza Trail project.
Public Works, Facilities & Parks	Playground Safety Compliance	Funding for projects to meet mandated requirements for playground safety at County parks.
Public Works, Facilities & Parks	Blight Removal	Regional approach to address abandoned structures that are in need of toxic remediation and removal in former Fort Ord.
Public Works, Facilities & Parks	Vehicle Replacement: Public Works and Parks	Replace (purchase or lease) old heavy equipment (e.g., stripers and patch trucks) with vehicles which meet air quality standards. New light duty equipment replacement due to age and usage. New septic vacuum truck for sewer maintenance at Parks (reservoir) facilities.
Public Works, Facilities & Parks	Elkhorn Slough Flood Protection / Ecological Restoration	Projects to improve the ecosystem of the slough, improve Elkhorn Road from flood risk, remove the rail line from flooding, and reduce risk of rail-line spills in the slough.
Public Works, Facilities & Parks	Flood Prevention – Countywide Drainage Maintenance	Proactively complete maintenance work along drainage areas within Monterey County which are prone to higher than normal flood risk. Work may include locating underground services, permitting, traffic management, on-site biology monitoring, vegetation management, debris removal, flushing culverts, excavation of sediment, bank stabilization, hauling, and reporting. Includes permitting/ environmental plus implementation

DEPARTMENT	PROJECT / NEED	PROJECT DESCRIPTION / NOTES
		costs. May want to consider a Countywide flood/drainage maintenance program permitting.
Public Works, Facilities & Parks	Litter Abatement	Supplemental funding and resources for removing illegal litter dumping in the County Road Right-of-Way.
Public Works, Facilities & Parks	Sidewalks in the South County	Projects using ATP grant funding to install new sidewalks in South County communities
Public Works, Facilities & Parks	Lockwood-San Lucas Bridge	Replacement of an aged truss bridge crossing the Salinas River. Project will enhance traffic safety.
Public Works, Facilities & Parks	Road and Bridge Maintenance	Projects to improve road and bridge maintenance, especially the 70% of County roads which do not meet State maintenance standards.
Public Works, Facilities & Parks	Improved Park Access	Road, parking, and trailhead improvements to improve access to Pinnacles National Park, Fort Ord, Toro Park, and Lake San Antonio.
Public Works, Facilities & Parks	Mobile Technology for Park Ranger Patrol Vehicles	Mobile computers in 12 park ranger patrol vehicles to link to the Sheriff's Department dispatch for accurate response mapping, hazardous chemical response, and critical enforcement data. Increased officer efficiency, safety, and customer service.
Public Works, Facilities & Parks	Road Resurfacing, Parking Lot and Drainage Repair	Lake San Antonio North Shore road resurfacing, parking lot improvements, and drainage system repairs.
Public Works, Facilities & Parks	Drinking Water, Storage, and Sanitation Upgrades	Water and sewer upgrades at multiple Parks locations, especially Laguna Seca, Toro Park, and Lake Nacimiento.
Public Works, Facilities & Parks	ADA Transition Plan	Complete an ADA Transition Plan and initiate upgrades at multiple Parks facilities.
Public Works, Facilities & Parks	Quagga & Zebra Mussel Prevention	Quagga and Zebra Mussel prevention activities to prevent infestation of Lakes Nacimiento & San Antonio. Enforcement, education, outreach, and facility improvements.
Water Resources Agency	Quagga & Zebra Mussels	Update quagga and zebra mussel prevention plan.
Water Resources Agency	Interlake Tunnel and Spillway Modification Project	Construction of a tunnel and associated components (e.g.: fish screens) to connect existing reservoir facilities, increase storage, and provide environmental and water conservation release efficiencies.
Water Resources Agency	San Antonio & Nacimiento Dam/Spillway	DSOD has inspected the San Antonio and Nacimiento dams/spillways. The Oroville Dam spillway failure caused increased scrutiny by DSOD

DEPARTMENT	PROJECT / NEED	PROJECT DESCRIPTION / NOTES
	Rehabilitation/Replacement	and will likely result in major rehabilitation or replacement of facilities at San Antonio and Nacimiento.
Water Resources Agency	Pajaro River Flood Risk Management Project	A combination of structural measures along the lower Pajaro River, Salsipuedes Creek and Corralitos Creek to reduce flood Risk in Pajaro and Watsonville.
Water Resources Agency	Salinas River Management Program	Improve watershed management, water delivery scenarios, and maintenance of the Salinas River to reduce flooding and restore habitat.
Water Resources Agency	Salinas River Habitat Conservation Plan	Develop a habitat conservation plan for facility operations and maintenance for compliance with the Endangered Species Act.
Water Resources Agency	Salinas Valley Water Project Phase II	Develop non-groundwater sources to offset groundwater pumping, reduce seawater intrusion into the Salinas River Groundwater Basin, and improve water supply (Permit 11043).
Water Resources Agency	Destruction of Abandoned Wells	With implementation of a recycled water source, wells in seawater intruded areas need to be destroyed so the well casings do not become conduits for seawater to move from upper to lower aquifers.
Water Resources Agency	Expansion of Recycled Water Project	Expand recycled water facilities in the coastal portion of the Salinas Valley.
Water Resources Agency	Flood Reduction Projects	Improve the Moss Landing tide gates, reduce Santa Rita Creek flooding, and reduce flood risks at waste treatment plant near Soledad.
Water Resources Agency	Planning and Environmental Assessment Funding	Planning and environmental assessment for nearly all projects to make them eligible for construction grant funding.
Public Safety		
CAO Health	Crisis Response Team	Crisis response team to better respond to crimes affecting the community. Crisis support and debriefing, service referrals, and staffing.
CAO	Social Marketing Campaign for Literacy	Social marketing programs to improve literacy, especially third grade reading proficiency, and promote violence prevention.
CAO	Victim Services	Expansion of Sexual Assault Response Team and Advocacy Center to South Monterey County for forensic examinations, law enforcement interviews with victims and witnesses of sexual assault and domestic violence.

DEPARTMENT	PROJECT / NEED	PROJECT DESCRIPTION / NOTES
CAO	Youth Diversion	Youth diversion programs that provide youth who commit first low-level crimes the opportunity to address the root causes of their actions and prevent juvenile justice involvement.
CAO	Youth Employment and Mentorship	Funding that will create youth employment opportunities paired with mentorship support designed for gang and system impacted youth.
CAO	Violence Interrupters	Programming to assist gang members seeking a way out and intervention to reduce the incidence of gang member families joining and participating in gangs.
CAO	Training and Professional Development	Training and professional development for providers of gang and system impacted youth to increase cultural competency, implement healing and trauma informed approaches to services and programs.
District Attorney	Case Management System Interface	Update case management system to interface with the systems of other local law enforcement agencies.
District Attorney	Digital Handheld Radios	Investigators require new handheld radios with dual bank capacity.
District Attorney	Staffing for Truancy and Victims Programs	Victim's Advocate position to provide services to additional victims of crime, Legal Assistant for the truancy program to improve outreach to schools around the County.
Emergency Communications (911)	911 Continuity of Operations	Expand dispatch center to allow 911 services set up at alternative location and/or assistance with maintaining a 911 dispatch center backup location to include emergency phone lines, Computer Aided Dispatch (CAD) and Radio Communication. Create more remote options for Next Generation 9-1-1 access to emergency phone lines, CAD and Radio (NGEN). The COIVD-19 Pandemic has demonstrated the need for more physical distance between workstations, improved filtration, and when needed remote access.
Emergency Communications (911)	Security for 911/OES Center	Perimeter fencing and security cameras for the shared facility 911 Dispatch Center and the primary Emergency Operations Center (EOC) in an emergency.
Office of Emergency Services	Enhance Emergency Response to Schools, Public Buildings, and Businesses	Provide on-site personnel at schools, public buildings, and business with alerting capability to notify 911 and send localized alerts during

DEPARTMENT	PROJECT / NEED	PROJECT DESCRIPTION / NOTES
		emergency situations. School safety/anti-terrorism technology.
Office of Emergency Services	Resiliency, Planning, Emergency Preparation, Recovery	Programming for community and regional resiliency building, planning for hazards, disasters, terrorism, emergency preparation, and post-disaster recovery.
Office of Emergency Services	State Homeland Security Grant	Funding to protect against, mitigate, respond to and recover from acts of terrorism and other catastrophic events.
Office of Emergency Services	Emergency Management Program Grant	Funding for preparing for all hazards to protect life and property. This grant must go through the Operational Area identified by the state.
Office of Emergency Services	UASI Grant - Urban Area Strategic Initiative	To build, enhance, and sustain capability to prevent and protect against acts of terrorism.
Office of Emergency Services	Emergency Management Activities	Funding for other emergency management activities involving preparedness, prevention, mitigation, and recovery (e.g.; PSPS or hazard mitigation).
Probation	Silver Star Resource Center	Improve youth/family services, truancy programs, behavioral health services, mentoring programs, Partners for Peace, fund nonprofit providers. Expand service to other County locations.
Probation	Infrastructure, Facilities, and Equipment	Improve office facilities, infrastructure, equipment (computers/software for client tracking between partner departments to improve case management.
Probation	Improved Programming for Probation Population, Improved Client Services	Programs for in-custody/reentry adults/juveniles. Deputy probation officer for First 5. Expand Child Advocate Program into a Family Advocate Program.
Probation	Training	Additional training for probation staff.
Public Defender	Improved Public Defender Services	Funding for attorneys, investigators, social workers, and legal support staff to process post sentence relief, AB 1810 evaluations, Franklin hearings, social reports for serious felony matters, perform community outreach, address dramatic increase in misdemeanor filings related to Prop 47, and provide other services. Funding for equipment to transition to a paperless office.
Sheriff	Corrections Improvement Funding	Upgrades to the jail to improve energy efficiency, improve ADA accessibility, improve security cameras, add mental health beds, expand eligibility worker staffing, and staff for jail programming.

DEPARTMENT	PROJECT / NEED	PROJECT DESCRIPTION / NOTES
Sheriff	Anti-Drug Trafficking Boat	Interdiction boat needed for new SWAT dive team to combat drug trafficking
Sheriff	Dash Cams, Body Cams, and Bullet Proof Vests	Dashboard cameras, body cameras, data storage equipment to support cameras, and bullet proof vests.
Sheriff	Fleet Replacement	Fleet replacement vehicles.
Sheriff	Cannabis Cultivation Related Enforcement	Increase enforcement of cannabis laws with additional staffing.
Sheriff	Staffing Expansion	Staffing: Deputies for program escorts, staff for record keeping, and crime scene lab technicians.
Sheriff District Attorney Probation	Case Management System Interface	Improve information sharing between justice related departments and the Courts system for sharing client information and better case management. Improvement should include better analytics and statistical tracking.
CAO with public safety, health, social services departments	JAG Grant - Board of State and Community Corrections (BSCC)	Staffing for the Sheriff's Department, District Attorney's Office, and the Probation Department focused on prevention, education, and law enforcement related truancy, gang related crimes, and substance abuse.

MONTEREY COUNTY BOARD OF SUPERVISORS
STRATEGIC GRANT SERVICES PROGRAM

POLICIES GOVERNING PROGRAM ACTIVITIES

The County of Monterey recognizes the need to pursue grant opportunities to fund projects and programs to serve our community. Many County departments routinely pursue grant funding from state and federal sources, and private foundations. The Board of Supervisors created the Strategic Grant Services Program to concentrate funding efforts on the County's highest priority needs and projects which require a high level of collaboration among County departments and/or community partners. The Program has a limited workload capacity which is directed by the Board through an annually adopted work plan. The Program works in close collaboration with the County's Legislative Program, which aims to maximize funding opportunities through state and federal sources which translate into possible County funding opportunities. The Program is executed by the County Administrative Office – Intergovernmental & Legislative Affairs Division (IGLA) with the assistance of the County's grant consultants, and with a high level of collaboration with County departments.

The following policies shall be followed in the execution of the Program:

I. Board of Supervisors

a. **Strategic Grant Services Program Work Plan:** The Board of Supervisors shall annually adopt a Strategic Grant Services Program work plan which guides program efforts and provides authority to pursue identified funding opportunities. The work plan includes priority projects identified by County departments in consultation with Strategic Grant Services Program staff and the County's grant consultants. The work plan includes a 20% contingency allowing for unanticipated funding opportunities.

b. **Legislative Committee:** Following work plan adoption by the Board, the Board's Legislative Committee shall provide routine Program guidance and direction.

c. **Authority to Submit Grant Applications – No County Funding Commitment:** The Board of Supervisors adopted Resolution No. 16-1322 on December 6, 2015, providing authorization to County departments to submit grant applications which do not require a commitment of County funds, beyond what is included in the adopted County Budget. • Resolution No. 16-1322

d. **Authority to Submit Grant Applications – With County Funding Commitment**: Grant applications which require financial commitments beyond those approved in the adopted County Budget require Board preauthorization. The lead department shall produce reports to gain Board approval prior to application submittal. If the deadline does not permit preauthorization, the lead department shall seek Board approval after application submittal, and if the Board denies application permission the lead department shall contact the grantor agency to withdraw the application.

e. **Authority to Accept Grant Awards:** The Board of Supervisors must take action to approve the acceptance of grant awards. The lead department shall produce reports to gain Board acceptance of the grant award before entering into any contract or work related to the award.

II. County Administrative Office - Intergovernmental & Legislative Affairs Division (IGLA)

a. **Program Management:** The Strategic Grant Services Program is executed by the County Administrative Office – Intergovernmental & Legislative Affairs (IGLA) Division. The Program operates in direct alignment with the Board's Legislative Program to advocate for state and federal program funding which may translate into County funding opportunities.

b. **Priority Projects:** For purposes of the Program, priority projects must align with Board Strategic Initiatives and Legislative Program, have an available funding source, and meet all grant requirements in order to submit a strong and competitive application.

c. **Grant Consulting Contract:** IGLA staff shall administer the grant consulting contract and direct the efforts of the County's grant consultants.

d. **Work Plan:** IGLA staff and the County's grant consultants shall develop an annual Strategic Grant Services Program work plan under the guidance of the Legislative Committee and present the work plan to the Board of Supervisors for approval. The work plan shall identify priority projects and funding sources to guide Program efforts for a 12-month period. The work plan is designed to be flexible to adjust to the County's changing priorities, and to take advantage of new or unanticipated funding opportunities.

e. **Grant Needs Inventory:** In consultation with the Board and department heads, IGLA staff and the County's grant consultants shall maintain a Grant Needs Inventory which identifies projects which require a source of grant funding and utilize the inventory to guide research on possible funding opportunities. The grant needs inventory is included in the annual SGSP.

f. **Research & Monitoring Funding Opportunities:** IGLA staff and the County's grant consultants shall, on an ongoing basis, research and monitor funding opportunities which align with projects identified in the grant needs inventory.

g. **Notification of Funding Opportunity:** IGLA staff and/or the County's grant consultants shall provide direct notification to County department(s), and when appropriate, community partner(s), of potential funding opportunities which match projects identified in the Grant Needs Inventory. The notification shall include a summary of the funding opportunity, relevant timelines, and general requirements.

h. **Initial Department Consultation:** IGLA staff and/or the County's grant consultants shall, if a County department(s) deems a funding opportunity worthy of further investigation, schedule and meet directly with the department head(s) or their designee(s) to discuss the proposed project, application requirements and potential partners in order to evaluate if a competitive project application can be developed.

i. **Initial Consultation with Grantor Agency:** If allowed, IGLA staff and/or the County's grant consultant shall conduct an initial consultation regarding a proposed project with the grantor agency to further analyze and determine project eligibility and competitiveness.

j. **Partnering with County Department(s) on the Application Process:** IGLA staff and/or the County's grant consultants shall provide strategic services in the development and if requested submittal of grant applications for a limited number of projects, with priority given to projects included in the Strategic Grant Services Program , and those that meet the priority project classification. The level of service provided for each application is dependent upon the needs of

the department, application complexity, level of coordination required, available department expertise and resources, and program capacity.

k. **Consult on Application Strategy:** IGLA staff and/or the County's grant consultants shall offer strategic expertise throughout the application development process aimed at putting forth a complete, compelling, and competitive application.

l. **Narrative, Scope, Schedule, Budget & Exhibits:** IGLA staff and/or the County's grant consultants shall offer strategic refinements to the grant application package including narrative, scope, schedule, budget, and exhibits, when possible in consultation with the grantor agency. Applications should highlight needs and benefits to make a strong case for project funding, ensure that all areas of the grant guidance are addressed and complete, ensure inclusion of appropriate exhibits, and focus the narrative to address application grading criteria to ensure the application receives the highest possible score when evaluated.

m. **Review - Internal:** IGLA staff and/or the County's grant consultants shall assist in the coordination and circulation of the application for review by County department(s) and partner(s).

n. **Review – With Grantor Agency:** IGLA staff and/or the County's grant consultants shall, if permissible and if time permits, seek to have the grantor agency review the draft application prior to submission.

o. **Letters of Support:** When appropriate and desirable, IGLA staff and/or the County's grant consultants shall coordinate the submittal of letters of support for priority grant projects from the Board of Supervisors, legislators, or other agencies as appropriate.

p. **Post-Application Adjustments:** If requested, IGLA staff and/or the County's grant consultants shall assist with post-application, pre-award adjustments to the grant application as requested by the grantor agency in collaboration with the grant applicant.

q. **Notices:** IGLA staff and/or the County's grant consultants shall monitor notices of grant awards.

r. **Post Award Announcement:** Following grant award notification, all responsibilities related to acceptance and execution of the grant falls to the grant manager as identified in the grant application.

III. Departments Roles & Responsibilities

a. **Obtaining Service:** IGLA staff and/or the County's grant consultants shall provide services in support of priority project grant applications at the request of a department head or their designee. Following initial consultation regarding the project and funding source, IGLA staff and/or the County's grant consultants shall identify the level of assistance which can be provided.

b. **Services Available:** IGLA staff and/or the County's grant consultants shall provide departments with assistance with grant applications for priority projects, notify departments of grant opportunities for priority projects, strategically evaluate grants to determine the odds of award, advise on technical questions about grant applications, communicate with grantor agencies to expedite the resolution of questions about the grant program, coordinate letters of support, coordinate between grant application partners to expedite applications, streamline grant applications, and review draft application materials.

c. **Department Responsibilities:** Applicant departments/subject matter expert staff or consultants shall design the project. Departments shall provide application material, prepare the project

narrative, tasks, deliverables, schedules, budgets, partner agreements, board reports, final application, and other application requirements. IGLA staff and/or the County's grant consultants may provide support preparing this application material. The applicant department is responsible for including all relevant staff and partners in the grant application process.

d. **Permissions with Partnership Projects:** When working on grant applications where the applicant is a non-County organization that provides service to the County, IGLA staff and/or the County's grant consultants shall obtain approval from the department which oversees this non-County organization's services before providing assistance.

e. **Partner Agreements:** The applicant department shall secure agreements with partners prior to the application deadline if the grant project application requires participation from other departments, agencies, non-profits, or other organizations. Agreements shall include partner and County roles, the resource requirements of each grant participant, and shall be memorialized in writing. The applicant department is also responsible for compliance with all County contract and purchasing policies before disbursing any grant funding.

IV. Support for Outside Agencies Grant Applications

a. **Letters of Support:** IGLA staff and/or the County's grant consultants shall coordinate letters of support from the Board of Supervisors for outside agency grant applications when requested if the project is consistent with the Board of Supervisors Strategic Initiatives, Legislative Program or other identified priorities.

Ballard Spahr LLP

EXHIBIT E

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MEMORANDUM

TO Monterey County Board of Supervisors

FROM Brent R. Heberlee

DATE January 11, 2021

RE Legislative Program: 2020 Federal Advocacy Report

Introduction

Over the last 13 months Congress has impeached a president, weathered a pandemic, and survived an attempted coup, all with a whole lot of crazy in between. And now (as of this writing), Congress appears to be initiating a second impeachment proceeding with ten days left in the Trump presidency. These are not normal times.

In this unprecedented political and social environment, the County's federal advocacy program functioned almost exclusively in a virtual setting – with few exceptions, lobbyists and other visitors were not permitted to enter congressional office buildings. The silver lining, if you can call it that, was that most members of Congress and their staff became more accessible over Zoom as compared to in person due to the reduced demands on their time.

While the presidential election and COVID-19 response dominated the political landscape in 2020, we found opportunities to address many of our policy priorities with the County's congressional delegation. Following is a summary of the County's federal advocacy efforts with which I was involved and policy updates on key federal legislative, budgetary, and regulatory issues included in the 2020 Legislative Program.

Summary of Accomplishments

- Meetings with Monterey County Officials

  - **BOS COVID-19 Briefings**: since last April, I have provided weekly updates to the Board of Supervisors on the federal response to COVID-19 and legislative and regulatory matters impacted by the pandemic.

  - **BOS Legislative Workshop**: in February, I attended the Board's Legislative Workshop in Gonzales. I assisted County staff with the preparation of issue briefs for the meeting and secured attendance of representatives of the County's congressional delegation, including Rep. Jimmy Panetta.

- COVID-19 Relief

Before the end of April, Congress had enacted four bipartisan pieces of legislation that directed trillions of dollars to coronavirus response and relief efforts. In the ensuing months, negotiations on an additional package between the House and Senate stalled, with each chamber opting to act on its own relief bill. In late December, Congress enacted its fifth and final COVID-19 relief bill of 2020. Throughout this process, I advised the County on the status and substance of each legislative proposal and advocated our position and concerns to our congressional delegation. The COVID-19 relief matters in which I was engaged most closely include the following:

  - **Direct, Flexible Funding to County Governments**: the County supported legislation, co-authored by Congressman Panetta, that would extend and expand the $150 billion Coronavirus Relief Fund established in the CARES Act to provide local governments of all sizes with direct and flexible funding to further assist in mitigating the virus, protect the public's health, and restore the economy. Passed House twice.

  - **Paid Sick and Medical Leave**: I advised the County on the provisions of the Family First Coronavirus Relief Act (FFCRA) that establishes an Emergency Paid Leave Program and requires employers to provide employees two weeks of paid sick leave to care for a child whose school has closed, or if the childcare provider is unavailable, due to the coronavirus.

  - **Support for Hospitals and Healthcare Providers**: I advised the County on additional funding made available to local hospitals and public health agencies for medical surge capacity issues, reimbursements for COVID-19 related expenses, lost revenue, and public health services for uninsured individuals. Natividad Medical Center will also benefit from a two year delay of Medicaid disproportionate share hospital (DSH) payment cuts that would have been implemented this year.

  - **Support for Small Businesses**: I advised the County on the Small Business Administration's implementation of the Paycheck Protection Program (PPP), a new

forgivable loan initiative aimed at helping small businesses and nonprofits weather the economic fallout from COVID-19 restrictions.

- **Support for Broadband Deployment and Services**: I advised the County about the establishment of a new $300 million broadband deployment grant program administered by the Commerce Department and targeted to areas lacking broadband, especially rural areas. The grants would be issued to qualifying partnerships between state and local governments and fixed broadband providers. The Consolidated Appropriations Act of 2021 also establishes a temporary $3.2 billion emergency broadband benefit at the FCC to help low-income individuals get or stay connected to broadband by providing a $50 monthly discount to households to help them afford broadband service, and a subsidy for a low-cost device such as a computer or tablet.

- **FEMA Public Assistance Program**: I advised the County on legislation cosponsored by Rep. Panetta that would adjust the FEMA cost share for all COVID-19 related declarations to 100% federal, up from the normal 75% federal and 25% non-federal.

- **Enhanced Unemployment Benefits:** I advised the County on the CARES Act provisions that established a new pandemic unemployment assistance program for gig workers, expanded relief for governmental and nonprofit entities, and an additional payment of $600 per week to each person receiving benefits through the end of 2020.

- **Economic Impact Payments:** I advised the County on the parameters of the stimulus checks provided to individuals and families that were authorized by the CARES Act (up to $1,200) and the Consolidated Appropriations Act of 2021 (up to $600).

- **Food Assistance:** I advised the County on the additional $15.5 billion for SNAP in the CARES Act, which has been completely drawn down due to increased program participation. Under the Consolidated Appropriations Act of 2021, all SNAP participant received a uniform monthly benefit increase of 15% on January 1, 2021, which is expected to cost around $18.5 billion.

- **Supported Economic Assistance for Undocumented Immigrants**: I affirmed the County's support to the congressional delegation for their efforts to extend economic aid to undocumented immigrant families excluded from relief in the CARES Act.

- 2020 Census

  - **Supported Efforts to Achieve a Complete Count**: I advised the County of Census Bureau policies and scheduling adjustments affecting the County's ability to achieve a complete count.

- Health Care
  - **340B Drug Discount Program**: I organized a meeting for County health officials with Rep. Panetta's staff to discuss their concerns with the recent changes imposed by drug manufacturers to the federal 340B Drug Pricing Program. The 340B program provides drugs at heavily discounted prices to contract pharmacies that support the Health Department's ten clinics.
  - **End Valley Fever Now Act**: the County supported legislation that would authorize funding to help train local medical providers to diagnose and treat those exposed to the disease. It would also provide funding for additional research and improved access to clinical trials for affected individuals.
- Cannabis
  - **Medical Marijuana Appropriations Rider**: the Consolidated Appropriations Act of 2021 includes what was previously known as the Rohrabacher-Blumenauer Amendment, which prohibits the Department of Justice from using federal funds to punish states or territories that have legalized medical marijuana. The bill does not include any similar protections for the legal recreational market, even though such protections were included in the House's first appropriations package earlier in 2020.
- Water Resources
  - **Supported Additional Funding for Water Storage and Recycling**: the County supported efforts by Senator Feinstein to extend funding for water storage projects under the WIIN Act. The Consolidated Appropriations Act of 2021 provided over $300 million for Bureau of Reclamation projects in California, including $15.5 million for the Pure Water Monterey Groundwater Replenishment Project.
  - **Supported Funding for the Pajaro River Flood Control Project:** I worked closely with Santa Cruz County's lobbyist to advocate for the Army Corps of Engineers to provide FY2020 Work Plan funding for the Pajaro River Flood Control project, resulting in $1.8 million allocated to the project. The counties also worked successfully with Congressman Panetta to include language in the FY2021 budget that should help the project compete for additional Work Plan funding this year.
- Housing and Homelessness
  - **Housing Vouchers and Student Homelessness Services**: the Consolidated Appropriations Act of 2021 includes $43.4 million in new targeted vouchers to reduce homelessness among families with children, individuals, the unsheltered, veterans, and survivors of domestic violence. It also includes $107 million for Education for Homeless Children and Youth, an increase of $5 million above the 2020 enacted level.

- Transportation
  - **FAST Act Extension**: Congress passed a one year extension of surface transportation reauthorization legislation, along with an additional $13.6 billion transfer to the Highway Trust Fund, which will provide states with certainty for planning their 2021 programs.
- Payments In Lieu of Taxes
  - **Supported Appropriations for PILT**: the County advocated successfully for one year of full, mandatory funding in FY2021 for the PILT program, which last year resulted in an award of over $973,000 to the County.

Outlook for 2021

The political landscape in Washington, D.C. was forever changed by the tragic events that unfolded on Capitol Hill on January 6th. As of this writing, it is still too soon even to hazard a guess as to what the long term impacts will be on our government and society, especially how our citizenry views its role in a representative democracy. And it's hard to believe that less than 24 hours before the rioters invaded the Capitol Building, another historic event unfolded that should have dominated the headlines for weeks – the unexpected victories of two Democratic candidates for the U.S. Senate in the Georgia special election.

The significance of the results in the Georgia runoff elections cannot be overstated. Once he takes office, President-elect Joe Biden will now have Democratic majorities in both the House and Senate, albeit by the slimmest of margins. The Senate will now be split 50-50 between the two parties, giving Vice President-elect Kamala Harris the tiebreaking vote and Democrats the ability to set the legislative agenda. Also important for President-elect Biden, Senate Democrats will control the confirmation process, allowing him to get his cabinet and over 1200 other positions requiring Senate confirmation filled much more quickly than if Republicans were in control of the process.

The top three policy priorities for President-elect Biden are COVID, COVID, and COVID. Specifically, Biden plans to speed the distribution effort by deploying every available dose of COVID-19 vaccine when he takes office in a shift from the Trump administration's approach of reserving half the available supply for second shots in a two-dose regimen. Biden is also likely to ask Congress to consider another COVID relief bill in the near term, including direct assistance to state and local governments.

Beyond COVID, President Biden is expected to pursue major initiatives on infrastructure, climate, health care expansion, immigration, voting rights, election security, and student debt relief. The Senate filibuster may prevent legislative success in many of these areas, forcing Biden to pursue executive actions and use of budget reconciliation procedures as a work around for Republican opposition in the Senate. Biden will also move quickly to overturn Trump administration regulations using the Congressional Review Act,

which provides for expedited legislative procedures and avoids filibuster concerns in the Senate. Biden's professed desire to pursue bipartisan solutions to many hotly contested issues will be tested early and often as he engages with members of the institution he served in for 36 years.

COVID-19 Disparate Impact Advocacy

Our advocacy to address the disparate impact of the federal response to COVID-19 has been ongoing since the beginning of the pandemic. I have worked closely with County staff to keep our congressional delegation informed of federal policies and legislative proposals that are of concern to the County, including in the following areas:

- 2020 Census: the effort to achieve a complete count in the County has been challenged by schedule adjustments and restrictions on outreach targeted at hard to count communities.

- Health Care: the lack of access to health care by undocumented immigrants, exacerbated by hostile immigration policies and exclusion from many public assistance programs, has led to disproportionate rates of disease and death in communities of color.

- Broadband: the pandemic has magnified the digital divide, especially for children in a virtual learning environment, but also for low-income residents of all ages and those in residing in rural parts of the County.

- Housing: the congregate living environment for many County residents, particularly those in farmworker households, presents unique challenges to stem the spread of COVID-19.

- Small Business Assistance: the latest round of funding for PPP small business loans includes targeted assistance for minority-focused lenders.

President-elect Biden has established a new COVID-19 Equity Task Force that will be focused on combating pandemic-related health disparities in communities of color. The concept for the task force is based largely on legislation introduced in the Senate last April by now-Vice President-elect Kamala Harris. A primary role for the task force will include working with local and community leaders on education and outreach efforts to communities of color and ensuring equitable access to PPE, testing, and vaccine.

Ballard Spahr LLP

County of Monterey Federal Issues Track 2019-20

Measure	*Author*	*Topic*	*Brief Summary*	*Position*	*Notes*
Medical Marijuana appropriations rider	Blumenauer	Cannabis	Prohibits DOJ from spending funds to prevent certain states "from implementing their own State laws that authorize the use, distribution, possession or cultivation of medical marijuana"	Monitor	1/28/19 passed House as part of appropriations package to reopen the government 12/27/20 enacted as part of the Consolidated Appropriations Act of 2021
H.R. 1595 S. 1200	Perlmutter Merkley	Cannabis	SAFE Banking Act – creates a safe harbor for financial institutions to provide services to lawful, state-authorized cannabis businesses	Monitor	3/28/19 approved by Financial Services Com 9/25/19 passed House 5/15/20 passed House in HEROES Act
H.R. 3884 S. 2227	Nadler Harris	Cannabis	Marijuana Opportunity Reinvestment and Expungement (MORE) Act of 2019 -- decriminalizes and deschedules cannabis, provides for reinvestment in certain persons adversely impacted by the War on Drugs, provides for expungement of certain cannabis offenses	Monitor	12/4/20 passed House
H.R. 3185	Panetta	Economic Development	Defense Language Improvement Act – authorizes the Defense Language Institute Foreign Language Center to confer a BA degree in foreign language	Monitor	1/1/21 enacted as part of the FY2021 National Defense Authorization Act
H.R. 7467	Panetta	Economic Development	Revolving Loan Fund Flexibility Act – provides flexibility for use of EDA grant funds	Monitor	6/26-29/20 emails with Panetta staff 7/1/20 passed House as amdt to H.R. 2
H.R. 8802	Horsford	Economic Development	Hospitality and Commerce Job Recovery Act	Support	12/17/20 LC Support
CAFE standards	EPA/NHTSA	Environment	EPA proposal would lower auto emission standards and revoke CA waiver to set more stringent standards	Oppose	10/25/18 comment letter submitted to regulations.gov
H.R. 4051 S. 2284	Panetta Feinstein	Environment	Climate Action Rebate Act – imposes a carbon fee on fossil fuels and rebates revenues to low-income citizens	Support	10/14/19 LC Support 10/15/19 letters to Rep. Panetta and Sen. Feinstein

Measure	*Author*	*Topic*	*Brief Summary*	*Position*	*Notes*
H.R. 310 H.R. 1941 S. 1318	Huffman Cunningham Feinstein	Environment	West Coast Ocean Protection Act – prohibits offshore oil and gas development	Support	5/13/19 LC Support 5/14/19 Letters to Panetta, Feinstein, Harris 9/11/19 passed House
BLM Central Coast Oil and Gas Proposal	BLM	Environment	Proposal to increase oil and gas fracking on public lands	Protest	6/4/19 BOS approved protest position 6/5/19 Letter filed with BLM 10/4/19 BLM ROD issued; County protest dismissed
H.R. 5303	Panetta	Environment	Establishes a moratorium on new oil and gas leasing on federal land on the central coast	Monitor	7/24/20 passed House as part of FY2021 appropriations bill
S. 4431	Feinstein	Environment	Emergency Wildfire and Public Safety Act	Monitor	9/1/20 letter received from Feinstein requesting support 9/14/20 LC Support
H.R. 8731	Panetta	Environment	Save Our Forests Act	Support	10/19/20 request for support from Panetta 11/9/20 LC Support
H.R. 530	Eshoo	Government	Legislation to overturn an FCC rulemaking on 5G wireless network deployment that curtails local authority	Support	3/11/19 LC Support 3/15/19 letter sent to Panetta
2020 Census	Commerce Department	Government	The U.S. Census Bureau is conducting the 2020 Census and implementing policies that will fail to achieve a complete count	Support	10/1/18 letter to U.S. Census Bureau in support of opening a census office in Monterey County 11/13/18 response letter received from U.S. Census Bureau denying request 1/16/19 Panetta letter to Commerce 3/5/19 meeting with Department of Commerce and Census Bureau officials in DC 3/6/19 meeting with congressional delegation 10/15/20 call with Panetta's office
H.R. 3043	Kirkpatrick	Government	Permanently Authorizing PILT Act	Monitor	
H.R. 6467	Neguse	Government	Coronavirus Community Relief Act	Monitor	4/30/20 call with Panetta staff
H.R. 7090	Cook	Government	Coronavirus County Relief and Stability Act	Monitor	5/26-6/3/20 emails with Panetta staff
H.R. 1629 S. 1015	Torres Burr	Government	911 SAVES Act	Monitor	

Measure	*Author*	*Topic*	*Brief Summary*	*Position*	*Notes*
H.R. 2420 S. 1267	Serrano Menendez	Government	National Museum of the American Latino Act	Monitor	7/27/20 passed House
H.R. 8112	Thompson	Government	Increase Federal Disaster Cost Share Act	Monitor	
H.R. 3022 H.R. 3054	Engel Olson	Health	Repeal and/or delay of Disproportionate Share Hospital (DSH) payment reductions under the ACA	Support	7/22/19 LC Support
S. 1895	Alexander	Health	Lower Health Care Costs Act – extends mandatory funding for community health centers and authorizes new grant programs for local health departments	Support	7/22/19 LC Support
H.R. 987 S. 455 S. 1400	Rochester Shaheen Menendez	Health	Increases consumer access to comprehensive and affordable health care services	Support	6/7/19 Letters to Feinstein and Harris
H.R. 5438	Cox	Health	End Valley Fever Now Act – authorizes funding for research and clinical trials	Support	1/13/20 LC Support
H.R. 7327	Lowey	Health	Child Care for Economic Recovery Act	Monitor	7/29/20 passed House
H.R. 7027	DeLauro	Health	Child Care Is Essential Act	Monitor	7/29/20 passed House
340B Drug Program		Health	Pharmaceutical industry is seeking to restrict use of contract pharmacies for dispensing discounted drugs	Monitor	11/2/20 briefing with Health Dept and Panetta staff
McKinney-Vento program	Department of Education	Homelessness	Department of Education provides funding to local education departments to address student homelessness issues	Support	3/6/19 meeting with congressional delegation 5/8/19 FY2020 funding approved by House Appropriations Committee
H.R. 2001	Stivers	Homelessness	Homeless Children and Youth Act – expands HUD's definition of "homeless" to include all children and youth who are already verified as homeless by other educational and social services programs	Monitor	
Emergency Solutions Grant program	HUD	Homelessness	Provides grants to local governments to address homelessness issues	Support	3/6/19 meeting with congressional delegation

Measure	*Author*	*Topic*	*Brief Summary*	*Position*	*Notes*
S. 923	Feinstein	Homelessness	Fighting Homelessness Through Services and Housing Act – provides grants to local governments for housing and homeless services	Support	4/8/19 LC Support 4/9/19 Letter to Sen. Feinstein
H.R. 7351	Gomez	Housing	Opportunity Starts at Home Act - establishes a new tax credit that supports affordable housing financed by the Low-Income Housing Tax Credit	Monitor	
Census Question on Citizenship	Commerce Department	Immigration	Commerce Department intends to include a question on citizenship on the 2020 Census	Oppose	1/30/18 letter to Secretary of Commerce and congressional delegation 3/5/19 meeting with Department of Commerce and Census Bureau officials in DC 3/6/19 meeting with congressional delegation
H.R. 6	Roybal-Allard	Immigration	American Dream and Promise Act of 2019 – provides Dreamers and TPS recipients with an earned pathway to citizenship	Monitor	3/12/19 cosponsored by Panetta 6/4/19 passed House
S. 879	Van Hollen	Immigration	SECURE Act – provides TPS recipients with an earned pathway to citizenship	Monitor	3/26/19 cosponsored by Feinstein
S. 175 H.R. 641	Feinstein Harris Panetta	Immigration	Agricultural Worker Program Act - farmworkers who have worked in agriculture for at least 100 days in each of the past two years may earn lawful "blue card" status and potentially transition to lawful permanent residency	Support	2/11/19 LC Support 2/12/19 letters to Panetta, Feinstein & Harris 3/6/19 meeting with congressional delegation
S. 292 H.R. 541	Feinstein Harris Panetta	Immigration	Keep Families Together Act – prohibits DHS from separating undocumented children from their parents at or near the border	Support	2/11/19 LC Support 2/12/19 letters to Panetta, Feinstein & Harris
H.R. 4916	Panetta	Immigration	Farm Workforce Modernization Act – establishes new program for ag workers to earn legal status	Support	11/12/19 LC Support 11/17/19 letters to Panetta, Feinstein & Harris
H.R. 6437	Chu	Immigration	Coronavirus Immigrant Families Protection Act	Monitor	4/30/20 call with Panetta staff
H.R. 3328	Torres	Immigration	Citizenship Affordability Act – provides for fee waivers for naturalization	Monitor	12/5/19 comment letter submitted to USCIS

Measure	*Author*	*Topic*	*Brief Summary*	*Position*	*Notes*
S. 2302	Barasso	Infrastructure	America's Transportation Infrastructure Act – reauthorizes federal surface transportation programs for five years	Monitor	10/14/19 LC Watch
Pajaro River Flood Control Project		Infrastructure	Monterey and Santa Cruz counties are working with the Army Corps of Engineers to authorize and fund a flood control project for the Pajaro River	Support	3/2/19 NACo resolution cosponsored by Monterey and Santa Cruz counties adopted 3/5/19 meeting with Panetta 8/13-14/19 meetings with ACOE, House and Senate staff 12/12/19 ACOE signs Director's Report 12/20/19 report language in FY20 budget 2/11/20 ACOE FY20 Work Plan - $1.8M 11/20/20 MCWRA letter to Feinstein/Harris on FY2021 appropriations 12/27/20 report language in FY21 budget
S. 4131	Klobuchar	Infrastructure	Accessible, Affordable Internet for All Act – provides $80 billion for broadband deployment	Monitor	
H.R. 8	Thompson	Justice	Bipartisan Background Checks Act – requires background checks for all gun sales	Monitor	2/27/19 passed House
H.R. 1112	Clyburn	Justice	Enhanced Background Checks Act – closes loophole related to three day waiting period for gun sales	Monitor	2/27/19 passed House
S. 488 H.R. 35	Harris Rush	Justice	Justice for Victims of Lynching Act	Support	6/7/19 Letter to Panetta 2/26/20 passed House
S. 4	Harris	Tax	LIFT Middle Class Act – establishes a refundable middle class tax credit of up to $3,000 for individuals and $6,000 for married couples	Support	4/8/19 LC Support 4/9/19 Letter to Sen. Harris
H.R. 7197	Blumenauer	Tax	RESTAURANTS Act – establishes a $120 billion revitalization fund to help independent restaurants deal with the COVID pandemic	Monitor	
H.R. 7222	Panetta	Tax	Safe Reopening Tax Credit Act - provides businesses and nonprofits a tax credit for expenses related to the COVID pandemic	Monitor	

Measure	***Author***	***Topic***	***Brief Summary***	***Position***	***Notes***
S. 1932	Gardner Feinstein	Water	Drought Resiliency and Water Supply Infrastructure Act – extends water storage and recycling programs authorized by the WIIN Act	Support	7/22/19 LC Support 7/31/19 Letter to Sen. Feinstein 12/27/20 similar provision included in FY21 Consolidated Appropriations Act
S. 2466	Harris	Water	Water Justice Act – provides funding for safe drinking water programs for high-risk communities	Monitor	10/14/19 LC Support 10/15/19 letter to Sen. Harris
Interlake Tunnel Project		Water	WIIN Act Section 4007 water storage funding opportunity through Bureau of Reclamation		7/1/19 call with Bureau of Reclamation 7/3/19 call with WRA and County staff 9/5/19 call with Bureau of Reclamation
San Antonio Dam Repairs		Water	Federal funding is needed to assist with costs associated with repairs to the spillway		11/6/19 call with Feinstein staff
Salinas Valley Water Project		Water	Biological Opinion for project has been rescinded by NOAA/NMFS		2/28/19 update provided to Rep. Panetta staff

NOSSAMAN LLP | Memorandum

TO: Monterey County Board of Supervisors

FROM: Ashley S. Walker, Senior Policy Advisor

RE: Legislative Program: 2020 Annual Report

DATE: January 11, 2021

I. Introduction

Nossaman LLP is honored to represent the County of Monterey at the state level of government to achieve the goals outlined in the County's Legislative Program. This past year was unprecedented, as we faced extreme challenges in our state and nation due to the COVID-19 pandemic. We took an "all-hands on deck" approach to advocacy in 2020, resulting in an even stronger working relationship between Nossaman, the County, and our legislative delegation. We look forward to continuing our success and work together in partnership with the County, as we enter what is sure to be another interesting and demanding 2021-22 Legislative Session.

II. Summary of Legislative Accomplishments in 2020

Nossaman collaborated with the County to achieve the following legislative accomplishments:

- **Monterey County's 2020 Legislative Advocacy Fast Facts:**
  - Reviewed 2,223 bills for potential impacts to the County.
  - Drafted 42 position letters.
  - Drafted 16 position memos.
  - Supported 25 bills.
  - Opposed 3 bills.
  - Watched 7 bills.
  - Advocated on 3 state budget issues outside of the COVID-19 pandemic.
  - Advocated on 13 COVID-19 specific issues.
  - Engaged on 4 state ballot propositions.
  - Of the bills supported by the County, 9 bills were signed.
  - Of bills that the County opposed, only 1 was signed.

- **State Budget Issues (Outside of COVID-19):** We worked with the County of the following budget related issues that were not related to the COVID-19 pandemic.

  - **Old Jail State Budget Request:** At the beginning of 2020, the State was enjoying a budget surplus and making investments in community projects. We worked with the County's former Resource Management Agency on preparing a state budget request for funding the Old Jail project and presented it to our Legislative Delegation. Assemblymember Rivas had planned to assist the County with this effort, but the request was put on hold due to the COVID-19 pandemic and the dire impacts to our State's budget.

  - **Realignment:** The County requested stabilization of funding for 1991 and 2011 Realignment funded programs (public health, public safety, social services, and behavioral health services) to avoid massive cuts or service disruptions. Efforts were

coordinated with CSAC and other counties. This was successfully included in the State budget.

- **Vape Tax Proposal:** The County requested that First 5 receive 14.8% of Vape Tax revenues. Efforts were coordinated with CSAC and First 5. This proposal was not included in the final enacted budget, but is likely to be considered again.

- **Efforts on Legislation:** The County took 35 positions in 2020 which is consistent with a normal legislative year. However, not many bills made it through the legislative process and to the Governor's desk, largely due to the Legislature and Governor's shift in focus to address the COVID-19 pandemic. There were many challenges the Legislature faced in 2020 in terms of passing legislation, including a shortened legislative calendar with unexpected recesses. Below is a chart outlining the bills we took positions on that made it to the Governor's desk, and the final actions taken on the proposals.

Measure	Author	Topic	Position	Status
AB 331	Medina	Pupil instruction: high school graduation requirements: ethnic studies.	Support	*VETOED*
AB 1460	Weber	California State University: graduation requirement: ethnic studies.	Support	*SIGNED*
AB 1525	Jones-Sawyer	Cannabis: financial institutions.	Support	*SIGNED*
AB 1945	Salas	Emergency services: first responders.	Support	*SIGNED*
AB 2043	Rivas, Robert	Occupational safety and health: agricultural employers and employees: COVID-19 response.	Support	*SIGNED*
AB 2164	Rivas, Robert	Telehealth.	Support	*VETOED*
ACA 4	Mullin	Elections: voting age.	Support	*SIGNED*
SB 67	McGuire	Cannabis: marketing: appellations of origin: county, city, or city and county of origin.	Support	*SIGNED*
SB 823	Committee on Budget and Fiscal Review	Juvenile justice realignment: Office of Youth and Community Restoration.	Oppose	*SIGNED*
SB 1102	Monning	Employers: Labor Commissioner: required disclosures.	Support	*VETOED*
SB 1117	Monning	Master-meter customers: electrical or gas service.	Support	*SIGNED*
SB 1231	Monning	Endangered species: take: Santa Cruz long-toed salamander.	Support	*SIGNED*
SB 1409	Caballero	Franchise Tax Board: California earned income tax credit: report.	Support	*SIGNED*

- **COVID-19 Related Issues and Disparate Impacts:** In 2020, we worked with the County to focus much of our state advocacy efforts on the impacts locally and statewide due to the COVID-19 pandemic. We have worked closely with the County to address the disparate impacts of the COVID-19 pandemic on the most vulnerable populations since the first stay-at-home orders were announced in March 2020. As outlined below, we have worked with our legislative delegation and policy makers across the state on the following issues that are prioritized in the County's Covid-19 Pandemic Disparate Impact Report, such as: Broadband expansion, economic development, education, housing and homelessness, increased state investments, public health related issues, and Spanish translation of pandemic guidance documents. Specifically, we advocated for:

    - **All Mail November Election:** Requested issuance of Executive Order to conduct the November 3, 2020 Presidential Election entirely by mail.

    - **Barbershops and Hair Salons:** Requested reconsideration of guidelines to allow outdoor operations for barbershops and hair salons.

    - **Beach Closures – Labor Day Weekend:** Requested closure of State beaches in Monterey County during Labor Day Weekend.

    - **Cal OES Trailers:** Requested the State fulfill its commitment by Cal OES to provide Monterey County with 100 trailers to assist with housing efforts related to COVID-19 pandemic.

    - **CARES Act Funding for Counties:** Requested that CARES Act funding be allocated to the 42 of 48 small counties with populations under 500,000.

    - **Disaster Relief for Undocumented:** Requested creation of a disaster relief fund for undocumented community members that do not qualify for other public benefits and resources.

    - **Food and Supplies:** Requested assistance to ensure the availability of resources and commodities to local businesses so that necessary supplies, food and water are available to our community.

    - **Food Emergency:** Requested that the State expand resources to support California's food banks including local capacity and ongoing sustenance of waivers in the CalFresh and WIC Programs.

    - **Housing for the Harvest:** Requested the State to assist local hotels in contracting with the Housing for the Harvest Program.

    - **PPE & Testing for Farmworkers:** Requested assistance in securing Personal Protective Equipment (PPE) and testing supplies to protect essential farmworkers.

    - **Restaurant Re-openings:** Requested to allow counties to implement safe restaurant policies in accordance with established state and county safety protocols, thus enabling restaurants in the purple tier to open immediately for indoor dining at 25% of pre-COVID-19 capacity – moving to 50% once counties achieve the red tier.

- **School Re-openings:** Requested guidance and resources to assist K-12 school districts and students to facilitate reopening (testing/response, PPE, technology).

- **Spanish Translation:** Requested for Spanish Translation of Industry Guidance and Checklist Documents.

- **Vaccine – Farmerworker Prioritization:** Requested that the State's farmworker population be prioritized to receive COVID-19 vaccinations to protect our farmworkers who are providing critical and essential service for our community, region, and state.

- **Wine Tasting Rooms:** Requested to allow counties to permit winery tasting rooms to open immediately for indoor wine tasting experiences at a safe capacity, without any food service requirements. This reopening incorporates the implementation of safe winery tasting room practices according to established State, County, and industry health protocols.

- **Other Advocacy Efforts:**

  - **Ballot Propositions:** Nossaman presented all of the 2020 ballot propositions to the Legislative Committee for recommendation to the full board of supervisors. The Board took support positions on the following four ballot propositions:

    - Proposition 16 would have removed the ban on affirmative action involving race-based or sex-based preferences from the California Constitution. The proposition was not passed by voters.

    - Proposition 17 amends the Constitution of California to allow people who are on parole for felony convictions to vote. The proposition was passed by voters.

    - Proposition 18 would have authorize a United States citizen who is 17 years of age, is a resident of this State, and will be at least 18 years of age at the time of the next general election to register to vote and to vote in any intervening primary or special election that occurs after the person registers to vote. The proposition was not passed by the voters.

    - Proposition 21 would have allowed local governments to enact rent control on housing that was first occupied over 15 years ago, with an exception for landlords who own no more than two homes with distinct titles or subdivided interests. The proposition was not passed by voters.

  - **Broadband:** Nossaman worked with the County to engage on access to broadband issues that have been exacerbated by the COVID-19 pandemic. The Board of Supervisors endorsed a letter to the California Public Utilities Commission regarding the California LifeLine proposed decision that focused on improving affordable broadband offerings without raising California LifeLine subsidy levels. This proposed decision also prioritizes access to emergency services through voice and bundled wireline services. Additionally, the Board sent a letter to the County's Internet Service Providers (ISPs) to participate in the California LifeLine program.

- **Climate Change:** Nossaman worked in a coalition of stakeholders to advocate for a minimum of $700 million to be included in the Legislature's Climate Change and Resiliency Bond proposal for critically needed dam safety improvements. The Bond was put on hold due to the focus on the COVID-19 pandemic, but has already been reintroduced this legislative session.

- **Engagement with CSAC and RCRC:** Nossaman attended weekly legislative meetings with CSAC and advocates for counties across the State. In these meetings, we discussed the most important issues facing counties and coordinate strategy for supporting, opposing or amending legislation or budget proposals. The County joined RCRC and Nossaman keeps in communication with RCRC staff to update them on the Counties rural related priorities.

- **Engagement with County Board of Supervisors and Staff:** Due to the COVID-19 pandemic, Nossaman began participating in weekly briefings for the Board of Supervisors, preparing and providing detailed updates related to COVID-19 state legislative and budget issues. Additionally, as we do each year, we met with each Member of the Board of Supervisors to ensure our legislative program reflects the Board's vision. Nossaman met regularly with county staff to provide updates on state legislation and our advocacy efforts.

- **Engagement with Legislative Delegation and Staff:** Nossaman met with the County's legislative delegation and/or staff on an almost weekly basis to discuss legislative proposals and positions, budget issues, and priority projects within the County.

III. Looking Ahead to 2021

As we prepared for the new two-year legislative session, we anticipate opportunities for the County to be highly engaged on budget and legislative issues that directly impact the County's response to the COVID-19 pandemic, services provided to the community, administration of services, infrastructure, county operations, and financial security. Below Nossaman has outlined what we can anticipate in 2021.

- **New Session:** California lawmakers returned to Sacramento on January 11, 2021, after delaying the start of session one week due to the COVID-19 pandemic. We anticipate the Legislature and Administration needing to be flexible with the legislative calendar, as they were last year, in the event that there are extended or unplanned recesses due to the pandemic. According to Capitol Public Radio, more than a dozen Capitol staff have tested positive for COVID-19 since Members were sworn in on December 7, 2020.

  There are new Members of the Legislature we will want to get to know, and the County has a new Senator in District 17, John Laird. New legislative leadership and committee assignments have been announced, and the Assembly created a new standing committee titled "Committee on Emergency Management" that will be tasked with hearing bills related to issues like the pandemic and wildfire response.

- **FY 2021-22 State Budget:** On Friday, January 8 the Governor released his January State Budget Proposal and summary. The lengthy 380 page document contains a long wish-list from the Administration, and urges the Legislature to take immediate actions on some items such as reopening schools and a state stimulus plan. The State is enjoying a one-time budget surplus of $26 million; however the LAO still predicts large deficits in the out-years, reaching a $17 billion budget shortfall by FY 2024-25. The Legislature and Administration will debate the details of the budget through short term immediate actions, and longer term fiscal year proposals.

- **Disparate Impact Advocacy:** While we accomplished some of the important goals outlined in the Disparate Impact legislative advocacy section, lot's more is still to be done. We anticipate advocating in the following areas (this is not an all-inclusive list):

    - **Affordable Housing:** Multiple legislative proposals aimed at streamlining affordable housing developments, as well as state budget proposals and support for HCD.

    - **Broadband:** Broadband and cell service expansion to disadvantaged and hard to reach communities, including a broadband bond proposal and telehealth funding in the state budget.

    - **Childcare:** Supportive services and funding in the state budget for expanded child care efforts.

    - **Economic Development:** Funding in the state budget to support small businesses and nonprofits impacted by the pandemic.

    - **Food security:** Legislative proposals to expand eligibility of food programs, and state budget funding for food banks.

    - **Homelessness:** Additional funding in the state budget to address homelessness.

    - **Public Health:** Investments in public health initiatives to address the pandemic, such as testing, contact tracing, and vaccine distribution. Additionally, the state budget proposal for CalAIM.

    - **Project Homekey:** State contracts for hotels/motels and additional funding in the state budget, and supporting the inclusion of wage replacement through Senator Caballero's efforts.

    - **Stimulus:** The Golden State Stimulus package in the state budget that provides cash payments to low income households and extends the eviction moratorium due to the pandemic.

    - **Student Mental Health:** Funding in the state budget to support student mental health services through counties.

- **2021 Legislative Committee Assignments**: The following chart outlines the County's legislative delegation and associated committee assignments.

LEGISLATOR	COMMITTEE/LEADERSHIP ASSIGNMENT
Senator Anna Caballero	• Agriculture • Banking And Financial Institutions • Budget And Fiscal Review • Budget And Fiscal Review Subcommittee No. 4 On State Administration And General Government • Housing • Joint Committee On Fairs, Allocation And Classification • Joint Legislative Budget Committee • Judiciary
Senator John Laird	• Appropriations • Budget And Fiscal Review • Budget And Fiscal Review Subcommittee No. 1 On Education • Joint Committee On Rules • Joint Legislative Audit Committee • Joint Legislative Budget Committee • Judiciary • Labor Public Employment And Retirement • Natural Resources And Water • Rules
Assemblymember Robert Rivas	• Agriculture • Appropriations • Governmental Organization • Joint Committee On Fairs, Allocation And Classification • Local Government • Select Committee On Latina Inequities
Assemblymember Mark Stone	• Banking And Finance • Budget • Budget Subcommittee No. 5 On Public Safety • Human Services • Joint Committee On Fisheries And Aquaculture • Judiciary • Natural Resources

NOSSAMAN LLP | Memorandum

TO: Monterey County Board of Supervisors

FROM: Ashley S. Walker, Senior Policy Advisor

RE: Strategic Grant Services Program: 2020 Annual Report

DATE: January 11, 2021

I. Introduction

The Strategic Grants Services Program (SGSP) was created by the Board of Supervisors in recognition of the need to concentrate funding efforts on the County's highest priority needs and projects. Nossaman began working with County's CAO-Intergovernmental & Legislative Affairs Division (IGLA) in September 2014 on the new program to enhance the County's success at securing multiple and varied grant awards. Nossaman works in close collaboration with the IGLA office to align our efforts with the County's Legislative Program. This alignment ensures that the many narrowly focused state and federal grant funding opportunities still support the County's primary goals.

The designation of "priority projects" which Nossaman has/or will work on is based on the following criteria:

- Alignment with the Board's Strategic Initiatives & Milestones
- Alignment with the Board's Legislative Priorities
- Availability of grant funding
- Ability to meet grant requirements
- Grant matching fund requirements
- Analysis of the ability to develop a competitive grant application

Nossaman engages on a regular basis with County Departments to provide feedback and suggest strategies regarding funding needs for priority projects. Often times this preparation work sets up projects for future funding opportunities, such as upcoming bond programs.

II. Summary of Accomplishments in 2020

The SGSP has been a very successful partnership between the County and Nossaman. A summary of our accomplishments in 2020 include:

- **Total Grant and Funding Secured since September 2014:** Worked with County Departments to secure a total of **$48,022,411** for high priority projects.

- **Funding in 2020 Successfully Secured: Nossaman and the IGLA office** worked with several county departments on the following four successful efforts for grant funding.

    - $175,000 through the Sustainable Agricultural Lands Conservation Program. Nossaman and the IGLA office reviewed the application prepared by the County's Sustainability Program Manager.

- $996,545 through the Proposition 64 Public Health & Safety Grant Program. Nossaman and the IGLA office participated in meetings with County departments to discuss the program and potential projects and assisted in reviewing the application.

- $58,000 through the BJA Coronavirus Emergency Supplemental program. The IGLA office provided a review of this application.

- $150,000 through the Cannabis Equity Grant Program. Nossaman and the IGLA office met with staff to discuss potential funding opportunity and reviewed initial draft application to provide feedback on competitiveness.

- **Grant Applications Submitted:** Assisted various county departments with the successful submission of four grant applications.

- **Alerts:** Nossaman alerted varies county department of 34 different funding opportunities that may be of interest to those departments and nonprofit partners on topics such as homelessness, water, climate adaptation, public health, affordable housing, parks, and public safety.

- **Funding Research Requests:** Provided strategic consultation on potential funding opportunities for 12 County projects (detailed below).

- **Grant Application Support Letters:** Coordinated securing grant support letters for eight projects benefiting the County. Seven of these projects were led by applicants other than the County, and the support letter was on behalf of the Board of Supervisors. The eighth project was the CRFREE project and letter was secured from Congressman Panetta.

- **Grant Needs Inventory:** Consulted with all department heads and Supervisors to collect updated information on critical unfunded projects within the County. There is currently a backlog of over 160 County projects which need funding to proceed.

- **Strategic Grant Services Program Work Plan:** Under the guidance of the Board's Legislative Committee and in collaboration with departments, developed a work plan for calendar year 2020.

III. <u>Strategic Advice Provided on Projects</u>

Nossaman regularly assists with on-going projects in need of funding and provides research on grant opportunities at the request of Supervisors and/or Department heads. These efforts don't necessarily result in the immediate submission of a grant application, but rather lay the groundwork for future funding opportunities. Below is an outline of the projects we worked on in 2020.

- **BMX/Skate Park:** Nossaman continued to keep the County informed of potential Propostion 68 funds that could be used to develop a BMX/Skate Park.

- **Cannabis:** The IGLA office took the lead on a Cannabis Equity Grant application, requesting $150,000 to conduct a cannabis equity assessment. The assessment is in partnership with California State University Monterey Bay (CSUMB). The County has preliminarily identified two groups that have been disproportionately impacted by the War on Drugs: the Latinx community that represents a majority of both population and workforce of the legal cannabis industry within Monterey County, and rural communities

that were subject to frequent searches and seizures. Nossaman participated in all the County meetings regarding the application, provided feedback and suggestions on the grant strategy and content, and reviewed the narrative.

Additionally, the County requested $964,000 in funding through the Proposition 64 (BSCC) Public Health and Safety Grant to address improving coordination between County departments, the illicit market, and increase public education and community relations through a county-wide cannabis initiative. Nossaman participated in meetings with several County Department to discuss a potential application for this program. Nossaman and IGLA staff reviewed and provide feedback on the application prior to submittal.

- **Carmel Lagoon:** Nossaman continued to monitor and research potential funding opportunities for the Carmel Lagoon project.

- **Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE):** Nossaman reviewed the first draft of this application, along with comments from the Big Sur Land Trust, and the final application that was submitted in December 2019. The County was notified by FEMA that there was a concern about possible duplication of Federal programs related to the SR1 Causeway portion of the CRFREE project for the CALOES/FEMA Grant. In October 2020, County staff met with California Department of Emergency Services (CalOES/FEMA) and Caltrans to discuss the concerns. Based on that discussion, the County sent a letter clarifying technical points regarding the potential duplication of programs impacting the eligibility of the CRFREE project for highway funding. The County is waiting on a response from FEMA, and Nossaman has offered to assist in any way needed.

- **Deep Water Aquifer:** Nossaman met with the County's WRA to discuss the need for funding for the Deep Water Aquifer. Nossaman continues to research programs that could provide funding for the project.

- **Housing and Homelessness Related Grants:** Nossaman met with the County's Housing Program Manager on several occasions to discuss hurdles facing the County in addressing affordable housing and homelessness, which is a priority for the Board. Nossaman reviewed and notified the County of several funding opportunities that support the development of affordable housing and/or homelessness projects.

- **Interlake Tunnel & Fish Screens: Nossaman and the County** successfully lobbied for $17 million in funding in the 2019-20 State budget, including testifying in hearings, meetings with Member of the Legislature, and meetings with the Administration. Nossaman helped coordinate several meetings with California Department of Fish and Wildlife (CDFA) to discuss drawing down funds and grant agreement details. Currently, the WRA is working with CDFW on a grant agreement to be completed by June 30, 2021.

  Additionally, Nossaman participated in meetings with the federal government to discuss the WIIN Act and potential funding opportunities for the Interlake project.

  Finally, Nossaman met with WRA to discuss Water and Energy Efficiency Grants that the Bureau of Reclamation (BoR) provides for projects that result in quantifiable and sustained water savings and support broader water reliability benefits. We coordinated a meeting with the BoR to discuss the Interlake Tunnel Project.

- **Old Jail State Budget Request:** The Resource Management Agency (RMA) made a presentation to the Board of Supervisors regarding the rehabilitation and project options for the Old Jail. Early on in 2020, we worked with RMA on preparing a one page summary of the state budget request to present to our Legislative Delegation, and Assemblymember Rivas had planned to assist the County with this effort. The request was put on hold due to the COVID-19 pandemic.

- **San Antonio and Nacimiento Dam and Spillway:** Nossaman worked with a statewide coalition to advocate for funding in a statewide bond that could be used for projects such as dam and spillway repairs.

  Additionally, Nossaman coordinated a meeting with the I-Bank about financing opportunities for the project. The Infrastructure State Revolving Fund (ISRF) Program provides financing to public agencies and non-profit corporations, sponsored by public agencies, for a wide variety of infrastructure and economic development projects (excluding housing). ISRF Program funding is available in amounts ranging from $50,000 to $25 million with loan terms for the useful life of the project up to a maximum of 30 years. Nossaman has continued to keep in contact with the County and I-Bank regarding a potential application.

- **San Lucas Water Supply Replacement:** Nossaman coordinated several meetings with RMA and the State Water Resources Control Board to discuss the progress and timeline for review of the County's Drinking Water State Revolving Fund application for San Lucas. Most recently, the project has changed. The new project alternative would convert the temporary well to a permanent well and add a pipeline to an existing 300 gallon water storage tank. The County is working to provide the State Water Board information on a new project alternative in January 2021. Nossaman is working to coordinate the next meet with the Water Board regarding next steps to update the application and securing funding.

- **San Lucas/San Ardo Parks:** Nossaman researched funding opportunities for the development of neighborhood parks in the San Lucas and San Ardo communities. Nossaman provided the County with a summary of the Proposition 68 Statewide Parks Program that could be a potential funding source for these projects. The County has had internal discussions about options to maintain potential neighborhood parks, and has instead identified two other park projects to apply for Proposition 68 dollars that better align with County services.

- **San Lorenzo Park and San Antonio Reservoir:** Nossaman met with the Public Works, Facilities and Parks Department to discuss applying for San Lorenzo Park and San Antonio Reservoir. We will be assisting with the applications and have contacted State Parks for additional feedback about our project competitiveness. Applications are due March 12, 2020.

IV. <u>Upcoming Grant Opportunities in 2020</u>

There are several upcoming grant opportunities we have identified that align with County priorities and projects. Some of these programs are outlined in our 2021 Work Plan. Examples of upcoming opportunities include, but are not limited to:

- **Active Transportation Program (ATP):** Bike and pedestrian improvements, connectivity improvements.

- **Affordable Housing and Sustainable Communities Program (AHSC):** Affordable housing related infrastructure, sustainable transportation infrastructure.

- **CalRecycle Food Waste Prevention and Rescue Grant Program:** Lower overall greenhouse gas emissions by establishing new or expanding existing food waste prevention projects California to reduce the amount of food being disposed in landfills.

- **California Drinking Water State Revolving Fund:** Assists public water systems in financing the cost of drinking water infrastructure projects needed to achieve or maintain compliance with Safe Drinking Water Act (SDWA) requirements.

- **Habitat Conservation Fund:** Eligible projects include: nature interpretation programs to bring urban residents into park and wildlife areas, protection of various plant and animal species, and acquisition and development of wildlife corridors and trails.

- **Joe Serna Jr. Farmworker Housing Grant Program:** Provides grants or deferred-payment loans for the construction and rehabilitation of housing for agricultural workers and their families.

- **Local Housing Trust Fund:** Provides matching funds for entities that set aside funding in a trust fund for affordable housing.

- **Proposition 68 Regional Parks Program:** Acquisition or development of park space to create, expand, or improve regional parks and regional park facilities.

- **Proposition 68 Rural Recreation and Tourism Program:** Create new recreation opportunities in support of economic and health-related goals in rural communities.

- **Proposition 68 Statewide Parks Program:** Local park rehabilitation, creation, and improvement grants to local governments to address deficiencies in neighborhoods lacking access to the outdoors.

MONTEREY COUNTY

LEGISLATIVE PROGRAM

DRAFT 2021-22

Adopted by the Board of Supervisors on x/xx/21

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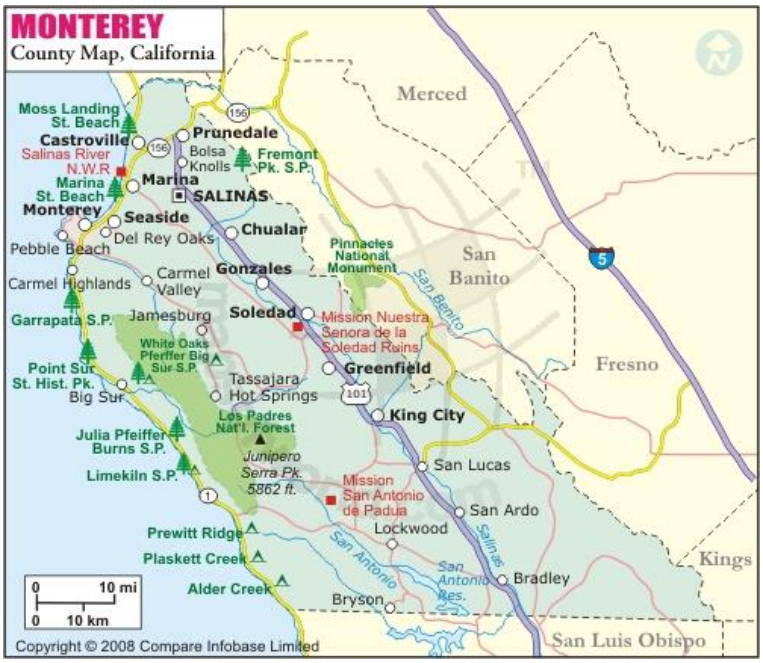
ABOUT MONTEREY COUNTY



Monterey County is located on the beautiful Pacific Coast of California, south of San Francisco and north of Los Angeles. The County is comprised of 3,771 square miles and includes 12 incorporated cities and 16 unincorporated areas. The County seat and largest municipality is Salinas.

Demographics: The California Department of Finance projects the County's population at 448,732 in 2020~~in 2019 at 450,946~~: 59% Hispanic, 30% White, 5% Asian, 2% Black, and 3% other. The County population is relatively young: 44~~3~~% under the age of 30, 36~~7~~% age 30-59, and 20% age 60+. At 21.7%, Monterey County has the highest percent of noncitizens of any California County *(~~2018~~2020 Census Research by the Public Policy Institute of California ~~report~~)*. There are 210,112~~193,512~~ registered voters in Monterey County.

Labor Force: The California Employment Development Department *(Labor Market Information Division Historical Unemployment Rate and Labor Force Data Tables 2019)* lists the County labor force at 224,100, with 6.3% unemployment (2018 annual averages). The County of Monterey is the largest employer with 5,402~~359~~ employees and a $1.6~~5~~ billion budget (Fiscal Year 2020-21~~19-20~~).

Economy: Monterey County's economy is primarily based on agriculture in the Salinas Valley and tourism in the coastal regions. It is home to an extensive array of education, research and military institutions. The health care, non-profit, and government sectors are also among the County's largest economic drivers.

Agriculture: Monterey County is one of the nation's top agricultural producers. Agriculture is the County's largest economic and employment sector generating $11.7~~8.1~~ billion annually and providing 70,000~~6,054~~ jobs (*Economic Contributions of Monterey County Agriculture, 2018~~4~~)*. Unlike most agricultural crops across the United States that are machine harvested, the crops grown in Monterey County are dependent upon a highly skilled labor force. The vast majority of companies based in the County are family-owned and operated.

Hospitality: Monterey County has long been a tourist destination attracting 4.6 million visitors annually and generating $2.8 billion in spending which supports 25,220 jobs *(2016-17 Annual Report Monterey County Convention and Visitors Bureau)*. With a worldwide reputation, visitors delight in destinations such as the Monterey Bay Aquarium, the National Steinbeck Center, 17-Mile Drive, Cannery Row, Fisherman's Wharf, Pinnacles National Park, and the Monterey Wine Country. Visitors enjoy a wide range of recreational activities and nearly 300 annual special events.

Higher Education, Research, and Military Institutions: The County has a strong concentration of higher education and research institutions, particularly related to foreign language study, marine research, and international policy, contributing approximately $1.9 billion to the local economy, including more than $316 million in research and grant funding. More than 15,000 faculty, staff and researchers are directly employed, and 83,000 students are enrolled annually. The County has a long and proud military history and is home to ten military missions, providing significant local economic benefits.

LEGISLATIVE PROGRAM

Monterey County maintains a long-standing and successful Legislative Program, ensuring that the interests of the County are well represented in Sacramento and Washington, D.C. The Program provides the County a voice in funding and policy decision-making in the state and national capitals and ensures that County leaders are fully apprised of evolving state and federal initiatives impacting the County and its residents. The Legislative Program is managed in accordance with a series of legislative principles and priorities which are designed in support of the Board of Supervisors' Strategic Initiatives. The Strategic Initiatives lay out a forward-looking vision for planning and management of County resources across programs to secure maximum return and benefit for County residents.

Strategic Grant Services Program

The Board of Supervisors created the Strategic Grants Services Program to concentrate funding efforts on the County's highest priority needs, and projects which require a high level of collaboration among County departments and community partners. The Strategic Grant Services Program works in alignment with the Board of Supervisors' Strategic Initiatives and in close collaboration with the Legislative Program to advocate for maximum funding for state and federal programs which translate into locally available grant funding opportunities.

Board of Supervisors – Legislative Committee

The Board of Supervisors has a two-member Legislative Committee, staffed by the County Administrative Office – Intergovernmental & Legislative Affairs Division. The Committee meets regularly to review and make recommendations to the Board of Supervisors regarding legislative, budgetary, and regulatory issues which could impact Monterey County, and to direct the efforts of the Strategic Grant Services Program. On an annual basis, the Legislative Committee recommends a Legislative Program and Strategic Grant Services Program Work Plan to the Board of Supervisors. The Legislative Committee also directs the legislative activities of the Committee staff, County departments, and the County's state and federal legislative advocates and grant consultants.

Community Priorities

In 2018, the Board of Supervisors hosted a community engagement process to identify local priorities. The process included telephone and online surveys as well as five community forums to understand how potential cannabis tax revenues could help meet community needs. The top funding priorities across the County were: education (especially early education and preschool), quality health and mental health services, homeless services, crime and violence prevention and reduction; affordable housing and displacement prevention. Additional concerns included preservation of existing services, equitable and culturally relevant programs, reparations and expungement, library funding, and animal shelter funding. These results were largely consistent with previous studies (e.g., Impact Monterey County). These community identified priorities have been used to help shape this Legislative Program.

COVID-19 Disparate Impacts Legislative Advocacy Priorities

In August 2020, the Board of Supervisors received the *COVID-19 Pandemic Disparate Impact Report: Strategies for Addressing the Disparate Impact of the COVID-19 Pandemic on Communities of Color in Monterey County*. The report identifies the underlying conditions that have contributed to the racial disparities present in the data and statistics of those most impacted by the pandemic in Monterey County, and proposes strategies to address these disparate impacts.

Legislative Policies

The Board of Supervisors has adopted policies pertaining to the legislative activities of the Board, department heads, County staff, the County's state and federal legislative advocates, and County advisory boards and commissions. INSERT LINK

COVID-19 PANDEMIC DISPARATE IMPACTS
Legislative Advocacy

In August 2020, the Board of Supervisors received the COVID-19 PANDEMIC DISPARATE IMPACT REPORT: Strategies for Addressing the Disparate Impact of the COVID-19 Pandemic on Communities of Color in Monterey County. The report identifies the underlying conditions that have contributed to the racial disparities present in the data and statistics of those most impacted by the pandemic in Monterey County, and proposes strategies to address these disparate impacts.

Even before the pandemic, Monterey County's Legislative Program focused on numerous legislative priorities in the areas of health, human services, economic development and public safety. The County has adopted a strategy of "Health in All Policies" as part of its efforts to eliminate social, racial, economic, and environmental inequities that impede the attainment and maintenance of good health, including health care access.

Since the pandemic began the County has engaged in numerous legislative advocacy efforts to ensure that state and federal administrations, agencies, and legislators are aware of the challenges and needs facing our community. Given the pandemic's disparate toll on communities of color, in particular low-income communities, legislative advocacy efforts have been aimed at: increasing testing; provision of personal protective equipment (PPE) for essential workers; helping to meet basic needs like providing food, wage supports and temporary housing for people who get sick or exposed to the virus; access to communications and guidance in Spanish; support for all-mail elections; support for school and business reopening; and closing the digital divide.

2020 CENSUS AND REDISTRICTING

Billions of dollars hang in the balance for essential programs, services, and infrastructure – and government representation from the Congressional level to local county supervisorial districts.

2020 Census and Redistricting	• ~~Support efforts with the state and federal governments and community groups to achieve a complete count, especially in hard-to-count communities.~~ • ~~Support efforts to ensure undocumented residents are included in the Census.~~ • ~~Support efforts to extend the Census deadline to allow additional time to continue or restart enumeration efforts.~~ • Support efforts to ensure the integrity of the Census process. • Support legislative and administrative policies that ensure the accuracy and completeness of collected census data that reflects the total resident population in each state, including noncitizens.

INCREASED STATE AND FEDERAL SUPPORT AND INVESTMENT

Despite recent investments, counties cannot continue to meet the unprecedented demands in public health, emergency response, and other vital services without additional state and federal support. Declining local revenues, coupled with the increasing demands on county delivered safety net services makes our situation unsustainable, and puts the health and security of the public, especially communities of color, at risk.

State and Federal Investment	▪ Support additional direct fiscal relief to counties. ▪ Support maximum flexibility in the usage of federal funds allocated to counties to mitigate direct and indirect COVID-19 costs, revenue losses, and temporary expansion of benefits.

HEALTH

Access to quality healthcare is a fundamental human right. Communities of color have higher rates of underlying health conditions (e.g., diabetes, heart disease, lung disease, etc.) linked to more severe cases of COVID-19. Communities of color also often have less access to quality health care and are disproportionately represented in essential frontline jobs that cannot be done from home, increasing their exposure to the virus.

Health Care for All	▪ Support efforts to create equity and eliminate racial disparities by expanding access to health care through universal coverage and other steps to improve the quality and affordability of health care (e.g., Medi-Cal expansion to undocumented seniors). ▪ Support efforts to ensure employers help H-2A Temporary Agricultural Workers apply for health insurance through Covered California. ▪ Support policies and funding that preserve and expand primary prevention, essential public health functions, and that foster social/racial equity in the areas of community health, health care access (including telehealth), education, and disease prevention.
Public Health Departments	▪ Support funding for public health departments to conduct essential activities including testing, case investigation, contact tracing, surveillance, epidemiology, infection control, mitigation, communications, and other preparedness and response measures. ▪ Support efforts and funding to enhance public health workforce staffing, infrastructure, and capacity.
Testing	▪ Support increased funding to test individuals that are not connected to a primary health care provider to minimize access barriers for underserved communities and increase capacity to support outbreaks in congregate living settings.

	▪ Support increasing production of testing supplies to increase the supply of testing kits for hospital-based testing services. ▪ Support funding to deploy testing resources based on the needs of impacted communities. ▪ Support reimbursement for the full cost of specimen collection and testing. ▪ Support efforts to streamline the process to utilize presumptive eligibility for Medi-Cal for testing purposes.
Case Investigation and Contact Tracing	▪ Support funding to develop and maintain electronic data collection and reporting systems. ▪ Expand funding for income replacement and other types of isolation and quarantine support.
Surveillance, Epidemiology, Infection Control	▪ Expand shared data collection and improvement of reporting standards for workplace infections ▪ Support efforts for state Health and Human Service Agency to alter the Confidential Morbidity Report form to produce more consistent occupation data (currently a write-in response).
Preparedness	▪ Support policies that prioritize vaccine distribution through a health equity lens. ▪ Support policies that prioritize certain groups to gain access to medications and vaccines based on documented higher risk for serious illness and death. ▪ Support efforts to establish and maintain adequate distribution, storage, and administration of vaccines. ▪ Support efforts to establish and maintain adequate supply chains for personal protective equipment.
Public Health Laboratories	▪ Support increased funding for state and local public health laboratories.
Commercial Laboratories	▪ Support increased oversight and enforcement of commercial lab responsibilities to ensure compliance with state mandates, state and local health officer orders, and adherence to reporting requirements.
Alternative Housing Access	▪ Support efforts to expand eligibility for alternate housing to adequately isolate infected or exposed populations to prevent virus transmission (e.g., hotels, emergency rental assistance, etc.).
Isolation Housing Supports	▪ Support expanded funding for income replacement and other types of isolation and quarantine supports.
Health Literacy	▪ Support state level policy that documents be produced in the language of our California residents. ▪ Continue to request that the State provide pandemic related communications associated with public health, safety, or business guidance in both English and Spanish.

Access to Healthcare	▪ Support changes to continue the ability for healthcare to provide services using virtual services. ▪ Support the expansion or continuation of elimination of cost-sharing payments by insurers for plan members treated for COVID-19. ▪ Create an emergency health aid program to raise eligibility thresholds beyond Medi-Cal expansion levels and increase federal matching funds to help cover people who lost their jobs or remain uninsured during the pandemic. ▪ Expand testing and treatment (including clinical trials) to cover immigrants and temporary workers, including providing much needed funding for community health centers and removing barriers to permitting coverage under Emergency Medi-Cal. ▪ Expand Medi-Cal to include reimbursement for mild to moderate mental health needs related to the COVID-19 pandemic.
Worker Support and Protections	▪ Support creation of Workforce Safety Councils that build on partnerships between labor, government, and business to work with employers to implement safety protocols, develop and distribute educational materials, and support and fund Workforce Safety Officers to implement health orders and guidance.
Sick Leave and Family Care Protections	▪ Support policies that expand sick leave and family leave to support workers and their families. ▪ Support Statewide campaigns for immediate cash assistance for families, such as young child tax credits.

PUBLIC ASSISTANCE FOR BASIC NEEDS

Safety net services are a critical element of community well-being that help struggling households survive and thrive.

Safety Net and Employment Support Resources	▪ Support funding for basic assistance to households who work in lower wage jobs, are underemployed, or are unemployed through CalFresh/Supplemental Nutrition Assistance Program (SNAP), the Women, Infants, and Children (WIC) program, childcare programs, Community Action programs and the CalWORKs/Temporary Assistance to Needy Family (TANF) programs. ▪ Support funding for programs that help prevent homelessness and rapidly secure housing (HUD Homeless Assistance, CalWORKs Housing Support, CalWORKs Family Stabilization, Housing Disability Advocacy Program). ▪ Support improvements to the CalWORKs/TANF program to modify work participation requirements to better match individual family needs and local economic circumstances and to recognize additional costs to communities as a result of ongoing funding stagnation. ▪ Support expansion of wage subsidy programs for households served by both CalFresh/SNAP and CalWORKs/TANF – these programs have proven to be

	effective local resources for promoting self-sufficiency and establishing a positive work history. ▪ Support the continuation of virtual interviews, self-attestation verifications, and other virtual means of submitting required documents for Medi-Cal, CalWORKs and CalWORKs employment services, CalFresh, and general assistance. ▪ Support efforts to increase CalFresh/SNAP, Medi-Cal, CalWORKs, CalWORKs employment services, and general assistance benefits, and eliminate eligibility barriers (e.g., residency and citizenship status, household size, income and property limits).
Food Security	▪ Support funding for local food banks. ▪ Support funding for meal delivery programs (e.g., Great Plates, Meals on Wheels, Congregate Meals for Seniors). ▪ Support policy changes to make Electronic Benefit Transfer (EBT) cards eligible for online use through web-based marketplaces such as Amazon Pantry and Wal-Mart for food purchases.

HOUSING

Available and affordable housing is integral to the health and well-being of County residents and an important element for social/racial equity, environmental justice and economic development. Lack of housing or dense, multi-generational housing conditions make communities more susceptible to the spread of the virus.

Housing Stability / Homeless Prevention	▪ Support efforts to provide protections from eviction, foreclosure, and speculation. ▪ Support efforts to fund continued and expanded emergency rental and utility assistance programs. ▪ Support efforts to fund additional city and county emergency housing and ongoing operations. ▪ Support policies and funding to sustain and transition short term emergency COVID housing to long term housing use (travel trailers), and to fund ongoing operations. ▪ Support the continued provision of fair housing tenant/landlord services (e.g., CDBG Program). ▪ Support an increase in housing vouchers for transitional and permanent supportive housing and affordable housing. ▪ Support programs that allow for a variety of homeless housing types such as additional permanent, supportive, and shelter housing. ▪ Support the continuation of employer housing and food requirements under the H-2A Temporary Agricultural Worker program.

Affordable Housing Development	▪ Support efforts to fund the planning and development of housing – especially affordable housing and affordable rental housing – for low-income residents and those with special needs (e.g., farmworkers, the disabled, and the homeless). ▪ Support efforts to streamline policies and processes that create barriers or delays to the development of affordable or special needs housing projects and incentivize providing more than the minimum inclusionary requirement (e.g., CEQA exemptions for farmworker housing projects). ▪ Support non-profit housing developments through additional/expanded tax credit programs. ▪ Support changes to the tax credit program to incentivize development of mixed income housing projects. ▪ Support regional approaches to affordable housing development which allow cities/counties to share in Regional Housing Needs Assessment (RHNA) credits. ▪ Support efforts to provide incentivize affordable housing development for migrant farmworkers and H-2A Temporary Agricultural Workers.

ECONOMIC DEVELOPMENT

Communities of color are over-represented in essential jobs that increase their exposure to the virus. High rates of poverty and low wages create greater risks of economic disruption.

Individual Supports	▪ Support the continuation/reinstatement of increased unemployment benefits by the federal government – including extending benefits to undocumented workers. ▪ Support additional economic stimulus payments to individuals – including funding to undocumented residents (e.g. Disaster Relief Assistance for Immigrants (DRAI)). ▪ Support expansion of the Earned Income Tax Credit to provide more relief to low-income Californians, including those that file taxes with Individual Tax Identification Numbers. ▪ Support funding and policies that protect workers through the provision of personal protective equipment (PPE) and educational materials on how to prevent virus contraction and transmission. ▪ Support efforts to address disparate impact of COVID-19 pandemic on women of color, exacerbating existing disparities and further undermining family economic stability and survival (including efforts to address childcare, loss of wage earnings due to COVID-19, wealth gap, and access to income supports). ▪ Support taxpayer hardship relief/assistance programs.
Business Supports	▪ Support efforts aimed at supporting women and minority owned businesses impacted by the pandemic. o Small business grants, loans, and/or no-interest loans o Workforce development programs

	○ Entrepreneurship programs ○ Economic Injury Disaster Loan (EIDL) ○ Payroll Protection Program (PPP) ▪ Support efforts to establish an emergency loan program through the state's Small Business Disaster Relief Loan Guarantee Program ▪ Support efforts to provide protections from eviction, foreclosure, and speculation for small businesses. ▪ Support taxpayer hardship relief/assistance programs.

PROTECTING YOUTH AND FAMILIES

The pandemic has added major stressors to children and families, especially in communities where there is a higher incidence of the virus. Economic challenges, school closures, and social isolation further add to the problem and place additional stress on family units.

Protecting Youth and Families	▪ Support efforts to expand eligibility for isolation spaces (e.g., hotels) for people experiencing domestic violence. ▪ Support efforts to protect youth at heightened risk for abuse and mistreatment. ▪ Support efforts to strengthen social programs and family resources to keep families connected to county support systems and services (e.g., mental health).

CHILDCARE

Local economic recovery from the COVID-19 crisis hinges on the ability of many county residents, especially those who work in industries deemed essential, to access childcare so that they can return to work.

Childcare	▪ Support improved access to safe, high-quality childcare. ▪ Support the classification of front-line workers as "essential" to receive county level and state level free childcare benefits.

LANGUAGE ACCESS

Since the pandemic began there has been a lack of communications and guidance documents in languages other than English. It is essential that these written and verbal communications be provided in non-English languages for communities where English is not the primary language.

Translation of Communications/ Guidance	▪ Continue to request that the State provide pandemic-related communications associated with public health, safety, or business guidance in both English and Spanish.

VIRTUAL ACCESS

As a result of the need for social distancing during the pandemic, some requirements have temporarily been waived to allow access to County services by virtual means and to increase virtual participation in government. Making these changes permanent will increase the public's access to County government.

Increased Internet and Virtual Access	▪ Support policy changes to permanently increase access to virtual connection, learning, and public participation opportunities. ▪ Support policy changes to continue participation and access of virtual public meetings governed by the Brown Act. ▪ Support policy changes which allow County services to be provided by virtual means.

BROADBAND EXPANSION

A lack of internet access disproportionately effects some County residents because internet access is not available in their area or is unaffordable. Expansion of broadband services would benefit economic activities, access to healthcare (e.g.: telehealth); and education (e.g.: distance learning).

Broadband Expansion	▪ Support efforts to secure funding for the expansion of broadband and cellular services to underserved areas of Monterey County (e.g., state universal broadband bond). ▪ Support efforts 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. ▪ Support efforts to regulate broadband/internet access as a utility by the Federal Communications Commission and California Public Utilities Commission.

EDUCATION

Schools are facing significant challenges which disparately impact students of color. Nearly 7,000 students/families do not have access to the tools they need for distance learning (e.g., laptops or tablets), and over 10,000 students do not have internet access in their home because internet access is not available in their community or is unaffordable to their families.

Internet Access and Technology Needs	▪ Support efforts that ensure quality distance learning through expanded broadband access and technology supports, especially in rural and underserved communities.
In-Person Learning	▪ Support the safe transition, when appropriate, to in-person learning through increased state funding for testing, rapid results, and appropriate personal protective equipment (PPE) for students and teachers.

ECONOMIC DEVELOPMENT

Enhancing the Well-Being and Prosperity of Monterey County Residents

LEGISLATIVE PRINCIPLES – ECONOMIC DEVELOPMENT

★ **COVID-19 PRIORITY – ECONOMIC DEVELOPMENT:** *Communities of color are over-represented in essential jobs that increase their exposure to the virus. High rates of poverty and low wages create greater risks of economic disruption. See specific COVID-19 related economic development priorities on pages 11-12.*

General

Support the County's ability to enhance the quality of life, well-being, prosperity, health, safety, livelihood, art, libraries, culture, recreation, housing, and education (e.g., early childhood development, cradle to career initiative) of Monterey County residents. Support policies and programs that protect consumers and help families achieve self-sufficiency. Support job training, and public or private efforts, to stabilize and enhance jobs and economic growth. Support policies and programs that promote health, equity, and neighborhood sustainability, safeguard the preservation of prime agricultural lands and natural open spaces, and improve the environment and protect environmentally sensitive areas in order to ensure a diversified and healthy economy. Support funding, policies, and programs that remove barriers to local industries reaching their full economic potential and acting as regional economic generators.

Sustainable Job Growth

Support efforts to fund development of regional countywide economic development plans that balance environmental and economic considerations in furtherance of jobs key to the pillar industries of economic development in the County: agriculture, tourism, small business, higher education, and marine research. Support efforts to promote a strong state and county economy, and provide a healthy environment to retain, expand, and attract business and economic development. Support efforts to expand broadband infrastructure to provide high-speed internet to underserved areas of the County, and to retain local authority to assess fees and control placement of new wireless facilities. Support legislative, policy or regulatory efforts that provide local governments with economic and community development tools (e.g., opportunity zones) and encourage compliance with state-mandated regional planning strategies. Support efforts that promote ecotourism and wellness, Edu-tourism, Blue Economy research and development, and Agri-Technology that further economic and employment growth. ~~Support efforts to clarify/modify independent contractor law (i.e., AB 5).~~

Workforce Development and Working Families

Support efforts to fund workforce development initiatives (e.g., youth and veterans' employment and leadership programs) to ensure the continuity of employment, and training programs to stimulate economic growth through the creation of a trained and skilled workforce. Ensure public investments in roads, transit, sewers, and other community infrastructure are made in ways that create job opportunities for people residing in Monterey County who are underemployed and unemployed. Support efforts to prepare youth for future self-sufficiency and prevent youth violence and crime. Support working family initiatives that balance work and care-giving obligations such as: workplace flexibility and access to paid leave; affordable, quality child/elder care; and equal pay.

Housing & Homelessness

Support efforts that create affordable housing policies and fund the creation of housing – especially affordable housing and affordable rental housing – for low-income county residents and those with special needs (e.g., farm workers, veterans, seniors, the disabled, and the homeless). Work to streamline processes which create barriers or delays to the development of affordable housing projects. Support efforts to address the unique needs of homeless individuals and families, and equitably allocate funding to address homelessness.

Agriculture

Support efforts to protect and promote agriculture, farm worker health and safety, the protection of public health and the environment, and the assurance of a fair marketplace. Support efforts to provide agricultural research and education activities. Support efforts to protect and preserve prime agricultural lands (e.g., Williamson Act funding). Support pest detection and pest management programs and invasive weed prevention programs. Support efforts to ensure the success of the local cannabis and industrial hemp industries, while addressing the tax, regulatory, policy, enforcement, education, health, environment and safety of our communities as related to both cannabis and hemp.

Military Installations

Support efforts to assist in military base reuse, especially the redevelopment of lands on the former Fort Ord, and to replace jobs lost because of the base closure. Support efforts to strengthen and expand the missions of military institutions in Monterey County (i.e., Monterey Bay Defense Alliance), and oppose Base Realignment and Closure (BRAC) or other proposals which aim to close or reduce programs or missions and have negative impacts on the County.

LEGISLATIVE PRIORITIES – ECONOMIC DEVELOPMENT

BROADBAND & TELECOMMUNICATION SERVICES

★ **COVID-19 PRIORITY – BROADBAND:** *A lack of internet access disproportionately effects some county residents because internet access is not available in their area or is unaffordable. Expansion of broadband services would benefit economic activities, access to healthcare and education. – See specific COVID-19 related broadband priorities on page 13.*

Broadband

A major impediment to business attraction is the lack of reliable County broadband coverage. Digital access is also linked with social equity, connecting with services, and democratic participation. The Central Coast Broadband Consortium is a broad-based ad hoc group of local governments and agencies, economic development proponents, education and health organizations, community groups and private businesses, dedicated to improving service in Monterey, Santa Cruz, and San Benito Counties. Expanding broadband service throughout the region is important to the County's social and economic health – and supports the education, medical, military, and research industries.

The COVID-19 pandemic has underscored the critical utility of broadband infrastructure. From the homework gap and workforce adaptations, to essential healthcare services and e-commerce — broadband is now the keystone to our nation's response to the global pandemic and imperative to building resilient and future-ready communities. The lack of reliable broadband is a major economic barrier and a leading driver of socioeconomic inequality.

A lack of internet access disproportionately effects some County residents because internet access is not available in their area or is unaffordable. Expansion of broadband services would benefit economic activities, access to healthcare (e.g.: telehealth); and education (e.g.: distance learning).

In August 2020, a photo of two girls sitting on the sidewalk with their laptops outside a Taco Bell restaurant in the City of Salinas to use the restaurant's Wi-Fi went viral, shining the national spotlight on the digital divide which exists in Monterey County and many other communities in the state and nation.

Schools are facing significant challenges which disparately impact students of color. According to the Monterey County Office of Education nearly 7,000 students/families do not have access to the tools they need for distance learning (e.g., laptops or tablets), and over 10,000 students do not have internet access in their home because it is not available in their community or is unaffordable to their families. There is also a need for digital literacy programs.

The State's non-partisan Legislative Analyst's Office (LAO) reports that the Federal Communications Commission standard for internet speed is 25 megabits per second (mbps) download and 3 mbps upload, however a majority of underserved households are in rural areas where internet speeds are significantly slower, 6 mbps upload and 1 mbps download.

Telecommunications

Telecommunication services are extremely limited or non-existent in some parts of Monterey County, with cellular network strengths varying depending on topology, time of day, weather, and location. Development of a more robust network is needed, especially in remote highly trafficked tourist destinations such as Big Sur. To date, it has not been economically and environmentally feasible to expand services into many of these areas. However, recent wildfires and other emergencies highlight the need for dependable communications for residents, visitors and first responders. ~~Additionally, there is a need to develop telecommunication services (cellular services) particularly in remote highly trafficked tourist destinations such as Big Sur. Reliable access to cellular service in these areas is important for both economic and public safety reasons.~~

Key Objective:

Support efforts to fund the expansion of broadband and cellular service to underserved and digitally redlined areas of Monterey County (e.g., state universal broadband bond) and increase internet speeds. Support efforts 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. Support efforts to regulate broadband/internet access as a utility by the Federal Communications Commission and California Public Utilities Commission. Support efforts that ensure quality distance learning through expanded broadband access and technology supports, and digital literacy programs especially in rural and underserved communities. Support efforts to fairly and equitably regulate access to telecommunications services, removing barriers and providing adaptations for all ages and for those with disabilities. Support expansion of broadband and telecommunications community hubs such as schools and libraries. Support affordable and flexibly connectivity options and opportunities.

HOUSING

★ **COVID-19 PRIORITY – HOUSING:** *Available and affordable housing is integral to the health and well-being of County residents and an important element for social/racial equity, environmental justice and economic development. Lack of housing or dense multi-generational housing conditions make communities more susceptible to the spread of the virus. – See specific COVID-19 related housing priorities on pages 10-11.*

Through a 2018 community engagement process sponsored by the Board of Supervisors – conducted through phone, online and community forums – community members identified affordable housing, displacement prevention, and services for homeless individuals and families as some of their top priorities.

Available and affordable housing is integral to the health and well-being of County residents and an important element for social equity, environmental justice and economic development. It is critical that people have the option to live near their workplace, particularly those workers most essential to the local economy (e.g., teachers, emergency service workers, nurses), many of whom find that housing is priced beyond their reach. When people can afford to live close to their jobs, entire communities reap the benefits. Commute times and traffic congestion ease, neighborhoods are more diverse and provide the opportunity for families to live and grow in one place, and economies strengthen by helping employers attract and retain essential workers. Therefore, Monterey County supports policies, funding, and programs that support additional multi-family, farmworker, disabled, senior, veterans, and workforce housing opportunities to assure an adequate supply of low-cost and affordable housing stock are needed.

HUD – CDBG & HOME Programs: State and Federal programs are important sources of funding to help local communities develop affordable housing. Currently Monterey County receives $1.2 million annually in Community Development Block Grant (CDBG) Funds through the U.S. Department of Housing and Urban Development (HUD) which supports community development and infrastructure needs ancillary to housing development, and services for low-income and moderate-income persons. Increasing CDBG funding and expanding the program to allow funding to be used for new housing construction would be a powerful tool for local governments. HUD also offers the HOME Investment Partnership Program which funds new housing construction. An increase in HOME funding is needed for the County, as part of a consortium, to consider participating. New permanent financing sources are needed to address housing needs at all income levels and to provide adequate housing subsidies for households. Policies

Housing Vouchers: In order to build more affordable housing and assist residents in need of subsidized housing opportunities, increased access to public housing and vouchers programs is needed. Voucher programs need to meet the high cost of rent in Monterey County and the area Fair Market Rents (FMR).

Flexible Housing Subsidy Programs: The State can assist communities to implement flexible housing subsidy programs, intended to provide housing stability to those at risk of experiencing homelessness. Subsidy pools centralize the management of housing resources under a single operator to match resources to eligible households, provide housing navigation and placement services, and provide flexibility in funding that can be utilized in several ways to close the funding gaps that serve as barriers to securing housing.

Low-Income Housing Tax Credit: Increasing access to the Federal Low-Income Housing Tax Credit (LIHTC) Program is needed to provide funding opportunities to developers. Currently, the LIHTC Program can take developers several rounds and years of delays to fund low-income multi-family housing developments.

Barriers to Housing Production: Some of the biggest barriers to affordable and market rate housing construction are the development of necessary infrastructure, California Environmental Quality Act (CEQA) and development impact fees, and the threat of litigation over CEQA and land use issues. Major infrastructure is needed for the development of housing (e.g., sewer, water, roads, transit and other infrastructure). Supporting the expansion of CEQA exemptions for affordable housing infill projects and policies which provide protections for affordable housing and market rate developers (e.g., litigation) would help alleviate these concerns.

Housing Fund Opportunities: Housing funding opportunities are critical to get developers the funding they need to kick start local projects. Tools that assist in affordable housing production (e.g., Local Housing Trust Fund); and affordable housing preservation (e.g., Community Land Trust) would greatly enhance these efforts.

RHNA Credit Allocation: State law requires cities and counties to meet housing production goals as defined by the Housing Elements Regional Housing Needs Allocation (RHNA) or to face penalties. New state housing funding (e.g., Healthy Homes California, No Place Like Home) is geared to incentivize housing production and collaboration as the funds can be spent anywhere countywide. However, if the housing is built within city's boundaries – not the urban county unincorporated area – the city receives the full RHNA credit, while the county which put extensive effort into the development of the project, receives no direct RHNA credit. Monterey County is supportive of efforts to share RHNA credits in collaborative housing development.

Farmworker Housing: The 2018 Farmworker Housing Study and Action Plan for Salinas Valley and Pajaro Valley, prepared by the California Institute for Rural Studies, estimated that in 2016 the number of workers in the region employed in agriculture was 91,433, and stated that farmworker housing in the region is severely overcrowded. Based on the data, 45,560 additional units of farmworker housing are needed to alleviate critical overcrowding in farmworker households. Additionally, state funding programs and resources (e.g., Joe Serna, Jr. Farmworker Housing Grant Program) are needed to build affordable farmworker housing. Infrastructure funding opportunities are needed to ensure farmworker housing is built in locations that are close to communities and existing transit and other opportunities.

Key Objectives:

Support efforts and funding to increase the supply of affordable and accessible housing production to meet County needs, especially rental housing, and housing for special need populations, with a preference for infill projects. Support efforts to fund infrastructure (e.g., water, sewer) to support affordable housing development. Support the expansion of CEQA exemptions for affordable housing infill projects with infrastructure. Support policies which provide protections for affordable housing developers (e.g., litigation). Support increased in tax credits for affordable housing developers to help spur affordable housing production. Support funding for programs that help get people into affordable housing and avoid displacement or homelessness (e.g., Flexible Housing Subsidy Program). Support reform of housing element laws, and changes to eliminate or reduce school impact fees for employer sponsored housing projects. Support the development of tools that assist in affordable housing production (e.g., Local Housing Trust Fund); and affordable housing preservation (e.g., Community Land Trust). Support regional approaches to affordable development which allow cities/county to share in Regional Housing Needs Assessment (RHNA) credits. Support an appropriate balance between statewide goals for housing production and affordability while maintaining appropriate discretion for Counties in implementing these policies through locally driven plans.

IMMIGRATION

The County strives to support and defend the civil and human rights of all of its residents, including those that are foreign-born. Immigrants comprise over 30% of the total population, and at 21.7% Monterey County has the highest percentage of non-citizens of any California county. The County's immigrant population, including undocumented immigrants, is a critical component of the local labor force, especially for the County's two largest industries – agriculture and hospitality. The contributions of immigrants to the economic, cultural, and social well-being of our community are a source of pride for the County, and the County recognizes the importance of maintaining an environment of trust and safety for immigrants who choose to make Monterey County their home.

The Board of Supervisors has proudly supported the County's immigrant community by supporting comprehensive immigration reform which includes a pathway to citizenship for undocumented immigrants; removing Immigration and Customs Enforcement (ICE) from the County jail and declaring Monterey County a "Welcoming County"; supporting reinstatement of the Deferred Action for Childhood

Arrivals (DACA) program and becoming the first "Dreamers County" in the nation; supporting the Farm Workforce Modernization Act; denouncing the Trump Administration's family separation policy; opposing the addition of a citizenship question on the 2020 Census; and opposing the Trump Administration's "public charge" rule.

Key Objectives:

Support policies that provide permanent legal status and a path to citizenship for Dreamers. Support policies that extend Temporary Protected Status for qualifying individuals. Support policies that establish effective nonimmigrant visa programs that address the workforce needs of the agriculture and hospitality industries. Oppose legislative and executive actions that seek to punish local governments for failure to assist with federal immigration enforcement actions. Oppose legislative and executive actions that unlawfully discriminate against immigrants based on their country of origin. Oppose legislative and executive actions that restrict public benefits to immigrants. Support comprehensive immigration reform legislation that addresses the County's labor force needs and provides a path to citizenship for the nation's undocumented immigrant population. Support efforts to increase language access, ensure access to health care, facilitate naturalization, extend voting rights, and build leadership development pipelines for immigrants.

LABOR FORCE

The availability of skilled and unskilled labor is critical to the maintenance and enhancement of economic development activities across all sectors. Monterey County's economy is primarily based on agriculture and tourism, both of which are highly dependent on an adequate labor supply. An aging worker population and current immigration policies make it increasingly difficult to meet these workforce needs. The lack of agricultural workers is the largest challenge facing our local industry today. The agriculture industry contributes $8.1 billion and 76,054 jobs, and the hospitality industry provides 25,200 jobs and contributes over $2.87 billion to the local economy. However, industry sources report that they are increasingly affected by labor shortages that jeopardize the local economy, the hospitality industry, and the availability of agricultural goods for national and international shipment. The California Farm Bureau reports that over half of the farmers in California are experiencing labor shortages and that fewer potential employees are applying for seasonal harvest jobs despite increased recruiting efforts, higher wages offered and other incentives. Additionally, the Central Coast is experiencing a significant shortage of skilled medical personnel, and this shortage is expected to grow over the next 15 years, especially for primary care clinicians

Key Objectives:

Support efforts to implement comprehensive federal immigration reform to ensure that Monterey County has an adequate labor supply for all economic sectors. Oppose efforts to implement restrictive immigration policies that threaten the economic well-being of Monterey County residents. Support policies that promote a greater investment in training and retaining health care professionals to meet the workforce needs of our local health care industry.

WORKFORCE DEVELOPMENT

The Workforce Development Board coordinates and leverages local workforce strategies with education and economic development stakeholders to ensure that workforce development and job training programs meet the needs of employers. Investments in workforce development create a comprehensive

system to provide our community with a highly skilled workforce that competes in the local, regional, and global economy. Monterey County receives funding through the Workforce Innovation and Opportunity Act (WIOA) to manage programs to assist with local workforce investment needs.

Key Objectives:

Support funding through the Workforce Innovation and Opportunity Act (WIOA), including expanded funding for a business-led Workforce Development Board governed and supported by local leaders. Support the America's Job Center of California's centers in Monterey County, which focus on the needs of job seekers and businesses to ensure workers have access to critical employment programs, services, and training opportunities. Support funding for personal financial management education services. Support funding for career pathways for existing local and potential new industries.

YOUTH EMPLOYMENT

Youth employment programs are nationally recognized for preventing youth violence and bringing hope and opportunity to communities. Such programs are highlighted as one of the five strategies in the Office for Juvenile Justice and Delinquency Prevention's Comprehensive Gang Prevention Model. In Monterey County gang issues, violence and crime steal the futures of all too many young people. Providing local youths with employment opportunities goes a long way toward ending youth violence and criminal gang involvement and is a priority for the County and its many city and community partners. A cradle to career initiative (Bright Futures) is developing connections across the County to support children, youth, and adults to attain their educational goals and find gainful local employment. Summer and year-round youth employment and leadership programs prepare youth for future self-sufficiency, prevent youth violence and crime, and support businesses and organizations.

Key Objectives:

Support efforts such as Bright Futures to improve access to high quality and affordable education, foster progress in educational outcomes for local students from cradle to career and improve the pipeline of quality talent in Monterey County. Support efforts to enhance funding for summer youth employment and training programs and expand funding for year-round programs to better prepare youth for future self-sufficiency and prevent youth violence and crime.

AGRICULTURE

Agriculture is the cornerstone of prosperity in Monterey County. Support for agriculture is critical to the economic vitality of the region, State, and nation. The Salinas Valley is known as the "salad bowl" of the world and produces diverse vegetable corps, strawberries, and is a major producer of high-quality varietal wine grapes. Adequate transportation system maintenance and capacity, along with the security of County water supplies (e.g., water rights, storage, reuse, and financing) is critical to the health of the local agricultural economy.

Key Objectives:

Support efforts to secure and enhance Monterey County's water resources for agriculture (e.g., water rights, storage, reuse, financing); secure funding for transportation infrastructure that supports the agricultural industry; protect prime agricultural lands (i.e., Williamson Act, conservation easements); and promote agriculture and agritourism.

CANNABIS

According to the most recent California Department of Food and Agriculture (CDFA) Cannabis Licensing Office ListServ, Monterey County is ranked fourth in California cannabis cultivation. The County Cannabis Program provides a local framework for successful leadership and management of commercial cannabis through coordination and collaboration with multiple County departments, state agencies, and local governments to address taxation, regulation, policy, enforcement, education and protection of the health, environment, and safety of our communities. There are outstanding federal and state policy issues that need to be addressed in order for the Program to be successful. The Program ~~will be~~ updated~~ing~~ its Strategic Plan and Implementation Plan in the spring of 2020.

Banking: The conflict between federal and state law over marijuana use severely limits the cannabis industry's ability to access banking services. As the industry continues to grow, the County is increasingly concerned with the large amounts of cash that cannabis businesses are required to store on site and the risk it poses for violent crime. The County collected $52~~35.1~~ million in tax revenue between July 2016 and October 2020~~November 2019~~.

The County also is concerned that its tax assessment, collection and audit functions will be needlessly complicated in a "cash only" environment, and the potential revenue loss could negatively affect other County programs. A new federal policy is needed to permit financial institutions to serve the cannabis industry in accordance with state law. The County supports legislation that creates a safe harbor for individuals and entities from federal marijuana laws if they act in compliance with state law.

Legalization: Legislation was reintroduced in the 116th Congress to amend the federal Controlled Substances Act to exempt state-legal marijuana activity from its provisions. The bill, known as the Strengthening the Tenth Amendment Entrusting States (STATES) Act, would also protect banks and credit unions that work with legal cannabis businesses. The County supports this type of limited legalization that allows each state to determine how best to address commercial cannabis activity within its own borders.

Funding for Enforcement: The 2018-19 State Budget included monies from the General Fund for a Department of Justice proposal for cannabis-related enforcement aimed at the illegal cannabis market and protecting against intrastate and interstate diversion activity by criminal organizations. None of this funding was provided directly to local enforcement agencies. The Cannabis Program was awarded a Proposition 64 three-year grant beginning October 2020 under the Board of State and Community Corrections that focuses on public education and enforcement of unlicensed cannabis. The County supports additional funding provided directly to local law enforcement agencies for cannabis related enforcement activities.

Cannabis Industry Stabilization: ~~In order t~~To gain industry stabilization in the next ten years, a commitment to continuous improvement needs to evolve. In 2020, the state undertook the process of combining the three regulatory bodies for the oversight of the cannabis industry. The three regulatory bodies are the Bureau of Cannabis Control (BCC), California Department of Food and Agriculture (CDFA), and the California Department of Public Health (CDPH). The three agencies utilize~~California Cannabis Authority (CCA) needs to be integrated with the~~ California's Cannabis Track-and-Trace (CCTT) ~~S~~system ~~that uses~~ implemented through Metrc to track cannabis moving through the supply chain from seed to sale. Metrc is a compliance management solution that produces raw data that is currently only available in real time to the state agencies. ~~used by the three regulatory bodies for the oversight of the cannabis industry. The three regulatory bodies are the Bureau of Cannabis Control (BCC), California Department of Food and Agriculture (CDFA), and California Department of Public Health (CDPH). The need for Metrc to be integrated with the CCA is to reduce workflow~~ The County's only access to Metrc is through data

produced to enable efficient regulation at the local level. In 2020, the County amended its ordinances to require cannabis operators to provide a copy of their Metrc API key to the CCA which eliminated duplicative compliance burdens on operators and ~~to~~ delivered significant value to the County in data access to Metrc ~~incremental value that is not currently being realized by the industry or state and local jurisdictions.~~ State and local tax escalators may also impact efforts to stabilize the industry. In fiscal year 2019-2020, the County delayed implementation of a local tax escalator and provided a delayed third quarter payment without penalty to enable the industry to navigate market changes due to the COVID-19 pandemic. ~~The~~A continued commitment to reduce barriers to entry will encourage continued investment in an industry which has recently seen layoffs and retreating stock prices. ~~If the increase in state cannabis taxes takes effect in 2020, consideration should be given to establishing a cannabis control/education program, funded by cannabis tax revenues, like what was established with tobacco and nutrition to expand health education for the industry.~~

~~Additionally, t~~The Governor's Office is seeking input from local jurisdictions and stakeholders to continuously improve licensing agency services. To that end, the Office of Innovation under the California Health and Human Services (CHHS) Agency held workshops to gain input from stakeholders. Priority areas identified in one of the workshops were: 1) state and local communication; and 2) standardization of processes between the three agencies including online applications and databases.

The Cannabis Program entered into a Memorandum of Understanding with CDFA as a pilot participant to "test" CCTT monthly reports. The reports are very limited in nature and do not provide real-time data. The County supports an expanded format for local jurisdictions to access their industry's Metrc data to further enhance compliance and enforcement efforts.

Cannabis Statute of Limitations: In November 2016, when California voters passed Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act, section 26038 of the Business Professions Code did not specify a statute of limitations for civil penalties brought against persons engaging in commercial cannabis activities without a state license. As such, it defaulted to a one-year statute of limitations under section 340(b) of the Code of Civil Procedure. Due to the time required for these prosecutions, the Monterey County District Attorney's Office is seeking an increase in the statute of limitations from one to three years under this code section. Extending the statute of limitations for these cases would allow for better prosecution of black-market cases which is crucial to the successful implementation of Proposition 64 and which will in turn allow the legal cannabis industry to thrive.

War on Drugs: Monterey County recognizes that the War on Drugs has had a disproportionate effect on low income communities and communities of color, especially in regard to infractions for cannabis possession. As a result, the County supports policies that work to rectify these historical impacts.

Department of Cannabis Control – Provisional Licenses: AB 97 gives licensing offices authority to issue citations to licensees or unlicensed persons for any act or omission that violates or has violated any provision of the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"). Second, a provisional license can qualify without having held a temporary license if you have submitted a completed license application to the licensing authority, including evidence of compliance with the California Environmental Quality Act and with city and county ordinances. These provisional licenses are valid for one year and can be renewed for one-year terms until January 1, 2022. Third, no later than July 1, 2021, the Department of Food and Agriculture will establish a certification program that will allow labels for products considered "organic." Last, local equity programs can receive technical assistance to equity applicants or licensees. There is growing concern over the provisional license sunset clause that expires on January 1, 2022. As of December 2020, Monterey County has approximately 117 operators holding 26 annual licenses and 516 provisional licenses. There is concern that our licensees holding provisional licenses will not be eligible for the annual license because they may not be fully permitted at the local level. Monterey County requires a land use permit (entitlement), and the business operator must gain approval of the Cannabis Business Permit and the Annual Business License. Approximately 58 cannabis

operators participated in two CEQA group studies. The larger study was approved by the Board of Supervisors in December 2020 with anticipating of reviewing eligible land use permits immediately. The remaining 39 applications will need to have a determination made if CEQA is required or how they will meet CEQA before July 1 ,2021.

Key Objectives:

Support efforts to change Federal regulations which restrict the use of federally insured banks and credit unions for cannabis revenues. Support legalization efforts that allow states to determine how to address commercial cannabis activity within their borders, and to declassify cannabis as a Schedule I drug. Support additional funding for local law enforcement agencies to aid in enforcement activities. Support efforts that promote cannabis industry stabilization. Support efforts to extend the statute of limitations from one to three years to more effectively prosecute violators of commercial cannabis regulations.

Support efforts to preserve local government authority and control over taxation, revenues and fees, land use, and local regulatory control over sale, distribution, production, and cultivation. Support efforts to stall state tax escalators to allow for industry stabilization. Support efforts to develop uniform pesticide and other contaminant standards for adult use and medical cannabis, to develop uniform potency standards for cannabis products, and to develop enforceable standards for impaired driving to ensure public health and safety. Support policies and regulations to develop packaging which does not appeal to children, and to require childproof containers. Support efforts to develop effective public health campaigns and resources to address the impacts of cannabis on public health. Support efforts to implement a statewide track and trace technology system ~~compatible with~~accessible to local programs in real time. Support efforts to develop state standards governing worker safety and security in the cannabis industry. Support efforts to establish funding to manage the impacts of cannabis growth including enforcement, monitoring, inspections, and health education. Support efforts to reduce environmental degradation and ensure the responsible use of resources including water and electricity in cannabis cultivation. Support efforts to extend provisional licenses currently set to sunset January 1, 2022.

Support Cannabis Equity Programs. Support policies and programs that focus on job placement, mental health treatment, substance use disorder treatment, system navigation services, legal services to address barriers to reentry, and linkages to medical care for communities disproportionately affected by past federal and state drug policies, also known as the War on Drugs.

INDUSTRIAL HEMP

Recent legislation made the cultivation of industrial hemp for fiber, seed, and extracts legal at the federal and state levels. Industrial hemp production includes cultivation of cannabis sativa plants, the same species of plant cultivated for the ~~still federally illegal~~ cannabis market. What differentiates legally between industrial hemp and cannabis varieties is the amount of tetrahydrocannabinol (THC) present in the flowering tops - under 0.3% THC is defined as hemp, and greater than 0.3% THC is defined as cannabis.

Monterey County Board of Supervisors adopted Ordinance No. 5314, effective August 31, 2019, establishing a pilot program for the cultivation and processing of industrial hemp in the inland unincorporated areas of the County. This ordinance added Chapter 21.49 to Title 21 (non-coastal zoning) of the designation (HMP district) establishing industrial hemp cultivation as an allowed use subject to certain restrictions under the pilot program and development of new industrial hemp processing plants with a use permit. The ordinance requires approval of registration by the Monterey County Agricultural Commissioner, limits the number of industrial hemp cultivation registrations that may be issued (not to exceed 30), provides for a maximum cultivated area of 100 acres per registration, and requires a three

mile setback from existing legal commercial cannabis cultivation sites unless the setback is reduced or waived by mutual consent of the industrial hemp cultivator and the cannabis cultivator.

Funding for Enforcement: The County is under contract with the California Department of Food and Agriculture (CDFA) to perform work under the CDFA Industrial Hemp Cultivation Program. Maximum funding under the contract is $49,250~~2,000, although CDFA has indicated that could be increased~~. CDFA recognizes this funding level will not cover all costs incurred by counties for enforcement activities. The County may consider establishment of a fee for Industrial Hemp cultivation pursuant to Food and Agricultural Code Section 81005. (c) which provides that: "The board of supervisors of a county may establish a reasonable fee, in an amount necessary to cover the actual costs of the commissioner and the county of implementing, administering, and enforcing the provisions of this division, except for costs that are otherwise reimbursed pursuant to subdivision (b), to be charged and collected by the commissioner upon registrations or renewals required pursuant to Section 81003 or 81004 and retained by the commissioner or the county, as appropriate. *(Amended by Stats. 2019, Ch. 838, Sec. 9. (SB 153) Effective January 1, 2020.)"*

Key Objectives:

Support efforts to increase funding for enforcement activities. Support efforts to develop uniform pesticide and other contaminant standards. Support efforts to fund local research of industrial hemp cultivation especially research of pollen travel and contamination.

~~Fort Ord Reuse Authority (FORA)~~

~~The Fort Ord Reuse Authority (FORA) was created by State law in 1994 following closure of the former Fort Ord military training base in 1992. FORA is charged with responsibility to plan, finance, manage and oversee conversion of the former military land for community reuse. When established FORA was envisioned to sunset in 2014, but due to the Great Recession and other factors, redevelopment didn't occur at the pace expected and in 2012 state legislators extended FORA's sunset date to June 30, 2020.~~

~~As required as part of the extension, FORA submitted a Transition Plan to the Local Agency Formation Commission (LAFCo) of Monterey County in December 2018, which lays out how FORA assets and liabilities will be assigned to its member jurisdictions – Monterey County and several cities – when FORA ceases to exist. LAFCo staff continues to advise the Commission of its implementation. FORA and its member jurisdictions are working to resolve key policy issues relating to the dissolution.~~

~~**Key Objectives:**~~

~~Support expedited approvals required by the U.S. Army necessary to achieve FORA dissolution by June 30, 2020. Support legislative or other efforts to ensure the smooth dissolution/transition of FORA assets and liabilities to its member jurisdictions, while safeguarding revenue streams (e.g., property tax distribution, special district fees) that support community reuse objectives (e.g., blight removal, habitat conservation planning) and minimize liabilities to the member jurisdictions.~~

~~Federal Opportunity Zones~~

~~An Opportunity Zone is an economically-distressed community where new investments, under certain conditions, may be eligible for preferential tax treatment. Localities qualify as Opportunity Zones if they have been nominated for that designation by the state and that nomination has been certified by the Secretary of the U.S. Treasury. As of December 2018, the U.S. Treasury Department has identified a total of 8,761 opportunity zones across all 50 states, the District of Columbia and five U.S. territories. Each area will retain that designation through 2028.~~

~~In California, the U.S. Treasury Department has designated 879 census tracts as Qualified Opportunity Zones, including nine census tracts in Monterey County in Salinas, Seaside and Marina. Investments made by individuals through special funds in these zones would be allowed to defer or eliminate federal taxes on capital gains.~~

~~**Key Objectives:**~~

~~Support efforts to streamline and coordinate economic development resources across different federal agencies. Support efforts to expand Opportunity Zone designations in Monterey County. Support efforts to assess the effectiveness of Opportunity Zones in alleviating poverty and promoting job creation.~~

TOURISM

Tourism is the number one industry on the Monterey Peninsula and the second largest industry in Monterey County. The tourism industry has been severely impacted by the COVID-19 pandemic, projecting a $1.4 billion loss in 2021 alone. Recovery of the tourism industry is of paramount importance and must be prioritized to protect the industry and the thousands of people it employs.

The hospitality industry annual provides Monterey County with millions in local tax revenues (e.g., sales tax, transient occupancy tax). This revenue provides communities with vital tax resources needed to invest in infrastructure improvements, programs and projects that benefit residents.

Monterey County has an abundance of open or undeveloped space and unique natural environments which lend themselves to tourism, eco-tourism, sustainable-tourism, and cultural-heritage tourism (e.g., Pinnacles National Park, Fort Ord National Monument, and numerous State, Regional and County parks). With proper marketing these assets can attract visitors for longer stays and more frequent visits, which benefit the local economy through increased visitor spending on lodging, food, retail, and other services. The attraction of recreational enthusiasts encourages the establishment of manufacturing, retail and service businesses which cater to the recreational equipment needs of visitors and residents. Tourism benefits can also be gained by collaborating with the Monterey County Convention and Visitors Bureau and national organizations such as Brand USA, the Jobs Originated through Launching Travel (JOLT Act), and the State of California Travel Program. Traffic congestion acts as a deterrent to tourist, exacerbating the need to support transportation and infrastructure projects which improve public safety, enhance roadway capacity, provide for more public transportation, and improve coastal and trail access for residents and visitors.

Key Objectives:

Support efforts which promote tourism, eco-tourism, sustainable-tourism, and cultural-heritage tourism, including support for federal, state, and local conservation and recreation areas; partner with other agencies to leverage the benefits of tourism to increase economic growth, create jobs, generate tax revenue and boost U.S. exports; fund infrastructure improvements and capital projects that support visitor travel and tourism.

ARTS & CULTURE

Through a 2018 community engagement process sponsored by the Board of Supervisors – which was conducted through phone, online and community forums – community members identified libraries as one of their top priorities.

Strengthening arts and cultural assets is vital to community development and can significantly contribute to economic development. Assets include those related to entertainment (e.g., theaters, performing groups), personal development (e.g., community centers, libraries, bookstores), education (e.g., schools, museums), and communities (e.g., cultural events/festivals). A flourishing arts and culture sector can affect where workers want to live and as such is important for workforce recruitment and retention. Arts and cultural activities also promote economic development by attracting visitors and increasing the length of time and money they spend.

Key Objectives:

Support efforts that expand, strengthen, and support art and cultural activities and facilities, which improve the education, health, and well-being of both visitors and those who live in our communities.

EDUCATION, RESEARCH & MILITARY

★ **COVID-19 PRIORITY – EDUCATION:** *Schools are facing significant challenges which disparately impact students of color. Nearly 7,000 students/families do not have access to the tools they need for distance learning and over 10,000 students do not have internet access in their home because internet access is not available in their community or is unaffordable to their families. – See specific COVID-19 related education priorities on page 13.*

The Monterey Bay Area has a diverse concentration of higher education, research and military institutions, particularly related to foreign language study, marine research, and international policy. The County is also home to the greatest collection of foreign language assets in the world and is directly involved in over 25% of the nation's post-secondary learning in languages other than English. In 2014, the Library of Congress approved a trademark for Monterey County as *"Language Capital of the World."*

Strengthening Monterey County's Military Missions: Monterey County has a long and proud military history and is honored to support the ten military missions located here which provide many local jobs. Safeguarding and strengthening local military missions is critical to our national security and local economic strength. In recent years, certain missions have been threatened with reductions or closures due to proposals such as Base Realignment and Closure (BRAC). The County supports efforts which work to enhance, grow, and protect national security assets in the Monterey Bay Area.

Key Objectives:

Support efforts to protect, strengthen and expand the missions of the military installations located within Monterey County. Oppose Base Realignment and Closure (BRAC) and similar Department of Defense proposals, which would diminish local missions, negatively impacting our regional economy.

OLD MONTEREY COUNTY JAIL

The Old Monterey County Jail located in Salinas, California, was built in 1931 in the Gothic Revival architectural style during the Art Deco period. It served as the County's primary jail until a new jail was completed in 1977. In 2004, the building was listed on the U.S. National Register of Historic Places reflecting its architectural significance and for areas where Cesar Chavez was imprisoned during the 1970 Salinas Lettuce Boycott – raising national attention. The 50th anniversary of this historic moment in labor and civil rights history took place in 2020. After extensive evaluation of multiple alternatives, the Board of Supervisors selected three preferred alternative~~s~~ redevelopment/rehabilitation project.~~and seeks~~ The County needs funding ~~from the State in order~~ to implement a capital project and repurpose of the historic jail/site.

Key Objectives:

Support efforts to secure local, ~~S~~state and/or federal funding ~~in 2020~~ for a capital project to repurpose the Old Monterey County Jail.

ADMINISTRATION

Efficient and Effective Government Operations

LEGISLATIVE PRINCIPLES – ADMINISTRATION

General

Support legislative and regulatory efforts that protect and enhance local governments' revenues, maximize County access to state and federal funding sources and increase local funding flexibility. Support efforts to increase local authority and control over revenues, governance, and service delivery – as well as protect the County against federal and state mandates that constrict its ability to manage its own affairs. Support efforts to provide funding or reimbursement at the actual cost of doing business for County administered programs, projects, and responsibilities. Support efforts to recruit and retain a highly skilled and professional county workforce, provide staff opportunities for professional development, and promote the recognition of employees as professionals in their fields. Protect the attorney-client privilege. Support full funding for mandated programs and oppose unfunded mandates and the imposition of unreasonable or unnecessary legislative, administrative, or regulatory burdens that add costs or risks to County and local operations. Support efforts to provide increased training opportunities to County staff to ensure public health and safety.

Local Revenue Generation

Support efforts that preserve the County's autonomy as the fiscal manager, administrator, and policy-making entity related to County funds. Support expanded authority to generate voter approved revenues at the local level. Protect the County's revenue sources, especially property, sales, commercial cannabis business and transient occupancy taxes. Oppose efforts to restrict, limit or eliminate local taxing authority and policies that have the effect of reducing revenues to state and local government (e.g., the tax-exempt status of municipal bond interest, and the deduction for state and local taxes). Support the County's authority to engage in public-private partnerships and other alternative financing mechanisms for infrastructure development.

Government Efficiency & Privacy

Support efforts to modernize the governance structure of County divisions and agencies or enter into strategic partnerships to improve the efficient delivery of government services. Support efforts to streamline operations, enhance access and use of digital and other information technologies, and add flexibility and discretion for counties to manage programs in the most efficient and cost-effective manner possible. Support policies that promote net neutrality and open access to information in any format. Support efforts to increase data privacy, limit third party access to data, safeguard against data breaches, and guard against election interference.

Civil Rights & Civic Engagement

★ **COVID-19 PRIORITY – LANGUAGE ACCESS:** *Since the pandemic began there has been a lack of communications and guidance documents in languages other than English. It is essential that these written and verbal communications be provided in non-English languages for communities where English is not the primary language. – See specific COVID-19 related language access priorities on page 12.*

★ **COVID-19 PRIORITY – VIRTUAL ACCESS:** *As a result of the need for social distancing during the pandemic, some requirements have temporarily been waived to allow access to County services by virtual means and to increase virtual participation in government. Making these changes permanent will increase the public's access to county government. – See specific COVID-19 related virtual access priorities on pages 13.*

Support efforts that respect civil rights, provide equal opportunity for all, and pursue equity in all operations by developing a culture of diversity and inclusion. Support efforts to improve services to Limited English Proficiency (LEP) persons by providing services in the language spoken by our residents, including indigenous languages and American Sign Language. Support efforts to increase access to government for persons with different abilities using adaptive or assistive devices. Support efforts to improve the Department of Fair Employment and Housing's discrimination, harassment, and retaliation investigative process. Support efforts to increase diversity and inclusion in government boards, commissions, and committees. Support efforts to protect the constitutional rights and voting rights of County residents, the integrity of the election process, and equitable access to voter registration and voting. Support efforts to reform the election process and fund election administration to ensure reform efforts can be implemented. Support policies that create efficiencies and reduce costs in elections administration.

Strategic Collaboration

In matters where legislative pursuits align or are consistent with the interests of Monterey County, support other agencies' efforts. Collaborate with neighboring cities, counties, and other agencies on large-scale projects and regional planning efforts. Maintain effective relationships with the California State Association of Counties (CSAC), Rural County Representatives of California (RCRC) and National Association of Counties (NACo).

LEGISLATIVE PRIORITIES – ADMINISTRATION

LOCAL GOVERNMENT FUNDING AND AUTHORITY

★ **COVID-19 PRIORITY – STATE AND FEDERAL SUPPORT AND INVESTMENT:** *Despite recent investments, counties cannot continue to meet the unprecedented demands in public health, emergency response, and other vital services without additional state and federal support. Declining local revenues, coupled with increasing demands on county delivered safety net services makes the County's situation unsustainable, and puts the health and security of the public, especially communities of color, at risk. – See specific COVID-19 related state and federal support and investment priorities on page 7.*

It is essential that the County work to protect and enhance local government revenues, maximize access to State and Federal funding sources and increase local funding flexibility. Local authority and control over revenues, governance, and service delivery – as well as protection against mandates that constrict the County's ability to manage its own affairs is essential. Efforts must be supported which provide funding or reimbursement at the actual cost of doing business for County administered programs, projects and responsibilities and vigilantly oppose unfunded mandates and the imposition of unreasonable or unnecessary legislative or regulatory burdens that add costs or risks to operations.

Federal and State Aid: Monterey County receives funding from the Federal and State government to administer health, welfare, and public safety programs. The County also receives revenue from

competitive grant programs. Total Federal and State aid to the General Fund for Fiscal Year 2020-21~~17-18~~ is estimated at 34~~3~~% of total financing. Social service and health programs rely heavily upon and are the largest recipients of this aid. However, funding to counties to deliver required services has not kept pace with costs.

Discretionary Revenues: The County's primary discretionary revenue sources are property, sales, commercial cannabis business taxes and transient occupancy taxes. These revenues support most County services and basic functions (e.g., public safety, criminal justice, health, public assistance, land use, recreation, environment, administration).

Targeted Federal and State Advocacy: The County's state and federal legislative advocacy efforts work to support or defend legislative, regulatory or budget actions that impact resource, operation, revenue or funding opportunities for County projects and programs. The Board of Supervisors has a Legislative Program and Strategic Grant Services Program to aid County departments in legislative efforts and priority project grant applications. These programs work in close collaboration to advocate for maximum state and federal program funding which translates into locally available funding opportunities. The County's lobbyists and grant consultants are key to these efforts, working with state and federal agency staff to shape rulemakings and guidance for programs that impact County finances and operations.

Local Authority: The County must have adequate authority, operational flexibility, and resources to meet its role as an agent of the State and local service provider. The County supports efforts to ensure local discretionary control over governance issues and the delivery of services. The County opposes the transfer of programs from the State to counties unless program control and flexibility are also shifted, and adequate State funding is guaranteed.

Transparency: The County supports transparency in its operations and business decisions, open government, and freedom of information as it executes its responsibilities. The County believes that the transparency of public spending strengthens democracy, promotes fiscal responsibility, and bolsters public confidence.

Key Objectives:

Support efforts to secure and enhance State and Federal revenues and funding for local government operations and programs; preserve the County's autonomy and local authority as the fiscal manager, administrator, and policy-making entity related to County funds; and to expand authority to generate voter approved revenues at the local level. Support efforts to increase transparency in the way the County conducts its business, modernize the governance structure of County divisions and agencies, and enter into strategic partnerships to improve the efficient delivery of government services. Support efforts to enhance and equitably distribute constitutionally guaranteed funds to counties for realigned public safety, health, and human services programs. Oppose administrative and regulatory burdens which unnecessarily add risks or costs to County business activities. Oppose federal efforts to eliminate or limit local taxing authority, the state and local tax deduction, the tax-exempt status of municipal bonds, and other tax policies that have the effect of reducing revenues for state and local governments.

2020 CENSUS AND REDISTRICTING

★ **COVID-19 PRIORITY – CENSUS AND REDISTRICTING:** *Billions of dollars hand in the balance for essential programs, services, and infrastructure – and government representation from the Congressional level to local county supervisorial districts. See specific COVID-19 related census and redistricting priorities on page 6.*

The U.S. Constitution mandates that the federal government conduct a decennial census. Census data is used to determine federal funding levels to states for a variety of critical programs including health care, social services, transportation, public safety, and more. Based on 2010 Census data, California receives over $76 billion dollars from the federal government for more than 70 programs. Only 70% of Monterey County's population completed the 2010 Census questionnaire, resulting in a significant undercount. Locally, an inadequate Census count in 2020 would greatly disadvantage the County's ability to serve vulnerable residents who rely on federal programs.

Monterey County ~~has~~ formed a Complete Count Committee (CCC) ~~which~~ including~~es~~ a broad spectrum of government and community leaders from education, business, healthcare, and other community organizations. These trusted voices developed and implemented a 2020 Census awareness campaign based upon their knowledge of the local community to encourage response and worked to ensure access to the online questionnaire is available in census tracts with the highest rates of Hard to County (HTC) populations in Monterey County.

The National Urban League Litigation

2020 Census Operations began on March 12, 2020. Due to the COVID-19 pandemic, in April 2020, the U.S. Census Bureau implemented a "COVID-19 plan" extending its operations to account for this delay. Census activities were temporarily suspended until June 1, 2020, and the window for field data collection and self-response was extended from July 31, 2020 to October 31, 2020, allowing for apportionment counts (the numbers used for dividing up congressional seats among the states) to be delivered to the President by April 30, 2021 instead of the statutory deadline of December 31, 2020. But on August 3, 2020, the Secretary of Commerce announced a new schedule under which the Bureau greatly compressed, as compared both to the original schedule and to the COVID-19 Plan, the time allocated to various stages for completing the census. The Census Bureau scheduled its field operations to end September 30, 2020 and its apportionment counts to be completed by December 31, 2020.

Leading a coalition of counties, cities (including the City of Salinas), advocacy organizations, and individuals, the National Urban League filed a federal lawsuit in the U.S. District Court for the Northern District of California (San Jose) to challenge the Trump administration's decision to abandon the U.S. Census Bureau's COVID-19 plan and rush the data-collection and data-processing timelines for the 2020 Census. On September 24, 2020, the U.S. District Judge issued a preliminary injunction, preventing the Census Bureau from operating on the timeline it laid out in its rush plan. The Ninth Circuit Court of Appeals granted a partial stay of the preliminary injunction, under which the Census count had to continue until October 31, 2020. The federal government appealed these decisions to the Supreme Court. On October 13, 2020, the U.S. Supreme Court stayed the preliminary injunction in its entirety, thereby allowing the Census Bureau to cease its Census operations on October 16, 2020 at 2:59AM.

On November 13, 2020, the National Urban League and other plaintiffs appeared before the U.S. District Judge requesting that the court compel the Census Bureau to revert to its COVID-19 plan pushing back from December 31, 2020 to April 30, 2021, the deadline for turning in apportionment counts. The plaintiffs stated that the Census Bureau's rush to finish the count in order to meet the shortened deadline violated its duties under the Constitution and forced census takers to cut corners, jeopardizing the accuracy of the count and leading to an undercount of Black, Latinx and Native American communities. The parties are headed for trial in early 2021.

Field Data Collection and Self-Response in Monterey County

The Census Bureau and California Complete Count Committee provide periodic updates on the Self-Response Rates (SRR). As of October 27, 2020, California has an SRR of 69.6% and Monterey County at 65.6% (Final 2010 rate 64.4%).

Hard~~t~~ to County (HTC) Communities: County HTC communities are well-documented by the U.S. Census Bureau, with an estimated 35% of the population living in HTC neighborhoods comprised of populations historically missed in the census at disproportionately high rates (e.g., people of color, young children, immigrants, and renters). ~~According to a recent report by the Public Policy Institute of California, Monterey County has the highest percentage of noncitizens of any California county, 21.7%. The U.S. Census Bureau is at a 40% national recruitment rate for Partnership Specialists, Recruitment Assistants and Enumerators. The limited bandwidth of Census personnel and need for enhanced coordination between local and federal efforts is being felt in Monterey County. The impact that an inadequate number of Census Bureau personnel and poor coordination between federal and local effort could be detrimental to certain census count operations such as group quarters and homeless populations.~~

Citizenship Question: The 2020 Census proposed inclusion of a question about citizenship. The County joined the State of New York and other government entities from around the country in litigation against the U.S. Department of Commerce and the U.S. Census Bureau regarding inclusion of the citizenship question. While the Supreme Court ruled that the U.S. Department of Commerce's decision to add a citizenship question violated federal law, the threat of the question exacerbated fears of sharing personal information and filling out the Census, particularly among immigrants and people of color. While the citizenship question did~~will~~ not appear on the 2020 Census, ~~the Complete Count Committee has learned through outreach activities that many in Monterey County are still~~ for many county residents uninformed of the Supreme Court ruling, fear and mistrust of the federal government remains at an all-time high. The Census Bureau's 2020 Census Barriers, Attitudes and Motivators Study Survey Report revealed that nearly half of the study participants expressed concern about the confidentiality of their responses. Almost one quarter of participants were "extremely concerned" or "very concerned" that their responses would be used against them. According to a recent report by the Public Policy Institute of California, Monterey County has the highest percentage of noncitizens of any California county, 21.7%.

~~***Digital Census:*** The federal government is relying more heavily of digital resources for the 2020 Census. This could create issues for rural households without, or with unreliable, internet connectivity. The U.S. Census Bureau will not provide Questionnaire Assistance Centers (QAC) or Questionnaire Assistance Kiosks (QAK) as they did for the 2010 Census. Monterey County will provide a minimum of 26 QACs/QAKs throughout the HTC census tracts to make the online survey more accessible.~~

~~***Language Barriers:*** The online and telephone Census will be provided in English and 12 other languages, while the paper form will be in English and Spanish only. This creates a challenge in Monterey County where English, Spanish, Tagalog, Arabic, and indigenous languages from the Oaxacan region of Mexico are spoken – increasing the need to focus outreach efforts in linguistically and culturally relevant materials.~~

Data Security: While significant steps are taken to protect the privacy of data collected, doubt may remain among some participants about personal information being used for non-census related purposes or access by other agencies, such as law enforcement.

Apportionment and Redistricting: Under Article I, Section 2 of the Constitution, seats in the House of Representatives are apportioned among the states by population, as determined by the census conducted every ten years. The apportionment results ~~will~~were expected to be submitted to the President by December 31, 2020 and redistricting data ~~will be~~ submitted to the states by April 1, 2021. However, the COVID-19 pandemic and federal litigation have created uncertainty in the timeline for processing census data that will be used in the apportionment and redistricting process. The anticipated involvement and responsibilities of the County will be determined at that time but will include a redistricting process for County Supervisorial districts.

Key Objective:

Support legislative and administrative policies that ensure the accuracy and completeness of collected census data that reflects the total resident population in each state, including noncitizens. ~~Support~~

~~additional funding to ensure a complete Census count. State funding for this effort of $401,996 is insufficient. Without adequate distribution of funding for Census outreach and other activities, the County is at significant risk for an undercount of its population. Support increased resources for the U.S. Census Bureau to make certain there is adequate staffing specifically dedicated to Monterey County to ensure an accurate and complete Census count and improve coordination between local and federal efforts.~~

SOCIAL, HEALTH, AND RACIAL EQUITY

★ **COVID-19 PRIORITY – DISPARATE IMPACTS:** *The "COVID-19 Pandemic Disparate Impact Report" identifies the underlying conditions that have contributed to the racial disparities present in the data and statistics of those most impacted by the pandemic in Monterey County. - See specific COVID-19 pandemic disparate impact legislative priorities on pages 6-13.*

Monterey County supports policies and practices that promote equity and reduce disparities based on race, ethnicity, national origin, immigration status, gender, sexual orientation, gender identity, age, disability, and socioeconomic status. Policies should address all forms of racism, particularly institutional and structural racism, which have historically played a central role in creating and perpetuating persistent social and health inequities. Despite progress in addressing explicit discrimination in these policy areas, inequities continue across the nation. These inequities exist across all indicators for success, including education, criminal justice, jobs, housing, public infrastructure, and health, regardless of region. Identifying and addressing the root causes of these disparities is needed to understand the unintended consequences of policies, systems and institutional biases which may marginalize certain communities.

Monterey County has developed a Governing for Racial Equity Action Plan that will move a theory of change into action to achieve a collective vision of equity and drive institutional and structural change across County departments.

Ethnic studies are an interdisciplinary field of study that encompasses many subject areas. Ethnic studies courses offer a benefit and critical need to our society, focused on an in-depth comparative study of the history, politics, culture, contributions, challenges, and current status of ethnic groups in the United States. The County supports efforts to require students to learn the national origins of ethnic groups and their transnational linkages.

Key Objective:

Support efforts, policies and practices that eliminate disparities based on race, ethnicity, national origin, immigration status, gender, sexual orientation, gender identity, age, disability, and socioeconomic status, to ensure equitable opportunities and better futures are available to all Monterey County residents. Support efforts to fund and implement proven Governing for Racial Equity practices across County departments. Support efforts to require ethnic studies courses for high school and college students.

HEALTH & HUMAN SERVICES

Health Equity and Wellness for Monterey County Residents

LEGISLATIVE PRINCIPLES – HEALTH & HUMAN SERVICES

General

Assure that adequate protections are in place to provide equitable opportunities for all individuals to realize their full potential and provide for needed public health, safety, and social service programs. Support state and federal actions that promote the health and welfare of the County's most vulnerable residents. Support efforts to fund, expand, coordinate, and improve the County's health care safety net system, including COVID response funding. Support reforms to fully fund comprehensive health care programs, providers, and facilities for every resident, without adversely affecting the local economy and business community. Oppose funding cuts to critically important health and human service programs, such as Medicaid (Medi-Cal in California), Medicare, and Disproportionate Share Hospital (DSH) funding, and efforts that reduce local flexibility in the implementation of such programs. Support initiatives that eliminate or indefinitely delay implementation of DSH cuts. Oppose policies that limit access to private health insurance. Support state efforts to negotiate ~~renewed~~ a waiver~~s~~ extension and a new five-year waiver with the federal government that enhances matches or provides additional Medicaid (Medi-Cal) funding to California counties. Support funding for, and policies that, assure parity for mental health and substance use disorder prevention and treatment. Oppose attempts to require website posting of hospital contracts which would affect the hospital's ability to compete, increase potential lawsuits, and place an undue burden on County business. Oppose federal surprise billing initiatives that will severely impact hospitals' ability to be adequately reimbursed for the provision of services. Support efforts to terminate price transparency rules that are effective January 2021. Support efforts to fund electronic health records integration and implementation so health information exchange efforts can expand. Support changes in federal substance abuse confidentiality rules to allow for streamlined information sharing.

Public Health

Support policies and funding that preserve and expand primary prevention and essential public health functions. Support efforts that foster social equity in the areas of community health, health care access, education, and disease prevention. Support efforts to create safe neighborhoods and invest in affordable housing to assure the environment is supportive of making healthy choices that lead to healthy lifestyles, with a focus on early childhood development, prevention of childhood obesity, promotion of maternal and child health, and youth violence prevention. Support efforts to create climate resilient communities. Support efforts and policies that promote environmental health regulations that require businesses and individuals to follow public health principles that protect people and the environment. Support efforts to allow streamlined information sharing across multi-sector entities to improve coordination of care and client outcomes.

Social Services

Support efforts to preserve and advance social services by providing the authority and resources required to promote the social and economic self-reliance of individuals and families, and for the protection of children, elders, and dependent adults. Support efforts to restore funding and clarify state/county responsibilities for county provided social services. Encourage and support the State's efforts to secure funding and federal waivers resulting in additional resources for counties and community-based social

service providers. Support efforts to provide funding and policies to address the unique needs of veterans and their families.

LEGISLATIVE PRIORITIES – HEALTH & HUMAN SERVICES

PUBLIC HEALTH, HEALTH CARE COVERAGE, ACCESS & INTEGRATION

★ **COVID-19 PRIORITY – HEALTH:** *Access to quality healthcare is a fundamental human right. Communities of color have higher rates of underlying health conditions (e.g., diabetes, heart disease, lung disease, etc.) linked to more severe cases of COVID-19. Communities of color also have less access to quality health care and are disproportionately represented in essential frontline jobs that cannot be done from home, increasing their exposure to the virus. – See specific COVID-19 related health priorities on pages 7-9.*

Through a 2018 community engagement process sponsored by the Board of Supervisors – which was conducted through phone, online and community forums – community members identified quality health and mental health services as some of their top priorities.

California counties play a critical role in serving those most in need through the provision of public health, communicable disease control, behavioral health, social services, and a strong public safety net health care system. Funding cuts during the great recession left significant underfunded infrastructure needs for public health and communicable disease control. Restoration of these funds in particular are needed for a comprehensive infectious disease control system in California to combat emerging and reemerging diseases.

Additionally, the reduction of health inequities is a critical need that can be accomplished through intentional systems change to improve the social determinants of health and increasing the proportion of county residents covered by health insurance. System changes include fostering the promotion of health and prevention strategies, developing multi-sector coalitions using collective impact to address complex issues, expanding health care coverage, and partnering health care delivery with public health. These efforts are an intentional move up-stream from the treatment of illness associated with communicable and chronic disease to advance a policy, systems and organizational change approach to address the underlying environmental factors and conditions that influence health and health behaviors.

Monterey County faces numerous health-related issues (e.g., childhood obesity, youth violence, and adult onset diabetes). The County has adopted a strategy of "Health in All Policies" as part of its efforts to eliminate social, racial, economic, and environmental inequities that impede the attainment and maintenance of good health, including health care access. The County supports a broad system-wide and public health prevention approach to reduce risk factors that exacerbate health inequities, maintain, and strengthen the County's role in health care reform, and the health of the public safety net health care system.

The safety net health care system and access to it provides residents with opportunities for routine care. Those opportunities include comprehensive health care insurance coverage, continued support for those with pre-existing conditions, reimbursement mechanisms that cover the costs of providing health care, and support for a twelve-month extension of the Medi-Cal 2020 waiver, and the five-year renewal of California's Section 1115 new Medicaid waiver.

Key Objectives:

Support efforts that reduce health inequities, improve health care access for all (e.g., Esperanza Care), promote primary public health prevention, fund interventions to prevent emerging and reemerging communicable diseases, and strengthen communities (e.g., social support networks, community design, clean energy, public transportation, access to education, employment practices, alternatives to incarceration, restorative justice, etc.). Support funding and policy changes to support population-based chronic disease prevention efforts such as the creation of funding of a State Wellness Trust with allocations to counties and other key partners to implement programs, policies, and strategies to prevent chronic illness.

Support efforts promote and fund health prevention efforts, address Adverse Childhood Experiences (ACEs), behavioral health, communicable and chronic disease, positively impact current and future health outcomes, promotes the integration of cognitive and physical health, mental health, behavioral health, and other types of preventive services and healthcare in unified service delivery models.

Support efforts to improve the design and care of built and natural environments to be culturally supportive of healthy living throughout the county. Support increased information and resources to empower community members to choose healthy eating, active living, and drug free lives.

Oppose efforts to repeal or diminish funding or services under the Affordable Care Act, or to limit the scope of the Children's Health Insurance Program (CHIP). Oppose efforts that reduce funding for public health, shifts costs to local health departments, or create unfunded mandates. Oppose legislative and executive actions such as the Centers for Medicare and Medicaid Services (CMS) proposed rule or Medicaid Fiscal Accountability Rule (MFAR) that could limit Medicaid supplementation payments and other financing arrangements which would limit the County's funding sources for federal government programs. Support efforts to stabilize and strengthen public safety net health care systems and pharmacy benefits. Support efforts to provide higher Medi-Cal and Medicare reimbursement levels for inpatient and outpatient services, and substance abuse disorders. Support expansion of coverage for low-income individuals, families and seniors through Medi-Cal and Medicare programs, regardless of legal status. Support the continued implementation of Medi-Cal 2020 and development of the new Medi-Cal Waiver for California and its public health care systems to lead the nation towards care for low-income and vulnerable patients that emphasizes preventative and patient-centered care in the right place at the right time.

BEHAVIORAL HEALTH

Counties provide specialty mental health and substance use disorder services on behalf of the state through county-run mental health plans. The various and complicated funding streams that support behavioral health services include such sources as the 1991 and 2011 Realignments, the Mental Health Services Act, and new homeless funding. The Affordable Care Act has improved behavioral health service delivery, but additional funding and reforms are needed. The development of an integrated and comprehensive system of care that includes supports for behavioral health prevention and treatment programs will lead to reduced costs, improved equity for behavioral health care, enhanced patient outcomes, reduced mental health stigma, and reduced treatment delays and safety issues.

The County needs expanded mental health beds and program space in its adult detention and mental health facilities. Due to the limitations of the detention facility, mentally ill inmates are housed in a variety of locations which creates challenges and security issues. Funding is needed for the construction of dedicated mental health beds for adults and juveniles, individual and group mental health therapy and program space, safety cells, and in and out of custody offender programming needs. The County's only locked 5150 mental health facility is located at Natividad Hospital. There has been a significant increase in the demand for inpatient mental health beds. Funds are needed to expand beds and program space to

better serve the adult and juvenile population, and to engage in behavioral health community outreach and education.

Key Objectives:

Support efforts to enhance the comprehensive behavioral health system, including broader support to expand transitional and permanent housing for the homeless and disabled. Support local control over spending priorities for the Mental Health Services Act (MHSA)/Proposition 63 funds, inclusive of the innovation component for funds. Support efforts to prohibit the funds currently allocated to counties from being re-directed by the State for other purposes. Support efforts to require coverage and increase reimbursements for mental health and substance use disorder services; give counties flexibility to blend mental health, alcohol and drug treatment funds and direct funds to areas of greatest need; and increase availability of services to the uninsured. Support efforts to secure funding to construct mental health beds and program space for residents of all ages.

PUBLIC CHARGE DETERMINATIONS

In October 2018, the U.S. Department of Homeland Security (DHS) proposed a new rule for ~~making~~"public charge" determinations, making it harder for immigrants to enter the U.S. and to apply for a green card. Public charge is a concept under U.S. immigration law that refers to an immigrant who is likely to become primarily dependent on the government for subsistence. Immigration officials can deny applications for a visa or legal permanent resident status if they determine an individual is likely to become a public charge. Individuals deemed to be a public charge can be denied a visa or green card, which could lead to their falling out of legal immigration status and becoming deportable.

Under long-standing Federal policy,~~Currently~~ the only benefits that count towards the public charge test are cash assistance programs such as Temporary Assistance to Needy Families (TANF) and Supplemental Security Income (SSI), and long-term institutionalization at the government's expense. The proposed rule would include: Supplemental Nutrition Assistance Program (food stamps/CalFresh); Medicaid/Medi-Cal (other than emergency medical services and certain disability services provided by schools); Section 8 housing vouchers and Section 8 project-based rental assistance; subsidized housing assistance under the Housing Act of 1937; and Medicare Part D premium and cost sharing subsidies.

Consequences if the Proposed Rule Goes into Effect:

- It will increase the risk that vulnerable residents, especially children, will not have adequate access to medical care (i.e., Medi-Cal) and adequate food resources (i.e., CalFresh).
- Immigrant families may be forced to choose between using public benefit programs that help keep them stay healthy and remain stable but could jeopardize their immigration application or forgo vital services like preventive care and food assistance. The Fiscal Policy Institute estimates the public charge proposed rule would extend to 24 million people in the U.S., including 9 million children.
- In Monterey County, staff providing community benefits have reported customers requesting to have their benefits terminated or applications withdrawn specifically due to concerns with the proposed rule change. Customers are sharing heightened levels of fear and advisement from legal representation as reasons why they no longer desire to receive services such as Medi-Cal, CalFresh and CalWORKs.
- Monterey County residents receive approximately $75 million in CalFresh benefits to supplement their nutrition budgets. A 10% reduction in enrollment for just this program could result in a $7.5 million reduction in federal funds for Monterey County's economy.

- Emergency services provided by the County would be impacted by an increase in uncompensated care because individuals will not want to apply for Medi-Cal. These individuals will likely wait until they are severely ill to seek treatment. Unfunded inpatient days could increase because patients cannot be discharged to outpatient care, dialysis or home health. The number of self-pay patients and bad debt will increase, putting an increased burden on hospital programs.
- Monterey County could experience an increase in communicable diseases such as tuberculosis, influenza, chicken pox and measles because residents will not seek treatment, vaccinations and/or immunizations.

Key Objectives:

Support efforts to block the rule from going into effect. Oppose any changes or policies that add additional programs to the assessment for visa or green card applications or that make receiving qualified benefits more difficult. Advance policies that strengthen, rather than undermine, health and nutrition programs that impact the healthy development of children.

PUBLIC GUARDIANS, ADMINISTRATORS AND CONSERVATORS

Public Administrators, Public Guardians and Public Conservators act under the authority of the California Supreme Court but are solely a County function and mostly funded with County General Funds and some fees collected through the conservatee's estate. These funding sources have not kept pace with the increasing demand for services and there has been a rise in interest in conservatorships as vehicles to help manage criminally involved and homeless populations.

Key Objectives:

Support efforts that would provide adequate and sustainable funding for public guardians, conservators, and administrators to ensure quality safety-net services including securing and safeguarding financial assets for all who qualify. Oppose additional duties, mandates, and requirements for public guardians without the provision of adequate funding to carry out these services. Support efforts to enhance placement capacity for public guardians, as California severely lacks safe and secure housing for the majority of residents under conservatorship.

Support efforts to create a suitable designation for persons with traumatic brain injury, ~~or~~ dementia, or co-occurring mental illness and dementia; and extend Medi-Cal Managed Care or private insurance coverage to provide appropriate coverage, placement, and treatment options for these individuals.

PUBLIC HEALTH AND PREVENTION POLICIES: CANNABIS AND TOBACCO

Legalization of recreational cannabis may exacerbate existing health disparities such as low birth weight, poor mental health outcomes, or lower high school graduation rates for children and youth. Increased cannabis use may lead to cannabis dependency and attendant health and social harms. While tobacco use has declined in Monterey County for the past few decades, lung cancer is the number one cause of cancer deaths, the use of electronic smoking devices and other smokeless tobacco products has been on the rise, and smoking rates among youth are increasing. The proliferation of tobacco product categories, flavored products, and the evolution in tobacco marketing appear to be fueling teens switching from traditional cigarettes to a new generation of tobacco products. And the use of electronic smoking devices is linked with cannabis as well as tobacco. In a 2016 National Youth Tobacco Survey, 9% of students surveyed said they had used an e-cigarette device with marijuana, THC (tetrahydrocannabinol) or hash oil or THC wax.

Key Objectives:

Support efforts that increase funding for cannabis and tobacco education programs and to study the impacts of cannabis use and legalization on public health. Oppose efforts to exempt electronic nicotine delivery systems, such as e-cigarettes, from tobacco control laws and regulations. Support legislation regulating the sales and marketing of smokeless tobacco products, restrict sale of flavored nicotine-containing products, and establish a minimum price or minimum package size for all tobacco products.

EARLY CHILDHOOD DEVELOPMENT

★ **COVID-19 PRIORITY – CHILDCARE:** *Local economic recovery from the COVID-19 crisis hinges on the ability of many county residents, especially those who work in industries deemed essential, to access childcare so that they can return to work. – See specific COVID-19 related childcare priorities on page 12.*

Through a 2018 community engagement process sponsored by the Board of Supervisors – which was conducted through phone, online and community forums – community members identified early learning and preschool programs as some of their top priorities.

There ~~are~~is a total of 47,545 children ages 5 and under in Monterey County, accounting for 7.4% of the population. Using measures that supplement federal poverty data (e.g., cost of living), Monterey County (combined with San Benito County) has the highest child poverty rate in the state, at 31%, with 25.5% of children being food insecure. Monterey County has one of the highest rates of children living in overcrowded housing in the state, at 36.3%.

Research clearly shows that for children to thrive they need good health and quality early learning experiences that unfold within strong family environments. Without early intervention children for whom these statistics are a reality are likely to experience adverse consequences into adulthood - resulting in higher health care costs, a poorly educated workforce, and lifelong dependence on public assistance. Targeted interventions to improve conditions during early childhood offer a greater return on investment than interventions later in life. With a strong investment in early childhood development, all children will be able to contribute to the local economy through increased human productivity.

Key Objectives:

Support efforts to ensure that parents and primary caregivers are well-informed and capable of supporting their children physically, emotionally, mentally, intellectually, and financially (e.g., preschool for all, increase opportunities and access to culturally relevant, trauma informed care, education, and services, along with timely and appropriate information to support families). Support efforts to strengthen families' equitable access to quality early childhood services that meet a variety of family needs (e.g., early childhood workforce development, improved access to quality and developmentally appropriate early care, increase number of quality childcare providers, improved reimbursement rates for licensed childcare providers) with an emphasis on families with children ages birth-three. Support efforts to ensure children are physically, mentally, socially, and emotionally healthy (e.g., increased availability and equitable access to social determinants of health: healthy food, affordable housing, trauma and special needs services, minimize harmful environmental health risk factors, child friendly work-places). Support efforts to ensure that the early childhood development system is comprehensive, cohesive, and navigable (e.g., increase coordination, collection and sharing of data and best practices, increase coordination of whole family services and support for children and families, increased early childhood investments, immigration reform that benefits children and families, quality infrastructure development or improvement). Support efforts to increase funding for early childhood development systems, programs, and First 5 Monterey County.

Bright Beginnings Early Childhood Development Initiative: Framework & Strategy Priorities

- ☆ An equitable system that supports all children and families.
- ☆ Families surrounded by support: implement an integrated, holistic, family-centered support system of screening, care coordination referrals and services; scale up home visiting programs for families with young children; expand paid family leave, protect and support breastfeeding, and implement other family-friendly business practices
- ☆ Empowered and Resilient Families: improve support for parent's and caregiver's mental health; expand access to parent-child play groups.
- ☆ Caregivers support children's growth and learning: embed parenting and child development supports in health and other public services; establish capacity support for family, friend and neighbor caregivers; scale up effective parenting programs.
- ☆ Transform early care and education systems to increase access and improve quality.
- ☆ Design coherent public policies that will improve the lives of children and families.
- ☆ Cross-cutting strategies: generate sustainable funding for early childhood services; engage families with young children in shaping local and regional policies, budgets and services; capacity development and awareness raising.

PROMOTE CHILD WELL-BEING AND PREVENTION OF CHILD ABUSE

★ **COVID-19 PRIORITY – PROTECTING YOUTH AND FAMILIES:** *The pandemic has added major stressors to children and families, especially in communities where there is a higher incidence of the virus. Economic challenges, school closures, and social isolation further add to the problem and place additional stress on family units. – See specific COVID-19 related youth and family protection priorities on page 12.*

Monterey County continues to pride itself in having a strong child welfare system that invests substantial local discretionary funds into child abuse prevention and early intervention programs. The County has one of the lowest foster care entry rates in the state, further reflecting our prevention efforts. With the statewide implementation of Continuum of Care Reform (CCR) the County is putting an ever-increasing emphasis on keeping children with kin whenever possible, to include a formal foster care setting. This includes doing an extensive search for family and supporting kin caregivers as formal resource families. Monterey County continues to struggle with challenging community demographics ranging from overcrowded and unstable housing to co-occurring mental health and substance abuse disorders, along with youth and family violence.

In 2016, the Monterey County Department of Social Services began a community dialogue to develop a Roadmap to Child Well-Being. The dialogue is being facilitated by the American Public Human Services Association (APHSA) with the support of the staff to the National Commission to Eliminate Child Abuse and Neglect Fatalities, and includes national, state and local stakeholders. In 2018, the formalized work was complete and next steps were outlined by the team. This has included a comprehensive review and update of our local mandated reporter training, collaborating to bring forth evidence-based Nurse Family partnership with the Health Department, and work on providing more grass root supports for the community by those in the community.

Key Objectives:

Support policies that expand funding for child abuse prevention services to meet collaborative next-steps outlined through the work with APHSA. For children and youth who enter foster care, locate kin to be trained and supported as caregivers along with recruiting and preserving Community Resource Families (formally known as foster families). Support policies to improve the integration of data among youth

serving agencies, including child welfare, public assistance, behavioral health, physical health, education, and public safety. Support funding to assist with housing for children, families and emancipating foster youth. Support funding for social work workforce development and education programs. Support funding to sustain and expand primary prevention efforts such as the Nurse Family Partnership and relative support programs. Support the gathering of community through Child and Family Teams as best practice to get the individual needs of the family met. Support funding and programs for parenting education, domestic violence prevention, and childcare training for family, friends and neighbors who provide unlicensed care. Support resources to expand life skill training for pre-teens and teens. Support staff and community coaching around the Child Welfare Core Practice Model to best serve those who are in need of services. Support funding for the recruitment foster parents for probation foster youth and children-family teams.

SUSTAIN AND STRENGTHEN SAFETY NET & EMPLOYMENT SUPPORT RESOURCES

★ **COVID-19 PRIORITY – PUBLIC ASSISTANCE FOR BASIC NEEDS:** *Safety net services are a critical element of community well-being that help struggling households survive and thrive. See specific COVID-19 related public assistance priorities on pages 9-10.*

Safety net services are a critical element of community well-being that help struggling families and individuals~~households~~ survive and thrive. According to the 2016 American Community Survey 16% of all Monterey County residents have incomes below the federal poverty level (FPL) and 24% of children live in poverty. When the high cost of living in Monterey County is taken into consideration – the effective poverty rate climbs. The FPL represents a bare minimum threshold. A better standard is the self-sufficiency standard budget which considers average costs for various household budget items (housing, food, childcare, etc.). Using this standard, 59% of households with children in Monterey County have annual incomes below the self-sufficiency standard.

Key Objectives:

Support funding for basic assistance to individuals~~households~~ who work in lower wage jobs, are underemployed or are unemployed through CalFresh and the Supplemental Nutrition Assistance Program (SNAP), CalWORKs Employment and Training Services, the Women, Infants, and Children (WIC) program, child care programs, Community Action programs and the CalWORKs/Temporary Assistance to Needy Family (TANF) programs. Support efforts that ensure a living wage for all Monterey County residents. Support funding for programs that help prevent homelessness and rapidly secure housing (HUD Homeless Assistance, CalWORKs Housing Support). Support improvements to the TANF program to modify work participation requirements to better match individual family needs and local economic circumstances, the need for wrap around services for families struggling through crises, and to recognize additional costs to communities as a result of ongoing funding stagnation and high unemployment caused by job loss due to the COVID-19 pandemic. Support expansion of wage subsidy programs for households served by both CalFresh/SNAP and CalWORKs/TANF, and CalWORKs Employment Training Services – these programs have proven to be effective local resources for promoting self-sufficiency and establishing a positive work history.

ASSURE SAFE & LEGAL SHELTER FOR ALL

Through a 2018 community engagement process sponsored by the Board of Supervisors – which was conducted through phone, online and community forums – community members identified affordable

housing, displacement prevention, and services for homeless individuals and families as some of their top priorities.

California's poverty and homeless rates remain among the highest in the nation, affecting all Californians including children, adults, veterans, seniors, and families. The deepening homelessness crisis not only takes a toll on those who live without adequate~~appropriate~~ shelter or~~and~~ housing, ~~as well as~~but it also diminishes the community as a whole.

The Governor and Administration have invested and proposed additional significant resources to address homelessness and homelessness prevention, including resources for local governments to house the homeless population during the COVID-19 pandemic. The Governor's Council of Regional Homeless Advisors created a Comprehensive Crisis Response Strategy that outlines proposed next steps to further California's homeless related public policy goals aimed at: dramatically reducing street homelessness; breaking down barriers to accessing mental health and substance abuse services; reducing the cost and increasing the supply of housing options; and preventing people from becoming homeless. In addition to focusing on implementing and funding these next steps, as a result of the COVID-19 pandemic ~~T~~the Governor ~~has proposed an investment of $750 million in state funds to help housing and service providers bring more affordable housing units to fruition, provide rent and operating subsides, and support board and care facilities.~~ And Legislature created Project Roomkey. The goal of this program is to provide non-congregate shelter options for people experiencing homelessness, to protect human life, and minimize strain on the health care system.

The 2019 Monterey County Homeless Point-In-Time Census and Survey identified 2,422 homeless individuals, 76% of which were unsheltered. According to the California Department of Education, 9.6% of K-12 students met the broader definition of homeless used by education. This staggering figure is matched by data from the American Community Survey which states that 39.8% of children live in crowded housing. The McKinney-Vento Act, which provides states with funding for the education of homeless students, defines homeless children and youth as those who lack a fixed, regular, and adequate nighttime residence. Under this definition, Monterey County's student homeless population is approximately 9,900. Rapid response to the unsheltered homeless and public encampments is necessary, as are midterm strategies such as establishing low-barrier transitional housing and bridge communities. The long-term goal is to provide safe, healthy, accessible, affordable housing for all.

Key Objectives:

Support the fair and equitable calculation and distribution of State and Federal funds to counties to provide services to all homeless populations. Support the proposed goals of the Governor's Council of Regional Homeless Advisors aimed at: reducing homelessness; increasing access to mental health and substance abuse services; reducing the cost and increasing the supply of housing options; and homeless prevention. Support resources for local government to house the at-risk homeless population during the COVID-19 pandemic. Support efforts to provide on-going funding to support services and operations that would utilize the new facility and maintain high quality services that assist homeless individuals and families navigate the continuum of care. Strengthen "by right" permitting or CEQA streamlining for safe parking programs. Support efforts that address the homelessness issue in all California communities, ensuring that counties, as the social services providers, are at the forefront of all solutions addressing homelessness. Support efforts to expand housing subsidies to prevent loss of housing and provide long-term assistance to sustain housing. Support efforts that encourage and facilitate the production of housing that is attainable to households at or below 30% of average median income. Support innovative approaches to increase affordable housing availability (e.g., rent control, facilitating construction of accessory dwelling units). Support additional resources for local shelter, transitional, and permanent supportive housing programs. Support efforts to prevent homelessness and to assist the current homeless population with coordinated services, health services, health access, and other health supports. Support an increase in student homeless funding under the McKinney-Vento Act.

STRENGTHEN RESOURCES FOR SENIORS AND PEOPLE LIVING WITH DISABILITY

Long-term services and supports help all individuals~~ challenged by age, illness, and disability to~~ live successfully while maintaining dignity and independence in their homes and communities~~ through end of life care~~. Years of funding erosion has taken a toll on service capacity and strains the ability of local agencies to provide financial~~fiscal~~, health and social supports to older adults~~seniors~~, people with disabilities, and caregivers. It is increasingly difficult for the ~~A~~aging and ~~D~~disability ~~S~~services ~~N~~network to maintain existing safety net services. Reports to Adult Protective Services continue to increase, and ~~D~~demand for services is rising as families struggle to support and care for older relatives. The number of older adults who struggle to make ends meet, face food insecurities, and homelessness continues to ~~is~~ increase~~ing~~. Out of pocket medical expenses, lack of sufficient assets, dramatically rising housing costs ~~forcing an increasing number of older adults into homelessness,~~ and fixed budgets are major causes of economic insecurity. Without additional resources to address these growing needs, local communities are unprepared to adequately respond to the needs of this growing population. The population of people who are 60 years old or older is growing – 16% of County population in 2014 and projected ~~at~~to be 24% by 2030. The Federal Poverty Level (FPL) for these seniors is 8.2% (2015).~~,~~ ~~h~~However the Elder Economic Security Standard Index (Elder Index) which accounts for cost of living~~ differences and~~ more accurately estimates the County's senior poverty rate at 27.6% (2011) - ~~,~~ three times the number captured by the FPL.

Key Objectives:

Support funding for programs and services ~~which improve~~that promote the~~ living conditions~~ ability of older adults and people with disabilities to live~~ successfully,~~ safely and with dignity~~ and independence, and safety at home,~~ in an environment of their choice where they can eat well, stay healthy, and avoid unnecessary and costly institutional~~ long term~~ care. Key legislation supporting these efforts~~ (e.g.,~~ are the Elder Justice Act, Older Americans Act, and the Older Californians Act. Such legislation provides funding for food programs, legal services, caregiver and family supports, and ombudsman initiatives. County programs requiring additional support include Adult Protective Services, In-Home Supportive Services (IHSS), Public Authority, SSI Advocacy, and the newly formed Aging and Disability Resources Connection (ADRC). The ADRC model is one that combines the efforts of the aging and disability networks to create a streamlined, "no wrong door" approach to the provision of person-centered resources. ~~and housing support programs for seniors and people living with disability, and transportation programs).~~

Support funding~~ for coordinating efforts to support clients, families and caregivers,~~ to minimize health care costs at end of life, ~~and options for~~avoid spending ~~one's last months~~end of life in~~ a non-hospital~~ institutional settings and~~. Support efforts to~~ create livable communities for all ages. Support ~~efforts~~funding to ensure an adequate number of social workers are available to meet the needs of the growing number of older adulds and people with disabilities in our community.~~ provide sustaining wages to IHSS workers while maximizing state funding contributions to the program.~~ Support initiatives developed for the Master Plan on Aging (December 2020). Support efforts to enable all County agencies, services, and facilities to offer access and options tailored to the needs of this growing County demographic.

HONOR OUR VETERANS

Monterey County is home to more than 17~~8~~,000 veterans and an estimated 25,000 spouses and dependents whom the Monterey County Military & Veterans Affairs Office (MVAO) is in place to assist in obtaining a variety of state and federal benefits. MVAO provides free-of-charge assistance in filing claims

with the U.S. Department of Veterans Affairs (VA) for the benefits they have earned by their service in defense of our nation, and information and referral to other federal, state and local programs. Currently only 35~~27~~% of Monterey County veterans are accessing VA Compensation and Pension Benefits.

Veterans and members of the military have made tremendous sacrifices, and some have paid the ultimate sacrifice for the protection of our country and the well-being of people facing tragedy and injustice around the world. Expanded local resources are needed for veterans and their families to assist in successful reintegration into civilian life (e.g., family reintegration, employment, housing, education, child care, and services to address a multitude of disabilities including post-traumatic stress and traumatic brain injury).

To this end, the County supports improved access to U.S. Department of Veterans Affairs (VA) benefits and service expansion (e.g., dental); the Veterans Drop-In Center (VetCenter); Major General Gouley VA-DoD Outpatient Clinic; Veterans Stand Down events and other outreach efforts; expansion of Veterans' Treatment Courts and Veterans' Justice Outreach programs. The County also supports increased funding for County Veterans Service Officers (CVSOs) and increased access for CVSOs to VA Veteran Benefits Management Systems (VBMS), which will aid in developing and monitoring various claims and appeals submitted on behalf of veterans, surviving spouses and eligible dependents resulting in better, timelier services to claimants.

The County supports efforts to obtain increased County Subvention Program funding from the California Department of Veterans Affairs (CalVet). This program funds a group of programs mandated by the Legislature to reimburse counties for a portion of the costs of "presenting and pursuing any claim the veteran may have against the VA and in establishing the veteran's right to any privilege, preference, care, or compensation provided for by the laws of the United States or of this state" (Military & Veterans Code 971).

The County supports efforts to establish a Veterans Memorial Building to serve as an anchor and testament of gratitude to the Veterans of Monterey County. The building would serve as a central meeting place for veteran organizations (e.g., Veterans for Foreign Wars, American Legion, The Retired Enlisted Association, Military Officers Association of America, etc.). Additionally, the building could house the County's Military and Veterans Affairs Office. The County supports efforts to obtain continued state funding to maintain the Central Coast Veterans Cemetery at the former Fort Ord and continued further development with regard to~~establish~~ in~~-~~ground burial; and to establish a State Veterans Home in Monterey County.

Key Objectives:

Support efforts to improve and expand veterans' access to U.S. Department of Veterans Affairs (VA) and California Department of Veterans Affairs (CalVet) benefits. Support local assistance outreach efforts to discharging military members, reservist and National Guard members, veterans, surviving spouses and eligible dependents. Support increased subvention funding from CalVet. Support the growth and sustainability of the Central Coast Veterans Cemetery at the former Fort Ord. Support efforts to establish and maintain a Veterans Memorial Building. Support efforts to establish a CalVet Veterans Home, independent living, intermediate nursing care, memory care, residential care or skilled nursing care facilities. Support efforts to strengthen and expand the missions of military institutions in Monterey County (i.e., Monterey Bay Defense Alliance), and oppose Base Realignment and Closure (BRAC) or other proposals which aim to close or reduce programs or missions and have negative impacts on the County.

INFRASTRUCTURE

Meeting our Facilities, Water, Technology and Transportation Needs

LEGISLATIVE PRINCIPLES – INFRASTRUCTURE

General

Support efforts to identify and secure funds for local transportation, water, energy, technology, government facility, housing, and community infrastructure projects, in particular where such improvements contribute to clean energy and green building. Support funding efforts to repair, upgrade or modernize transportation, wastewater collection and disposal systems, and other infrastructure projects or systems, particularly in areas where the associated infrastructure is aging and there is insufficient financial capacity to fund necessary improvements.

Environmental Review

Support efforts to reform environmental processes such as the California Environmental Quality Act (CEQA) to retain environmental protections while reforming the legal process to reduce abuses. Support efforts to align state and federal requirements, and to obtain, streamline and coordinate state and federal permit processes for public infrastructure and safety projects.

Water Resources

Support efforts to fund, manage and protect the County's water rights, water quality, water supply, groundwater sustainability, storm water, flood protection, and mediate the effects of climate change (e.g., drought, sea level rise).

Energy

Monitor the potential Federal lease of lands for oil and gas exploration and the potential effects of these activities on water quality and dam safety. Support efforts to ensure appropriate oversight and funding for State regulation and monitoring of energy extraction activities (e.g., hydraulic fracturing). Support efforts to allow the County to manage an adequate renewable energy program (e.g., fees on oil, commercial solar).

Land Preservation

Support efforts to protect and preserve the federal, state, county, and regional parks within Monterey County, including the promotion of park designations and the preservation of resources of historical or cultural significance. Support efforts to manage County open space lands (e.g., Fort Ord, Odello East, Hatton Canyon, Jack's Peak) including partnerships with or transfers to Monterey Peninsula Regional Parks District, the Bureau of Land Management (BLM), or other public land management agencies. Maintain and protect rural resources, coastal areas, ~~and~~ biodiversity, park facilities and recreation features.

LEGISLATIVE PRIORITIES – INFRASTRUCTURE

RESILIENT AND SUSTAINABLE COMMUNITIES

Monterey County is experiencing the negative consequences of climate change with increasing regularity; catastrophic wildfire and flooding, prolonged drought, and sea level rise are the new normal. Monterey County is planning for long term resiliency and sustainability of County infrastructure to support our communities, the economy, natural resources, clean air quality, and transportation options. The County supports the development of renewable energy generation and energy efficiency efforts to reduce greenhouse gas emissions, mitigate the impacts of climate change, and increase energy security throughout the region. The County supports policies and programs that increase clean commute opportunities and vehicle trip reduction that increase walking and biking mobility and safety for all users, promote traffic calming, promote mass transit, and improve regional transportation demand management. The County supports the development and expansion of electric vehicle deployment and charging infrastructure, vehicle to grid technology, and stationary battery storage. The County is working on several complete street and active transportation projects that provide access for all users regardless of age, ability, or transportation mode through development of bicycle infrastructure, pedestrian amenities, and public transit systems and facilities. The County supports actions that prioritize the preservation and restoration of our climate and natural environment to help ensure the long-term health, social well-being, and economic vitality of the communities we serve while improving the quality of life for all.

Key objectives:

Support efforts that advance policies to reverse and plan for the impacts of climate change while building resilient and sustainable communities (e.g., energy, water, and resource efficiency; clean energy; pollution control and toxics reduction; and climate protection). Support efforts to increase California's waste management infrastructure, ensure the County's ability to comply with recycling and waste management goals, and support the development of domestic market solutions. Support efforts by the County's Sustainability Program~~outlined in the Go Green! Monterey County Work Plan~~ to promote resources conservation, climate adaptation, and pollution reduction including but not limited to evaluating energy alternatives (e.g., solar) for County facilities. Support housing, transportation, land-use, and community development policies and projects that create diverse neighborhoods, promote healthy and greener lifestyles, develop green jobs, and protect local and global ecosystems. Support efforts to protect, conserve, and maintain healthy coastal and ocean ecosystems and the thriving economy it supports in the County. Support efforts to act as stewards and provide sustainable management of the County's ocean and coastal resources in the areas of: sustainable fisheries and aquaculture; sea-level rise adaptation and coastal resilience; coastal sediment management; marine pollution; and marine renewable energy. Support policies that bring environmental justice to all, and keep our citizens safe from the physical, economic, and the health effects of environmental degradation, while creating pathways to economic prosperity and strong local economies. Support redundancy and resiliency in County facilities and enable facilities to act as community hubs in a disaster, emergency, or utility disruption.

TRANSPORTATION

The transportation infrastructure is the backbone of all economic activity and is in vital need of funding for capital, maintenance, safety, and operations of local roads, bridges, pedestrian/bike facilities, transit, and rail. Transportation systems should meet industry and societal needs, provide users choices, be integrated with planned land use, be compatible with the environment by considering air quality, noise pollution, aesthetics, ecological factors, cost benefit analyses, and energy consumption measures.

Monterey County owns and operates a significant portion of the local transportation infrastructure and supports funding to local governments for system preservation, capacity improvement, and safety needs - using regional partnerships and collaborations on system planning and investment. The County's

transportation infrastructure has many needs including pavement maintenance, adequate facilities for pedestrian/bike travel, transit, and rail services, and for improvements such as shoulder additions, adding vehicle lanes to roadways, repair/replacement of aging bridges, and other safety improvements.

Maintenance Improvements: The County maintains 1,200+ road miles and 175 bridges. Even with the addition of Measure X and SB 1, additional funding is needed to provide an acceptable maintenance program. Deferred road maintenance results in rapid deterioration and compromise of roadway structural integrity and exponentially increases repair costs. The current maintenance backlog is over $750 million for roads, $300 million for bridges, and $500 million in road appurtenances and growing.

Capacity Improvements: Traffic congestion and inadequate roadway capacity can negatively impact the local economy through impacts to tourism, agricultural product delivery to market, and increased unproductive travel time. Efforts to increase capacity and/or movement should be supported (e.g., State Route 156, Blackie Road extension, Davis Road widening and bridge, ~~t~~or public transportation options) to increase road safety and capacity to accommodate user needs.

Safety Improvements: Roadway safety is a top priority, and improvement efforts should be evaluated for the overall benefits provided. Recently the County was part of a public-private partnership to construct a roundabout at Holman Highway. Roundabouts have certain advantages over signalized intersections, such as safety, air quality and reduced maintenance costs of signals. The County has developed a multi-year program/cycle to maintain roadway striping and signage. In addition, the County is working with fire fuel reduction programs to help manage/reduce vegetation along roadways. Current statute states posted speed can only be enforced by radar if established by a speed survey. Recognizing that speeds are a contributing factor to the severity of collisions, the County supports legislation to reduce fatalities by modifying the Engineering & Traffic Survey (E&TS) study process that focuses on traffic safety for all modes of transportation, with attention to enforcement of speed limits.

Rail Expansion: Expansion of rail service to Monterey County provides many benefits, including: improved access and connections for local, regional, and interregional travel; decreased highway congestion; enhanced goods movement; and environmentally sound transportation serving a variety of travel markets and transportation needs. Rail expansion also promotes mixed-use, transit-oriented development, affordable housing, livable and walkable communities, and economic growth around rail stations.

Active Transportation & Safe Routes to Schools: Active Transportation and Safe Routes to Schools programs promote safe and convenient opportunities for physically active travel for daily trips to and from work and schools – and addresses health, physical activity, and traffic safety issues while tackling air pollution and climate change. Investment also focuses on infrastructure to increase the comfort of the on-road experience (e.g., for cycling) to improve the appeal of active modes to all people.

Key Objectives:

Support efforts to develop and fund the capital, maintenance, safety, capacity, and operation of County transportation infrastructure: local roads, bridges, pedestrian facilities, bike facilities and trails, transit (e.g., Marina-Salinas Multimodal Corridor), and expanded public transit and rail access (e.g., Salinas Rail Extension, Coast Daylight, and Monterey Branch Line projects). Support efforts to increase funding for Active Transportation and Safe Routes to School projects. Support efforts to streamline the regulatory process to repair and maintain public infrastructure, which reduces costs. Support proactive efforts to streamline permitting and reduce fees (e.g., take permits) for multiple pre-and post-storm maintenance activities, to allow for timely response while protecting the environment.

WATER RESOURCES SUSTAINABILITY

The Monterey County Water Resources Agency (WRA) manages, protects, stores, and conserves water resources in Monterey County for all beneficial uses, while minimizing damage from flooding to create a safe and sustainable water supply for present and future generations. WRA operates Nacimiento and San Antonio Reservoirs for flood management and water supply (groundwater recharge) purposes, and also leases land around the reservoirs to the County for park use that can benefit from sustained water levels. Additionally, WRA operates a distribution system that delivers roughly 23,000 acre-feet of river, well, and recycled water to approximately 12,000 acres of agricultural land in the northern Salinas Valley.

An estimated 95% of all water used in Monterey County is derived from groundwater wells. With nearly ~~210~~350,000 acres of land under cultivation in the Salinas Valley, agricultural pumping averages 495,000 acre-feet per year. Combined with urban and other uses, total water pumped in an average year from the Salinas Valley is about 520,000 acre-feet. Assuring that there are sufficient quantities of good quality groundwater is the most important aspect of managing water resources in Monterey County today. Major water resource management issues in the County include the preservation of water rights, protection of existing and the development of new surface and groundwater supplies for agricultural and municipal users (particularly disadvantaged communities), combating water quality issues (e.g., seawater intrusion, chromium, nitrate, and arsenic contamination), and enhancing flood protection and threatened and endangered species habitat especially along the Salinas, Carmel, and Pajaro Rivers.

The Monterey County Water Resources Agency, acting as the County's Flood Control Authority, works to ensure continued protection from flooding and to protect natural resources. The County supports efforts to increase funding for restoration projects, and the development of adaptive strategies to climate change and sea level rise. Regulatory complexities continue to hinder the effective and timely delivery of flood control projects. The multiple and redundant approval processes and long timeframes often delay delivery of projects, including environmental clearance and mitigation, design approval, right of way certification, and project financing. To this end, the County supports efforts to streamline regulatory burdens while advocating for funding support to adequate staffing at the local, state, and federal regulatory agencies.

Monterey County is also a member of the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) which was established in 2017 under California's Sustainable Groundwater Management Act. The SVGBSA is tasked with the ambitious goal of developing a comprehensive groundwater sustainability plan by 2020 and implementing the plan to achieve basin sustainability by 2040.

PRESERVE AND ENHANCE WATER SUPPLY

The sustainability of Monterey County's water resources depends on minimizing threats to supplies, ~~and~~ enhancing existing or developing new ~~resources~~resources and fostering a regional approach to water supply solutions. County residents and businesses rely upon multiple sources of water (groundwater, surface water, recycled water, and desalinated water), but are~~is~~ most dependent on groundwater. The County is completely dependent upon local water sources and derives no help or benefit from the State or Federal water projects. The main challenges which the County faces related to supply are contamination due to seawater intrusion or contaminants; environmental requirements from regulatory agencies/ environmentally challenging issues; development of additional supplies; and the preservation of County water rights. A top priority of the County is the preservation of a surface water permit the Monterey County Water Resources Agency holds on the Salinas River basin, Permit #11043, which would authorize the diversion of up to 135,000 acre-feet of water per year for projects intended to halt seawater intrusion into the groundwater basin, as well as provide flood control.

Integrated Regional Water Management (IRWM) is a collaborative effort to plan and implement water management solutions on a regional basis. The County participates in IRWM planning to take a regional approach to finding solutions that will improve water quality and supply reliability to support and meet

the community's public health, agricultural, industrial and environmental water goals and needs. Regional water solutions are an efficient model for water supply and management planning. Continued regional water efforts will assist the County in providing a path forward to address many of the water challenges facing our communities.

The Monterey County Health Department Environmental Health Bureau regulates 1,296 water systems with 2-199 connections through inspection, monitoring and consultation. Drinking water contamination is a widespread problem, as is adequate source capacity for many residents especially in disadvantaged communities. Primary drinking water standards for nitrates, arsenic, or fluoride in 235 of these systems exceeds primary drinking water standards and requires the use of bottled water as an interim emergency measure.

Resolving a contaminated water system is costly and residents and communities often lack the economic means to do so. Typical solutions include consolidation with a water system that meets standards, drilling a new well, or installing treatment. Consolidation is preferred, but many systems are not adjacent to other water systems with adequate supply, capacity, quality, or willingness to consolidate - or the cost of the necessary infrastructure is a barrier. A solution could be to drill a new well, but sufficient groundwater may not be available or may be contaminated. Treatment is an option, but treatment maintenance is costly and time consuming and generates waste products that may present challenges for proper disposal.

Despite the history of proactive water policies at the state level, Monterey County residents still face formidable water challenges. Disadvantaged communities disproportionately bear the health and financial impacts of contaminated water or inadequate access to safe water.

Human Right to Water: In ~~late~~ 2018, Monterey County became the first county in the nation to recognize the human right to safe and clean drinking water. The County adopted a resolution that requires County departments to consider this right when implementing policies and regulations pertinent to the uses of water for human consumption, cooking and sanitary purposes.

Potential Projects to Preserve and Enhance Water Supply

- ***Interlake Tunnel:*** A tunnel to connect existing facilities at San Antonio and Nacimiento Reservoirs to increase water storage capacity and achieve environmental and water conservation release efficiencies. The project needs additional funding ~~for fish screens to prevent the movement of invasive fish species. The project~~ and may require legislative or regulatory actions for completion.
- ***San Antonio and Nacimiento Dam/Spillway Rehabilitation/Replacement:*** The Department of Water Resources, Division of Safety of Dams (DSOD), has inspected the San Antonio and Nacimiento dams/spillways. The Oroville Dam spillway failure caused increased scrutiny by DSOD on regulated facilities~~spillway chutes~~ and will likely result in major rehabilitation or replacement of appurtenances~~facilities~~ at San Antonio and Nacimiento.
- ***Salinas Valley Water Project, Phase II:*** This project would use the water allocated by Permit #11043. The project configuration is under development, but it could consist of two distinct pipelines pinpointing water deliveries to specific areas of the Salinas Valley to augment water supplies and combat seawater intrusion.
- ***Expansion of Existing Recycled Water Project:*** This project builds upon the success of existing recycled water usage near the coast in the Salinas Valley by expanding infrastructure to additional acreage.
- ***Destruction of Abandoned Wells:*** With the implementation of a recycled water source, wells that are in seawater intruded areas need to be destroyed so the well casings do not become conduits for seawater to move from upper to lower aquifers.

- ***Monterey Peninsula Water Supply Project:*** A project to construct a desalination plant to provide water to the Monterey Peninsula. Sizing of the desalination plant will be determined by the implementation of the Pure Water Monterey (PWM) project.

- ***Safety and Security of Water Supply Facilities:*** Projects to ensure adequate security for key dam facilities and structures against credible threats and appropriate protective measures including surveillance, site access restriction and failure warning systems.

- ~~***Pure Water Monterey (PWM) Project:*** The PWM project would create a reliable source of water supply for northern Monterey County. The project would provide purified water for recharge of the Seaside Groundwater Basin, and recycled water to augment the existing Castroville Seawater Intrusion Project's (CSIP) agricultural irrigation supply.~~

Key Objectives:

Support efforts to provide adequate funds for efforts aimed at agricultural water supply/sustainability, safe drinking water for all County residents, especially those in disadvantaged communities, local regulation and support for~~of~~ large and small drinking water systems and domestic wells – especially those that do not meet drinking water standards, and sufficient funding for the California Drinking Water Program. Support efforts to secure legislative, funding and regulatory approvals to advance Monterey County water supply projects, and to protect and preserve Permit #11043 water rights.

PROTECT WATER RESOURCES AND THE ENVIRONMENT

The sustainability of the County's water resources depends on protection from natural disasters and environmental hazards and threats. Monterey County has three major river systems, the Salinas, Carmel and Pajaro that are prone to flooding. In 1995, all three river systems flooded causing over 11,000 evacuations, damaging 1,500 homes and 150 businesses, and creating millions of dollars in economic damage throughout the region both in terms of agricultural production and impact to tourism. Each river has unique characteristics that make flood management complicated, especially with the need to protect species listed as threatened or endangered. On the flip side, California recently experienced a historic drought, which threatened the security of local water supplies, highlighting the need for the development of drought contingency plans and additional water sources. In the area of stormwater, the County must comply with state and federal stormwater regulations which require monitoring and abatement of stormwater entering the Monterey and Carmel Bays, which have been designated as Areas of Special Biological Significance (ASBS).

Challenges associated with protecting water resources and the environment often relate to the unpredictability and severity of uncontrollable events such as droughts or floods. Another major challenge is the lack of funding available, both locally and at the State, for appropriate resource planning and management. Currently, State funding for water related projects is tied to compliance with various State programs. To enhance funding opportunities, the County is participating in the California Statewide Groundwater Elevation Monitoring (CASGEM) program.

Potential Projects to Protect Water Resources and the Environment

- ***Salinas River Management Program and Habitat Conservation Plan (HCP):*** This program provides a more holistic approach to river management which incorporates watershed management principles, water delivery scenarios, and maintenance of the water course, providing increased flood and habitat protection.

- ***Salinas River Stream Maintenance Program, Phase II***: This project is an expansion of the highly successful Phase I demonstration project developed by The Nature Conservancy, to provide overdue maintenance on the remaining sections of the Salinas River channel.

- ***Salinas River Lagoon and Old Salinas River:*** Project to reduce flooding, enhance steelhead migration and promote environmental and habitat protection.

- ***Lower Carmel River & Lagoon:*** Multiple projects which aim to protect infrastructure, reduce flooding, and promote environmental and habitat protection.
    - Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project
    - Scenic Road Protection Structure Project / Carmel Lagoon Ecosystem Protective Barrier
    - County Service Area 50 (CSA-50-1) Flood and Drainage Improvement Projects

- ***Pajaro River Flood Risk Management Project:*** Structural improvements to the lower Pajaro River, Salsipuedes and Corralitos Creeks to reduce flood risk in Watsonville and Pajaro - developed by the U.S. Army, Corps of Engineers in partnership with Monterey and Santa Cruz Counties.

- ***Aquatic Invasive Species: Quagga and Zebra Mussel Prevention Program:*** Vessel inspection and education program aimed at preventing an infestation of Lake Nacimiento and Lake San Antonio from aquatic invasive species (e.g., Quagga or Zebra mussels). Funding for the development and ongoing operation of a statewide vessel tracking database is important in this infestation prevention effort.

Key Objectives:

Support legislative and funding efforts and necessary regulatory approvals to advance Monterey County projects that protect water resources and the environment. Support efforts to provide for appropriate planning efforts (e.g., Salinas River Management Program HCP, Groundwater Sustainability). Support regional wastewater collection and recycling efforts; and the disposition of County sanitation districts to public utility purveyors.

PUBLIC SAFETY

Creating Safe Communities

LEGISLATIVE PRINCIPLES – PUBLIC SAFETY

General

Support efforts to protect life and property through the delivery of emergency response, law enforcement, custody, and rehabilitation services that provide a high level of safety to residents and visitors. Support funding for programs that assist the County with efforts aimed at reducing crime, enhancing public safety through community partnerships and multi-jurisdictional efforts, providing alternatives to incarceration, ~~and~~ increasing access to justice by providing the community with adequate and accessible facilities (e.g., proposed Greenfield Courthouse), and to provide court security services. Support justice policy reforms that advance racially equitable public safety. Support efforts to fund public safety facilities, equipment, training and programs. Support funding for programs that assist the County with broad based Emergency Management (response, mitigation, prevention and recovery), emergency, disaster, and homeland security preparedness, ~~response and recovery,~~ including efforts at achieving communications interoperability. Support collaborative efforts to maintain and increase public safety, prevent and reduce the frequency, severity, and impact of fire and other natural or man caused disasters.

Violence Prevention

Support collaborative efforts to maintain and increase public safety, prevent and reduce the frequency, severity, and impact of criminal behavior on the community, and the long-term effects of violence, especially youth violence, and trauma. Support federal gun control actions to prevent death and injury. Support evidence-based approaches and services for the rehabilitation and community re-entry of juvenile and adult offenders, and strategies to deter criminal behavior and promote law-abiding lifestyle choices, and a healthy family environment. Support efforts to recognize and protect victim's rights and the restoration of justice (e.g., work of the Restorative Justice Commission) while promoting healing. Support efforts to fund County and collaborative efforts aimed at preventing and reducing violence (e.g., gang violence, domestic violence) and other law offenders (e.g., human exploitation/trafficking), recognizing a public health approach to the prevention of violence and in support of the strategies outlined in the *Building Safe & Thriving Communities Action Plan (2015).*

LEGISLATIVE PRIORITIES – PUBLIC SAFETY

EMERGENCY PREPAREDNESS, RESPONSE AND RECOVERY

Monterey County is vulnerable to a wide range of natural and manmade hazards that threaten the life and safety of residents and visitors~~,~~ and has the potential to damage or destroy both public and private property and disrupt the local economy and overall quality of life. Monterey County has experienced several major disaster events, and is concerned that the Federal Emergency Management Agency (FEMA) may reduce disaster related reimbursement funding and/or change the manner in which disaster events quality for reimbursement.

Additionally, the COVID-19 pandemic and projections for more frequent and severe extreme weather events demonstrate the need to ensure the County is prepared and has a coordinated system in place to respond to disasters while maintaining continuity of operations. Regional planning must take place to develop technology and communication systems that are functional in a mutual aid response situation. Funding is needed to support needed technologies for operation continuity such as alternate 9-1-1 dispatch centers, next generation 9-1-1, and enhancement of existing communications and information management systems by leveraging cloud-based technology.

Enhancing communication with respect to public safety is paramount to assisting in emergencies. This includes radio communication, Computer Aided Dispatch (CAD), interoperability with neighboring agencies, and the coordination of various data points that are used to manage the Internet of Things (IoT). Next Generation 9-1-1 (NG911) technology is currently being implemented throughout the state. This process will take time and there may be additional funding and support required as technology changes along with public demands and expectations. One milestone of NG911 that will be accomplished effective January 1, 2021 is all 9-1-1 Centers in California will accept text to 9-1-1. Monterey County began accepting text to 9-1-1 in 2017.

The COVID19 pandemic has identified new needs to increase social distancing between staff in the Emergency Communications Center. Also, it has become necessary to consider web-based emergency communications systems that can be accessed remotely to ensure continuity of emergency coordination from the 9-1-1 center.

Additionally, as the threat of wildfires has increased so has the County's need arisen to focus on fire fuel management measures and the ability to respond to Community Power Resiliency (formerly Public Safety Power Shut-off (PSPS)) events – which have significant impacts on our community and local economy, often leaving large segments of the population without power for days at a time.

Key Objectives:

Support efforts that assist the County with disaster prevention, preparedness, response, mitigation, and recovery; medical and health disaster planning; coordination, response and mitigation including infrastructure and emergency response personnel, homeland security needs, and communications service expansion and interoperability. Support efforts to fund FEMA and oppose changes that would reduce or make it more difficult for counties to qualify for FEMA reimbursements. Support efforts to provide financial assistance to local governments and private property owners to efficiently repair homes, businesses, infrastructure and the natural environment after disaster events. Advocate for additional funding for emergency operations planning, exercises to validate the planning process, trainings, and equipment; seek funding for emergency planning specifically addressing the safety of seniors and those with disabilities; and increase access to funding for local jurisdictions for disaster-related damages. Support efforts to fund wildfire prevention efforts (e.g., fuel management) and to provide adequate resources to local governments and communication to sensitive populations to mitigate the impacts of investor owned utilities power shut off events.

Support funding for expanded dispatch and web-based communication systems to allow the Emergency Communications Department to operate from multiple locations in case of disaster, pandemic, or other unforeseen circumstances.

FIRE INSURANCE

An estimated 10 million Californians live in wildland-urban interface areas, leaving them especially vulnerable to the spread of wildfire. It's estimated that over 11,000 residences in Monterey County are in high or extreme fire risk zones.

California has encountered unprecedented wildfire activity over the past decade. The last major fire in Monterey County was the 2016 Soberanes Fire which over 82 days burned 57 homes, 11 outbuildings, and consumed 132,000 acres along the Big Sur coast.

As a result of the record claims paid out in recent years, insurers that operate in the state have been reevaluating their exposure in fire hazard areas. Insurance rates have been raised dramatically in certain areas and insurers are increasingly declining to write new policies and refusing to renew insurance even for longtime customers.

In August 2019, the California Insurance Commissioner released data showing that from 2015 to 2018, insurance companies dropped more than 340,000 customers across the state. Monterey County residents account for approximately 6,000 of the total. The inability to obtain insurance can create a domino effect for the local economy, affecting home sales and property taxes.

In December 2019, the California Insurance Commissioner issued a mandatory 1-year moratorium on insurance companies non-renewing policyholders within certain zip codes, however the moratorium did not include any zip codes in Monterey County.

Key Objectives:

Support efforts that provide incentives to insurance companies and reasonable and timely solutions for homeowners, renters and businesses to keep insurers writing policies in high wildfire risk areas. Support efforts that help homeowners, renters and businesses with home hardening and creation of defensible space. Support efforts to have the insurance industry reevaluate fire risk models.

COUNTY CONTROL OF EMERGENCY MEDICAL SERVICES

In 1980, the EMS Act empowered counties to establish local EMS agencies (LEMSAs) to develop and implement EMS systems. LEMSAs oversee and coordinate a systems approach to the delivery of EMS services by both public and private providers, hospitals, and tertiary resources. Any attempts to limit the authority or move control of local EMS systems from the counties would cause significant disruption to the coordinated care that is provided in EMS systems.

Key Objectives:

Support efforts to maintain the authority and governing role of counties and their local emergency medical services agencies to plan, implement, and evaluate all aspects and components of the emergency medical services system. Support efforts to maintain the administration and medical control of emergency medical services, pre-hospital emergency medical care, and ambulance services at the county level.

VIOLENCE PREVENTION AND REDUCTION

Through a 2018 community engagement process sponsored by the Board of Supervisors – which was conducted through phone, online and community forums – community members identified crime and violence prevention and reduction as some of their top priorities.

Monterey County recognizes the devastating societal impacts of gang violence – not only on the victims of gang-related crimes, but also the lives of gang members and their families and has identified gang violence prevention and reduction as a top priority. The County is committed to working with law enforcement, allied agencies, municipalities, and community-based organizations to prevent and reduce violence, especially gang violence, and promote healthy and safe communities.

County Violence Prevention and Reduction Initiatives: Monterey County has a full array of County-led initiatives designed to prevent and reduce gang violence utilizing a public health approach to address its underlying causes – including prevention, intervention, enforcement, and reentry initiatives (e.g., Building Safe and Thriving Communities Action Plan; Silver Star Resource Center; Striving to Reduce Youth Violence Everywhere (STRYVE); and Truancy Abatement). Monterey County hosts an annual Youth Violence Prevention and Intervention Conference (My Life Story) geared towards youth-serving organizations and hosts youth, adult and parent panelists who share of their lived experience as a result of being impacted by gangs, violence and system involvement. Each of these areas would benefit greatly from additional federal and state support.

County Collaborative Efforts: The County is also involved in other countywide collaborative efforts such as the Community Alliance for Safety and Peace (CASP) in Salinas, Four Cities for Peace (4C4P) in South Monterey County, Seaside Youth Violence Prevention Task Force, Building Healthy Communities in East Salinas, the North Monterey County Community Alliance in Castroville, Impact Monterey County, Moms Demand Action Be SMART Monterey County Chapter, and the California Cities Violence Prevention Network.

Federal Assistance for Public Safety: Monterey County's federal advocacy program related to violence prevention is focused on supporting U.S. Department of Justice (DOJ) programs that provide critical support to county courts and corrections, juvenile justice, and law enforcement agencies. These programs include, but are not limited to, the Byrne/Justice Assistance Grant Program, which helps counties across nation test emerging and evidence-based approaches to the public safety challenges facing their jurisdictions, and the State Criminal Alien Assistance Program (SCAAP), which reimburses counties for costs associated with the incarceration of undocumented immigrants. These DOJ programs provide critical support to the County's efforts to safely lower jail populations, fight recidivism and combat drug trafficking while providing treatment and alternatives to incarceration.

Gun Violence: Monterey County residents are adversely impacted by gun violence that results in an average of fifty deaths every year, half of whom are youth homicide victims aged 10-24 years old, and over a hundred life threatening gunshot injuries that require trauma-level hospital care. The County is committed to supporting efforts to close gaps in the current patchwork of regulation, including those gaps that enable felons, people convicted of domestic violence, children, those found to be a danger to themselves or others, and other prohibited persons to access firearms and ammunition, and those that allow the trafficking of illegal guns.

Key Objectives:

Support federal and state efforts to fund violence prevention and reduction efforts and local law enforcement programs designed to reduce violence, especially gang violence; support a public health approach for violence prevention and community-wide collaborative efforts, including school-based violence prevention efforts; support continued participation in the California Cities Violence Prevention Network. Support efforts that increase supports for community promotion of peace and equity. Support efforts that promote community programs that prevent childhood trauma and intergenerational violence, such as parenting education programs. Support efforts to enhance data-sharing between County departments and local jurisdictions. Support federal efforts to adopt stricter controls governing the sale, transfer, possession, manufacturing, and distribution of all firearms, dangerous weapons, and ammunition; support repeal of the Dickey Amendment, which prevents public health research into the causes and consequences of gun violence by the Centers for Disease Control and Prevention.

DOMESTIC VIOLENCE PREVENTION

★ **COVID-19 PRIORITY – PROTECTING YOUTH AND FAMILIES:** *The pandemic has added major stressors to children and families, especially in communities where there is a higher incidence of the virus. Economic challenges, school closures, and social isolation further add to the problem and place additional stress on family units. – See specific COVID-19 related youth and family protection priorities on page 12.*

The effects of violence in the family environment, particularly on children as victims or witnesses, both short and long-term, are well documented by research. The existing efforts to provide services to children of parents on probation for domestic violence have been on-going for years through several County operated and supported programs. The Child Advocate Program (CAP) operated by the Probation Department is funded by a First 5 grant and serves children age 0 – 5 and their families. Mental health and emergency safe house shelter services to victims of domestic violence are coordinated by the District Attorney's Office Victim Witness Program in partnership with County Behavioral Health and community-based organizations. Due to the number of domestic violence cases, the need to identify and intervene as soon as possible, focus a wider age range, additional resources are required to manage and limit the negative impact of domestic violence on children, victims, and the community at large. An expansion of CAP, mental health services and support of emergency and transitional shelters would assist in addressing these unmet needs.

Key Objectives:

Support efforts aimed at reducing multi-generational violence, including in the family and home environment, mitigating the long-term effects of violence-induced trauma, and promoting efforts and services to stabilize families, increase their self-sufficiency, and provide a healthy environment for child development.

POST-SENTENCE RELIEF AND REINTEGRATION TO REDUCE RECIDIVISM

Monterey County provides attorney services to assist persons convicted of crimes with reintegration back into our community, including services to persons seeking to obtain post-conviction dismissals of their cases under Penal Code section 1203.4, charge and sentence reductions under Proposition 47, certificates of rehabilitation, and gubernatorial pardons. These services greatly expand the social and financial opportunities of people who may have received a criminal conviction and correspondingly decrease the probability they may reoffend. Due to the large volume of people seeking this assistance, the County would benefit greatly from additional federal and state support.

~~The California Money Bail Reform Act was signed into law in August 2018. This new law changes the current money bail system to a risk-based system. It would have become effective October 1, 2019, but there is a referendum pending and which delays implementation until after the 2020 election. The County is supportive of bail reform to address the current socio-economic inequities but requires state funding to implement the risk-analysis activities which are required if the new law goes into effect.~~

Key Objectives:

Support efforts to reduce reliance on incarceration without compromising public safety (e.g., bail reform efforts that address current socioeconomic inequities). Support efforts to reform the cash-bail system while ensuring~~e~~ that counties have the funding necessary for planning, pre-trial assessments and supervision. ~~should the Bail Reform Act become effective.~~

ACCESS TO JUSTICE

Increasing access to justice by providing the community with adequate and accessible court facilities is a priority for Monterey County. ~~The 2018-19 State Budget included funding for the top ten Judicial Branch Courthouse Construction Program projects and directed the Judicial Council to re-evaluate and re-rank all projects in the Construction Program. The Judicial Council's original project ranking list included the New South Monterey County Courthouse (Greenfield Courthouse) project, as number 24 out of 27. The project was one of ten on the "indefinitely-delayed" list due to a lack of State funding, but the project scope and cost estimate that the original ranking was based on had changed significantly.~~

~~This project is an important priority for the County, as our community members face extreme access-to-justice issues, with the next closest courthouse located on the other side of our large county boundaries. For residents of South Monterey County that could mean a 1.5 hour drive each way (3 hours total) to the Courthouse in Monterey that handles all civil and family law cases, including obtaining temporary restraining orders. Additionally, the population of the area is anticipated to grow by 16,000 – 20,000 new residents in the next 10 years.~~

The City of Greenfield and County of Monterey, in collaboration with the Courts, worked diligently to locally fund a portion of ~~the project locally~~a courthouse in Greenfield that has been proposed for construction for over ten years.~~,~~ Locally the County and City worked to lower the overall project cost, and position the project for timely construction. The City dedicated land for the project and reduced the estimated project cost from $49 million, to $33 million by tightening the scope of the project. Additionally, the City has committed funding up to $10 million toward the project Once full funding is secured, the project is positioned to begin construction quickly and is shovel ready. In November 2019, the Judicial Council updated the Courthouse Construction Program project priority list for new courthouse construction projects statewide and adjusted the scoring process and criteria used to create the list. Under the new methodology the Greenfield Courthouse project moved down the list to number 45 of~~r~~ 80 total projects.

This project is an important long-term priority for the County, as our community members face extreme access-to-justice issues, with the next closest courthouse located on the other side of our large county boundaries. For residents of South Monterey County that could mean a 1.5 hour drive each way (3 hours total) to the Courthouse in Monterey that handles all civil and family law cases, including obtaining temporary restraining orders. Additionally, the population of the area is anticipated to grow by 16,000 – 20,000 new residents in the next 10 years.

Given the State's current fiscal constraints there is not an immediate opportunity for funding this project; however as the economy recovers, ~~T~~the Legislature will have the opportunity to revisit funding for court construction project that will enhance access to justice.~~review the process and scoring methodology, and either approve of suggest next steps or changes.~~

Key Objectives:

Support efforts to authorize and secure funding to establish the Greenfield Courthouse. Support legislative efforts to examine the Judicial Council's methodology and ranking of court facility projects.

OFFENDERS WITH MENTAL HEALTH CONDITIONS

Many defendants in the criminal justice system suffer from mental health conditions. Currently, there is no distinction between mental health condition offenders and the general population. Monterey County supports funding and programs designed to divert mental health condition offenders by connecting them with treatment as opposed to incarceration. Monterey County supports funding and programs designed to safely house offenders when necessary to do so and provide acute care to address underlying mental health concerns that manifest in criminal violations. Monterey County supports collaborative efforts

between state and local mental health practitioners and corrections officials to host ~~j~~Jail ~~-b~~Based ~~restoration to c~~ Competency Treatment (JBCT) programs ~~(JBCTs)~~ and other measures to increase capacity for incompetent to stand trial (IST) treatment in local jails. In 2020, the County entered into a contract with the California Department of State Hospitals and began operating a JBCT Program in the Monterey County Jail. The County's JBCT is a regional model and serves inmates from Monterey, San Benito and Santa Cruz Counties.

Key Objectives:

Support efforts to fund programs that assist the County in addressing the needs of offenders with mental health conditions.

2021-22 Legislative Program

2021 Strategic Grant Services Program

MONTEREY COUNTY
BOARD OF SUPERVISORS

JANUARY 26, 2021

Recommended Actions

1. Adopt 2021-2022 Legislative Program
2. Adopt policies governing legislative activities
3. Adopt 2021 Strategic Grant Services Program
4. Adopt policies governing grant program activities
5. Receive a report from the County's federal lobbyist, Brent Heberlee, Ballard Spahr LLP
6. Receive a report from the County's state lobbyist, Ashley Walker, Nossaman LLP
7. Receive a report from the County's funding advocate, Ashley Walker, Nossaman LLP

Legislative Program

Monterey County maintains a long-standing and successful Legislative Program, ensuring that the interests of the County are well represented in Sacramento and Washington, D.C.

The program provides the County a voice in state and federal funding and policy decision-making and ensures that County leaders are fully apprised of evolving state and federal initiatives impacting the County and its residents.

Once adopted, the Legislative Program provides authority to advocate in support or defense of issues, enabling actions to be taken quickly to protect or defend the County's interests in Sacramento and Washington D.C.

2021-2022 Legislative Program

Monterey County's two-year Legislative Program aligns with the two-year cycles of the State and Federal legislatures.

Program Development

- *Collaboration with Board and County Departments*
- *Board Strategic Initiatives*
- *Community Priorities – 2018 Community Engagement Process*
- *COVID-19 Pandemic Disparate Impacts – Legislative Advocacy Priorities*

Legislative Principles

- *Provide broad direction and authority to staff and the County's legislative advocates to advance the County's interests*

Legislative Priorities

- *Define priority interests and concerns of the County and lay out key objectives to guide advocacy efforts*

Legislative Priorities

The Legislative Program addresses a multitude of County priorities related to economic development, administration, health and human services, infrastructure and public safety.

County policy concerns are most often centered on resources to carry out state and local service responsibilities, the authority to carry out those responsibilities in local communities, and partnerships with the state and federal governments.

Major priorities in the program include:

- COVID-19 response and recovery;
- County fiscal stability;
- Affordable housing;
- Homelessness;
- Closing the digital divide;
- Healthcare reform; and
- Resiliency in dealing with disasters.

In August 2020, the Board of Supervisors received the *COVID-19 Pandemic Disparate Impact Report.*

The County adopted a "Health in All Policies" strategy as part of its efforts to eliminate social, racial, economic, and environmental inequities that impede the attainment and maintenance of good health, including health care access.

Even before the pandemic, the Legislative Program focused on numerous priorities in the areas of health, human services, economic development and public safety.

Since the pandemic began the County has and continues to engaged in advocacy efforts to ensure that state and federal officials are aware of the County challenges and needs to fight and recovery from the pandemic.

PRIORITIES:

- State and Federal Investment
- Health Care for All, Health infrastructure, vaccines/testing/contact tracing
- Public Assistance for Basic Needs
- Housing
- Economic Relief and Recovery
- Protecting Youth and Families
- Childcare
- Language access
- Virtual access
- Closing the Digital Divide
- Education

COVID-19 PANDEMIC DISPARATE IMPACTS
Legislative Advocacy

Economic Development

- Broadband and Telecommunication Services
- Housing
- Immigration
- Labor Force
- Workforce Development
- Youth Employment
- Agriculture
- Cannabis
- Industrial Hemp
- Tourism
- Arts & Culture
- Education, Research & Military
- Old Monterey County Jail

Administration

- Local government funding and authority
- 2020 Census and Redistricting
- Social, Health and Racial Equity

Health and Human Services

- Public health, Health Care Coverage, Access and Integration
- Behavioral Health
- Public Charge Determinations
- Public Guardians, Administrators and Conservators
- Public Health and Prevention Policies: Cannabis and Tobacco
- Early Childhood Development
- Promote Child Well-Being and Prevention of Child Abuse
- Sustain and Strengthen Safety Net & Employment Support Resources
- Assure Safe & Legal Shelter for All
- Strengthen Resources for Seniors and People Living with Disability
- Honor our Veterans

Infrastructure

- Resilient and Sustainable Communities
- Transportation
- Water Resources Sustainability
- Preserve and Enhance Water Supply
- Protect Water Resources and the Environment

Public Safety

- Emergency Preparedness, Response and Recovery
- Fire Insurance
- County Control of Emergency Medical Services
- Violence Prevention and Reduction
- Domestic Violence Prevention
- Post-Sentence Relief and Reintegration to Reduce Recidivism
- Access to Justice
- Offenders with Mental Health Conditions

Legislative Program
Policies Governing Legislative Activities

The Policies Governing Legislative Activities outlines the roles and responsibilities in the execution of the Legislative Program for the:

- Board of Supervisors
- Department Heads and staff
- CAO-IGLA staff
- The County's state and federal legislative advocates; and
- County advisory boards and commissions.

The Legislative Committee reviewed the policies and recommends adoption with the following substantive changes:

1. Under "Representation on State and Federal County Advocacy Organizations" include the Rural County Representatives of California (RCRC); and
2. Under "Correspondence & Lobbying" adopt a policy for the approval and signature of urgent correspondence by the County Administrative Officer. – EXHIBIT B.

Legislative Program Webpage Update

The Legislative Program page provides information on the Board's Legislative Program, Legislative Committee, and contacts for the program. It also provides links to:

- Legislative Program
- Legislative Committee Agendas
- Legislative Advocacy Letters – *New Feature*
- Policies Governing Legislative Activities
- Legislative Resources
- Subscribe to Legislative Committee Meeting Notices – *New Feature*

2021 Strategic Grant Services Program

- The Strategic Grant Services Program works with County departments to identify grant opportunities and provide strategic expertise to craft competitive grant applications.
- Following Board approval, the program operates under the direction of the Legislative Committee, and works closely with the Legislative Program to develop funding opportunities.
- The program focuses on the County's high priority funding needs that:
  - Align with Board Strategic Initiatives and Legislative Priorities;
  - Have an available funding source (opportunity & timing);
  - Are able to meet the grant requirements; and
  - Are able to put forth a competitive application.
- Flexible to adjust to changing priorities and opportunities.

Work Plan

Developed in a consultation with County departments, identifies priority projects and potential grant programs the County expects to focus on in 2021.

- TBD project to help meet SB 1383 food waste recovery goal of 20% - *CalRecycle Food Waste Prevention and Rescue Grant Program*
- Carmel River Flood Reduction and Environmental Enhancement (CRFREE) Project - *Construction Funding*
- Carmel Lagoon Adaptive Management – Scenic Road Protective Structure, Ecosystem Protective Barrier, Sandbar Management Plan - *Planning and Construction Funding*
- San Lucas Water Supply Replacement - *Consultation Drinking Water State Revolving Fund*
- Road, Bicycle and Pedestrian Infrastructure Improvements - *Caltrans Active Transportation Program (ATP)*
- Habitat Management in County Parks - *Habitat Conservation Fund*
- San Lorenzo Park and Lake San Antonio - *Proposition 68: Statewide Parks Program*
- Interlake Tunnel & Fish Screens - *California Department of Fish & Wildlife and I-Bank*
- San Antonio and Nacimiento Dam and Spillway Improvements and Security - *TBD*
- Salinas River Management Program and Habitat Conservation Plan - *TBD*

California Grants Portal

In 2020, the California State Library launched a new tool, the California Grants Portal, to allow billions of dollars in state grant opportunities from dozens of state departments and agencies to easily be accessed from their website.

For more information email CAGrantsPortal@library.ca.gov

Grant Needs Inventory

- The grant needs inventory is a comprehensive inventory of County projects which require a source of grant funding.
- The inventory is developed in consultation with the Board and County departments.
- The grant needs inventory helps guide the research efforts of program staff and the County's grant consultant.

Strategic Grant Services Program Policies Governing Program Activities

The Policies Governing Program Activities outlines the roles and responsibilities in the execution of the Strategic Grant Services Program for the:

- Board of Supervisors
- CAO-IGLA staff
- Grant consultants
- County departments

The Legislative Committee reviewed the policies and recommends adoption of changes to align with current program activities. – EXHIBIT D.

Annual Reports

The annual reports provided by the County's federal and state legislative advocates and grant consultant highlight County activities undertaken in 2020.

The presentations will focus on anticipated major issues or projects for 2021, with special emphasis on COVID-19 disparate impact legislative advocacy strategies.

Reports will be provided by:

- Brent R. Heberlee, Ballard Spahr LLP – Federal Legislative Advocate – EXHIBIT E
- Ashley Walker, Nossaman LLP – State Legislative Advocate and Grant Consultant – EXHIBITS F & G

Thank You

Board of Supervisors / Legislative Committee

County Department Heads & Staff

Brent Heberlee, Ballard Spahr LLP

Ashley Walker, Nossaman LLP

CAO-IGLA Team

Monterey County
Board of Supervisors

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

Board Order

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

a. Adopt the 2021-2022 Legislative Program;
b. Adopt policies governing legislative activities;
c. Adopt the 2021 Strategic Grant Services Program;
d. Adopt policies governing Strategic Grant Services Program activities;
e. Receive an annual report from Ballard Spahr LLP, the County's federal legislative advocate;
f. Receive an annual report from Nossaman LLP, the County's state legislative advocate; and
g. Receive an annual report from Nossaman LLP, the County's grant consultant.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: 21-062
Agenda Item No.: 22

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

Julian Lorenzana, Deputy

Monterey County

Board Report

Legistar File Number: 21-081

Item No.23

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

January 26, 2021

Introduced: 1/20/2021 **Current Status:** Scheduled PM
Version: 1 **Matter Type:** General Agenda Item

a. Receive an update on the COVID-19 Pandemic Disparate Impact Report.
b. Provide direction to staff as appropriate.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Receive an update on the COVID-19 Pandemic Disparate Impact Report.
b. Provide direction to staff as appropriate.

SUMMARY/DISCUSSION:
On August 25, 2020, the Board of Supervisors received the *COVID-19 PANDEMIC DISPARATE IMPACT REPORT: Strategies for Addressing the Disparate Impact of the COVID-19 Pandemic on Communities of Color in Monterey County*. The report was developed by the County Administrative Office, in partnership with the Health Department, Department of Social Services, Housing and Community Development and with the participation and insights from additional County departments as well as community based organizations. The Board's direction included further review and discussion by the Legislative and Health, Housing and Human Services Board Committees. A review of the prioritization of legislative advocacy strategies was conducted and discussed by the Legislative Committee on October 22, 2020. Strategies were also discussed by the Health, Housing and Human Services Committee on November 30, 2020.

The Disparate Impact Report identified strategies to address the underlying conditions which contribute to the racial disparities as made evident in local data reports and statistics. The proposed strategies outlined in ATTACHMENT A, continue to be developed and refined by the Disparate Impact County team which meets weekly and continuously seeks collaboration with community partners and community resident leaders to further maximize the impact of our collective efforts. The strategies also serve as a starting point for determining the areas of focus by the COVID-19 Collaborative led by the Community Foundation for Monterey County.

OTHER AGENCY INVOLVEMENT:
The Disparate Impact County team is led by the County Administrative Office and includes County Counsel, Intergovernmental & Legislative Affairs, the Health Department, Resource Management Agency, Department of Social Services, Civil Rights Office, Natividad Medical Center, District Attorney's Office and Sheriff's Department.

FINANCING:
Receiving the update included in this report will not result in additional General Fund contributions.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Receipt of this report and authorization of the proposed letter supports the selected Board of Supervisors Strategic Initiatives:
X_ Economic Development
X_ Administration
X_ Health & Human Services
X_ Infrastructure
X_Public Safety

Prepared by: Rosemary Soto, Management Analyst III
Approved by: Nick Chiulos, Assistant County Administrative Officer
January 20, 2021

_____ _____
Nicholas E. Chiulos, Assistant County Administrative Officer Date

ATTACHMENT A: Disparate Impact Report Strategies

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Monterey County

Item No.

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

Board Report

Legistar File Number: 21-081

January 26, 2021

Introduced: 1/20/2021 **Current Status:** Agenda Ready
Version: 1 **Matter Type:** General Agenda Item

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The Disparate Impact Report identified strategies to address the underlying conditions which contribute to the racial disparities as made evident in local data reports and statistics. The proposed strategies outlined in ATTACHMENT A, continue to be developed and refined by the Disparate Impact County team which meets weekly and continuously seeks collaboration with community partners and community resident leaders to further maximize the impact of our collective efforts. The strategies also serve as a starting point for determining the areas of focus by the COVID-19 Collaborative led by the Community Foundation for Monterey County.

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FINANCING:

Receiving the update included in this report will not result in additional General Fund contributions.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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

X_ Economic Development

X_ Administration

X_ Health & Human Services

X_ Infrastructure

X_ Public Safety

Prepared by: Rosemary Soto, Management Analyst III

Approved by: Nick Chiulos, Assistant County Administrative Officer

January 20, 2021

DocuSigned by:

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1/21/2021 | 12:04 PM PST

Nicholas E. Chiulos, Assistant County Administrative Officer Date

ATTACHMENT A: Disparate Impact Report Strategies

Response and Recovery	Robust public health infrastructure for pandemic and disaster response effort: a. Develop Equity Officer function and expand PIO function to ensure bilingual capacity in the County Emergency Operations Center. Modify policies and procedures as needed. Develop and implement training plan. b. Create more efficient government response and recovery using a "Health in All Policies" approach through formation of a multi-sector task force. Health Department could serve as lead.
	Law Enforcement as a response entity is not broad enough. Collaborate with the Domestic Violence Coordinating Council to develop a strategy for improving coordinated response with a plan to centralize coordinated resources, response, and messaging for community education and awareness. .
Testing and Vaccination	Open testing sites in communities with low testing rates. The ability to do so will require the Health Department to continue to work with California Department of Public Health (CDPH) to expand community testing sites in underserved communities.
	Develop a method to prioritize certain groups to gain access to medications and vaccines, once approved, based on documented higher risk for serious illness and death
	Provide access to clinical trials/treatment for communities of color where they seek and receive care. .
Community Outreach and Education	Increase outreach via virtual methods and expand partnerships with community-based organizations.
	Offer written and verbal communication in non-English languages for communities where English is not the primary language. .
	Improve and expand phone interviews for eligibility determination.
	Advocate for continuation of virtual public meetings governed by the Brown Act. Increase access to virtual connection, learning, and public participation opportunities. a. Explore feasibility of ensuring virtual meetings are conducted in English and Spanish.

Workforce Development	Implement job readiness workshops via remote platforms and provide virtual appointments for one-on-one job search services.
Housing	Develop a collaborative between Ag industry, farmworker housing developers, Cities and Counties: strategies with subcommittees formed in 2017 (MBEP, others), strategies to incentivizing affordable housing development
	Facilitate permitting and inspection for Employee Housing Program for H2A employees.
	Include Healthy Housing and public health accreditation principles. https://www.apha.org/publications-and-periodicals/reports-and-issue-briefs/healthy-housing-standard
	Use County GIS data combined with zoning code requirements for housing development to map where target areas could be based on complexity of permits required (farmworker housing, small vs. large projects, multifamily, mixed use, etc.).
	Apply for and utilize state grants for planning work to streamline affordable housing. Current projects already in process from State SB 2 Grant Funding.
Digital Divide	Expand on our partnership with MCOE/schools to bridge digital divide. a. Close the digital divide by fast-tracking local policies and resources, such as expanded routers, Wi-Fi to parking lots modeled after efforts by the City of Gonzales and Monterey County Office of Education.

Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

a. Receive an update on the COVID-19 Pandemic Disparate Impact Report.
b. Provide direction to staff as appropriate.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: 21-081
Agenda Item No.: 23

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

Julian Lorenzana, Deputy

Monterey County

Board Report

Legistar File Number: RES 21-015

Item No.24

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

January 26, 2021

Introduced: 1/15/2021

Current Status: Passed - RMA Administration

Version: 1

Matter Type: BoS Resolution

Public hearing continued from December 9, 2020 to consider adoption of a resolution denying an appeal by Vista Nadura LLC and Nader Agha from the September 30, 2020 decision of the Monterey County Planning Commission that the Vista Nadura Subdivision application (Agha/PLN990274) for a Standard Subdivision dividing three parcels totaling 50 acres into 20 lots ranging in size from 1.1 acres to 8.5 acres was incomplete prior to October 16, 2007 and remains incomplete.
Project location: 8767 Carmel Valley Road, Carmel Valley Master Plan (APNs 169-011-009-000, 169-011-014-000, and 169-011-015-000).
Proposed CEQA Action: Application completeness determination is not a project per Section 15378 of the California Environmental Quality Act Guidelines.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution **(Attachment A)** to:

a. Deny the appeal by Vista Nadura LLC and Nader T. Agha from the Monterey County Planning Commission's September 30, 2020 determination that a subdivision application filed by Durrel and Nader Agha (PLN990274) was incomplete prior to October 16, 2007 and remains incomplete; and
b. Find that the application (Agha/PLN990274) for a Standard Subdivision to subdivide three lots totaling 50 acres into 20 lots ranging in size from 1.1 acres to 8.5 acres was not deemed complete prior to October 16, 2007 and continues to be incomplete pursuant to Government Code Section 65943 (the Permit Streamlining Act) and Monterey County Code Chapter 19.03.

PROJECT INFORMATION:
Property Owner: Vista Nadura LLC
Applicant: Vista Nadura LLC (successors to Durrel and Nader Agha)
Representative: Paul Hart
APNs: 169-011-009-000, 169-011-014-000, 169-011-015-000
Zoning: LDR/2.5-D-S-RAZ
Parcel Size: Approx. 50 Acres
Plan Area: Carmel Valley Master Plan
Flagged and Staked: No

SUMMARY/DISCUSSION:
Vista Nadura LLC (the application was made in the name of Durrel and Nader Agha) owns three parcels totaling 50-acres of land located north of Los Arboles Road in mid Carmel Valley. County

records show that on August 26, 2002, Durrel and Nader Agha ("applicant") submitted an application for processing a Standard Subdivision to create 20 lots ranging in size from 1.1 acres to 8.5 acres (PLN990274, aka Vista Nadura Subdivision).

The issue in this appeal is whether the Vista Nadura subdivision application is complete or incomplete. On September 30, 2020, at a duly noticed public hearing, the Monterey County Planning Commission upheld staff's determination that the application was incomplete as of October 16, 2007 and remains incomplete. (**Attachment C**.) Vista Nadura LLC and Nader Agha appealed the Planning Commission's determination to the Board of Supervisors.

The Board of Supervisors held a public hearing on the appeal on December 9, 2020 to consider if the project application should have been deemed complete, and if so when. (See December 9, 2020 staff report at **Attachment B**.) On December 9, the Board adopted a motion of intent to find that the Board had jurisdiction of the appeal and that the application was and remains incomplete. The Board continued the hearing on the appeal to January 26, 2021, with direction to staff to return with a resolution with findings and evidence to support this determination. Staff has prepared the draft resolution, which is attached to this staff report. (**Attachment A**.)

This determination of application completeness is not a decision on the project. When and if the application is determined complete, if applicant desires to continue pursuing the application, the County will process the application. Regardless of the application completeness date, the project application will be subject to a complete analysis and process. That includes completing environmental review (CEQA) that will involve a hydrogeologic report as well as other technical data (e.g. traffic report).

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has been consulted on this matter.

FINANCING:
Application fees for this request and appeal were paid. If the project moves forward, subdivision and EIR projects are considered extraordinary development applications that require the applicant to pay for actual costs of the EIR consultant as well as the actual staff time to process the application.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This action represents effective and timely response to our HCD customers. This matter has been processed in accordance with all applicable policies and regulations.

Check the related Board of Supervisors Strategic Initiatives:
__ Economic Development
X Administration
__ Health & Human Services
__ Infrastructure
__ Public Safety

Prepared by: John M. Dugan FAICP, Management Specialist

Reviewed by: Carl P. Holm, AICP, Director, Housing and Community Development

The following attachments are on file with the Clerk of the Board:
Attachment A - Draft Resolution, including Attachment A with its Exhibits 1 through 24
Attachment B - Board Report (without attachments), December 9, 2020
Attachment C - Planning Commission Resolution No. 20-031

cc: Front Counter Copy; Property Owner; Adrian Lopez; The Open Monterey Project (Molly Erickson); LandWatch (Executive Director); Interested Party List in Accela; Project Files PLN990274

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Monterey County

Item No.

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

Board Report

Legistar File Number: RES 21-015

January 26, 2021

Introduced: 1/15/2021 **Current Status:** Agenda Ready
Version: 1 **Matter Type:** BoS Resolution

Public hearing continued from December 9, 2020 to consider adoption of a resolution denying an appeal by Vista Nadura LLC and Nader Agha from the September 30, 2020 decision of the Monterey County Planning Commission that the Vista Nadura Subdivision application (Agha/PLN990274) for a Standard Subdivision dividing three parcels totaling 50 acres into 20 lots ranging in size from 1.1 acres to 8.5 acres was incomplete prior to October 16, 2007 and remains incomplete.
Project location: 8767 Carmel Valley Road, Carmel Valley Master Plan (APNs 169-011-009-000, 169-011-014-000, and 169-011-015-000).
Proposed CEQA Action: Application completeness determination is not a project per Section 15378 of the California Environmental Quality Act Guidelines.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution **(Attachment A)** to:

a. Deny the appeal by Vista Nadura LLC and Nader T. Agha from the Monterey County Planning Commission's September 30, 2020 determination that a subdivision application filed by Durrel and Nader Agha (PLN990274) was incomplete prior to October 16, 2007 and remains incomplete; and
b. Find that the application (Agha/PLN990274) for a Standard Subdivision to subdivide three lots totaling 50 acres into 20 lots ranging in size from 1.1 acres to 8.5 acres was not deemed complete prior to October 16, 2007 and continues to be incomplete pursuant to Government Code Section 65943 (the Permit Streamlining Act) and Monterey County Code Chapter 19.03.

PROJECT INFORMATION:
Property Owner: Vista Nadura LLC
Applicant: Vista Nadura LLC (successors to Durrel and Nader Agha)
Representative: Paul Hart
APNs: 169-011-009-000, 169-011-014-000, 169-011-015-000
Zoning: LDR/2.5-D-S-RAZ
Parcel Size: Approx. 50 Acres
Plan Area: Carmel Valley Master Plan
Flagged and Staked: No

SUMMARY/DISCUSSION:
Vista Nadura LLC (the application was made in the name of Durrel and Nader Agha) owns three parcels totaling 50-acres of land located north of Los Arboles Road in mid Carmel Valley. County records show that on August 26, 2002, Durrel and Nader Agha ("applicant") submitted an application

for processing a Standard Subdivision to create 20 lots ranging in size from 1.1 acres to 8.5 acres (PLN990274, aka Vista Nadura Subdivision).

The issue in this appeal is whether the Vista Nadura subdivision application is complete or incomplete. On September 30, 2020, at a duly noticed public hearing, the Monterey County Planning Commission upheld staff's determination that the application was incomplete as of October 16, 2007 and remains incomplete. (**Attachment C**.) Vista Nadura LLC and Nader Agha appealed the Planning Commission's determination to the Board of Supervisors.

The Board of Supervisors held a public hearing on the appeal on December 9, 2020 to consider if the project application should have been deemed complete, and if so when. (See December 9, 2020 staff report at **Attachment B**.) On December 9, the Board adopted a motion of intent to find that the Board had jurisdiction of the appeal and that the application was and remains incomplete. The Board continued the hearing on the appeal to January 26, 2021, with direction to staff to return with a resolution with findings and evidence to support this determination. Staff has prepared the draft resolution, which is attached to this staff report. (**Attachment A**.)

This determination of application completeness is not a decision on the project. When and if the application is determined complete, if applicant desires to continue pursuing the application, the County will process the application. Regardless of the application completeness date, the project application will be subject to a complete analysis and process. That includes completing environmental review (CEQA) that will involve a hydrogeologic report as well as other technical data (e.g. traffic report).

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has been consulted on this matter.

FINANCING:
Application fees for this request and appeal were paid. If the project moves forward, subdivision and EIR projects are considered extraordinary development applications that require the applicant to pay for actual costs of the EIR consultant as well as the actual staff time to process the application.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This action represents effective and timely response to our HCD customers. This matter has been processed in accordance with all applicable policies and regulations.

Check the related Board of Supervisors Strategic Initiatives:
__ Economic Development
X Administration
__ Health & Human Services
__ Infrastructure
__ Public Safety

Prepared by: John M. Dugan FAICP, Management Specialist DS JMD
Reviewed by: Carl P. Holm, AICP, Director, Housing and Community Development DS CPH

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The following attachments are on file with the Clerk of the Board:
Attachment A - Draft Resolution, including Attachment A with its Exhibits 1 through 24
Attachment B - Board Report (without attachments), December 9, 2020
Attachment C - Planning Commission Resolution No. 20-031

cc: Front Counter Copy; Property Owner; Adrian Lopez; The Open Monterey Project (Molly Erickson); LandWatch (Executive Director); Interested Party List in Accela; Project Files PLN990274

Attachment A

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DRAFT RESOLUTION

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

RESOLUTION NO.
In the matter of the appeal by Vista Nadura LLC and Nader T. Agha of the determination that an application (Agha/PLN990274) for a Standard Subdivision of three lots totaling 50 acres into 20 lots ranging in size from 1.1 acres to 8.5 acres (PLN990274) was not deemed complete prior to October 16, 2007 and continues to be incomplete pursuant to Government Code Section 65943 (the Permit Streamlining Act) and Monterey County Code Chapter 19.03.
(Agha/PLN 990274) 8767 Carmel Valley Road, Carmel Valley, Carmel Valley Area Plan (APN 169-011- 009-000,169-011-014-000,169-011-015-000).

The appeal by Vista Nadura LLC and Nader T. Agha from the Monterey County Planning Commission's determination that a subdivision application (Agha/PLN990274) is incomplete came on for public hearing before the Monterey County Board of Supervisors on December 9, 2020 and January 26, 2021. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Board of Supervisors finds and decides as follows:

FINDINGS

1. FINDING: **JURISDICTION:** The Board of Supervisors has jurisdiction to hear this appeal pursuant to Government Code section 65943 and Monterey County Code Chapter 19.16.

EVIDENCE:

a) This matter comes before the Board of Supervisors on appeal filed by Vista Nadura LLC and Nader T. Agha (hereafter "Appellants") from the Monterey County Planning Commission's September 30, 2020 determination that a subdivision application filed by Durrel and Nader Agha ("applicants") (PLN990274) was incomplete prior to October 16, 2007 and remains incomplete.

b) The Appellants contend that the Board of Supervisors has jurisdiction to hear the appeal as an appeal from a Director's interpretation pursuant to Chapters 19.16 and 19.17 of the Monterey County Code and contend that the Board does not have jurisdiction pursuant to Government Code section 65943, but they urge the Board to accept the appeal. (Attachment 1 to Notice of Appeal [October 16, 2020 letter from Paul Hart (hereafter "Hart's Oct. 16 Letter")], at pp. 1-5; the Notice of Appeal and its attachments are Attachment C to the December 9, 2020 staff report to the Board of Supervisors and incorporated herein by reference.) The Board finds that it has

jurisdiction of the appeal pursuant to Government Code section 65943 and Monterey County Code Chapter 19.16, based on the facts, documents, and analysis that follows. (Unless otherwise noted, citations to exhibits are to numbered exhibits which are attached to Attachment A of this resolution.)

c) By letter dated May 11, 2017, Paul Hart, an attorney representing Mr. Nader Agha, requested that the Director of the County Resource Management Agency (RMA) provide a "written opinion" pursuant to Monterey County Code section 21.82.040.B to determine whether Mr. Agha's subdivision application was deemed complete prior to October 16, 2007. (Exhibit 18,)

d) By letter dated January 24, 2018, the Deputy Director of RMA summarized the reasons why County staff had previously determined that the application was incomplete and provided the applicant the options of submitting the missing information or appealing the determination as an administrative interpretation of the County's subdivision ordinance pursuant to Section 19.17.040 of the Monterey County Code. (Exhibit 19.)

e) By letter dated March 19, 2019, Mr. Hart responded by providing records which he contended support a "Director's Interpretation/Opinion" that the application was complete prior to October 16, 2007 and requested that "the Director identify, to the extent possible, the actual or approximate date on which County Staff should have deemed the Application complete." (Exhibit 20.)

f) By letter dated April 1, 2020, the Deputy Director of RMA confirmed the staff determination that the subdivision application is incomplete pursuant to Government Code section 65943. The letter provided the applicant the option of submitting the information required to make the application complete or appealing the determination pursuant to subdivision (c) of Government Code section 65943, which is part of the Permit Streamlining Act. (Exhibit 22.)

g) On July 31, 2020, Mr. Hart, representing "Vista Nadura LLC," appealed from the April 1, 2020 staff determination that the subdivision application was incomplete prior to October 16, 2007 and remains incomplete. (Appellants' attorneys informed staff that Vista Nadura LLC is the current owner of the property and that Mr. Agha is an authorized representative of Vista Nadura LLC.) The appeal was characterized as an appeal from "the Director's Interpretation/Opinion" pursuant to section 19.17.010 of the Monterey County Code. (Exhibit C to September 30, 2020 staff report to the Monterey County Planning Commission.)

h) On September 30, 2020, the Monterey County Planning Commission held a duly noticed public hearing to consider Vista Nadura's appeal of the April 1, 2020 incompleteness determination. On a vote of 8 to 0 (with one member absent and one member recused), the Planning Commission denied the appeal and determined that the application was incomplete as of October 16, 2007 and remains incomplete. (Monterey County Planning Commission Resolution No. 20-031). The resolution recites that the appeal was heard pursuant to Government Code section 65943 and that pursuant to that section, the decision is final because the applicant had not agreed to extend the

time under the Permit Streamlining Act in order to allow applicant to appeal the determination to the Board of Supervisors. Resolution No. 20-031 was mailed to appellant on or about October 15, 2020.

i) On or about October 16, 2020, Vista Nadura LLC and Nader T. Agha, represented by Mr. Hart, filed the instant appeal with the Clerk of the Board of the Supervisors. The appeal begins with the issue of jurisdiction, urges the Board to accept the appeal, and contends that the Planning Commission decision is appealable pursuant to Monterey County Code sections [sic] 19.16 and 19.17 as a Director's Interpretation/Opinion. (Hart's Oct. 16 Letter, at pp. 1-3.)

j) The Board of Supervisors conducted a duly noticed public hearing on the appeal on December 9, 2020. The Board adopted a motion of intent, by a vote of 5 to 0, to find that the Board had jurisdiction over the appeal and that the application was incomplete as of October 17, 2007 and remains incomplete. The Board continued the hearing to January 26, 2021 for staff to provide a resolution with findings and evidence to support the determination.

k) The Board of Supervisors has jurisdiction to hear the appeal pursuant to Government Code section 65943. Government Code section 65943(c) requires counties to provide a process for appeal of a determination that an application is incomplete and requires a final written determination on the appeal within 60 days of receipt of the appeal, unless the applicant agrees to extend the time. The Planning Commission heard the appeal and rendered a decision on September 30, 2020, within 60 days of applicant's appeal from staff's April 1, 2020 determination. At the Planning Commission hearing, appellant's attorney was provided the opportunity to agree to extend the time for applicant to appeal the Planning Commission's decision to the Board of Supervisors, but appellant's attorney declined at that hearing to agree to an extension of time; however, the appellant then filed an appeal of the Planning Commission's decision to the Board of Supervisors on or about October 16, 2020. The Board of Supervisors finds that, by filing the appeal, appellants by their actions agreed to extend the time for County to consider appellants' appeal under the Permit Streamlining Act and waived the 60-day deadline.

The Board finds that it also has jurisdiction of the appeal based on Chapter 19.16 of the County Code. Appellant contends variously that the appeal is filed pursuant to Monterey County Code Chapters 19.16 or Chapter 19.17 of Title 19 of the Monterey County Code. These grounds for the appeal are not inconsistent with Government section 65943. Title 19 is the County's subdivision ordinance for the non-coastal portion of the County. Chapter 19.17 provides a process for a person to request a Director's interpretation or administrative decision in connection with the County's subdivision ordinance, to appeal that determination to the Planning Commission, and thereafter to appeal the Planning Commission decision to the Board of Supervisors pursuant to appeal procedures set forth in Chapter 19.16. RMA's January 24, 2018 letter to appellant provided a right of appeal pursuant to Chapter 19.17, while the April 1, 2020 letter, from which appellant appealed, provided a right of appeal pursuant to

Government Code section 65943(c). (See, Exhibits 19 and 22.) The issue in the appeal is whether the application is complete, a determination specific to an application based on its particular facts. As such, the determination falls squarely under section 65943 as an application incompleteness determination. It is not an interpretation of County regulations with general applicability, as would be typical of a "Director's interpretation." For this reason, the April 1, 2020 letter provides a right of appeal pursuant to Government Code section 65943. However, the two bases for appeal can be reconciled because section 65943 requires the County to provide a process for an applicant to appeal an incompleteness determination. (Gov't Code §65943(c).) Chapter 19.16 of Title 19 provides the procedures for appeal of a Planning Commission decision under the subdivision ordinance, and appellants have availed themselves of that process. Accordingly, Chapter 19.16, whether as the process for implementing Government Code section 65943(c) or as the process for appeal of a Director's interpretation or both, provides the grounds for the Board of Supervisors to accept and hear the appeal. Furthermore, the other questions on which Appellants state they are seeking a Director's opinion are not separable from the completeness date issue. Appellants assert that they are seeking an opinion not merely on the completeness date but also concerning five questions: 1) the characterization of applicant's submittals in 1999, 2001, and 2002; 2) the date on which applicant "submitted" various applications; 3) whether the application has been deemed complete by operation of law; 4) the date the application was deemed complete by operation of law; and 5) the rules that apply to processing the application. (Hart's Oct. 16 Letter, at pp. 2-3.) However, these questions identified by appellant as to the status of various submissions all relate to the single issue of whether the application was deemed complete and if yes, on what date. The question Appellant raises of what rules will apply to the processing of the application is derivative of the completeness date determination because the Subdivision Map Act (Government Code section 66474.2) provides that, with some exceptions, the County shall apply the local ordinances, policies and standards in effect when a subdivision application is deemed complete. These issues are not separable from the application completeness determination.

Pursuant to Chapter 19.16, the hearing on the appeal is de novo. Section 19.16.045 states that the appropriate authority shall consider and render a decision on the appeal within 60 days. County's longstanding interpretation and implementation of this provision and similar language in the County's zoning ordinances is to bring the appeal to hearing within 60 days, unless an extension of time is agreed upon, with the Board retaining discretion to take such additional time as is reasonably needed to reach a decision on the appeal. The hearing of this appeal complies with the timeframe because the hearing at the Board was held within 60 days of receipt of the appeal. The Board conducted the hearing on December 9, within 60 days of receipt of the appeal of the Planning Commission's

decision, provided an opportunity for appellants and the public to testify, and continued the hearing to January 26, 2021 for staff to return with a written resolution with findings and evidence to support the Board's decision.

2. FINDING: **APPLICATION BACKGROUND**: The subdivision application (Agha/PLN990274) proposes to subdivide three lots totaling 50 acres into 20 lots ranging in size from 1.1 acres to 8.5 acres..

EVIDENCE:

a) The Vista Nadura application (PLN 990274) is a proposed 20 lot standard subdivision of 50 acres located north of Los Arboles Road in mid Carmel Valley in the unincorporated non-coastal area of the County. The property is located at 8767 Carmel Valley Road (APN 169-011- 009-000,169-011-014-000,169-011-015-000). The subdivision is known as the Vista Nadura subdivision. The original application was made in the name of Durrel and Nader Agha. Ownership of the subject property has changed hands within the Agha family and related trust several times since 2002. Appellant's attorneys have informed staff that Vista Nadura LLC is the current owner of the property and that Mr. Agha is an authorized representative of Vista Nadura LLC. The appeal to the Planning Commission was filed by Vista Nadura LLC. This appeal to the Board of Supervisors was filed in the name of Vista Nadura LLC and Nader Agha.

b) The application completeness date is relevant to which County General Plan and Carmel Valley Master Plan will apply to the project. Government Code section 66474.2 provides that subdivision applications are subject to the local ordinances, policies, and standards in effect when the application is deemed complete, except that the local agency may apply later adopted plans and ordinances if the agency has initiated proceedings and published notification of the proposed change in the applicable plans or ordinances. (Gov't Code §66474.2(b).) In this case, pursuant to that exception, Policy LU-9.3 of the 2010 General Plan provides that subdivision applications deemed complete on or before October 16, 2007 are subject to the County plans and regulations in effect when the applications were deemed complete, and subdivision applications deemed complete after October 16, 2007 are subject to the 2010 General Plan and the ordinances, policies, and standards enacted pursuant to the 2010 General Plan. Accordingly, if the application were deemed complete on or before October 16, 2007, the 1982 General Plan and former Carmel Valley Master Plan would apply to the project, unless the applicant were to elect to go under the 2010 General Plan or a general plan amendment were required. If the application was not complete as of October 16, 2007, the 2010 General Plan and updated Carmel Valley Master Plan apply. Differing policies apply depending on if the project is evaluated against the 1982 General Plan or the 2010 General Plan and the former or updated Carmel Valley Master Plan.

The determination in this appeal that the application is incomplete is not a decision on the project application itself and is not a denial of the project application. The determination that the application is incomplete does not prevent the applicant from supplying the missing information, whereupon the County would conduct appropriate environmental review under the California Environmental Quality Act and process the application to hearing before the appropriate County decision-makers.

3. FINDING: **APPLICATION INCOMPLETE:** The Board of Supervisors finds that Vista Nadura subdivision application (Agha/PLN990274) was not deemed complete prior to October 16, 2007 and continues to be incomplete pursuant to Government Code Section 65943 (the Permit Streamlining Act), and County Subdivision regulations (Chapter 19.03 of the Monterey County Code). The Board makes this finding based on all of the documentary evidence, the testimony, the responses to appeal contentions herein, and the administrative record as a whole, including Attachment A and its exhibits, which is attached to this resolution and incorporated herein by reference.

EVIDENCE: a) The evidence supporting the determination that the application is incomplete includes the following:

June 10, 1999: Durrel and Nader Agha submitted an Application Request form (also known as "pre-application" form). (Exhibit 1b) [As stated above, unless otherwise noted, citations to exhibits are to numbered exhibits which are attached to Attachment A of this resolution.]

September 2000: Board adopted an ordinance adding Section 19.03.015.L.3.A to Title 19 (non-coastal subdivision ordinance) of the Monterey County Code which requires that "Prior to an application being deemed complete, a hydrogeologic report based on a comprehensive hydrological investigation shall be prepared by a certified hydrogeologist, selected by the County and under contract with the County, at the applicant's expense." This section took effect on June 26, 2000. Subdivision applications deemed complete prior to June 26, 2000 were not subject to these new provisions.

July 6, 2001: County staff provided applicant an application checklist dated 7/6/2001 identifying the information and materials required to submit an application (Exhibit 1a). A nominal fee is required for an Application Request to cover time for staff to visit the site and develop an application checklist.

August 26, 2002: Applicant filed their application (PLN990274) and paid a filing fee of $15,958 on 8/26/2002. (Exh. 1b (showing planner's handwritten notation of received date of 8/26/2002). The application did not include a hydrogeologic report prepared by a certified hydrogeologist selected by the County, and that report still has not been submitted. In the 1999-2002 period, the Board of Supervisors adopted various resolutions (99-379, 01-133, and 02-

024) affecting subdivision processing, including Resolution No. 02-024 which implemented Policy 39.3.2.1 of the former Carmel Valley Master Plan by stating a qualified policy of denying new subdivisions in Carmel Valley between Route 1 and Morse Dr, which includes the subject property. Since Resolution 02-024 did not prohibit accepting subdivision applications for processing, County accepted the Vista Nadura subdivision application on 8/26/2002.

September 26, 2002: By letter dated September 26, 2002, staff informed the applicant that the application was incomplete due to missing information, and staff provided a list of the additional information required. (Exh. 1.)

November 4, 2002: The County Environmental Health Office provided the applicant with a supplemental letter restating and detailing the hydrogeological study required by the Subdivision Regulations. (Exh. 2**.)**

Over the succeeding years, the applicant submitted additional missing information to render the application complete, except for hydrogeologic information required by the County's subdivision regulations (Section 19.03.015.L.3.A of the Monterey County Code). The Environmental Health Bureau (EHB) consistently determined and informed the applicant that unless the hydrogeologic information is submitted, the application is not complete. The correspondence includes letters before and after the October 16, 2007 date informing the applicant of the information needed to render the application complete. See, for example, Exhibit 8 [RMA letter dated August 3, 2006], Exhibit 9 [Nov. 30, 2007 letter from EHB to applicant]. The course of correspondence shows that applicant has still not submitted information required to analyze water supply. (See. e.g, Exhibits 17 and 21.)

b) Response to appeal contentions: Appellants' appeal filed with the Board of Supervisors incorporates its contentions from its appeal to the Planning Commission and also provides a five-point summary of appellants' contentions. This resolution begins with response to the contentions in their appeal to the Planning Commission and then addresses the five summary points stated in the appeal to the Board of Supervisors.

c) The appeal at the Planning Commission raised 17 contentions, which are listed and addressed as follows:

1. Contention: *The Director's Interpretation/Opinion is not supported by facts and evidence*.
Response: Attachment A provides a chronology of events and documents (exhibits to Attachment A) which show that the application was incomplete prior to October 17, 2007 and remains incomplete. See also the following responses to appeal contentions.

2. Contention: *The Director's Interpretation/Opinion misinterprets applicable laws, ordinances, and procedures, and is contrary to law.*

Response: The determination that the application is incomplete is required by and complies with a 2000 amendment to the County Subdivision Regulations. In September, 2000, the County Board of Supervisors adopted a "Proof of Water" ordinance, Ordinance Number 4082, requiring that all proposed subdivision applications prove that an adequate source of water was available to the property prior to a subdivision application being deemed compete. The ordinance amended portions of Monterey County Code, Title 19, County's subdivision ordinance, and stated that these new provisions were not retroactive to projects for which an application had already been deemed complete prior to June 26, 2000. Per the ordinance adopted in September 2000, County regulations require submission of a hydrogeological report for a subdivision application to be complete. Section 19.03.015.L.3.A of Title 19, enacted by Ordinance No. 4082, states, in part: "*Prior to an application being deemed complete*, a hydrogeologic report based on a comprehensive hydrological investigation shall be prepared by a certified hydrogeologist, selected by the County and under contract with the County, at the applicant's expense, if required by this Section." (Monterey County Code, section 19.03.015.L.3.A, emphasis added). This requirement has been in place since before the Vista Nadura application was filed on August 26, 2002. The application request form submitted on June 10, 1999 does not excuse applicant from complying with this regulation because an application request form is not an application. The application checklist provided to the applicant on July 6, 2001, stated that applicant must provide hydrogeological evidence of water quality and quantity and proof of an assured, long term water supply. (Exhibit 1a.) After the applicant submitted his application, the County has consistently advised the applicant, beginning on September 26, 2002 that this key requirement of a subdivision application had not been submitted. (See Exhibit 1b and 1(letter dated 9/26/2002). On November 4, 2002, the County Environmental Health Office provided the applicant with a supplemental letter restating and detailing the hydrogeological study required by these Subdivision Regulations. (Exhibit 2.)

3. Contention: *The Director's Interpretation/Opinion fails to recognize that Monterey County deemed the Vista Nadura application complete prior to October 16, 2007, and County is bound by this determination.*
Response: The record shows a consistent series of letters to the applicant stating the application was incomplete, and remains incomplete. as detailed in Attachment A and the documents attached thereto.

4. Contention: *The Director's Interpretation fails to recognize that the applicant proposed to utilize available public sewer capacity for wastewater, and provided a can and will serve letter to that effect, eliminating any need for a hydrogeological report related to the potential impact of wastewater discharge*

associated with septic systems or discharge of wastewater into the soil.
Response: The record shows that a sewer service "can and will serve" letter has not been received. The County has requested documentation to confirm that the proposed project will be allowed to connect to the Carmel Area Wastewater District (CAWD), which may first require that the project site be annexed into the CAWD service area. Provided sewer service is assured, the project hydrogeological report would not need to assess potential impacts of onsite wastewater discharge from septic systems, but the requirement for information about water supply would remain.

5. Contention: *Director's Interpretation/Opinion fails to recognize that the hydrogeological report was not required by Section 19.03.015L.3.A of the Monterey County Codes (Title 19 Subdivisions, non-coastal), as the County never indicated in writing such a report would be required prior to the application being deemed complete by that section.*
Response: The application checklist required "hydrological evidence … to show evidence of water quality and quantity" and "proof of an assured long-term water supply in terms of sustained yield and adequate quality" for the proposed lots, and a description of the proposed water source. (Exhibit 1a.) See also letters dated 9/26/2002 and 11/4/2002, stating the hydrogeological report was required and had not been submitted. Exhibits 1 and 2.

6. Contention: *Director's Interpretation/Opinion fails to recognize applicant's use of existing water credits and entitlements and deeded water rights from Cal Am's predecessor in interest to provide water… and that, therefore, no hydrogeological report is required.*
Response: Section 19.03.015L.1.A.1 requires the Water Use Nitrate Loading Impact Questionnaire to be accompanied by verification of legal water rights to the quantity of water necessary to assure an adequate and reliable drinking water supply. The record shows that water rights verification has been requested repeatedly and remains outstanding. Water rights information would be evaluated in the hydrogeologic report. Applicant must identify the source of water for the proposed project in order for the County to evaluate the impacts of the project. As explained to applicant in 2002, because the Initial Water Use and Nitrate Impact Questionnaire indicated that the project would result in an increase in water use, the hydrogeologic report is needed to demonstrate the existence of a long term water supply for the proposed project. (Exhibit 2.)

7. Contention: *Director's Interpretation/Opinion fails to acknowledge that various County representatives asserted numerous false, inaccurate and changing grounds in support of*

their claims the appellant's application was not complete.
Response: Applicant has not provided evidence that County staff asserted false or inaccurate or changing grounds for application incompleteness. The County consistently informed the applicant that the project application was not complete. In 2006, 2007, 2008, and 2010, staff was still requesting the outstanding water supply information. **(**Exhibits 8, 10, 12, 13, 14, and 15**.)** In an effort to resolve the bottleneck in processing the project, In 2006, County staff offered to proceed to prepare an EIR for the application and the County selected an EIR consultant, but the applicant did not respond or submit the required deposit to begin the work. (Exhibits 23 and 24.) See generally Attachment A and exhibits thereto.

8. Contention: *Director's Interpretation/Opinion fails to recognize that there were County representatives who expressly told appellant's agents that they would never allow appellant to obtain a permit, regardless of the applications merits.*
Response: The County has no record of this allegation. After adoption of the 2010 General Plan, County staff outlined options for proceeding, but staff did not refuse to process the application. (Exhibit 24.) Because the application remains incomplete, it has not been processed to hearing before the County decision-makers, so any allegation about a decision County will make on the application itself is premature and speculative. County is willing to process the application but requires information from the applicant to do so, as County has stated repeatedly.

9. Contention: *The County approved and issued final development and subdivision permits for their friend and ally, on a project about one mile away from appellant's project, with less information and evidence as to water rights and wastewater discharge than presented by appellant in its application.*
Response: Appellants are referring to the September Ranch subdivision (PC95062), which they contend was not required to provide proof of water supply before being deemed complete for processing. Appellant attaches a copy of *Save Our Peninsula Committee v. Monterey County Board of Supervisors,* 87 Cal. App 4th 99 (2001), a published decision about the 1995 September Ranch application, but draws the wrong lesson from that case. The original September Ranch subdivision application (PC95062) was submitted and deemed complete in 1995. The EIR was revised subsequently (PLN050001) as a result of the litigation referenced above, but since the revision of the EIR was to satisfy the court directives, the September Ranch project retained its original completion date and was processed under the pre-2000 Subdivision regulations. Nonetheless, a very thorough analysis of water supply and water demand was required and done for the September Ranch project prior to the Board's approval of the September Ranch subdivision application in 2010 (Resolution No. 10-312).

Appellant cites the *Save Our Peninsula Committee* opinion to show the level of water information which County required to deem an application complete at that time. However, the Agha application was submitted years after the September Ranch application, after County had amended Title 19 regulations to require a hydrogeologic report. Different regulations applied in 1995 when the September Ranch application began as compared to 2002 when Mr. Agha submitted his application. By 2002, the Board of Supervisors had amended Title 19 to require a hydrogeologic report, prepared by a hydrogeologist under contract to the County at applicant's expense, as a prerequisite for finding a subdivision application complete. Moreover, the *Save Our Peninsula Committee* decision itself –issued in 2001 before the Agha application was submitted-- held that County's EIR analysis of water issues for the first September Ranch project had been deficient. The court emphasized the importance of identifying and substantiating the baseline water conditions, based on substantial evidence, as necessary for an EIR to meaningfully analyze the environmental impacts of a project.

The County's ensuing processing of the September Ranch application after the issuance of the *Save Our Peninsula Committee* opinion in fact demonstrates that County is not singling out Mr. Agha for extra burdensome treatment or requesting more information of Mr. Agha than County ultimately needed to process the September Ranch process successfully. Following the court decision referenced above, in roughly the same early 2000s time frame as when Mr. Agha's application was deemed incomplete, the County required an extensive hydrogeologic analysis for the September Ranch application. The County then certified a new EIR for the September Ranch project and approved a modified September Ranch project in 2006. The 2006 September Ranch EIR was also challenged in litigation, and the court required additional analysis to support the water demand calculation. The County then prepared an extensive water demand analysis for the September Ranch EIR, certified the augmented EIR, and approved the project again in 2010. The history of the September Ranch application and the court decision in *Save Our Peninsula Committee v. Monterey County Board of Supervisors* support County's requirement for applicant Agha to provide adequate hydrogeologic information in order for County to process and prepare environmental review of his subdivision application; it does not support reducing County's information requirements at the application stage, as appellant appears to argue.

10. <u>Contention</u>: *Director's Interpretation/Opinion fails to recognize that the County lost and misplaced the vast majority of its file and documents related to appellant's application and then claimed that there was no evidence that the requested information had been timely provided by*

appellant in conjunction with its application.
Response: In November and December 2007, EHB acknowledged in letters to the applicant that the multiple documents were not available in EHB records and confirmed receipt of a packet of documents reported by the applicant to have been furnished previously. The letter went on to clarify that the documentation did not satisfactorily address the outstanding information identified in the 2002 or 2006 incomplete memos from EHB and reiterated the outstanding information necessary to make a complete application. (Exhs. 9 and 10.)

11. Contention: *The Director's Interpretation/Opinion fails to recognize and acknowledge that the County failed to timely act upon and respond to the full and complete information submitted by appellant in conjunction with its application, waiving any right of the County to claim that the application was incomplete and waiving any right to deny appellant the permits and approvals requested.*
Response: The record shows that the County has consistently responded to the information submitted by the applicant. (Attachment A and exhibits thereto.)

12. Contention: *The Director's Interpretation fails to recognize and acknowledge that appellant provided the County with a hydro-geological report and survey, provided proof of vested water rights, provided the County with well tests and reports, and provided the County with all other information required to establish the application as complete.*
Response: The record shows that a hydrogeologic report has not been prepared under contract with Monterey County, nor has the County determined that one would not be required, in accordance with Section 19.03.015.L.1.B. Section 19.03.015.L explicitly requires an independent hydrogeologic report, prepared under contract with the County, paid for by applicant; a report prepared by applicant or applicant's agents does not satisfy the requirement set forth in County regulations The record shows that water rights verification has been requested repeatedly and remains outstanding. The record shows that some water quality testing has been completed but that source capacity testing remains outstanding.

13. Contention: *The Director's Interpretation/Opinion fails to recognize and acknowledge that appellant was not provided with an application checklist that identified any information that the appellant did not provide to the County as part of the application.*
Response: The application checklist required, among other things, evidence of water quality and quantity, "proof of an assured long-term water supply in terms of sustained yield and adequate quality" for the proposed lots, and a description of the proposed water source. Exhibit 1a. The County has consistently advised

the applicant, beginning on 9/26/2002, that this key requirement of a subdivision application had not been submitted. (See Exhibit 1, letter dated 9/26/2002). On 11/4/2002 the County Environmental Health Office provided the applicant with a supplemental letter restating and detailing the hydrogeological study required by the Subdivision Regulations. (See Exhibit 2.) See also, Exhibit 8 (8/3/2006 letter to applicant from RMA listing missing information required by Environmental Health Bureau to deem application complete); Exhibit 10 (12/27/07 letter to applicant listing in detail the missing information related to water supply and other issues).

14. Contention: *The Director's Interpretation/Opinion fails to recognize and acknowledge that the County at times failed and refused to accept and/or consider documents and information submitted and provided by the appellant in conjunction with its application on improper and wrongful grounds.*
Response: The County is unaware any refusal to accept documents and information. See 12/2007 and 3/2008 letters from Environmental Health. (Exhibits 10 and 12.)

15. Contention: *The Director's Interpretation/Opinion fails to recognize and acknowledge that the County failed to follow its own policies, ordinances, rules, regulations, procedures and practices in conjunction with the application, as well as state laws, rules, regulations, procedures and practices.*
Response: The County has followed state law and its own rules and regulations.

16. Contention: *The Director's Interpretation/Opinion fails to recognize and acknowledge that the County treated appellant's application less favorably than it treated the applications submitted by others and imposed hurdles, impediments and other conditions upon appellant's application that were not imposed on other applicants, for the purpose and intent of discriminating against and harming appellant and impeding the application.*
Response: The County denies that it treated this applicant less favorably than or different than other applicants. There has been no discrimination or intent to discriminate against this applicant, and applicant has not provided evidence of intent to discriminate based on protected class status, nor has appellant, a limited liability corporation, supplied proof of intent to discriminate against the corporation. The reason for County's actions, which is well documented in two decades of correspondence and explained multiple times to applicant, is that applicant failed to provide the information which County regulations require of subdivision applications to deem the application complete. The County required the hydrogeologic report in accordance with County's regulations (Title 19, as

cited above), and the County's requirements applied equally to this applicant as to other subdivision applicants. For example, other subdivision applications during the relevant time frame which were required to include the hydrogeologic report include: Harper Canyon (PLN000696), Madison (PLN020186), Pacific Mist (PLN 040691) and Heritage Oaks, (PLN 980503). If this contention is meant to refer to the September Ranch application, see Response 9 above.

17. Contention: *The Director's Interpretation/Opinion fails and refuses to fairly consider and acknowledge the validity of the facts, law and information submitted in conjunction with appellant's extensive submissions in support of its request for a Director's Interpretation/Opinion regarding the completion of appellant's application and the date thereof.*
Response: The entire record shows that the County staff has consistently reviewed applicant's submissions and found they do not meet the requirements of the Subdivision Regulations. See Attachment A and exhibits thereto; see also responses above.

d) The Monterey County Board of Supervisors held a duly noticed public hearing on the Vista Nadura application completeness appeal on December 9, 2020. After testimony from the appellant and public, the Board of Supervisors voted unanimously to adopt a motion of intent to find the application incomplete and continued the hearing to January 26, 2021 wherein the Board adopted this resolution and the findings herein. In addition to the 17 contentions raised in the Planning Commission appeal, responded to above, the Board responds as follows to the five summary contentions appellant states in its appeal to the Board of Supervisors:

1. Contention: *The County mis-identified the date of the applicant's Application which was filed on 8/1/01 and that the Application was complete prior to October 16, 2007, and [staff] misapplied section 19.03.15.L.3 of the Monterey County Code*;
Response**:** Correspondence from applicant's representative from August 23, 2002 shows that County and applicant were communicating about the requisites for application submittal in August 2002, which shows applicant contemporaneous recognition that the application had not yet been submitted as of August 23, 2002. (Exhibit E to Hart's Oct. 16 letter.)
Response**:** Appellant contends the subdivision application should not have been deemed incomplete due to the failure to include the information required by section 19.03.15.L.3 of the Monterey County Code. Appellant contends this was not the proper procedure or standard in place at that time, rather, the application should have been deemed complete before October 16, 2007, when the applicant pointed to a proposed source of water supply. Appellant asserts that the actual sufficiency and viability of the water supply was not a precondition of deeming the application complete, rather it was an issue to be evaluated and examined during the project review, environmental review process under CEQA, and approval/denial

process. However, in requiring a hydrogeologic report before deeming the application complete, EHB was implementing County regulation. Section 19.03.015.L.3.A of Title 19 (non-coastal subdivision ordinance) of the Monterey County Code requires that "Prior to an application being deemed complete, a hydrogeologic report based on a comprehensive hydrological investigation shall be prepared by a certified hydrogeologist, selected by the County and under contract with the County, at the applicant's expense." In the Project Referral Sheet accompanying the September 26, 2002 incomplete letter, ERB staff notes that the hydrogeologic report is necessary because the Initial Water Use Questionnaire indicates that the proposed project could result in intensification of water use. **(**Exhibit 1.) In 2006, 2007, 2008, and 2010, staff was still requesting the outstanding water supply information. **(**Exhibits 8, 10, 12, 13, 14, and 15**.)** In 2006, staff offered to proceed to prepare an EIR for the project and selected an EIR consultant, but the applicant did not pursue this opportunity. (Exhibits 23 and 24.)

2. Contention: *The County failed to accept applicant's Application when submitted on 8/23/02 requiring communication from Applicant's legal counsel;*
Response: County staff correspondence dated August 21, 2002 shows that County informed applicant that County was preparing the application checklist so that applicant could submit its application **(**Exhibit E to Hart's Oct. 16 Letter**),** and the County did accept the application on August 26, 2002. **(**Exhibit lb.)
3. Contention: *The County failed to timely notify applicant in writing within 30 days after submission of its application of the completeness of the application, rendering the application complete by operation of law pursuant to Government Code section 659443(b);*
Response: The documents show that a planner accepted the application on August 26, 2002 and sent a letter dated September 26, 2002 stating that the application is incomplete. (Exhs. 1b and 1.) September 26 is 31 days after the application submittal. Government Code section 65943(a) provides that if the written determination that the application is incomplete is not made "within 30 days after receipt of the application, and the application includes a statement that it is an application for a development permit, the application shall be deemed complete." However, the statute of limitations to challenge application incompleteness on this basis has long since passed (Gov't Code §§65009 and 66499.37 [90 day statute of limitations].). The applicant did not challenge the missed deadline within the statute of limitations and continued to communicate with staff thereafter, acquiescing in staff's determination. Moreover, the provision of the incomplete letter on the 31st day, rather than the 30th day, 18 years ago is not prejudicial, as applicant had ample opportunity since then – and before the October 16, 2007 date on which applicant is focused – to provide the information required to render the application complete and still has the opportunity to provide the required information to render the application

complete.

4. Contention: *The Planning Commission failure to timely provide a written determination on the appeal within 60 days of the filing of the appeal on August 3, 2020 renders the application complete by operation of law pursuant to Government Code Section 65943(c); Appellant contends that the County missed this deadline because the Planning Commission's resolution on its appeal was mailed on October 15, 2020, after the 60 days.*
Response: Government Code section 65943(c) requires a final determination in writing on the appeal of application incompleteness within 60 days of the filing of the appeal, or the application is deemed complete by operation of law. The County Planning Commission heard the appellant's application completeness appeal and made its final determination on September 30, 2020, within 60 days from the filing of the appeal.

The written staff report and resolution, which the Commission adopted with one alteration made orally at the hearing, were provided to the applicant at or before the September 30, 2020 hearing date. Therefore, applicant received the written determination within the 60 days. Clerical finalization of the resolution (recording the vote and obtaining the Chair's signature) and mailing of the resolution are ministerial functions, so the fact that the resolution was mailed on October 15, 2020, does not trigger the automatic completion date. In any event, applicant has appealed the Planning Commission's determination, so the Board's determination will control.

5. Contention: *The Application was determined complete by the County but recommended for denial.*
Response: Appellant is referring to a memo dated July 12, 2011 from EHB to RMA stating the application is complete with recommendation for denial because applicant has not provided information demonstrating a long-term sustainable water supply. (Exhibit G to Appeal.) However, there is a second, later memo dated November 15, 2011 from EHB to RMA stating the application is incomplete with recommendation for denial for the same reasons. (Attachment A, Exhibit 16.) These contradictory memoranda are not conclusive proof, but in any event, if the July memo were the basis for a completeness determination, it would be evidence for a July 2011 completeness date, not an earlier date.

4. FINDING: The application status determination is not a project under CEQA Guidelines Section 15378(b)(5).

EVIDENCE:
a) Application completeness determination does not constitute approval of the subdivision application or commit the County to approval of the subdivision. Environmental review of the application would occur during the processing of the application.
b) The determination is an administrative activity that will not result in direct or indirect physical changes in the environment.

NOW THEREFORE BE IN RESOLVED, the Board of Supervisors of the County of

Monterey does hereby:

1. Certify that the above findings are true and correct based on all of the documentary evidence, the testimony, the responses to appeal contentions herein, and the administrative record as a whole, including Attachment A and its exhibits, which are attached to this resolution and incorporated herein by reference.

2. Deny the appeal by Vista Nadura LLC and Nader T. Agha from the Monterey County Planning Commission's September 30, 2020 determination that a subdivision application filed by Durrel and Nader Agha (PLN990274) was incomplete prior to October 16, 2007 and remains incomplete; and

3. Find that the application (Agha/PLN990274) for a Standard Subdivision to subdivide three lots totaling 50 acres into 20 lots ranging in size from 1.1 acres to 8.5 acres was not deemed complete prior to October 16, 2007 and continues to be incomplete pursuant to Government Code Section 65943 (the Permit Streamlining Act) and Monterey County Code Chapter 19.03.

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor _____ and carried this ____ day of _____ by the following vote, to wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book _____ for the meeting on January 26, 2021.

Date:
File Number:

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

By_____

_____

Deputy

Attachment A

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Vista Nadura Subdivision Application

KEY DATES/ACTIONS

6/10/1999	Application Request submitted, assigned case number PLN990274
09/2000	BOS adopts Ordinance 4082 amending MCC Chapters 19.03 and 19.04 setting forth procedures for a tentative map, including a hydrogeological report required prior to an application being complete.
6/10/1999	Application Request Form Submitted Exhibit 1b.
7/6/2001	Application request "Given Out" Exhibit 1a.
8/26/2002	Application Submitted Exhibit 1b.
9/26/2002	Incomplete letter issued noting 1) the subdivision is located in water sub basins 31 and 32. Sub basin 32 is subject to a subdivision prohibition adopted by the County in Feb. 1983, 2) no documentation of source of water supply, 3) Lack of soils study and report for each lot, and 4) Project description is not complete. Exhibit 1
11/4/2002	Supplemental letter from Environmental Health Office reiterating that the applicant must provide map overlays showing the proposed subdivision location in the two sub basins, and related soil percolation test results. Also reiterated was the requirement for a project-specific hydrogeological report to demonstrate the existence of a long-term water supply for the subdivision. The report was to be prepared by a hydrogeologist under contract with the County. It was specifically stated the application would be deemed incomplete until such report was completed and accepted by Environmental Heath. Exhibit 2
4/15/2003	Letter from Bestor Engineers (Applicant's engineer) urging reconsideration of requirement of the hydrogeological report to demonstrate long range water supply. based on historic land use of the property and their related water consumption. Health Department notes they have no record of this letter and marked it received on November 9, 2007. Exhibit 3
3/18/2005	Letter from attorney Robert E Rosenthal withdrawing proposed 172 unit multifamily rezoning and discussing status of Vista Nadura subdivision application. Exhibit 4
4/6/2006	Bestor Engineers submits supplemental data for water system. Exhibit 5
4/20/2006	Letter from County Planning regarding additional information needed. Exhibit 6
7/10/2006	Letter from Bestor Engineers responding to county request for additional information. Exhibit 7
8/3/2006	Letter from County Planning stating all departments have deemed the application complete except the Health Department. Health Department requires information on I) Complete project description related to sub basins, 2) Additional soils information, 3) Documentation of water supply, 4) Method of sewage disposal and proposed Community Septic System not acceptable. Exhibit 8
11/9/2007	Information submitted by applicant to Health Department addressing required data. (Same letter dated 7/10/2006).
11/30/2007	Detailed letter from Health Department identifying incomplete information for: wastewater management, water supply, project description, and related tentative map requirements. Exhibit 9
12/27/2007	Revised letter from County Health Department reiterating the application is incomplete due to lack of information listed in their referral of 7/31/2006.(listed in County Planning letter of 8/3/2006). Exhibit 10
2/21/2008	Bestor Engineers submits response to County Health Department letter of 12/27/2007. Response clarified the project description is to include 7 inclusionary housing units on lot 20; 1982 map showing subdivision location in sub watersheds; soil and percolation testing reports, well pump test, drain-field and septic information. Exhibit 11

3/18//2008 County Health Department letter to applicant stating Bestor Engineers had updated the project description but other required application information had not been submitted. Exhibit 12

6/4/2008 County Health Department letter to applicant summarizing required information on the: sub basins overlaid by the subdivision proposed septic fields, wastewater management, water supply verifying water rights for existing well and other data as detailed in March 18,2008 letter. Exhibit 13

9/4/2008 Letter from Health Department to applicant confirming a phone conversation of 8/28/2008 wherein applicant stated he wished to address sewage issues by deleting drain fields and connecting to Carmel Area Wastewater District (CAWD). Letter stated Can and Will Serve Letter from CAWD required to be documented. Water supply issues still not addressed. Exhibit 14

12/17/2010 Letter from Environmental Health Department documenting phone conversation regarding letters sent to applicant by the Planning Department. Staff was directed by the Board of Supervisors to recommend denial of all proposed subdivisions in Carmel Valley. On October 26, 2010, the Board of Supervisors adopted the 2010 Monterey County General Plan, under which Carmel Valley subdivision project applications that remain incomplete as of Oct.16, 2007 are to comply with the 2010 General Plan policies LU-1.19, CV- 1.6,CV-2.18, CV-2.19 and CV-5.5. Previously documented reports and technical information remain outstanding. Regarding wastewater disposal, an Oct 23, 2008 letter from the Carmel Area Wastewater District stated the project will have to apply to amend the CAWD Sphere of Influence in order to be annexed into the district. Exhibit 15

11/15/2011 Memorandum from Roger Van Horn, Environmental Health Dept. to Robert Schubert, Planning Department stating that Environmental Health considers the project incomplete with recommendation for denial due to lack of proof of a sustainable long-term potable water supply. Exhibit 16
This memorandum is identical to the July 12, 2011 memorandum except that the November 2011 memo changes the word "complete" to "incomplete." Exhibit 16a.

5/31/2016 Project Referral Sheet from Environmental Health Bureau stating the application is incomplete. Can and Will Serve Certification from CAWD has not been submitted by the applicant to show CAWD will provide sewer service to the project. Proof of Long-Term Sustainable Water Supply and Adequate Water Supply System pursuant to General Plan

policy PS 3.2 has not been submitted. Exhibit 17

5/11/2017 Letter from Paul Hart of Moncrief and Hart, attorney for applicant, requesting a written opinion on whether the application for Vista Nadura was, or should have been, deemed complete prior to October 16, 2007. Exhibit 18

1/24/2018 Letter from John M Dugan, RMA Deputy Director summarizing the history of the project and requesting evidence that the Environmental Health Bureau information requirements had been met to deem the project application complete. Exhibit 19

3/19/2019 Letter from Paul Hart responding to the letter of 1/24/18 and requesting a Director's Interpretation which would find the application complete prior to October 16, 2007. Documentation provided which applicant contends supports their contention that the application should have been deemed complete sometime in 2002 or 2003. Exhibit 20

11/4/2019 Memorandum from Bryan Escamilla Environmental Health Bureau restating and partially revising (ie, reducing) items required to be addressed prior to the project being deemed complete under the 2010 General Plan. Exhibit 21

4/1/2020 Letter to Paul Hart from John Dugan stating prior staff determinations are accurate and application remains incomplete. Exhibit 22.

Additional letters:

12/22/2006 Letter from Bob Schubert to Nader Agha concerning selection of EIR Consultant. December 22, 2006 Exhibit 23

10/28/2010 24 Letter from Bob Schubert to Nadar Agha stating options for processing the subdivision and stating RMA had not received a response about selecting an EIR Consultant. Exhibit 24.

Exhibit 1

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MONTEREY COUNTY

PLANNING AND BUILDING INSPECTION DEPARTMENT
☐ 240 CHURCH STREET, SALINAS, CA 93901 PLANNING: (831) 755-5025 BUILDING: (831) 755-5027 FAX: (831) 755-5487
MAILING ADDRESS: P.O. BOX 1208, SALINAS, CA 93902
☐ COASTAL OFFICE, 2620 1st Avenue, MARINA, CALIFORNIA 93933 PLANNING: (831) 883-7500 BUILDING: (831) 883-7501 FAX: (831) 384-3261

SCOTT HENNESSY, DIRECTOR

September 26, 2002

Nader Agha
542 Lighthouse Ave.
Pacific Grove, CA. 93950

Subject: Vista Nadura Subdivision (PLN990274)

Dear Mr. Agha:

This is to notify you that a staff review of your application finds it to be incomplete, and more information is necessary. A list of the additional information required is attached and must be received in this office and found adequate by the Planning and Building Inspection Department before processing can begin.

Copies of all interdepartmental review comments and requirements are attached for your information. Some of these sheets indicate additional materials are necessary before the project can be deemed complete.

Should you have any questions, please call me at (831) 883-7560.

Sincerely,

Patrick Kelly, AICP
Associate Planner

Project Referral Sheet

Planning & Building Inspection Department
Coastal Office
2620 First Ave
Marina, California .
(831) 883-7500

TO: FIRE DEPARTMENT HEALTH DEPARTMENT
PUBLIC WORKS WATER RESOURCES AGENCY
PARKS DEPARTMENT OTHER: _____

Please Submit your recommendations for this application by: Monday, September 23, 2002
Project Title: AGHA DURELL D TR
File Number: PLN990274
File Type: SUB
Planner: KELLY
Location: Carmel Valley Road
Assessor's No: 169-011-009-000-M
Project Description:
Standard Subdivision Tentative Map for the subdivision of an existing lot of record of 50 acres into 20 lots ranging in size from 1.1 acres to 5.2 acres, including grading for the construction of 20-foot wide access road; and a Use Permit for development on slopes greater than 30 percent (access road). The property is located north of Los Arboles Road (Assessor's Parcel Number 169-011-015), Mid Carmel Valley area, Carmel Valley Master Plan area.
Status: COMPLETE/INCOMPLETE (highlight one)
Recomended Conditions:

The Health Department has reviewed the above referenced application and has considered the application incomplete. The following reports and/or information are needed prior to considering the application complete.

1) Provide a map of the proposed subdivision. Upon receipt of the map, the project's location in the Carmel Valley Wastewater Study(Montgomery Study) will be determined and additional information or requirements may apply.
2) Provide to the Director of Environmental Health certification and any necessary documentation that California American Water Company can and will supply sufficient water flow and pressure to comply with both Health and fire flow standards.
3) Provide evidence to the satisfaction of the Director of Environmental Health that the water source for the mutual system meets applicable State and County standards for water quantity and quantity.
4) Since the Initial Water Use Questionaire submitted indicates an intensification of water use, a determination shall be made by a hydrogeologist under contract to the County as to the requirement for any additional water resources information. If any hydrologic or hydrogeologic reports are deemed necessary, the County will contract directly with qualified consultants, at the applicant's expense, upon request of the applicant. A written request to the Division of Environmental Health is necessary to commence with the preparation of a scope of work.
5) Please contact Roger Beretti at 755-4570 to arrange an on-site visit to determine septic system feasibility of the proposed project as per Chapter 15.20 MCC (Septic Ordinance) and "Prohibitions", Central Coast Basin Plan, RWQCB.
6) Soil excavations must be performed on each lot and witnessed by a representative of the Division of Environmental Health. Contact Roger Beretti at 744-4570 to schedule and determine the scope of work.
7) Submit two copies of a soils and percolation testing report for review and approval by the Division of Environmental Health to prove that the site is suitable for the use and that it meets the standards found in Chapter 15.20 MCC (Septic Ordinance), and "Prohibitions", Central Coast Basin Plan, RWQCB. Contact the Division prior to proceeding to determine the scope of work and to oversee soil testing. The testing and report format shall be completed as per the adopted soil report policies of the Department.

Signature: Roger Beretti via email _____ **Date:** September 23, 2002
Please return original to Planning & Building Inspection and make a copy for your records.

Exhibit 1a

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Monterey County Planning and Building Inspection Department
240 Church Street, Room 116
P.O. Box 1208
Salinas, CA 93902
755-5025

Water

Nitrate

Instructions and Development Project Application Procedure for Minor Subdivisions (Tentative Parcel Map) and Standard Subdivisions (Tentative Map)

The following materials, data and reports are required for submittal of your development project application where noted. **This form must be returned with your application.**

1. ✓ Filing Fee See attached

2. 10 Copies of a completed development project application as prescribed by the Director of Planning and Building Inspection.

3. 10 Copies of the tentative map or tentative parcel map. All maps shall be folded to an approximate size of 8½"x11". If multiple pages, the maps shall also be stapled and collated.

4. ✓ Two copies of a slope density analysis map of the proposed project that shows the following slope categories and a tabulation of the total area (acres or square feet) within each category as specified by the Monterey County General Plan and any amendments to the Plan including Coastal Land Use Plans as certified by the State of California. The categories for the countywide General Plan are as follows: 0-19.9%, 20-29.9%, and 30%+. The following categories shall apply to the Big Sur Land Use Plan area east of State Highway 1; under 15%, over 30%. The map shall be of the same scale of the tentative map or tentative parcel map.

5. ~~Two copies of a slope analysis map indicating all areas greater than 25% slope (North County Land Use Plan Area Only). The map shall be the same scale as the tentative map or tentative parcel map.~~

6. ✓ One copy and the original of the Inclusionary Housing Compliance Form.

7. ✓ One transparency of each page of the tentative parcel map or tentative map (Maximum size: 8½"x11").

8. ✓ A photocopy of the Assessor's parcel page(s) showing the parcel involved and parcels within 300' of the subject property. Applicants must indicate on the Assessor's map which parcels are included on the list of property owners.

9. ✓ A list of the names, addresses, and Assessor's parcel numbers of all property owners within 300 feet of the property, including the owner of the subject property for which this application is filed. The list shall be taken from the most recent records of the Monterey County Assessor. If the project is located in the Coastal Zone the list must include tenants within 300 feet of the subject property.

10. 2 sets Sets of pre-addressed stamped envelopes to be sent (no return address) to all persons listed on the Assessor's parcel page within 300 feet of the subject property, including the applicant, owner, representative and tenants (Coastal Zone Only).

11. ✓ Two copies of preliminary title report showing the legal owners at the time of submittal of the tentative map application.

12. ✓ Four copies of a preliminary soils report by a registered civil engineer based upon adequate test borings. If the preliminary soils report indicates the presence of critically expansive soils or other soils problems which, if not corrected, would lead to structural defects, the Director of Planning and Building Inspection may require a soils report investigating each lot within the subdivision. This soils investigation report shall recommend corrective action which is likely to prevent structural damage to each structure proposed to be constructed in the area where such soils problems exist as well as precautions required for erosion control and prevention of sedimentation and damage to adjacent property. (See attached information from the Health Department).

13. ✓ If sewage disposal for the proposed subdivision will be provided by a public or private entity, a letter or document shall be submitted from the entity to the Division of Environmental Health and the Director of Planning and Building Inspection stating that the entity can and will serve the proposed subdivision. The public entity must comply with all state and county allocation and capacity requirements. The letter or document shall also state the expiration date of such a commitment. In the event that an individual sewage disposal system will be utilized, preliminary percolation testing and soil profile analysis shall be required to be submitted along with a tentative map application. The report shall analyze at least one soil profile analysis test per lot and one percolation test hole per two lots. Soil profile analysis may be reduced if conformity to a given soil type can be established. The report submitted shall demonstrate the feasibility of the proposed lot design and density and shall address nitrate loading of subsoil surfaces when septic systems are proposed. The soil tests and percolation tests shall meet the standards of the Division of Environmental Health. The applicant shall also provide proof that sewage disposal systems, both individual and package, for all lots which are proposed to be created through subdivision will not exceed nitrate and chemical loading levels in aquifers pursuant to the Regional Water Quality Control Basin Plan. If wastewater reclamation is proposed for a subdivision, the reclamation system must comply with the Basin Plan and the California Administrative Code subject to the review of the Director of Environmental Health. (See attached information from the Health Department).

Septic

14. ✓ If water for the subdivision will be provided by a public utility or existing water system, a letter or document from the utility or water system shall be submitted to the Director of Division of Environmental Health indicating that the utility can and will serve the proposed subdivision. The public entity must comply with all state and county allocation and capacity requirements. The letter or document shall also state the expiration date of such a commitment. Hydrological evidence shall be submitted to the Director of Division of Environmental Health to show evidence of water quality and quantity. The

applicant shall also provide proof of an assured, long-term water supply in terms of sustained y adequate quality for all lots which are proposed to be created through subdivisions. The water must meet both water quality and quantity standards expressed in Title 22 of the California Admi tive Code and Title 15.04 of the Monterey County Code subject to review of the Director of Env mental Health. (See attached information from the Health Department).

4 15. ✓ ~~Four~~ two copies of a detailed geological report prepared in conformance with California Division of Min and Geology standards, that addresses seismic hazards, faulting, slope stability and liquefaction potential and contains measures recommended by the geologist for any geologic hazards that are shown as a result of the report. The report shall be prepared by a California registered geologist. The report shall be subject to the approval of the Director of Planning and Building Inspection. In the case of a minor subdivision, a preliminary geologic report shall be required where it is determined that the subject project lies within a zone IV to VI geologic hazard.

All below

16. ___ ~~Three copies of an archaeological report prepared by a certified archaeologist (SOPA, Society of Professional Archaeologists) where the proposed project is located in a "moderate or high sensitivity" archaeologic zone as shown on an archaeological sensitivity map of the General Plan, Area Plan or Coastal Land Use Plan.~~

17. ___ ~~In the event the proposal is for the conversion of a mobile home park to another use, a report as prescribed by Government Code Section 66427.4 shall be submitted to address the impact of the conversion upon displaced residents of the mobile home park to be converted.~~

18. ✓ A description of prior development activity on the site such as the removal of any vegetation, grading, etc. which may affect the proposed subdivision. Concept grading

X 19. ___ Other: TRAFFIC (REPORT), ARCHAEOLOGY (REPORT), DRAINAGE, LAND USE, WATER SOURCE, GEOLOGY—SOILS, HISTORIC RESOURCES, ETC. WILL BE ASSESSED IN AN INITIAL STUDY/SCOPING FOR THIS PROJECT. ALL INFO AVAILABLE WILL BE CONSIDERED. Forest Mangt.

Tentative Map/Tentative Parcel Map: Form and Contents

The tentative map or tentative parcel map shall be prepared in a manner acceptable to the Director of Monterey County Planning and Building Inspection by a registered civil engineer or licensed land surveyor and shall be submitted to the Planning and Building Inspection Department along with all required fees. The tentative map or tentative parcel map shall be clearly and legibly drawn and contain the following:

1. ✓ Title block located in the lower right corner of the map which shall contain the name "Tentative Map" or "Tentative Parcel Map" and the type of development proposed.

2. ✓ Name and address of legal owner, subdivider, and person preparing the map (including registration number if applicable).

3. ✓ Assessor's parcel number(s) of the subject property.

4. ✓ Date prepared, north arrow, scale 1" = 100' and contour interval. The scale of the map may be varied by the Director of Planning and Building Inspection if it is found that the project can be effectively illustrated at a different scale.

5. ✓ A vicinity map scale (1" = 2000') showing roads, towns, major creeks, railroads and other data sufficient to locate the proposed subdivision and show its relation to the community and the current surrounding land uses.

6. ✓ Existing topography of the proposed site, including but not limited to: The contour of the land at intervals of 5 feet of elevation up to 5% slope, or lesser contour intervals as may be approved by the Director of Planning and Building Inspection. Contours shall be indicated on contiguous property for a distance of 200 feet. Every fifth contour shall be a heavier weight line.

7. ✓ The approximate location and height of major vegetation and existing structures on the property and on adjacent parcels which might affect solar access to the site(s) proposed for development. Applicants shall indicate how many of the housing units in the proposed subdivision have full southwall solar access and any other information pertinent to solar access. Structures and trees to be removed shall be so indicated. (Tentative Maps Only.)

8. ✓ The location of the floodway and/or floodway fringe boundaries as well as the approximate location of all areas subject to inundation or storm water overflow and the location, width and direction of flow of each water course.

9. ✓ The location, pavement and right-of-way width, grade and name of existing streets or highways.

10. ✓ The widths, location and type of all existing easements.

11. ✓ The location and size of existing sanitary sewers, water mains, and storm drains. The approximate slope of existing sewers and storm drains shall be indicated. The location of existing overhead utility lines on peripheral county or private roads.

12. ✓ Proposed improvements shall be shown including but not limited to:

    A. The location, grade, centerline radius and arc length of curves, pavement and right-of-way width and proposed name of all streets. Typical sections of all streets shall be shown as well as an indication if they will be offered for dedication.

    B. The location and radii of all curb returns and cul-de-sacs.

    C. The location, width and purpose of all easements.

    D. The approximate lot layout and the approximate dimensions of each lot. The number of each lot shall be indicated and shall be numbered consecutively.

E. Proposed recreation sites, trails and parks for private or public use and other dedicated or reserved areas.

F. Proposed common areas and areas to be dedicated to public open space. Common areas and open space parcels shall be indicated by letter designation.

G. The location and size of proposed sanitary sewers, water mains, and storm drains and stormwater detention ponds. Proposed slopes and approximate elevations of sanitary sewers and storm drains shall be indicated.

H. Approximate location of all rivers, watercourses, drainage channels, drainage structures and reservoirs.

13. ✓ A subdivider's statement describing the existing and proposed use(s) of the property.

The subdivider's statement shall contain the following information and shall be on the face or first sheet of the tentative map or tentative parcel map or on a separate statement to be included with the application.

A. Existing zoning and proposed uses of the land;

B. Measures proposed regarding erosion control;

C. Proposed source of water supply and name of water system, method of sewage disposal and the name of sewage utility system, if sewered;

D. Indicate type of tree planting or removal proposed;

E. Proposed public areas to be dedicated and common area or scenic easements proposed. If common areas are proposed method of maintenance shall be stated;

F. Proposed height of all structures;

G. Proposed type development of lots or unit and whether they are for sale as lots or fully developed units.

14. ✓ The name or names of any geologist or soils engineer whose services were required in the preparation of the design of the tentative map or tentative parcel map.

15. ✓ If the subdivider plans to develop the site as shown on the tentative map in phases, a description of the proposed phases indicated on the map by a heavier weight line or included by reference in the subdivider's statement.

16. ____ Other: _____

NOTE: Your development project application will not be accepted for review unless all the applicable materials, data, and reports accompany the application.

An application for a discretionary permit does not entitle or grant the land use for which the application has been made.

The Director of Planning and Building Inspection may modify any of the foregoing tentative map or tentative parcel map requirements whenever the Director of Planning and Building Inspection finds that the type of subdivision is such as not to necessitate compliance with these requirements, or that other circumstances which justify such modifications.

Instructions and Procedures Given By:

M Whitney Date: 7-6-01

Received by: _____ Date: _____

Advisory Committee Notice

The Monterey County Planning Commission has appointed various citizen advisory committees to comment and recommend on development project applications. It is in your best interest to contact and attend the committee meeting.

Your application will be referred to the Carmel Valley Advisory Committee.

The contact person for this committee is _____ at _____, if you wish to attend.

PLEASE NOTE: It is your responsibility to contact the Advisory Committee.

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Exhibit 1b

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MONTEREY COUNTY

Planning and Building Inspection Department

240 Church St.; P.O. Box 1208, Salinas CA 93902 (831) 755-5025; Fax: (831) 755-5487

RECEIVED
JUN 10 1999
MONTEREY COUNTY
PLANNING AND BUILDING
INSPECTION DEPARTMENT

APPLICATION REQUEST FORM

Upon submittal of this Application Request Form, a planner will contact you to discuss your proposed application. In order to assist the planner in preparing for the appointment, please submit the information listed below with a $168.00 check **payable to the County of Monterey**. This fee will be credited to your application if the application is submitted within 6 months.

1. **Owner(s)**
   Name: Durrel & Nader Agha 594-9711 Nader
   Address: 592 Lighthouse Av (Holman Bldg)
   City: Pacific Grove State: Ca Zip: 93950 Phone: 646-1877
   Fax: 646 0898 Email:

2. **Representative(s)/Applicant(s)**
   Name: Carl Hooper (Bestor Engineers Inc)
   Address: 9701 Blue Larkspur Lane
   City: Mtry State: Zip: Phone: 373-2941
   Fax: 649 4118 Email: 0423-7681

3. **Property Address/Location:** Carmel Valley Road, east of Carmel Valley Manor

4. **Assessor's Parcel Number(s):** 169 011 009, 014 & 015

5. **Describe Proposal:** Subdivide 50 acres into 20 lots

6. **Submit a Conceptual Plot Plan indicating:**
   - Parcel Size, Dimensions, & Access
   - Existing and/or Proposed Buildings
   - Existing and/or Proposed Setbacks
   - Proposed Height of Structures
   - Contours (if applicable)
   - Existing and/or Proposed Use of Buildings
   - Existing/Proposed Wells & Septic Systems
   - Proposed Tree Removal (Size and Type)
   - Proposed Grading Estimate (cut & fill)
   - Other:

Applicant Signature: [signature] Date: 10 June 1999

Department Use Only

File #: 990274 Planner Assigned: Whitney
Zoning: LDR/2.5-D-S Date Submitted: 6-10-99
Area Plan: CVMP Submitted To: Lois / 6-10-99
Planning Team: Inland Given Out by: Lois / 6-10-99
Permits Required: Standard Subdivision (20 Lots)
Comments:

App_REQ2.doc (4/14/99)

Received by Pat Kelly 8/26/02 – Mon. Co. Planning does not certify that material submitted are as described or adequate, only that they were submitted.

MONTEREY COUNTY PLANNING AND BUILDING INSPECTION DEPARTMENT
SALINAS OFFICE ~ P.O. BOX 1208 SALINAS, CA. 93902
(831) 755-5025 FAX (831) 755-5487
COASTAL OFFICE ~ 2620 FIRST AVENUE, MARINA, CA. 93933
(831) 883-7500 FAX (831) 883-3261

Instructions and Development Project Application Procedure for Minor Subdivisions (Tentative Parcel Map) and Standard Subdivisions (Tentative Map)

The following materials, data and reports are required for submittal of your development project application where noted. **This form must be returned with your application.**

1. ✓ Filing Fee 15,958.

2. 27 Copies of a completed development project application as prescribed by the Director of Planning and Building Inspection.

3. 27 Copies of the tentative map or tentative parcel map. All maps shall be folded to an approximate size of 8½"x11". If multiple pages, the maps shall also be stapled and collated.

4. ✓ (on map, per applicant – not verified) Two copies of a slope density analysis map of the proposed project that shows the following slope categories and a tabulation of the total area (acres or square feet) within each category as specified by the Monterey County General Plan and any amendments to the Plan including Coastal Land Use Plans as certified by the State of California. The categories for the countywide General Plan are as follows: 0-19.9%, 20-29.9%, and 30%+.The following categories shall apply to the Big Sur Land Use Plan area east of State Highway 1; under 15%, over 30%. The map shall be of the same scale of the tentative map or tentative parcel map.

5. ____ ~~Two copies of a slope analysis map indicating all areas greater than 25% slope (North County Land Use Plan Area Only). The map shall be the same scale as the tentative map or tentative parcel map.~~

6. ____ One copy and the original of the Inclusionary Housing Compliance Form.

7. ____ One transparency of each page of the tentative parcel map or tentative map (Maximum size: 8½"x11").

8. ✓ A photocopy of the Assessor's parcel page(s) showing the parcel involved and parcels within 300' of the subject property. Applicants must indicate on the Assessor's map which parcels are included on the list of property owners.

9. ✓ A list of the names, addresses, and Assessor's parcel numbers of all property owners within 300 feet of the property, including the owner of the subject property for which this application is filed. The list shall be taken from the most recent records of the Monterey County Assessor. If the project is located in the Coastal Zone the list must include tenants within 300 feet of the subject property.

10. ____ Sets of pre-addressed stamped envelopes to be sent (no return address) to all persons listed on the Assessor's parcel page within 300 feet of the subject property, including the applicant, owner, representative and tenants (Coastal Zone Only).

11. ✓ Two copies of preliminary title report showing the legal owners at the time of submittal of the tentative map application.

12. ✓ Four copies of a preliminary soils report by a registered civil engineer based upon adequate test borings. If the preliminary soils report indicates the presence of critically expansive soils or other soils problems which, if not corrected, would lead to structural defects, the Director of Planning and Building Inspection may require a soils report investigating each lot within the subdivision. This soils investigation report shall recommend corrective action which is likely to prevent structural damage to each structure proposed to be constructed in the area where such soils problems exist as well as precautions required for erosion control and prevention of sedimentation and damage to adjacent property. (See attached information from the Health Department).

13. Septic, per applicant If sewage disposal for the proposed subdivision will be provided by a public or private entity, a letter or document shall be submitted from the entity to the Division of Environmental Health and the Director of Planning and Building Inspection stating that the entity can and will serve the proposed subdivision. The public entity must comply with all state and county allocation and capacity requirements. The letter or document shall also state the expiration date of such a commitment. In the event that an individual sewage disposal system will be utilized, preliminary percolation testing and soil profile analysis shall be required to be submitted along with a tentative map application. The report shall analyze at least one soil profile analysis test per lot and one percolation test hole per two lots. Soil profile analysis may be reduced if conformity to a given soil type can be established. The report submitted shall demonstrate the feasibility of the proposed lot design and density and shall address nitrate loading of subsoil surfaces when septic systems are proposed. The soil tests and percolation tests shall meet the standards of the Division of Environmental Health. The applicant shall also provide proof that sewage disposal systems, both individual and package, for all lots which are proposed to be created through subdivision will not exceed nitrate and chemical loading levels in aquifers pursuant to the Regional Water Quality Control Basin Plan. If wastewater reclamation is proposed for a subdivision, the reclamation system must comply with the Basin Plan and the California Administrative Code subject to the review of the Director of Environmental Health. (See attached information from the Health Department).

14. ✓ If water for the subdivision will be provided by a public utility or existing water system, a letter or document from the utility or water system shall be submitted to the Director of Division of Environmental Health indicating that the utility can and will serve the proposed subdivision. The public entity must comply with all state and county allocation and capacity requirements. The letter or document shall also state the expiration date of such a commitment. Hydrological evidence shall be submitted to the Director of Division of Environmental Health to show evidence of water quality and quantity. The

applicant shall also provide proof of an assured, long-term water supply in terms of sustained yield an adequate quality for all lots which are proposed to be created through subdivisions. The water supply must meet both water quality and quantity standards expressed in Title 22 of the California Administrative Code and Title 15.04 of the Monterey County Code subject to review of the Director of Environmental Health. (See attached information from the Health Department).

15. 4 Four copies of a detailed geological report prepared in conformance with California Division of Mines and Geology standards, that addresses seismic hazards, faulting, slope stability and liquefaction potential and contains measures recommended by the geologist for any geologic hazards that are shown as a result of the report. The report shall be prepared by a California registered geologist. The report shall be subject to the approval of the Director of Planning and Building Inspection. In the case of a minor subdivision, a preliminary geologic report shall be required where it is determined that the subject project lies within a zone IV to VI geologic hazard.

16. _____ Three copies of an archaeological report prepared by a certified archaeologist (SOPA, Society of Professional Archaeologists) where the proposed project is located in a "moderate or high sensitivity" archaeologic zone as shown on an archaeological sensitivity map of the General Plan, Area Plan or Coastal Land Use Plan.

17. _____ ~~In the event the proposal is for the conversion of a mobile home park to another use, a report as prescribed by Government Code Section 66427.4 shall be submitted to address the impact of the conversion upon displaced residents of the mobile home park to be converted.~~

18. _____ A description of prior development activity on the site such as the removal of any vegetation, grading, etc. which may affect the proposed subdivision.

19. _____ Other: TRAFFIC REPORT,

Tentative Map/Tentative Parcel Map: Form and Contents

The tentative map or tentative parcel map shall be prepared in a manner acceptable to the Director of Monterey County Planning and Building Inspection by a registered civil engineer or licensed land surveyor and shall be submitted to the Planning and Building Inspection Department along with all required fees. The tentative map or tentative parcel map shall be clearly and legibly drawn and contain the following:

1. _____ Title block located in the lower right corner of the map which shall contain the name "Tentative Map" or "Tentative Parcel Map" and the type of development proposed.

2. _____ Name and address of legal owner, subdivider, and person preparing the map (including registration number if applicable).

3. _____ Assessor's parcel number(s) of the subject property.

4. _____ Date prepared, north arrow, scale 1" = 100' and contour interval. The scale of the map may be varied by the Director of Planning and Building Inspection if it is found that the project can be effectively illustrated at a different scale.

5. _____ A vicinity map scale (1" = 2000') showing roads, towns, major creeks, railroads and other data sufficient to locate the proposed subdivision and show its relation to the community and the current surrounding land uses.

6. _____ Existing topography of the proposed site, including but not limited to: The contour of the land at intervals of 5 feet of elevation up to 5% slope, or lesser contour intervals as may be approved by the Director of Planning and Building Inspection. Contours shall be indicated on contiguous property for a distance of 200 feet. Every fifth contour shall be a heavier weight line.

7. _____ The approximate location and height of major vegetation and existing structures on the property and on adjacent parcels which might affect solar access to the site(s) proposed for development. Applicants shall indicate how many of the housing units in the proposed subdivision have full southwall solar access and any other information pertinent to solar access. Structures and trees to be removed shall be so indicated. (Tentative Maps Only.)

8. _____ The location of the floodway and/or floodway fringe boundaries as well as the approximate location of all areas subject to inundation or storm water overflow and the location, width and direction of flow of each water course.

9. _____ The location, pavement and right-of-way width, grade and name of existing streets or highways.

10. _____ The widths, location and type of all existing easements.

11. _____ The location and size of existing sanitary sewers, water mains, and storm drains. The approximate slope of existing sewers and storm drains shall be indicated. The location of existing overhead utility lines on peripheral county or private roads.

12. _____ Proposed improvements shall be shown including but not limited to:

A. The location, grade, centerline radius and arc length of curves, pavement and right-of-way width and proposed name of all streets. Typical sections of all streets shall be shown as well as an indication if they will be offered for dedication.

B. The location and radii of all curb returns and cul-de-sacs.

C. The location, width and purpose of all easements.

D. The approximate lot layout and the approximate dimensions of each lot. The number of each lot shall be indicated and shall be numbered consecutively.

E. Proposed recreation sites, trails and parks for private or public use and other dedicated or reserved areas.

F. Proposed common areas and areas to be dedicated to public open space. Common areas and open space parcels shall be indicated by letter designation.

G. The location and size of proposed sanitary sewers, water mains, and storm drains and stormwater detention ponds. Proposed slopes and approximate elevations of sanitary sewers and storm drains shall be indicated.

H. Approximate location of all rivers, watercourses, drainage channels, drainage structures and reservoirs.

13. _____ A subdivider's statement describing the existing and proposed use(s) of the property.

The subdivider's statement shall contain the following information and shall be on the face or first sheet of the tentative map or tentative parcel map or on a separate statement to be included with the application.

A. Existing zoning and proposed uses of the land;

B. Measures proposed regarding erosion control;

C. Proposed source of water supply and name of water system, method of sewage disposal and the name of sewage utility system, if sewered;

D. Indicate type of tree planting or removal proposed;

E. Proposed public areas to be dedicated and common area or scenic easements proposed. If common areas are proposed method of maintenance shall be stated;

F. Proposed height of all structures;

G. Proposed type development of lots or unit and whether they are for sale as lots or fully developed units.

14. _____ The name or names of any geologist or soils engineer whose services were required in the preparation of the design of the tentative map or tentative parcel map.

15. _____ If the subdivider plans to develop the site as shown on the tentative map in phases, a description of the proposed phases indicated on the map by a heavier weight line or included by reference in the subdivider's statement.

16. _____ Other: _____

_____

_____

NOTE: **Your development project application will not be accepted for review unless all the applicable materials, data, and reports accompany the application.**

An application for a discretionary permit does not entitle or grant the land use for which the application has been made.

The Director of Planning and Building Inspection may modify any of the foregoing tentative map or tentative parcel map requirements whenever the Director of Planning and Building Inspection finds that the type of subdivision is such as not to necessitate compliance with these requirements, or that other circumstances which justify such modifications.

Instructions and Procedures Given By:

_____ Date: _____

Received by:

_____ Date: _____

_____

Advisory Committee Notice

The Monterey County Planning Commission has appointed various citizen advisory committees to comment and recommend on development project applications. It is in your best interest to contact and attend the committee meeting.

Your application will be referred to the _____ Advisory Committee.

The contact person for this committee is _____ at

_____, if you wish to attend.

PLEASE NOTE: It is your responsibility to contact the Advisory Committee.

Exhibit 2

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Vista Madera

November 4, 2002

Nader Agha
542 Lighthouse Avenue
Pacific Grove, CA 93950

Subject: PLN 990274, Standard Subdivision

Dear Mr. Agha:

This letter is a follow up to our telephone conversation of October 23, 2002. During that conversation it was explained to you that, based on the Board of Supervisors Resolution dated February 15, 1983, subdividing is not allowed in Sub-Basin 32 as defined in the Carmel Valley Wastewater Study. A copy of the resolution was sent to you by facsimile. The proposed subdivision lies in sub basin 32 and 31. As previously mentioned sub basin 32 is closed for subdivisions. A map of the subdivision would have to be submitted to this Office with an overlay of the two sub basins so a determination of the possibilities of subdividing in sub basin 31 could be evaluated. Upon completion of our evaluation, a determination of what would be required for soils and percolation tests could then be discussed.

Additionally, the Initial Water Use and Nitrate Impact Questionnaire indicated an increase in water use. As discussed, the increase in water use triggers the need for a project specific hydrogeological report to demonstrate the existence of a long-term water supply for any proposed project. This report will have to be prepared by a hydrogeologist under contract with the county at the applicant's expense. Your application will remain incomplete until a hydrogeologist makes a determination that a long-term water supply exists for the proposed project.

If you have any questions I can be reached at 755-4570.

Sincerely,

Roger Beretti, R.E.H.S.
Environmental Health Specialist III
Land Use Program

Cc: Bestor Engineers, Carl Hooper

1270 Natividad Road, Room 301, Salinas CA 93906-3198 · Tel (831) 755-4505 · Fax (831) 755-4880
http://www.co.monterey.ca.us

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Exhibit 3

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BESTOR ENGINEERS, INC.
CIVIL ENGINEERING · SURVEYING · LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 · SALINAS 424-7681 · FAX 649-4118

15 April 2003

MONTEREY COUNTY HEALTH DEPARTMENT
1270 Natividad Road
Salinas, CA 93906
Via Fax: 755-4880

Attn: Roger Beretti

Re: Vista Nadura, PLN 990274
Carmel Valley (Agha)

Dear Mr. Beretti:

In your letter to Nader Agha dated 11/4/02, you stated in paragraph two that a hydrogeologic report would be required to demonstrate the existence of a long term water supply. Mr. Agha urges you to reconsider that requirement, on the basis of the historic land uses on the site, and their related water consumption:

a. Domestic water has been supplied to the property by Cal-Am for many decades. A letter from Stephanie Locke at the Water Management District dated 3/1/99 (copy attached) stated that the District was satisfied that historic Cal-Am use over an eight-year period established an average annual use of 2.43AF/yr.

b. The existing well was drilled by Salinas Pump Company in 1978 (750 feet plus deep, ceased to 750, perforated 310 to 750, and equipped with a 40gpm pump). It has been used for most of the intervening 25 years for irrigation and for dust suppression in the riding rings and paddocks. Most probable usage has been five to seven acre feet per year. This well produces water at 870 ppm TDS, slightly high in sulfate (280) and iron (0.83). It is intended to be used for irrigation and sub-potable interior uses (primarily for toilets) at an average of 0.217AF/yr., whereas the Cal-Am water supply can be used at an annual average of 93gpd per residence for drinking, cooking, showering, and laundry purposes (0.103AF/yr per residence).

Gross use will thus remain within the current and historic total use of about 0.32AF/yr. per dwelling, or a total of 6.4AF/yr. for the 20-lot project. There is a potential net reduction of 1 to 3AF/yr.

Note that the well perforations start at 310, below the shales and clays that occur from 158 to 288, a potentially effective aquaclude that could prevent annual variations in shallower acquifers from having any effect. The sands that provide water to this well then extend for more than 440 feet of thickness. This also affects the total absence of nitrates as exhibited in the 1979 report.

Sincerely,
BESTOR ENGINEERS, INC.

Carl L. Hooper

cc: Nader Agha

Enclosures
W.O. 3782.01
CLH/mr.Rocha/Marie/Carl/10557VistaNaduraHydrogeologic378201.doc

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Exhibit 4

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BOHNEN, ROSENTHAL & DUSENBURY
AN ASSOCIATION OF LAW PARTNERSHIPS

THOMAS P. BOHNEN
ROBERT E. ROSENTHAL
DOUGLAS K. DUSENBURY
ROGER D. BOLGARD
BARBARA J. MAY

555 ABREGO STREET
SECOND FLOOR
POST OFFICE BOX 1111
MONTEREY, CALIFORNIA 93942
TELEPHONE (831) 649-5551
FACSIMILE (831) 649-0272
MTRYLEGAL.COM

March 18, 2005

Monterey County
Planning and Building Department
2620 First Avenue
Marina, CA 93933

Req. to withdraw
172 unit Plan

Re: Vista Nadura Subdivision, Carmel Valley

Gentlemen:

Following the March 3, 2005, meeting at the planning office regarding the above project, Mrs. Durell Agha, based upon the advice she has received from her representatives and the County Staff's recommendations, determined that the subject application (rezoning for 172 multi-family dwellings) should be withdrawn. She requests that fees submitted with that application in July 2004 be refunded. On her behalf, please consider this the formal withdrawal of that application and notwithstanding, I would request that multi-family uses be considered as an alternative in the preparation of environmental documentation.

The subject meeting was attended by Scott Hennessy and Alana Knaster of Planning, Efren Iglesias representing County Counsel, Robert Rosenthal and Carl Hooper representing Mrs. Durell Agha. At that meeting, staff position was that there existed inadequacies in water supply, sewage disposal and traffic capacity of sufficient magnitude that the application cannot be processed. Staff position also indicated that the original 20-lot subdivision Tentative Map (PLN 99-02f74) could only proceed to be considered with the agreement and understanding that only the number of dwellings that can be served with the existing water rights that have been acknowledged by the Monterey Peninsula Water District (i.e., 2.49 AF per year) could be improved and developed, and the balance of the 20 lots in the processed Tentative Map will be permitted to be improved and developed only when adequate future water supply is available.

As you know, the 20-lot Tentative Map currently shows a six-lot first increment, to be followed upon clearance of traffic limitations by a subsequent increment. That application was submitted prior to completion of the Carmel Valley Road Safety Improvements in 2003, which included construction of a two-way left turn lane along project frontage and to the east. That traffic improvement should be considered adequate to relieve the limitation to pre-project traffic generation rates.

That Tentative Map (99-0274) also shows a dual water source, consisting of the 2.49 AF per year resultant from cessation of equestrian uses, plus use of the existing onsite 40gpm well to supply subpotable landscape water. Fire protection would be provided by extension

3/22/05

from Cal Am mains. I do not agree that it is proper to preclude use of the onsite well, and I ask that environmental review include consideration of the dual source water supply.

Sincerely,

BOHNEN, ROSENTHAL & DUSENBURY

ROBERT E. ROSENTHAL

RER/lhl

cc: Dale Ellis
client

Exhibit 5

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BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 • SALINAS 424-7681 • FAX 649-4118

06 April 2006

MONTEREY COUNTY PLANNING AND BUILDING INSPECTION
168 Alisal Street, 2nd Floor
Salinas CA 93901

Re: Vista Nadera – Carmel Valley Water Data

Attn: Bob Schubert

Dear Bob:

Mr. Agha informs me that you are awaiting supplemental data regarding the water system. Enclosed is a duplicate package of the information provided to Mimi Whitney in 2001, and to John Hodges in 2004.

As you know, the proposal was for 20 lots of single family homes, i.e. 63 occupants. If onsite inclusionary is added, it could result in seven additional multi family dwellings (rentals) of two bedroom units, potentially 28 additional occupants, or 91 total persons. Assuming that Cal-Am's potable system is limited to kitchen sink and lavatory use (probable 15 gdp/person, or about 1,400 gpd = 1.6 AF/year) and that non-potable well source system provides the remainder, 60 gpd/person or 6,000 gpd = 6.72 AF/year, plus irrigation of one half acre per d.u., or 13.5 acres at 2.0 ft/yr = 26 AF/yr or grand total well use of 32.7 AF/yr (an average of 29,200 gpd). This would require well operation at 40 gpm for 730 minutes per day average – which is 12.2 hours of operation per day. (i.e.: 60 minutes on, 60 minutes off, average)

Please note that the intent of drilling the deep well in 1978 was to show that this is an independent source, not affecting Cal-Am's Carmel Valley aquifer. Note that the well penetrated 44 feet of "chalk rock", 114 feet of sands that were cased off, then 130 feet of clays and shales (also cased off), and another 35 feet of good sand (also cased off) before reaching top of perforations at 310 feet. Production levels (perforated) then extended from 310 to 750 feet, at the bottom of the perforations.

Also, note on the E-log the results of the grab samples at various depths, which showed TDS measurements ranging from 700 to 860 in the perforated (310 to 750 feet) zone. This is compared to the 200-300 TDS levels in Cal-Am's higher zones. Our hydrogeologist, Dick Thorup, and our driller, Aaron Thornton, both stated in 1978 that this marked differential, plus the existence of the non-perforated upper 310 feet, were positive proof that this was a water source independent of, and unaffected by, the Cal-Am production aquifer.

We are certain that you and the outside consultants that will prepare the EIR will agree with that conclusion.

Sincerely,
BESTOR ENGINEERS, INC.

Carl L. Hooper

cc: Nader Agha

Enclosure
W.O. 3782.01

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Exhibit 6

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MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

PLANNING & BUILDING INSPECTION DEPARTMENT, Scott Hennessy, Director

168 W. Alisal St., 2nd Floor
Salinas, CA 93901

(831) 755-5025
FAX (831) 757-9516

April 20, 2006

Mr. Nader Agha
542 Lighthouse Avenue
Pacific Grove, CA 93950

Subject: Vista Nadura Subdivision (PLN990274)

Dear Mr. Agha:

On January 18, 2006 we met to discuss additional information that is needed for the EIR consultant to complete a proposal for the Vista Nadura Subdivision. On April 11, 2006, I received a letter from Bestor Engineers with some of the information (i.e., regarding the water system) that was identified at that meeting. However, several of the items that were identified at the meeting have not been submitted. The additional information that is still required is as follows:

1. AMBAG 2003 air photograph for this area;
2. Update of 1978 geotechnical report covering only the current 50 acre project area;
3. Tree location map;
4. Data showing that the proposed drainage system will meet County standards;
5. Statement regarding the number of horses currently at the site;
6. Sewer generation estimates for the 172-unit alternative; and
7. List of all technical studies that have been prepared for the project and submitted to the County.

Please submit the above information so that the consultant can complete a proposal to prepare the EIR. If you decide not to submit the information, please me know. As we discussed at the meeting, this would result in additional costs to prepare the EIR.

Sincerely,

Bob Schubert

Bob Schubert, AICP
Senior Planner

Cc: Carl Hooper, Bestor Engineers
Andi Culbertson
Mike Novo
Alana Knaster
Dale Ellis

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Exhibit 7

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BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 • SALINAS 424-7681 • FAX 649-4118

10 July 2006

MONTEREY COUNTY
PLANNING & BUILDING INSPECTION
168 Alisal Street, 2nd Floor
Salinas CA 93901
Via Hand Delivery

Attn: Bob Schubert

Re: Vista Nadura Subdivision (PLN 99-0274)

Dear Bob:

In response to your 4/20/06 letter to Mr. Agha, we herewith provide responses. First, we have added the on-site inclusionary housing in the form of seven rental units, or 26% of the new total of 27 dwellings (20 single family lots, one acre minimum, plus seven low income rentals). This still falls within the slope density allowable of 27.3 dwellings.

The rental units will be two bedroom (intended for occupancy by three persons per dwelling) and the apartment is one bedroom (limited to two occupants). Total occupancy will thus be 20 persons. This will produce 1,500 gpd of wastewater, to be handled by a single 3,000-gallon septic tank. This parcel is 7.3 acres, suitable for up to 2,200 gallons per day at 300 gpd per acre. Percolation tests made in November 2002 on three representative areas of this 7.3-acre parcel, showed percolation rates of 2.08 to 2.76 inches per hour, more than ample for the proposed use.

We have also increased water storage capacity for the mutual water company, now showing 36,000 gallons (versus probable 19,000 gpd usage). Fire protection will be by Cal-Am, as will the potable water needs (at 15 gpd x 20 persons = 300 gpd, or 0.34 acre feet per year).

Please note that the density bonus of seven dwellings is within the Section 65915(a)(1) requirement which states that the bonus shall be increased by 1.5% for each unit above the basic 20%, up to a maximum of 35%. Hence our usage of 7/20 = 35% above the basic 2.5-acre dwelling unit RDR/2.5 zoning classification.

Our responses to specific requests in you 4/20/06 letter are:

1. AMBAG mapping: enclosed at 1"=150'.

2. Geotechnical Report: The report by Geoconsultants (Jeremy Wire) covered the entire 1,300 acres, but it is applicable to the southerly 50 acres. We feel that an "update" is unnecessary.

3. Tree Locations: Are shown on the Tentative Map, just as they have been since the mid 1990s.

4. Drainage Analysis: The 2001 report has been revised, primarily due to the addition of the inclusionary housing on Lot 21.

5. Horse Operation: Mr. Agha reports that the current number of horses stabled on the property is 25.

6. Sewer: The sewer for the alternate 172 multi-family dwellings is outlined in the 7/12/06 letter to Mr. Agha (copy attached). This outlined four possible solutions:
   a. High level treatment (probably micro-filtration with underground disposal).
   b. Normal treatment (with spray disposed on adjacent land).
   c. Raw sewage pumped to Carmel Valley Ranch (Cal-Am).
   d. Raw sewage pumped to Carmel Area Wastewater District (at existing main from Del Mesa Carmel).

   All alternatives would reach $10,000 to $12,000 per dwelling unit in 2004 costs, which are not out of line with the probable value of the dwelling units.

7. Prior studies provided to the county include:
   a. Tentative Map for 20 dwelling units
   b. Attached Tentative Map adding seven inclusionary units
   c. 2003 Tentative Map for 172 multi-family units.
   d. Percolation tests, including maps, test results and correspondence regarding results of Montgomery study.
   e. Prior drainage analysis, supplemented here (Hooper)
   f. Preliminary Soils Report (Hooper)
   g. Preliminary Traffic Analysis (Hooper)
   h. 1978 Geotechnical Study by Geoconsultants
   i. 1979 EIR by Larry Seeman Associates

We hope that you will find this information satisfactory to qualify as a completed filing so preparation of the EIR may continue.

Sincerely,
BESTOR ENGINEERS, INC.

Carl L. Hooper

cc: Nader Agha

Enclosures
W.O. 3782.01
CLH/mr.L:/3782/378201/Docs/060710 MoCoPlanning.doc

BESTOR ENGINEERS, INC. 9701 BLUE LARKSPUR LANE MONTEREY, CALIFORNIA 93940

VISTA NADURA
PRELIMINARY DRAINAGE ANALYSIS
W.O. 3782.01
3 MARCH 2001
Revised 7 July 2006

Vista Nadura is a proposed 20-lot subdivision on 50 acres in Carmel Valley, Monterey County California. It lies northerly of, and wraps around Carmel Valley Manor. It contains three small sub-watersheds that drain to the south, and abuts the larger Canada de la Ordena to the east. Each sub-watershed is analyzed below.

Design rainfall for improvements in Monterey County is the 10-year rainfall, defined by Plate 25 of County Standard Details to be:

2 year intensity = 0.62 iph

10 year = 1.48 x 2 yr. = 0.91 iph

Peak intensity for the three westerly watersheds is assumed to about time of concentration = 20 minutes, when intensity is 1.58 iph. (Canada de la Ordena would be at 45 minutes, I = 1.04 iph.)

Runoff from impervious surfaces is estimated to be 95%.

Additional runoff in a 10-year storm, which is the basis for detention required, is then derived to be Q = AIR = 1.58 x 0.95 A = 1.50 A or 1.5 cubic feet per second per acre of impervious surfaces.

The watershed above the three westerly creeks is all quite similar, with the upper ridge in the range of 400 to 500 feet above the project and 2,000 to 2,500 feet distant. All are heavily wooded, with mid slopes as steep as 25 to 30%, yielding probable runoff coefficient of 10 – 15%, rising to as high as 30 to 35% in a 100 year storm with substantial precedent rainfall.

The derived natural runoff from these small sub-watersheds is then:

10 year Q = AIR = 0.125 (1.04) A = 0.130 cfs/acre

100 year Q = 0.32 (1.61) A = 0.517 cfs/acre

The Canada de la Ordena watershed, on the contrary, is more than half mile of gentle grassy slope, at 4 to 5%, recently (1998) deeply incised by a 10 to 15 foot wide, 8 to 10 foot deep ravine. It has more than 1,000 acres of watershed, including much grassy area, and a few wooded areas. Its probable runoff coefficient is 8 to 10% in a 10-year storm, rising to 25 to 30% in a 100-year storm. It will not be directly detained by the east (Lot 15 – 19) detention pond but house and street runoff will be impounded prior to creek entry.

Watershed areas for detention ponds are:

Pond	Watershed Acres	Homes	Street sf. X 1,000	Total added impervious, acres	Additional Runoff, cfs	Natural Runoff, 10 yr.	Final Runoff	Detention 10 yr.	100 yr Spillway
West	8.0	4*	18.8**	1.07	1.35	1.80	2.35	0.11	6.3
Center	62.0	10	48.0	2.70	3.63	14.70	21.00	0.27	44.0
East	16.0	5	19.5***	1.25	1.68	2.27	3.83	0.13	11.5
Ordena	1002	0	0	0	0	93.8			422.0
West Drive	33.2	0	0	0	0	4.32			14.1
Lot 20/21	8.5	3 equiv.	12.0	0.76	1.01	2.01	3.03	0.08	9.1

* At average 7,000 sf impervious
** Including entry drive
*** Including Doud to Carmel Valley Road
Detention required is calculated as 3 hour runoff from impermiable, 84% x 1.46 inches = 4450 cu ft per acre impervious

The creek at the west drive (Lots 2 & 3) drains 33 acres, which should yield a 10 year peak flow of about 4.0 cfs after diversion of part of Lot 4 to the detention pond. This is shown to dissipate above Carmel Valley Road. This is apparent on the USGS quad, where it naturally curves east through the Movahedi property. Detailed topo in 1978 shows it to be diverted onto the St. Dunstan property by a low earth berm. Whether it can continue along that route will be determined in final design, it may be necessary to pipe it to Carmel Valley Road. This would require a 12" RCP or 10" plastic pipe. The flow through that pipe will actually be a reduction from natural flow, since most of Lot 4 runoff, and all of the developed area, will be diverted for detention. Outflow from the detention pond will be at very reduced rate onto the Church parking lot.

The pond on Lot 5 will include a spillway to discharge runoff from the area above the homes as sheet flow, just as it presently flows through Wodecki and De Puy, but at a reduced rate.

The creek between Lot 14 and Lot 15 will continue to discharge the approximately 7.5 to 8.0 cfs that naturally flows at that point behind the carports on Carmel Valley Manor. No onsite runoff will be directed to that location.

The runoff from the approximate 15 acres above homesites on Lots 15-19, roughly 2 cfs, will join with the 3 cfs from those lots for detention at the east pond. This pond will be constructed separately from the Canada de la Ordena 36" culvert, so that only reduced rate discharge from the pond will flow to the main creek. Since Canada de la Ordena is to be affected only by the 350 feet of Doud Road improvements, and since Pond 15/19 intercepts some natural flow that would otherwise reach the creek, there is no perceptible increase in downstream flow to Coastal Cypress.

The Koretsky King "Monterey County Master Drainage Plan" dated 1975 showed watershed 14 (Canada de la Ordena) to be enhanced with structure 23 b., for extension direct to the Carmel River. That structure was intended to be a double 48-inch culvert with 1,600 lineal feet of channel improvements. The Master Plan did not site any specific source of funding for that very costly improvement (estimated at $15,000 in 1975, but more probably in excess of $1.0 million in today's market). The 1,300-foot downstream right-of-way for a 10' wide bottom, 4.5' deep, 30' wide top channel would require at least 1.5 acres. Including crossings to serve several adjacent homes, this land acquisition alone could exceed $500,000.

Construction would be at least $300,000 to 350,000. This should be a public project funded from flood control sources, not a private project. If the 1,200 acres of Canada de la Ordena was to be developed at a reasonable density, then perhaps it could be partially funded by that developer.

Respectfully submitted,
BESTOR ENGINEERS, INC.

Carl L. Hooper
Registered Civil Engineer #13017
State of California
Expires: 31 March 2005

W.O. 3782.01
CLH/mr.L:/3782/378201/Docs/060707 Rev Vista Nadura Drainage.doc

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Exhibit 8

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MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

PLANNING & BUILDING INSPECTION DEPARTMENT, Scott Hennessy, Director

168 W. Alisal St., 2nd Floor
Salinas, CA 93901

(831) 755-5025
FAX (831) 757-9516

RECEIVED
AUG - 7 2006
Bestor Engineers

August 3, 2006

Mr. Nader Agha
542 Lighthouse Avenue
Pacific Grove, CA 93950

Subject: Vista Nadura Subdivision (PLN990274)

Dear Mr. Agha:

The County has reviewed the additional information and revised plan for the subject project that was submitted on July 10, 2006. All of the County Department have now deemed the application complete with the exception of Environmental Health (see the attached memorandum dated July 31, 2006). The information requested from Environmental Health must be submitted before the subject application (PLN990274) can be deemed complete.

If you have any questions regarding the requested information that has been requested by Environmental Health, please contact Roger Van Horn at (831) 755-4763.

Sincerely,

Bob Schubert

Bob Schubert, AICP
Senior Planner

Cc: Carl Hooper, Bestor Engineers
Mike Novo
Burke Peas

Project Referral Sheet

Planning & Building Inspection Department
168 W Alisal St 2nd Floor
Salinas, CA 93901
(831) 755-5025

wuvz@bestw.com

645-4118

TO: **FIRE DEPARTMENT** **HEALTH DEPARTMENT**
PUBLIC WORKS **WATER RESOURCES AGENCY**
PARKS DEPARTMENT **OTHER:** _____

PLEASE SUBMIT YOUR COMMENTS FOR THIS APPLICATION BY: Monday, July 31, 2006

Project Title: AGHA DURELL D TR
File Number: PLN990274
File Type: SUB
Planner: SCHUBERT
Location: N OF LOS ARBOLES RD CARMEL VALLEY
Assessor's No: 169-011-009-000-M
Project Description:
STANDARD SUBDIVISION TENTATIVE MAP FOR THE SUBDIVISION OF AN EXISTING LOT OF RECORD OF 50 ACRES INTO 20 LOTS RANGING IN SIZE FROM 1.1 ACRES TO 5.2 ACRES, INCLUDING GRADING FOR THE CONSTRUCTION OF 20-FOOT WIDE ACCESS ROAD; AND A USE PERMIT FOR DEVELOPMENT ON SLOPES GREATER THAN 30 PERCENT (ACCESS ROAD). THE PROPERTY IS LOCATED NORTH OF LOS ARBOLES ROAD, CARMEL (ASSESSOR'S PARCEL NUMBERS 169-011-009-000, 169-011-014-000 AND 169-011-015-000), MID CARMEL VALLEY AREA.
Status: COMPLETE/INCOMPLETE (circle one)
Recomended Conditions:

The Health Department has reviewed the above referenced application and has considered the application **incomplete**. The following reports and/or information are needed prior to considering the application complete.

PROJECT DESCRIPTION

1. A full and complete description of the project needs to be submitted for approval. Upon receipt of project description, the specific location of the project in the Carmel valley Wastewater Study (Montgomery Study) will be determined and if additional information is requiremented the applicant will be notified.

SEPTIC SYSTEM ISSUES

2. Please contact Mr. Roger Van Horn at 831-755-4763 to arrange an on-site visit to determine septic system feasibility of the proposed project as per Chapter 15.20 MCC (Septic Ordinance) and "Prohibitions", Central Coast Basin Plan, RWQCB.

3. Additional soils and percolation testing are required on the proposed lots for review and approval by the Division of Environmental Health to prove that the site is suitable for the use and that it meets the standards found in Chapter 15.20 MCC (Septic Ordinance), and "Prohibitions", Central Coast Basin Plan, RWQCB. Contact the Division prior to proceeding to determine the scope of work and to oversee soil testing. The testing and report format

Signature: Roger Van Horn **Date:** July 31, 2006

Please return a copy to Planning & Building Inspection Department
IDR Comments Due Date: 07/31/2006
Date IDR Referral Sheet Printed: 07/14/2006

Project Referral Sheet

Planning & Building Inspection Department
168 W Alisal St 2nd Floor
Salinas, CA 93901
(831) 755-5025

TO:	FIRE DEPARTMENT	HEALTH DEPARTMENT
	PUBLIC WORKS	WATER RESOURCES AGENCY
	PARKS DEPARTMENT	OTHER: _____

PLEASE SUBMIT YOUR COMMENTS FOR THIS APPLICATION BY: Monday, July 31, 2006

shall be completed as per the adopted soil report policies of the Department.

4. Information to determine conformance with the Carmel Valley Wastewater Study, Montgomery Study, is necessary for determination of the feasibility of the wastewater disposal.

WATER ISSUES

5. In the event that the development meets the definition of a water system and will require the establishment of a permitted water system and if a individual well or wells are to be used, water quality and quantity information meeting all applicable State and County requirements shall be submitted to the Director of Environmental Health for review and approval as evidence that an adequate water supply exists for the project. The well or wells shall first undergo a minimum of a 72-hour continuous pump test to determine the yield of the well to meet the required quantity. The pump tests shall be made no earlier than June 1 of each year and no later than the first significant rainfall event of the wet season. A representative of the Division of Environmental Health shall witness the pump tests.

6. Please refer to the attached "**Water System Completeness Requirements**" check sheet. This is provided to further detail the requirements of MMC Title 19, Subdivision Ordinance. The items listed may or may not be necessary depending on your final project description.

7. Since Initial Water Use Questionnaire submitted indicates an intensification of water use, a determination shall be made by a hydrogeologist under contract to the County as to the requirement for any additional water resources information. If any hydrologic or hydrogeologic reports are deemed necessary, the County will contract directly with a qualified consultant, at the applicant's expense, upon request of the applicant. A written request to the Division of Environmental Health is necessary to commence with the preparation of a scope of work.

8. The Monterey Peninsula Water Management District (MPWMD) needs to be advised of this project so they may make comments regarding any specific concerns they might have as to water intensification usage. Please contact Henrietta Stern at the MPWMD for information regarding requirements. MPWMD has requested MCDDEH to advise applicants to enter the MPWMD "Preapplication Conference".

Signature: Roger Van Horn **Date:** July 31, 2006

Please return a copy to Planning & Building Inspection Department
IDR Comments Due Date: 07/31/2006
Date IDR Referral Sheet Printed: 07/14/2006

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Exhibit 9

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MONTEREY COUNTY

DEPARTMENT OF HEALTH LEN FOSTER, Director

ADMINISTRATION
ANIMAL SERVICES
BEHAVIORAL HEALTH
CLINIC SERVICES
COMMUNITY HEALTH
EMERGENCY MEDICAL SERVICES
ENVIRONMENTAL HEALTH
OFFICE OF THE HEALTH OFFICER
PUBLIC ADMINISTRATOR/PUBLIC GUARDIAN

November 30, 2007

Nader Agha
Carl L. Hooper

Bestor Engineers, Inc.
9701 Blue Larkspur Lane,
Monterey, CA 93940

RE: Vista Nadura Subdivision Proposal, PLN990274, Carmel Valley

Dear Mr. Agha,

Environmental Health Division (EHD) would like to expedite your project's planning review and to do that we need sufficient information to assess your project's impact on public health and safety. You indicated that the information that we had requested in the Incomplete Notices of September 23, 2003 & July 31, 2006 had already been submitted to EHD. Unfortunately, this information must have been lost or misplaced since staff was unable to find the needed information in the project file, for this we apologize.

The incomplete notices had requested the following information:

1. Submit a complete project description.
2. Provide a map of the proposed subdivision in relation to the Carmel Valley Wastewater Study that was conducted by Montgomery Engineers (i.e. a map of the proposed project with an overlay of the pertinent sub basins).
3. Submit a soils and percolation testing report.
4. Conduct a source capacity test (i.e.72-hour pump test) on the well or wells that will provide the water supply for the proposed water system.
5. Provide information regarding the proposed water supply required by Monterey County Code Title 19.

On November 9, 2007 a packet of documents was submitted to Environmental Health at a meeting with Planning Department and Environmental Health to discuss the status of your project. This packet was to replace the missing records in our file.

Staff have reviewed the information provided at the November 9, 2007 meeting. The following identifies, 1) those issues that have insufficient information to consider the application complete and proceed with the EIR preparation; and 2) those issues that must be addressed in the EIR.

I: ***Project Description.***

The Permits Plus Program currently describes the project as follows:
Standard Subdivision Tentative Map For The Subdivision Of An Existing Lot Of Record Of 50 Acres Into 20 Lots Ranging In Size From 1.1 Acres To 5.2 Acres, Including Grading For The Construction Of 20-Foot Wide Access Road; And A Use Permit For Development On Slopes Greater Than 30 Percent (Access Road). The Property Is Located North Of Los Arboles Road, Carmel (Assessor's Parcel Numbers 169-011-009-000, 169-011-014-000 and 169-011-015-000), Mid Carmel Valley Area.

Documents have been submitted indicating that you are proposing seven inclusionary housing units, which is not reflected in the project description. If the project includes seven inclusionary housing units, the project description should be modified to include the inclusionary housing units. This revision was requested in the July 31, 2006 Incomplete Notice and as yet to be accomplished.

II: ***Wastewater.***

The July 6, 2006 tentative map indicates an individual septic system on each lot and a community septic system on Lot 21 for seven inclusionary housing units. Monterey County Code (MCC), 19.03.015 Tentative map--Additional data and reports (k) reads as follows:

If sewage disposal for the proposed subdivision will be provided by a public or private entity, a letter or document shall be submitted from the entity to the Division of Environmental Health an - Director of Planning and Building Inspection stating that the entity can and will serve the proposed subdivision. The public entity must comply with all State and County allocation and capacity requirements. The letter or document shall also state the expiration date of such a commitment. In the event that an individual sewage disposal system will be utilized, preliminary percolation testing and profile analysis shall be required to be submitted along with a tentative map application. ***The report shall analyze at least one soil profile analysis test per lot and one percolation test hole per two lots.*** *Soil profile analysis may be reduced if conformity to a given soil type can be established.* ***The report submitted shall demonstrate the feasibility of the proposed lot design and density and shall address nitrate loading of subsoil surfaces when septic systems are proposed.*** *The soil tests and percolation shall meet the standards of the Division of Environmental Health. The applicant shall also provide evidence proof that sewage disposal systems, both individual and package, for all lots which are proposed to be created through subdivision will not exceed nitrate and chemical loading levels in aquifers pursuant to the Regional Water Quality Control Basin Plan. ...*

A) It is recommended that the applicant investigate the feasibility of connecting to the Carmel Area Wastewater District (CAWD) or to the adjacent sewer system of Canada Woods. September Ranch will be connecting to CAWD and may provide opportunities for connection CAWD. EHD will be recommending that the EIR discuss the feasibility of the potential connection to the Carmel Area Waster Water District or the Canada Woods wastewater system.

B) The July 2006 map shows a community septic system on lot 21. EHD has indicated since November 17, 1980 in a letter to Carl Hooper from Roger Ponessa that a community septic system is not acceptable. This was also discussed at several meetings with the applicant on January 18, 2005, July 31, and August 1, 2006. Community septic systems have proven to be problematical and have a high rate of failure. Also, EHD's experience with community septic systems demonstrates that maintenance of these systems is extremely difficult. The community septic system that is being proposed is for the affordable housing units. The residents for this type of housing are usually financially challenged and are the least likely to be able to support the Technical, Managerial, and Financial resources needed to assure a safe and properly functioning system.

C) The nitrate loading from onsite disposal must be evaluated in a Hydrogeologic report per MCC 19.03.015 of MCC. This is required in order to consider the application complete .

D) The lot that the well exists on shall be a minimum of 2.5 gross acres if onsite wastewater disposal is proposed.

E) Soil Borings and Percolation Tests: MCC 15.20.C.(1)(a) requires that all test results be presented to the Health Department and the test report shall include the following:

> *(d) A report of all test results must be presented to the Health Department. Such report shall include a topographic map showing property lines, any adjacent wells, recorded well lots, springs, water courses, or drainage channels within 100 feet of the property lines, reservoirs within 200 feet of property lines, as well as within property lines. Such report shall indicate the locations of existing and proposed structures on the property and easements on the property. The Assessor's Parcel Number shall be placed on both the map and the reports. The test report shall contain the following information:*
> *1) Assessor's Parcel Number*
> *2) Minor Subdivision Number or Major Subdivision Name*
> *3) Date or Period of Testing*
> *4) Soil Logs*
> *5) Person Performing Test and License or Registration Number*
> *6) Percolation Test Results*
> *7) Conclusions and Recommendations: This section shall specifically state whether the lot(s) meet(s) the standards found in this Chapter. Specific recommendations shall be made about the location and design of the septic tank system(s).*

The test results that were presented to the Health Department do not constitute a soils analysis and percolation report that conforms to MCC 15.20. The document that was submitted to EHD in a letter from Mr. Hooper to Roger Beretti on October 1, 2003 was raw data and a summary sheet of testing results. It did not include analysis, conclusions or specific recommendations for septic design for each proposed lot.

The percolation test results indicate that several of the lots were very close to failing, either too slow or too fast. When tests fail or are marginal retesting is needed to confirm the

testing results to assure the validity of septic disposal feasibility review. A complete report of all soils analyses must be submitted to EHD for review and approval prior to considering the application as complete.

F) Montgomery Wastewater study/ Carmel Valley Master Plan Sub basin 32 issues.
On February 15, 1983 the Monterey County Board of Supervisors adopted a resolution that sub basin 32 (and others) was deemed to have been saturated as far as safe wastewater disposal was planned, thus no further subdivisions were allowed for this sub basin. This was the conclusion as evaluated in the Carmel Valley Wastewater Study prepared by James M. Montgomery Consulting. The Carmel Valley Wastewater Study was adopted as part of the Carmel Valley Master Plan. The proposed project appears to include lots within the sub basin 32, which cannot have any further subdivision with onsite wastewater disposal.

A map was requested to be submitted to the Health Department that depicts the proposed lots and an overlay of sub basin 32. This has been requested on several occasions as well as in the incomplete notices that were sent to the applicant. A map was submitted to Roger Beretti of EHD on October 1, 2002, however that map did not supply the information that was requested.

In a letter from Mr. Hooper to Roger Beretti on April 14, 2003, Mr. Hooper discusses the sub basin 32 issues and attached a "1'- 400' markup". This information was also unsatisfactory and not responsive to EHD requests. To date the Health Department has not received a map with the requested information. The Health Department cannot approve of any lots within sub basin 32 being served by onsite wastewater system.

EHD acknowledges the receipt of letters from Bestor Engineers, (Carl Hooper to Mary Anne Dennis) on June 5, 2003 and October 1, 2003 to Roger Beretti in which Mr. Hooper contends that the Carmel Valley Wastewater Study should not apply to this project. It is not within the purview of EHD to change this requirement. The Carmel Valley Master plan was predicated on this document. Thus, other issues such as traffic and the total number of lots allowed for creation would need to be reevaluated if the findings in this report were modified.

G) In March of 2007, Regional Water Quality Control Board directed Monterey County to conduct a new study and develop an Onsite Wastewater Management Plan for Carmel Valley. The Regional Board's direction is a result of concern for the urbanization of that portion of Carmel Valley that uses individual sewage disposal systems and potential impact to public health and water quality. Any reconsideration of the Montgomery Engineers' Report would be done during the study that would then be the basis for developing an Onsite Wastewater Management Plan for Carmel Valley. The results of this study would have to be considered for inclusion into the Carmel Valley Master Plan.

III: ***Tentative Map Requirements.***

A) The July 2006 proposed tentative map indicates a Plan line on the map for expansion of Carmel Valley Road. This further reduces the availability of space for drain fields. Drain

fields may not be proposed within this Plan line. The Plan line must be discussed in the EIR and the Public Works Department must comment on this issue.

B) Prior to commencement of the EIR EHD must see a map that identifies either the plan to connect to an existing wastewater system or adequate to dispose of waste. The proposed septic areas must be demonstrated to conform to the requirements of the Montgomery report (areal application rate of sewage per acre and the design application rate of the individual leach lines), the RWQCB and MCC 15.20.

C) Scenic Easements are identified on the July 2006. Tentative map proposal. The acreage assigned to them does not appear to correspond with the acreage assigned to the buildable portion of the property. For example, lots 12, 13, and 14 appear to be mislabeled based on a visual comparison of the size of the two areas. The map should identify road cuts that may impact the location of a leach field area. Slope issues must be evaluated in an EIR.

IV: ***Water Supply.***

A) MCC 15.04.040 and MCC 19.03.015 require documentation of water rights prior to consideration of the application as complete. This information has not been provided as of this date.

B) Should the water rights be proven, the Monterey County General Plan, 1982 encourages consolidation of systems and MCC 19.03.015 requires that investigation of consolidation with another system be evaluated in order to consider an application as complete.

C) A proposed water system of this size is classified according to the State of California as a Public Water System. The system is proposed as a "Mutual Water Company". The State of California adopted a requirement that all new water systems document how the technical, managerial and financial (TMF) aspects of any new water system would be addressed. The TMF requirements are in place to insure that new public water systems have the financial, technical expertise and the managerial experience to comply with current laws. This is intended to ensure the long-term viability of a system and the source of supply. The TMF requirements may be located on the following link... http://www.cdph.ca.gov/certlic/drinkingwater/Pages/TMF.aspx This report is required prior to consideration of the application as complete. As of this date this information has not been submitted.

D) One aspect of the TMF report is a Source Water Assessment. The onsite wastewater system of the Carmel Valley Manor must be identified in this report. Discussion and analysis of this system on the potable water source for the project must be addressed in the hydrogeology report.

E) It appears that this proposed system is in the service area of the Cal Am water system service area. In which case, the MCC 18.43 would apply. This ordinance states that no subdivisions in the Cal-Am service area can be approved unless the subdivision can show no intensification over historical water use and demonstrate a 10% reduction.

F) The applicant has submitted a letter dated, March 1, 1999 from Stephanie Locke Pintar of the Monterey Peninsula Water Management District, (MPWMD). This letter identifies that there may be potential water credits for the subdivision, however this letter needs to be reviewed and updated by MPWMD due to new information about the proposed subdivision and the changes in the regulations and guidelines regarding water credits in the Carmel Valley basin. Their original letter only addressed the closing of the commercial use at the Nadura property and an existing residence. All new information regarding the subdivision needs to be sent to the MPWMD. Ms. Pintar requested EHD notify applicants of the District's pre-application meeting procedures so that MPWMD staff could review the most recent proposal. Roger Van Horn had indicated in the Incomplete Notice of July 31, 2006 that the applicant contact MPWMD to discuss the latest proposal. Their website is www.mpwmd.dst.org

G) AS per MCC 15.04.040 and 19.03.015 and California Code of Regulations Section 64563, a source water capacity test must be performed in conformance with EHD and MPWMD requirements and protocol. This test must be performed at the appropriate time of the year. Please contact the Supervising Environmental Health Specialist for the Drinking Water Program, Cheryl Sandoval at 831-755-4552 for more information regarding this requirement. This must be completed in order to consider the application as complete. This has not been done as of this date.

H) Any subdivision of 20 or more lots is required to have a back up source of potable water supply. The back up source for this proposal has not been identified. This well will need to undergo the same testing and evaluation as the existing onsite well.

I) All sources of supply must have a current chemical analysis meeting Title 22 requirements. This sample must be taken by a state certified laboratory and the chain of custody for the sample must be submitted with the report. This information is required prior to consideration of the application as complete and is also to be analyzed in the hydrogeologic report. As of this date a current chemical analysis that meets Title 22 requirements have not been submitted.

J) A certified hydrogeologist or other qualified professional then further evaluates the source capacity information in a hydrogeologic report to determine if there is a long-term water supply. This can be done as part of the EIR process.

K) EHD is in receipt of the April 15, 2003 letter from Mr. Hooper to Roger Beretti. This letter discusses the well construction and requests that the requirement for a Hydrogeologic Investigation be waived. This is not in conformance with the requirements of MCC 19.03.015 for a hydrogeolic report as discussed in item II. J) above.

L) In conformance with MCC 19.03.015, please submit a Water Use and Nitrate Impact Questionnaire (WUNIQ), which was requested in the July 31, 2006 Incomplete Notice. This form is used to project a water balance. The demand figures used in this report must be consistent with the accepted demand figures of the MPWMD.

I hope this clarifies the EHD issues. The requested information will greatly facilitate the review of you project. Please fell free to contact Mary Anne Dennis (755-4557) or Roger Van Horn (755-4763) if you have any questions.

Richard LeWarne, R.E.H.S.
Assistant Director of Environmental Health

cc: Allen Stroh, Director of Environmental Health
Henrietta Stern and Stephanie Pintar, Monterey Peninsula Water Management District
Bob Schubert, Planning Department
Howard Franklin, Tom Moss, Water Resources Agency
Cheryl Sandoval, Environmental Health

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Exhibit 10

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3782.

MONTEREY COUNTY

DEPARTMENT OF HEALTH LEN FOSTER, Director

ADMINISTRATION
ANIMAL SERVICES
BEHAVIORAL HEALTH
CLINIC SERVICES
COMMUNITY HEALTH
EMERGENCY MEDICAL SERVICES
ENVIRONMENTAL HEALTH
OFFICE OF THE HEALTH OFFICER
PUBLIC ADMINISTRATOR/PUBLIC GUARDIAN

HEALTH DEPARTMENT
JAN 06 2010
ENVIRONMENTAL HEALTH

RECEIVED
DEC 31 2007
Bestor Engineers

December 27, 2007

Nader Agha
c/o Jim Wurz
Bestor Engineers, Inc.
9701 Blue Larkspur Lane,
Monterey, CA 93940

RE: Vista Nadura Subdivision Proposal, PLN990274, Carmel Valley

Dear Mr. Agha,

Sept. 26, 2002 →

The Environmental Health Division (EHD) would like to expedite your project's planning review and to do that we need sufficient information to assess your project's impact on public health and safety. You indicated that the information that we had requested in the Incomplete Notices of September 23, 2003 & July 31, 2006 had already been submitted to EHD. Unfortunately, some of this information may have been lost or misplaced since staff was unable to find the needed information in the project file, for this we apologize.

However, to expedite your project at this time, we will need to re-create any missing documentation and clarify or add to the documentation that we do have in your file. Prior Incomplete Notices that had been sent to you requested the following information:

1. Submit a complete project description.
2. Provide a map of the proposed subdivision in relation to the Carmel Valley Wastewater Study that was conducted by Montgomery Engineers (i.e. a map of the proposed project with an overlay of the pertinent sub basins).
3. Submit a soils and percolation testing report.
4. Conduct a source capacity test (i.e.72-hour pump test) on the well or wells that will provide the water supply for the proposed water system.
5. Provide information regarding the proposed water supply required by Monterey County Code, Title 19. .

On November 9, 2007, a packet of documents was submitted to Environmental Health at a meeting with Planning Department and Environmental Health staff to discuss the status of your project. The purpose of this packet was an attempt to satisfy the requests contained in our previous Incomplete Notices and to update any missing information in our current file.

Staff reviewed the packet in hopes that the missing information would be contained in the documents provided at the November 9, 2007 meeting. Unfortunately, after reviewing the

documents, some of the information and reports that have been requested were not contained in the documents. This letter will identify:

1. Those issues that have insufficient information to consider the application complete and proceed with the EIR preparation; and
2. Those issues that must be addressed in the EIR.

I: ***Project Description.***

The Permits Plus Program currently describes the project as follows:
Standard Subdivision Tentative Map For The Subdivision Of An Existing Lot Of Record Of 50 Acres Into 20 Lots Ranging In Size From 1.1 Acres To 5.2 Acres, Including Grading For The Construction Of 20-Foot Wide Access Road; And A Use Permit For Development On Slopes Greater Than 30 Percent (Access Road). The Property Is Located North Of Los Arboles Road, Carmel (Assessor's Parcel Numbers 169-011-009-000, 169-011-014-000 and 169-011-015-000), Mid Carmel Valley Area.

Documents have been submitted indicating that you are proposing seven inclusionary housing units, which is not reflected in the project description. If the project includes seven inclusionary housing units, the project description should be modified to include the inclusionary housing units. This revision was requested in the July 31, 2006 Incomplete Notice and as yet to be accomplished.

II: ***Wastewater.***

The July 6, 2006 tentative map indicates an individual septic system on each lot and a community septic system on Lot 21 for seven inclusionary housing units. Monterey County Code (MCC), 19.03.015 Tentative map--Additional data and reports (k) reads as follows:

If sewage disposal for the proposed subdivision will be provided by a public or private entity, a letter or document shall be submitted from the entity to the Division of Environmental Health an Director of Planning and Building Inspection stating that the entity can and will serve the proposed subdivision. The public entity must comply with all State and County allocation and capacity requirements. The letter or document shall also state the expiration date of such a commitment. In the event that an individual sewage disposal system will be utilized, preliminary percolation testing and profile analysis shall be required to be submitted along with a tentative map application. ***The report shall analyze at least one soil profile analysis test per lot and one percolation test hole per two lots.*** *Soil profile analysis may be reduced if conformity to a given soil type can be established.* ***The report submitted shall demonstrate the feasibility of the proposed lot design and density and shall address nitrate loading of subsoil surfaces when septic systems are proposed.*** *The soil tests and percolation shall meet the standards of the Division of Environmental Health. The applicant shall also provide evidence proof that sewage disposal systems, both individual and package, for all lots which are proposed to be created through subdivision will not exceed nitrate and chemical loading levels in aquifers pursuant to the Regional Water Quality Control Basin Plan. ...*

A) Given recent area-wide concerns regarding septic system density effects on water basins in Monterey County by the State Water Resources Board and the Regional Water Control Board, it is recommended that the applicant investigate the feasibility of connecting to the Carmel Area Wastewater District (CAWD) or to the adjacent sewer system of Canada Woods. September Ranch will be connecting to CAWD and may provide opportunities for connection to CAWD. EHD will be recommending that the EIR discuss the feasibility of the potential connection to the Carmel Area Wastewater District or the Canada Woods wastewater system.

will consider done

B) The July 2006 map shows a community septic system on lot 21. EHD has indicated since November 17, 1980 in a letter to Carl Hooper from Roger Ponessa that a community septic system is not acceptable. This was also discussed at several meetings with the applicant on January 18, 2005, July 31, 2006, and August 1, 2006. Community septic systems have proven to be problematical and have a high rate of failure. Also, EHD's experience with community septic systems in general has demonstrated that maintenance of these systems is extremely difficult even in the best of circumstances. The community septic system that is being proposed is for the affordable housing units. In relatively small subdivisions, such as this, it is generally difficult for the eventual residents to sustain the necessary Technical, Managerial, and Financial ability required to assure a safe and properly functioning system. The Regional Water Quality Control Board does not support the use of community septic systems.

C) The nitrate loading from onsite disposal must be evaluated in a Hydrogeologic report per MCC 19.03.015 of MCC. This may be evaluated in the Hydrogeological Report during the EIR process. Keeping in mind a connection to a sewer system would not require a nitrate loading study.

D) Soil Borings and Percolation Tests: MCC 15.20.070C(1)(d) requires that all test results be presented to the Health Department and the test report shall include the following:

> *(d) A report of all test results must be presented to the Health Department. Such report shall include a topographic map showing property lines, any adjacent wells, recorded well lots, springs, water courses, or drainage channels within 100 feet of the property lines, reservoirs within 200 feet of property lines, as well as within property lines. Such report shall indicate the locations of existing and proposed structures on the property and easements on the property. The Assessor's Parcel Number shall be placed on both the map and the reports. The test report shall contain the following information:*
>
> *1) Assessor's Parcel Number*
> *2) Minor Subdivision Number or Major Subdivision Name*
> *3) Date or Period of Testing*
> *4) Soil Logs*
> *5) Person Performing Test and License or Registration Number*
> *6) Percolation Test Results*

7) Conclusions and Recommendations: This section shall specifically state whether the lot(s) meet(s) the standards found in this Chapter. Specific recommendations shall be made about the location and design of the septic tank system(s).

Staff have performed an in depth review of the document that was submitted to EHD in a letter from Mr. Hooper to Roger Beretti on October 1, 2003 which contained soil logs and percolation test results with a summary sheet of testing results. The following items need to be addressed to facilitate staff's review for onsite wastewater disposal feasibility for each lot and determination of completeness:

1. The test results that were presented to the Health Department do not constitute a soils analysis and percolation report that conforms to MCC 15.20. It did not include analysis, conclusions or specific recommendations for onsite wastewater treatment systems for each proposed lot as required by MCC 15.20. Please submit a soils report that includes conclusions and recommendations for onsite wastewater treatment systems for each lot.
2. Please submit a subdivision map that depicts:
   a. Septic and building envelops in each lot. The septic envelops must conform to setback requirements of the Central Coast Basin Plan and MCC 15.20.
   b. Location of soils and percolation tests in relation to the present subdivision proposal.
   c. An overlay of Sub Basin 32 (See section II E, below).
3. Percolation test results on lots 5, 8, 9, 15 and 17 are questionable because original percolation test results are crossed out and replaced with other numbers. Lot 9 has a notation that indicates, "do not use too shallow". This notation is not clear as to its relevance or meaning to the percolation test. These lots must be retested to be sure of the test results and assure a valid review of test results. It must be noted that the lots that have been called out may not represent the present lot configuration. Contact EHD prior to proceeding to determine the scope of work and scheduling of testing so that EHD staff can be on site and oversee the soil testing.
4. Lot 5 also needs a twenty-two foot soil boring to determine if there is ground water above this depth.

E) The 1982 Carmel Valley Wastewater Study prepared by James M. Montgomery Consulting divided that portion of the Carmel Valley served by onsite wastewater disposal systems into sub basins. The study concluded that Sub Basins 7, 9, 30 & 32 were saturated in terms of future safe wastewater disposal. This conclusion of the Carmel Valley Wastewater Study precipitated the Monterey County Board of Supervisor's action on February 15, 1983 during a duly publicly noticed hearing, which adopted a resolution that Sub Basins 7, 9, 30 & 32 could have no further subdivisions. In addition, the Carmel Valley Wastewater Study was adopted as part of the Carmel Valley Master Plan. The proposed project may include lots within the Sub Basin 32 where any further subdivisions served by onsite wastewater disposal are disallowed through the Board of Supervisors' direction.

However, for accuracy the Health Department continues to request that a map be submitted that depicts the proposed lots with an overlay of sub basin 32. This request has been made

by the EHD on several occasions as well as in the Incomplete Notices that were sent to the applicant. The recent documents that you submitted indicate that two maps were submitted to Roger Beretti of EHD on October 1, 2002 and on April 14, 2003. The maps are of a small scale and do not show any detail in regards to the location of the proposed lots in relation to Sub Basin 32. To date the Health Department does not possess in its files a map with sufficient details to distinguish the proposed lots in relation to where Sub Basin 32 overlays the property. Our Division has recently developed the Montgomery Sub Basin Map into a GIS overlay. To assist you in producing a map with a Sub Basin 32 overlay, our Department would gladly provide you with a copy of this overlay. Contact Janna Faulk at 755-4549.

Since the Health Department cannot approve of any lots within Sub Basin 32 being served by onsite wastewater disposal systems, connection to a sewer service would solve the issue of creating lots in sub basin 32.

The documents that you submitted indicate that Carl Hooper of Bestor Engineers sent two letters to EHD dated June 5, 2003 and October 1, 2003 in which Mr. Hooper contends that the Carmel Valley Wastewater Study should not apply to this subdivision. The ability to exempt a proposed subdivision served by onsite wastewater disposal systems that is in Carmel Valley from the Carmel Valley Wastewater Study parameters, which have been incorporated into the Carmel Valley Master Plan is not within the authority of EHD.

G) In March of 2007, Regional Water Quality Control Board directed Monterey County to conduct a new study and develop an Onsite Wastewater Management Plan for Carmel Valley. The Regional Board's direction is a result of concern for the urbanization and density of that portion of Carmel Valley that uses individual sewage disposal systems and potential impact to public health and water quality. Any reconsideration of the Carmel Wastewater Study would be done during a new study that would then be the basis for developing an Onsite Wastewater Management Plan for Carmel Valley as directed by the Regional Board. The Regional Board would not be supportive of weakening the parameters for onsite sewage disposal in an area of Monterey County where they currently have concerns regarding potential impact to public health and water quality due to the increasing density of onsite sewage disposal systems.

III: ***Tentative Map Requirements.***

A) The July 2006 proposed tentative map indicates a Plan line on the map for expansion of Carmel Valley Road. This may further reduce the availability of space for drain fields, which may not be proposed within the Plan line. The possible encroachment into the Plan line must be discussed in the EIR and the Public Works Department must comment on this issue.

B) Prior to commencement of the EIR, EHD must be provided with a map that identifies either the plan to connect to an existing wastewater system or adequate wastewater disposal area in each lot. The proposed wastewater disposal areas must be demonstrated to conform to the requirements of the Montgomery report (areal application rate of sewage per acre and

the design application rate of the individual sewage disposal design), the RWQCB and MCC 15.20. The map must also identify road cuts that may impact the location of a leach field area. As of this date EHD does not have a map that demonstrates the requirements as stated. Please provide a map with these requirements, which will facilitate our review.

IV: ***Water Supply.***

A) MCC 15.04.040 and MCC 19.03.015 require documentation of water rights prior to consideration of the application as complete. Copies of official documents verifying water rights were not included in your previous submittal. Should the water rights be verified through the submittal of documents, the Monterey County General Plan, 1982 encourages consolidation of systems and MCC 19.03.015 requires that the applicant perform an investigation and evaluation of the feasibility of consolidating with another water system in order to consider an application complete. This has not been provided as of this date. Please provide this evaluation.

B) A proposed water system of the size is classified according to the State of California as a Public Water System. The water system currently being proposed is a "Mutual Water Company". The State of California adopted a requirement that all new water systems document how the technical, managerial and financial (TMF) aspects of any new water system would be addressed. The TMF requirements are in place to insure that new public water systems have the financial, technical expertise and the managerial experience to comply with current laws. This is intended to ensure the long-term viability of a system and the source of supply. The TMF requirements may be located on the following link... http://www.cdph.ca.gov/certlic/drinkingwater/Pages/TMF.aspx A "TMF Report" is required prior to consideration of the application as complete by EHD. As of this date this information is not in our files and needs to be submitted or resubmitted.

C) One requirement of the TMF report is a Source Water Assessment. This assessment will require that the onsite wastewater system of the adjacent Carmel Valley Manor must be identified in this report. In addition discussion and analysis of the potential impact of the Carmel Valley Manor's wastewater system on the potable water source for the project must be addressed in the hydrogeology report, which can be done during the EIR.

D) It appears that this proposed water system is in the service area of the Cal Am water system; therefore, MCC 18.43 would apply. This ordinance states that no subdivisions in the Cal-Am service area can be approved unless the subdivision can demonstrate no intensification over historical water use and can further demonstrate a 10% reduction from historical water use.

E) In a letter dated, March 1, 1999 submitted by the applicant from Stephanie Locke Pintar of the Monterey Peninsula Water Management District, (MPWMD). This letter identifies that there may be potential water credits for the subdivision, however this letter needs to be reviewed and updated by MPWMD in light of the current proposed subdivision and the changes in the regulations and guidelines regarding water credits in the Carmel Valley basin. Their original letter only addressed the closing of the commercial use at the Nadura

property and an existing residence. All updates regarding the subdivision needs to be sent to the MPWMD. Ms. Pintar requested EHD notify applicants of the District's pre-application meeting procedures so that MPWMD staff could review the most recent proposal. Roger Van Horn had requested in the Incomplete Notice of July 31, 2006 that the applicant contact MPWMD to discuss the latest proposal as of that date. Their website is www.mpwmd.dst.org. Stephanie Pintar's telephone number is 658-5601.

F) In conformance to MCC 15.04.040 and 19.03.015 and the California Code of Regulations (CCR) Section 64563, a source water capacity test must be performed in conformance with EHD and MPWMD requirements and protocol. This test must be performed at the appropriate time of the year (June 1st – November 30th or the1st significant rainfall event). Please contact the Supervising Environmental Health Specialist for the Drinking Water Program, Cheryl Sandoval at 831-755-4552 for more information regarding this requirement. This must be completed in order to consider the application complete. The test has not been completed and reported to us as of this date.

A certified hydrogeologist or other qualified professional will then further evaluate the source capacity information in a hydrogeologic report to determine if there is a long-term water supply. Mr. Hooper requested in a letter dated April 15, 2003 to EHD that the Hydrogeologic Investigation be waived. Unfortunately, this request cannot be granted as it would not be in conformance with the requirements of MCC 19.03.015 for a hydrogeolic report. However, this may be done as part of the EIR process.

G) Any subdivision of 20 or more lots is required to have a back up source of potable water supply. Based on the documentation we currently have, the back up source for this subdivision has not been identified. Please be advised that a backup well will need to undergo the same testing and evaluation as the existing onsite well.

H) All sources of supply must have a complete and current chemical analysis meeting CCR Title 22 requirements. A state certified laboratory must take the sample and perform the chemical analysis. Please be advised that documentation verifying the chain of custody for the sample must also be submitted with the report. This information is required before the application can be determined as complete. As of this date a current and complete chemical analysis that meets CCR Title 22 requirements have not been submitted.

I) In conformance with MCC 19.03.015, please submit a Water Use and Nitrate Impact Questionnaire (WUNIQ), which was requested in the July 31, 2006 Incomplete Notice. This form is used to project a water balance. The demand figures used in this report must be consistent with the accepted demand figures of the MPWMD.

I hope this clarifies what additional information and documentation that the EHD will need to determine this project complete. The timely submission of the requested information will greatly facilitate the review of your project. We are certainly available to meet with you if you feel that you need additional clarification of any of our requests for documentation and information. You may call me at (831) 755-4539. In addition, for quick answers to any technical questions, you may

also call Mary Anne Dennis at (831) 755-4557 or Roger Van Horn (your EHD project manager) at (831) 755-4763.

Sincerely,

Allen J. Stroh, R.E.H.S., M.P.H
Director of Environmental Health

cc: Richard LeWarne, Assistant Director of Environmental Health
Cheryl Sandoval, Supervisor Environmental Health
Mary Anne Dennis, Supervisor Environmental Health
Roger VanHorn, Environmental Health
Alana Knaster, Deputy Director of Resource Management Agency
Bob Schubert, Planning Department
Howard Franklin, Tom Moss, Water Resources Agency
Henrietta Stern, Monterey Peninsula Water Management District
Stephanie Pintar, Monterey Peninsula Water Management District
Nader Agha
Bob Rosenthal
Susan Goldbeck

Exhibit 11

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BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 • SALINAS 424-7681 • FAX 649-4118

21 February 2008

ENVIRONMENTAL HEALTH
FEB 22 2008
HEALTH DEPARTMENT

MONTEREY COUNTY
DEPARTMENT OF HEALTH
1270 Natividad Road, #301
Salinas, CA 93906

Attn: Allen J. Stroh

Re: Response to Vista Nadura Subdivision Proposal, PLN 990274, Carmel Valley

Dear Mr. Stroh:

This is in response to your letter dated 12/27/07 concerning alleged incomplete items for our application PLN 990234 for Vista Nadura Subdivision in Carmel Valley. The numbering corresponds to numbers in your letter.

1. Project Description: The original 20 lot subdivision is revised to include 7 total rental units (1 existing) located within the original Lot #20. This is to meet current requirements for onsite provision of inclusionary dwelling units, which replaces the 1999 regulation, which allowed payment of monetary "in lieu" fees. These units are shown by the Vesting Tentative Map to occupy 7.3 acres within the former 8.5 acre Lot 20. Please note that these seven inclusionary dwellings are intended as rental units, remaining in the ownership of Mr. Agha, the developer.

2. A copy of the original (1982) Montgomery Engineer's Map is enclosed. It shows the presently proposed 50-acre subdivision as a portion of sub-water shed 32, 28 and 31.

3. Soil and Percolation Testing Report: As previously submitted, our original 2003 report provided complete information. The 2006 update was fully in compliance with your requirements. The adjacent wells (south and west of Vista Nadura) are all 100 or more feet from the Vista Nadura well and from all proposed septic drain fields. The cover letter specifically stated that all test holes passed, with one exception that was 0.96 inches per hour. Note that all lots exceed 1.5 acres versus the 1.0 acre minimum required.

   Also, please note that 3 holes were tested within the seven acre "inclusionary" lot. All exhibited more than twice the required one inch per hour percolation rates. Also, please note that the seven dwelling units will remain as a single ownership for rental only, so your stated fears of difficulty in having maintenance provided are wholly unwarranted.

4. 72-hour Pump Test: The sub-potable well was tested in 1979. It has since been used as an irrigation well for most of the 29 years to this date.

   Please note that this well and the separate distribution system is intended to serve ONLY the non-potable needs of the 26 dwellings plus 1 existing dwelling for a total of 27 dwellings. California American Water Company will serve all kitchen and wash basin uses, as well as fire protection needs. Non-potable needs are: baths, toilets, laundry facilities and outside irrigation. Cal-Am Water is therefor limited to approximately 20 gpd per person. Population is estimated at 3.2 persons per household, or 87 persons. Total potable (Cal-Am) consumption is thus 1,740 gallons per day, or approximately 1.9 acre feet per year (versus .85 x 2.48 Acre-feet = 2.10 Acre-feet allowable). The non potable uses are estimated at (50 gpd/person) + (21 lots x 0.4 acres x 7/12 x 18"/yr) or 4.87 Acre-feet + 7.35 Acre-feet = 12.22 Acre-feet per year or 4,350 + 6,560 gallons average day or about 27,275 gallons peak day at 2.5 peaking factor (assumes 0.4 acres of irrigated ground on each lot including the multi-

family lot of 18" per year for 210 days per year). These 27,275 gallons per day is produced using a 40 gpm pump for an average of 682 minutes per day. Therefore, a second well will only be necessary for standby.

III – Vesting Tentative Map Comments:

A. Regarding the plan line as shown on the inclusionary lots, it will not encroach on the Lot 21 drain field area. It may slightly reduce the size of that lot, but will not affect the drain fields. Furthermore, the left turn lane for entry to the subdivision, plus the further restrictions proposed for the upper Carmel Valley will undoubtedly eliminate any further expansion and therefore the need for a four lane road in this area.

B. We analyzed the need for sewer extension about 15 years ago. The proposal was for 172 dwellings on 50 acres, 50% of this was affordable housing. The 172 dwellings are still to be considered an alternative to the current Tentative Map.
Extension of CSD lines was examined, as well as pumping up to Carmel Valley Ranch. Both were rejected as too costly to support 172 units. It is obvious that service of 27 units would be far too expensive.

The reason for considering on-site septic tanks is that Montgomery restrictions have been proven unnecessary. We could not approach the Board of Supervisors about relief from those restrictions without EDH concurrence. But Montgomery is now 26 years old and only 0.1 ppm nitrates have been observed. We considered that you would concur a change to be warranted.

IV – Water Supply:

You were furnished a copy of Ms. Pintar's letter outlining the available credits. Since the horse operations are intended to be closed upon construction of the residential application completion, the 2.48 acre feet of credit obviously will be used. We propose supplementing that potable supply using the well, with documentation that was long ago submitted. The existence of several hundred feet of saturated sands and gravel below the confined Carmel Valley Aquifer (separated by nearly 100 feet of cased off aquaclude) was all discussed in our 1978 EIR, which you are well aware of.
This lower aquifer will be our source of sub-potable water. I think you are fully aware of Cal-Am's peninsula wide use of the potable supply that we intend for use in kitchens and wash basins and that you are fully advised on its quality. So asking us to supply copies of their data is totally redundant.

Very truly yours,
BESTOR ENGINEERS, INC.

for James C. Wing
Carl L. Hooper

cc: Richard LeWarne, Assistant Director of Environmental Health
Cheryl Sandoval, Supervisor Environmental Health
Mary Anne Dennis, Supervisor Environmental Health
Roger VanHorn, Environmental Health
Alana Knaster, Deputy Director of Resource Management Agency
Bob Schubert, Planning Department
Howard Franklin, Tom Moss, Water Resources Agency
Henrietta Stern, Monterey Peninsula Water Management District
Stephanie Pintar, Monterey Peninsula Water Management District
Nader Agha
Bob Rosenthal
Susan Goldbeck

W.O. 3782.01
CLH/jf.L:/3782/378201/Docs/080121 Allen Stroh.doc

BESTOR ENGINEERS, INC. 9701 BLUE LARKSPUR LANE MONTEREY, CALIFORNIA 93940

Exhibit 12

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MONTEREY COUNTY

DEPARTMENT OF HEALTH LEN FOSTER, Director

ADMINISTRATION
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BEHAVIORAL HEALTH
CLINIC SERVICES
COMMUNITY HEALTH
EMERGENCY MEDICAL SERVICES
ENVIRONMENTAL HEALTH
OFFICE OF THE HEALTH OFFICER
PUBLIC ADMINISTRATOR/PUBLIC GUARDIAN

March 18, 2008

HEALTH DEPARTMENT
JAN 0 6 2010
ENVIRONMENTAL HEALTH

RECEIVED
MAR 24 2008
Engineers

Nader Agha
c/o Jim Wurz
Bestor Engineers, Inc.
9701 Blue Larkspur Lane,
Monterey, CA 94940

Re: Letter from Carl Hooper, February 21, 2008
Vista Nadura Subdivision Proposal, PLN 990274, Carmel Valley

Dear Mr. Agha:

The Environmental Health Division (EHD) has received a response from your project engineer Carl Hooper dated February 21, 2008. Mr. Hooper has updated the project description as requested but unfortunately has not provided EHD with any of the other information or initiated any of the actions that were requested in our letter of December 27, 2007. My staff is very anxious to complete the processing of this proposed project, so it would certainly help expedite our review if all of the remaining actions are completed and required information is submitted to EHD as soon as possible.

To assist you, the following is a list in italics of the major request areas contained in my letter dated December 27, 2008, followed by a status report of whether:

- required actions were or were not completed;
- requested information has not yet been received;
- requested information was received and is complete;
- requested information was received in part, but is still incomplete.

1. ***Submit a complete project description.***

   Complete. We are in receipt of your complete project description.

2. ***Provide a map of the proposed subdivision in relation to the Carmel Valley Wastewater Study that was conducted by Montgomery Engineers (i.e. map of the proposed project with an overlay of the pertinent sub basins).***

   Incomplete. We are in receipt of a small-scale map which lacks necessary detail; and which is a copy of the original map that was included in the Montgomery Engineers' report. The map as

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http://www.co.monterey/health/EnvironmentalHealth/

submitted does not show a detailed, comprehensive view of the proposed subdivision as requested. It only depicts the property boundaries in which the subdivision is being proposed and the sub basins in and around the subject parcel. Please provide the detailed map as described in my letter dated December 27, 2007 and per the restatement in this letter (#2). If you are not clear regarding what details are required for an acceptable map, please contact Roger Van Horn at (831) 755-4763 for further explanation of what is required on the map.

3. *Wastewater*

Incomplete. Mr. Hooper's response still lacks critical information and fulfillment of action items to enable EHD to move this project forward with regard to wastewater. Please submit the following information and complete or schedule the required actions as follows:

- Submit a soils and percolation testing report that conforms to the requirements of the Monterey County Code 15.20.070(C)(1)(d).
- Submit an updated proposed subdivision map that depicts the following detail:
  - Septic envelops within the proposed lots;
  - Location of soil borings and percolation tests on the most current lot configuration;
  - Indicate on the map that the size of the proposed lots are in conformance to the areal application rate as denoted in the Montgomery Engineers' Report;
  - Indicate on the map that the septic system disposal field designs for each lot will be in conformance to the design application rates of the appropriate sub basin as denoted in the Montgomery Engineers' Report;
  - Depict any proposed road cuts or other cuts that may impact sewage disposal fields within the proposed lots.
- Provide a clarification regarding the notation on lot 9 as requested in my December 27, 2007 letter. (This was not included in Mr. Hooper's last submittal.)
- Schedule a date with the Environmental Health Division (EHD) to witness percolation tests on proposed lots 5, 8, 9, 15, and 17. (This action has not been completed as yet.)
- Schedule a date with EHD to witness a 22-foot soil boring on lot 5 (This action also has not been completed as yet.)

Roughly, two thirds of the subject property appears to be in sub basin 32, which has a prohibition on any further subdivisions. As indicated in our letter of December 27, 2008 sewering the project may be a solution to this concern. Unfortunately, Mr. Hooper's response did not update the previous and rather dated analyses of sewering options.

4. *Water Supply*

Incomplete. Mr. Hooper's response still lacks critical information and fulfillment of action items to enable EHD to move this project forward with regard to water supply. Please submit the following information and complete or schedule the required actions as follows:

- Submit copies of official documents verifying water rights;
- Submit documentation of the Technical, Managerial, and Financial resources for the project;
- Contact the Monterey Peninsula Water Management District (MPWMD) for their review of the most recent subdivision proposal as they had previously requested; and then provide an updated letter from MPWMD to EHD with the results of their review. A current MPWMD analysis of the project must be completed and submitted to EHD before the EIR can be commenced.
- Perform a pump test that could potentially be up to 72 hours depending on the production rate. The pump test must conform to the guidelines of the Health Department on the primary and backup wells. The tests must be performed between June 1st – November 30th or the first significant rainfall event and witnessed by EHD staff. The pump tests have been requested in our incomplete notices that have been previously sent to you.
- Submit a Water Use and Nitrate Impact Questionnaire.

Mr. Hooper proposes in his letter of February 21, 2008 that the well on the property is intended to supply non-potable water for baths, toilets, laundry facilities and outside irrigation. He further proposes that potable water for kitchens, washbasins and fire protection will be supplied by connections to Cal–Am.

These proposals raise two major concerns:

1. Dual plumbing systems are not permitted in any residential developments due to the potential of cross-connections per the California Plumbing Code, California Code of Regulations Title 24, Part 5, Chapter 6, 601.1; and;
2. As you are aware the Carmel Valley River Basin is adjudicated. Therefore Cal-Am does not have any additional water connections that are available to new subdivisions. Cal-Am cannot even honor will-serve letters that they had issued prior to the adjudication.

So that the writing of the Environmental Impact Report can begin as soon as possible, please submit the preceding requested information and schedule and complete the requested actions. If for some reason you are unable to provide the needed information and/or complete the required actions, then EHD has the option of completing our file with a recommendation for denial in order to keep the processing of your project moving; this would allow your proposed project to be heard at the appropriate hearing body. Please communicate your wishes to Roger Van Horn at your earliest convenience.

Sincerely,

Allen J. Stroh, REHS, MPH
Director of Environmental Health

1270 Natividad Road, Rm. 301, Salinas, CA 93906 PHONE (831) 755-4507 FAX (831) 755-8929
http://www.co.monterey/health/EnvironmentalHealth/

C: Richard LeWarne, Assistant Director of Environmental Health
Cheryl Sandoval, Supervisor Environmental Health
Mary Anne Dennis, Supervisor Environmental Health
Roger VanHorn, Environmental Health
Alana Knaster, Deputy Director of Resource Management Agency
Bob Schubert, Planning Department
Howard Franklin, Tom Moss, Water Resources Agency
Henrietta Stern, Monterey Peninsula Water Management District
Stephanie Pintar, Monterey Peninsula Water Management District
Nader Agha
Bob Rosenthal
Susan Goldbeck

Exhibit 13

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MONTEREY COUNTY

DEPARTMENT OF HEALTH LEN FOSTER, Director

ADMINISTRATION
ANIMAL SERVICES
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EMERGENCY MEDICAL SERVICES
ENVIRONMENTAL HEALTH
OFFICE OF THE HEALTH OFFICER
PUBLIC ADMINISTRATOR/PUBLIC GUARDIAN

June 4, 2008

Nader Agha
c/o Jim Wurz
Bestor Engineers, Inc.
9701 Blue Larkspur Lane,
Monterey, CA 94940

Re: Meeting to review items still needed
Vista Nadura Subdivision Proposal PLN990274

Dear Jim:

This formal letter is a follow up to our meeting on April 30, 2008 with you, Nicki Silva and myself, regarding the items that are still outstanding or need greater clarification for the Vista Nadura Subdivision. Following are the items with reference to our letter dated March 18, 2008:

1. Complete

2. Montgomery Study map – Still need subdivision lots and septic envelopes on Montgomery Study map overlay. Also, show sub-basins by number (sub basin 32 does not allow further subdivision)

3. Wastewater – Please refer to March 18 letter, all items still need to be addressed. Also, a new analysis/feasibility study for the possibility of connecting to CAWD should be addressed.

4. Water Supply –
   - Official documents verifying water rights for the existing well due to location within Carmel River Basin.
   - Submit Technical, Managerial and Financial resources for the project.
   - Updated letter from MPWMD.
   - New 72-hour pump and chemical test for existing well.
   - Submit WUNIQ.

Again I want to make it clear, EHD does not permit dual plumbing systems with the potential of a cross-connection in any residential developments under the guidelines of the California Plumbing Code, California Code of Regulations Title 24, Part 5, Chapter 6, 601.1

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http://www.co.monterey/health/EnvironmentalHealth/

Unfortunately, the Environmental Impact Report cannot move forward until the above requested information is submitted and the actions requested performed.

If you have any question please feel free to call me at 755-4763.

Sincerely,

Roger Van Horn, R.E.H.S.
Senior Environmental Specialist

Cc: Allen Stroh, Director, Environmental Health
Richard LeWarne, Assistant Director, Environmental Health
Mary Anne Dennis, Supervisor EHRS

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http://www.co.monterey/health/EnvironmentalHealth/

Exhibit 14

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MONTEREY COUNTY

DEPARTMENT OF HEALTH LEN FOSTER, Director

ADMINISTRATION
ANIMAL SERVICES
BEHAVIORAL HEALTH
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COMMUNITY HEALTH
EMERGENCY MEDICAL SERVICES
ENVIRONMENTAL HEALTH
OFFICE OF THE HEALTH OFFICER
PUBLIC ADMINISTRATOR/PUBLIC GUARDIAN

September 4, 2008

Nader Agha
542 Lighthouse Avenue
Pacific Grove, CA 93950

Re: Phone conversation with Nader Agha
Vista Nadura Subdivision Proposal PLN990274

Dear Nader:

This letter is a follow up to document our phone conversation on Thursday August 28, 2008, regarding your decision to connect to CAWD for your project, Vista Nadura Subdivision's, wastewater disposal. As I stated during our conversation, by connecting with CAWD, this alleviates EHD's concerns regarding the impact of the subdivisions wastewater affluent on the Nitrate loading within the Carmel Valley water shed/Caramel River Basin. Also as we discussed, we will need a Can and Will serve letter from CAWD and will also need engineered plans for the pipe line and connections to CAWD's mains.

We still need to take care of the water supply issues for the project, as listed below, by working together I think that we may be able to accomplish a workable solution. Items that need to be accomplish:

- Official documents verifying water rights for the existing well due to location within Carmel River Basin.
- Submit Technical, Managerial and Financial resources for the project.
- Updated letter from MPWMD regarding water credits.
- New 72-hour pump and chemical test for existing well.
- Submit WUNIQ.

Again I want to make it clear, EHD does not permit dual plumbing systems with the potential of a cross-connection in any residential developments under the guidelines of the California Plumbing Code, California Code of Regulations Title 24, Part 5, Chapter 6, 601.1

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http://www.co.monterey/health/EnvironmentalHealth/

Unfortunately, the Environmental Impact Report cannot move forward until the above requested information is submitted and the actions requested performed.

If you have any question please feel free to call me at 755-4763.

Sincerely,

Roger Van Horn, R.E.H.S.
Senior Environmental Specialist

Cc: Allen Stroh, Director, Environmental Health
Richard LeWarne, Assistant Director, Environmental Health
Mary Anne Dennis, Supervisor EHRS
Jim Wurz, Bestor Engineers, Inc.
Bob Schubert, Planning and Building Department

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Exhibit 15

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MONTEREY COUNTY

DEPARTMENT OF HEALTH Ray Bullick, Director

ANIMAL SERVICES
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ENVIRONMENTAL HEALTH
PUBLIC HEALTH
PUBLIC ADMINISTRATOR/PUBLIC GUARDIAN

December 17, 2010

Nader Agha
542 Lighthouse Avenue
Pacific Grove, CA 93950

Re: Vista Nadura Subdivision Proposal PLN990274

Dear Mr. Agha:

This letter is to document our phone conversations regarding letters sent to you by Bob Schubert at the Planning Department, dated Oct 28, 2010 and Nov 8, 2010, concerning your Vista Nadura Subdivision proposal. As stated in the Oct 28 letter, while Resolution No.02-024 remains in effect, staff was directed by the Board of Supervisors to recommend denial of all proposed subdivisions in Carmel Valley which includes yours. Additionally, the Board of Supervisors adopted the 2010 Monterey County General Plan on October 26, 2010. Policy LU-9.3 requires projects that were deemed complete after Oct 16, 2007 to be governed by the plan, policies, ordinances and standards that are enacted as a result of the 2010 General Plan. Carmel Valley projects that remained incomplete as of Oct 16, 2007 shall comply with the following sections of the 2010 General Plan: LU-1.19, Policies CV-1.6, CV-2.18 CV-2.19 and CV-5.4. Environmental Health Bureau (EHB) first deemed your project incomplete on July 31, 2006, the status remains unchanged.

Since 2006, EHB has met with, exchanged letters and had numerous phone conversations with you and your representatives at Bestor Engineers regarding the outstanding items needed before EHB could deem the project complete. Specifically, EHB sent you a letter dated Sept 4, 2008, with a list of outstanding items needed in order to deem your project complete. As of this date only one item, a partial chemical test dated Feb 2009, has been submitted. An 8 hour pump test was conducted on Sept 18, 2008, which was not the required 72 hour test as detailed in the Sept 4, 2008 letter.

The following items/reports/technical information remains outstanding and must be supplied to EHB before a complete determination can be on this project:

- Official documents verifying water rights for the existing well due to location within Carmel River Basin.
- Technical, Managerial and Financial resources for the project.
- Updated letter from MPWMD regarding water credits.
- New 72-hour pump and chemical test for existing well.

1270 Natividad Rd., Salinas, CA 93906 (831) 755-4507 (831) 796-8680 FAX

- Initial Water Use and Nitrate Impact Questionnaire (WUNIQ).
- Also, in the chemical test dated Feb 12, 2009, the Fluoride results were 6 mg/L (three times the MCL of 2 mg/L) subsequently, quarterly conformation samples for Fluoride should have been taken to demonstrate Fluoride thresholds.

Regarding wastewater disposal, a letter from Sanford Veile of the Carmel Area Wastewater District (CAWD), dated Oct 23, 2008, stated that the project will have to apply to amend the CAWD Sphere of Influence in order to be annexed into the district. He also noted that in recent applications for annexation, LAFCO staff has taken a much closer look at extension of CAWD services beyond the existing Sphere of Influence. Since the proposed Vista Nadura subdivision is planning to connect to CAWD, LAFCO may raise concerns about your proposal.

Due to the directive from the Board of Supervisors as mentioned above, EHB is unable to make a favorable recommendation even if all of the above items are supplied and are satisfactory to EHB. Please refer to Bob Schubert's letters dated Oct 28 and Nov 8, 2010 for further explanation on the Board directives.

If you have any question please feel free to call me at 755-4763.

Sincerely,

Roger Van Horn, R.E.H.S.
Senior Environmental Specialist

Cc: John Ramirez, Director, Environmental Health
Richard LeWarne, Assistant Director, Environmental Health
Nick Silva, Acting Supervisor EHRS.
Mike Novo, Director of Planning
Bob Schubert, Planning and Building Department
Jim Wurz, Bestor Engineers, Inc

Exhibit 16

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COUNTY OF MONTEREY
HEALTH DEPARTMENT

MEMORANDUM

ENVIRONMENTAL HEALTH BUREAU

Nov 15, 2011

To: **Bob Schubert, Planner**
Monterey County Planning Department

From: **Roger Van Horn, R.E.H.S.**
Environmental Health Review

Subject: **PLN990274, Vista Nadura**

The Environmental Health Bureau considers the above referenced project as incomplete with <u>recommendation for denial</u> due to lack of proof of a sustainable long-term, potable water supply as defined in Monterey County Code, Title 19 Subdivision Ordinance, 19.02.143 Long Term Water Supply.

- Official documents verifying water rights for the existing well due to location within Carmel River Basin have note been supplied to EHB. The Monterey Peninsula Water Management District (MPWMD) needs to be advised of this project so they may make comments regarding any specific concerns they might have as to water intensification usage. Please contact Henrietta Stern at the MPWMD for information regarding requirements. MPWMD has requested EHB to advise applicants to enter the MPWMD "Pre-application Conference".

- Chemical test dated Feb 12, 2009, the Fluoride results were 6 mg/L (three times the MCL of 2 mg/L) subsequently, quarterly conformation samples for Fluoride should have been taken to demonstrate Fluoride thresholds. After a meeting with the applicant in April 2011, a conformation sample was taken, the result was 3.48 mg/L, still over the MCL. Quarterly conformations samples are still required.

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Exhibit 16a

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COUNTY OF MONTEREY
HEALTH DEPARTMENT

MEMORANDUM ENVIRONMENTAL HEALTH BUREAU

JULY 12, 2011

To: Bob Schubert, Planning Director Monterey County Planning Department

From: Roger Van Horn, R.E.H.S. Environmental Health Review

Subject: PLN990274, Vista Nadura Subdivision

The Environmental Health Bureau considers the above referenced project as complete with recommendation for denial due to lack of proof of a sustainable long-term, potable water supply as defined in Monterey County Code, Title 19 Subdivision Ordinance, 19.02.143 Long Term Water Supply.

- Official documents verifying water rights for the existing well due to location within Carmel River Basin have note been supplied to EHB. The Monterey Peninsula Water Management District (MPWMD) needs to be advised of this project so they may make comments regarding any specific concerns they might have as to water intensification usage. Please contact Henrietta Stem at the MPWMD for information regarding requirements. MPWMD has requested EHB to advise applicants to enter the MPWMD "Pre-application Conference".

- Chemical test dated Feb 12, 2009, the Fluoride results were 6 mg/L (three times the MCL of2 mg/L) subsequently, quarterly conformation samples for Fluoride should have been taken to demonstrate Fluoride thresholds. After a meeting with the applicant in April 2011, a conformation sample was taken, the result was 3.48 mg/L, still over the MCL. Quarterly conformations samples are still required.

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Exhibit 17

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Project Referral Sheet

Monterey County RMA Planning
168 W Alisal St 2nd Floor
Salinas, CA 93901
(831) 755-5025

TO: **FIRE DEPARTMENT** **HEALTH DEPARTMENT**
PUBLIC WORKS **WATER RESOURCES AGENCY**
PARKS DEPARTMENT **OTHER:** _____

PLEASE SUBMIT YOUR COMMENTS FOR THIS APPLICATION BY: Tuesday, May 31, 2016

Project Title: AGHA DURELL D TR
File Number: PLN990274
File Type: PC
Planner: SCHUBERT
Location: 8767 CARMEL VALLEY RD CARMEL
Assessor's No: 169-011-009-000-000-M
Project Description:
Combined Development Permit consisting of: 1) a Standard Subdivision Tentative Map of a 50 acre property into 20 lots ranging in size from 1.1 acres to 8.5 acres, including grading for the construction of a 20-foot wide access road, and 2) a Use Permit for development on slopes greater than 25% (access road). The property is located at 8767 Carmel Valley Road, Carmel (Assessor's Parcel Numbers 169-011-009-000, 169-011-014-000 and 169-011-015-000), Carmel Valley Master Plan.
Status: COMPLETE/INCOMPLETE (highlight/circle one)
Recomended Conditions:

The Environmental Health Bureau has reviewed the above referenced application and has considered the application incomplete. The following reports and/or information are needed prior to considering the application complete.

An updated map has been received by EHB. It appears that the only change of substance to this application is that wastewater will now be served by Carmel Areas Wastewater District (CAWD). As such, please provide certification to EHB that CAWD can and will provide sewer service for the proposed property/project. Also, please provide information and or agreements as to how the sewer main will be connected to this project (both financially and logistically). Note these lots were not included in the most recent Carmel Area Wastewater District 2016 Sphere of Influence & Annexation Proposal (REF160026 LAFCO 16-01). Thus, further LAFCO annexation and environmental review will be necessary on the wastewater expansion.

Note: as the only document submitted was a revised map with changes to the wastewater, a full file status was not completed on this application. However, in November 2011, EHB made a determination of recommendation for denial on this project due to lacking water rights and Fluoride in excess of the state maximum contaminate level. These concerns have yet to be resolved. Please provide an update with documentation as to the status of these issues (see attached memo).

Please note that this project is subject to the current General Plan. As such, this project will require proof of a Long Term Sustainable Water Supply and an Adequate Water Supply System pursuant to General Plan policy PS 3.2. This review can be done through a contracted Hydrogeologic Geologic Report through RMA or through the EIR process. Please contact your planner to learn more on this subject.

It is unknown at this time if there are any other EHB concerns outstanding on this project. Prior to moving forward with a comprehensive review, EHB needs information from the applicant in regards to the requested direction. Please contact Janna Faulk at 755-4549 or faulkjl@co.monterey.ca.us to discuss.

Signature: Janna L Faulk **Date:** May 31, 2016
Please return a copy to RMA Planning

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Exhibit 18

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PAUL W. MONCRIEF
L. PAUL HART
DENNIS J. LEWIS
KOREN R. MCWILLIAMS
LINDA N. SUNDE

MONCRIEF & HART

A PROFESSIONAL CORPORATION

16 W. GABILAN STREET
SALINAS, CALIFORNIA 93901
PH: (831) 759-0900
FX: (831) 759-0902
MoncriefHart.com

May 11, 2017

File No. 6377.002

Mr. Carl Holm, Director
Monterey County Resource Management Agency
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901

RE: Vista Nadura Subdivision, Carmel Valley (PLN990274)

Dear Mr. Holm:

My firm represents Mr. Nader Agha and we respectfully request a written opinion from the Director of the Resource Management Agency pursuant to Monterey County Code 21.82.040 B to determine whether or not Mr. Agha's project was deemed complete prior October 16, 2007 and the adoption of the 2010 Monterey County General Plan. We believe that this application should have been deemed complete prior to October 16, 2007 and should be governed by the plans, policies, ordinances and standards in effect at that time.

Mr. Agha's property is located at 8767 Carmel Valley Road (APNs 169-011-009, 014 and 015) in Carmel Valley and proposes a twenty lot subdivision on a 50 acre parcel (PLN990274).

As you are aware, this project was first proposed and deemed complete in 1978. A Final Environmental Impact Report for the project was prepared by Larry Seeman Associates, Inc. on behalf of the County in May 1979. At that time, the project proposed a subdivision of the property for 259 single family dwellings (78-055) over what was a 1300 acre parcel at the time. Mr. Agha acquired interest in the 1300 acre parcel in 1978. In 1985, Mr. Agha acquired the existing 50 acre parcel.

The project was resubmitted as it exists today by our client on August 1, 1999 and at that time proposed a 20 lot residential subdivision of the property. This application was considered by the Carmel Valley Land Use Advisory Committee in 1999 and again on September 23, 2002 and October 7, 2002.

Throughout the years, the project was delayed due to Board of Supervisor's Resolutions 99-379, 01-133, and 02-024 requiring residential and commercial subdivisions proposed in the Carmel Valley Master Plan Area be denied pending the construction of left turn pockets on Carmel Valley Road, construction of capacity increasing improvements to State Highway 1 and the adoption of the Master Plan policies relating to level of service on Carmel Valley Road. The historical record for this project shows that Mr. Agha was routinely informed his project would be denied because of this moratorium.

One of the ongoing issues related to this project is related to water rights and credits for the property. In March 1999, the Monterey Peninsula Water Management District provided a letter documenting the historical usage on the property as 2.43 acre/feet per year. While a credit was not issued at that time, a determination regarding water availability was made. Mr. Agha had worked with MPWMD since 1996 to obtain this determination. It was after this determination that Mr. Agha submitted his application for the subdivision on August 1, 1999.

Project Planner, Robert Schubert released a Request for Proposals for the Environmental Impact Report on the 20 lot residential subdivision with proposals due on July 21, 2006. EMC Planning Group was selected to prepare the EIR for this project. On July 31, 2006, Environmental Health provided a Project Referral Sheet considering the application incomplete with comments related to wastewater and water. As early as 2002, the record shows that Bestor Engineers worked to address the wastewater and water quality issues as requested by Environmental Health. And as previously noted, Mr. Agha had worked with MPWMD to establish a determination for water credits on his property as early as 1997.

On July 12, 2011 Roger Van Horn prepared a Memorandum to Bob Schubert regarding the completeness of the Vista Nadura project and notes that the project is "complete with recommendation for denial". While this memorandum occurs after October 16, 2007 we submit that no additional information had been provided that would have changed this determination of completeness prior to 2007.

A variety of factors have prohibited this project from moving forward for most of the past thirty years, many of which were beyond Mr. Agha's control and we believe that this project should have been deemed complete prior to October 16, 2007. We appreciate your consideration of this very important matter.

Yours Truly,

Paul Hart

Exhibit 19

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MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY
Carl P. Holm, AICP, Director

LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS

1441 Schilling Place, South 2nd Floor (831)755-4800
Salinas, California 93901-4527 www.co.monterey.ca.us/rma

January 24, 2018

Mr. Paul Hart
Moncrief & Hart
16 W. Gabilan Street
Salinas, CA 93901

RE: Vista Nadura Subdivision, Carmel Valley (PLN990274)

Dear Mr. Hart:

Mr. Carl Holm, Director of the RMA for Monterey County asked me to review your letter and file materials related to application completeness of the above-referenced proposed subdivision. I found a letter dated August 3, 2006 to Mr. Nader Agha, the property owner, from Bob Schubert, Senior Planner with RMA stating that "All of the County Departments have now deemed the application complete, with the exception of Environmental Health." He referenced an attached memorandum from Environmental Health dated July 31, 2006 which stated the application was incomplete due to 8 itemized issues to do with project description, septic system, and water supply. A subsequent letter to Mr. Agha dated October 28, 2010 from Bob Schubert reiterates his letter of August 2006. It seems the Environmental Health issues had not yet been addressed as of that date.

I note your citation of a memorandum dated July 12, 2011 from Roger Van Horn of the Monterey County Environmental Health Department to Bob Schubert noting the project is "complete with recommendation for denial." I also found a subsequent memorandum from and to the same staff members dated November 15, 2011 stating the project is "incomplete with recommendation for denial due to a lack of proof of a sustainable long-term potable water supply as defined in Monterey County Code, Title 19 Subdivision Ordinance, 19.02.14." The memo states that "Official documents verifying water rights for the existing well due to location within Carmel River Basin have not been supplied EHB," and also requesting additional Fluoride sample tests, as the initial test results showed Fluoride levels in excess of state maximums.

The most recent communication from the Health Department is dated May 31, 2016 from Jana L Faulk of the Health Department to Bob Schubert, Senior Planner, which still states the project application is still incomplete and refers to the previously cited November 15, 2011 memorandum stating, "these concerns have not yet been resolved."

The issues raised by the Health Department are valid and based on requirements for application submittal in the Monterey County Subdivision Ordinance.

In support of your assertion that the subdivision application should be deemed complete prior to October 16, 2007, please submit to me your information addressing the Health Department issues listed in the memorandum of July 31, 2006.

Alternatively, if you believe the Health Department has made an incorrect administrative determination concerning the completeness of the application, this letter will confirm that your application is currently incomplete. You may file an appeal of this administrative interpretation of the Subdivision Ordinance with the Planning Commission pursuant to section 19.17.040 of the Monterey County Code:

19.17.040 - Application.

A. Appeals pursuant to this Chapter may only be taken from the written decision or opinion of the Director of Planning, or the Health Officer as applicable.
B. Requests for a written decision or opinion from the Director of Planning shall be made in writing. Requests must be specific and in sufficient detail to provide a clear basis for issuing the requested decision or opinion.
C. Upon receipt of an appropriate request, the Director of Planning shall respond in writing within ten (10) days setting forth the decision of the Director of Planning. Said response shall also include the statement "Should you wish to appeal this decision, the appeal must be filed with the Secretary to the Planning Commission no later than 5:00 p.m.(on date.)or no subsequent appeal on this issue may be heard." The Director of Planning shall provide a minimum of ten (10) days from the date of mailing the letter for filing an appeal.
D. The appeal shall set forth in detail:
   1. The identity of the appellant and interest in the decision;
   2. The identity of the decision appealed;
   3. A clear, complete, but brief statement of the reasons why, in the appellant's opinion, the administrative decision or interpretation is unjustified or inappropriate because:
      a. The findings, interpretation and decision are not supported by the evidence, or
      b. The decision or interpretation is contrary to law.
   4. The specific reasons the appellant disagrees with the decision or interpretation.
E. The appeal shall not be accepted by the Secretary to the Planning Commission unless it is complete and complies with all requirements.

(Ord. 4082, 2000; Ord. 3797, 1994)
(Ord. No. 5135, § 89, 7-7-2009)

19.17.050 - Action by the Planning Commission.

A. The Planning Commission shall consider the appeal and render a decision thereon within sixty (60) days after the receipt thereof.
B. The Planning Commission may, after its consideration of the administrative decision or interpretation, affirm, reverse or modify the interpretation.
C. In so acting on an administrative decision or interpretation, the Planning Commission shall indicate the reasons for its affirmation, reversal or modification of the administrative interpretation.
D. The decision of the Planning Commission may be appealed to the Board of Supervisors pursuant to .

(Ord. 3797, 1994)

19.17.060 - Fees.

The fee for such appeal shall be set from time to time by the Board of Supervisors, by resolution. No part of such fee shall be refundable.
(Ord. 3797, 1994)

Please let me know how you wish to proceed.

Respectfully,

John M. Dugan, AICP
Monterey County RMA
Deputy Director of Land Use
dugan@co.monterey.ca.us
(831) 759-6654

John Ramirez
Monterey County Environmental Health
Director, Environmental Health Bureau
ramirezj1@co.monterey.ca.us
(831) 755-4539

Enclosures: Five (5)

cc: Carl P. Holm
Bob Schubert

Project Referral Sheet

Planning & Building Inspection Department
168 W Alisal St 2nd Floor
Salinas, CA 93901
(831) 755-5025

TO: FIRE DEPARTMENT — HEALTH DEPARTMENT
PUBLIC WORKS — WATER RESOURCES AGENCY
PARKS DEPARTMENT — OTHER: _____

PLEASE SUBMIT YOUR COMMENTS FOR THIS APPLICATION BY: Monday, July 31, 2006

WATER ISSUES

5. In the event that the development meets the definition of a water system and will require the establishment of a permitted water system and if a individual well or wells are to be used, water quality and quantity information meeting all applicable State and County requirements shall be submitted to the Director of Environmental Health for review and approval as evidence that an adequate water supply exists for the project. The well or wells shall first undergo a minimum of a 72-hour continuous pump test to determine the yield of the well to meet the required quantity. The pump tests shall be made no earlier than June 1 of each year and no later than the first significant rainfall event of the wet season. A representative of the Division of Environmental Health shall witness the pump tests.

6. Please refer to the attached **"Water System Completeness Requirements"** check sheet. This is provided to further detail the requirements of MMC Title 19, Subdivision Ordinance. The items listed may or may not be necessary depending on your final project description.

7. Since Initial Water Use Questionnaire submitted indicates an intensification of water use, a determination shall be made by a hydrogeologist under contract to the County as to the requirement for any additional water resources information. If any hydrologic or hydrogeologic reports are deemed necessary, the County will contract directly with a qualified consultant, at the applicant's expense, upon request of the applicant. A written request to the Division of Environmental Health is necessary to commence with the preparation of a scope of work.

8. The Monterey Peninsula Water Management District (MPWMD) needs to be advised of this project so they may make comments regarding any specific concerns they might have as to water intensification usage. Please contact Henrietta Stern at the MPWMD for information regarding requirements. MPWMD has requested MCDDEH to advise applicants to enter the MPWMD "Preapplication Conference".

Signature: Roger Van Horn — Date: July 31, 2006 — 2

Please return a copy to Planning & Building Inspection Department
IDR Comments Due Date: 07/31/2006
Date IDR Referral Sheet Printed: 07/14/2006

Project Referral Sheet

Planning & Building Inspection Department
168 W Alisal St 2nd Floor
Salinas, CA 93901
(831) 755-5026

TO: FIRE DEPARTMENT — HEALTH DEPARTMENT
PUBLIC WORKS — WATER RESOURCES AGENCY
PARKS DEPARTMENT — OTHER: _____

PLEASE SUBMIT YOUR COMMENTS FOR THIS APPLICATION BY: Monday, July 31, 2006

SUBDIVISION APPLICATION
WATER SYSTEM COMPLETENESS REQUIREMENTS

The Monterey County Subdivision Ordinance, section 19.03.015 *Tentative Map: Additional Data and Reports, subsection L. 2. Evaluation of Public Health and Safety Impacts,* (discussed herein separately from Hydrogeologic report requirements) requires that prior to an application for subdivision being deemed complete, the following information shall be submitted:[1]

N/NA ?

☐ **Water System Consolidation Letter** - Monterey County Code (MCC) 15.04.040; MCC 19.03.016
- ☐ To include the identification of all existing public water systems located within one mile and the feasibility of incorporating into the existing system or being owned, operated or managed by a satellite agency.

☐ **Valid "Can and Will Serve" Letter, and Financial Arrangements secured.** - MCC 19.03.015
- ☐ Documents ability to serve with expiration date in place.

☐ **Water Rights** – MCC 15.04.040; MCC 19.03.016
- ☐ Deed of Trust for well, and/or;
- ☐ Documentation of Surface Water Rights
- ☐ Identification of any other water rights issues

☐ **Additional Technical, Managerial and Financial (TMF) Water System Requirements** as Summarized below: – MCC 15.04.040, MCC 19.03.015, Health and Safety Code (H&SC) 116540
- ☐ Source Water Assessment Program (SWAP) evaluation including a map of potential contaminating activities that could affect the system, i.e. onsite wastewater systems.
- ☐ Description of type of ownership
- ☐ Operator certification
- ☐ How legal, engineering and other professional services will be provided
- ☐ Budget projection including revenues, expenditures, and rate structure.
- ☐ Equipment replacements reserve and prioritized plan.

☐ **Water Source Capacity Requirements (Pump tests)** – MCC 15.04.140 and 19.03.015, California Code of Regulations (CCR) Section 64563
- ☐ Witnessed and performed in accordance with MCEHD requirements.
- ☐ Minimum of three (3) gallons per minute (gpm) for individual wells.
- ☐ Safe yield determination from water management agency and MCEHD.

☐ **Complete Source Water Quality Analysis**[1] (see attached Matrix) – MCC 15.04.080, H&SC 116555, CCR Title 22
- ☐ Meets all Title 22 water quality parameters
- ☐ Independent re-sampling to confirm contaminants as necessary
- ☐ Best Available Treatment technology plan with estimated start-up and operating costs

Notes:

[1] Water Supply Policy and Permit Procedure Manual, page 4: *No provision in a county code can be substituted for the issuance of the water supply permit pursuant to the CHSC, Sections 115525 through 116550.*

[2] CDHS policy states, *"Drinking water quality and public health shall be given greater consideration than costs or cost savings when evaluating alternative drinking water sources or treatment processes."*

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9/05

Signature: Roger Van Horn **Date:** July 31, 2006

Please return a copy to Planning & Building Inspection Department
IDR Comments Due Date: 07/31/2006
Date IDR Referral Sheet Printed: 07/14/2006

Project Referral Sheet

Monterey County RMA Planning
168 W Alisal St 2nd Floor
Salinas, CA 93901
(831) 755-5025

TO:	FIRE DEPARTMENT	HEALTH DEPARTMENT
	PUBLIC WORKS	WATER RESOURCES AGENCY
	PARKS DEPARTMENT	OTHER: _____

PLEASE SUBMIT YOUR COMMENTS FOR THIS APPLICATION BY: Tuesday, May 31, 2016

Project Title: AGHA DURELL D TR
File Number: PLN990274
File Type: PC
Planner: SCHUBERT
Location: 8767 CARMEL VALLEY RD CARMEL
Assessor's No: 169-011-009-000-000-M
Project Description:
Combined Development Permit consisting of: 1) a Standard Subdivision Tentative Map of a 50 acre property into 20 lots ranging in size from 1.1 acres to 8.5 acres, including grading for the construction of a 20-foot wide access road, and 2) a Use Permit for development on slopes greater than 25% (access road). The property is located at 8767 Carmel Valley Road, Carmel (Assessor's Parcel Numbers 169-011-009-000, 169-011-014-000 and 169-011-015-000), Carmel Valley Master Plan.
Status: COMPLETE/INCOMPLETE (highlight/circle one)
Recomended Conditions:

The Environmental Health Bureau has reviewed the above referenced application and has considered the application incomplete. The following reports and/or information are needed prior to considering the application complete.

An updated map has been received by EHB. It appears that the only change of substance to this application is that wastewater will now be served by Carmel Areas Wastewater District (CAWD). As such, please provide certification to EHB that CAWD can and will provide sewer service for the proposed property/project. Also, please provide information and or agreements as to how the sewer main will be connected to this project (both financially and logistically). Note these lots were not included in the most recent Carmel Area Wastewater District 2016 Sphere of Influence & Annexation Proposal (REF160026 LAFCO 16-01). Thus, further LAFCO annexation and environmental review will be necessary on the wastewater expansion.

Note: as the only document submitted was a revised map with changes to the wastewater, a full file status was not completed on this application. However, in November 2011, EHB made a determination of recommendation for denial on this project due to lacking water rights and Fluoride in excess of the state maximum contaminate level. These concerns have yet to be resolved. Please provide an update with documentation as to the status of these issues (see attached memo).

Please note that this project is subject to the current General Plan. As such, this project will require proof of a Long Term Sustainable Water Supply and an Adequate Water Supply System pursuant to General Plan policy PS 3.2. This review can be done through a contracted Hydrogeologic Geologic Report through RMA or through the EIR process. Please contact your planner to learn more on this subject.

It is unknown at this time if there are any other EHB concerns outstanding on this project. Prior to moving forward with a comprehensive review, EHB needs information from the applicant in regards to the requested direction. Please contact Janna Faulk at 755-4549 or faulkjl@co.monterey.ca.us to discuss.

Signature: Janna L Faulk **Date:** May 31, 2016
Please return a copy to RMA Planning

COUNTY OF MONTEREY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH BUREAU

MEMORANDUM

Nov 15, 2011

To: **Bob Schubert, Planner**
Monterey County Planning Department

From: **Roger Van Horn, R.E.H.S.**
Environmental Health Review

Subject: **PLN990274, Vista Nadura**

The Environmental Health Bureau considers the above referenced project as incomplete with recommendation for denial due to lack of proof of a sustainable long-term, potable water supply as defined in Monterey County Code, Title 19 Subdivision Ordinance, 19.02.143 Long Term Water Supply.

- Official documents verifying water rights for the existing well due to location within Carmel River Basin have note been supplied to EHB. The Monterey Peninsula Water Management District (MPWMD) needs to be advised of this project so they may make comments regarding any specific concerns they might have as to water intensification usage. Please contact Henrietta Stern at the MPWMD for information regarding requirements. MPWMD has requested EHB to advise applicants to enter the MPWMD "Pre-application Conference".

- Chemical test dated Feb 12, 2009, the Fluoride results were 6 mg/L (three times the MCL of 2 mg/L) subsequently, quarterly conformation samples for Fluoride should have been taken to demonstrate Fluoride thresholds. After a meeting with the applicant in April 2011, a conformation sample was taken, the result was 3.48 mg/L, still over the MCL. Quarterly conformations samples are still required.

MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

PLANNING DEPARTMENT, Mike Novo, Director

168 W. Alisal St., 2nd Floor
Salinas, CA 93901

(831) 755-5025
FAX (831) 757-9516

October 28, 2010

Mr. Nader Agha
542 Lighthouse Avenue
Pacific Grove, CA 93950

Subject: Vista Nadura Subdivision (PLN990274)

Dear Mr. Agha:

The purpose of this letter is to outline the options for processing the Vista Nadura Subdivision which is within the Carmel Valley Master Plan Area. Resolution No. 02-024 states that it is the policy of the Board of Supervisors that residential subdivisions in the Carmel Valley Master Plan Area be denied, pending the construction of left turn pockets on Segments 6 and 7 of Carmel Valley Road (from Robinson Canyon Road to Rancho San Carlos Road) and the construction of capacity-increasing improvements to State Highway 1 between its intersections with Carmel Valley Road and Morse Drive. While the policy established in Resolution No. 02-024 remains in effect, staff is directed by the Board of Supervisors to recommend denial of proposed subdivisions in Carmel Valley, including the subject application.

On October 26, 2010, the Board of Supervisors adopted the General Plan Update. Policy LU-9.3 in the General Plan Update states that applications for subdivision maps that were deemed complete after October 16, 2007 shall be governed by the plans, policies ordinances and standards that are enacted as a result of the General Plan Update. All of the County departments have deemed the application complete with the exception of the Environmental Health Bureau (see memorandum from Environmental Health dated July 31, 2006). Since the subject application is incomplete, it is subject to the following requirements of the adopted General Plan Update:

a. LU-1.19 requires all development outside of designated Community Areas and Rural Centers to be subject to a Development Evaluation System with evaluation criteria that must meet a minimum passing score.
b. Policy CV-1.6 in the General Plan Update limits new residential subdivisions in Carmel Valley to the creation of 266 new units with preference to projects including at least 50% affordable housing units. As of this time Monterey County has three applications in Carmel Valley with a total of 268 lots that have been deemed complete (i.e., Rancho Canada Village Specific Plan with 247 residential lots, Delfino with 19 residential lots and Miller with 2 residential lots) that could precede this project in the buildout accounting. Again, the maximum unit count that could be approved under the General Plan Update is 266 units. If these projects are approved, there would not be any units remaining for the Vista Nadura Subdivision.

c. Policy CV-5.4 requires the establishment of regulations for Carmel Valley that limit development to vacant lots of record and already approved projects, unless additional water supplies are identified.
d. Policies CV-2.18/CV-2.19 include a specified list of road improvements along Carmel Valley Road and Laureles Grade within the Carmel Valley Master Plan Area, proposed amendments to the Carmel Valley Master Plan, consideration of several interim improvement options for one intersection, a change in LOS standard for one segment (Segment 3), and a proposed update of traffic impact fees to pay for the proposed improvements through collection of fees from new development.

Options that are available to you for the Vista Nadura Subdivision are as follows:

1. Withdraw the application.

2. Request that the project be put on hold until such time that Resolution No. 02-024 is rescinded by the Board of Supervisors. The project would still need to comply with the requirements of General Plan Policy LU-1.19 and Carmel Valley Master Plan Policies CV-1.6, CV-5.4 and CV-2.18/CV-2.19.

3. Proceed with the preparation of an EIR. On September 28, 2006, the Planning Department sent you a copy of the proposal from the firm (EMC) that was selected by the County to prepare an EIR for the Vista Nadura Subdivision. On December 22, 2006, the Planning Department sent you a letter asking that you review the proposal and let us know whether you agree to pay for the EIR. Since we never received a response or deposit from you, work on the EIR was never started. For the reasons stated above, staff does not recommend that an EIR be prepared. Staff would recommend denial of the project which would not require an EIR. If you decide to pursue this option, there could be considerable time and expense involved with completion of an EIR regardless of the conclusions.

Please let me know how you wish to proceed within 30 days of the date of this letter. If we do not hear from you, staff will schedule the project for hearing and recommend denial. Feel free to call me at (831) 755-5183 if you have any questions.

Sincerely,

Bob Schubert

Bob Schubert, AICP
Senior Planner

Cc: Durell Agha
Richard LeWarne
Tom Moss
Chad Alinio
Les Girard

MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

PLANNING & BUILDING INSPECTION DEPARTMENT, Scott Hennessy, Director

168 W. Alisal St., 2nd Floor
Salinas, CA 93901

(831) 755-5025
FAX (831) 757-9516

August 3, 2006

Mr. Nader Agha
542 Lighthouse Avenue
Pacific Grove, CA 93950

Subject: Vista Nadura Subdivision (PLN990274)

Dear Mr. Agha:

The County has reviewed the additional information and revised plan for the subject project that was submitted on July 10, 2006. All of the County Department have now deemed the application complete with the exception of Environmental Health (see the attached memorandum dated July 31, 2006). The information requested from Environmental Health must be submitted before the subject application (PLN990274) can be deemed complete.

If you have any questions regarding the requested information that has been requested by Environmental Health, please contact Roger Van Horn at (831) 755-4763.

Sincerely,

Bob Schubert

Bob Schubert, AICP
Senior Planner

Cc: Carl Hooper, Bestor Engineers
Mike Novo
Burke Peas

Exhibit 20

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PAUL W. MONCRIEF
L. PAUL HART
DENNIS J. LEWIS
KOREN R. MCWILLIAMS
LINDA N. SUNDE

MONCRIEF & HART

A PROFESSIONAL CORPORATION

16 W. GABILAN STREET
SALINAS, CALIFORNIA 93901
PH: (831) 759-0900
FX: (831) 759-0902
MoncriefHart.com

March 19, 2019

File No. 6377.002

VIA EMAIL & CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Mr. Carl Holm, Director
Monterey County Resource Management Agency
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901

RE: Request for Final Director's Interpretation
Vista Nadura Subdivision, Carmel Valley (PLN990274)

Dear Mr. Holm:

About a year ago, on we began the process of seeking a Director's Interpretation related to the processing of Application PLN990274 ("The Application"), the Vista Nadura Subdivision located at 8767 Carmel Valley Road (APNs 169-011-009, 014 and 015). Prior to rendering a Director's Interpretation you provided a letter from Mr. John M. Dugan's dated January 24, 2018. Mr. Dugan requested that we provide evidence addressing the Health Department issues listed in the memorandum dated July 31, 2006 which relate primarily to wastewater and water. Despite significant difficulty in obtaining the necessary records, we believe that we now have information sufficient to fully respond to this request and to allow you to now render a formal Director's Interpretation.

I have enclosed the most relevant portions of such information herewith and ask that you consider this a formal request for a Director's Interpretation/Opinion on the issues presented, pursuant to applicable rules, and that you render such an Opinion.

Specifically, the Applicant seeks a Director's Interpretation/Opinion, finding that The Application was "Complete" prior to October 16, 2007 and that the Director identify, to the extent possible, the actual or approximate date on which County Staff should have deemed the Application complete.

Applicant submits that the accompany documentation illustrates that Application should have been deemed complete sometime in 2002 or 2003.

Attachment 1 is a timeline referencing the dates of the most pertinent factual and legal occurrences related to The Application. Attachment 2 is a copy of a 2001 Court of Appeals decision related to Monterey County's processing and approval of the September Ranch subdivision and development application. And Exhibits A – J are the most relevant documents related to The Vista Nadura Application.

I. Central Issue/Problem

The problem here is that County Staff appear to have imposed on The Applicant the burden of providing all information and documentation necessary to prove compliance with the then existing County Requirements of "Final Project Approval" as a prerequisite to deeming The Application "Complete". In this regard, Staff imposed an improper standard in its evaluation of whether the Application was Complete. This led them to the wrong result, and to incorrectly conclude that the Application was not complete, simply because it did not contain all evidence that would ultimately be required for the project to be approved.

Applicant asks that the Director, re-evaluate the materials submitted by Applicant, under the proper standards as the existed at that time, applicable to a "Completed Application", rather than the standards required for Final Approval.

During the relevant time frame, there existed a dramatic distinction between the amount of information that an applicant needed to submit in order to have an application deemed complete, and the amount of information that an applicant needed to provide in order to obtain final approval. This was particularly true with regard to projects like the Vista Nadura project, where it was universally understood that an EIR and CEQA analysis would be required prior to any consideration or determination of Project Approval. The September Ranch Opinion illustrates the significant disparity between these two standards, as they existed and were applied by the County during the relevant time frame (as discussed below).

Applicant acknowledges that, over the last decade plus, The County has implemented policies which have steadily increased the amount of information that that an applicant must submit at the outset of the process in order for an Application to be complete. As such, today the gap between what is necessary for an application to be deemed complete and what is necessary for final approval has significantly narrowed.

But, for the purposes of considering this requested Director's Interpretation, it is important that Director evaluate the sufficiency of the information submitted by Applicant under the standards that existed nearly two decades ago, not under today's heightened application standards. For example, there can be little dispute that Applicant was entitled to have the existing 2003 rules applied to the County's consideration of such submissions in 2003, without regard to heighted submission standards (be they formal or informal within the Department) implemented thereafter.

II. Save Our Peninsula / September Ranch Case

This Opinion is important and helpful to the Director in evaluating this matter in several respects. First, it illustrates the standard being applied by the County with regard to deeming applications of this type "Complete" during the relevant time period. Second, it illustrates the magnitude of the, then existing, distinction between the level of information necessary to deem an application

"Complete", as opposed to the level of information necessary to obtain "Final Approval" of a project.

The Opinion is particularly relevant because the Application was submitted in the same time frame, the application is for a subdivision and project similar to the Vista Nadura project, and the September Ranch property is on the same road, only a mile or two away from Vista Nadura, so it faced the same hurdles and regulatory issues that were faced by the Vista Nadura project, specifically: 1) Water Supply and 2) Waste Water Management.

The Opinion reveals the following:

Applicant's June 1995 ***initial application proposed Cal Am as supplying potable water.***

Less than a month later, the State Water Board precluded Cal Am from providing water to the project. Applicant changed its proposal/project, and ***Applicant now proposed potable water supply from an existing on-site well*** (via a small mutual water system)

The application was deemed complete and submitted for an initial study in August 1995. The Draft EIR was published over 2 years later in October 1997.

It appears that no historical water use data was submitted prior to the application being deemed complete. Historical water use data related to the well was submitted as part of the draft EIR, but only for the years 1991-1996. The records provided by applicant in conjunction with the EIR revealed ***historical water use ranging from.4 acre feet/yr (1995) to 40.68 acre feet/yr (1993).***

Applicant's ***proposed project*** sought approval of 117 residences and was calculated as ***requiring an estimated 61.15 acre feet of water per year.***

Thereafter Applicant revised its water supply plans multiple times, and submitted multiple different theories and methods in support of its position that there was sufficient water supply for the proposed project, including each of the following:

1. Applicant ran irrigation non-stop on the Property, consuming 43 acre feet of water in a 3 month period, allegedly to irrigate 21 acres of pasture, attempting to demonstrate existing water use entitlement

2. Applicant asserted that MPWMD standard tables set an existing water use entitlement of 2 acre feet per year for each acre of pasture and 3 acre feet per year for the equestrian center, resulting in an established entitlement of about 46 acre feet per year, leaving them only about 15 acre feet short of the amount needed for the proposed project, arguing that the extra 15 acre feet per years was not significant

3. Applicant bought another parcel, with an alleged entitlement to 30 acre feet per year plus of water supply, and offered to reduce the use on that property as necessary to offset any perceived requirement by the County, associated with approval of this project.

Notably, none of this information was submitted or required as part of the application process, nor submitted or required by The County as part of the EIR. Much of it was not submitted until after the EIR, and then was only submitted directly to the Board of Supervisors just prior to the BOS hearing and the BOS's "Final Approval" of the project.

The trial court and the court of appeals overturned the BOS' approval of the project. But they did so only because the water supply information relied upon in items #1,2, and 3 above were not submitted to the EIR consultant in a timely manner, so as to be evaluated and considered in conjunction with the EIR process, as required by law.

Ultimately, applicant did so, as directed by the Court of Appeals, and the BOS approved the project after the new/revised EIR properly took such information into consideration.
Most relevant here are the fact that:

1) The initial application provided very little information related to water supply. It simply communicated that the Applicant intended to supply potable water for the Project either thru Cal Am or via the existing on site well. As it turns out, the Application the County "Deemed Complete", did not contain any of the information or any of the documents that the County ultimately relied upon to support its conclusion that the Project had a sufficient and legally entitled water supply to satisfy the Legal and Regulatory Requirements of Final Approval of the project. Yet, the Application was deemed complete.

2) Nobody (not staff, not the citizen review board, not the Planning Commission, Not the Board of Supervisors, Not Save Our Peninsula, Not Judge Silver and Not the Court of Appeals) ever asserted that the September Ranch Application was deficient or incomplete. Rather, they all properly focused their discussion and analysis on the sufficiency of the information and documentation related to water supply that was provided and considered in conjunction with the EIR, and in conjunction with Board's Final Approval of the Project.

That is exactly how the Vista Nadura Application should have been handled. It is often (if not always) true that Applications related to substantial subdivisions and development proposals do not contain all of the information necessary to support ultimate approval. They certainly weren't expected to 15-20 years ago. It was understood that complex issues, particularly those related to water and wastewater in Carmel Valley would be flushed out and addressed and modified as part of the CEQA process, the EIR and the project review process. The Project would then be

evaluated at the end, not based upon whether the Applicant provided all of the information and facts required for Final Approval as part of its application.

III. The Vista Nadura Application

The Vista Nadura property is located in Carmel Valley and proposes a twenty lot subdivision on a 50 acre parcel. Like the September Ranch, it has an on-site well and has historically been used as a horse ranch, with an equestrian center.

On August 3, 2006, Mr. Bob Schubert prepared a letter for Applicant stating that "all of the County Department have now deemed the application complete with the exception of Environmental Health" and refers to the July 31, 2006 notice prepared by Mr. Roger VanHorn of the Health Department (Exhibit A).

Mr. VanHorn requests items related primarily to the feasibility of a septic system for the proposed lots and the conformance with the Carmel Valley Wastewater Study (Montgomery Study). **However, on September 23, 2002, the Health Department, through Mr. Roger Beretti, issued their first incomplete letter for this project (Exhibit B) and the record shows that not only did Applicant work diligently and expeditiously to resolve the concerns, we believe the application should have been deemed complete long before Mr. VanHorn's July 31, 2006 notice.**

Water & Wastewater

> **Item 1:** Provide a map of the proposed subdivision. Upon receipt of the map, the projects location in the Carmel Valley Wastewater Study (Montgomery Study) will be determined and additional information or requirements may apply.

On October 1, 2002, Bestor Engineers addressed item 1 of the incomplete noticed by providing the Tentative Map for the subdivision as. Mr. Carl Hooper of Bestor Engineers also provided a map of the proposed septic system on the Montgomery study map (Exhibit C).

> **Item 2**: Provide to the Director of Environmental Health certification and any necessary documentation that California American Water Company can and will supply sufficient water flow and pressure to comply with both Health and fire flow standards.

> **Item 3**: Provide evidence to the satisfaction of the Director of Environmental Health that the water source for the mutual system meets applicable State and County standards for water quantity and quality.

On August 19, 1999 Applicant applied for a Water Use Credit and on March 1, 1999, the Monterey Peninsula Water Management District provided a letter documenting the historical usage on the property as 2.43 acre/feet per year. While a credit was not issued at that time, a

determination regarding water availability was made. Applicant had worked with MPWMD since 1996 to obtain this determination. It was after this determination that Applicant submitted his initial application request for the subdivision on August 1, 1999.

Bestor Engineers repeatedly provided the MPWMD documentation as well as the well driller's log and chemical analysis for the well on the property. The record shows that the first time this information was provided was in a letter to Mimi Whitney on April 25, 2000, where Mr. Carl Hooper provided a detailed description of water use and a proposed mutual water company for the second phase of homes in the subdivision. The same information was sent again to Mimi Whitney on March 6, 2001 (Exhibit D).

In addition, after the County's September 23, 2002 incomplete letter, California-American Water Company provided a can and will serve letter for the property on October 23, 2002 (Exhibit E).

> **Item 4**. Since the initial Water Questionnaire submitted indicates an intensification of water use, a determination shall be made by a hydrogeologist under contract to the County as to the requirement for any additional water resources information. If any hydrologic or hydrogeologic reports are deemed necessary, the County will contract directly with qualified consultants, at the applicant's expense, upon request of the applicant. A written request to the Division of Environmental Health is necessary to commence with the preparation of a scope of work.

On April 15, 2003, Bestor Engineers sent a letter to Mr. Beretti requesting a reconsideration of this requirement on the basis of the historic land uses on the site and their related water consumption. We know that the nearby September Ranch project did not provide this level of detail prior to being deemed complete. In addition, as early as December 21, 2000 Mimi Whitney, Senior Planner, advised Mr. Agha that an EIR would be required for the project to address, "traffic and circulation, water availability, biology, visual impacts, grading, drainage, erosion control, geology and soil stability, archaeology, tree removal, public facility impacts and general plan policies related to Carmel Valley". Applicant continually requested that this project be deemed complete based on the information he and his agents had provided and that a determination related to the hydrogeological analysis be made through the Environmental Impact Report. Applicant expected and welcomed the EIR process (Exhibit F).

> **Item 5**. Please contact Roger Beretti at 755-4570 to arrange an onsite visit to determine septic system feasibility of the proposed project as per Chapter 15.20 MCC (Septic Ordinance) and "Prohibitions", Central Coast Basin Plan RWQCB.

> **Item 6.** Soil excavations must be performed on each lot and witnessed by a representative of the Division of Environmental Health. Contact Roger Beretti at 744-45-70 to schedule and determine scope of work.

Item 7. Submit two copies of a soils and percolation testing report for review and approval by the Division of Environmental Health to prove that the site is suitable for the use and that it meets the standards found in Chapter 15.20 MCC (Septic Ordinance) and "Prohibitions", Central Coast Basin Plan RWQCB. Contact the Division prior to proceeding to determine the scope of work and to oversee soil testing. The testing and report format shall be completed as per adopted soil report policies of the Department.

A month after the initial incomplete letter, on October 28, 2002, Bestor Engineers provided a letter to the Health Department notifying Roger Beretti that percolation test holes scheduled the following week in an effort to address Item 6. Carl Hooper, PE of Bestor Engineers asked for direction on depth of the holes and outlined the number of holes to be drilled on each site.

On November 6, 2002, with seemingly no feedback on hole depth from the Health Department, Bestor Engineers provided a status of the holes bored and the availability of what the engineer believed would be "successful" percolation results.

On October 1, 2003, Bestor Engineers provided all of the Percolation Test data sheets to Mr. Roger Beretti and described the process by which the tests were conducted. He concludes his letter noting the "obviously acceptable drain field tests" and the "proven lack of nitrate problem" as feared in the 1982 Montgomery Report.

Finally, on June 5, 2003, Bestor Engineers provided a letter to Mary Ann Dennis of the Health Department with nitrate testing showing "to be less than 1.0 mg/l, versus allowable of 10 as NO3" for the Schulte Road Observation Well noting that the tests were "adequate proof that the Montgomery fears in 1982 were overly cautious" (Exhibit G).

Based on the evidence in the record, the County's concerns regarding water and wastewater were addressed and should have been deemed complete at the very latest by October 2, 2003 and as early as November 2002. Mr. VanHorn's letter on July 31, 2006 asks for nearly the same data Applicant had already provided through Bestor Engineers and Central Coast Drilling to Roger Beretti in 2001 and 2002.

A memo dated February 4, 2004 from John Hodges, who replaced Roger Beretti at the Health Department, acknowledges all the facts we and Applicant has presented through the years related to wastewater and water (Exhibit H). And while Mr. Hodges notes concerns related to wastewater and water, it is evident that Applicant had done everything he had been asked do to provide the County with the information requested in order to deem the project complete. Mr. Hodges memo clearly shows that this information had been provided.

IV. Comparison Between Vista Nadura and September Ranch Application Handling with Regard To Water Supply

As illustrated above, the initial Application proposed using an on-site well to supply potable water, but did not provide "proof" of legal entitlement to "sufficient volume" of water for County Staff to even deem the Application Complete. In response, Applicant promptly provided historical well usage records for many years prior, provided evidence that the well was lawfully installed and approved and as to the well's fitness. Applicant further obtained a letter from MPWMD stating the number of acre feet of entitlement that they determined to exist based upon the historical usage. County Staff continued to insist that this information was insufficient to even deem the Application complete.

Applicant then, in 2002 additionally provided a can and will serve letter from Cal Am. Staff still refused to deem the Application Complete.

By contrast, September Ranch did not provide any data regarding its legal entitlement to a particular "volume" of water in conjunction with its application. It did not even provide such information until after the completion of the initial Draft EIR, more than two years later. Yet that application was deemed complete. Heck, that Project was initially approved with less information and documentation related to water supply sufficiency that Applicant provided in conjunction with its Application which was deemed incomplete.

This disparity in treatment is unjustifiable. And without comment as to the cause of such disparate treatment, Applicant sincerely hopes that Director will act to rectify this situation.

V. Conclusion

Applicant understands that Proposed Project has not supported by certain members of the public. Applicant understands that the Project has not viewed favorably in conjunction with the County's General Plan update process and that it has been viewed skeptically and/or was disfavored by at least some departments and/or staff members. (Exhibit I). Applicant understands that the turnover of County Staff throughout the years, development moratoriums, the General Plan update and the County's loss of many of the Project records all impacted the processing of this Application.

But, notwithstanding Applicant's understanding of these issues, Applicant is unwilling to understand or accept The Application being processed in a manner inconsistent with the rules and inconsistent with the manner in which other applications are treated.

As requested here, Applicant seeks your support in this regard, even if it is retroactive and belated. Thank you.

If you believe additional information, please advise.

Sincerely,

MONCRIEF & HART, PC

Paul Hart

PH/sld

Enclosures as above

VISTA NADURA - 8767 CARMEL VALLEY ROAD

APN 169-011-008; 009; 014; 015

no date	County		Accela Description of PLN980024	Minor subdivsion of parcels in Prunedale (seems to be unrelated to this project)		
no date	County		Site Plan - Village A, Village B, Village C			
no date	County		County "Flysheet" for PLN990274	Shows project log		
no date	County		Language from Carmel Valley Master Plan	p.44-49 Implementation of quota and allocation		
no date	County		Section 65915 Government Code	Affordable Housing		
no date	County		Section 15126.6 Code	Consideration of Alternatives EIR		
no date	County		Attachement 2: Specific Topics to be included in EIR			
no date	County		CVMP Subdivsion Evaluation Score Sheet	Carmel Valley Master Plan Evaluation Score Sheet (not completed)		
1975		Jun-75	Mo Co Master Drainage Plan	Identifies existing drainage structures	County Report	Drainage
			Lower Carmel Valley Watersheds	Structures 23 (a) & 23(b) are culverts on		
			Report	Vista Nadura Property		
				Culverts and drainage inadequate need to be 48 inch		
1977			Initial Study ZA 3274	Permit to park airstream trailor (Gaylord Jones)	UNRELATED?	
1978						
		January	Agha partial ownership 1300 acres			
	County	3/16/1978	Initial Study	Initial Study for Vista Nadura		
	County	3/16/1978	Bestor to Planning	15 prints of prelim map and EA		
	County	3/20/1978	Bestor to Planning	Suggestion of new street names		
	County	3/20/1978	Bestor to Planning	Substitue map submitted		
	County	3/24/1978	Planner to Bestor	Review of proposed street names (McFall Road, Suma Drive and Sierra Trail) acceptable.		
	County	3/28/1978	County Pubic Works to Planning	Reviewed preliminary map; storm drainage; intersection		
	County	3/30/1978	Subdivsion Committee Minutes	Health concerned with septic, proceed with EIR		
	County	3/30/1978	Monterey County Subdivsion Committee	Agenda items		
	County	4/10/1978	PC	Notice of Public Hearing		
	County	4/14/1978	Geoconsultants, Inc.	Preliminary Geological Feasibility Study		
	County	4/16/1978	County Clerk	Notice of Public Hearing		
	County	4/26/1978	Preliminary Subdivsion Map Report	Continuation of Vista Nadura project		
	County	4/26/1978	Environemental Assessment	Initial Study shows potential for increased traffic, air quality, water consumption, visual impact		
	County	5/8/1978	Water Quailty Control Board to PC	Recommendation for denial due to septic concerns		
	County	5/4/1978	Well Engineering Surveys	Electric Log		
	County	5/12/1978	PC	Notice of Public Hearing		
	County	5/15/1978	Well Engineering Surveys	Electric Log		
	County	5/18/1978	Carmel Pine Cone	Declaration of Publication		
	County	5/23/2018	League of Women Voters to PC	Recommends tabling project until Master Plan is complete		
	County	5/28/1978	Subdivsion Data Sheet	Polk Subdivsion 1298 acres into 260 lots (Nader is agent)		
		5/31/1978	Permit for Well for Domestic Use	Driller's report/well log		Water Supply
	County	5/31/1978	Permit for Well for Domestic Use	Driller's report/well log		
	County	5/31/1978	PC Resolution 78-344	PC Resolution application of preliminary subdivision map		
	County	5/31/1978	Minutes of PC meeting	Water Control Board recommend denial, growth management a concern; EIR not a commitment to build		
		Apr & May 1	Well Drillers Report	New Well Drilled	Appears to be a permit	Water
	County	9/22/1978	Planning to Earth Metrics	Submit for proposals of EIR		
	County	11/3/1978	County Planning	Authorization of Contract for EIR		
	County	11/8/1978	BOS	BOS resolution for prepartion of EIR		
1979						
			County Orders EIR			All Topics
	County	3/16/1979	Richard Abbott Public Comment	Public comment - re: water		
		4/2/1979	Ground Water Analysis	eport Identifies chemicals in water		Water & Sewer
	County	4/2/1979	Ground Water Analysis	Identifies chemicals in water		
		5/25/1979	Final EIR by Larry Seeman	EIR Document		All Topics
	County	6/26/1979	County PW to County Planning	Received map with certified EIR - w/ comments regarding drainage, traffic		
	County	6/28/1979	Subdivision Committee Minutes	Subdivision Committee Minutes		
	County	7/12/1979	Carmel Valley Outlook	Notice of Publication		
	County	7/25/1979	Robert Downs to PC	Resident mentioning drainage issues on Vista Nadura		
	County	7/25/1979	County PC	Notice of Public Hearing		
	County	8/3/1979	CV to Nader	CV Fire cannot protect subdivsion and may not be able to protect existing development		
	County	11/11/1979	CV Fire to Nader	Reminder of Mid Valley fire BOD meeting		
1980	County	7/14/1980	Soil Boring Log			
1981		1/6/1981	Agha to MPWMD	Wells do not have pumps and no water has been extracted to date		
		1/12/1981	MPWMD Declaration of Reporting Status	for wells existing prior to July 9, 1980		
	County	6/26/1981	County to Carl Hooper	Subdivsion map submitted 7/24/81 cannot be accepted due to Ordinance 2642		
	County	7/20/1981	Planner to Bestor	County is prohibited by court action from accepting tentative map after interim zoning expired		
	County	7/31/1981	Bestor to County	Bestor will retrieve maps and documents to avoid destroyal		
	County	8/12/1981	County to Carl Hooper	Additional material overlooked		
1982						
			County General Plan Update		REGULATORY	
1983						
		Feb-83	BOS Resolution 9-15-83	Wastewater Study adopted Montgomery Engineers	REGULATORY RESTRICTION	Wastewater/Sewe
1984				Prohibit further subdivisions in basins 7,9,30,32		
	County	10/23/1984	Permit 35206	Electrical work for second story loft		
1985						
	County	1/17/1985	Permit 35426	Loft in Barn		
		2/18/1985	Grant Deed from Polk to Aghas			
		7/30/1985	Building Inspection Form 38572	Building Inspection for Conversion of Small Barn		
			Issued 5/1/87	PCM 85-481; Permit #38572; Receipt # PC-41699		
				"Categorically Exempt"		
			Submit Subdivision Plans	Locate this Document ***		
			Informed of Moratorium on Development	No applications being accepted or approved ***		
	County	7/30/1985	Building Inspection Form 38572	(same as above)		
1986	County	11/6/1986	Bestor to Durrell	Discussion of pump test and reccomendation for pump and storage tank		
1987						
		1/6/1987	WMD Permit & Application for fixtures	Approve 4 fixtures for Small Barn		Red Tag
				Must provide building permit to get WMD permit		
				Permit # 7447		
		10/14/1987	Dept of Health Recommend Denial	File # PC6309 **WHAT IS THIS???**		Septic/Sewer
			Letter from Messenger	Letters of 11/30/72; 3/27/74 and 3/10/77 all state		
				that septic system is not feasible - so recommend		

	1/31/2002	Bestor to County	Grading permit request for storm drain with background info of proposal		
County	1/31/2002	Bestor to County	Grading permit request for storm drain with background info of proposal		
County	2/12/2002	Bestor to Building Dept	Four sets of Plans for grading application		
County	3/15/2002	Bestor to Public Works	Reponse to 3/13/02 phone call and storm drain		
County	4/2/2002	Bestor to Planning	Respond to 3/28/02 regarding grading permit and 50 acre lot line		
	4/11/2002	Bestor to Nader	Discussion of proposal of water at Vista Nadura		
	4/12/2002	Bestor Letter to County Planning	Tentative map submitted in 1999	Date of Applicatior	
			Need 2.194 AF of water for all 20 homes	Water Supply	
			Irrigation from onsite well 40 gpm		
County	4/12/2002	Bestor Letter to County Planning	Dicussion of 20 lot proposal and water use, introduction of alternative 100% includsionary option of 172 units		
County	4/26/2002	Bestor Preliminary Soil Report	Includes Soil Report from 1978 EIR		
County	5/6/2002	Bestor to Public Works	Respond to letter 3/15/2002 related stor drainage		
	6/2/2002	Bestor Fax to Mo Co Planning	No response to 4/12/02 letter in 2 months	Lack of Timely Resp	
County	6/2/2002	Bestor Fax to Mo Co Planning	No response to 4/12/02 letter in 2 months		
	8/9/2002	Bestor to Nader	Info to Nader regarding County compromise re: drainage		
County	8/5/2002	Preliminary Title Report	PTR for Vista Nadura Property		
	8/12/2002	Bestor to County	Bestor recommendations for revising plan		
			Single phase, dual water system, inclusionary units, add HDPE drainage pipe		
	8/14/2002	Bestor to County	Proposed compromise for CV drainage		
	8/21/2002	Mo Co letter from Ellis to Rosenthal	Moratorium & GP update apply to Vista Nadura		
			New Planner Pat Kelly assigned		
County	8/23/2002	Rosenthal to County (Ellis)	Concern that application still wasn't accepted after 7/3/2001 Whitney letter and requirements were met		
	8/25/2002	Nader to BoS	Affordable housing		
	8/26/2002	County Receipt for Fees	Payment of $15,958		
			Map, zoning, planning, surveyor, water resources, health		
County	8/26/2002	Bestor (Carl Hooper)	Prelminary Soil Report		
County	8/26/2002	Initial Water Use Questionnaire	Filled out by Nader, Initial water Use/Nitrate Impact Questionaire - proposes dual water system		
County	9/4/2002	County (Kelly) to Nader	Request for additional information (road construction, grading, map of trees) to begin interdepartmental review		
County	9/6/2002	Bestor to County (Kelly)	Response to 9/4/2002 questions		
	9/11/2002	To County from James Jeffery, P.E.	Response to traffic impacts		
County	9/11/2002	To County from James Jeffery, P.E.	Response to traffic impacts		
	9/14/2002	From Agha to BoS	Subdivision and Affordable Housing		
	9/15/2002	Nader to BoS	Proper noticing of General Plan		
	9/16/2002	Interdepartmental Review	Incomplete from: Parks; CV Fire; Public Works (traffic)		
County	9/18/2002	County (PW) to County (P. Kelly)	Fax cover sheet of "complete traffic study" (traffic study not included)		
	9/19/2002	County to Bestor	Discharge facilities for drainage - in agreement with proposal except for hold harmless		
	9/23/2002	CV LUAC Minutes			
County	9/23/2002	CV LUAC Minutes	Motion to continue item		
County	9/23/2002	Water Resources Complete	Complete with conditions		
County	9/23/2002	Health Department Incomplete	Map, Can and Will supply, soil percolation test		
County	9/24/2002	Public Works Incomplete	LOS, ADT, Intersection analysis, left-turn channelization		
	9/25/2002	Archeological Resource Management	Cultural Resource Evaluation of Vista Nadura		
	9/26/2002	County to Nader	Notice of Incomplete with Interdepartmental Review comments		
			Carmel Valley Fire		
			Water Resources (Complete)		
			Health Department (Incomplete)		
			Traffic (Incomplete)		
County	9/26/2002	County to Nader	Notification of incomplete (Public work - traffic, Health - water, septic)		
	10/1/2002	Bestor fax to MO Co Health	Provides overlay of water & sewer for project with	Sewer & Water saf	
			Montgomery Study Map		
County	10/1/2002	Bestor fax to MO Co Health	Provides overlay of water & sewer for project		
	10/1/2002	Bestor to Nader	Dual water system idea (Cal Am to provide fire protection and potable water, mutual service for non-potable)		
	10/7/2002	LUAC Minutes	Application Incomplete - Nader would like to go straight to PC		
County	10/7/2002	LUAC Minutes	Application Incomplete - Nader would like to go straight to PC		
County	10/23/2002	Fax from County Helath to Nader	BOS Resolution dated 9/15/83 regarding CV Wastewater Study		
*** County	10/23/2002	Cal Am to Nader	Can and Will Serve letter "under the provisions of the rules, regulations and tariffs... and subject to availabity"		
	10/28/2002	Bestor to County Health	Notification of drill perc test holes asking for direction on depth		
County	10/28/2002	Bestor to County Health	Notification of drill perc test holes asking for direction on depth		
	10/31/2002	County to Nader	Carmel Valley Wastewater Study and Traffic Moratoriums		
County	11/6/2002	Bestor to County Health	Staus of percolation tests		
County	11/6/2002	County Planning to Bestor	Grading Plan Checklist		
	11/13/2002	Nader to BoS	General Plan comments regarding affordable housing		
	???	County Code 18.64	Implements CV Master Plan 39.1.6	REGULATORY RESTRICTION	Traffic
			Exempts "any application ... which has been deemed		
2003					
	4/15/2003	Bestor letter to MO Co Health	Respond to Health Dept letter of 11/4/02		
County	4/15/2003	Bestor letter to MO Co Health	Respond to Health Dept letter of 11/4/02		
	5/28/2003	MPWMD to Carl	Water quality results for well		
	6/5/2003	Bestor to County Health	Proof of Nitrates at acceptable level - Montgomery fears were overly cautious		
County	6/5/2003	Bestor to County Health	Proof of Nitrates at acceptable level - Montgomery fears were overly cautious		
	10/1/2003	Report provided by Hooper to Beretti on 10/1/03	Stroh letter of 12/27/07 says this report is deficient		Wastewater
		Soil Tests / Perc Tests			
County	10/1/2003	Bestor to County Health	November 2002 boring logs and percolation tests		
County	10/1/2003	Bestor to County Health	November 2002 boring logs and percolation tests	w/supporting documents	
	11/17/2003	Bestor to Nader	Reporting on meeting with County Sanitarian (Beretti replacement)		
			Discussion of Montgomery Report		
2004					
	2/4/2004	Memo between County Resource Protection and Land us	Outlines issues with Wastewater, Water		
County	2/4/2004	Memo between County Resource Protection and Land us	Outlines issues with Wastewater, Water		
	5/6/2004	Bestor to County	Estimate of drainage repair $290,000, Nader offering $27,000 contribution		
County	5/6/2004	Bestor to County	Estimate of drainage repair $290,000, Nader offering $27,000 contribution		
County	5/17/2004	County to Bestor	Response to 5/6/04 letter - discussion of distribution of benefit of new drainage		
	5/20/2004	Rosenthal to Code Enforcement	Status update of Drainage Code Enforcement case		
County	5/20/2004	Rosenthal to Code Enforcement	Status update of Drainage Code Enforcement case		
County	5/27/2004	County Application Request	Application request form ($381) for alternative project , 171 new dewellings, 50% afforadable		
County	5/28/2004	County Receipt	Receipt for $381 for "appt to Give Appl"		
	6/24/2004	Instructions for Development/Subdivision	County Instructions		
County	7/12/2004	Bestor to Nader	Information regarding dispersion of septic		
	7/15/2004	Development Project Application	172 units 50% market rate/50% affordable		
	7/15/2004	Initial Water Use/Nitrate Impact Questionnaire	dated 8/26/2002 and redated 7/15/2004		
County	7/15/2004	Initial Water Use/Nitrate Impact Questionnaire	dated 8/26/2002 and redated 7/15/2004		
County	7/22/2004	Nader to County	Request for Fee Reduction for affordable housing project		
County	7/23/2004	Fee Waiver Request	Nader completes Fee Waiver Request for 172 unit project 50% affordable		
	7/26/2004	Receipt for Payment of 172 project	$6,975		

			Denial		
1991	1/4/1991	Letters & Deeds re: Water Rights	Series of letters & deed language re: Agha water rights under deal with Cal Am predecessor Issue is both free water, and entitlement to water Documents show both deal w Cal Am and pre 1914		Water Rights
1992	7/2/1992	L Bestor to Nader re: Well tests in 1979	Summary of 1979 well tests and expected production Final note suggests waiting out CalAm moratorium		
1995					
	6-Jul-95	State Water Resources Control Board Order No WR 95-10		REGULATORY RESTRICTION	Water supply
1996	10/11/1996	Application for PreApplication Conference	Paid filing fee of $473		
	8/26/1996	Well Meter Report	Active Ag well reported with zero production for year		Water Supply
	???	Experian printout	enclosed porch reported / Lanai reported		RedTag - Carport
1997	4/7/1997	Groundwater Testing Report Caprock / Barminski	Groundwater Sample and results		
	6/30/1997	Agha letter to WMD	Identifies 35-40 horses seeks water credit		
	9/4/1997	WMD internal memo re water credits	Well reported as inactive 92 & 93 (no response 94,94,96)		Water Supply
	9/16/1997	WMD Letter	Will not give water credits for reducing horses water meter required for well Report annual usage		Water Quantity
	10/3/1997	email from MPWMD	Internal memo regarding Nader's explanation of inactive well		
1998					
	4/14/1998	Bestor Engineer Letter	Discusses drainage ditch construction/Plan		Drainage
	4/15/1998	Bestor to Peifer Plumbing	Drainage and culverts		
County	4/15/1998	Bestor to Peifer Plumbing	Drainage and culverts		
	7/16/1998	MPWMD to Nader	Response to calculating water credits for property		
	8/19/1998	Water Credit Application to WMD	Cal Am Acct 020-782-5850-03-6		
	11/12/1998	MPWMD to Nader	Response to Water credit inquiry and credits for irrigation		
1999					
	3/1/1999	WMD water credit letter	Letter authorizing 2.43 ac/ft use & credit of 2.1 ac/ft year Acknowledges "active commercial use" as horse facility		Water Supply Red Tag Use Permi
County	3/1/1999	WMD water credit letter	(same as above)		
County	6/10/1999	County Application Request Form	Application Request for 20 lot subdivsion		
	10/19/1999	BOS Resolution 99-379	(See Language Below)	REGULATORY RESTRICTION COMPLETE MORATORIUM	Traffic
2000					
County	4/25/2000	Bestor to County (Whitney)	Revised Tenative Map for 20 lots Introduction of phased subdivision starting with six lots to meet 2.49 af of water Discussion of perc from 1980 tentative map		
	16-May-00	BOS Resolution 99-379 Extended Moratorium	Residential Subdivisions in Carmel Valley be de[illegible]d pending construction of left turn lanes ... and improvements between HWY 1 and CV Rd ** Residential subdivision applications submitted before Oct 19, 1999 may proceed, so they may be addressed on their merits	REGULATORY RESTRICTION COMPLETE MORATORIUM	Traffic
County	9/19/2000	Bestor to County (Whitney)	Follow up of 4/25/2000 letter, includes tenativ[illegible]p and request to proceed with application		
	12/21/2000	County to Nader	Moratorium on subdivisions in Carmel Valley due to to traffic		
	12/21/2000	Letter from Planning Dept Whitney	Subdivision applications received prior to 10/19/99 can proceed. Your request for application was submitted on 6/10/99 Recommend filing your application knowing that An EIR will be required		
County	12/21/2000	Letter from Planning (Whitney)	(same as above)		
2001					
	3/3/2001	Bestor (Carl Hooper)	Preliminary Drainage Analysis (discussion of runoff with data and map)		
	3/6/2001	Bestor to County	Tentative Map with 6 lots (as they can be approved without increase in traffic) Included driller's log from 1978 Percolation test from 1980 1978 Geotech report Drainage analysis Reference to 1980 EIR		
County	3/6/2001	Bestor County	(Same as above)		
	7/3-7/5	emails bw planning at County	Does an application request constitute an application being submitted for purposes of Moratorium/Traffic? They say NO		
	7/3-7/5	emails bw planning and County	(same as above)		
	7/3/2001	Letter from Planning Whitney	an EIR is required to go forward with your project Prior 1979 EIR must be updated You did not file a "formal application" prior to 10/19/99 so our project has been "on hold" Recommend a Formal Application 10 copies of application & Map Filing fees of $14,465		
County	7/3/2001	Letter from Planning Whitney	(same as above)		
County	7/3/2001	Letter from Planning Whitney	(same as above) with attachments		
	7/27/2001	County to All Property Owners	Process for requests for Land Use designation changes		
	8/1/2001	Project Development Application	Tentative Map (Standard Subdivision) Application		
	8/1/2001	Copy of Check	$14,465 Paid for Application fees		
2002					
	1/15/2002	Bestor to Nader	Commenting on Augie Acuna's 1991 site plan of 160 multi-family dwelling plan with regard to water supply		
	22-Jan-02	BOS Resolution 02-024	CV Master Plan 39.1.6 limits development pending construction of capacity improvement to Hwy 1 CV Master Plan 39.3.2.1 calls for semi annual monitoring of traffic volumes & deferral of development if certain volumes reached On 12/11/01 report indicates critical volume reached on Seg 3 (ford rd to grade) & seg 7 (shulte to san carlos Subdivisions shall be denied pending left turn on segments 6 & 7 Except, Res Subdivision Applications submitted before Oct 19, 1999 may proceed This Augments Resolutions 99-379 & 01-133		
County	1/22/2002	BOS Resolution 02-024	(same as above)		

	7/26/2004	Memo to Planning Director from Planner	Status update of 172 project alternative
County	7/26/2004	Memo to Planning Director from Planner	Status update of 172 project alternative
	7/28/2004	Rosenthal to Public Works	Request to recalculate costs of drainage
County	7/28/2004	Rosenthal to Public Works	Request to recalculate costs of drainage
	8/16/2004	CV LUAC minutes	Deny project due to a variety of things including red tag, traffic, water, sewer
	8/16/2004	Interdepartmental Review	Check sheet
County	8/16/2004	Interdepartmental Review	Check sheet
			Includes Referral sheets - shows Incomplete from WRA, Health, Parks
			Includes LUAC minutes from 8/16/2004
County	8/16/2004	Incomplete Parks Dept	Recreational Requirements
	8/26/2004	County (P. Kelly) to Nader	Letter with departmental review status
County	8/26/2004	County (P. Kelly) to Nader	Letter with departmental review status
	9/28/2004	Bestor to County (Patrick Kelly)	Supplemental data requested in 8/26/04 letter
County	9/28/2004	Bestor to County (Patrick Kelly)	Supplemental data requested in 8/26/04 letter
	10/4/2004	Fax from Laith to T. Schmidt	(Cover Sheet only) Sent EIR, Tentative Map, Plan & Profile, Letter from C. Hooper
County	10/4/2004	Fax from Laith to T. Schmidt	(Cover Sheet only) Sent EIR, Tentative Map, Plan & Profile, Letter from C. Hooper
	10/12/2004	M. Noel to T. Schmidt	Redevelopment Agency Review (Incomplete)
	10/12/2004	M. Noel to T. Schmidt	Redevelopment Agency Review (Incomplete)
County	10/19/2004	County Application Information (Accela)	Grading for Storm Drain applied for 2/12/2002
County	10/22/2004	Incomplete Parks Dept	Recreational Requirements (duplicate from 8/16/2004)
	10/25/2004	Interdepartmental Review	Status - Incomplete (Water Resources, Environmental Health, Fire)
	10/25/2004	Interdepartmental Review	Status - Incomplete (Water Resources, Environmental Health, Fire)
	10/25/2004	Letter from County (Schmidt) to Agha	Completeness Review
County	10/25/2004	Letter from County (Schmidt) to Agha	Completeness Review
	10/27/2004	County Memo to File	Telephone conversation with applicant; re: 172 units of affordable housing
County	10/27/2004	County Memo to File	Telephone conversation with applicant; re: 172 units of affordable housing
	11/1/2004	Bestor to County (Dale Ellis)	Explanation of 172 unit project (on 4 lots) as alternative to 20 unit project
County	11/1/2004	Bestor to County (Dale Ellis)	Explanation of 172 unit project (on 4 lots) as alternative to 20 unit project
	11/22/2004	Nader to County (Dale Ellis)	Request for clarification after change of planners
County	11/22/2004	Nader to County (Dale Ellis)	Request for clarification after change of planners regarding direction given on affordable housing project
	12/23/2004	Bestor to Nader	Bestor demand for payment and explanation of work
2005			
	1/5/2005	Bestor to County (Dale Ellis)	Resend of 11/1/2004 letter that was previously unsigned
County	1/5/2005	Bestor to County (Dale Ellis)	Resend of 11/1/2004 letter that was previously unsigned
	1/18/2005	EIR Project Planning Conference	
County	1/18/2005	EIR Project Planning Conference	Water supply, water quailty, wasterwater
	1/28/2005		EIR Project Planning Conference Call
	3/9/2005	County to Durell	Reassignment of Planners to Bob Schubert
County	3/18/2005	Rosenthal to County	Formal withdrawl of 172 project, discussion of water, traffic
	9/6/2005	Durell to County (D. Ellis)	Request of refund in the amount $6975
County	9/6/2005	Durell to County (D. Ellis)	Request of refund in the amount $6975
	12/22/2005	County Request for Proposals	Request for Proposals for EIR
2006			
	1/8/2006	email Culbertson to Schubert	clarification on RFP for EIR
County	1/8/2006	email Culbertson to Schubert	clarification on RFP for EIR
County	1/9/2006	Certificate of Liablity Insurance	Monterey County Officers, Agents and Employe Liablity Policy
	1/15/2006	email Culbertson to Schubert	Suggests Nader vet his technical studies throug ounty process then start EIR
County	1/15/2006	email Culbertson to Schubert	Suggests Nader vet his technical studies through County process then start EIR
	1/17/2006	email Culbertson to Schubert	questions regarding conference call
County	1/17/2006	email Culbertson to Schubert	questions regarding conference call
	1/18/2006	email Culbertson to Schubert	questions regarding conference call
County	1/18/2006	email Culbertson to Schubert	questions regarding conference call
	1/20/2006	Bestor Tentative Map (Marked up) and Letter to Nader	Lot 21 showing six triplexes
	1/20/2006	Bestor to Nader	w/CA Planning and Zoning laws describing density bonuses
County	3/20/2006	County (Knaster) to Rosenthal	Response to 2/14 letter and selection of EIR consultant - Nader protesting firm selection from San Diego
	4/6/2006	Bestor to County (Schubert)	Provide duplicate package from 2001 and 2004
County	4/6/2006	Bestor to County (Schubert)	Provide duplicate package from 2001 and 2004
	4/10/2006	Bestor to Lombardo	Rationale for 36" culvert with plans, and detention pond plans if large housing development, includes letter fron
	4/19/2006	email Schaffner to Schubert	Coordination of technical studies and outstanding studies
	4/20/2006	County (Schubert) to Nader	Request for additional reports needed for EIR (update of 1978 geotech report, tree location map, AMBAG air ph
County	4/20/2006	County (Schubert) to Nader	Request for additional reports needed for EIR (update of 1978 geotech report, tree location map, AMBAG air ph
	4/27/2006	Lombardo to Lunquist	Drainage issues
	5/9/2006	Bestor to Nader	Inclusionary housing proposal and discussion of water being used from well
	6/12/2006	Fax to Wurz and Nader from County (Onciano)	Copy of 4/20/06 leter from Schubert
	7/6/2006	Tentative Map Provided by Agha	(See Stroh letter of 12/27/07) Includes Inclusionary Housing
		Revised tentative map	
	7/10/2006	Bestor to County (Schubert)	Response to 4/20/06 letter showing inclusionary housing
County	7/10/2006	Bestor to County (Schubert)	Response to 4/20/06 letter showing inclusionary housing
	7/10/2006	County Memo Requesting refund of project fees	
County	7/10/2006	County Memo Requesting refund of project fees	w/ receipt of fees $6975
County	7/21/2006	Memo to Schubert from Noel	Review of compliance for Inclusionary Housing Ordinance - exceeds requirement
County	7/21/2006	County Request for Proposals	County Request for Proposals for EIR (supercedes 12/22/2005 RFP)
			*project description states application date was 8/1/99 and first deemed incomplete 8/26/99 and remains incon
			*water description states, "water is proposed to be supplied by Cal Am for potable use, and by a mutual water s
			"A key issue to be addressed in the EIR is the integration of water supply considerations in the land use decision
County	7/25/2006	Interdepartmental Reivew Fire	Complete - with conditions
County	7/27/2006	Pease to Schubert	Clarification on EIR
	7/31/2006	Fax Schubert to S. Shaffner	Revised Competitive Bidding/Vendor Selection EIR
	7/31/2006	Email from Schubert to T. Wissler	Clarification on RFP for EIR
	7/31/2006	Interdepartmental Reivew Check Sheet	
County	7/31/2006	Interdepartmental Review	List of all projects waiting for review on 7/31/2006
County	7/31/2006	Interdepartmental Reivew Public Works	Complete - PW previously deemed incomplete, but EIR will satisfy traffic concerns
*** County	7/31/2006	Interdepartmental Review WRA	Complete - with conditions of approval including water use and well information **this is an exampl
County	7/31/2006	Interdepartmental Review Health	Incomplete - Need full description of project + septic + water issues
County	7/31/2006	Interdepartmental Reivew Parks	Complete - Fees required
	8/2 - 8/9/20(	Fax cover sheets from B. Schubert	(No attachments, only cover sheets to a variety of people)
County	8/2 - 8/9/20(	Fax cover sheets from B. Schubert	(No attachments, only cover sheets to a variety of people)
	8/3/2006	County to Nader	Notice that all items are complete except Environmental Health
County	8/3/2006	County to Nader	Notice that all items are complete except Environmental Health
	8/7/2006	County (Noel) to Nader	Inclusionary housing requirements
County	8/7/2006	County (Noel) to Nader	Inclusionary housing requirements
County	8/18/2006	Culbertson, Adams Assoc to Schubert	Proposal and Budget for Vista Nadura EIR
	8/28/2006	EMC Planning	Proposal and Budget for Vista Nadura EIR
County	8/31/2006	Memo Schubert to PW	Sharing proposals of EIR
County	8/31/2006	Culbertson, Adams Assoc to Schubert	Revised cost estimate for EIR proposal
County	8/31/2006	Memo Schubert to WRA	Sharing proposals of EIR
County	8/31/2006	Culbertson, Adams Assoc to Schubert	Revised cost estimate for Eir proposal. Includes orginal proposal as well.
	9/8/2006	email Schaffner to Schubert	Revised cost estimate for EIR proposal (no attachement)
County	9/8/2006	email Schaffner to Schubert	Revised cost estimate for EIR proposal (with attachment)
County	11/3/2006	County Activity Workflow Hisotry for Grading Permit	Last comment on 11/3/2006 says permit must be renewed and finaled before being cleared.

County	12/22/2006	Schubert to Nader	Follow up from 9/28/2006 regarding EMC selection for EIR
2007			
	10/29/2007	Email from County (VanHorn) to County (Stroh)	Resent conditions dated 07/31/06
County	11/8/2007	Unknown author	Notes regarding Nov 30th letter to be sent
County	11/9/2007	Development Chronology for Vista Nadura	Provided to County from Bestor
County	11/9/2007	Email From VanHorn to Stroh	Resent conditions dated 07/31/06
County	11/9/2007	Fax Bestor to Nader	Copy of correspondence sent from County to Nader
	11/9/2007	Agha Submitted Packet of Docs at meet	(This is referenced in Stroh letter of 12/27/07
	12/27/2007	Dept of Health Letter Allen Stroh	Prior Incomplete notice of 9/23/03
			Prior Incomplete notice of 7/31/06
			Agha claims responsive docs to above were provided
			Some info may have been lost or misplaced
			Need to recreate missing documents
			Need
			1) Complete proj description
			2) Map of project relative to wastewater study
			3) Soils & Perc test report
			4) 72 hour capacity test on well
			5) Water supply info required under Title 19
			EIR will be conducted
			WasteWater Issues
			(community septic system not acceptable)
			Report provided by Hooper to Beretti on 10/1/03
			had soil logs & perc tests - not sufficient
			May be able to hook up to Carmel Wastewater Dist *
			Water Supply
			MCC 15.04.040 & 19.03.015 require documentation
			of water rights prior to consideration of the application
			as complete
			Also requires investigation of feasibility of consolidate
			with another water system for application to be
			deemed complete
			Must provide a technical, managerial & financial
			document prior to an application being complete
County	12/27/2007	Dept Health Letter Allen Stroh	(same as above)
2008	2/21/2008	Bestor to County (Stroh) Draft Letter	Response to 12/27/07 incomplete items
	2/21/2008	Bestor to County (Stroh) Final Letter	
	3/18/2008	County (Stroh) to Nader	Response to Bestor letter 3/24/08 showing remaining incomplete items and process for completion
	3/25/2008	?? To Nader	Summary of Stroh 12/27/07 letter
	4/4/2008	Fax from Bestor to Messenger	Nader's chronology of events, letter from 12/27/08, letter from Bestor 2/21/08, letter from County 3/18/08, tent
	5/6/2008	Notice of Violation (Drainage)	10/15/2004 County first noted violation for con[illegible]uction of drainage
			4/29/2008 County inspector observed violatio[illegible]ains
County	5/6/2008	Notice of Violation (Drainage)	(same as above)
	5/14/2008	Bestor to Nader	Summary of 4/30/08 meeting with Health Department (water)
	6/4/2008	County (VanHorn) to Nader	Follow up of 4/30/08 meeting outlining outstanding incomplete items
	6/10/2008	email County (Sandoval) to Bestor	Provides application for pump test, and proof o[illegible]ng term water supply
	6/11/2008	Messenger to Nader	Notice of conflict of interest, recommendation [illegible]other attorneys
County	7/21/2008	email Mack to Herrington	Requesting additional info on compliance of Drainage CE ***shows that Bestor thought the matter had bee
	7/31/2008	Salinas Pump Company	Invoice for 72 hour pump test
			Includes County Source Capacity Test
	9/4/2008	County (VanHorn) to Nader	Document phone conversation, Nader agrees to connect to CAWD for sewer, water issues remain
	9/18/2008	Salinas Pump Company	Pump Test Data Sheet
			8 hour pump test
	10/21/2008	Carmel Area Wastewater District to Nader	Draft letter of Sewer Service Availability
	10/28/2008	Rosenthal to County Counsel	Judge Silver's findings regarding discharge at Carmel Valley Road was historically the natural exit point for draina
			Court heard case 1/10/2000
2009			
	2/19/2009	Fax from Bestor to Health	Water Quality test results 2/12/2009
	7/7/2009	MCC 19.03.010 Tentative Map Contents	Adopt code section listing dozens of required docs
		Ord 5135 sect 60	and pieces of information for a tentative map
			Replaced Ord 4082 & 3855 - 1996
2010	10/28/2010	County (Schubert) to Nader	Letter reminding moratorium on subdivisions due to traffic
			General Plan update stating subidvisions must follow new General Plan
	12/17/2010	County (VanHorn) to Nader	States that since 2006, EH has been working with Nader to get the project to complete status
			Do not have can and will from CAD for wastewater, CAD says will have to amend the sphere of influence
2011			
	2/1/2011	MPWMD to Durell	Water credits to be determined with abandonment of use
	4/18/2011	??	Notes regarding incomplete items
	8/30/2011	D. Agha to MPWMD (Pintar)	Confirmation that property has not changed in use
	9/7/2011	fax from Schubert to Aaron Johnson	Includes letters from 11/3/2010 and 2006 incompletes
	9/7/2011	fax from Schubert to Aaron Johnson	Includes 7/12/2011 memo, 12/10/2010 letter, 10/28/2010
	9/7/2011	Accela Printout	County records showing status of project
	9/13/2011	Aaron to County	Request to delay initial hearing pending MCWMD
	10/5/2011	Liz to MPWMD	Request for water credits
	11/15/2011	County (VanHorn) to County (Schubert)	Environmental Health considers project Incomplete
	12/19/2011	MPWMD to Durell	Same letter as 2/1/2011 (water credits to be determined with abandonment of use)
2012	4/11/2012	L from MPWMD: Water Credit Inquiry Vista Nadura	Response from MPWMD saying that March 1, 1999 letter is not documentation of a Water Use Credit
			Includes all previous responses from MPWMD back to March 1, 1999
	4/17/2012	L from Durell to Aaaron	Re: 4/11/2012 reponse from S. Pintar
2013			
	6/25/2013	Adopt MCC 19.01.025 Technical Review	County Staff shall conduct a Technical review of all
			Subdivisions / Tentative Maps to
			Recommend designs, improvements, compliance with law
			to make recommendations to Planning & BOS
			** This replaced Minor Subdivision Committee method
			former 19.01.025 & Ord No 3797 (1994)
			and Ord No 5135 sect 55 (July 7, 2009)
		Adopt Ord 5218 sect 3 Repeal Subdivision Comm	BOS repeals Standard Subdivision Committee
			Planning commission named proper decision making
			body for subdivisions (19.01.035)

		8/12/2013	MPWMD Water Credit Inquiry	Discussion of how water calculation will be made (Group I Water Use Credit for permanent abandonment of 34 I
		8/19/2013	MPWMD Water Credit Inquiry cont.	Statement that March 1, 1999 letter was not a statement of water credits
		8/20/2013	Email D. Stoldt MPWMD to Nader	Same letter as 8/19/2013
2017		1/3/2017	Records request to P. Silkwood	Durrell Agha reviewed 21 boxes in 2003 and files were destroyed with her permission after that review
		3/6/2017	L from M&H re: request for Director's Interpretation	Related timeline and status inquiry with County staff
		3/21/2017	Internal correspondence re: review of timeline	
		7/19/2017	Memo from C. Holm	Supplemental Procedures for Administrative Interpretations
2018				
	County	3/13/2018	County notes of complaints	Most recent is current code violations
	County	3/15/2018	Ruiz Code Enforcement Documentation	Entire packet of documentation, includes:
				notes on drainage issue
**	County	3/21/2018	County Proof of Service	orginal violation in 2001 was grading without a permit - (I believe grading permit was eventually issued, no addit
	County	4/6/2018	Email Agha to Ruiz	Request for extension and explanation for carport conversion
	County	4/9/2018	Email Agha to Ruiz	Do not need business permit in County
	County	4/16/2018	Email Hart to Bolwing/Ruiz	Request for add'l information on code violation; dispute some claims
	County	4/16/2018	vistanadura.com	website info regarding Vista Nadura equestrian center
	County	5/1/2018	Email Quenga to Hart/Roberts	Zoning prior to 1948 to establish commecial stables
	County	5/4/2018	County to Agha	Extended Compliance date 7/2/2018
	County	5/29/2018	Laith to County	Permission for Jim Vocelka (architect) to address citation
		6/8/2018	Hart to Quenga/Bowling	Request for dismissal of certain allegations related to CE020016, evidence included
	County	6/8/2018	Hart to Quenga/Bowling	Request for dismissal of certain allegations related to CE020016, evidence included
	County	6/8/2018	Permit Process Evaluation	Info to property owner to help assist in applying for permits
		6/27/2018	From County (B. Briggs) to Paul Hart	County Counsel response to P. Hart letter June 8, 2018 stating violations exist
	County	6/27/2018	From County (B. Briggs) to Paul Hart	County Counsel response to P. Hart letter June 8, 2018 stating violations exist
	County	7/2/2018	Email L. Agha to J. Bowling	Request for code compliance extention
	County	7/3/2018	Code Compliance Checklist	Code Compliance for CE020016
	County	7/3/2018	County to Agha	Extension of Code Compliance Date
	County	7/5/2018	Email P. Hart to J. Dy (County)	Records request
	County	Aug-18	County	Information Security Standards

Baseline - Water use.

Lead Case

Carmel Valley - September Ranch

1995 - 2001

Save Our Peninsula Committee v. Monterey County Bd. of Supervisors, 87 Cal. App. 4th 99

Copy Citation

Court of Appeal of California, Sixth Appellate District

February 15, 2001, Decided

No. H020900, No. H020933.

Reporter

87 Cal. App. 4th 99 * | 104 Cal. Rptr. 2d 326 ** | 2001 Cal. App. LEXIS 110 *** | 2001 Cal. Daily Op. Service 1412 | 2001 Daily Journal DAR 1721

SAVE OUR PENINSULA COMMITTEE et al., Plaintiffs and Respondents, v. MONTEREY COUNTY BOARD OF SUPERVISORS, Defendant and Respondent; SEPTEMBER RANCH PARTNERS et al., Real Parties in Interest and Appellants.SIERRA CLUB et al., Plaintiffs and Respondents, v. COUNTY OF MONTEREY et al., Defendants and Respondents; SEPTEMBER RANCH PARTNERS et al., Real Parties in Interest and Appellants.

Subsequent History: Related proceeding at Save Our Carmel River v. Monterey Peninsula Water Management Dist., 141 Cal. App. 4th 677, 46 Cal. Rptr. 3d 387, 2006 Cal. App. LEXIS 1124 (Cal. App. 6th Dist., 2006)
Related proceeding at Bernardi v. County of Monterey, 2008 Cal. App. LEXIS 1710 (Cal. App. 6th Dist., Sept. 30, 2008)

Prior History: [***1] Superior Court of California, Monterey County. Superior Court No.: M42412. Monterey County Super. Ct. No. M42485. The Honorable Richard M. Silver.

Disposition: The judgment granting a peremptory writ of mandate is reversed in part and affirmed in part. The matter is remanded to the superior court with directions that the court issue a new writ of mandate ordering the Monterey County Board of Supervisors to vacate Resolution No. 98-500, including the approval of any permits or entitlements for the project described in that Resolution, and to vacate the certification of the Environmental Impact Report prepared in regard to the project. The Board shall be ordered not to take any further action to approve the project without the preparation, circulation and consideration under CEQA of a legally adequate Environmental Impact Report with regard to the water issues discussed in this opinion.

The portion of the superior court's judgment granting a writ of mandate and directing that the Board prepare a revised Environmental Impact Report to include further discussion regarding mitigation of traffic impacts is reversed.

The superior court's order awarding attorney fees is hereby vacated. Upon [***2] remand, the court may issue a new order, in light of our disposition herein, or may reinstate the same order.

The parties are to bear their own costs on appeal.

Core Terms

baseline, Valley, mitigation, acre-feet, pumping, irrigated, traffic, water use, applicants, riparian right, impacts, conditions, per year, aquifer, Guidelines, offset, mitigation measures, environmental review process, traffic impact, Resources, draft eir, final eir, reduction, estimate, projects, figures, pastureland, segments, parcel, comments

Case Summary

Procedural Posture
Respondent environmental groups sought writs of mandate to challenge certification of appellant developers' environmental impact report (EIR) and the respondent board's findings. The Monterey County Superior Court, California, granted the writs, holding the EIR was inadequate under the California Environmental Quality Act (CEQA), Cal. Pub. Res. Code § 21000 et seq., as to traffic and water issues. Appellants sought review.

Overview

The EIR initially established a water-use baseline of 45 acre-feet per year, based on the appellants' representation that some of the acreage was irrigated land, without documentation prior to 1997, but ultimately the baseline determination was referred to the board which could choose among various calculations. The figures did not reflect water actually used for irrigating the property. This violated the basic principles of CEQA, which required that an EIR start with a description of the existing environment, preferably before the EIR process began. Thus, the respondent board's decision was not supported by the evidence and was an abuse of its discretion. The impact of transferring water credits as mitigation, and the appellants' asserted riparian rights arose so late in the process, and so changed the EIR, the public was deprived of a meaningful opportunity to comment. Therefore, the trial court's ruling on the water use issues was correct. As to the traffic issues, the EIR acknowledged that the project would cause a significant impact on traffic, and recommended that the impacts be mitigated by payment of in-lieu fees. Thus the traffic discussion in the EIR was adequate.

Outcome

With regard to the water issues, the judgment granting a peremptory writ of mandate was affirmed and the matter was remanded for a new writ of mandate ordering vacation of the EIR certification, and ordering the preparation, circulation and consideration under CEQA of an adequate EIR. As to the traffic issues, the judgment granting the writ and directing a new EIR to include discussion of traffic mitigation was reversed.

LexisNexis® Headnotes

Administrative Law > Judicial Review > Standards of Review > General Overview
Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN1 Judicial Review, Standards of Review

In a mandate proceeding to review an agency's decision for compliance with the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq., the scope and standard of appellate review is the same as the trial court's and the lower court's findings are not binding on the appellate court. More like this Headnote

Shepardize - Narrow by this Headnote (10)

Administrative Law > Judicial Review > Administrative Record > General Overview
View more legal topics

HN2 Judicial Review, Administrative Record

The appellate court reviews the administrative record to determine whether the agency prejudicially abused its discretion. Abuse of discretion is established if the agency has not proceeded in a manner required by law or if the determination or decision is not supported by substantial evidence. Cal. Pub. Res. Code § 21168.5. "Substantial evidence" is defined in the California Environmental Quality Act Guidelines, Cal. Code Regs. tit. 14, § 15000 et seq., as enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached. Whether a fair argument can be made is to be determined by examining the entire record. Mere uncorroborated opinion or rumor does not constitute substantial evidence. Cal. Code Regs. tit. 14, § 15384(a). More like this Headnote

Shepardize - Narrow by this Headnote (48)

Administrative Law > Judicial Review > Standards of Review > General Overview
Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview
Evidence > ... > Presumptions > Particular Presumptions > Regularity

HN3 Judicial Review, Standards of Review

The agency is the finder of fact and the appellate court must indulge all reasonable inferences from the evidence that would support the agency's determinations and resolve all conflicts in the evidence in favor of the agency's decision. In reviewing an agency's decision to certify an environmental impact report, the court presumes the correctness of the decision. More like this Headnote

Shepardize - Narrow by this Headnote (35)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN4 Natural Resources & Public Lands, National Environmental Policy Act

The environmental impact report (EIR) is the heart of the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq., and the integrity of the process is dependent on the adequacy of the EIR. More like this Headnote

Shepardize - Narrow by this Headnote (8)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN5 Natural Resources & Public Lands, National Environmental Policy Act

The ultimate decision of whether to approve a project, be that decision right or wrong, is a nullity if based upon an environmental impact report (EIR) that does not provide the decision-makers, and the public, with the information about the project that is required by the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq. The error is prejudicial if the failure to include relevant information precludes informed decisionmaking and informed public participation, thereby thwarting the statutory goals of the EIR process. More like this Headnote

Shepardize - Narrow by this Headnote (16)

Administrative Law > Judicial Review > Standards of Review > Abuse of Discretion
Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN6 Standards of Review, Abuse of Discretion
When the informational requirements of the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq., are not complied with, an agency has failed to proceed in a manner required by law and has therefore abused its discretion. Cal. Pub. Res. Code §§ 21168.5, 21005(a). More like this Headnote

Shepardize - Narrow by this Headnote (20)

Administrative Law > Judicial Review > Standards of Review > General Overview
Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN7 Judicial Review, Standards of Review
Although the agency's factual determinations are subject to deferential review, questions of interpretation or application of the requirements of the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq., are matters of law. While an appellate court may not substitute its judgment for that of the decisionmakers, it must ensure strict compliance with the procedures and mandates of the statute. More like this Headnote

Shepardize - Narrow by this Headnote (19) 1

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN8 Natural Resources & Public Lands, National Environmental Policy Act
Without a determination and description of the existing physical conditions on the property at the start of the environmental review process, the environmental impact report cannot provide a meaningful assessment of the environmental impacts of the proposed project. Cal. Pub. Res. Code §§ 21100(a), 21060.5. More like this Headnote

Shepardize - Narrow by this Headnote (8) 1

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN9 Natural Resources & Public Lands, National Environmental Policy Act
Before the impacts of a project can be assessed and mitigation measures considered, an environmental impact report must describe the existing environment. It is only against this baseline that any significant environmental effects can be determined. California Environmental Quality Act Guidelines, Cal. Code Regs. tit. 14, §§ 15125(a), 15126.2(a). More like this Headnote

Shepardize - Narrow by this Headnote (8)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN10 Natural Resources & Public Lands, National Environmental Policy Act
Because the chief purpose of the environmental impact report (EIR) is to provide detailed information regarding the significant environmental effects of the proposed project on the physical conditions which exist within the area, it follows that the existing conditions must be determined, to the extent possible, in the EIR itself. Cal. Pub. Res. Code § 21060.5. More like this Headnote

Shepardize - Narrow by this Headnote (12)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN11 Natural Resources & Public Lands, National Environmental Policy Act
The agency has the discretion to resolve factual issues and to make policy decisions regarding an environmental impact report. If the determination of a baseline condition requires choosing between conflicting expert opinions or differing methodologies, it is the function of the agency to make those choices based on all of the evidence. More like this Headnote

Shepardize - Narrow by this Headnote (4)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN12 Natural Resources & Public Lands, National Environmental Policy Act
If an environmental impact report (EIR) presents alternative methodologies for determining a baseline condition, the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq., requires that each alternative be supported by reasoned analysis and evidence in the record so that the decision of the agency is an informed one. The EIR must set forth any analysis of alternative methodologies early enough in the environmental review process to allow for public comment and response. This is particularly important in a case where water issues are a matter of widespread public concern, and where the determination of the figure for baseline water usage dictates the density of the proposed project. More like this Headnote

Shepardize - Narrow by this Headnote (20)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN13 Natural Resources & Public Lands, National Environmental Policy Act
The environmental impacts of the proposed project must be measured against the real conditions on the ground. More like this Headnote

Shepardize - Narrow by this Headnote (6) 1

Administrative Law > Judicial Review > General Overview
Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN14 Administrative Law, Judicial Review
Judicial review does not allow for a reweighing of the evidence and determinations in an environmental impact report (EIR) must be upheld if they are supported by substantial evidence. However, an EIR must focus on impacts to the existing environment, not hypothetical situations. And mere uncorroborated opinion or rumor does not constitute substantial evidence. California Environmental Quality Act Guidelines, Cal. Code Regs. tit. 14, § 15384(a). More like this Headnote

Shepardize - Narrow by this Headnote (7)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN15 Natural Resources & Public Lands, National Environmental Policy Act
The California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq., requires that the preparers of the environmental impact report (EIR) conduct the investigation and obtain documentation to support a determination of pre-existing conditions. This is a crucial function of the EIR. More like this Headnote

Shepardize - Narrow by this Headnote (2)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN16 Natural Resources & Public Lands, National Environmental Policy Act
An adequate environmental impact report requires more than raw data; it requires also an analysis that will provide decision makers with sufficient information to make intelligent decisions. California Environmental Quality Act Guidelines, Cal. Code Regs. tit. 14, § 15151. More like this Headnote

Shepardize - Narrow by this Headnote (4)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN17 Natural Resources & Public Lands, National Environmental Policy Act
See Cal. Code Regs. tit. 14, § 15125(a). More like this Headnote

Shepardize - Narrow by this Headnote (0)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN18 Natural Resources & Public Lands, National Environmental Policy Act
See Cal. Code Regs. tit. 14, § 15126.2. More like this Headnote

Shepardize - Narrow by this Headnote (0)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN19 Natural Resources & Public Lands, National Environmental Policy Act
The significance of a project's impacts cannot be measured unless the environmental impact report first establishes the actual physical conditions on the property. In other words, baseline determination is the first rather than the last step in the environmental review process. More like this Headnote

Shepardize - Narrow by this Headnote (11)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN20 Natural Resources & Public Lands, National Environmental Policy Act
For purposes of environmental impact reports, the date for establishing baseline cannot be a rigid one. Environmental conditions may vary from year to year and in some cases it is necessary to consider conditions over a range of time periods. In some cases, conditions closer to the date the project is approved are more relevant to a determination whether the project's impacts will be significant. More like this Headnote

Shepardize - Narrow by this Headnote (12) 2

Administrative Law > Judicial Review > Standards of Review > Abuse of Discretion
Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN21 Standards of Review, Abuse of Discretion
If an environmental impact report (EIR) fails to include relevant information and precludes informed decisionmaking and public participation, the goals of the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq., are thwarted and a prejudicial

abuse of discretion has occurred. Cal. Pub. Res. Code § 21005(a). The appellate court's role, as a reviewing court, is not to decide whether the board acted wisely or unwisely, but simply to determine whether the EIR contained sufficient information about a proposed project, the site and surrounding area, and the projected environmental impacts arising as a result of the proposed project or activity to allow for an informed decision. More like this Headnote

Shepardize - Narrow by this Headnote (21)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN22 Natural Resources & Public Lands, National Environmental Policy Act
An environmental impact report is required to discuss the impacts of mitigation measures. More like this Headnote

Shepardize - Narrow by this Headnote (1)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN23 Natural Resources & Public Lands, National Environmental Policy Act
See Cal. Code Regs. tit. 14, § 15126(c) (now found at Cal. Code Regs. tit. 14, § 15126.4(a)(1)(D)). More like this Headnote

Shepardize - Narrow by this Headnote (0)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN24 Natural Resources & Public Lands, National Environmental Policy Act
Cal. Code Regs. tit. 14, § 15126(g), now found at § 15126.2(d), provided that the growth-inducing impact of the proposed action must be discussed in the environmental impact report, including the ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. More like this Headnote

Shepardize - Narrow by this Headnote (1)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN25 Natural Resources & Public Lands, National Environmental Policy Act
If, subsequent to the period of public and interagency review, the lead agency adds significant new information to an environmental impact report (EIR), the agency must issue new notice and must recirculate the revised EIR, or portions thereof, for additional commentary and consultation. Cal. Pub. Res. Code §21092.1; California Environmental Quality Act Guidelines, Cal. Code Regs. tit. 14, § 15088.5(a). The revised environmental document must be subjected to the same critical evaluation that occurs in the draft stage, so that the public is not denied an opportunity to test, assess, and evaluate the data and make an informed judgment as to the validity of the conclusions to be drawn therefrom. More like this Headnote

Shepardize - Narrow by this Headnote (7)

Real Property Law > Water Rights > Riparian Rights
View more legal topics

HN26 Water Rights, Riparian Rights
A valid riparian right can be established if: (1) the property is contiguous to the water course; (2) the property is within the watershed of the water course; and (3) the riparian right has not been severed through subdivision or separate conveyance. More like this Headnote

Shepardize - Narrow by this Headnote (0)

Real Property Law > Water Rights > Riparian Rights
View more legal topics

HN27 Water Rights, Riparian Rights
In times of shortage a riparian owner must share water with other riparian users, but its rights are superior to the rights of appropriators. More like this Headnote

Shepardize - Narrow by this Headnote (0)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN28 Natural Resources & Public Lands, National Environmental Policy Act
The requirement in Cal. Pub. Res. Code § 21092.1 that an environmental impact report (EIR) be recirculated when significant new information is added is not intended to promote endless rounds of revision and recirculation of EIR's. Recirculation is intended to be the exception, rather than the general rule. More like this Headnote

Shepardize - Narrow by this Headnote (6)

Administrative Law > Judicial Review > Standards of Review > Substantial Evidence
Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview
Evidence > ... > Presumptions > Particular Presumptions > Regularity

HN29 Standards of Review, Substantial Evidence
In an appeal of an agency's approval of an environmental impact report (EIR), the court presumes the correctness of the agency's decision

and the petitioners thus bear the burden of proving that the EIR is legally inadequate or that the record does not contain substantial evidence to support the agency's decision. The substantial evidence rule does not require certainty; substantial evidence is enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached. California Environmental Quality Act Guidelines, Cal. Code Regs. tit. 14, § 15384(a). Where the dispute is whether adverse affects could be better mitigated, the appellate court does not weigh the evidence and determine who has the better argument. More like this Headnote

Shepardize - Narrow by this Headnote (43)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN30 Natural Resources & Public Lands, National Environmental Policy Act
The California Environmental Quality Act (CEQA), Cal. Pub. Res. Code § 21000 et seq., requires that an environmental impact report indicate the ways in which a project's significant effects can be mitigated, by setting forth mitigation measures proposed to minimize significant effects on the environment. Cal. Pub. Res. Code §§ 21100(b)(3), 21002.1(a), 21061. The discussion should identify mitigation measures which could reasonably be expected to reduce adverse impacts if required as conditions of approving the project. CEQA Guidelines, Cal. Code Regs. tit. 14, former § 15126(c), now § 15126.4(a)(1)(A). More like this Headnote

Shepardize - Narrow by this Headnote (9)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN31 Natural Resources & Public Lands, National Environmental Policy Act
Fee-based infrastructure mitigation programs have been found to be adequate mitigation measures under the California Environmental Quality Act (CEQA), Cal. Pub. Res. Code § 21000 et seq. The CEQA Guidelines (Guidelines), Cal. Code Regs. tit. 14, § 15000 et seq., also recognize that when an impact is not unique to a single project, but is instead the result of cumulative conditions, the only feasible mitigation may involve adoption of ordinances or other regulations designed to address the cumulative impact. § 15130(c). Section 15130 of the Guidelines now specifically provides that an environmental impact report may determine that a project's contribution to a cumulative impact may be mitigated by requiring the project to implement or fund its fair share of a mitigation measure or measures designed to alleviate the cumulative impact. § 15130(a)(3). More like this Headnote

Shepardize - Narrow by this Headnote (21) 1

Business & Corporate Compliance > ... > Environmental Law > Land Use & Zoning > Comprehensive & General Plans
Environmental Law > Administrative Proceedings & Litigation > Judicial Review
Governments > Local Governments > Employees & Officials
View more legal topics

HN32 Land Use & Zoning, Comprehensive & General Plans
When an appellate court reviews an agency's decision for consistency with its own general plan, it accords great deference to the agency's determination. This is because the body which adopted the general plan policies in its legislative capacity has unique competence to interpret those policies when applying them in its adjudicatory capacity. Because policies in a general plan reflect a range of competing interests, the governmental agency must be allowed to weigh and balance the plan's policies when applying them, and it has broad discretion to construe its policies in light of the plan's purposes. A reviewing court's role is simply to decide whether the city officials considered the applicable policies and the extent to which the proposed project conforms with those policies. More like this Headnote

Shepardize - Narrow by this Headnote (40) 2

Headnotes/Syllabus

Summary
CALIFORNIA OFFICIAL REPORTS SUMMARY

In separate writ proceedings initiated by opponents of a proposed residential development project, pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.), which were consolidated for administrative purposes at trial, the trial court found that the project's environmental impact report (EIR) was legally inadequate and directed the county board of supervisors to vacate certification of the EIR and to prepare and circulate a legally adequate EIR with respect to specified water and traffic issues. (Superior Court of Monterey County, Nos. M42412 and M42485, Richard M. Silver, Judge.)

The Court of Appeal reversed in part and affirmed in part, remanding the matter to the trial court with directions to issue a new writ of mandate ordering the county board of supervisors to vacate the board's resolution and the certification of the EIR. The board was ordered not to take any further action to approve the project without the preparation, circulation, and consideration of a legally adequate EIR with regard to the water issues discussed in the appellate opinion. The court held that the EIR, which addressed the potential adverse impact of the project on the water supply of the surrounding area, was inadequate in its baseline water use discussion in several respects, and, consequently did not comply with CEQA (Pub. Resources Code, § 21000 et seq.) in its treatment of several critical water issues. The court also held that the EIR failed to adequately discuss, as a mitigation measure, the impact of an off-site pumping reduction on neighboring property. The court further held that the EIR failed to adequately discuss whether the property had valid riparian rights and could utilize them to support a private water system for the subdivision. The court also held that the EIR was adequate in its discussion of traffic impacts and mitigation, where the traffic analysis complied with the CEQA, substantial evidence supported the board of supervisors' conclusion that traffic impacts would be mitigated, and the board's interpretation of the pertinent master plan policy was within its

discretion and was reasonable. (Opinion by Bamattre-Manoukian, J., with Premo, Acting P. J., and Wunderlich, J., concurring.)

Headnotes

CALIFORNIA OFFICIAL REPORTS HEADNOTES

Classified to California Digest of Official Reports

CA(1a) **(1a)** *CA(1b)* **(1b) Pollution and Conservation Laws § 2.9—California Environmental Quality Act—Proceedings—Standard of Judicial Review.**

--In a mandate proceeding to review an agency's decision for compliance with the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.), the scope and standard of the appellate court's review is the same as the trial court's, and the lower court's findings are not binding on the appellate court. The appellate court reviews the administrative record to determine whether the agency prejudicially abused its discretion, which is established if the agency has not proceeded in a manner required by law or if the determination or decision is not supported by substantial evidence (Pub. Resources Code, § 21168.5). The agency is the finder of fact and the appellate court must indulge all reasonable inferences from the evidence that would support the agency's determinations and resolve all conflicts in the evidence in favor of the agency's decision. In reviewing an agency's decision to certify an environmental impact report (EIR), the court presumes the correctness of the decision. The project opponents thus bear the burden of proving that the EIR is legally inadequate. Although the agency's factual determinations are subject to deferential review, questions of interpretation or application of the requirements of the CEQA statute are matters of law. While the reviewing court may not substitute its judgment for that of the decision makers, the court must ensure strict compliance with the procedures and mandates of the statute.

CA(2) **(2) Pollution and Conservation Laws § 2—California Environmental Quality Act—Environmental Impact Reports.**

--The overriding purpose of the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.) is to ensure that agencies regulating activities that may affect the quality of the environment give primary consideration to preventing environmental damage. CEQA is the Legislature's declaration of policy that all necessary action be taken to protect, rehabilitate, and enhance the environmental quality of the state. The environmental impact report (EIR) is the heart of CEQA and the integrity of the process is dependent on the adequacy of the EIR. The ultimate decision of whether to approve a project, be that decision right or wrong, is a nullity if based upon an EIR that does not provide the decision makers, and the public, with the information about the project that is required by CEQA. The error is prejudicial if the failure to include relevant information precludes informed decisionmaking and informed public participation, thereby thwarting the statutory goals of the EIR process. When the informational requirements of CEQA are not complied with, an agency has failed to proceed in a manner required by law and has therefore abused its discretion (Pub. Resources Code, §§ 21168.5, 21005, subd. (a)).

CA(3a) **(3a)** *CA(3b)* **(3b)** *CA(3c)* **(3c)** *CA(3d)* **(3d) Pollution and Conservation Laws § 2.3—California Environmental Quality Act—Environmental Impact Reports—Sufficiency—Description of Baseline Water Use.**

--An environmental impact report (EIR) concerning a proposed residential development project, which addressed the potential adverse impact of the project on the water supply of the surrounding area, was inadequate in its baseline water use discussion in several respects, and, consequently did not comply with the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) in its treatment of several critical water issues. Specifically, the EIR failed to investigate and present evidence to support the assumption that the preproject use of water on the property was for irrigation; it introduced a new methodology for baseline determination at the end of the environmental review process without any informational discussion or opportunity for public review; and it invited the board to select a baseline among water production figures with no meaningful analysis and no showing that the figures represented water actually used on the property were consistent with historical use. As a result of these inadequacies, the county board of supervisors' decision setting baseline water use at 51 acre-feet per year was not supported by the evidence and was an abuse of discretion.

[See 4 Witkin, Summary of Cal. Law (9th ed. 1987) Real Property, § 59 et seq.]

CA(4a) **(4a)** *CA(4b)* **(4b) Pollution and Conservation Laws § 2—California Environmental Quality Act—Environmental Impact Reports—Determination of Existing Conditions—Investigation—Who Conducts.**

--Because the chief purpose of an environmental impact report (EIR) under the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.) is to provide detailed information regarding the significant environmental effects of the proposed project on the physical conditions that exist within the area, it follows that the existing conditions must be determined, to the extent possible, in the EIR itself (Pub. Resources Code, § 21060.5). On the other hand, the agency has the discretion to resolve factual issues and to make policy decisions. If the determination of a baseline condition requires choosing between conflicting expert opinions or differing methodologies, it is the function of the agency to make those choices based on all of the evidence. If an EIR presents alternative methodologies for determining a baseline condition, CEQA requires that each alternative be supported by reasoned analysis and evidence in the record so that the decision of the agency is an informed one. The EIR must set forth any analysis of alternative methodologies early enough in the environmental review process to allow for public comment and response. CEQA requires that the preparers of the EIR, rather than the agency, conduct the investigation and obtain documentation to support a determination of preexisting conditions. This is a crucial function of the EIR.

CA(5) **(5) Pollution and Conservation Laws § 2.3—California Environmental Quality Act—Environmental Impact Reports—Sufficiency—Description of Baseline Water Use—At End of Review Process.**

--In proceedings under the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.) concerning a proposed residential development project, which addressed the potential adverse impact of the project on the water supply of the surrounding area, it was not proper to rely on water production figures generated at the end of the environmental review process, rather than at the beginning, to determine a baseline water use figure. As amended, Cal. Code Regs., tit. 14, §§ 15125, subd. (a), and 15126.2, reflect and clarify a central concept of CEQA, widely accepted by the courts, that the significance of a project's impacts cannot be measured unless the EIR first establishes the actual physical conditions on the property as they exist before the commencement of the project. Thus, baseline determination is the first rather than the last step in the environmental review process. However, the date for establishing baseline cannot be a rigid one. Environmental conditions may vary from year to year and in some cases it might be necessary to consider conditions over a range of time periods.

CA(6) (6) Pollution and Conservation Laws § 2.9—California Environmental Quality Act—Proceedings—Standard of Judicial Review—Environmental Impact Reports.

--If an environmental impact report (EIR) under the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.) fails to include relevant information and precludes informed decisionmaking and public participation, the goals of CEQA are thwarted and a prejudicial abuse of discretion has occurred (Pub. Resources Code, § 21005, subd. (a)). The appellate court's role is not to decide whether the decisionmaking agency acted wisely or unwisely, but simply to determine whether the EIR contained sufficient information about a proposed project, the site and surrounding area, and the projected environmental impacts arising as a result of the proposed project or activity to allow for an informed decision.

CA(7) (7) Pollution and Conservation Laws § 2.5—California Environmental Quality Act—Environmental Impact Reports—Sufficiency—Mitigation Measures—Water Issues—Off-site Water Pumping Reduction.

--An environmental impact report (EIR) concerning a proposed residential development project, which addressed the potential adverse impact of the project on the water supply of the surrounding area, failed to adequately discuss, as a mitigation measure, the impact of an off-site pumping reduction on neighboring property. The EIR is required to discuss the effects of mitigation measures (Cal. Code Regs., tit. 14, former § 15125, subd. (c) [now § 15126.4, subd. (a)(1)(D)] and former § 15126, subd. (g) [now § 15126.2, subd. (d)]). However, there was no discussion in the EIR of the impacts of transferring water credits because the issue of the water transfer came towards the end of the review process. If, subsequent to the period of public and interagency review, the lead agency adds significant new information to an EIR, the agency must issue new notice and must recirculate the revised EIR for additional commentary and consultation (Pub. Resources Code, § 21092.1; Cal. Code Regs., tit. 14, § 15088.5, subd. (a)). The revised document must be subjected to the same critical evaluation that occurs in the draft stage. In light of the atmosphere of public concern about the water shortage, and the focused concerns expressed in the comments calling for an analysis of the feasibility of any specific offset pumping site to provide actual mitigation, the identification of the neighboring parcel late in the review process warranted further discussion and analysis and an opportunity for public response.

CA(8a) (8a) CA(8b) (8b) Pollution and Conservation Laws § 2.5—California Environmental Quality Act—Environmental Impact Reports—Sufficiency—Mitigation Measures—Water Issues—Riparian Rights.

--In writ proceedings under the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.), the trial court properly found that an environmental impact report (EIR) for a proposed residential development project, which addressed the potential adverse impact of the project on the water supply of the surrounding area, failed to adequately discuss whether the property had valid riparian rights and could utilize them to support a private water system for the subdivision. Opponents of the project did not waive their water rights claims, since the issues were adequately raised in briefing and argument before the trial court, and any failure to fully develop arguments could be partly attributed to the fact that the applicants asserted their intent to utilize their riparian rights very late in the review process. The late introduction of this theory and new information resulted in an incomplete analysis in the EIR. Furthermore, there was no opportunity for meaningful public comment and response. A supplemental EIR presented new and significant information regarding the applicants' asserted riparian rights, which raised important water issue questions and should have been recirculated to permit the public to have a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect.

CA(9) (9) Pollution and Conservation Laws § 2—California Environmental Quality Act—Environmental Impact Reports—Purpose of Public Review.

--The purpose of requiring public review of an environmental impact report (EIR) is to demonstrate to an apprehensive citizenry that the agency has, in fact, analyzed and considered the ecological implications of its action. Public review permits accountability and informed self-government. Public review ensures that appropriate alternatives and mitigation measures are considered, and permits input from agencies with expertise. Thus, public review provides the dual purpose of bolstering the public's confidence in the agency's decision and providing the agency with information from a variety of experts and sources. The primary reason that public comment is solicited is so that potential significant adverse effects of the project can be identified at the earliest possible time. The requirement in Pub. Resources Code, § 21092.1, that an EIR be recirculated when significant new information is added is not intended to promote endless rounds of revision and recirculation of EIR's. Recirculation is intended to be the exception, rather than the general rule.

CA(10a) (10a) CA(10b) (10b) Pollution and Conservation Laws § 2.5—California Environmental Quality Act—Environmental Impact Reports—Sufficiency—Mitigation Measures—Traffic Issues.

--An environmental impact report (EIR) concerning a proposed residential development project was adequate in its discussion of traffic

impacts and mitigation, where the traffic analysis complied with the California Environmental Quality Act (CEQA), substantial evidence supported the county board of supervisors's conclusion that traffic impacts would be mitigated, and the board's interpretation of the pertinent master plan policy was within its discretion and was reasonable. The EIR contained a comprehensive traffic analysis, identified problem areas and described the programs designed to address these areas of concern, and recommended mitigation in the form of pro rata fees paid to a traffic impact fee program established by county ordinance and designed to implement road improvements as needed. Further recommended mitigation was construction of safe transit stops, implementation of a trip reduction program, installation of circulation improvements at the entrances to the project site, and dedication of a right-of-way for the widening of a road. Fee-based infrastructure mitigation programs have been found to be adequate mitigation measures under CEQA. The payment of fees and phased improvements was appropriate, at least with respect to traffic impacts that had not yet reached the threshold trigger and the traffic impact mitigation fees were sufficiently tied to the actual mitigation of the impacts of increased traffic.

CA(11) (11) Pollution and Conservation Laws § 2.9—California Environmental Quality Act—Proceedings—Standard of Judicial Review—Substantial Evidence Rule.

--In reviewing whether the decisionmaking agency prejudicially abused its discretion by making a decision under the California Environmental Quality Act not supported by substantial evidence, the substantial evidence rule does not require certainty. Substantial evidence is enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached (Cal. Code, Regs., tit. 14, § 15384, subd. (a)). Where the dispute is whether adverse affects could be better mitigated, the reviewing court does not weigh the evidence and determine who has the better argument.

CA(12a) (12a) CA(12b) (12b) Pollution and Conservation Laws § 2.5—California Environmental Quality Act—Environmental Impact Reports—Sufficiency—Mitigation Measures—Traffic Issues—Consistency with Master Plan.

--In proceedings under the California Environmental Quality Act pertaining to a proposed residential development project, in which the environmental impact report (EIR) identified traffic impacts and mitigation, the county board of supervisors's determination that the project was consistent with a policy of the master plan was not an abuse of discretion. The policy required the board to limit further development until a specified freeway was under construction. The EIR did not find an inconsistency with this policy because interim improvements were planned to maintain an acceptable level of service pending the construction of the freeway, or another long-term plan, and because the policy required only that further development be limited, not prohibited. The board's resolution did in fact provide limitations, requiring that development of the project be phased to coincide with completion of identified interim improvements. The EIR discussed the policy, and the board expressly found that the project was consistent with that policy. The purpose of the policy was to prevent unacceptable increases in congestion at a specified intersection due to new development until a long-term plan such as the freeway could be implemented. The board was entitled to exercise its discretion to determine what limitations were appropriate in light of its review of current levels of service, approved development, and planned interim improvements.

CA(13) (13) Pollution and Conservation Laws § 2.9—California Environmental Quality Act—Proceedings—Judicial Review—Consistency of Agency's Decision with General Plan.

--In reviewing a governmental agency's decision under the California Environmental Quality Act for consistency with its own general plan, the reviewing court accords great deference to the agency's determination. This is because the body that adopted the general plan policies in its legislative capacity has unique competence to interpret those policies when applying them in its adjudicatory capacity. Because policies in a general plan reflect a range of competing interests, the governmental agency must be allowed to weigh and balance the plan's policies when applying them, and it has broad discretion to construe its policies in light of the plan's purposes. A reviewing court's role is simply to decide whether the city officials considered the applicable policies and the extent to which the proposed project conforms with those policies.

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Frances M. Farina; Law Offices of Michael W. Stamp, Michael W. Stamp and Jeanine G. Strong for Plaintiffs and Respondents Sierra Club, Save Our Carmel River and Patricia Bernardi.

No appearance for Defendants and Respondents County of Monterey and Monterey County Board of Supervisors.

Judges: Opinion by Bamattre-Manoukian, J., with Premo, Acting P. J., and Wunderlich, J., concurring.

Opinion by: BAMATTRE-MANOUKIAN

Opinion

[*107] [**332] **BAMATTRE-MANOUKIAN, J.**

In this CEQA 1 case, the project applicants, real parties in interest September Ranch Partners, appeal from a judgment granting two petitions for a writ of mandate. The superior court found that the project's [***3] environmental impact report (EIR) was legally inadequate under CEQA

and directed that the Monterey County Board of Supervisors (the Board) vacate certification of the EIR and prepare and circulate a legally adequate EIR with respect to specified water and traffic issues. Appellants argue that the Board's certification of the EIR must be upheld because the Board's determinations regarding the project's water and traffic impacts were supported by substantial evidence.

After reviewing the record, we conclude that the EIR in this case did not comply with CEQA in its treatment of several critical water issues. Because of these inadequacies, the Board's action certifying the EIR and approving the project constituted an abuse of discretion. We further conclude, however, that the EIR was adequate in its discussion of traffic impacts and mitigation. We will therefore affirm in part and reverse in [***4] part the judgment in favor of petitioners and direct that the trial court issue a new writ of mandate in accordance with the views expressed herein.

[**333] BACKGROUND [2]

The September Ranch property consists of 891 acres located along Carmel Valley Road approximately 3 miles east of the junction with Highway 1. Most of the property is hilly terrain with south-facing slopes. A level terrace adjacent to Carmel Valley Road of approximately 21 acres contains an **[*108]** equestrian center, including a barn, outside stalls, a training ring, a residence for employees, and pastureland. A regional park and a small county-owned parcel lie to the west and northwest of the property and to the south is a golf resort and lodge. Otherwise the surrounding area is characterized by residential development. The zoning of the September Ranch property is for residential development. [***5] The property is governed by the Carmel Valley Master Plan (Master Plan), which is part of the county's general plan. Under the Master Plan, this amount of acreage would allow for 208 homes.

The September Ranch property is located within the Carmel River watershed. The property's water needs have been served by well water since the early 1930's. A new well was installed in 1990. Additional wells were installed in 1992 for purposes of data collection. A small aquifer, or "sub-basin," underlies the 21-acre terrace on the property. It was originally thought by the owners to be a separate aquifer, isolated from the main Carmel Valley aquifer. However testing during the environmental review for this project determined that this sub-basin was not entirely separate and that there was some water exchange between it and the Carmel Valley aquifer. The Carmel Valley aquifer is a primary source of water for the Monterey Peninsula.

It is well documented that water availability is a critical problem throughout Monterey County (the County) and in Carmel Valley in particular. In 1988, the County passed Ordinance No. 3310, finding that because of expanded water usage "the potential exists that Monterey [***6] County's allocation of water will be exhausted so as to pose an immediate threat to the public health, safety, or welfare." In 1995, the State Water Resources Control Board issued Order No. 95-10 and related Decision No. 1632. Order No. 95-10 found that the California-American Water Company (Cal-Am), which was the principal supplier of water to the Monterey Peninsula, had diverted excess water from the Carmel River basin "without a valid basis of right," causing environmental harm. Cal-Am was ordered to substantially limit its diversions, to mitigate the environmental effects of its excess usage and to develop a plan for obtaining water legally. Decision No. 1632 similarly found that "existing diversions from the Carmel River have adversely affected the public trust resources in the river." The Master Plan also recognized the serious water shortage in the Carmel Valley and set the standard for development until a solution was found. In Policy 54.1.7, the Master Plan found that without an additional water supply, such as from a proposed dam project, "development will be limited to vacant lots of record and already approved projects. All development which requires a water supply [***7] shall be subject to County adopted water allocation and/or ordinances applicable to lands in the Carmel Valley Master Plan area."

[*109] The Morgens family has owned the September Ranch property since the 1960s. In 1995 James Morgens formed a partnership called September Ranch Partners for the purpose of developing the property. The partnership submitted its development application to the County in June of 1995. The proposal was for 100 single-family lots and 17 moderate income housing units. The application included a September Ranch Water Supply Plan, [**334] which called for Cal-Am to supply potable water. However, the month after the project application was submitted, the State Water Resources Control Board adopted Order No. 95-10, which cut back Cal-Am's diversion of water from the Carmel River basin and essentially foreclosed its ability to provide water for new projects.

The Draft EIR

On August 4, 1995, the County issued its initial study for the September Ranch project, and the notice of preparation of the EIR was filed the same day. The draft EIR was published over two years later, on October 27, 1997.

The draft EIR recognized existing policies regarding [***8] water resources in the Carmel River valley. It stated that potable water for the project was to be provided by a small mutual water system, independent of the Cal-Am water system, which would supply water pumped from wells on the September Ranch property. It noted that because there was potential groundwater flow between the September Ranch sub-basin and the adjacent Carmel Valley aquifer, "pumping in the September Ranch basin has the potential to affect water levels in areas of the Carmel Valley alluvium." Furthermore, "any increase in the impacts to the [Carmel Valley] aquifer would be considered an adverse environmental impact given the water supply problems in the Carmel Valley area." Any impact reducing flow to the Carmel Valley aquifer was "potentially significant." As mitigation for this impact, the draft stated that water demand for the project must be limited to existing water use on the property.

The draft EIR included a discussion of "Existing Water Demand" for the property. It stated that there was "limited historic data" to determine actual water usage over the years; however Monterey Peninsula Water Management District (MPWMD) records from 1991 to 1996 showed that [***9] water use on the property ranged from a low of 0.40 acre-feet in 1995 to a high of 40.68 acre-feet in 1993. There was no data prior to 1991. The draft reported that the applicants were "establishing pasture on approximately 21 acres" of the property. Irrigation was an allowable use of well water for the property. Based on the assumption that these 21 acres were irrigated, the draft EIR **[*110]** then determined "for the purposes of assessing impacts" that an estimate of existing water use for the September Ranch property was 45 acre-feet per year. This was based on an estimated 2 acre-feet for each of the 21 acres of pastureland plus 3 acre-feet used by the existing equestrian center and residence. The 2 acre-feet per acre was an estimate for irrigated pastureland taken from MPWMD guidelines for irrigated lands in the area and from a 1985 Pajaro Valley Irrigation Report.

Water demand for the project as proposed for 117 residences was calculated at 61.15 acre-feet per year. This resulted in an increase of approximately 16.15 acre-feet per year over the existing estimated usage of 45 acre-feet per year. The draft EIR explained that the groundwater storage in the September Ranch sub-basin [***10] was more than adequate to supply the increased water demand during wet or normal weather conditions. However, the sub-basin supply would be vulnerable during a sustained drought of more than five years, which the draft concluded was a significant impact that must be mitigated. Furthermore, increased pumping on the September Ranch property could delay or reduce subsurface groundwater recharge to the Carmel Valley aquifer. Although this reduction would be a "small percentage" of the overall

groundwater recharge in the Carmel Valley aquifer, the draft EIR acknowledged that "any impact reducing flow to the Carmel Valley aquifer is potentially significant." The draft concluded that in order to mitigate the impact of increased pumping, the project applicants would either have to limit water project demand to the baseline of 45 acre-feet [**335] per year--either by reducing density or by instituting conservation measures--or they would have to provide an offsetting pumping reduction of 16.2 acre-feet per year elsewhere within the Carmel Valley basin.

The draft EIR was circulated for public review and comments were received from agencies, associations and members of the public during [***11] the 45-day review period. The comments included numerous responses to the baseline water use figure. Letters from local property owners indicated that the pasturelands on the property had not been irrigated historically, but that the applicants had only recently begun irrigating since the application process had commenced. A comment from the Monterey County Department of Health pointed out that the actual amount of pastureland was significantly less than 21 acres and further that the draft EIR had stated only 11.6 acres were currently irrigated.

In their responses to these comments the EIR consultants indicated that the figures regarding water usage were obtained from the project applicants: "This EIR has relied on production information provided by the applicant, **[*111]** well production records available in the recent past and the extrapolation of a reasonable estimate of water use based upon irrigated acres of land on the site." The responses further explained that the applicants had "stated that this area has been irrigated in the past, although there is no documentation available to confirm this." The responses acknowledged that "in the recent past only 11.6 acres were irrigated. [***12] "

The applicants also submitted further information and studies which indicated that irrigated pastureland actually could require as much as 6 acre-feet per year per acre. Furthermore, they represented that they had recently used approximately 23 acre-feet of water to irrigate approximately 11.6 acres of the terrace for only 14 weeks. This, they calculated, would compute to 95 acre-feet per year for the entire 21-acre pasture. However, according to the MPWMD, "this use would be higher than any other documented pasture irrigation in Carmel Valley."

The Final EIR

The comments and responses were incorporated into the final EIR, dated March 6, 1998. In its analysis of baseline water usage, the final EIR reiterated that no documentation existed that could confirm historical water usage on the September Ranch. The EIR noted that comments to the draft EIR had suggested both higher and lower amounts than the estimate of 45 acre-feet per year. The final EIR continued to use 45 acre-feet per year as a baseline for purposes of assessing impacts, explaining that "this EIR attempts to provide a reasonable baseline based upon information of historic use provided by the applicant and [***13] a water demand factor for irrigated pastureland accepted by local water agencies (2.0 AF/acre, MPWMD)." However, the EIR then suggested that the Board could accept "additional documentation" and could revise this baseline figure higher or lower. Whether the baseline were set higher or lower, mitigation would require that "[n]o post-project water use will be allowed greater than the baseline (or an acceptable offset for this use [will] be required)."

The final EIR included an updated water production data chart compiled from MPWMD records, showing metered water production on the property through 1997. This chart showed that water production had reached a new high of 78.34 acre-feet in 1997. However, the chart explained that approximately 52 of this 78.34 acre-feet were produced during a 47-day period of aquifer testing.

Using the 45 acre-feet per year figure that had been determined to be a "reasonable" baseline figure, the final EIR reached the same conclusions as **[*112]** the [**336] draft. It found that the project as proposed would result in increased pumping of approximately 16.2 acre-feet over baseline use. Postproject water use greater than identified baseline [***14] levels was a significant impact that would require mitigation: either reducing water production for the project to baseline conditions or providing an offsetting pumping reduction within the Carmel Valley basin.

The Supplemental Final EIR

The County belatedly forwarded the draft EIR to the State Clearinghouse on March 4, 1998, which required a second 45-day review period and generated further comments. The responses to these comments were added as "Volume 2" to the final EIR, dated May 27, 1998. This is also referred to as the "Supplement to Final EIR," or the supplemental EIR. The supplemental EIR included extensive comments by the State Water Resources Control Board (SWRCB) regarding the EIR's conclusions about groundwater recharge. These comments indicated that groundwater recovery under normal conditions would be worse than depicted in the EIR and stated that appropriation of water from the aquifer underlying the September Ranch would be subject to the permitting authority of the SWRCB. In response, the applicants then wrote to the SWRCB asserting that they had riparian rights which could be utilized for the project. The SWRCB's reply indicated the various qualifications [***15] under which the project could be considered for riparian rights.

The responses in the supplemental EIR addressed, among other things, these asserted riparian rights, which neither the draft EIR nor the final EIR had discussed. The supplemental EIR explained that "although the project applicants originally identified that they would be using 'percolating groundwater' under the project site, a subsequent letter has clarified their intent to provide water to their proposed project under their 'riparian' rights." The new material went on to explain the differences between groundwater rights, riparian rights and appropriative rights. The supplemental EIR noted that it could not confirm the property's riparian status and that the SWRCB had not yet made a determination as to the validity of any claimed riparian right. A new mitigation measure was added in the supplemental EIR, requiring that the applicants either provide assurance of a valid riparian claim or secure a permit for an appropriative water right from the SWRCB.

On June 22, 1998, after the supplemental EIR was issued, the attorney for the applicants informed the County Planning Department that the applicants had ownership [***16] rights to a 10-acre parcel of land along Carmel Valley Road, **[*113]** known as the Berube parcel. The applicants had recently purchased the stipulated right to pump approximately 32 acre-feet of water per year from this property. The attorney asserted that pumping on the Berube parcel could be reduced if mitigation of the impact of water use for the September Ranch project were necessary. An appropriative permit is not required in order to use a reduced pumping offset.

Citizen Committees

Pursuant to local ordinance, the September Ranch project was presented to the Carmel Valley Citizens Subdivision Evaluation Committee to evaluate the project for compliance with the Carmel Valley Master Plan. On May 18, 1998, the Committee gave the project a failing score of 44 percent in the category of water/hydrology. The county's land use advisory committee reviewed the project in June of 1998 and voted for denial because it concluded that the project did not comply with Master Plan policies relating to water supply and traffic.

Planning Commission Decision

On September 30, 1998, the County Planning Commission (Planning Commission) voted to deny the proposed project, [**337]; [***17]

based in part on concerns about water impacts. The Planning Commission voted to approve a smaller project with 49 residential units and 7 inclusionary units, which was described as the environmentally superior project in the final EIR. The Planning Commission did not accept the approach used in the EIR to determine baseline use by computing an average estimated use of two acre-feet per year per acre for irrigated pasture. Instead the Planning Commission relied on actual water production records for the September Ranch for the most recent year, namely 1997. It found this figure to be 26.34 acre-feet (a total of 78.34 acre-feet less 52 acre-feet attributed to aquifer testing), and therefore recommended that the project density be reduced accordingly so that there would be no increase in pumping over baseline level. The Planning Commission found that the reduced density project was necessary to ensure that impacts to the Carmel River alluvial aquifer were reduced to a level of insignificance. A hearing for review of the Planning Commission decision was then set before the Monterey County Board of Supervisors for December 1, 1998.

Supplemental Information and Errata

On November 19, 1998, additional [***18] information was submitted by the environmental consultants, entitled "Supplemental Information and Errata **[*114]** for the September Ranch Project Environmental Impact Report." This supplemental material discussed the reduced density alternative of 49 units adopted by the Planning Commission, and noted that information provided by the applicants had indicated that this alternative was economically unfeasible.

The errata also contained a further discussion of baseline water usage, recognizing once again that "if the project were to exceed the amount of water used on the site under existing or baseline conditions, a significant unavoidable impact would occur due to potential regional water impacts." It explained that the EIR had determined the baseline of 45 acre-feet per year by using a "standard water demand factor for irrigated pastureland" based on irrigation formulas and representations by the applicants that "there was an established practice of irrigation on the site." The MPWMD and the County Environmental Health Department, however, had requested that the EIR consider an alternative that used only "documented past year water use," which was the approach taken by the Planning [***19] Commission. This had resulted in a figure of 26.34 acre-feet per year.

The errata concluded that baseline could be established either by using an assigned water demand factor for irrigated pastureland, as the EIR had done, or by relying on recent records of water production. Referring to a newly updated chart of documented water use from 1991 to 1999, the errata then set forth a calculation of baseline water use for various combinations of years: for 1998-1999, average use was approximately 43 acre-feet per year; for 1997-1999, the figure was 51 acre-feet per year; for 1993-1999, average use was approximately 30 acre-feet per year. The supplemental material again emphasized that the EIR required that "post-development water production from the September Ranch aquifer not exceed identified pre-project baseline levels."

The staff report to the Board was prepared the next day, November 20, 1998, and it attached the Supplemental Information and Errata, as well as the supplemental final EIR, and further supplemental information from the applicants regarding the Berube property. The staff prepared a revised Board resolution, dated December 1, 1998. The staff recommended that the Board [***20] modify the subdivision evaluation committee's failing score in the category of water/hydrology and give the project a passing score. This recommendation was based on the fact that the applicants had since identified the Berube property as a source for offset pumping, and the staff had secured evidence from the applicants documenting [**338] the availability of water use on the Berube parcel sufficient to provide the necessary mitigation of the impact of pumping water over baseline for the September Ranch property. Because the **[*115]** Supplemental Information and Errata and the new information on the Berube property were made available just prior to the Board hearing, the opportunity for public comment and response was limited.

The Decision of the Board of Supervisors

On December 1, 1998, the Board conducted a public hearing and decided, on separate three-to-two votes, to certify the EIR, to modify the failing score of the subdivision evaluation committee, and to adopt the findings and conditions of approval for a modified project. Rather than 100 market-rate units and 17 inclusionary units as initially proposed, the Board approved 94 market-rate units and 15 inclusionary [***21] units. Recognizing the requirement that project water use be limited to baseline conditions, the Board "selected 51 acre-feet per year as the baseline water use amount." This figure was derived from an average of water use on the property during the past three reporting years--1997, 1998, and 1999--and was based on the updated chart and information provided in the Supplemental Information and Errata. The Board found that the water demand of the reduced-density project as approved was 57 acre-feet per year. Thus only 6 acre-feet per year were needed to offset the increase over baseline. As a condition of approval of the project, the applicants were to provide an offsetting reduction in pumping on the Berube parcel to ensure that water demand on the Carmel Valley aquifer did not increase as a result of the project.

On December 21, 1998, a county clerk published the findings and conditions of the Board in resolution No. 98-500. This resolution contained several changes to the Board's findings and conditions that were taken from material submitted to the clerk by the attorney for September Ranch after the Board had adjourned.

The Mandate Proceeding

Two petitions for administrative [***22] mandate were filed in superior court, by the Save Our Peninsula Committee, [3] et al., and by Sierra Club et al., challenging the certification of the EIR and the findings of the Board. The court consolidated the cases for a court trial, which was held on July 1 and July 6, 1999. The court issued a lengthy "Intended Decision" on September 1, 1999, which it adopted as its statement of decision. The court concluded that the Board's findings as to baseline water conditions were not supported **[*116]** by substantial evidence; that the Board's findings that there was a long-term water supply in the form of riparian rights were legally inadequate and not supported by the evidence; that the EIR contained no environmental analysis of the use of an off-site water source to offset water usage over baseline; and that the EIR failed to adequately consider mitigation of the traffic impacts of the project at the intersection of Highway 1 and on two other segments of Carmel Valley Road.

[***23] The court entered judgment in favor of petitioners in both actions and issued a writ of mandate remanding the matter back to the Board and ordering the Board to vacate resolution No. 98-500 and to vacate the certification of the EIR. The Board was ordered to take no further action to approve the project without first preparing, circulating, and considering an EIR that was legally adequate with regard to its analysis of the water and traffic issues delineated in the statement of decision. In light of its ruling on water and [**339] traffic issues, the court found the petitioners' other objections to the project approval and to the EIR were moot, but could be revived depending on the Board's actions on remand. [4] Attorney fees were awarded to petitioners.

[***24] Real parties in interest September Ranch Partners and James Morgens appeal. [5] They argue that the EIR was legally sufficient and that the Board's determinations regarding water supply impacts and mitigation and traffic mitigation were supported by substantial evidence.

Real parties also appeal the orders awarding attorney fees. They argue that if the judgment is reversed, the orders awarding attorney fees must also be reversed. The County did not appeal and no cross-appeals were filed by petitioners.

ISSUES

Standard of Review

CA(1a) **(1a)** HN1 In a mandate proceeding to review an agency's decision for compliance with CEQA, the scope and standard of our review are the [***25] same as the trial court's, and the lower court's findings are not binding on us. (*San* **[*117]** *Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus* (1994) 27 Cal. App. 4th 713, 722 [32 Cal. Rptr. 2d 704].) HN2 We review the administrative record to determine whether the agency prejudicially abused its discretion. (*Laurel Heights Improvement Assn. v. Regents of University of California* (1993) 6 Cal. 4th 1112, 1132-1133 [26 Cal. Rptr. 2d 231, 864 P.2d 502].) "Abuse of discretion is established if the agency has not proceeded in a manner required by law or if the determination or decision is not supported by substantial evidence." (Pub. Resources Code, § 21168.5; *Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal. 3d 376, 392, fn 5 [253 Cal. Rptr. 426, 764 P.2d 278]; *County of Amador v. El Dorado County Water Agency* (1999) 76 Cal. App. 4th 931, 944 [91 Cal. Rptr. 2d 66].) "Substantial evidence" is defined in the CEQA Guidelines 5 as "enough relevant [***26] information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached. Whether a fair argument can be made . . . is to be determined by examining the whole record before the lead agency. Argument, speculation, unsubstantiated opinion or narrative [or] evidence which is clearly erroneous or inaccurate . . . does not constitute substantial evidence." (Guidelines, § 15384, subd. (a).) HN3 The agency is the finder of fact and we must indulge all reasonable inferences from the evidence that would support the agency's determinations and resolve all conflicts in the evidence in favor of the agency's decision. (*Western States Petroleum Assn. v. Superior Court* (1995) 9 Cal. 4th 559, 571 [38 Cal. Rptr. 2d 139, 888 P.2d 1268].) In reviewing an agency's decision to certify an EIR, we presume the correctness of the decision. The project opponents thus bear the burden of proving that the EIR is legally inadequate. (*Al Larson Boat Shop, Inc. v. Board of Harbor Commissioners* (1993) 18 Cal. App. 4th 729, 740 [22 Cal. Rptr. 2d 618]; [***27] *Barthelemy v. Chino Basin Mun. Water Dist.* (1995) 38 Cal. App. 4th 1609, 1617 [45 Cal. Rptr. 2d 688].)

CA(2) **(2)** While we are guided by these deferential rules of review, we must also bear in mind that the overriding purpose of CEQA is to ensure that agencies regulating [**340] activities that may affect the quality of the environment give primary consideration to preventing environmental damage. (*Laurel Heights Improvement Assn. v. Regents of University of California, supra*, 47 Cal. 3d at p. 390.) CEQA is the Legislature's declaration of policy that all necessary action be taken "'to protect, rehabilitate, and enhance the environmental quality of the state.' " (*Id.* at p. 392; Pub. Resources Code, § 21000.) HN4 [***28] "The EIR is the heart of CEQA" and the integrity of the process is dependent on the adequacy of the EIR. (*County of Inyo v. Yorty* (1973) 32 **[*118]** Cal. App. 3d 795 [108 Cal. Rptr. 377]; *Sutter Sensible Planning, Inc. v. Board of Supervisors* (1981) 122 Cal. App. 3d 813 [176 Cal. Rptr. 342].) HN5 "'The ultimate decision of whether to approve a project, be that decision right or wrong, is a nullity if based upon an EIR that does not provide the decisionmakers, and the public, with the information about the project that is required by CEQA.' [Citation.] The error is prejudicial 'if the failure to include relevant information precludes informed decisionmaking and informed public participation, thereby thwarting the statutory goals of the EIR process.' " (*San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus, supra*, 27 Cal. App. 4th at pp. 721-722; *Galante Vineyards v. Monterey Peninsula Water Management Dist.* (1997) 60 Cal. App. 4th 1109, 1117 [71 Cal. Rptr. 2d 1]; *County of Amador v. El Dorado County Water Agency, supra*, 76 Cal. App. 4th at p. 946.) [***29] HN6 When the informational requirements of CEQA are not complied with, an agency has failed to proceed in "a manner required by law" and has therefore abused its discretion. (Pub. Resources Code, §§ 21168.5, 21005, subd. (a); *County of Amador v. El Dorado County Water Agency, supra*, 76 Cal. App. 4th at p. 946; *Environmental Planning & Information Council v. County of El Dorado* (1982) 131 Cal. App. 3d 350, 355 [182 Cal. Rptr. 317].)

CA(1b) **(1b)** In sum, HN7 although the agency's factual determinations are subject to deferential review, questions of interpretation or application of the requirements of CEQA are matters of law. (*Galante Vineyards v. Monterey Peninsula Water Management Dist., supra*, 60 Cal. App. 4th 1109, 1117; *County of Amador v. El Dorado County Water Agency, supra*, 76 Cal. App. 4th at pp. 952-956; *San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus, supra*, 27 Cal. App. 4th at pp. 728-729.) [***30] While we may not substitute our judgment for that of the decision makers, we must ensure strict compliance with the procedures and mandates of the statute. (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal. 3d 553, 564 [276 Cal. Rptr. 410, 801 P.2d 1161].)

WATER ISSUES

CA(3a) **(3a)** The EIR in this case recognized the serious water concerns in the Carmel Valley and acknowledged the state and local policies seeking to limit any new development that would result in increased water pumping affecting the Carmel Valley alluvial aquifer. In consideration of these concerns, the analysis of water issues in the EIR rested on the premise that any increase in water pumping above preproject levels would constitute an adverse and significant environmental impact, mandating mitigation. No one disputes this general premise. Rather, it is the determination of the preproject or **[*119]** baseline water use, against which the water demands of the project are to be measured, that is at the center of the controversy here. We turn to this issue first and to several questions which must necessarily be resolved along with it. Is the determination of baseline water use a policy [***31] decision, properly addressed to the discretion of the decisionmaking agency, or does CEQA require that baseline use be established in the EIR? Was the EIR's estimate of baseline water use for irrigated pastureland supported [**341] by the evidence? Was the Board's determination that baseline water use in this case was 51 acre-feet per year supported by evidence in the record? And what is the time at which a baseline for water use is properly determined? Is it at the beginning of the environmental review process or at the end when the project is approved?

We next address two additional and related water issues: whether the EIR adequately analyzed off-site pumping reduction on the Berube property as mitigation of any increased water usage over baseline, and whether the EIR adequately discussed the applicants' asserted riparian rights as a long-term water source.

Baseline

Appellants argue that the determination of a baseline condition is a matter of policy to be resolved by the agency, based on the information and analysis provided in the EIR. Appellants remind us that the EIR is only an informational document and that the agency is the decision maker. (*County of Inyo v. City of Los Angeles* (1977) 71 Cal. App. 3d 185, 189 [139 Cal. Rptr. 396].) [***32] Here the preparers of the EIR ultimately found that the question of "the establishment of a baseline use and mitigations based upon this baseline" raised policy implications best addressed to the Board's discretion. Appellants argue that this was proper because the EIR contained an array of evidence regarding baseline and a variety of suggested formulas for determining baseline. The Board's choice of a particular formula was therefore within its discretion and was supported by the evidence.

Respondents argue that the baseline environmental conditions must be established in the EIR itself. HN8 Without a determination and description of the existing physical conditions on the property at the start of the environmental review process, the EIR cannot provide a meaningful assessment of the environmental impacts of the proposed project. (Pub. Resources Code, §§ 21100, subd. (a), 21060.5; *Environmental Planning & Information Council v. County of El Dorado, supra*, 131 Cal. App. 3d at p. 354.) HN9 [***33] "Before the impacts of a project can be assessed and mitigation measures considered, an EIR must describe the existing environment. It is only against this baseline **[*120]** that any significant environmental effects can be determined." (*County of Amador v. El Dorado County Water Agency, supra*, 76 Cal. App. 4th at p. 952; Guidelines, §§ 15125, subd. (a), 15126.2, subd. (a).)

There is some merit in both of these positions. CA(4a) **(4a)** HN10 Because the chief purpose of the EIR is to provide detailed information regarding the significant environmental effects of the proposed project on the "physical conditions which exist within the area," it follows that the existing conditions must be determined, to the extent possible, in the EIR itself. (Pub. Resources Code, § 21060.5; *Environmental Planning & Information Council v. County of El Dorado, supra*, 131 Cal. App. 3d at p. 354; *Galante Vineyards v. Monterey Peninsula Water Management Dist., supra*, 60 Cal. App. 4th at p. 1122.) On the other hand, HN11 [***34] the agency has the discretion to resolve factual issues and to make policy decisions. If the determination of a baseline condition requires choosing between conflicting expert opinions or differing methodologies, it is the function of the agency to make those choices based on all of the evidence. (*Barthelemy v. Chino Basin Mun. Water Dist., supra*, 38 Cal. App. 4th 1609, 1617.)

HN12 If an EIR presents alternative methodologies for determining a baseline condition, however, we believe CEQA requires that each alternative be supported by reasoned analysis and evidence in the record so that the decision of the agency is an informed one. We further find that the EIR must set forth any analysis of alternative [**342] methodologies early enough in the environmental review process to allow for public comment and response. This is particularly important in a case such as this, where water issues were a matter of widespread public concern, and where the determination of the figure for baseline water usage dictated the density of the [***35] project.

CA(3b) **(3b)** Here the draft EIR initially established a baseline of 45 acre-feet per year, based on the representation by the owners that 21 acres were irrigated, although the EIR acknowledged that the record contained "no documentation" showing any substantial irrigation prior to 1997. Furthermore, having estimated a baseline figure and having used that figure throughout the EIR to assess the project's impacts, the EIR consultants ultimately referred the baseline determination to the Board, to be decided as a matter of "policy." At the very end of the environmental review process, the Board was invited to choose among various calculations compiled from updated water meter readings on the property. But some of these figures, although generated from recent pumping on the property, did not reflect water actually used for irrigating the property. We conclude, as explained more fully below, that this treatment of baseline water use violated the basic **[*121]** principles of CEQA, which require that an EIR start with a description of "the existing environment." (*County of Amador v. El Dorado County Water Agency, supra*, 76 Cal. App. 4th at p. 952.)

No objection to est. of Historical Use of Water

Respondents argue that [***36] since there was no documentation to support the EIR's threshold determination that the September Ranch property was irrigated pastureland, baseline water use should properly have been set at a figure that more closely represented water actually used historically on the property. The evidence was indeed sparse on this subject. There was some evidence that the property had been farmed prior to 1950. After that time, the equestrian uses began. However, accounts from neighbors in the area indicated that the pasturelands were not regularly irrigated during this time. Although the MPWMD has required well reports since 1980, there were no reports on this property. The applicants indicated at trial that the old well had not been used for at least 10 years before 1990, when a new well was installed. Records starting in 1991 show a temporary aquifer test was conducted in 1991 and produced 1.20 acre-feet. In the following year 40.68 acre-feet were pumped. However this too was all for aquifer testing. Over the next three years prior to the submission of the development application in this case, water production totals were 11.58 acre-feet, 0.40 acre-feet, and 1.08 acre-feet.

We have no objection [***37] to the EIR's methodology of estimating historical water use on property where no documentation is available to verify actual use. But estimating water used for irrigation where there was no substantial evidence to show that the property was in fact irrigated does not accurately reflect existing conditions. Appellants's argument that it was entitled to use this amount of water for irrigation is not the same as actual use. As various courts, including this one, have held, HN13 the impacts of the project must be measured against the "real conditions on the ground." (*City of Carmel-by-the Sea v. Board of Supervisors* (1986) 183 Cal. App. 3d 229, 246 [227 Cal. Rptr. 899]; *Environmental Planning & Information Council v. County of El Dorado, supra*, 131 Cal. App. 3d at p. 354; *County of Amador v. El Dorado County Water Agency, supra*, 76 Cal. App. 4th at p. 952; *Galante Vineyards v. Monterey Peninsula Water Management Dist., supra*, 60 Cal. App. 4th at p. 1122.)

Key

We are mindful that HN14 [***38] judicial review does not allow for a reweighing of the evidence and that "determinations in an EIR must be upheld if they are supported [**343] by substantial evidence." (*Barthelemy v. Chino Basin Mun. Water Dist., supra*, 38 Cal. App. 4th 1609, 1620.) However, "[a]n EIR must focus on impacts to the existing environment, not hypothetical situations." (*County of* **[*122]** *Amador v. El Dorado County Water Agency, supra*, 76 Cal. App. 4th at p. 955.) And "unsubstantiated opinion or narrative . . . does not constitute substantial evidence." (Guidelines, § 15384, subd. (a).) Here it would appear that the only evidence that the terrace on the September Ranch property was irrigated pasture was the representation of the applicants themselves, who clearly had a vested interest in establishing a water use baseline high enough to allow the project to go forward.

On this record, we must question the premise accepted in the EIR, that pre-project water usage on the September Ranch property was for irrigating the pastureland. Furthermore, in response to public comments that the draft EIR's estimated water use did not reflect the actual use, the EIR [***39] stated that "the request for documentation for historic use is referred to decision makers." We are concerned by this apparent delegation of duty to the decision makers to gather the necessary information to support a determination of baseline water use. CA(4b) **(4b)** HN15 We believe CEQA requires that the preparers of the EIR conduct the investigation and obtain documentation to support a determination of preexisting conditions. (See, e.g., *San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus, supra*, 27 Cal. App. 4th 713, 727-729.) This is a crucial function of the EIR. CA(3c) **(3c)** If further investigation would have uncovered documentary evidence regarding the historical use of water on the property, that was the province of the EIR and not the Board. And while the Board is entitled to accept or reject evidence or to adopt one methodology over another, the EIR's estimate of baseline by using a standard formula for irrigated pastureland must be based on substantial evidence that this property could be characterized as irrigated pastureland.

Even if we were to accept the EIR's initial [***40] premise that an estimate of water used for irrigable lands was appropriate in this case, in the absence of documentary evidence to establish actual use, the EIR's baseline analysis reveals further, and in our view more critical, inadequacies. After determining a "reasonable baseline" of 45 acre-feet per year, and after using this figure throughout the draft and final EIR "for the purposes of assessing impacts," the EIR ultimately retreated from this estimate and deferred to the Board to determine baseline usage based on an entirely different methodology. In the Supplemental Information and Errata, which was submitted to the County just prior to the

Board meeting, the EIR consultants suggested for the first time that a baseline determination of water use could be established either by using a "standard water demand factor for irrigated pastureland," as the EIR had done, or by using documented water meter records showing water production in recent years.

[*123] The water production chart for the property showed that after the development application was submitted in this case in the summer of 1995, water production on the property increased substantially. In 1996 and 1997, extensive [***41] aquifer testing was done. For 1997, water production was measured at 78.34 acre-feet. In 1998, water production was 34.04 acre-feet and for the partial reporting year of 1999, just before the Board hearing, it was up to 41.14 acre-feet. The Supplemental Information and Errata then suggested several possible combinations and averages of these production numbers, one of which, 51 acre-feet per year, was the figure eventually selected by the Board.

This figure was a departure, both numerically and methodologically, from the 45 acre-feet per year that had been developed as the baseline figure by the consultants and had been used throughout the [**344] EIR process. And since it first appeared in supplemental information supplied to the County shortly before the Board convened, there was little opportunity for public comment and meaningful response as to either the methodology or the evidence to support the figures used. Furthermore, the supplemental information contained little meaningful analysis as to why any of the suggested calculations might represent a reasonable determination of baseline water usage for irrigating this property. Indeed it appears that several of the figures [***42] on the water production chart do *not* represent water actually used for irrigating the property.

For example, the 51 acre-feet per year figure selected by the Board was an average of water meter readings in the past three years, including 1997. The figure for 1997 is 78.34 acre-feet. However, the chart clarifies that "[o]f this total, about 52 acre-feet were produced during a 47 day period of aquifer testing . . . . The remainder, *26.34 acre-feet is the amount accepted by the MPWMD as the water production for irrigation in RY [reporting year]* 1997." (Italics added) Even though only 26.34 acre-feet was actually used for irrigation, the EIR advised that the Board "could accept the actual water production amount, the full 78.34 AF/yr, or deduct the amount of water used for aquifer testing (52 AF), as requested by the MPWMD to account for the anomaly of the aquifer testing." This reasoning is clearly faulty. A baseline figure must represent an environmental condition existing on the property prior to the project. There is simply no justification for using a total of 78.34 acre-feet of water as part of a baseline calculation for this property, when the evidence was that [***43] 52 acre-feet of this amount was pumped for the purpose of aquifer testing and was discharged into the Carmel River.

By inviting the Board to pick from an array of numbers to determine an important aspect of the baseline environmental setting, the EIR failed to **[*124]** fulfill its function of providing information and analysis of environmental impacts. In a recent case involving a massive water project that proposed to divert 17,000 acre-feet of water from three high Sierra lakes, the court found the EIR's baseline analysis to be inadequate, on similar facts. (*County of Amador v. El Dorado County Water Agency, supra*, 76 Cal. App. 4th at 953.) In *County of Amador*, the EIR's discussion of baseline conditions consisted of a recitation of month-end lake levels for the three lakes. It failed to explain how those lake levels were maintained, the historical duration and timing of the water releases, and the impacts on fishery resources and recreational uses. The court found that the lake level figures alone were insufficient to describe the existing water release program. The court noted that "this is not a case involving conflicting expert opinions about historical [***44] operation." (*Id.* at p. 954.) Rather the EIR simply presented data without meaningful analysis. The court in *County of Amador* underscored the "importance of an adequate baseline description, for without such a description, analysis of impacts, mitigation measures and project alternatives becomes impossible." (*Id.* at p. 953.) The court concluded that *HN16* "[a]n adequate EIR requires more than raw data; it requires also an analysis that will provide decision makers with sufficient information to make intelligent decisions." (*Id.* at p. 955; see also Guidelines, § 15151.)

1990 language of 15125 "Baseline" Definition

The EIR in this case similarly provided raw data, in the form of recent water meter figures for the September Ranch property, and then invited the Board to select a baseline from among several suggested combinations of these figures. As in *County of Amador*, this was not a case where the Board was called upon to perform its discretionary function of resolving a factual dispute or choosing from conflicting expert opinions or methodologies regarding water usage. Instead [***45] this was an [**345] arbitrary process, involving arithmetic rather than analysis. The Board was permitted to make the crucial determination of baseline water use by choosing from a selection of numbers, some of which did not represent water actually used to irrigate the property. And this occurred at the very end of the environmental review process, thus avoiding public scrutiny and precluding the meaningful comparison of preproject and postproject conditions required by CEQA.

CA(5) **(5)** This brings us to the question whether it was proper in any event to rely on water production figures generated at the end of the environmental review process, rather than at the beginning, to determine a baseline figure. The relevant Guideline at the time of the environmental review for the September Ranch project was section 15125, which provided: "An EIR must include a description of the environment in the vicinity of the project, *as it exists before the commencement of the project*, from both a local and regional **[*125]** perspective." (Guidelines, former § 15125, subd. (a), italics added.) Appellants take the italicized words to mean immediately before the project is approved and permits are [***46] issued. Respondents contend that existing conditions must be evaluated as closely as possible to the date the notice of preparation of the EIR is filed, as that is the date the project is officially commenced within the meaning of CEQA. They maintain that an EIR cannot adequately analyze the impacts on the environment if it does not start with a description of the physical conditions existing on the property at the beginning of the environmental review.

Amendment of 15125 language

A subsequent amendment to section 15125 of the Guidelines supports respondents' interpretation. Section 15125, subdivision (a), now provides: *HN17* "An EIR must include a description of the physical environmental conditions in the vicinity of the project, as they exist *at the time the notice of preparation is published, or if no notice of preparation is published, at the time environmental analysis is commenced . . . . This environmental setting will normally constitute the baseline physical conditions by which a lead agency determines whether an impact is significant.*" (Italics added.) Furthermore, section 15126.2 now provides as follows: *HN18* [***47] "In assessing the impact of a proposed project on the environment, the lead agency should normally limit its examination to changes in the existing physical conditions in the affected area as they exist at the time the notice of preparation is published, or where no notice of preparation is published, at the time environmental analysis is commenced." These amendments reflect and clarify a central concept of CEQA, widely accepted by the courts, that *HN19* the significance of a project's impacts cannot be measured unless the EIR first establishes the actual physical conditions on the property. (*County of Amador v. El Dorado County Water Agency, supra*, 76 Cal. App. 4th at p. 953; *Environmental Planning & Information Council v. County of El Dorado, supra*, 131 Cal. App. 3d at p. 354; *City of Carmel by-the- Sea v. Board of Supervisors, supra*, 183 Cal. App. 3d 229.) In other words, baseline determination is the first rather than the last step in the environmental [***48] review process.

We adopt this general rule. *HN20* We also agree with appellants, however, that the date for establishing baseline cannot be a rigid one. Environmental conditions may vary from year to year and in some cases it is necessary to consider conditions over a range of time periods. In some cases, conditions closer to the date the project is approved are more relevant to a determination whether the project's impacts will be significant. (See *Mira Monte Homeowners Assn. v. County of Ventura* (1985) 165 Cal. App. 3d 357 [212 Cal. Rptr. 127].) For instance, where the issue involves an impact on traffic levels, the EIR might necessarily take into account the normal increase in **[*126]** traffic over [**346]

time. Since the environmental review process can take a number of years, traffic levels as of the time the project is approved may be a more accurate representation of the existing baseline against which to measure the impact of the project. (See, e.g. *Fairview Neighbors v. County of Ventura* (1999) 70 Cal. App. 4th 238 [82 Cal. Rptr. 2d 436] [maximum [***49] estimated traffic was appropriate baseline].) Even in the case before us, if the more recent water production figures could be shown to represent a continuation of preproject water usage, such figures might be relevant to a determination of baseline water conditions. However, here the more recent figures consisted primarily of aquifer testing where water was pumped and released into the river. Water which was pumped for irrigation in 1997, 1998, and 1999 was a significantly higher amount than in the previous six recorded years. Thus these recent figures do not appear to represent a normal fluctuation in usage over time, as appellants suggest.

Furthermore, there are sound reasons for determining baseline water use in this particular case as of the time of the commencement of the environmental review. Here the environmental review process spanned three and a half years. During that time it became apparent that the water supply for this project was a critical issue. A state water board decision precluded a hookup with the local water company. State and local policy restricted development that would increase pumping in the Carmel Valley basin. And pumping tests established that the [***50] sub-basin underlying the property was not separate from the Carmel Valley aquifer. Because any water used by the project in excess of baseline would constitute a significant adverse impact, it was clear that the baseline figure would dictate the amount of allowable density for the project.

Production of water on the property during the lengthy environmental review process was controlled by the applicants. It was in their interests to elevate water production figures in order to establish as high a baseline as possible. While we do not speculate as to whether this occurred, we believe water production figures generated towards the end of the environmental review process must be regarded with some caution in these circumstances. Their relevance to baseline conditions would depend on whether they are representative of the amount of water historically produced for use on the property. The better approach, however, would be to follow the general rule expressed in the Guidelines and cases that baseline conditions are normally to be determined as of the time environmental review is begun. This most closely describes the environment "as it exists before the commencement of the project." [***51] (Guidelines, former § 15125, subd. (a).)

Cases cited by appellants do not support the proposition that baseline is determined at the end rather than at the beginning of the environmental **[*127]** review. In *Riverwatch v. County of San Diego* (1999) 76 Cal. App. 4th 1428 [91 Cal. Rptr. 2d 322], the court found that the EIR did not need to consider a baseline date some 12 years prior to the commencement of the project, in order to account for previous unlawful activity by the owners that had degraded the property. *Riverwatch* does not address the question raised here, whether the baseline conditions should be established as of the beginning or the end of the environmental review process.

The court in *Riverwatch* did state as a general principle that environmental impacts should be examined "in light of the environment as it exists when a project is approved." (*Riverwatch v. County of San Diego, supra*, 76 Cal. App. 4th at p. 1453.) However, in context it appears the court was simply rejecting the notion that the baseline should be set a number of years earlier than the commencement of the current project. Moreover, the authorities relied [***52] on in *Riverwatch* do not support the view [**347] that baseline should be determined as of the date of project approval. *Bloom v. McGurk* (1994) 26 Cal. App. 4th 1307 [31 Cal. Rptr. 2d 914] did not involve preparation of an EIR but rather addressed the question of baseline for purposes of determining a categorical exemption from CEQA. That case in turn relied on *City of Carmel-by-the-Sea v. Board of Supervisors, supra*, 183 Cal. App. 3d 229. In *City of Carmel* we stated that "[i]n assessing the impact of [a] rezoning, it is only logical that the local agency examine the potential impact on the existing physical environment." (*Id.* at p. 246.) In the context of that case our meaning was that the agency must examine the impact of the project as against the physical conditions on the subject property, as opposed to measuring the potential impact against a draft general plan. We said nothing expressly about whether the existing conditions are to be determined at the beginning or at the end of the environmental review process. However our statement in *City of Carmel* clearly implies that meaningful environmental review must [***53] proceed at the outset from a determination of the property's existing physical conditions.

We believe that this is the correct interpretation of CEQA as applied to this case. This view is supported by the courts and by the Guidelines, and is consistent with the central function of the EIR, to inform decision makers about the impacts of the proposed project on the existing environment. (*County of Amador v. El Dorado County Water Agency, supra*, 76 Cal. App. 4th at pp. 952-956; *County of Inyo v. City of Los Angeles* (1981) 124 Cal. App. 3d 1, 9 [177 Cal. Rptr. 479]; *Environmental Planning & Information Council v. County of El Dorado, supra*, 131 Cal. App. 3d at p. 354; *City of Carmel-by-the-Sea v. Board of Supervisors, supra*, 183 Cal. App. 3d at p. 246.) An EIR in which a baseline water use determination is elastic and can be **[*128]** modified by the Board at the end of the environmental review process without benefit of analysis or public participation does not fulfill this function.

CA(6) **(6)** *HN21* If an EIR fails to include relevant [***54] information and precludes informed decisionmaking and public participation, the goals of CEQA are thwarted and a prejudicial abuse of discretion has occurred. (*Sierra Club v. State Bd. of Forestry* (1994) 7 Cal. 4th 1215, 1236 [52 Cal. Rptr. 2d 19, 876 P.2d 505]; *Fall River Wild Trout Foundation v. County of Shasta* (1999) 70 Cal. App. 4th 482, 492 [82 Cal. Rptr. 2d 705]; *County of Amador v. El Dorado County Water Agency, supra*, 76 Cal. App. 4th at p. 954; Pub. Resources Code, § 21005, subd. (a).) "Our role here, as a reviewing court, is not to decide whether the board acted wisely or unwisely, but simply to determine whether the EIR contained sufficient information about a proposed project, the site and surrounding area and the projected environmental impacts arising as a result of the proposed project or activity to allow for an informed decision . . . ." (*San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus, supra*, 27 Cal. App. 4th at p. 718.) *CA(3d)* **(3d)** Based on these guiding principles, we conclude here that the EIR was inadequate in its baseline discussion in several respects: [***55] by failing to investigate and present evidence to support the assumption that the preproject use of water on the property was for irrigation; by introducing a new methodology for baseline determination at the end of the environmental review process without any informational discussion or opportunity for public review; and by inviting the Board to select a baseline among water production figures with no meaningful analysis and no showing that the figures represented water actually used on the property consistent with historical use. Because of these inadequacies, the Board's decision setting baseline water use at 51 acre-feet per year was not [**348] supported by the evidence and was an abuse of discretion.

Errors

Off-site Pumping Reduction on the Berube Property

Although the EIR had indicated that any increased water pumping over baseline would have to be mitigated either by reducing the project density or by reducing pumping elsewhere within the Carmel Valley basin, the applicants did not identify an offsetting pumping location until well after the comment periods had closed. In June of 1998, the attorney for the applicants informed the County that the applicants had recently [***56] acquired pumping rights to approximately 32 acre-feet of water per year on the 10-acre Berube parcel. The Berube property was located further up Carmel Valley Road approximately two miles away from the September Ranch property. The information about the Berube parcel was contained in the Supplemental **[*129]** Information and Errata, which was submitted to the Board just prior to the hearing along with staff recommendations. It was on the basis of the identification of the Berube parcel that staff recommended that the Board modify the failing score given to the project by the subdivision evaluation committee in the category of water/hydrology.

As a condition of approval of the project, the Board required that the applicants reduce pumping on the Berube property in order to offset project water demand over baseline. All that was required of the applicants was to show proof of control of the water rights on the offset parcel, and evidence of a deed restriction mandating reduction, subject to approval by the MPWMD and the director of environmental health. No permit would be necessary to secure this offset mitigation.

Comments received during the circulation of the draft EIR expressed [***57] concerns about the precedent-setting impacts of using offset water credits at another location in the Carmel Valley to mitigate increased pumping at the site of the project. Among other things, such a policy would take water from property capable of being irrigated for agricultural purposes. The Monterey County Environmental Health Department commented that "if [water credit transfers] will be used in the final EIR, then the EIR should also analyze the precedent setting impacts throughout the valley for all properties that are capable of being irrigated for pasture, grapes, crops etc." The health department noted that it would be "crucial" to analyze the specifics and enforcement mechanisms of any off-site pumping offset to make sure the reduction property was situated so that there was a nexus between the offset and the increased pumping for the project. The health department urged that the site be identified as soon as possible so that it could be analyzed for feasibility and the necessary findings could be made. In response to these comments, the EIR agreed that there must be a "nexus" between the impact and the mitigation. If off-site pumping were to be used as mitigation, the [***58] reduction must be "an actual reduction in documented current water use, not simply a reduction on potential future pumping."

After the applicants had identified the Berube property as an offset pumping reduction site, the County's chief environmental health officer wrote to the planning director. He pointed out that there had been no discussion of this property in the EIR. He also noted that "offsets do not necessarily provide water 'savings' " and may not be sufficient to provide proof of a long-term water supply. The supplemental material for the EIR provided no response and contained no further discussion of the effects of this offsetting pumping reduction on the Berube property. Other concerns **[*130]** were expressed as to the validity of the water rights on the Berube property, and the question whether the impacts of overpumping at one site are in fact balanced out by refraining from pumping at a different site miles away. There was no analysis of the historic usage at the [**349] Berube property or whether the offset would result in an actual reduction of pumping or would simply be a "paper credit."

The trial court found that the Board's approval of this mitigation [***59] measure was not supported by the evidence because there was no environmental analysis in the EIR of the impacts of the pumping reduction on the Berube parcel and no analysis of the broader issues that were raised in numerous comments as to whether this offsetting mitigation resulted in potential cumulative growth-inducing impacts.

CA(7) **(7)** Appellants argue that the EIR is not required to discuss the environmental effects of mitigation measures. They contend that substantial evidence supports the Board's determination that the pumping offset would mitigate the impacts of any increased pumping without causing any new significant impacts. We disagree with these contentions. *HN22* An EIR is required to discuss the impacts of mitigation measures. At the time of the environmental review in this case, former section 15126 of the Guidelines provided that *HN23* "if a mitigation measure would cause one or more significant effects in addition to those that would be caused by the project as proposed, the effects of the mitigation [***60] measure shall be discussed[,] but in less detail than the significant effects of the project as proposed." (Guidelines, § 15126, former subd. (c).) [7] *HN24* Furthermore, section 15126, former subdivision (g), provided that the growth-inducing impact of the proposed action must be discussed in the EIR, including "the ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment." [8] (See also *San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus, supra*, 27 Cal. App. 4th at p. 734 [EIR inadequate for failing to address off-site impacts of a project].)

Appellants argue that sufficient information [***61] about the Berube property was provided with the errata, shortly before the Board meeting. This documentation, however, does not make up for the lack of analysis in the EIR. (See *Environmental Defense Fund, Inc. v. Coastside County Water Dist.* (1972) 27 Cal. App. 3d 695, 706 [104 Cal. Rptr. 197].) As county counsel conceded at trial, there was no discussion in the EIR of the impacts of **[*131]** transferring water credits "because the issue of the water transfer came towards the end of the process." *HN25* If, subsequent to the period of public and interagency review, the lead agency adds "significant new information" to an EIR, the agency must issue new notice and must "recirculate" the revised EIR, or portions thereof, for additional commentary and consultation. (Pub. Resources Code, § 21092.1; Guidelines, § 15088.5, subd. (a); *Laurel Heights Improvement Assn. v. Regents of University of California, supra*, 6 Cal. 4th 1112.) The revised environmental document must be subjected to the same "'critical evaluation that occurs in the [***62] draft stage,' " so that the public is not denied an "' "opportunity to test, assess, and evaluate the data and make an informed judgment as to the validity of the conclusions to be drawn therefrom."' " (*Sutter Sensible Planning, Inc. v. Board of Supervisors, supra*, 122 Cal. App. 3d 813, 822.)

In light of the atmosphere of public concern about the water shortage in the Carmel Valley, and the focused concerns expressed in the comments calling for an analysis of the feasibility of any specific offset pumping site to provide actual mitigation, we believe the identification of the Berube parcel late in the environmental review process warranted further discussion and analysis and an opportunity for public response. Although the Board [**350] may exercise its discretion as to the viability of a policy allowing for off-site water credits as mitigation for increased pumping in the valley, and as to the feasibility of the Berube property in particular for this purpose, it must do so on the basis of information collected and presented in the EIR and subjected to the test of public scrutiny. A revised EIR must include a discussion of the Berube parcel, the history of [***63] water pumping on this property and its feasibility for providing an actual offset for increased pumping on the September Ranch property, as well as the growth-inducing effect of a policy of offset pumping reduction in the Carmel Valley.

Riparian Rights

Riparian Rights can be used for Development

CA(8a) **(8a)** The issue whether the September Ranch property had valid riparian rights and could utilize them to support a private water system for the subdivision also arose late in the environmental review process and suffers from a similar lack of analysis. During the second period for circulation and comment the SWRCB wrote that the applicants would need an appropriative rights permit to pump water because "the alluvium underlying the September Ranch is part of the Carmel River subterranean stream." The applicants then asserted for the first time in a letter dated May 2, 1998, that the property had a riparian right, which ran with the land and entitled them to use water from the subterranean stream without an appropriative permit. Neither the draft **[*132]** EIR nor the revised EIR had mentioned such a right. The SWRCB responded that a valid riparian right could be utilized for project purposes, if such a right existed, but that no [***64] determination had yet been made as to such a right.

The supplemental EIR (vol. 2) added a discussion of riparian rights. *HN26* A valid riparian right can be established if: 1) the property is contiguous to the water course; 2) the property is within the watershed of the water course; and 3) the riparian right has not been severed through subdivision or separate conveyance. The supplemental EIR concluded that the September Ranch was "at least partially contiguous to the water course," namely the Carmel River subterranean stream flow, and that the property was located within the Carmel River watershed. A

title search indicated, and county counsel later confirmed, that the 891-acre September Ranch was a single lot of record. Thus there had been no severing of riparian rights. An early deed showed, however, that September Ranch's riparian rights may have been subordinated to a predecessor utility of Cal-Am. The supplemental EIR reported that riparian rights entitle the owner to use "the amount of water that can be reasonably and beneficially used on the riparian parcel" without applying for a permit. HN27 [***65] In times of shortage a riparian owner must share water with other riparian users, but its rights are superior to the rights of appropriators.

The supplemental EIR clarified that whether the water right was riparian or appropriative, any increase of water use over preproject use would be a significant environmental impact requiring mitigation. In the final changes and corrections to the EIR, mitigation measure 7b was added, which required "either the assurance of a valid riparian claim or the requirement that the applicants secure a permit for an appropriative water right from the State Water Resources Control Board." But this mitigation measure was not included in the conditions of approval in the Board's resolution certifying the EIR.

The trial court pointed out numerous factual and legal issues, as well as policy concerns, that the court believed remained to be resolved before any determination could be made that the property owners have riparian rights sufficient to guarantee a long-term water supply for this project. Even if a riparian right were established, the court found that [***66] the approval of a private water system for a large subdivision, based on a subterranean riparian right under only one portion of the property, [**351] could set an undesirable precedent and have a growth-inducing effect. This, the court found, was a potential cumulative impact which should have been considered and discussed in the EIR. The court concluded that "the failure of the EIR to consider potential growth inducing and/or other cumulative impacts of the use of alleged **[*133]** subterranean riparian rights" was error. Consequently, the Board's findings approving a long-term water supply for the project, to the extent those findings were based on the existence of valid subterranean riparian rights, were not supported by substantial evidence. The judgment granting the writ of mandate directed the preparation of an EIR that properly analyzed whether water rights existed for the project.

Appellants argue that the court erred in ordering that the EIR analyze the legalities of their riparian water rights, contending that CEQA does not require any such analysis. Appellants maintain that as a matter of water law, their land has riparian rights to the subterranean streamflow without [***67] having to obtain a permit. Furthermore, they argue, the EIR explained that whether the water use is based on an appropriative right or a riparian right, the physical impact is still the same. In either case if the project's water use exceeds the preproject use, mitigation is required. Finally, they claim that the petitioners in this case waived any water rights claims by failing to brief them before the trial court.

First, there is no basis for finding that petitioners in this case waived claims regarding water rights issues. These issues were adequately raised in briefing and argument before the trial court. Any failure to fully develop arguments can be attributed in part to the fact that the applicants asserted their intent to utilize their riparian rights very late in the environmental review process. As in the previous section, the late introduction of this theory and new information resulted in an incomplete analysis in the EIR. Furthermore, there was no opportunity for meaningful public comment and response.

CA(9) **(9)** "The purpose of requiring public review is ' "to demonstrate to an apprehensive citizenry that the agency has, in fact, analyzed and considered the ecological implications [***68] of its action.' " . . .' . . . Public review permits accountability and ' "informed self-government."' . . . 'Public review and comment . . . ensures that appropriate alternatives and mitigation measures are considered, and permits input from agencies with expertise' . . . Thus[,] public review provides the dual purpose of bolstering the public's confidence in the agency's decision and providing the agency with information from a variety of experts and sources." (*Schoen v. Department of Forestry & Fire Protection* (1997) 58 Cal. App. 4th 556, 573-574 [68 Cal. Rptr. 2d 343], citations omitted.) The primary reason that public comment is solicited is so that potential significant adverse effects of the project can be identified "at the earliest possible time." (*Laurel Heights Improvement Assn. v. Regents of University of California, supra*, 6 Cal. 4th at p. 1129.) HN28 The requirement in **[*134]** Public Resources Code section 21092.1 that an EIR be recirculated when "significant new information" is added is not intended "to [***69] promote endless rounds of revision and recirculation of EIR's. Recirculation is intended to be [the] exception, rather than the general rule." (*Laurel Heights Improvement Assn. v. Regents of University of California, supra*, 6 Cal. 4th at p. 1132.) We believe the exception applies in all of the circumstances of this case.

CA(8b) **(8b)** The supplemental EIR presented new and significant information regarding the applicants' asserted riparian right, which raised important water issue questions. If the validity of such a right were determined, would this entitle the applicants to rights superior to those of appropriative water users? How would these rights be superior? How would this affect other [**352] riparian water users in the area during times of drought? If the exercise of a riparian right would not require a permit, but would be subject only to a rule of "reasonable use," how is water use regulated and controlled? Can a riparian right underlying one portion of the property be the basis for a private mutual water company providing water to the entire subdivision? Does the exercise of such a right create a precedent for other subdivisions and thus result in a growth-inducing [***70] impact? Is the exercise of a riparian right, which may justify an expanded use of water, consistent with local policies limiting water for new development? Were further mitigation measures warranted? For example, the supplemental EIR added a mitigation measure requiring that the applicants either provide assurance of a valid riparian claim or secure an appropriative permit from the SWRCB. The fact that this mitigation measure was not carried over into the Board's final resolution only illustrates the difficulties presented by adding significant changes late in the EIR process.

In sum, we believe the addition of this new information regarding the asserted riparian right as a basis for long-term water supply for this project changed the EIR "in a way that deprive[d] the public of a meaningful opportunity to comment upon a *substantial* adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect." (*Laurel Heights Improvement Assn. Inc. v. Regents of University of California, supra*, 6 Cal. 4th at pp. 1129-1130; *Sierra Club v. Gilroy City Council* (1990) 222 Cal. App. 3d 30 [271 Cal. Rptr. 393].) We agree with [***71] appellants that the final decision determining county policy on this issue is a matter of the Board's discretion. However, the EIR must provide sufficient information to make the exercise of this discretion an informed one. **[*135]**

TRAFFIC ISSUES

CV Rd Traffic Rules

Traffic issues center around the EIR recommending, and the Board adopting, the payment by the applicants of in-lieu fees into county traffic impact fee programs as mitigation for traffic increases attributed to the project.

The Carmel Valley Road traffic impact fee program is designed to respond to cumulative growth in traffic by generating the funds needed for construction of improvements along Carmel Valley Road. The road is divided into segments with assigned traffic thresholds. Projected traffic increases that will cause a threshold to be crossed trigger the need for improvements designed to return the segment to an acceptable level of service. The fee impact program thus enables the County to collect fees and add roadway improvements as new development increases traffic to unacceptable levels.

The traffic analysis in the draft EIR indicated that on two segments of Carmel Valley Road, segments 6 and 7, the projected traffic [***72] increase from the September Ranch project, plus traffic from already approved projects, would exceed the threshold, thus triggering the need for improvements. As to segment 7, which included the frontage along the September Ranch property, the threshold would be exceeded with existing traffic and projected traffic from projects already approved but not yet built out. The draft found that the traffic increase over the threshold was a significant impact, which could be reduced through the implementation of Carmel Valley Road improvements. As mitigation, the project applicants would be required to pay fees to the County, as established in the traffic impact fee program for Carmel Valley Road.

The Carmel Valley Road traffic impact fees imposed on the project were based on a traffic impact fee ordinance adopted by the Board in 1992. The fee program was enacted to enable the County to fund improvements to Carmel Valley Road on a "pay-as-you-go basis" and to avoid a moratorium [**353] affecting development within the Carmel Valley area. Prior to the issuance of any building permit, a traffic mitigation fee was to be paid into a separate interest-bearing account, to be used "for road [***73] and street improvements to Carmel Valley Road generally consistent with the Carmel Valley Master Plan . . . ." In a 1995 resolution the County adopted a traffic mitigation fee schedule for all new development along Carmel Valley Road. New development was to be assessed $ 16,000 per unit, plus annual increases tied to the construction cost index. The traffic mitigation program calls for regular monitoring of Carmel Valley Road traffic conditions to determine when **[*136]** traffic thresholds along the various segments are reached. The draft EIR found that it was up to the County "to determine the nature and timing of the required improvements to Carmel Valley Road."

A second problem area for traffic involved the intersections along Highway 1 in the vicinity of Carmel Valley Road. The draft EIR found that the level of service at several of these intersections was currently substandard during peak hours. The County, in conjunction with the California Department of Transportation (CalTrans), had prepared a program of interim improvements to address these deficiencies. According to one study, these operational improvements were designed to maintain an acceptable level of service or [***74] better at four intersections along Highway 1 and to support a 27 percent growth in peak hour traffic. The EIR found that unless these proposed interim improvements to Highway 1 were implemented, the traffic increase from this project and other approved projects in the area would "exacerbate unacceptable levels of service of roadways and intersections in the vicinity of Carmel Valley Road and Highway 1 . . . ." As mitigation, the project applicants were to pay to the County, prior to the issuance of building permits, a pro rata share toward the cost of 12 interim Highway 1 improvements. The draft further found, however, that cumulative impacts would eventually require long-range solutions, such as the proposed Hatton Canyon Freeway or the widening of Highway 1.

The final EIR included updated traffic counts, which did not change the statistics significantly. The previous conclusions regarding the two segments of Carmel Valley Road were still valid. Recommended mitigation, as before, involved the payment of fees to the County pursuant to its traffic impact fee program.

The intersections along Highway 1 continued to operate at unacceptable levels. Comments from CalTrans expressed "great [***75] concerns" over the project generating additional traffic along Highway 1, a corridor that already operated at an unacceptable level of service. According to CalTrans, the level of service in that area was not likely to improve significantly until the Hatton Canyon Freeway was built. CalTrans urged that the September Ranch project not be approved until this freeway was completed. [9] The EIR's response to these comments indicated that interim improvements would provide short-term congestion relief pending the construction of the Hatton Canyon Freeway. The EIR provided further that as the decisionmaking body **[*137]** "it is up to the Board of Supervisors to decide when the improvements are scheduled to be completed."

The final EIR noted that the Board and the Transportation Agency for Monterey County had developed a "Deficiency [***76] Plan" calling for 12 operational improvements along Highway 1. The EIR acknowledged that the additional traffic generated by the September Ranch project would cause a significant impact on traffic volumes at these intersections unless the proposed interim improvements to Highway 1 were in [**354] place. State funding for these improvements was to be supplemented with county funds pursuant to the traffic impact fee program. The final EIR recommended that traffic impacts be mitigated by payment by the developer of a pro rata share of the 12 interim improvements to Highway 1 prior to the issuance of building permits.

The Board adopted these fee payment mitigation measures as conditions of approval and also required that the applicants install various circulation improvements on Carmel Valley Road at the entrance to the project, provide a safe transit stop convenient to the entrance, dedicate a right-of-way for future widening of the road, and implement a trip-reduction program. The Board determined that because of the delay in the construction of the Hatton Canyon Freeway, the 12 interim improvements in the vicinity of Carmel Valley Road and Highway 1 would be implemented and would [***77] be funded through collection of Carmel Valley Road traffic impact fees to supplement CalTrans funds. In addition, the Board determined that the project would be phased so that no more than 50 lots could be developed prior to the completion of Highway 1 interim road improvement No. 5, "or another traffic solution for Highway 1 is approved." Improvement No. 5 was the planned construction of dual right-turn lanes onto Highway 1.

CA(10a) **(10a)** Petitioners argued that the mitigation proposed by the EIR and adopted by the Board was inadequate in that the in-lieu fees did not readily translate into actual improvements. They contended that the fees were not likely to result in improvements, considering that the traffic problems were long standing and that the County had failed to act to implement improvements in the past, despite assurances that new projects would not be approved unless the infrastructure was in place to support such projects. Furthermore, allowing the County to determine "the nature and timing" of the improvements was no guarantee that the fees would go to the improvements needed in the areas where the project caused significant impacts. Petitioners argued that the EIR failed as an [***78] informational document because it failed to tie the fee mitigation plan to the actual physical impacts of the **[*138]** project on the environment. They claimed the EIR mitigation plan must identify the nature of specific improvements and their timing and how the improvements would mitigate the impact of the increased traffic. And finally they claimed that the Board's approval of the project with the adoption of these mitigation measures created an inconsistency with the traffic policy in the Master Plan.

The trial court agreed with these arguments. The court acknowledged that in-lieu fees are appropriate in some cases, but reasoned that after the critical threshold is reached or surpassed and the improvements have still not been implemented such fees are no longer adequate mitigation. The court focussed on the County's previous interpretation of policy No. 39.1.6 of the Master Plan, as represented by county counsel in prior litigation involving the Master Plan. Policy No. 39.1.6 of the Master Plan, adopted in 1986, provides that "[e]very effort should be made to obtain funding and proceed with construction of the Hatton Canyon Freeway at the earliest possible date." However, [***79] if after five years of allocation the freeway has not been built, "the Board shall limit further development until the freeway is under construction." In litigation challenging the approval of the Master Plan, county counsel represented that this policy meant that "'if . . . the infrastructure is not available to support growth, growth will not be permitted.' " Specifically, if the Hatton Canyon Freeway were not funded and other mitigation measures were not implemented the County's alternative would be "'not to approve development unless there is infrastructure to support it.' "

[**355] The trial court noted that 12 years had passed since the approval of the Master Plan and that the time for "action, not words" HAD COME. THE COURT CONCLUDED: "With respect to the intersection of Highway One and the other two segments of Carmel Valley Road which have reached the 'threshold' trigger, the EIR should have specifically considered when in fact the improvements are to be done and whether that time period is feasible. The County should have made specific findings as to whether they are going to be done and when. If the improvements are not to be done in the immediate future, then, in [***80] accordance with the [Master Plan], development must be limited or action taken to amend the plan."

Appellants argue that the EIR's traffic analysis and mitigation measures complied with CEQA, that substantial evidence supported the Board's conclusion that traffic impacts would be mitigated, and that the Board's interpretation of Master Plan policy No. 39.1.6 was within its discretion and was reasonable. We agree with appellants.

[*139] First, we restate our standard of review here. Our task is to determine whether the agency prejudicially abused its discretion either by not proceeding in the manner required by law or by making a decision not supported by substantial evidence. (Pub. Resources Code, § 21168.5; *Laurel Heights Improvement Assn. v. Regents of University of California, supra*, 47 Cal. 3d at p. 392.) ***HN29*** We presume the correctness of the agency's decision and the petitioners thus bear the burden of proving that the EIR is legally inadequate or that the record does not contain substantial evidence to support the agency's decision. [***81] (*Al Larson Boat Shop, Inc. v. Board of Harbor Commissioners, supra*, 18 Cal. App. 4th at p. 740; *Barthelemy v. Chino Basin Mun. Water Dist., supra*, 38 Cal. App. 4th at p. 1617.) ***CA(11)*** **(11)** The substantial evidence rule does not require certainty; substantial evidence is "enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached." (Guidelines, § 15384, subd. (a).) Where the dispute is whether adverse affects could be better mitigated, we do not weigh the evidence and determine who has the better argument. (*Laurel Heights Improvement Assn. v. Regents of University of California, supra*, 47 Cal. 3d at p. 392-393.) "We have neither the resources nor scientific expertise to engage in such analysis, even if the statutorily prescribed standard of review permitted us to do so." (*Id.* at p. 393.)

CA(10b) **(10b)** ***HN30*** CEQA requires that an EIR indicate the ways in which a project's significant effects can be mitigated, by setting forth [***82] "mitigation measures proposed to minimize significant effects on the environment." (Pub. Resources Code, §§ 21100, subd. (b)(3), 21002.1, subd. (a), 21061.) The discussion should identify mitigation measures which "could reasonably be expected to reduce adverse impacts if required as conditions of approving the project." (Guidelines, former § 15126, subd. (c), now § 15126.4, subd. (a)(1)(A).) We believe the EIR adequately fulfilled these requirements. It contained a comprehensive traffic analysis that compared the total projected traffic from this project, and from other projects in the area that were approved but not built, against an established capacity threshold for each road segment along Carmel Valley Road and the intersections with Highway 1. It identified problem areas and described the programs designed to address these areas of concern. And it recommended mitigation in the form of pro rata fees paid to a traffic impact fee program established by county ordinance and designed to implement road improvements as needed. Further recommended mitigation was construction of safe transit stops, implementation of a trip reduction program, installation [***83] of circulation improvements [**356] at the entrances to the project site, and dedication of a right-of-way for the widening of Carmel Valley Road. ***HN31***

[*140] Fee-based infrastructure mitigation programs have been found to be adequate mitigation measures under CEQA. (See, e.g., *Russ Bldg. Partnership v. City and County of San Francisco* (1988) 44 Cal. 3d 839, 845 [244 Cal. Rptr. 682, 750 P.2d 324] [upholding transit impact development fee]; *San Franciscans for Reasonable Growth v. City and County of San Francisco* (1989) 209 Cal. App. 3d 1502 [258 Cal. Rptr. 267].) The CEQA Guidelines also recognize that when an impact is not unique to a single project, but is instead the result of cumulative conditions, the only feasible mitigation may involve adoption of ordinances or other regulations designed to address the cumulative impact. (Guidelines, § 15130, subd. (c).) Section 15130 of the Guidelines now specifically provides that an EIR may determine that a project's contribution to a cumulative impact may be mitigated by requiring the project "to [***84] implement or fund its fair share of a mitigation measure or measures designed to alleviate the cumulative impact." (Guidelines, § 15130, subd. (a)(3).) The trial court recognized that the payment of fees and phased improvements was appropriate, at least with respect to traffic impacts which have not yet reached the threshold trigger.

Of course a commitment to pay fees without any evidence that mitigation will actually occur is inadequate. (*Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal. App. 3d 692 [270 Cal. Rptr. 650].) In the *City of Hanford* case, the city had found that certain impacts on groundwater were insignificant, in reliance on a "mitigation agreement" with the water district by which the project applicant agreed to pay the district to purchase water supplies to make up for amounts used by the project. However, the record contained no evidence indicating that any such water supplies were or would be available. Consequently, the developer's promise to pay the fees bore no connection to actual mitigation of impacts. The court found that the EIR was inadequate in this respect

Here, however, the collection of fees was not an idle act. The [***85] EIR reported that the County had adopted the traffic impact fee program in order to fund improvements to Carmel Valley Road. A citizens advisory committee, the Carmel Valley Road Improvement Committee, had studied potential road improvements and had reported to the Board. Studies in the EIR indicated that existing traffic levels at all segments along Carmel Valley Road were below the threshold at the time the EIR was completed. Therefore, the requirement for improvements to bring the service back to an acceptable level had not yet been triggered. However, traffic projected from projects already approved but not yet built would exceed the threshold on segment 7. And both segments 6 and 7 would be exceeded when all approved projects plus the September Ranch project were built out. Planned **[*141]** improvements included intersection channelization and passing lanes on segments 6 and 7, the two segments most affected by the project in this case.

As to the intersections along Highway 1, where the level of service was unacceptable at peak hours, the EIR reported that the County had adopted, and the Monterey County Transportation Agency had endorsed, a deficiency plan to resolve congestion [***86] problems. Twelve interim improvements were proposed. At the time of the final EIR one of the scheduled improvements had been completed and another, improvement No. 5, which was specifically identified in the Board's resolution, was funded and scheduled for construction.

Thus with respect to the problem areas for traffic identified in the EIR, the evidence indicated that road improvement plans were in place and in some cases construction was proceeding. A time schedule for improvement was inherent in the County's traffic impact program, in [**357] that it provided for improvements to be constructed as the traffic triggering the need for the improvements exceeded a projected threshold and the funds to pay for the improvements were generated by the new development.

We are not unsympathetic to concerns, voiced by the trial court, about the County's failure to act in the past to implement road improvements. We do not believe, however, that CEQA requires that the EIR set forth a time-specific schedule for the County to complete specified road improvements. All that is required by CEQA is that there be a reasonable plan for mitigation. (*Sacramento Old City Assn. v. City Council* (1991) 229 Cal. App. 3d 1011 [280 Cal. Rptr. 478]; [***87] see also *Laurel Heights Improvement Assn. v. Regents of the University of California,*

supra, 47 Cal. 3d 376, 418.) Furthermore, we must presume and expect that the County will comply with its own ordinances, and spend the fees it collects on the appropriate improvements to the affected road segments. (See, e.g., Erven v. Board of Supervisors (1975) 53 Cal. App. 3d 1004, 1012 [126 Cal. Rptr. 285].) On this record we find that the traffic impact mitigation fees were sufficiently tied to the actual mitigation of the impacts of increased traffic. We therefore conclude that the EIR's discussion of traffic mitigation measures was adequate and the Board's adoption of the conditions of approval was supported by the evidence.

CA(12a) **(12a)** Furthermore, we find that the Board's determination that the project was consistent with policy No. 39.1.6 of the Master Plan was not an abuse of discretion. The relevant portion of the policy stated that the Board "shall limit further development" until the Hatton Canyon Freeway was under construction. The EIR did not find an inconsistency with this policy **[*142]** because interim improvements were planned to maintain an acceptable [***88] level of service pending the construction of the Hatton Canyon Freeway, or another long-term plan, and because the policy required only that further development be *limited*, not that it was prohibited. The Board's resolution did in fact provide limitations, requiring that development of the project be phased to coincide with completion of identified interim improvements.

CA(13) **(13)** HN32 When we review an agency's decision for consistency with its own general plan, we accord great deference to the agency's determination. This is because the body which adopted the general plan policies in its legislative capacity has unique competence to interpret those policies when applying them in its adjudicatory capacity. (City of Walnut Creek v. County of Contra Costa (1980) 101 Cal. App. 3d 1012, 1021 [162 Cal. Rptr. 224].) Because policies in a general plan reflect a range of competing interests, the governmental agency must be allowed to weigh and balance the plan's policies when applying them, and it has broad discretion to construe its policies in light of the plan's purposes. (Sequoyah Hills Homeowners Assn. v. City of Oakland (1993) 23 Cal. App. 4th 704 [29 Cal. Rptr. 2d 182]; [***89] Greenebaum v. City of Los Angeles (1984) 153 Cal. App. 3d 391, 407 [200 Cal. Rptr. 237].) A reviewing court's role "is simply to decide whether the city officials considered the applicable policies and the extent to which the proposed project conforms with those policies." (Sequoyah Hills Homeowners Assn. v. City of Oakland, supra, 23 Cal. App. 4th at pp. 719-720.)

CA(12b) **(12b)** Here, the EIR discussed the Master Plan, including policy No. 39.1.6, and the Board expressly found that the project was consistent with that policy. We find no abuse of discretion. The purpose of policy No. 39.1.6. was to prevent unacceptable increases in congestion at the intersection of Highway 1 and Carmel Valley Road due to new development until a long-term plan such as the Hatton Canyon Freeway could be implemented. Notwithstanding the representations of counsel during litigation in 1987, the policy did not prohibit all further development until the [**358] freeway was built. We believe the Board was entitled to exercise its discretion to determine what limitations were appropriate in light of its review of current levels of service, approved development and planned interim [***90] improvements. 10

[*143] DISPOSITION

The judgment granting a peremptory writ of mandate is reversed in part and affirmed in part. The matter is remanded to the superior court with directions that the court issue a new writ of mandate ordering the Board to vacate resolution No. 98-500, including the approval of any permits or entitlements for the project described in that resolution, and to vacate the certification of the EIR prepared in regard to the project. The Board shall be ordered not to take any further action to approve the project without the preparation, circulation and consideration under CEQA of a [***91] legally adequate EIR with regard to the water issues discussed in this opinion.

The revised EIR is to investigate and analyze the baseline water conditions on the property at or around the time of the commencement of the environmental review process for this project. Baseline water figures shall reflect actual water use on the property, where possible, and methodologies for determining baseline shall be supported by evidence of actual water use on the property or, where no documentation is available, by good faith estimates of actual historical use.

The revised EIR is to discuss and analyze the growth-inducing impact of mitigating increased pumping over baseline with off-site pumping reduction, including the loss of agricultural lands, and specifically the feasibility of a pumping offset on the Berube parcel, including water availability and pumping history on the Berube parcel and whether there is an actual nexus between reduced pumping on that property and increased pumping on the September Ranch property.

The revised EIR is to discuss and analyze the asserted riparian right of the applicants, including whether such a right has been established, whether it entitles the applicants [***92] to an expanded use of water in derogation of the rights of other water users in the area, whether such a right may support a mutual water system serving the entire subdivision, and whether the utilization of riparian rights may result in a growth-inducing impact.

The portion of the superior court's judgment granting a writ of mandate and directing that the Board prepare a revised EIR to include further discussion regarding mitigation of traffic impacts is reversed.

The superior court's order awarding attorney fees is hereby vacated. Upon remand, the court may issue a new order, in light of our disposition herein, or may reinstate the same order.

[*144] The parties are to bear their own costs on appeal.

Premo, Acting P. J., and Wunderlich, J., concurred.

Footnotes

1 California Environmental Quality Act (CEQA), Public Resources Code section 21000 et seq.

2 This discussion is confined to water issues. We will include the background of the traffic issues in the discussion in that section.

3 Two parties in this action, Ed Leeper and Save Our Peninsula Committee, were dismissed following a demurrer sustained without leave to amend. The remaining petitioner, Responsible Consumers of the Monterey Peninsula, is still a party and is the respondent in appeal No. H020900.

4 As to the asserted changes made to the Board's findings after the Board had adjourned, the trial court noted that the record revealed "numerous instances" where the applicants' attorney had prepared critical documents for county planners. The court disapproved such a practice and pointed out that the County had indicated it had "recognized the problem and taken appropriate action."

5 The two petitions were consolidated only for administrative purposes at trial. Therefore, two separate appeals were filed. The two appeals have been consolidated here for the limited purposes of filing the administrative record, oral argument and decision.

6 The CEQA Guidelines are found at California Code of Regulations, title 14, section 15000 et seq. (hereafter Guidelines).

7 This same language now appears in Guidelines section 15126.4, subdivision (a)(1)(D).

8 This language now appears in Guidelines section 15126.2, subdivision (d).

9 The Hatton Canyon Freeway has not gone forward due to local opposition. At oral argument, respondents represented that state funding for this project has been diverted to other uses.

10 Respondents have raised several further arguments challenging other aspects of the EIR and the Board's action. The trial court determined that its judgment granting a peremptory writ of mandate mooted any additional challenges, which could be raised again depending on the Board's action on remand. Respondents have not cross-appealed and these further issues are not before us at this time.

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Exhibit A

MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

PLANNING & BUILDING INSPECTION DEPARTMENT, Scott Hennessy, Director

168 W. Alisal St., 2nd Floor
Salinas, CA 93901

(831) 755-5025
FAX (831) 757-9516

RECEIVED
AUG - 7 2006
Bestor Engineers

August 3, 2006

Mr. Nader Agha
542 Lighthouse Avenue
Pacific Grove, CA 93950

Subject: Vista Nadura Subdivision (PLN990274)

Dear Mr. Agha:

The County has reviewed the additional information and revised plan for the subject project that was submitted on July 10, 2006. All of the County Department have now deemed the application complete with the exception of Environmental Health (see the attached memorandum dated July 31, 2006). The information requested from Environmental Health must be submitted before the subject application (PLN990274) can be deemed complete.

If you have any questions regarding the requested information that has been requested by Environmental Health, please contact Roger Van Horn at (831) 755-4763.

Sincerely,

Bob Schubert

Bob Schubert, AICP
Senior Planner

Cc: Carl Hooper, Bestor Engineers
Mike Novo
Burke Peas

Project Referral Sheet

Planning & Building Inspection Department
168 W Alisal St 2nd Floor
Salinas, CA 93901
(831) 755-5025

TO: **FIRE DEPARTMENT** **HEALTH DEPARTMENT**
PUBLIC WORKS **WATER RESOURCES AGENCY**
PARKS DEPARTMENT **OTHER:** _____

PLEASE SUBMIT YOUR COMMENTS FOR THIS APPLICATION BY: Monday, July 31, 2006

Project Title: AGHA DURELL D TR
File Number: PLN990274
File Type: SUB
Planner: SCHUBERT
Location: N OF LOS ARBOLES RD CARMEL VALLEY
Assessor's No: 169-011-009-000-M
Project Description:
STANDARD SUBDIVISION TENTATIVE MAP FOR THE SUBDIVISION OF AN EXISTING LOT OF RECORD OF 50 ACRES INTO 20 LOTS RANGING IN SIZE FROM 1.1 ACRES TO 5.2 ACRES, INCLUDING GRADING FOR THE CONSTRUCTION OF 20-FOOT WIDE ACCESS ROAD; AND A USE PERMIT FOR DEVELOPMENT ON SLOPES GREATER THAN 30 PERCENT (ACCESS ROAD). THE PROPERTY IS LOCATED NORTH OF LOS ARBOLES ROAD, CARMEL (ASSESSOR'S PARCEL NUMBERS 169-011-009-000, 169-011-014-000 AND 169-011-015-000), MID CARMEL VALLEY AREA.
Status: COMPLETE INCOMPLETE (circle one)
Recomended Conditions:

The Health Department has reviewed the above referenced application and has considered the application **incomplete**. The following reports and/or information are needed prior to considering the application complete.

PROJECT DESCRIPTION

1. A full and complete description of the project needs to be submitted for approval. Upon receipt of project description, the specific location of the project in the Carmel valley Wastewater Study (Montgomery Study) will be determined and if additional information is requiremented the applicant will be notified.

SEPTIC SYSTEM ISSUES

2. Please contact Mr. Roger Van Horn at 831-755-4763 to arrange an on-site visit to determine septic system feasibility of the proposed project as per Chapter 15.20 MCC (Septic Ordinance) and "Prohibitions", Central Coast Basin Plan, RWQCB.

3. Additional soils and percolation testing are required on the proposed lots for review and approval by the Division of Environmental Health to prove that the site is suitable for the use and that it meets the standards found in Chapter 15.20 MCC (Septic Ordinance), and "Prohibitions", Central Coast Basin Plan, RWQCB. Contact the Division prior to proceeding to determine the scope of work and to oversee soil testing. The testing and report format

Signature: Roger Van Horn **Date:** July 31, 2006

Please return a copy to Planning & Building Inspection Department
IDR Comments Due Date: 07/31/2006
Date IDR Referral Sheet Printed: 07/14/2006

Project Referral Sheet

Planning & Building Inspection Department
168 W Alisal St 2nd Floor
Salinas, CA 93901
(831) 755-5025

TO:	FIRE DEPARTMENT	HEALTH DEPARTMENT
	PUBLIC WORKS	WATER RESOURCES AGENCY
	PARKS DEPARTMENT	OTHER: _____

PLEASE SUBMIT YOUR COMMENTS FOR THIS APPLICATION BY: Monday, July 31, 2006

shall be completed as per the adopted soil report policies of the Department.

4. Information to determine conformance with the Carmel Valley Wastewater Study, Montgomery Study, is necessary for determination of the feasibility of the wastewater disposal.

WATER ISSUES

5. In the event that the development meets the definition of a water system and will require the establishment of a permitted water system and if a individual well or wells are to be used, water quality and quantity information meeting all applicable State and County requirements shall be submitted to the Director of Environmental Health for review and approval as evidence that an adequate water supply exists for the project. The well or wells shall first undergo a minimum of a 72-hour continuous pump test to determine the yield of the well to meet the required quantity. The pump tests shall be made no earlier than June 1 of each year and no later than the first significant rainfall event of the wet season. A representative of the Division of Environmental Health shall witness the pump tests.

6. Please refer to the attached "**Water System Completeness Requirements**" check sheet. This is provided to further detail the requirements of MMC Title 19, Subdivision Ordinance. The items listed may or may not be necessary depending on your final project description.

7. Since Initial Water Use Questionnaire submitted indicates an intensification of water use, a determination shall be made by a hydrogeologist under contract to the County as to the requirement for any additional water resources information. If any hydrologic or hydrogeologic reports are deemed necessary, the County will contract directly with a qualified consultant, at the applicant's expense, upon request of the applicant. A written request to the Division of Environmental Health is necessary to commence with the preparation of a scope of work.

8. The Monterey Peninsula Water Management District (MPWMD) needs to be advised of this project so they may make comments regarding any specific concerns they might have as to water intensification usage. Please contact Henrietta Stern at the MPWMD for information regarding requirements. MPWMD has requested MCDDEH to advise applicants to enter the MPWMD "Preapplication Conference".

Signature: Roger Van Horn **Date:** July 31, 2006

Please return a copy to Planning & Building Inspection Department
IDR Comments Due Date: 07/31/2006
Date IDR Referral Sheet Printed: 07/14/2006

Exhibit B

MONTEREY COUNTY

PLANNING AND BUILDING INSPECTION DEPARTMENT
240 CHURCH STREET, SALINAS, CA 93901 PLANNING: (831) 755-5025 BUILDING: (831) 755-5027 FAX: (831) 755-5487
MAILING ADDRESS: P.O. BOX 1208, SALINAS, CA 93902
COASTAL OFFICE, 2620 1st Avenue, MARINA, CALIFORNIA 93933 PLANNING: (831) 883-7500 BUILDING: (831) 883-7501 FAX: (831) 384-3261

SCOTT HENNESSY, DIRECTOR

September 26, 2002

Nader Agha
542 Lighthouse Ave.
Pacific Grove, CA. 93950

Subject: Vista Nadura Subdivision (PLN990274)

Dear Mr. Agha:

This is to notify you that a staff review of your application finds it to be incomplete, and more information is necessary. A list of the additional information required is attached and must be received in this office and found adequate by the Planning and Building Inspection Department before processing can begin.

Copies of all interdepartmental review comments and requirements are attached for your information. Some of these sheets indicate additional materials are necessary before the project can be deemed complete.

Should you have any questions, please call me at (831) 883-7560.

Sincerely,

Patrick Kelly, AICP
Associate Planner

Project Referral Sheet

Planning & Building Inspection Department
Coastal Office
2620 First Ave
Marina, California
(831) 883-7500

TO: FIRE DEPARTMENT HEALTH DEPARTMENT
PUBLIC WORKS WATER RESOURCES AGENCY
PARKS DEPARTMENT OTHER: _____

Please Submit your recommendations for this application by: Monday, September 23, 2002
Project Title: AGHA DURELL D TR
File Number: PLN990274
File Type: SUB
Planner: KELLY
Location: Carmel Valley Road
Assessor's No: 169-011-009-000-M
Project Description:
Standard Subdivision Tentative Map for the subdivision of an existing lot of record of 50 acres into 20 lots ranging in size from 1.1 acres to 5.2 acres, including grading for the construction of 20-foot wide access road; and a Use Permit for development on slopes greater than 30 percent (access road). The property is located north of Los Arboles Road (Assessor's Parcel Number 169-011-015), Mid Carmel Valley area, Carmel Valley Master Plan area.
Status: COMPLETE/INCOMPLETE (highlight one)
Recomended Conditions:

The Health Department has reviewed the above referenced application and has considered the application incomplete. The following reports and/or information are needed prior to considering the application complete.

1) Provide a map of the proposed subdivision. Upon receipt of the map, the project's location in the Carmel Valley Wastewater Study(Montgomery Study) will be determined and additional information or requirements may apply.
2) Provide to the Director of Environmental Health certification and any necessary documentation that California American Water Company can and will supply sufficient water flow and pressure to comply with both Health and fire flow standards.
3) Provide evidence to the satisfaction of the Director of Environmental Health that the water source for the mutual system meets applicable State and County standards for water quantity and quantity.
4) Since the Initial Water Use Questionaire submitted indicates an intensification of water use, a determination shall be made by a hydrogeologist under contract to the County as to the requirement for any additional water resources information. If any hydrologic or hydrogeologic reports are deemed necessary, the County will contract directly with qualified consultants, at the applicant's expense, upon request of the applicant. A written request to the Division of Environmental Health is necessary to commence with the preparation of a scope of work.
5) Please contact Roger Beretti at 755-4570 to arrange an on-site visit to determine septic system feasibility of the proposed project as per Chapter 15.20 MCC (Septic Ordinance) and "Prohibitions", Central Coast Basin Plan, RWQCB.
6) Soil excavations must be performed on each lot and witnessed by a representative of the Division of Environmental Health. Contact Roger Beretti at 744-4570 to schedule and determine the scope of work.
7) Submit two copies of a soils and percolation testing report for review and approval by the Division of Environmental Health to prove that the site is suitable for the use and that it meets the standards found in Chapter 15.20 MCC (Septic Ordinance), and "Prohibitions", Central Coast Basin Plan, RWQCB. Contact the Division prior to proceeding to determine the scope of work and to oversee soil testing. The testing and report format shall be completed as per the adopted soil report policies of the Department.

Signature: Roger Beretti via email **Date:** September 23, 2002

Please return original to Planning & Building Inspection and make a copy for your records.
IDR Mtg. Date: 09/23/2002

C

Exhibit C

CARL L. HOOPER R.C.E.
JOHN M. VAN ZANDER, R.C.E., L.S.
H. PATRICK WARD, R.C.E. L.S.
JAMES A. WURZ, R.C.E.

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING • SURVEYING • LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CA 93940
(831) 373-2941 • SALINAS (831) 424-7661 • FAX (831) 649-4118

Transmittal Sheet

TO: MONTEREY COUNTY
HEALTH DEPARTMENT
1270 Natividad Road
Salinas, CA 93906

DATE: 10/1/02
W.O.# 3782.01
RE: Vista Nadura (PLN 99 0274)

ATTN: Roger Beretti

WE ARE FORWARDING VIA: First Class Mail

THE FOLLOWING:
Enclosed:
Print of Tentative Map.

For your information: ☐
For your approval: ☐
As requested by:

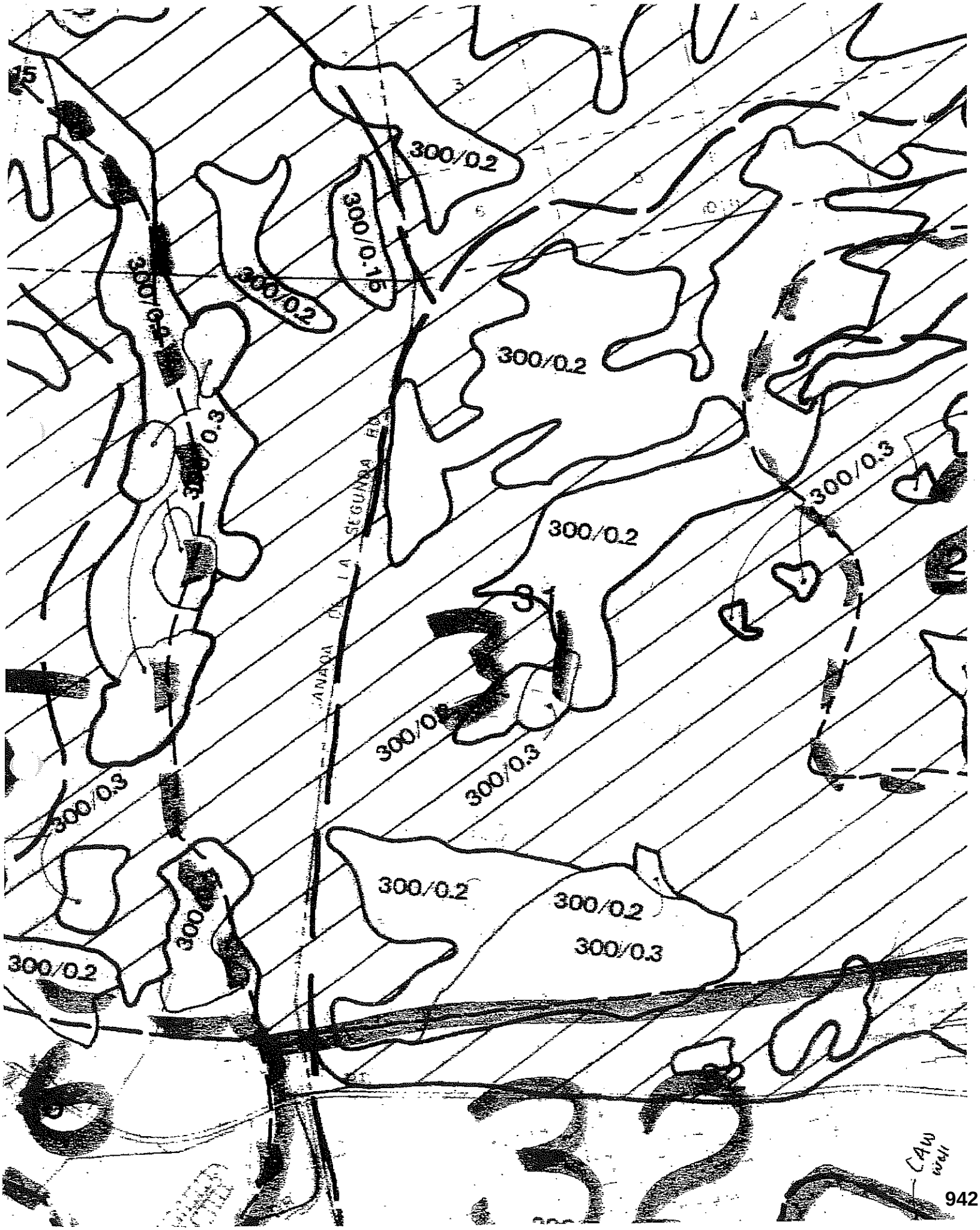
REMARKS:
Please note the intended water system (Note 3). Also, marked print of Montgomery study map showing project outlined in green. Please note that the entire area of small lots and Carmel Valley Manor are all shown in Sub Area 32, and in Drainfield restricted area. My review of Table 3-8 (Page 3-34) shows 31 suitable for 478dv increase, 32 suitable for 30dv increase.

Please call to arrange a site tour.

Sincerely,
BESTOR ENGINEERS, INC.

BY: _____
CARL L. HOOPER

CC: Nader Agha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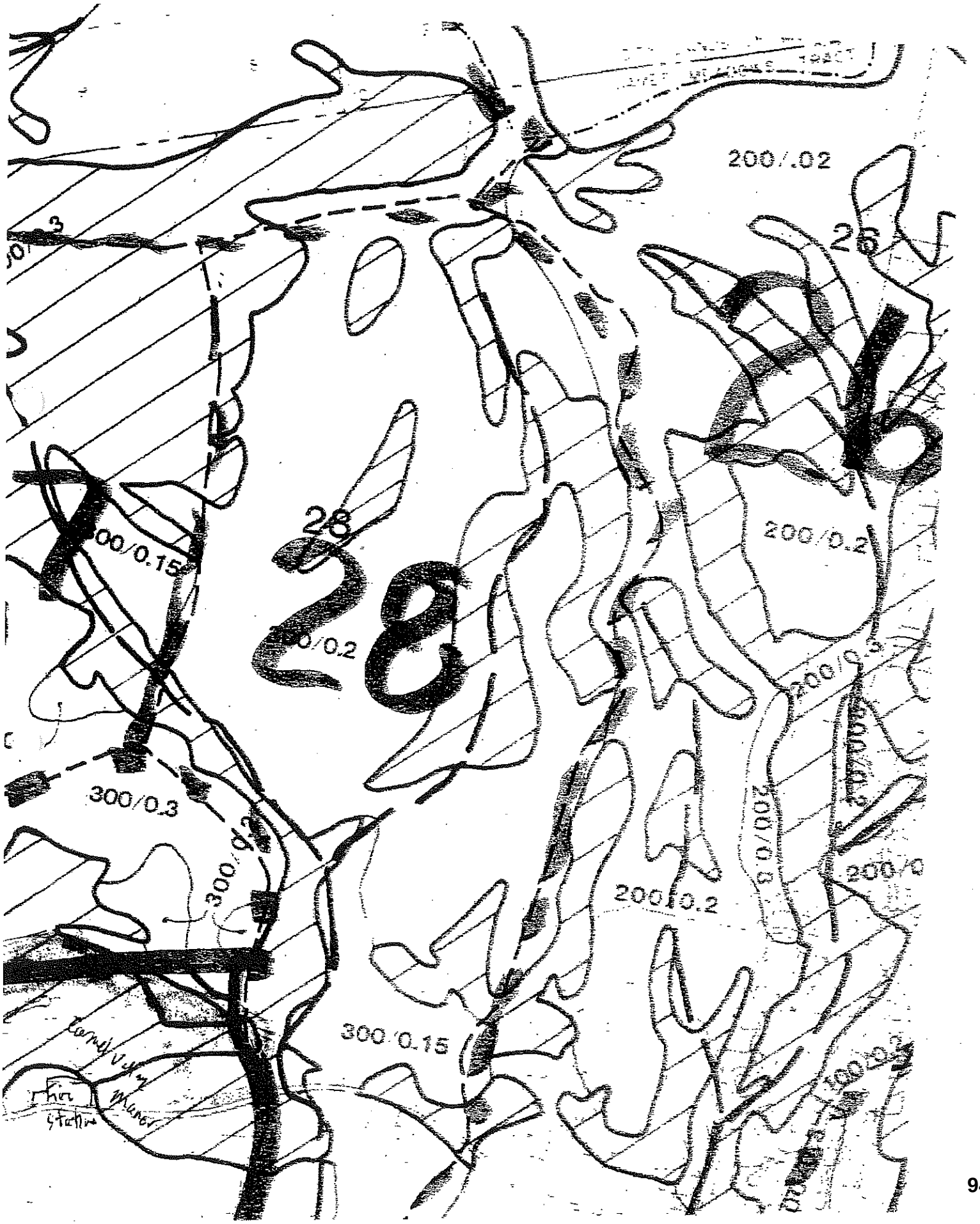
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Carmel Valley Manor
Fire station

Exhibit D

WATER CREDIT APPLICATION PROPOSAL

August 15, 1998

Darby Furest, General Manager
Monterey Peninsula Water Management District
187 El Dorado Street
Monterey, CA 93940

Dear Darby:

This application request is made pursuant to our discussion regarding the water credit for Vista Nadura Equestrian Center at 8767 Carmel Valley Road, Carmel, California 93923. This facility had the use of Cal-Am Water gratis for many decades in exchange for easements for main water pipe lines. Nine years ago, Cal-Am decided to commence charging for that water supply. These charges escalated yearly to a point of unreasonable excess.

It is primarily this situation which has lead to our decision to terminate permanently the operation of a horse facility and to obtain water credit for home construction. This would bring about a permanent reduction in water usage which at this time is an average of 2.5 acre feet and as high as 5 acre feet. This permanent reduction in Cal-Am water use would be accomplished by:

1. The permanent removal of the horse operation;
2. Removal of all of the horse drinking fixtures;
3. Removal of all of the paddocks;
4. The use of the District's rules for new construction to reduce and minimize water usage by applying the District's fixture unit methodology;
5. Utilizing the on-site well for landscaping;
6. Agreeing to a deed restriction that the property would not be used for an equestrian center unless and until Cal-Am has secured a reliable and legal supply of water consistent with all state laws and requirements.

I trust this will meet with your approval.

Respectfully yours,

Nader Agha

Monterey Peninsula Water Management District

Water Use Credit Application

IMPORTANT: Applicant must provide sufficient information for District staff to quantify the water credit. Evidence of permanent removal of the previous use will be required. Evidence may include a Water Management District inspection report identifying the fixtures/use, building permits or demolition permits from the jurisdiction, and in some cases, video tapes or photographs of the abandoned use. District staff may request additional information as needed.

TYPE OF CREDIT REQUESTED (Please check one): ☒ Advance ☐ Abandonment within last 18 months

Advance notification of a water use to be abandoned allows reuse of the water credit for five years, with a possible extension for five years. Notification to the District following abandonment allows the credit to be used for 2 ½ years, with a possible 2 ½ year extension.

Applicant Information

Name: NADER AGHA Telephone No. (831) 646-1677

Mailing Address: P.O. BOX 3016 City: MONTEREY State: CA Zip: 93942-30

Property Information

Address: 8767 CARMEL VALLEY ROAD City: CARMEL, CA 93923

Property Owner's Name (if different from applicant): MASULA II LIVING TRUST, DURELL D. AGH TRUSTE

Assessor's Parcel Number (APN) 169-011-~~014~~ 009 015 Cal-Am Account Number: 020-782-5850-03-6

Previous Use: EQUESTRIAN CENTER

Date previous water use will be (~~was~~) abandoned: UPON RECORDATION of tentative ma for residental use or sooner.

Explain how water use capacity is being permanently abandoned on the site. Attach additional information as needed: SEE LETTER TO DARBY FUERST, GENERAL MANAGER OF MONTEREY PENINSULA WATER MANAGEMENT DISTRICT, DATED AUGUST 15, 1998 from NADER AGHA, attached.

If other source of water supply (i.e. well), please list the supply and identify the property where the supply is located: well, 169-011-015

PLEASE RETURN COMPLETED APPLICATION TO:

Monterey Peninsula Water Management District
PERMIT OFFICE
Post Office Box 85
Monterey, California 93942-0085

MPWMD
AUG 19 1998

For more information, please call (408)649-2500

169-011-015

MONTEREY PENINSULA
WATER MANAGEMENT DISTRICT
187 ELDORADO STREET • POST OFFICE BOX 85
MONTEREY, CA 93942-0085 • (831) 649-4866
FAX (831) 649-3678 • http://www.mpwmd.dst.ca.us

March 1, 1999

Mr. Nader T. Agha
Post Office Box 3016
Monterey, California 93942-3016

Subject: Water Credits for Vista Nadura Horse Stables and Training Facility.

Dear Mr. Agha:

This letter is in response to your August 15, 1998 request for documentation of water credits for the Vista Nadura horse stables and training facility at 8767 Carmel Valley Road, Carmel Valley On December 17, 1998, following a request by District staff for further information about the commercial use of the property, you provided various documents to the District to prove that the stable and training facility has been operated as a commercial use. District staff has reviewed the information that you submitted and concurs that the facility is an active commercial use and, therefore, is eligible for a commercial water use credit upon abandonment of the use.

Based on an eight-year record of water provided by the California-American Water Company (Cal-Am) to the site, average annual use is estimated to be 2.43 acre-feet (**Enclosure 1**). Please note that, under normal circumstances, commercial water credits are calculated using the District's *Commercial Water Use Factors*. These factors, which are listed in Table 2 of District Rule 24, are used to estimate projected water use and compute associated connection charges. Historical Cal-Am water use was used to estimate the commercial water credit for the Vista Nadura horse stables and training facility because the District does not have s specific use factor for this type of commercial activity.

The final water credit would be reduced to provide water for the existing residence, and any other water fixtures supplied by Cal-Am, and by 15 percent as required by District Rule 25.5 as a contribution to the District's long-term water conservation goal. It is also noted in your application that you may use water from an existing onsite well for outdoor water uses. The replumbing of all outdoor water uses to the onsite well will reduce the amount of Cal-Am water needed to supply the existing residence. The final water use credit would be determined and made available when the existing commercial water use is permanently abandoned.

District Rule 25.5 outlines the process for receiving credit when water use capacity is abandoned on a site. A copy of this Rule 25.5 is enclosed for your review and records (**Enclosure 2**). The rule provides that staff "shall verify that the reduction is one which is permanent." Due to the unusual use of the property for horse boarding and training, a deed restriction will be necessary

to limit the future use of the property to a residential single-family dwelling with no livestock facilities. The deed restriction will be required before a water use credit is issued and following abandonment of the commercial use. The credit will be valid for sixty months, and can be extended for an additional sixty months if water savings on the site remain unused.

In the event that intensified water use is proposed on the site, the water use credit can be used to offset the water demand of the new use. Use of the credit on parcels other than the parcels listed above is restricted to property that is contiguous and under the same ownership and use. Commercial water use credits may also be transferred to other expanding commercial uses within the jurisdiction and may be transferred directly to Monterey County's public water account. Information about the transfer process is available at the District.

Documentation of water use credits does not constitute approval of any proposed future use of water on the site, nor does it approve the transfer of water credits to another site or to the jurisdiction. Determinations regarding development of the property for uses other than the existing uses will be made by Monterey County. The District's water credit process documents permanent abandonment of a water use on a site, but does not guarantee the ability to reuse the saved water. It should also be noted that future action of the District's Board of Directors following a noticed public hearing could modify the ability to obtain or use water use credits.

At your convenience, please call Gabriella Ayala to schedule an inspection of the property to document the residential water uses. She can be reached at 649-2500. Thank you for you patience and cooperation in this matter.

Sincerely,

Stephanie Locke
Water Demand Manager

enclosures

U:\darby\wp\demand\vista nadura

Cal-Am Water Consumption for Vista Nadura Horse Stables and Training Facility
(All values are in hundred cubic feet, unless noted otherwise)

Month	Calendar Year									Mean
	1990	1991	1992	1993	1994	1995	1996	1997	1998	
January		0	0	0	0	41	148	74	54	40
February		76	53	72	66	0	0	0	55	40
March		0	0	0	0	92	755	120	94	133
April		36	80	62	100	0	0	0	111	49
May		0	0	0	0	85	250	248	0	73
June		95	291	175	170	0	0	0	58	99
July		0	0	0	0	185	265	532	102	136
August	196	197	142	232	240	0	0	270	129	151
September	0	0	0	0	0	229	299	223	0	94
October	79	0	212	177	200	0	0	120	132	105
November	0	146	0	0	0	161	193	107	105	89
December	70	0	130	84	107	0	0	40	43	51
Total	345	550	908	802	883	793	1,910	1,734	883	1,058
Acre-feet	0.79	1.26	2.08	1.84	2.03	1.82	4.38	3.98	2.03	2.43

Source: California-American Water Company

Notes: Mean values are based on Cal-Am records for the period January 1991 through December 1998. One hundred cubic feet (Ccf) equals 748 gallons. One acre-foot equals 325,851 gallons.

Enclosure 1

RULE 25.5 WATER USE CREDITS

A. Except where a permit has been cancelled, returned or revoked under these Rules, a Person may receive a Water Use Credit for the permanent abandonment of some or all of the prior water use on that Site by one of the methods set forth in this Rule. A Water Use Credit shall enable the later use of that water on that same Site.

1. A Person may apply to the District for a Water Use Credit in advance of the abandonment of capacity for water use which that Person may cause on that Site. In such a circumstance, District staff (1) shall verify that the Reduction is one which is permanent, (2) shall quantify the capacity for water use which remains, (3) shall quantify the reduced water use (the abandoned capacity), (4) shall quantify the increment of reduction which exceeds the District's target of 15% conservation based upon the criteria used for the Water Allocation EIR, and (5) shall provide written confirmation of the Water Use Credit based upon the quantity set forth in element (4) above. Credit shall not be given for any reduction which occurs by reason of a District mandated or sponsored program (e.g. retrofit-on-resale). A Water Use Credit obtained pursuant to this method may be applied to, and shall allow future water use on that Site at any time within a period of 60 months. After the 60th month, renewal of this Water Use Credit shall be allowed only upon proof by the applicant that some or all water savings represented by that Credit are current. If all savings are not current, a pro-rata reduction shall occur. A single renewal period of 60 months shall be allowed; thereafter any remaining unused Water Use Credit shall expire. Water Use Credits shall not be transferrable to any other Site.

2. A Person who has not applied in advance to the District for a Water Use Credit (in advance of the abandonment of the capacity for water use) may still request that a Credit be given based on prior reductions in water use capacity which occurred on that Site within the preceding eighteen (18) months. In such a circumstance the applicant shall have the burden to quantify and verify both the reduction of water use capacity, and the date such reduction occurred. District staff shall determine the increment of reduction which exceeds the District's target of 15% conservation as set forth in the Allocation EIR and shall determine the effective date for that reduction in capacity for water use. Credit shall not be given for any reduction which occurs by reason of a District mandated or sponsored program (e.g. retrofit-on-resale); credit shall not be given for any reduction which was completed more than eighteen (18) months prior to the date of the application for the Water Use Credit. The quantity of water determined by staff to be available for a Water Use Credit under this method, once the Water Use Credit has been granted, may be applied to, and shall allow future water use on that Site within thirty (30) months from the date the reduction first occurred, and upon proof by the applicant that those water savings are still current. After the 30th month, renewal of this Water Use Credit shall be allowed only upon proof by the applicant that some or all water savings represented by that Credit are current. If all savings are not current, a pro-rata reduction shall occur. A single renewal period of thirty (30) months shall be allowed; thereafter any remaining Water Use Credit shall expire. Water Use Credits shall not be transferrable to any other Site. Residential Water Use Credits shall not be transferrable to any other Site.

3. A Water Use Credit shall provide the basis for issuance of a permit for an Intensified Water Use on that Site provided (1) the credit is current (has not expired), and (2) provided the abandoned capacity (saved water) forming the basis for the Water Use Credit is determined not yet to have been used on that Site. There shall be no connection charge assessed for the capacity for water used pursuant to any Water Use Credit. Connection charges, however, shall apply to the capacity for water use which exceeds the Water Use Credit, or for any expansion of use following the expiration of the Water Use Credit. No refund shall accrue by reason of water use reduction, or abandonment of capacity, whether or not reflected by a Water Use Credit. Issuance of a Water Use Credit shall not result in any change to a Jurisdiction's Allocation. Use of any Water Use Credit shall similarly not cause a change to a Jurisdiction's Allocation.

(Added by Ordinance No. 60 (6/15/92); amended by Ordinance No. 64 (10/05/92); amended by Ordinance No. 71 (12/20/93))

ANALYTICAL CHEMISTS
and
BACTERIOLOGISTS
Approved by State of California

KEN GALLOWAY
KINGSLEY PACKER

408 724-5422

[illegible] HIGHWAY
WATSONVILLE
CALIFORNIA

WHP41636

9

[illegible] 1953

[illegible] 1979

CERTIFIED ANALYTICAL REPORT

MATERIAL:		PUBLIC
IDENTIFICATION:	[illegible] 1979	HEALTH
REPORT:	Quantitative chemical analysis is as follows expressed as milligrams per liter where not otherwise stated:	DRINKING WATER LIMITS*
pH value (units):	7.95	10.6
Conductivity(micromhos/cm) :	1220	900
Carbonate Alk. (as $CaCO_3$) :	0	120
Bicarbonate Alk.(as $CaCO_3$) :	117	-
Total Alkalinity(as $CaCO_3$) :	117	-
Total Hardness (as $CaCO_3$) :	44.2	-
Total Dissolved Solids	866	500
Nitrate (as NO_3) :	0.1**	45
Chloride (Cl):	224	250
Sulfate (SO_4):	320	250
Fluoride (F):	3.8	1.0
Calcium (Ca):	4.46	-
Magnesium (Mg):	8.03	-
Potassium (K):	3.8	-
Sodium (Na):	204	-
Iron total(Fe):	0.94	0.3
Manganese (Mn):	0.08	0.05

** less than figure stated
* California Administrative Code; Title 22

The undersigned certifies that the above is a true and accurate report of the findings of this Laboratory.

Frank Shields

Analyst

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

WATER WELL DRILLERS REPORT

WO 3811

Do not fill in

No. 063904

State Well No.

Other Well No.

of Permit No.

Permit No. or Date 1378

(1) OWNER: Name Nader Agha

P.O. Box 643

Pebble Beach, Ca. Zip 93953

(2) LOCATION OF WELL (See instructions).

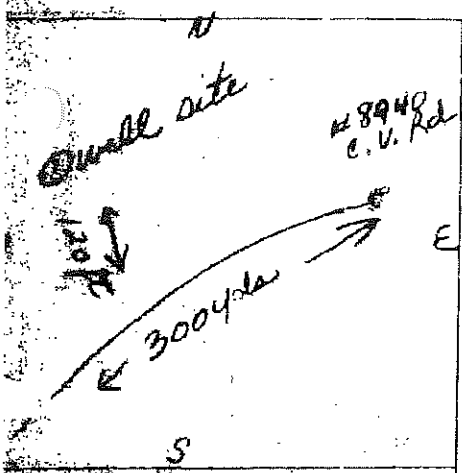
Monterey Owner's Well Number

If address is different from above AP169-011-10

Township Range Section

Distance from cities, roads, railroads, fences, etc. 300 yds west of 8940

Valley Rd & 120 ft North



WELL LOCATION SKETCH

(3) TYPE OF WORK:

New Well [X] Deepening [ ]

Reconstruction [ ]

Reconditioning [ ]

Horizontal Well [ ]

Destruction [ ] (Describe destruction materials and procedures in Item 12)

(4) PROPOSED USE:

Domestic [X]

Irrigation [ ]

Industrial [ ]

Test Well [ ]

Stock [ ]

Municipal [ ]

Other [ ]

(5) EQUIPMENT:

Reverse [ ]

Air [ ]

Bucket [ ]

(6) GRAVEL PACK:

Yes [X] No [ ] Size

Diameter of bore

Packed from 0 to 750 ft.

(7) INSTALLED:

Plastic [ ] Concrete [X]

(8) PERFORATIONS:

Type of perforation or size of screen

From ft.	To ft.	Dia. in.	Gage or Wall	From ft.	To ft.	Slot size
[illegible]	[illegible]	[illegible]	3/16			3/32
[illegible]	[illegible]	[illegible]	3/16	310	750	Fal Flo

(9) WELL SEAL:

Surface sanitary seal provided? Yes [X] No [ ] If yes, to depth 50 ft.

Strata sealed against pollution? Yes [ ] No [ ] Interval ft.

Method of sealing Concrete w/60 ft 3" gravel shute

(10) WATER LEVELS:

Depth of first water, if known ft.

Static level after well completion ft.

(11) WELL TESTS:

Well test made? Yes [ ] No [X] If yes, by whom?

Test Pump [ ] Bailer [ ] Air lift [ ]

Depth to water at start of test ft At end of test ft

Discharge gal/min after hours Water temperature

Chemical analysis made? Yes [ ] No [ ] If yes, by whom?

Analysis has made? Yes [ ] No [ ] If yes, attach copy to this report

(12) WELL LOG: Total depth 974 ft. Depth of completed well 760 ft.

from ft.	to ft.	Formation (Describe by color, character, size or material)
0'	3'	Top soil
3'	28'	Chalk rock brown
28'	42'	Chalk rock & some sand
42'	44'	Chalk rock
44'	68'	Sand
68'	88'	Sand - hard
88'	108'	" "
108'	158'	" "
158'	170'	Sand/blue shale/some clay
170'	188'	Hard sand/granite
188'	208'	Clay & shale & hard sand
208'	228'	Brown shale, hard sand
228'	248'	Blue clay & sand streaks
248'	268'	Sand/streaks blue clay, shale
268'	275'	Blue clay, streaks sand & shale
275'	288'	Brown clay
288'	294'	Fine sand
294'	310'	" "
310'	315'	Coarse sand/streaks clay
315'	368'	Coarse sand
368'	388'	Hard sand
388'	408'	" "
408'	428'	Sand & boulders
428'	448'	Sand, boulder, shale
448'	508'	" " "
508'	528'	White fine sand
528'	548'	" " "
548'	551'	Clay gray & fine sand
551'	558'	White fine sand, some clay
558'	628'	Fine white sand
628'	658'	" " "
658'	673'	" " "
673'	688'	Fine sand & clay
688'	708'	Fine sand hard
708'	728'	" " "
728'	750'	Fine sand

CONTINUED ON FORM #063905

Work started 4/19 19 78 Completed 5/27 19 78

WELL DRILLER'S STATEMENT:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

SIGNED Aaron Thornton (Well Driller)

NAME SALINAS PUMP CO. (Person, firm, or corporation) (Typed or printed)

Address 1128 Madison Lane

City Salinas, Ca. Zip 93903

License No. 273053 Date of this report 5/31/78

(REV. 7-76) IF ADDITIONAL SPACE IS NEEDED, USE NEXT CONSECUTIVELY NUMBERED FORM

CARL L. HOOPER, R.C.E.
JOHN M. VAN ZANDER, R.C.E., L.S.
H. PATRICK WARD, R.C.E., L.S.
JAMES A. WURZ, R.C.E.

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 • SALINAS 424-7681 • FAX 649-4118

25 April 2000

MONTEREY COUNTY PLANNING DEPARTMENT
P.O. Box 1208
Salinas, CA 93903

Attn: Mimi Whitney

Re: Vista Nadura, Carmel Valley

Dear Mimi:

Enclosed is the revised 20 Lot Tentative Map for subject project, a follow-up on our August 1999 discussion and site tour. I recognize that you have been shifted to General Plan portion of staff and this letter will be passed on to a newly assigned planner. Please have that planner call me. The following changes have been made:

1. Project is separated into two phases to limit traffic to match current daily trips generated by the existing equestrian operation – 60 trips per day. Six lots of Phase 1 will generate that, at 10 trips per day per home. These are Lots 1-4 and 18-19.

2. Water usage by Phase 1, six single-family lots, will be approximately 6x0.32AFY = 1.92AFY. Historic use, by equestrian operation, as shown by MPWMD (Letter from Stephanie Locke, 1 Mar 99) is 4.23AFY. Dedication of 15% for conversion leaves 3.60AFY, leaving 1.6AFY for future use when traffic limitation is lifted. This would allow five additional homes or alternately, 0.114AF of quality critical water for each of the 14 homes of Phase 2. This would be piped to kitchens, laundry, showers and wash basins in each of these 14 homes.

3. Outdoor water and water for toilet flushing for Phase 2 can be supplied by a new mutual water company to serve Lots 5-17 and 20. This would be a 14 member mutual, served by the existing 1978 well, a new tank on upper slope, and separate main from Cal Am service. This mutual will provide the probable 0.21AF per home for these non-quality critical uses, since this 1978 well has had a history of high iron and manganese, and occasional tests of high nitrates. Note that this system will not be placed into operation with Phase 1.

4. Lot lines in Lot 15-19 area are tweaked to place fences more nearly normal to contours.

5. West end (Lots 1 to 4) are served directly from Carmel Valley Road via existing easement on Lutheran Church property. Connecting road between this group and the cul-de-sac from the east end is deleted, eliminating one creek crossing. Only driveway to mutual water tank will extend west from cul-de-sac.

6. The Qoa (alluvium) area of lots 5-12 and of Lots 16-20 was tested for percolation in 1980 Tentative Map and was proven adequate for community septic tanks and disposal fields to serve several dozen homes in the 1980 Tentative Map (shale) areas to the north. The area of Lots 1-4 is also alluvium, but has not been perc tested.

7. The only questionable geology item is possible Quaternary landslides (Ql's) on the upper portion of Lots 9-13. This was shown on Geoconsultants 1978 report, but does not appear on Rosenberg et al 1997 mapping. It will be fully examined prior to development of Phase 2. If a problem is proven to exist, those several lots will be relocated into the flat Lot 20 area. This does not in any way affect Phase 1, which is the only portion that we anticipate to be approved for recordation in the year 2000.

8. Drainage mitigations for total 20 lots will consist of the three detention basins shown:

Location	Nat'l Area	Road Area x 1000 sf	Lot Imperv. x 1000 sf	Increased cfs	Pond Vol, AF
Lot 1	12 ac	1	4 @ 7	0.8	0.1
Lot 5	27 ac	61	10 @ 7	5	0.4
Lot 19	11 ac	26	5 @ 7	1.7	0.2

(Subject to final drainage report based on final design)

Detained discharge from each will be:
Lot 1 – To Church parking lot pavement.
Lot 5 – Sheet flows on to existing lots to south.
Lot 19 – To County culvert under Carmel Valley Road.
Lot 20 – To westbound Carmel Valley ditch.

9. I assume that application fee will be re calculated based only on 6 lots that can be approved this year.

Sincerely,
BESTOR ENGINEERS, INC.

Carl L. Hopper

Cc: Nader Agha

Enclosure
W.O. 3782.02
CLH/sb.7941VistaNaduraWhitney378202.doc

BESTOR ENGINEERS, INC. 9701 BLUE LARKSPUR LANE MONTEREY, CALIFORNIA 93940

CARL L. HOOPER, R.C.E.
JOHN M. VAN ZANDER, R.C.E., L.S.
H. PATRICK WARD, R.C.E., L.S.
JAMES A. WURZ, R.C.E.

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 · SALINAS 424-7681 · FAX 649-4118

6 March 2001

MONTEREY COUNTY PLANNING & BUILDING
P.O. Box 1208
Salinas, CA 93903

Attn: Mimi Whitney

RE: Vista Nadura,
Carmel Valley (Agha)

Dear Mimi:

In response to your letter dated 21 December 2000, Mr. Agha has requested that we proceed with a formal application for consideration on its merits.

As discussed in my 25 April 2000 letter, we are of the opinion that only six lots can be approved without causing an increase in traffic, so we suggest that the Tentative Map still address a six lot subdivision. We do feel, however, that the total 20 homes should be addressed in any environmental documents, anticipating a probable limitation to six until improvements to Highway 1 and Carmel Valley Road can adequately mitigate the ultimate 14 additional homes.

Enclosed are the applicable documents to proceed with a formal application:

1. Prints of the Tentative Map

2. Copy of Water Management District letter, (Stephanie Locke) 1 March 1999 acknowledging 2.43 AF existing commercial use water credits of which 85% or 2.065 AF can be released for subdivision use upon cessation at commercial horse operation.

3. Water Well data – Drillers log (Aaron Thornton, 31 May 1978) E-log dated May 4 and 15, 1978, annotated to show TDS at various depths. Total depth was 978' (965 by logger). TDS varied from 570 at 140' – 190', 700-750 TDS at 210' to 650', and increased to 1,000 TDS at 950'. Perforations were at 310 to 750. I can't find official pump test report, but my personal notes dated 16 November 1978 show "pumped 3 days, now at 30 gpm, tastes good, clear. Sent to Watsonville" (Soil Contract Lab) SCL report dated 2 April 1979 (Ken Galloway) showed TDS at 866, hardness at 44.2, very low nitrates (0.1), and only Fe (0.94) and Mn (0.08) exceeding allowable limits. We also have a 12 page report from Bob Barminski dated 7 April 1997 showing TDS at 870, nitrates inexplicably at 54 (was previously 0.1?) Fe at 0.83, and slightly high SO_4. These are the reasons we have suggested dual systems, with well water irrigation and flushing toilets, but Cal-Am for other uses.

4. Copy of percolation test reports dated 1980 showing following results:

   Lot 6 (of current plan) - Boring #27, showing no ground water at 25' depth, and 3.7 iph percolation rate

Lot 17/18 (of current plan) – Boring #16 showing no ground water at 25 feet depth, and 3.76 iph percolation rate

Above church (Lots 1 through 4 of current plan) – Boring #29, showing no ground water at 25 feet depth, and 7.8 iph percolation rate

Since these cover the full width of property, all with better than adequate results, we suggest that they provide ample evidence to preclude the need for any further testing.

5. Copy of GeoConsultants 14 April 1978 Preliminary Geological Investigation, which covered the whole 1,350 acres. The only truly germane issue is the Qls (landslide) area, which partially encroaches into lots 8 – 13 in Phase 2 of this subdivision. This is shown on GeoConsultants Figure 2, Geologic Map, and in Figure 4, Geologic cross section A-A, and is discussed on page 8. This was also discussed in my letter to you dated 25 April 2000, at paragraph 7, where I commented that it does <u>not</u> appear on Rosenberg, et al, 1997 map 97-30. (marked copy enclosed)

6. Preliminary Drainage Analysis is enclosed, showing adequacy of the detention basins shown on Tentative map, and commenting on inadequate effect to warrant offsite storm drain to the Carmel River.

7. As you are aware, we had an EIR in 1980, which covered botanical and biological matters. Nothing is changed regarding those.

Please inform me of the required filing fees, and Mr. Agha will promptly provide those so that the process can proceed.

Sincerely,
BESTOR ENGINEERS, INC.

Carl L. Hopper

cc Nader Agha

Enclosure
W.O. 3782.01
CLH/ab.8681MoCoWhitneyVistaNadura378201.doc

BESTOR ENGINEERS, INC. 9701 BLUE LARKSPUR LANE MONTEREY, CALIFORNIA 93940

Exhibit E

Kelly
PLN 990274

California-American Water Company

Monterey Division
50 Ragsdale Dr., Suite 100, P.O. Box 951 • Monterey, CA 93942-0951

October 23, 2002

Nader Agha
P.O. Box 221337
Carmel, Ca. 93922

RE:APN 169-011-009-000

Dear Mr. Agha:

This letter is to advise that the referenced property is located within the California-American Water Company (Cal-Am) service area. Cal-Am will serve water to this lot under the provisions of the rules, regulations and tariffs of the California Public Utilities Commission (CPUC) and in accordance with all applicable rules, regulations and ordinances and restrictions of the Monterey Peninsula Water Management District (MPWMD) and/or any other regulatory agency with jurisdiction. The applicant for water service must comply with all Cal-Am rules and regulations as are on file with the CPUC and must obtain all required permits and pay all required fees as a condition of service.

This proposal to serve water is valid for an indefinite period of time, is subject to water availability to Cal-Am and to changes or modifications as approved, adopted or directed by the CPUC and/or the MPWMD.

Sincerely,

Kathi Maschio
Water Conservation Specialist

Administration Customer Service Fax

Exhibit F

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 · SALINAS 424-7681 · FAX 649-4118

15 April 2003

MONTEREY COUNTY HEALTH DEPARTMENT
1270 Natividad Road
Salinas, CA 93906
Via Fax: 755-4880

Attn: Roger Beretti

Re: Vista Nadura, PLN 990274
Carmel Valley (Agha)

Dear Mr. Beretti:

In your letter to Nader Agha dated 11/4/02, you stated in paragraph two that a hydrogeologic report would be required to demonstrate the existence of a long term water supply. Mr. Agha urges you to reconsider that requirement, on the basis of the historic land uses on the site, and their related water consumption:

a. Domestic water has been supplied to the property by Cal-Am for many decades. A letter from Stephanie Locke at the Water Management District dated 3/1/99 (copy attached) stated that the District was satisfied that historic Cal-Am use over an eight-year period established an average annual use of 2.43AF/yr.

b. The existing well was drilled by Salinas Pump Company in 1978 (750 feet plus deep, ceased to 750, perforated 310 to 750, and equipped with a 40gpm pump). It has been used for most of the intervening 25 years for irrigation and for dust suppression in the riding rings and paddocks. Most probable usage has been five to seven acre feet per year. This well produces water at 870 ppm TDS, slightly high in sulfate (280) and iron (0.83). It is intended to be used for irrigation and sub-potable interior uses (primarily for toilets) at an average of 0.217AF/yr., whereas the Cal-Am water supply can be used at an annual average of 93gpd per residence for drinking, cooking, showering, and laundry purposes (0.103AF/yr per residence).

Gross use will thus remain within the current and historic total use of about 0.32AF/yr. per dwelling, or a total of 6.4AF/yr. for the 20-lot project. There is a potential net reduction of 1 to 3AF/yr.

Note that the well perforations start at 310, below the shales and clays that occur from 158 to 288, a potentially effective aquaclude that could prevent annual variations in shallower acquifers from having any effect. The sands that provide water to this well then extend for more than 440 feet of thickness. This also affects the total absence of nitrates as exhibited in the 1979 report.

Sincerely,
BESTOR ENGINEERS, INC.

Carl L. Hooper

cc: Nader Agha

Enclosures
W.O. 3782.01
CLH/mr.Rocha/Marie/Carl/10557VistaNaduraHydrogeologic378201.doc

MONTEREY PENINSULA
WATER MANAGEMENT DISTRICT
187 ELDORADO STREET • POST OFFICE BOX 85
MONTEREY, CA 93942-0085 • (831) 649-4866
FAX (831) 649-3678 • http://www.mpwmd.dst.ca.us

March 1, 1999

Mr. Nader T. Agha
Post Office Box 3016
Monterey, California 93942-3016

Subject: Water Credits for Vista Nadura Horse Stables and Training Facility.

Dear Mr. Agha:

This letter is in response to your August 15, 1998 request for documentation of water credits for the Vista Nadura horse stables and training facility at 8767 Carmel Valley Road, Carmel Valley. On December 17, 1998, following a request by District staff for further information about the commercial use of the property, you provided various documents to the District to prove that the stable and training facility has been operated as a commercial use. District staff has reviewed the information that you submitted and concurs that the facility is an active commercial use and, therefore, is eligible for a commercial water use credit upon abandonment of the use.

Based on an eight year record of water provided by the California-American Water Company (Cal-Am) to the site, average annual use is estimated to be 2.43 acre-feet (**Enclosure 1**). Please note that, under normal circumstances, commercial water credits are calculated using the District's *Commercial Water Use Factors*. These factors, which are listed in Table 2 of District Rule 24, are used to estimate projected water use and compute associated connection charges. Historical Cal-Am water use was used to estimate the commercial water credit for the Vista Nadura horse stables and training facility because the District does not have s specific use factor for this type of commercial activity.

The final water credit would be reduced to provide water for the existing residence, and any other water fixtures supplied by Cal-Am, and by 15 percent as required by District Rule 25.5 as a contribution to the District's long-term water conservation goal. It is also noted in your application that you may use water from an existing onsite well for outdoor water uses. The replumbing of all outdoor water uses to the onsite well will reduce the amount of Cal-Am water needed to supply the existing residence. The final water use credit would be determined and made available when the existing commercial water use is permanently abandoned.

District Rule 25.5 outlines the process for receiving credit when water use capacity is abandoned on a site. A copy of this Rule 25.5 is enclosed for your review and records (**Enclosure 2**). The rule provides that staff "shall verify that the reduction is one which is permanent." Due to the unusual use of the property for horse boarding and training, a deed restriction will be necessary

to limit the future use of the property to a residential single-family dwelling with no livestock facilities. The deed restriction will be required before a water use credit is issued and following abandonment of the commercial use. The credit will be valid for sixty months, and can be extended for an additional sixty months if water savings on the site remain unused.

In the event that intensified water use is proposed on the site, the water use credit can be used to offset the water demand of the new use. Use of the credit on parcels other than the parcels listed above is restricted to property that is contiguous and under the same ownership and use. Commercial water use credits may also be transferred to other expanding commercial uses within the jurisdiction and may be transferred directly to Monterey County's public water account. Information about the transfer process is available at the District.

Documentation of water use credits does not constitute approval of any proposed future use of water on the site, nor does it approve the transfer of water credits to another site or to the jurisdiction. Determinations regarding development of the property for uses other than the existing uses will be made by Monterey County. The District's water credit process documents permanent abandonment of a water use on a site, but does not guarantee the ability to reuse the saved water. It should also be noted that future action of the District's Board of Directors following a noticed public hearing could modify the ability to obtain or use water use credits.

At your convenience, please call Gabriella Ayala to schedule an inspection of the property to document the residential water uses. She can be reached at 649-2500. Thank you for you patience and cooperation in this matter.

Sincerely,

Stephanie Locke
Water Demand Manager

enclosures

U:\darby\wp\demand\vista nadura

ANALYTICAL CHEMISTS
and
BACTERIOLOGISTS
Approved by State of California

KEN GALLOWAY
KINGSLEY PACKER

408 724-5422

224 HIGHWAY
WATSONVILLE
CALIFORNIA

WHP41636

9

[illegible] 1953

[illegible] 1979

CERTIFIED ANALYTICAL REPORT

MATERIAL:
IDENTIFICATION: [illegible] March 1979
REPORT: Quantitative chemical analysis is as follows expressed as milligrams per liter where not otherwise stated:

		PUBLIC HEALTH DRINKING WATER LIMITS*
pH value (units):	7.95	10.6
Conductivity(micromhos/cm) :	1220	900
Carbonate Alk. (as $CaCO_3$) :	0	120
Bicarbonate Alk.(as $CaCO_3$) :	117	-
Total Alkalinity(as $CaCO_3$) :	117	-
Total Hardness (as $CaCO_3$) :	44.2	-
Total Dissolved Solids	866	500
Nitrate (as NO_3) :	0.1**	45
Chloride (Cl):	224	250
Sulfate (SO_4):	320	250
Fluoride (F):	3.8	1.0
Calcium (Ca):	4.46	-
Magnesium (Mg):	8.03	-
Potassium (K):	3.8	-
Sodium (Na):	204	-
Iron total(Fe):	0.94	0.3
Manganese (Mn):	0.08	0.05

** less than figure stated
* California Administrative Code; Title 22

The undersigned certifies that the above is a true and accurate report of the findings of this Laboratory.

Frank Shield

Analyst

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

WATER WELL DRILLERS REPORT

WO 3811

Do not fill in

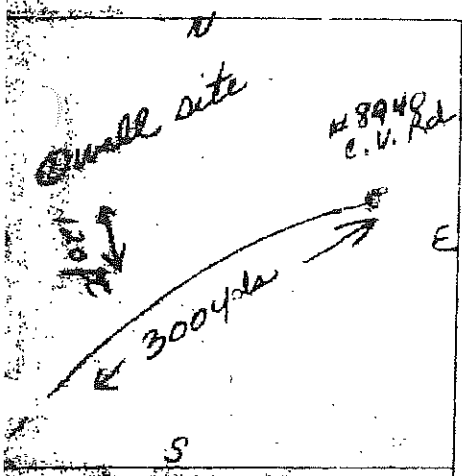
No. 063904

State Well No.
Other Well No.

Permit No. or Date 1378

(1) OWNER: Name Nader Agha
P.O. Box 643
Pebble Beach, Ca. Zip 93993

(2) LOCATION OF WELL (See instructions).
Owner's Well Number
Address if different from above AP169-011-10
Range Section
300 yds west of 8940
Valley Rd & 120 ft North



WELL LOCATION SKETCH

(3) TYPE OF WORK:
New Well ☒ Deepening ☐
Reconstruction ☐
Reconditioning ☐
Horizontal Well ☐
Destruction ☐ (Describe destruction materials and procedures in Item 12)

(4) PROPOSED USE:
Domestic ☒
Irrigation ☐
Industrial ☐
Test Well ☐
Stock ☐
Municipal ☐
Other ☐

(5) EQUIPMENT:
☒ Reverse ☐
☐ Air ☐
☐ Bucket ☐

(6) GRAVEL PACK:
Yes ☒ No ☐ Size
Diameter of bore
Packed from 0 to 750 ft.

(7) INSTALLED:
Plastic ☐ Concrete ☒

(8) PERFORATIONS:
Type of perforation or size of screen

From ft.	To ft.	Dia. in.	Gage or Wall	From ft.	To ft.	Slot size
[illegible]	[illegible]	[illegible]	1/16			3/32
[illegible]	[illegible]	[illegible]	1/16	310	750	Fal Flo

(9) WELL SEAL:
Surface sanitary seal provided? Yes ☒ No ☐ If yes, to depth 50 ft.
Strata sealed against pollution? Yes ☐ No ☐ Interval ft.
Type of sealing Concrete w/60 ft 3" gravel shute

(10) WATER LEVELS:
Depth of first water, if known ft.
Static level after well completion ft.

(11) WELL TESTS:
Was test made? Yes ☐ No ☒ If yes, by whom?
Type of test Pump ☐ Bailer ☐ Air lift ☐
Depth to water at start of test ft. At end of test ft.
Discharge gal/min after hours Water temperature
Was test made? Yes ☐ No ☐ If yes, by whom?
Was test made? Yes ☐ No ☐ If yes, attach copy to this report

(12) WELL LOG: Total depth 974 ft. Depth of completed well 740 ft.

from ft.	to ft.	Formation (Describe by color, character, size or material)
0'	3'	Top soil
3'	28'	Chalk rock brown
28'	42'	Chalk rock & some sand
42'	44'	Chalk rock
44'	68'	Sand
68'	88'	Sand - hard
88'	108'	" "
108'	158'	" "
158'	170'	Sand/blue shale/some clay
170'	188'	Hard sand/granite
188'	208'	Clay & shale & hard sand
208'	228'	Brown shale, hard sand
228'	248'	Blue clay & sand streaks
248'	268'	Sand/streaks blue clay, shale
268'	275'	Blue clay, streaks sand & shale
275'	288'	Brown clay
288'	294'	Fine sand
294'	310'	" "
310'	315'	Coarse sand/streaks clay
315'	368'	Coarse sand
368'	388'	Hard sand
388'	408'	" "
408'	428'	Sand & boulders
428'	448'	Sand, boulder, shale
448'	508'	" " "
508'	528'	White fine sand
528'	548'	" " "
548'	551'	Clay gray & fine sand
551'	558'	White fine sand, some clay
558'	628'	Fine white sand
628'	658'	" " "
658'	673'	" " "
673'	688'	Fine sand & clay
688'	708'	Fine sand hard
708'	728'	" " "
728'	750'	Fine sand

CONTINUED ON FORM 4063905

Work started 4/19 19 78 Completed 5/27 19 78

WELL DRILLER'S STATEMENT:
This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

SIGNED Aaron Thornton
(Well Driller)

NAME SALINAS PUMP CO.
(Person, firm, or corporation) (Typed or printed)

Address 1128 Madison Lane
City Salinas, Ca. Zip 93907
License No. 273053 Date of this report 5/31/78

IF ADDITIONAL SPACE IS NEEDED, USE NEXT CONSECUTIVELY NUMBERED FORM

MONTEREY COUNTY

PLANNING AND BUILDING INSPECTION DEPARTMENT

☐ 240 CHURCH ST. RM 116, SALINAS, CA 93901 PLANNING: (831) 755-5025 BUILDING: (831) 755-5027 FAX: (831) 755-5487
MAILING ADDRESS: P. O. BOX 1208, SALINAS, CA 93902
☐ MONTEREY COURTHOUSE, 1200 AGUAJITO ROAD, RM 003, MONTEREY, CA 93940 (831) 647-7620 FAX: (831) 647-7877

Celebrating 150 Years
MONTEREY COUNTY CALIFORNIA
1850

December 21, 2000

Mr. Nader Agha
542 Lighthouse Ave.
Pacific Grove, CA 93950

Subject: Update of proposed Tentative Map – Vista Nadura

Dear Mr. Agha:

As you know, the Board of Supervisors adopted a Resolution on October 19, 1999 that precludes the Planning and Building Inspection Department from recommending approval of residential subdivisions in Carmel Valley. The Board extended this policy to March 28, 2001 and may extend it again if Caltrans has not developed an alternative plan to increase capacity on State Highway 1 and/or alternative plans have not been prepared to address deficient segments of Carmel Valley Road.

A determination was made by the Board that subdivision applications received prior to October 19, 1999 could proceed, based on their individual merits. Your Request for Application was submitted on June 10, 1999.

At this time, I would recommend that you consider filing your application with the knowledge that an Environmental Impact Report will be required. Planning staff would oversee the Scope of Work and a Request for Proposal would be prepared to send out to qualified EIR preparers. The primary issues to be addressed would include traffic and circulation, water availability, biology, visual impacts, grading, drainage, erosion control, geology and soil stability, archaeology, tree removal, public facility impacts and general plan policies related to Carmel Valley.

Should you have any questions regarding this process, please contact me.

Regards,

Mimi Whitney, AICP
Sr. Planner
(831) 755-5866
whitneym@co.monterey.ca.us

C/Carl Hooper

Exhibit G

30

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 · SALINAS 424-7681 · FAX 649-4118

28 October 2002

MONTEREY COUNTY HEALTH DEPARTMENT
1270 Natividad Road
Salinas, CA 93906

Attn: Roger Beretti

Re: Vista Nadura

Dear Roger:

We have scheduled Central Coast Drilling (Craig Lambert 469-7524) to drill perc test holes for the Subject 20 Lot Subdivision on November 5th and 6th. We need your direction on depth of holes. Sites will be staked on or about Friday, November 1st. The enclosed mark-up of the Tentative Map shows the proposed holes.

Note that we show one test on each of Lots 1 through 19, and three tests on Lot 20, for evaluation of potential treatment plant effluent, in the event individual lot drain fields are found to be inadequate.

Note that none of the building sites should require drainfields on slopes exceeding 30%, revealing that Montgomery's evaluation was not correct. The perc rates will speak for themselves.

Please call.

Sincerely,
BESTOR ENGINEERS, INC.

Carl L. Hooper

Cc: Nader Agha

W.O. 3782.01
CLH/mr.10277VistaNadura378201.doc

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING · SURVEYING · LAND PLANNING
9701 BLUE LARKSPUR LANE MONTEREY CALIFORNIA 93940

JOB 3782.01
SHEET NO. OF
CALCULATED BY DATE Nov 02
CHECKED BY CLH DATE
SCALE

Vista Nadura Perc Rates

LOT	Final, in/hr		
1	2.52	(30')	1972 test 7.2 iph
2	1.6		
3	1.8		
4	3.2		
5	1.8 (Future Detention Pond on Lot)	(30')	
6	6.48		1972 test 3.8 iph
7	3.24		
8	4.32		
9	4.82		
10	5.4		
11	3.72		
12	4.68		
13	5.4		
14	1.8	(30')	
15 *	0.94 — Test Hole was 2.04"/hr		
16	4.32		
17	9.6		
18	4.08		1972 test 3.7 iph
19	2.64	(30')	
20 C	2.6 (100' N of CV Rd, 100' W of Dood Rd)	(30' deep) - (No Water)	
20 B	2.4 (100' N of CV Rd, 300' W of Dood)		
20 A	2.4 (80' N of CV Rd, 650' W of Dood		

All holes were drilled on Nov 5 and 6, 2002 by Craig Lambert of Central Coast Drilling
They were pre-soaked and perc tested on Nov 12, 13 and 14, 2002 by John Hulfpenney, under supervision of Carl Hooper of Bestor Engineering

* Note Min reading, 0.94 iph, indicates less than the minimum allowable rate for Lot 15. Test hole was on 28% slope. Probable house site is at elevation 265, 50' above test hole, and on flatter area.

31

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 · SALINAS 424-7681 · FAX 649-4118

6 November 2002

MONTEREY COUNTY HEALTH DEPARTMENT
1270 Natividad Road
Salinas, CA 93906
Via Fax: (831) 755-8929

Attn: Roger Berretti

Re: Vista Nadera, Carmel Valley

Dear Roger,

As stated in my letter to you last week, we have proceeded with drilling for the percolation tests and are starting to pre soak this afternoon, for perc tests to begin tomorrow, 7 November 2002. I will meet you onsite at your convenience. In the absence of comments about depth, we placed 10 foot holes on all lots, with 3 on Lot 20. We've put 6 at 20' depth for ground water observation in to upper 19 lots, and will have two at 30' in Lot 20.

Craig Lambert states that most have some clays, some gravels, and are basically colluvium. His logs will be available at the end of this week. We feel quite confident that the percolation test will prove successful.

Sincerely,
BESTOR ENGINEERS, INC.

CARL L. HOOPER

cc: Nader Agha

W.O. 3782.01
CLH/rd.10293VistaNadura3782.01.doc

35

1 0

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 · SALINAS 424-7681 · FAX 649-4118

1 October 2003

MONTEREY COUNTY HEALTH DEPARTMENT
1270 Natividad Road
Salinas, CA 93906

Attn: Roger Beretti

Re: Vista Nadura (Agha) Tentative Map
APN 169-011-009, 014, & 015
PLN 990274

Dear Roger:

Enclosed are copies of the November 2002 boring logs, Percolation Test data sheets, and key map showing the results of the 22 percolation tests. There are minor corrections from our 4/14/02 letter where exact times were incorrectly applied to the final percolation rate. All 22 holes exceed one-inch per hour (minimum was 1.08 on Lot 15).

Holes were drilled by Central Coast Drilling and logged by Craig Lambert on 11/5/02 and 11/6/02. 22 logs are also enclosed. Ten-foot holes were placed on each lot (three on Lot 20) for percolation. Additional 20-foot holes were placed on Lots 1, 5, 14, and 19. 30-foot holes were drilled at Lots 20A and 20C. No ground water was encountered (nor was any found later). No bedrock or shale were encountered.

All holes were pre-soaked on 11/13/02 or 11/14/02, then tested on 11/14/02 or 11/15/02. At your request, the holes that remained open (6, 2 and 3) were again pre-soaked on 6/9/03 and re-tested on 6/10/03. The enclosed tabulation shows the final percolation rates after four hours (third hour on one hole, which was refilled and gave erroneous result in the fourth hour). The lowest rate was 1.08 inches per hour (Lot 15), 1.8 (Lot 3) and 1.92 (Lot 2). Six holes were between two and three inches per hour, and the remaining 13 varied from 3.7 to 8.3 inches per hour. All tests indicate acceptable percolation rates for normal disposal trenches.

The three tests on Lot 20 (2.52, 2.76 and 2.08 inches per hour) would appear to make the flat area adjacent to Carmel Valley Road an ideal location for a master septic tank area, in the event that multi-family low income housing should be developed in lieu of the proposed 20-lot acre-minimum single family lots.

In view of the obviously acceptable drainfield tests, and considering the proven lack of nitrate problem (see our 6/5/03 letter to Mary Ann Dennis, copy attached), we ask that you notify Planning that the proposed 20-lot Tentative Map is acceptable as complete and ready for processing.

Sincerely,
BESTOR ENGINEERS, INC.

Carl L. Hooper

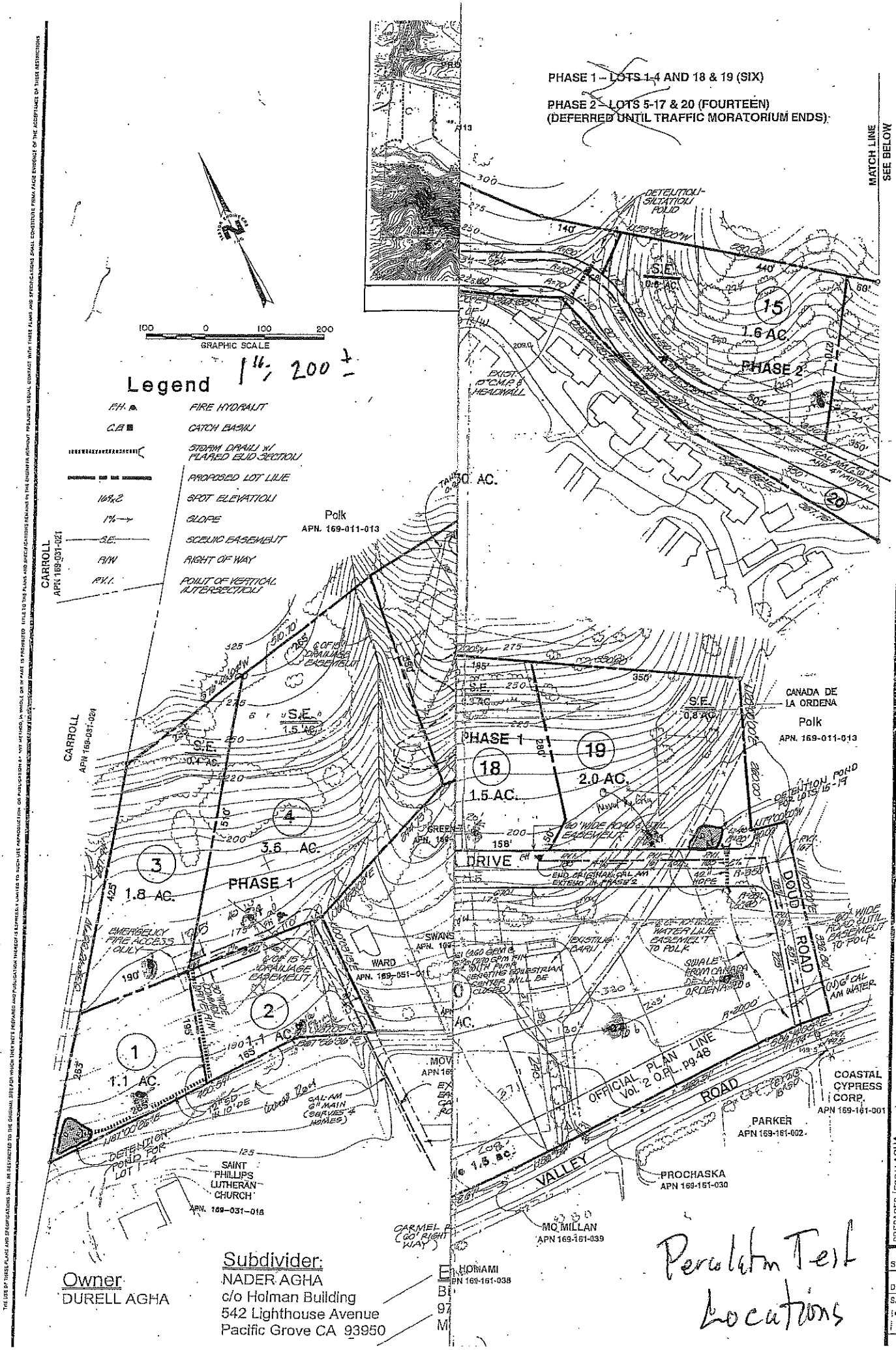
cc: Nader Agha
Robert Rosenthal

Enclosures
W O 3782 01
CLH:mr Rocha/Mario Carl-10943MoCoHealthDept378201 doc

VISTA NADURA
PERCOLATION TEST RESULTS
W.O. 3782.01
10/1/03

Lot	Perc Rate (inches per hour)	6/9/03 Re-test
1	2.28	
2	1.92	3.9
3	1.8	2.4
4	4.2	
5	2.64 (Future Det. Pond on Lot)	
6	8.28	8.8
7	3.72	
8	7.8	
9	5.16	
10	5.64	
11	3.72	
12	4.2	
13	5.64	
14	4.08 (30')	
15	1.08	
16	6.04	
17	8.13	
18	4.37	
19	2.76 (30')	
20C	2.52 (30' deep) (No water)	
20B	2.76	
20A	2.08	

All holes were drilled on 11/5/02 and 11/6/02 by Craig Lambert of Central Coast Drilling. They were pre-soaked and percolation tested on 11/12/02, 11/13/02 and 11/14/02 by John Halfpenny, under supervision of Carl Hooper of Bestor Engineers, Inc.



Owner
DURELL AGHA

Subdivider:
NADER AGHA
c/o Holman Building
542 Lighthouse Avenue
Pacific Grove CA 93950

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING — SURVEYING — LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940

DESIGNED BY
DRAWN BY CW / ELLIE 1/85
CHECKED BY
ENGINEER CARL L. HOOPER 6/99

6/99 REVISED LOT LAYOUT
4/00 CONVERTED TO TWO PHASES

PREPARED FOR: AGHA

TENTATIVE MAP OF VISTA NADURA
CARMEL VALLEY CALIFORNIA

SCALE: 1"=
DATE: JAN. 85
SHEET 1 OF 1

972

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 · SALINAS 424-7681 · FAX 649-4118

5 June 2003.

MONTEREY COUNTY HEALTH DEPARTMENT
1270 Natividad Road
Salinas CA 93906

Attn Mary Ann Dennis

Re: Carmel Valley Area 32
Moratorium – Nitrate

Dear Mary Ann:

We just received the enclosed report from Tom Lindberg at MPWMD for Schulte Road Observation Well.

Please note that Nitrates are shown to be less than 1.0 mg/l, versus allowable of 10 as NO3.

We believe that this is adequate proof that Montgomery fears in 1982 were overly cautious. We believe it is now time to reconsider the Sub-Area 32 prohibition against subdivision and ask that the Vista Nadura Vesting Tentative Map be deemed acceptable.

Sincerely,
BESTOR ENGINEERS, INC

Carl L. Hooper

cc: Nader Agha
Robert Rosenthal
Roger Berretti (Health Dept.)

W O 3782 01
CLH/th:Reception-My Documents-Carl 10494MoCoHealthDept37821.doc

MONTEREY PENINSULA
WATER MANAGEMENT DISTRICT
5 HARRIS COURT BLDG. G • P.O. BOX 85
MONTEREY, CA 93942-0085 • (831) 658-5600
FAX (831) 644-9560 • http://www.mpwmd.dst.ca.us

RECEIVED
JUN - 4 2003
DESTIR ENGINEERS, INC.
9201 BLUE LARKSPUR MONTEREY CA

TRANSMITTAL

TO: Carl Hooper
9-01 Blue Larkspur Lane
Monterey, CA 939-0

DATE: 5/28/2003

RE: Water Quality Record for Well on Schulte Road

WE ARE SENDING YOU:

- ____ DOCUMENTS
- X DOCUMENTS YOU REQUESTED
- ____ COPY OF LETTER
- ____ AGREEMENT OR CONTRACT
- ____ OTHER

THE ABOVE ITEMS ARE SUBMITTED:

- [X] At your request
- [ ] For your information and files
- [ ] For your approval
- [ ] Please review and comment
- [ ] For your action
- [ ] Please sign and return
- [ ] Please telephone me

REMARKS: The attached page includes water quality results for the well near the corner of Carmel Valley Road and Schulte Road for the period from October 10, 1991 through November 17, 2002. We're working out a couple of glitches in our Report program; specifically, results for orthophosphate that were below the detectable level of 0.03 mg/l were displayed as -0.03, and the dates for 2001 and 2002 were displayed as 1901 and 1902. In order to expeditiously process your request, I have taken the liberty of correcting these items by hand on your copy.

COPIES TO: file

BY: Thomas Lindberg
Thomas Lindberg

Please feel free to contact us if you have questions regarding these data.

CHEMICAL ANALYSIS OF GROUND WATER

(Values in milligrams per liter except where noted)

Well Name: SCHUTE

Assessor's Parcel Number:

Well Number: T16S/R1E 23E4

Reference Elevation (feet AMSL): 109.66

DATE	SPECIFIC CONDUCTANCE (µmhos/cm)	pH (Units)	CHLORIDE	AMMONIA NITROGEN as NH3	NITRATE as NO3	SULFATE	TOTAL ALKALINITY as CaCO3	IRON	MANGANESE	DEPTH TO WATER (feet)	CALCIUM	MAGNESIUM	SODIUM	POTASSIUM	ORGANIC CARBON	ORTHO PHOSPHATE
10/10/1997	1054		113	<0.10	< 0.5					35.9						
01/08/1992	909	7.1	75		3.0		218	--	-	35.1	4.19	1.96	4.20	.07	2.09	
04/08/1992	1030	--	78	3.75	3.8	313	242	1.30	0.72	28.5						
10/14/1992	10[illegible]	6.9	96	<0.10	2.0	159	262	4.40	0.71	33.8	4.94	1.81	4.13	.05	2.00	
04/07/1993	1091	6.9	180	<0.10	1.2	201	266	6.90	0.80	26.5	4.34	2.05	4.00	.07	2.00	
10/06/1993	112	7.3	102	<0.10	1.9	211	268	5.50	0.86	31.7	5.38	2.05	3.95	.06	1.80	
04/19/1994	1060	7.9	90	<0.05	< 1.0	152	278	1.60	0.83	28.2	4.64	1.89	4.13	.05	2.00	
10/12/1994	1100	7.0	92	<0.05	8.0	221	280	3.00	0.80	34.0	4.89	2.05	4.04	.06	2.20	
04/19/1995	1114	7.3	92	<0.05	2.0	178	270	3.30	0.82	--	4.99	1.97	3.82	.05	2.00	-
11/03/1995	1135	8.0	98	0.05	< 0.1	185	239	0.10	0.63	-	5.08	2.13	4.00	.05	2.40	.05
04/24/1996	1097	8.0	90	<0.05	2.0	168	263	1.80	0.76	--	4.79	2.13	3.74	.06	5.14	<.03
11/07/1996	1123	7.9	103	0.05	< 1.0	186	273	0.51	0.83	--	5.43	2.22	4.35	.06	5.40	.04
11/19/1997	1114	6.6	103	0.05	< 1.0	187	266	1.22	0.77	--	4.99	2.46	4.00	.05	1.84	.09
10/26/1998	1141	7.6	93	0.13	< 1.0	186	272	1.37	0.71	-	5.53	2.22	4.08	.06	2.10	.20
10/28/1999	1108	7.3	94	0.09	< 1.0	178	254	2.34	0.77	--	5.23	2.13	3.95	.06	2.20	<.03
10/24/2000	1015	7.2	88	0.08	< 1.0	159	233	8.32	0.08	--	4.89	1.97	3.65	.09	2.70	.15
10/24/2001	1060	7.2	94	0.10	< 1.0	174	248	2.89	0.62	--	5.28	1.81	3.82	.04	2.10	--
11/17/2002	1071	7.1	76	0.20	< 1.0	133	258	3.40	0.73	--	4.64	1.81	3.69	.06	2.80	.69

W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 1 Map Date

Test Hole # 1 Date 11/15/02 Driller

Pre Soak Date 11/14/02 Perc Date Duration

Health Department Witness Measured by JLH

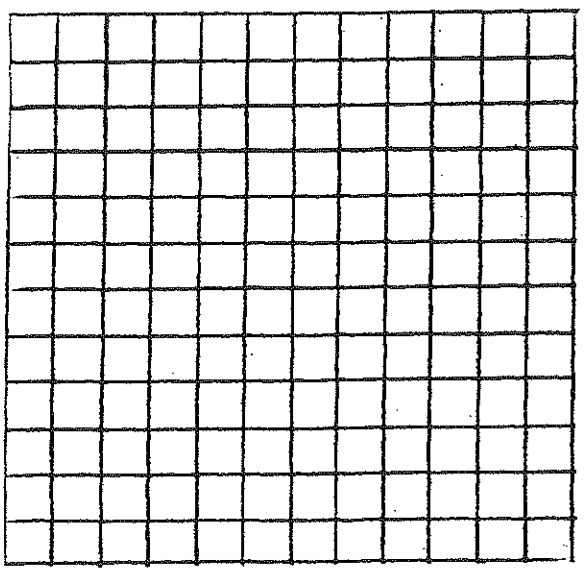
Depth Depth to Ground Water Final Rule 2.28"/hr

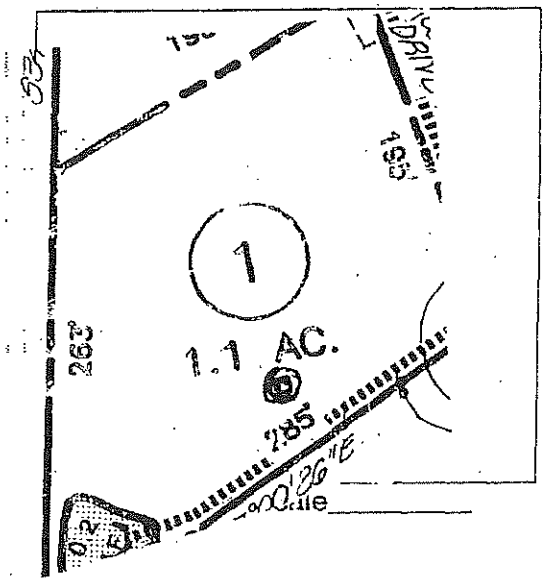
Project Engineer

20' DAY @ 9:19A & @ 1:19P

	Time	Depth to Water	TIME ~~Minutes~~	DEPTH ~~Depth to Water~~
1	9:19A	-1 34	12:39P	-3 47
2	9:39A	-1 97	12:59P	-3 52
3	9:59A	-2 39	1:19P	-3 59
4	10:19A	-2 65		
5	10:39A	-2 84		
6	10:59A	-3 00		
7	11:19A	-3 13		
8	11:39A	-3 23		
9	11:59A	-3 31		
10	12:19P	-3 40		

0.19' = 2.28"/hr





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 2 Map Date

Test Hole # 2 Date 11/15/02 Driller

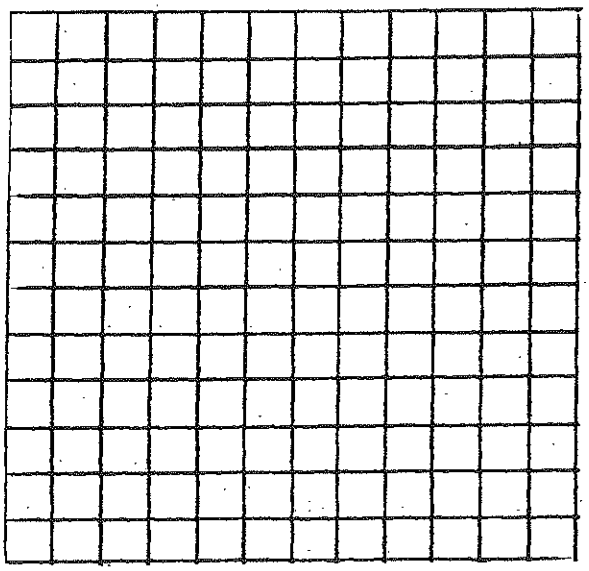
Pre Soak Date 11/14/02 Perc Date Duration

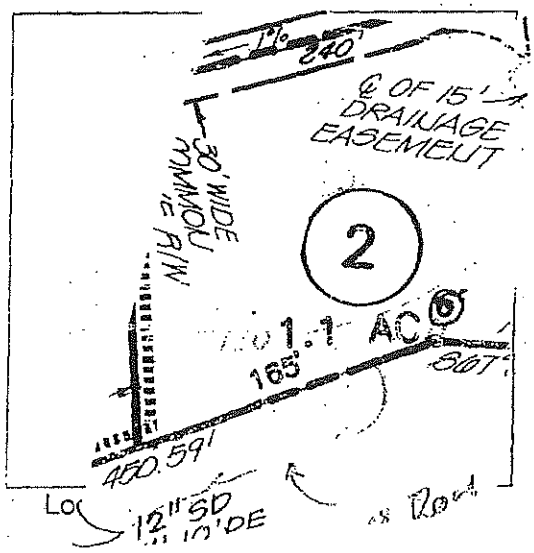
Health Department Witness Measured by JLH

Depth Depth to Ground Water Final Rate 1.92"/hr

Project Engineer

	Time	Depth to Water	Time ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:17A	-0 75	12:37P	-1 85
2	9:37A	-1 02	12:57P	-1 91
3	9:57A	-1 20	1:17P	-1 96
4	10:17A	-1 33		
5	10:37A	-1 45		
6	10:57A	-1 52		
7	11:17A	-1 61	0.16' =	1.92"/hr
8	11:37A	-1 69		
9	11:57A	-1 73		
10	12:17P	-1 80		





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 3 Map Date

Test Hole # 3 Date 11/15/02 Driller

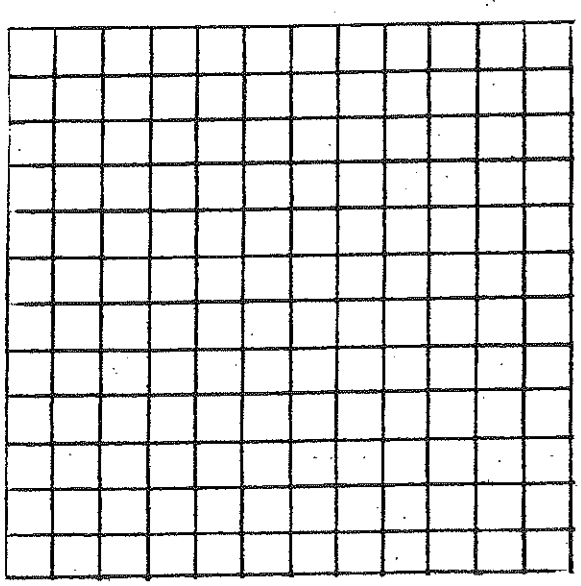
Pre Soak Date 11/14/02 Perc Date Duration

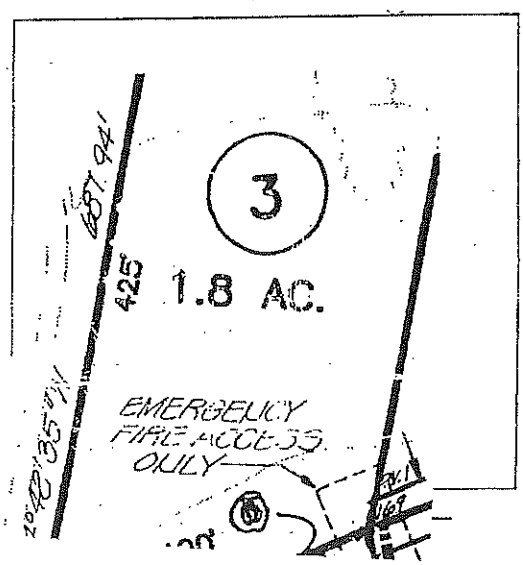
Health Department Witness Measured by JLH

Depth Depth to Ground Water Final Rule

Project Engineer

	Time	Depth to Water	TIME ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:21 A	-4 13	12:41 P	-4 83
2	9:41 A	-4 27	1:01 P	-4 88
3	10:01 A	-4 32	1:21 P	-4 93
4	10:21 A	-4 42		
5	10:41 A	-4 50		
6	11:01 A	-4 56		
7	11:21 A	-4 63		
8	11:41 A	-4 68	0.15' =	1.8"/hr
9	12:01 P	-4 73		
10	12:21 P	-4 78		





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADUKA Lot # 4 Map Date

Test Hole # 4 Date 11/15/02 Driller

Pre Soak Date 11/14/02 Perc Date Duration

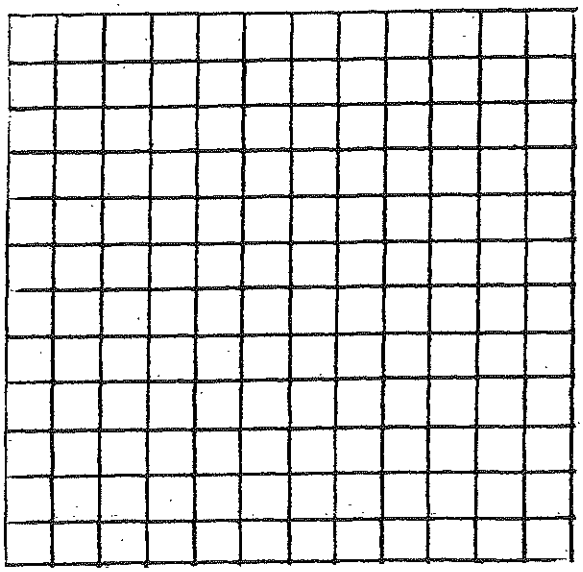
Health Department Witness Measured by JLH

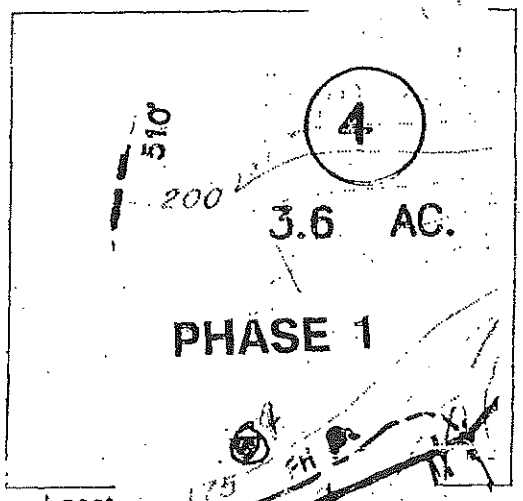
Depth Depth to Ground Water Final Rate 4.2"/hr

Project Engineer

20' HOLDING WATER @ 9:15A

	Time	Depth to Water	TIME ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:15 A	-2 72	12:35P	-5 19
2	9:35A	-3 20	12:55P	-5 31
3	9:55A	-3 40	1:15P	-5 41
4	10:15A	-3 95		
5	10:35A	-4 20		
6	10:55A	-4 41		
7	11:15A	-4 62		
8	11:35A	-4 81	0.35' = 4.2"	
9	11:55A	-4 92		
10	12:15P	-5 00		





Location diagram

PERC TEST

W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NATURA Lot # 5 Map Date

Test Hole # 5 Date 11/14/02 Driller

Pre Soak Date 11/13/02 Perc Date Duration

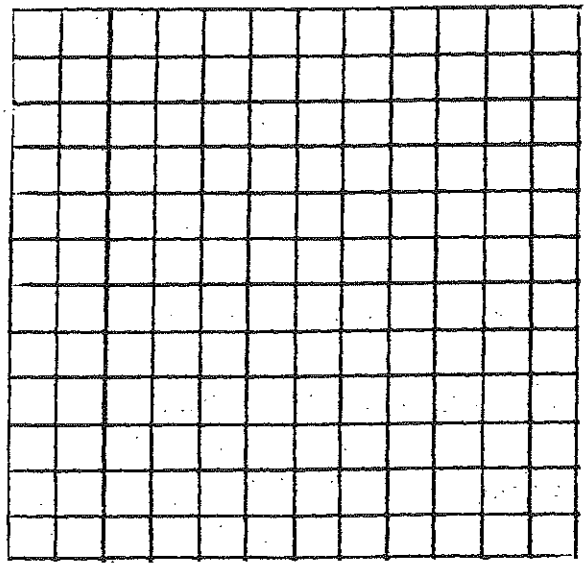
Health Department Witness Measured by JLH

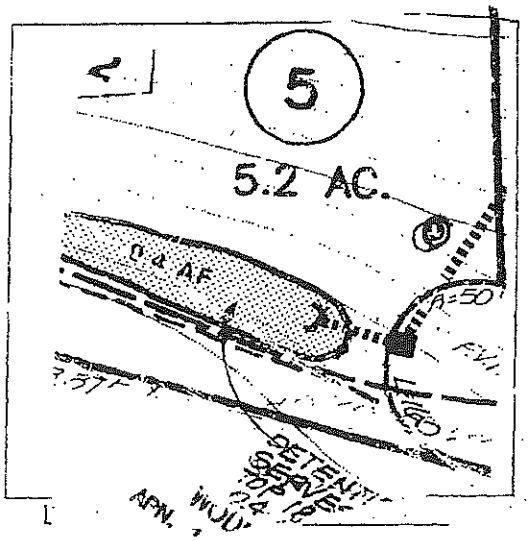
Depth Depth to Ground Water Final Rule 2.64"/hr

Project Engineer

20' HOLDING WATER @ 9:08A

	Time	Depth to Water	TIME ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:08 A	-3.93	12:28 P	-6.71
2	9:28 A	-4.86	12:48 P	-6.79
3	9:48 A	-5.35	1:08 P	-6.85
4	10:08 A	-5.61		
5	10:28 A	-5.9		
6	10:48 A	-6.15		
7	11:08 A	-6.28	0.22' =	2.64"/hr
8	11:28 A	-6.40		
9	11:48 A	-6.35		
10	12:08 P	-6.43		





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA MAGDA Lot # 6 Map Date

Test Hole # 6 Date 11/14/02 Driller

Pre Soak Date 11/13/02 Perc Date Duration

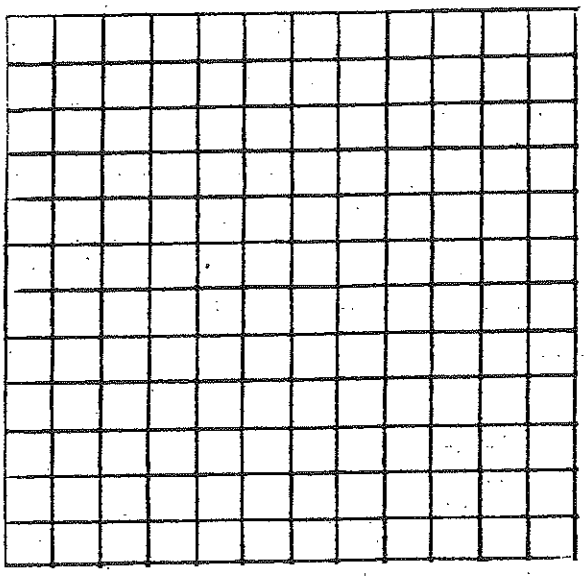
Health Department Witness Measured by JLH

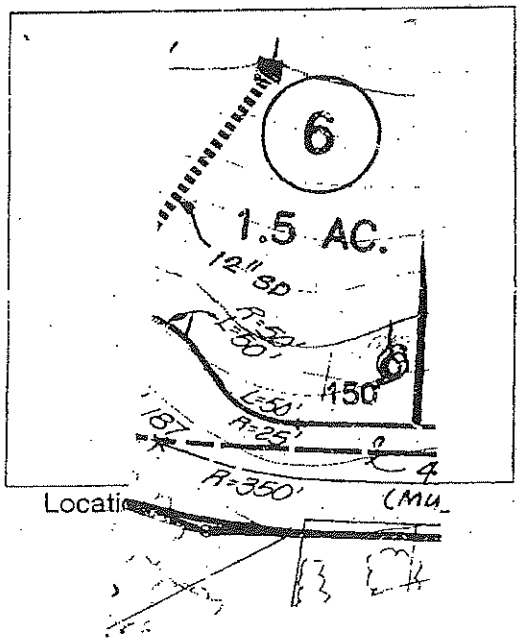
Depth Depth to Ground Water Final Rule 8.28

Project Engineer

	Time	Depth to Water	Minutes	Rate Min/in
1	9:06A	-6 59	12:26P	-7 30
2	9:26A	-7 00	12:46P	-7 55
3	9:46A	-7 24	1:06P	-7 72
4	10:06A	-7 40		
5	10:26A	-7 57		
6	10:46A	-7 62		
7	11:06A	-7 77	0.69' = 8.28" / hr	
8	11:26A	-7 90		
9	11:46A	-6 49		
10	12:06P	-7 03		

REFILLED AFTER READING





W.O. # 3732.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 7 Map Date

Test Hole # 7 Date 11/14/02 Driller

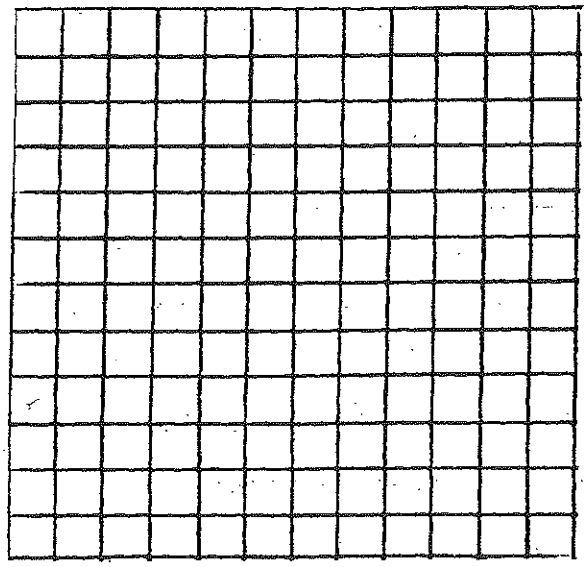
Pre Soak Date 11/13/02 Perc Date Duration

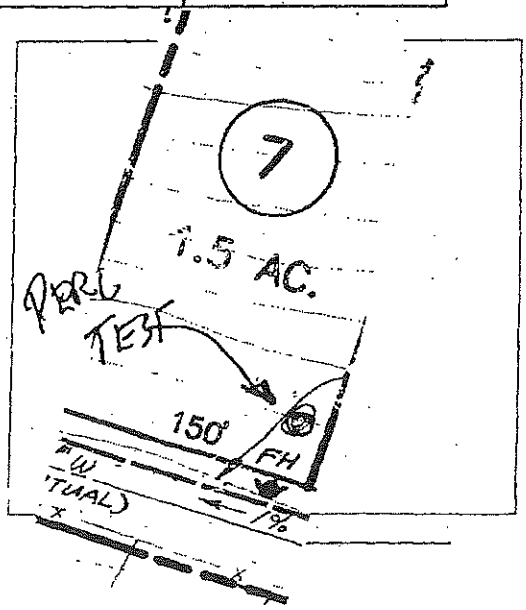
Health Department Witness Measured by JLH

Depth Depth to Ground Water Final Rule 3.72"/hr

Project Engineer

	Time	Depth to Water	TIME ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:04A	-4 05	12:24P	-7 77
2	9:24A	-5 43	12:44P	-7 86
3	9:44A	-6 13	1:04P	-7 95
4	10:04A	-6 51		
5	10:24A	-6 75	0.31' =	3.72"/hr
6	10:44A	-7 01		
7	11:04A	-7 19		
8	11:24A	-7 42		
9	11:44A	-7 53		
10	12:04P	-7 65		





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 8 Map Date

Test Hole # 8 Date 11/14/02 Driller

Pre Soak Date 11/13/02 Perc Date Duration

Health Department Witness Measured by JLH

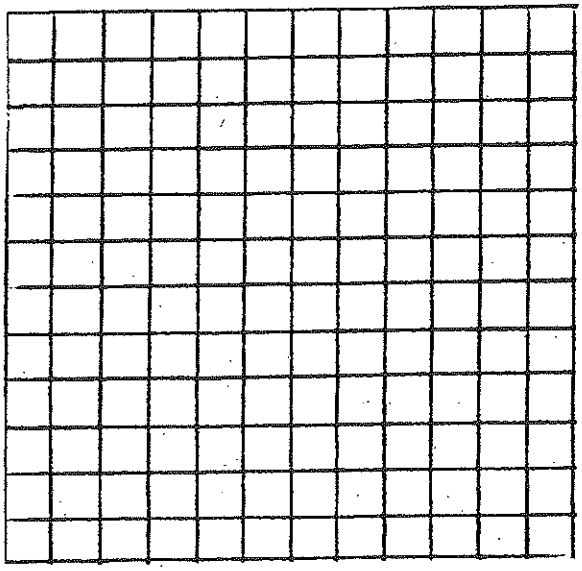
Depth Depth to Ground Water Final Rule

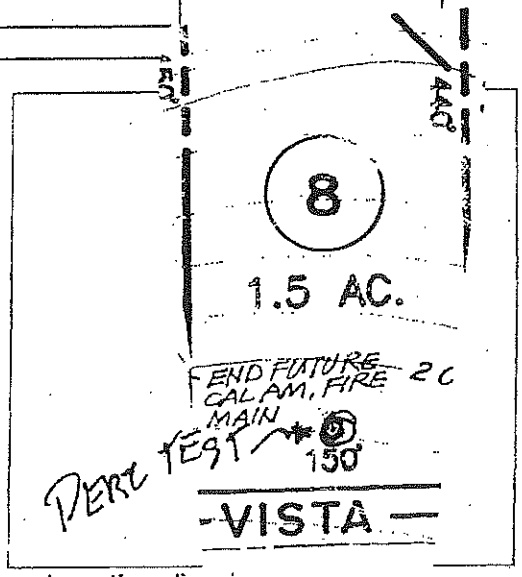
Project Engineer

20' HOLDING WATER @ 9:02A

	Time	Depth to Water	Time ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:02A	-6 20	12:22P	-7 35
2	9:22A	-7 03	12:42P	-7 48
3	9:42A	-7 40	1:02P	-7 64
4	10:02A	-7 57		
5	10:22A	-7 73		0.85' = 6.8"/hr
6	10:42A	-7 86		
7	11:02A	-7 95		
8	11:22A	-8 07		
9	11:42A	-6 21		
10	12:02P	-6 99		

FILLED AFTER READING





Location dia

W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 9 Map Date _____

Test Hole # 9 Date 11/14/02 Driller _____

Pre Soak Date 11/13/02 Perc Date _____ Duration _____

Health Department Witness _____ Measured by JLH

Depth _____ Depth to Ground Water _____ Final Rate ~~4.2"/~~ 5.16"

Project Engineer [signature]

	Time	Depth to Water	TIME ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:00 A	-2 45	12:20 P	-3 06
2	9:20 A	-4 14	12:40 P	-4 53
3	9:40 A	-5 27	1:00 P	-5 37
4	10:00 A	-5 92		
5	10:20 A	-6 38		
6	10:40 A	-6 70		
7	11:00 A	-6 92		
8	11:20 A	-7 10		
9	11:40 A	-7 23		
*10	12:00 P	-7 35		

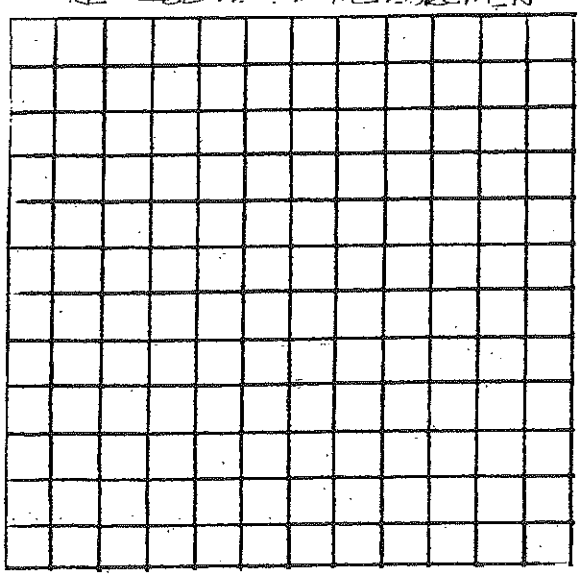
1.00 = 12"/hr

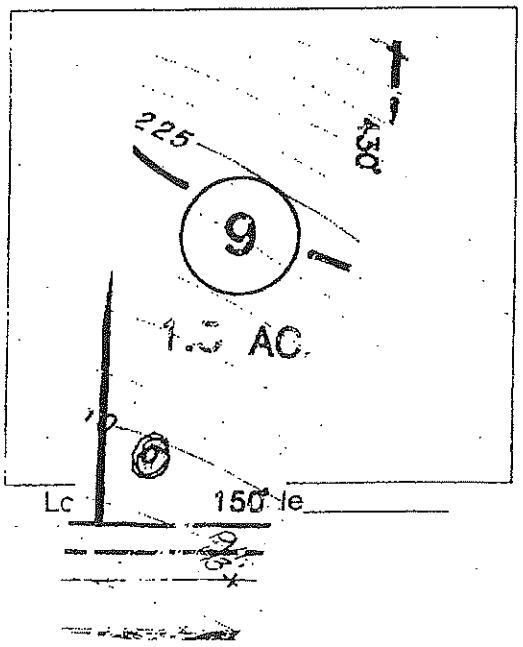
0.43' = 5.16"/hr USE THIS

2.31' = 27.22"/40 min = 41.5"/hr

Do Not Use – too shallow

* REFILLED AFTER MEASUREMENT





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 10 Map Date

Test Hole # 10 Date 11/13/02 Driller

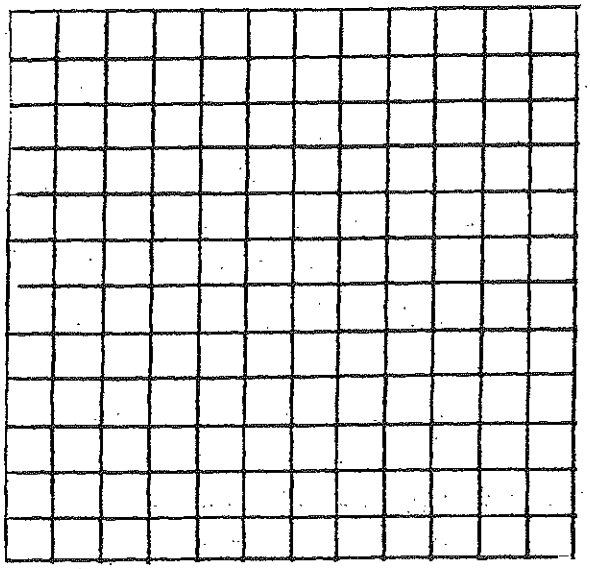
Pre Soak Date 11/12/02 Perc Date Duration

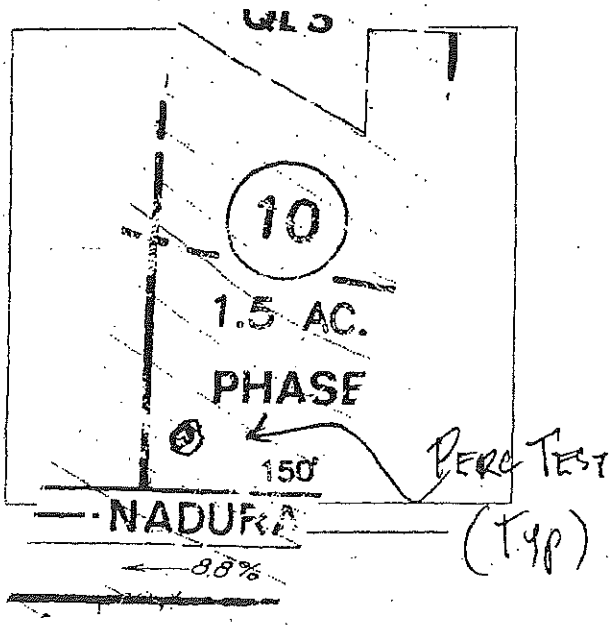
Health Department Witness Measured by JLH

Depth Depth to Ground Water Final Rate 5.64" / hr

Project Engineer

	Time	Depth to Water	TIME ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:06 A	-0 83	12:26P	-4 86
2	9:26A	-1 67	12:46P	-5 02
3	9:46A	-2 39	1:06P	-5 17
4	10:06A	-2 78		
5	10:26A	-3 28		
6	10:46A	-3 68		
7	11:06A	-3 99		
8	11:26A	-4 26	0.47' =	5.64" / hr
9	11:46A	-4 49		
10	12:06P	-4 70		





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 11 Map Date

Test Hole # 11 Date 11/13/02 Driller

Pre Soak Date 11/12/02 Perc Date Duration

Health Department Witness Measured by JLH

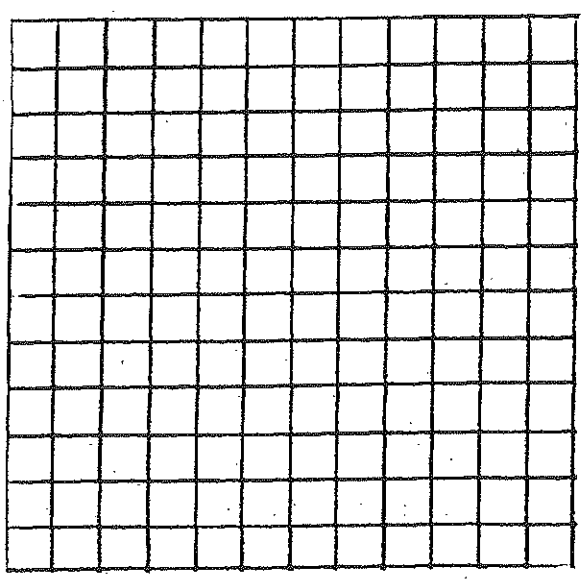
Depth 10 Depth to Ground Water 20+ Final Rate 3.72"/hr

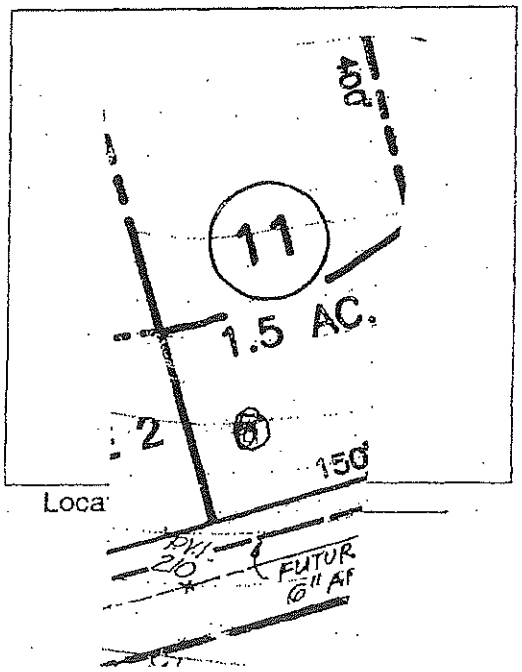
Project Engineer

20' DRY @ 9:05A

	Time	Depth to Water	Time ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:05A	-3 18	12:25P	-6 45
2	9:25A	-3 87	12:45P	-6 55
3	9:45A	-4 50	1:05P	-6 65
4	10:05A	-4 80		
5	10:25A	-5 23		Last hour = 0.31 = 3.72"/hr
6	10:45A	-5 54		
7	11:05A	-5 78		
8	11:25A	-6 00	0.31 = 3.72"/hr	
9	11:45A	-6 15		
10	12:05P	-6 35		

0.1 = 1.24"/hr = 3.96"/hr





Loca

W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 12 Map Date

Test Hole # 12 Date 11/13/02 Driller

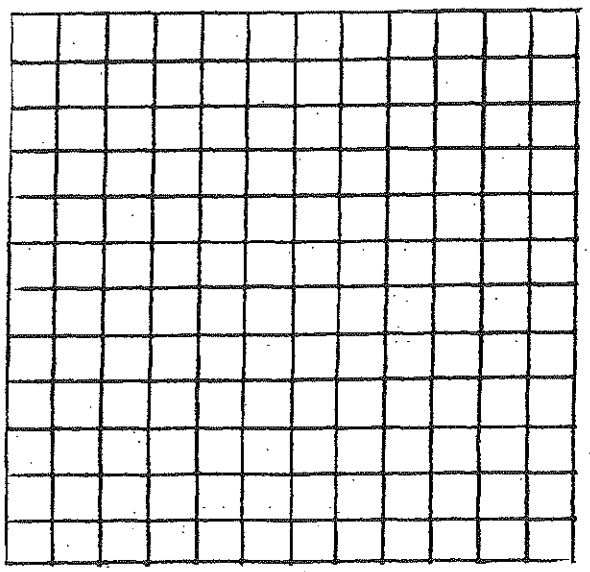
Pre Soak Date 11/12/02 Perc Date Duration

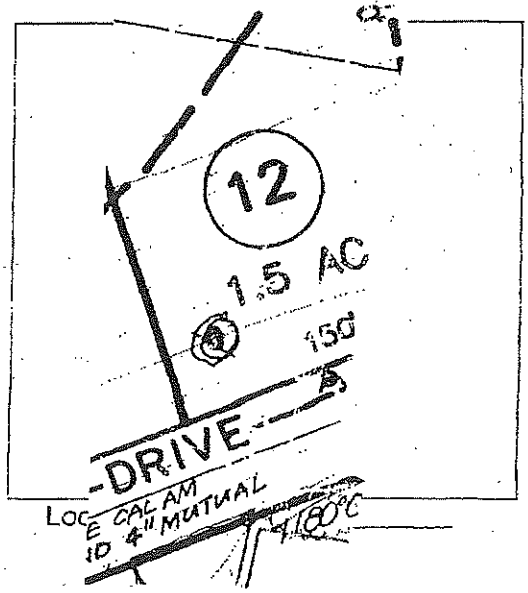
Health Department Witness Measured by JLH

Depth Depth to Ground Water Final Rule 4.2" ~~4.6"~~ / 1.1

Project Engineer

	Time	Depth to Water	TIME ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:04	-1 27	12:24P	-4 76
2	9:24	-2 2	12:44P	-4 89
3	9:44 A	-2 83	1:04 P	-5 03
4	10:04 A	-3 17		
5	10:24 A	-3 59		
6	10:44 A	-3 88		
7	11:04 A	-4 13		
8	11:24 A	-4 34	0.35 =	4.2"/hr
9	11:44 A	-4 49		
10	12:04P	-4 67		





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NATURA Lot # 13 Map Date

Test Hole # 13 Date 11/13/02 Driller

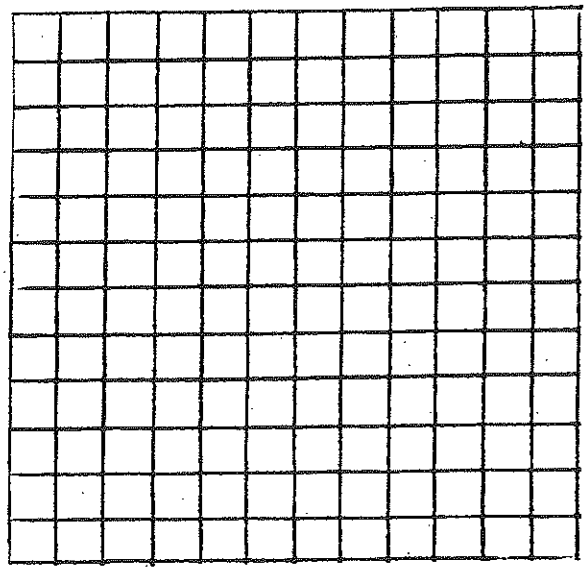
Pre Soak Date 11/12/02 Perc Date Duration

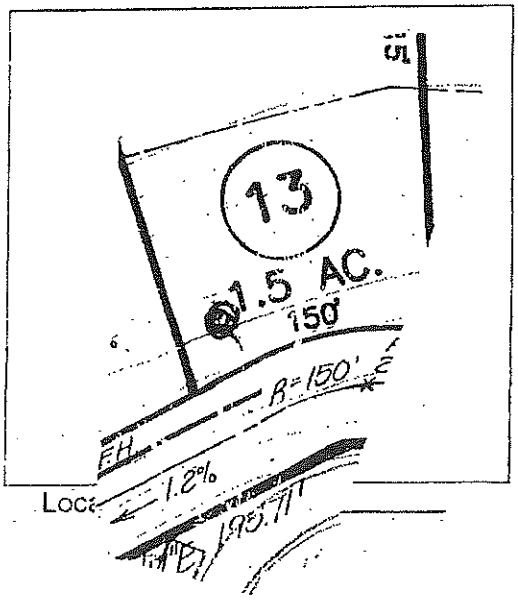
Health Department Witness Measured by JLH

Depth 10 Depth to Ground Water Final Rate ~~5.4~~ 5.64"/hr

Project Engineer CL

	Time	Depth to Water	TIME ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:03A	-0 59	12:23P	-2 77
2	9:23A	-0 89	12:43P	-2 92
3	9:43A	-1 18	1:03P	-3 09
4	10:03A	-1 35		
5	10:23A	-1 61		
6	10:43A	-1 84	0.47' =	5.64"/hr
7	11:03A	-2 04		
8	11 23A	-2 25		
9	11:43A	-2 43		
10	12:03P	-2 62		





Loca

W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 14 Map Date

Test Hole # M Date 11/13/02 Driller

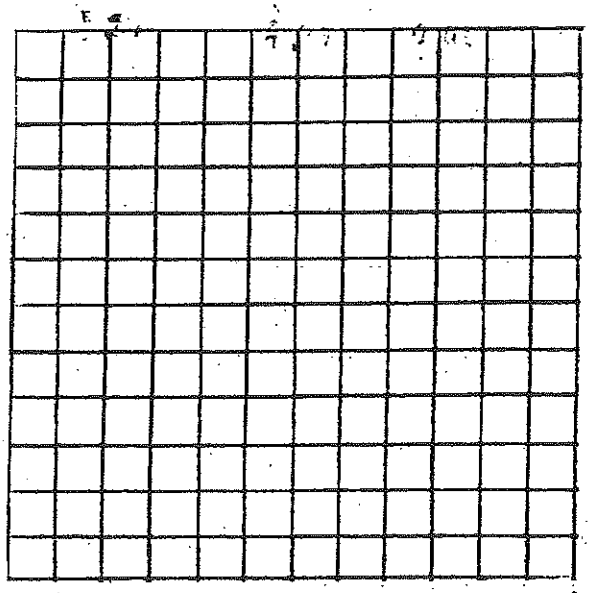
Pre Soak Date 11/12/02 Perc Date Duration

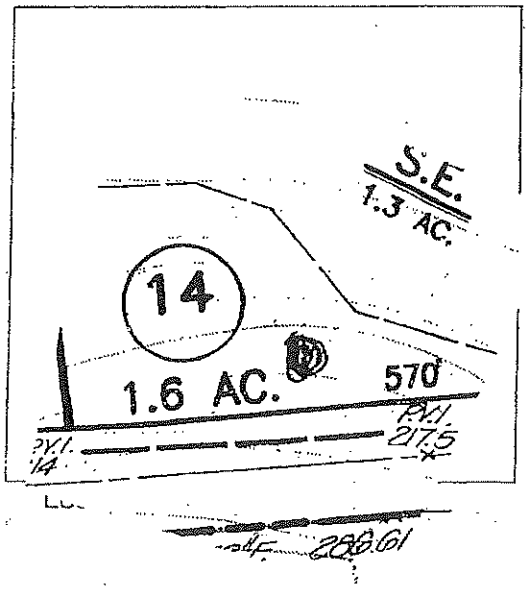
Health Department Witness Measured by JLH

Depth 10 Depth to Ground Water Final Rate 4.08"/hr

Project Engineer

	Time	Depth to Water	~~Minutes~~	~~Rate Min/in~~
1	9:02 A	-0 32	12:22 P	-2 05
2	9:22 A	-0 76	12:42 P	-2 25
3	9:42 A	-0 97	1:02 P	-2 30
4	10:02 A	-1 11		
5	10:22 A	-1 30		
6	10:42 A	-1 46		
7	11:02 A	-1 58		
8	11:22 A	-1 70	0.34 = 4.08"/hr	
9	11:42 A	-1 85		
10	12:02 P	-1 96		





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 15 Map Date /

Test Hole # 15 Date 11/13/02 Driller

Pre Soak Date 11/12/02 Perc Date Duration

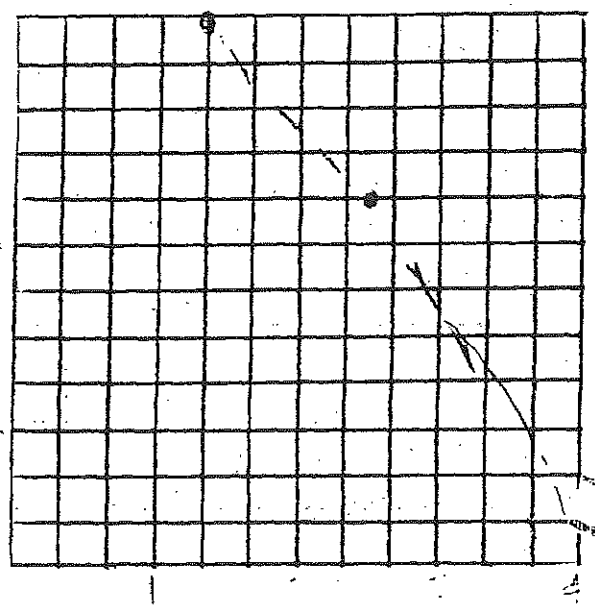
Health Department Witness Measured by JLH

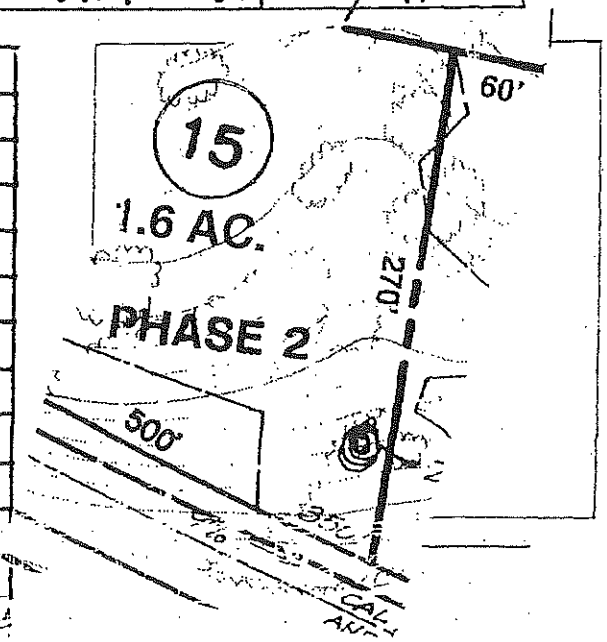
Depth) Depth to Ground Water Final Rate 1.08"/hr

Project Engineer CLH

20' HOLDING WATER @ 9:00A

	Time	Depth to Water (FT)	TIME ~~Minutes~~	DEPTH ~~Rate Minutes~~
1	9:00A	-1 78	12:20P	-2 8
2	9:20A	-2 13	12:40P	-2 95
3	9:40A	-2 26	1 P	-2 86
4	10 A	-2 35		
5	10:20 A	-2 45		
6	10:40A	-2 53		
7	11 A	-2 60		
8	11:20A	-2 66		
9	11:40A	-2 71		
10	12 P	-2 72	0.09 = 1.08 in/hr	





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 16 Map Date

Test Hole # 1V Date 11/12/02 Driller

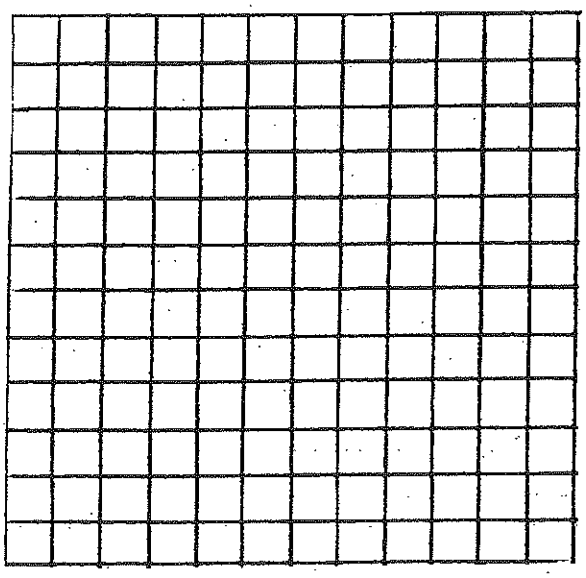
Pre Soak Date Perc Date Duration

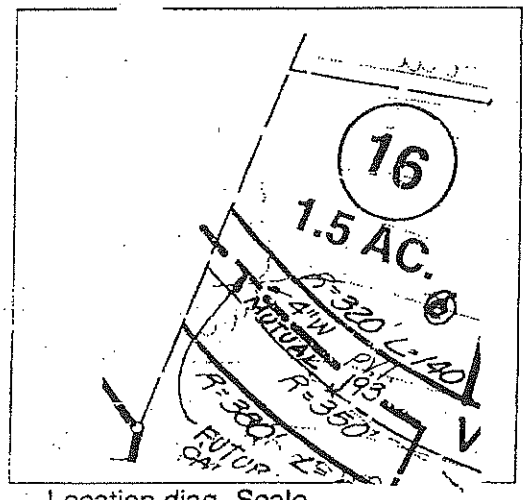
Health Department Witness Measured by JLG 6.04"/hr

Depth Depth to Ground Water Final Rule ~~1.22"~~/hr

Project Engineer

	Time	Depth to Water	Minutes	Rate Min/in
1	9:57A	-0 38		
2	10:18A	-0 86		
3	10:47A	-1 45		
4	11:17A	-1 98		
5	11:46A	-2 25		
6	12:15P	-2 63		
7	12:43P	-2 93		
8	1:15P	-3 27 } 0.57	6.24"/62 min	= 6.04"/hr
9	1:45P	-3 45		
10				





Location diag, Scale

W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 17 Map Date

Test Hole # 17 Date 11/12/02 Driller

Pre Soak Date Perc Date Duration

Health Department Witness Measured by JLH

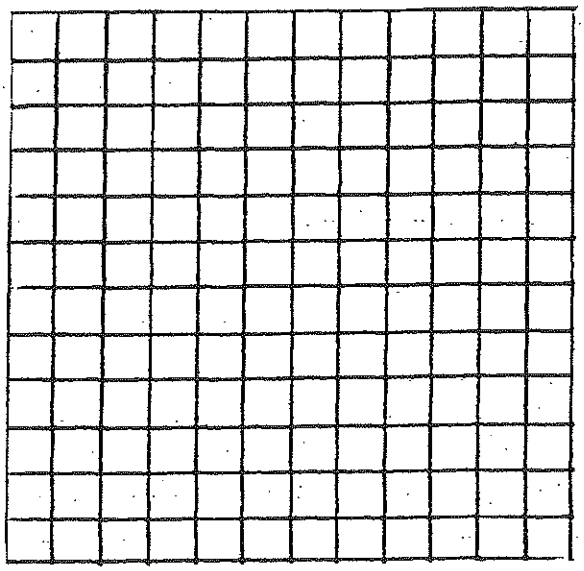
8.13"/hr

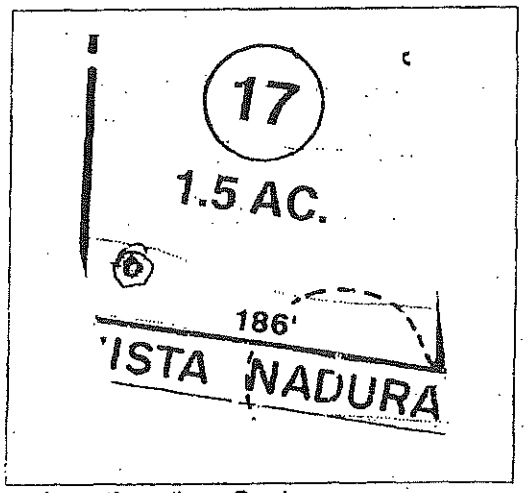
Depth Depth to Ground Water Final Rule ~~26'~~ / hr

Project Engineer

	Time	Depth to Water	Minutes	Rate Min/in
1	9:55A	-2 04		
2	10:17A	-2 97		
3	10:46A	-3 78		
4	11:16A	-4 56		
5	11:45A	-5 00		
6	12:13P	-5 48		
7	12:42P	-5 72		
8	1:14P	-6 02	8.4" / 62 MCA =	8.13"/hr
9	1:44P	-6 42		
10				

0.70





Location diag, Scale

W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 18 Map Date

Test Hole # 18 Date 11/12/02 Driller

Pre Soak Date Perc Date Duration

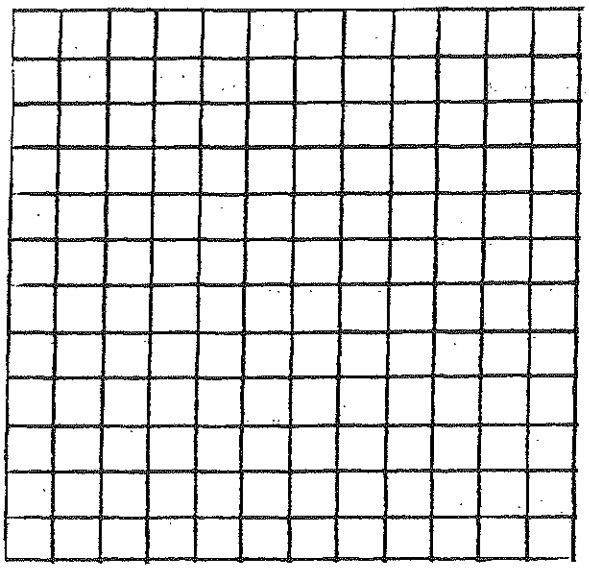
Health Department Witness Measured by JLH 4.37"/hr

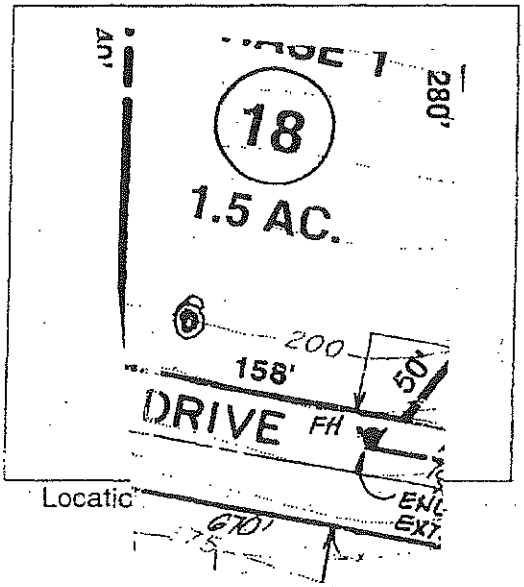
Depth Depth to Ground Water Final Rule ~~4.08"~~/hr

Project Engineer

20' HOLDING H_2O @ 9:53a

	Time	Depth to Water	Minutes	Rate Min/in
1	9:53a	– 0 87		
10:15a 2	[redacted]	[redacted] – 1 35		
3	10:44a	– 1 82		
4	11:14a	– 2 14		
5	11:44a	– 2 38		
6	12:12p	– 2 60		
7	12:41p	– 2 75		
8	1:13p	– 2 95	0.37 4.44"/61 min	4.37"/hr
9	1:42p	– 3 12		
10				





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 19 Map Date

Test Hole # 19 Date 11/12/02 Driller

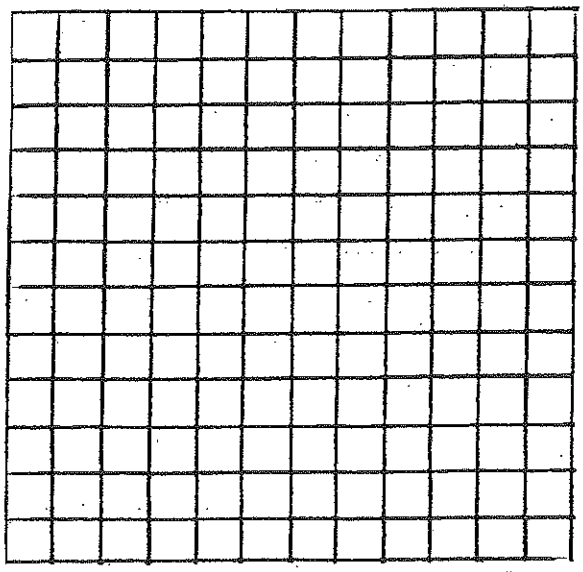
Pre Soak Date Perc Date Duration

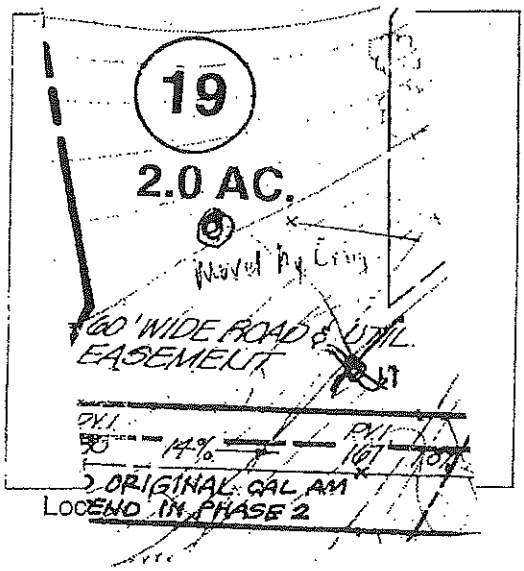
Health Department Witness Measured by JLB

Depth Depth to Ground Water Final Rule 2.76"/hr

Project Engineer

	Time	Depth to Water	Minutes	Rate Min/in
1	9:48 A	-2 17		
2	10:13	-3 79		
3	10:42	-4 93		
4	11:12 A	-5 63		
5	11:42 A	-6 08		
6	12:10 P	-6 35		
7	12:40 P	-6 44	2.76"	
8	1:10 P	-6 55		
9	1:40 P	-6 67		
10				





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 20 Map Date

Test Hole # 20A Date 11/12/02 Driller

Pre Soak Date Perc Date Duration

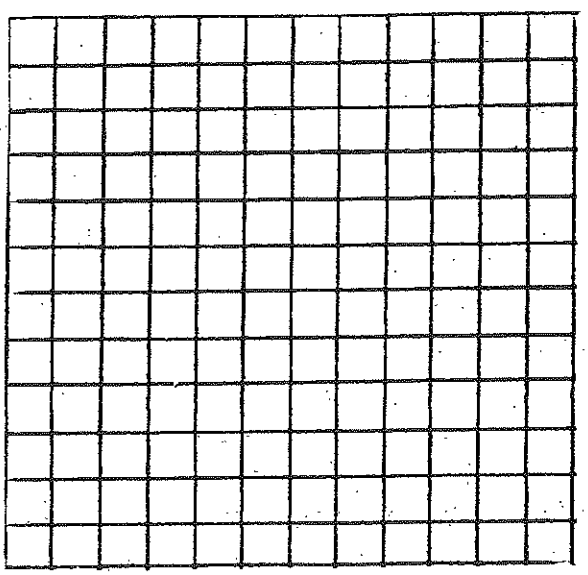
Health Department Witness Measured by JLH

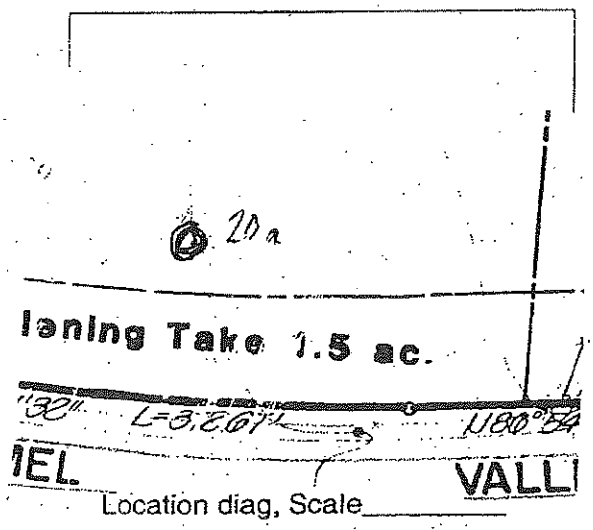
Depth Depth to Ground Water Final Rule 2.52"/hr

Project Engineer

20' DRY @ 9:30A & 1:30P

	Time	Depth to Water	Minutes	Rate Min/in
1	9:30A	-3.00		
2	10:00A	-4.78		
3	10:30A	-5.84		
4	11 A	-6.45		
5	11:30A	-6.78		
6	12:00P	-7.08		
7	12:30P	-7.25		
8	1 P	-7.35	2.52"	
9	1:30P	-7.46		
10				





Location diag, Scale

W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 20 Map Date

Test Hole # 20B Date 11/12/02 Driller

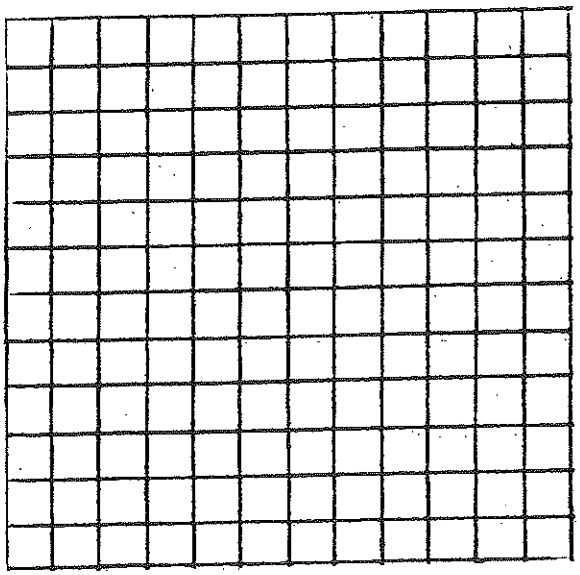
Pre Soak Date Perc Date Duration

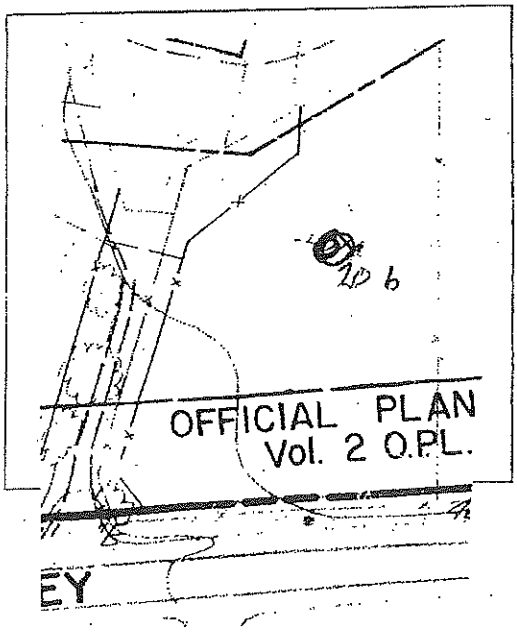
Health Department Witness Measured by JLH

Depth Depth to Ground Water Final Rule 2.76"/hr

Project Engineer

	Time	Depth to Water	Minutes	Rate Min/in
1	9:36A	-4 07		
2	10:06A	-5 30		
3	10:35A	-5 92		
4	11:05A	-6 35		
5	11:35A	-6 63		
6	12:05P	-6 89		
7	12:35P	-7 07		
8	1:05P	-7 20	2.76	
9	1:35P	-7 30		
10				





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 20 Map Date _____

Test Hole # 20C Date 11/12/02 Driller _____

Pre Soak Date _____ Perc Date _____ Duration _____

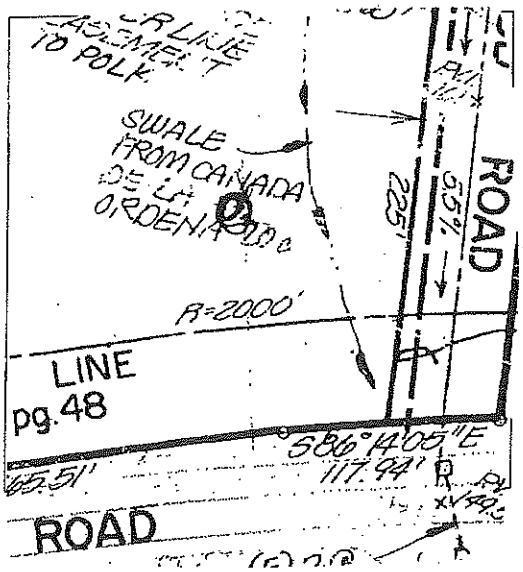
Health Department Witness _____ Measured by JLH

Depth _____ Depth to Ground Water _____ Final Rule ~~2.16~~ 2.08"/hr

Project Engineer [signature]

20' DRY @ 9.40A

	Time	Depth to Water	Minutes	Rate Min/in
1	9:40A	-5 05		
2	10:08A	-6 38		
3	10:38A	-6 87		
4	11:08A	-7 20		
5	11:38A	-7 43		
6	12:08A	-7 54		
12:38 7	[redacted]	-7 67		
8	1:07P	-7 76 } 0.18'	.58	2.08"/hr I
9	1:37P	-7 85		
10				



Lot # 1 VISTA NAD.

LOGGED BY CL DATE DRILLED 11 05 02 BORING DIAMETER 6" BORING NO. 1 & 2

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			DARK BROWN SILTY SAND w/ CLASTS OF SILTSTONE, dry. Loose						
2									
3			- Med. Dense						
4									
5									
6									
7			grades to coarse sand w/ rounded gravels. Damp.						
8									
9									
10			- increase in silt. silty sand. w/ some clay.						
11			- increase in moisture. Moist.						
12									
13									
14									
15									
16			MOIST SILTY SAND. Med. Dense.						
17									
18									
19									
20			B.T. @ 20'.						
21									
22									
23									

FIGURE NO.

Lot. #2 VISTA NAD

LOGGED BY CC DATE DRILLED 11-05-02 BORING DIAMETER 6" BORING NO. 4

Depth, ft.	Sample No. and Type	Symbol	SOIL DESCRIPTION	Unified Soil Class. Identification	Blows/foot 350 ft-lbs.	Qu - t. s. f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			DARK Brown silty sand. w/ rounded shale, stn. gravels loose dry.						
2									
3			- grade to Brown sandy silt.						
4			coarser grain. Damp. Med. Dense						
5									
6									
7									
8			- slightly clayey. Brown silty sand w/ clay. Moist. Med. Dense						
9									
10			- grades less clay.						
11			B. T. @ 10.'						
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot #3 VISTA NAD

LOGGED BY SG DATE DRILLED 11-05-03 BORING DIAMETER 6" BORING NO. 3

Depth, ft.	Sample No. and Type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/Foot 350 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			DARK BRN. SILTY SAND W/ Angular shale clasts, Loose. Dry.						
2									
3									
4			- Turns Brown less silt. Increase in sand. some small rounded gravels.						
5									
6									
7			grades less SAND. FINE silty sand. Damp. Med. dense.						
8									
9									
10									
11			B.T.@ 10.						
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot # 4 VISTA NAD.

LOGGED BY CL DATE DRILLED 11 05 02 BORING DIAMETER 6" BORING NO. B-5 & 6

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 150 ft-lbs.	Qu - L.S.I. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Dark Brown sandy silt w/ dry clasts of siltstone. some S.S. Loose. Dry.						
2			- grades to Brown silty sand. w/ sub. rounded siltstone & S.S. Damp Loose						
3									
4									
5									
6									
7									
8									
9			- some clay. silty sand w/ clay Moist. Med Dense						
10									
11									
12									
13									
14									
15									
16			- increase in density. Dense.						
17									
18									
19									
20			Refusal on cobble? B.T. @ 20'						
21									
22									
23									

FIGURE NO.

Lot #5 ; VISTA NAO

LOGGED BY CL DATE DRILLED 11 05 02 BORING DIAMETER 6' BORING NO. B-7, B-8

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Soil Class. (USCS)	Blows/foot, 350 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			DARK BROWN SILTY SAND w/ trace chasts of shale. Dry loose.						
2									
3									
4									
5			grades to Brown silty sand w/ sag. gravels. DAMP Med. Dense.						
6									
7									
8									
9			- turns Horst.						
10									
11									
12									
13									
14			- turns Med. dense to dense.						
15									
16									
17									
18									
19									
20									
21			B.T.C 20.'						
22									
23									

FIGURE NO.

Lot # 6 Vista Nord

LOGGED BY CL DATE DRILLED 11.05.02 BORING DIAMETER 6" BORING No. B-9

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Drk. Brown silty sand w/ clasts of avg. shal. loose dry						
2									
3									
4									
5			-turns Med. Dense Damp.						
6									
7									
8			-grades to Brown silty sand, coarse-med. grained w/ sub-angular gravels Med Dense Damp-Moist						
9									
10									
11			B.T. @ 10.'						
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot # 7 VISTA NAD.

LOGGED BY CL DATE DRILLED 11.05.02 BORING DIAMETER 6" BORING NO. B-10

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 lb.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Dark Brown silty sand w/ angular gravels (SHC); Loose Dry						
2									
3									
4			- turns Damp. Light Brown silty sand. less gravels. Med. dense.						
5									
6									
7									
8			-grades less gravel.						
9									
10			B.T. @ 10.'						
11									
12									
13									
14									
15									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot # 8 VISTA - NAD.

LOGGED BY CC DATE DRILLED 11-05-02 BORING DIAMETER 6" BORING NO. B-11, B-12

Depth, ft.	Sample No. and Type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Dark Brown silty sand w/ ang. gravels (SM) loose, dry.						
2									
3									
4			- grades less gravels. increase in sand. Turns damp.						
5									
6									
7									
8			- slight clay binder increase in gravels. moist.						
9									
10									
11									
12									
13									
14									
15			Dark Brown clayey sand w/ silt. some gravels. sub. angular. V. moist Med. Dense.						
16									
17									
18									
19									
20									
21			B.T. @ 20'						
22									
23									

FIGURE NO.

Lot # 9 VISTA NAD.

LOGGED BY CL DATE DRILLED 11-05-02 BORING DIAMETER 6" BORING NO. B-13

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 lb. lbs.	Qu - t. s. f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Dark Brown SILTY SAND w/ Angular gravels. (SM) Loose. Dry.						
2									
3			- Less gravels turns light Brown.						
4									
5			grades clayey. turns moist.						
6									
7									
8									
9			Dark Brown clayey sand w/ SILT & angular gravels. Moist. Med. Dense						
10									
11			B.T. @ 10.'						
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot # 10. VISTA NAD.

LOGGED BY CL DATE DRILLED 11-05-02 BORING DIAMETER 6" BORING NO. B-14

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 ft-lbs.	Qu - t. s. f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Light grey Brown sandy silt w/ ang gravels (sh1) loose. dry.						
2									
3									
4									
5			- Burns Moist. Darker brown						
6									
7									
8									
9			slightly clayey silty sand. w/ gravels. (sh1). Moist. Med. Dense.						
10									
11			B.T @ 10.'						
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot # 11 Vista NAD.

LOGGED BY CL DATE DRILLED 11.05.02 BORING DIAMETER 6" BORING NO. B-15, #16

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 150 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Light grey Brown sandy silt w/ angular gravels. Loose. Dry.						
2									
3									
4			turns coarser. silty sand w/gravels. Moist.						
5									
6									
7									
8			slightly clayey.						
9									
10			increase in clay. silty sand w/clay - sub. angular gravels. Moist. Med. dense.						
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21			B.T.@ 20'						
22									
23									

FIGURE NO.

Lot# 12 VISTA NAD.

LOGGED BY CL DATE DRILLED 11-05-00 BORING DIAMETER 6" BORING NO. B-17

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Light-grey brown sandy silt w/ avg. gravels. (SHC). Loose. Dry.						
2									
3									
4			- grades Brown silty sand. w/ gravels Damp. Med. Dense.						
5									
6									
7			- Turns Moist.						
8									
9									
10			B.T.@ 10.'						
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot # 13 Vista NAD.

LOGGED BY CL DATE DRILLED 11.05.02 BORING DIAMETER 6" BORING NO. B-1B

Depth, ft.	Sample No. and Type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 ft-lbs.	Qu - t. s. f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			DRK Brown Black - sandy silt w/ some clay. ang. sbl gravels. damp. Loose.						
2									
3									
4			grades to Brown silty sand w/ gravels. Moist. Med. Dense.						
5									
6									
7									
8			- increase in clay. clayey sand w/ silt. ang. sbl gravels MOIST. Med. Dense.						
9									
10									
11			B.T. @ 10.'						
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot # 14 VISTA. NAD.

LOGGED BY CC DATE DRILLED 11.05.02 BORING DIAMETER 6" BORING NO. B-19

Depth, ft.	Sample No. and Type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 lb-lbs.	Qu - t. s. c. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			DRK Brn-Black sandy SILT w/ gravels (sh/.). Loose. Dry.						
2									
3			- grades to drk brown clayey sand w/ silt. Damp. Med. Dense - Loose. w/gravels.						
4									
5									
6									
7									
8			- Turns Moist						
9									
10									
11			B.T.@ 10.'						
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot # 15 Vista NAD.

LOGGED BY CL DATE DRILLED 11:06:02 BORING DIAMETER 6" BORING NO. 20 & 21

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 ft-lbs.	Qu - t. s. f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			grey brown silty sand w/ sht, & S.S. gravels. Dry Loose.						
2									
3									
4			grades to Brown coarse, silty sand, w/ gravels. Damp to dry Med. Dense.						
5									
6									
7									
8									
9									
10			- increase in clay.						
11									
12									
13			- turns to Brown clayey sand w/ silt & sub. ang - ang gravels (sht, s.s.) Moist. Med. Dense.						
14									
15									
17									
18									
19									
20			B.T. @ 20.00						
21									
22									
23									

FIGURE NO.

Lot # 16 VISTA NAD.

LOGGED BY CL DATE DRILLED 11.06.02 BORING DIAMETER 6" BORING NO. B-22

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Class. Location	Blows/foot 350 ft-lbs.	Qu - L.S.I. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Light Brown SILTY sand w/ mg. gravels - (SM + S.S). Loose Dry.						
2									
3			- increase in gravels.						
4									
5			- coarser sand less gravels.						
6									
7			- Med. Dense. Damp.						
8			turns to clayey sand w/ silt & gravel. Moist. Med. Dense.						
9									
10									
11			B.T. @ 10'						
12									
13									
14									
15									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot. # 17 Vista NAD.

LOGGED BY CL DATE DRILLED 11.06.02 BORING DIAMETER 6" BORING NO. B-23

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 ft. lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Light Brown - grey silty sand, w/ sub-ang. gravels Loose dry.						
2									
3			grains finer grained - Brown silty sand. w/ gravels - damp. Med. dense.						
4									
5									
6									
7									
8									
9									
10			B.T. @ 10.0'						
11									
12									
13									
14									
15									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

LOT # 18 . VISTA NAD.

LOGGED BY EL DATE DRILLED 11 06 02 BORING DIAMETER 6" BORING NO. B-24 25

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION B-24.	Unified Soil Classification	Blows/foot 350 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Light brown silty sand w/ sub-ang - ang gravels (sh) Loose, Dry.						
2									
3									
4			Turns brown, increase in gravels. Damp.						
5									
6									
7									
8									
9			- increase in moisture. turns moist.						
10									
11									
12									
13									
14									
15			- increase in gravels Brown gravely sand w/ clay & silt. (Shale. Quartzite) rounded. Moist. dense - Med. dense.						
17									
18									
19									
20									
21			B.T@20.'						
22									
23									

FIGURE NO.

Lot # 19 VISTA NAD.

LOGGED BY CL DATE DRILLED 11-06-02 BORING DIAMETER 6" BORING NO. B-26

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION B-26	Unified Soil Class. Nomenclature	Blows/foot 350 ft-lbs.	Qu - t. s. f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			grey Brown silty sand w/ ang. shl gravels. Loose. Dry.						
2									
3									
4			- grades dark brown silty sand w/clay. increase in gravels Moist - Damp. Med. Dense.						
5									
6									
7									
8			- minor increase in clay						
9									
10									
11			B.T.@ 10.0'						
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot # 20 A VISTA NAD.

LOGGED BY CC DATE DRILLED 11·06·03 BORING DIAMETER 6" BORING NO. B27-B-28

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION B-27	Unified Soil Classification	Blows/foot 150 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			BLACK Brown silty sand fine grained. w/ sub-angular gravels loose. Damp (sil. artz.)						
2									
3									
4									
5									
6			- Turns to gold brown silty med. grained sand. w/ gravels Damp. Med. Dense.						
8									
9									
10									
11									
12									
13									
14									
15			- grades to clayey sand w/ gravels some silt. Moist, med. Dense.						
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									

FIGURE NO.

Lot # 20 B VISTA NAD.

LOGGED BY CC DATE DRILLED 11.06.02 BORING DIAMETER 6" BORING NO. B-29

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION B-29	Unified Soil Classification	Blows/foot 350 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Black Brown - silty sand w/ sub. ang gravels (sh) Damp. Loose.						
2									
3			- turns lighter color brown.						
4									
5			- grades to gravely sand w/ silt minor clay. sub. ang. gravels (sh, artzite) Med. Dense. Damp. - Moist.						
6									
8									
9									
10			B.T. @ 10'						
11									
12									
13									
14									
15									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot # 20 C VISTA · NAD.

LOGGED BY CC DATE DRILLED 11-06-02 BORING DIAMETER 6" BORING NO. B-30, B-31.

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION B-30	Unified Soil Class Ification	Blows/foot 350 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			grey-Brown silty sand w/ ang. gravels (sh.). Dry. Loose.						
2									
3									
4									
5			- grades to Brown silty sand w/ang.-sub-ang gravels (sh., Qrtz) Damp. Med. dense.						
6									
8									
9									
10									
11									
12									
13			Less gravels.						
14									
15									
16									
17									
18									
19			-increase in gravels. turns slightly clayey. turns moist.						
20									
21									
22									
23									
24									
25									
26			Turns dark color. Black Brown clay sand w/ sub-rounded gravels (sh, qrtzite). Med. dense. Dense. Moist.						
27									
28									
29									
30									

FIGURE NO.

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 · SALINAS 424-7681 · FAX 649-4118

5 June 2003

MONTEREY COUNTY HEALTH DEPARTMENT
1270 Natividad Road
Salinas, CA 93906

Attn: Mary Ann Dennis

Re: Carmel Valley Area 32
Moratorium – Nitrate

Dear Mary Ann:

We just received the enclosed report from Tom Lindberg at MPWMD for Schulte Road Observation Well.

Please note that Nitrates are shown to be less than 1.0 mg/l, versus allowable of 10 as NO3.

We believe that this is adequate proof that Montgomery fears in 1982 were overly cautious. We believe it is now time to reconsider the Sub-Area 32 prohibition against subdivision and ask that the Vista Nadura Vesting Tentative Map be deemed acceptable.

Sincerely,
BESTOR ENGINEERS, INC.

Carl L. Hooper

cc: Nader Agha
Robert Rosenthal
Roger Berretti (Health Dept.)

W.O. 3782.01
CLH/lh.Reception/My Documents/Carl/10494MoCoHealthDept37821.doc

MONTEREY PENINSULA
WATER MANAGEMENT DISTRICT
5 HARRIS COURT BLDG. G • P.O. BOX 85
MONTEREY, CA 93942-0085 • (831) 658-5600
FAX (831) 644-9560 • http://www.mpwmd.dst.ca.us

RECEIVED
JUN - 4 2003
BESTOR ENGINEERS, INC.
9701 BLUE LARKSPUR MONTEREY CA

TRANSMITTAL

TO: Carl Hooper
9701 Blue Larkspur Lane
Monterey, CA 93940

DATE: 5/28/2003

RE: Water Quality Record for Well on Schulte Road

WE ARE SENDING YOU:

- ____ DOCUMENTS
- X DOCUMENTS YOU REQUESTED
- ____ COPY OF LETTER
- ____ AGREEMENT OR CONTRACT
- ____ OTHER

THE ABOVE ITEMS ARE SUBMITTED:

- [X] At your request
- [ ] For your information and files
- [ ] For your approval
- [ ] Please review and comment
- [ ] For your action
- [ ] Please sign and return
- [ ] Please telephone me

REMARKS: The attached page includes water quality results for the well near the corner of Carmel Valley Road and Schulte Road for the period from October 10, 1991 through November 17, 2002. We're working out a couple of glitches in our Report program; specifically, results for orthophosphate that were below the detectable level of 0.03 mg/l were displayed as -0.03, and the dates for 2001 and 2002 were displayed as 1901 and 1902. In order to expeditiously process your request, I have taken the liberty of correcting these items by hand on your copy.

COPIES TO: file

BY: Thomas Lindberg
Thomas Lindberg

Please feel free to contact us if you have questions regarding these data.

CHEMICAL ANALYSIS OF GROUND WATER
(Values in milligrams per liter except where noted)

Well Name: SCHULTE

Assessor's Parcel Number:

Well Number: T16S/R1E-23E4

Reference Elevation (feet AMSL): 109.66

DATE	SPECIFIC CONDUCTANCE (µmhos/cm)	pH (Units)	CHLORIDE	AMMONIA NITROGEN as NH3	NITRATE as NO3	SULFATE	TOTAL ALKALINITY as CaCO3	IRON	MANGANESE	DEPTH TO WATER (feet)	CALCIUM	MAGNESIUM	SODIUM	POTASSIUM	ORGANIC CARBON	ORTHO PHOSPHATE
10/10/1991	1154	--	113	<0.10	< 0.5	--	-	-	--	33.9	--	--	--	--	--	
01/08/1992	900	7.1	75	--	3.0	-	218	--		35.1	4.19	1.56	3.21	.07	2.09	
04/08/1992	1030	--	78	3.75	3.8	313	242	1.30	0.72	28.5	--	--		-		
10/14/1992	10.0	6.9	96	<0.10	2.0	159	262	4.40	0.71	33.8	4.94	1.81	4.13	.05	2.00	
04/07/1993	1091	6.9	180	<0.10	1.2	201	266	6.90	0.80	26.5	4.34	2.05	4.00	.07	2.00	
10/06/1993	1127	7.3	102	<0.10	1.9	211	268	5.50	0.86	31.7	5.38	2.05	3.95	.06	1.80	--
04/19/1994	1060	7.9	90	<0.05	< 1.0	152	278	1.60	0.83	28.2	4.64	1.89	4.13	.05	2.00	--
10/12/1994	1100	7.0	92	<0.05	8.0	221	280	3.00	0.80	34.0	4.89	2.05	4.04	.06	2.20	--
04/19/1995	1114	7.3	92	<0.05	2.0	178	270	3.30	0.82	--	4.99	1.97	3.82	.05	2.00	--
11/03/1995	1135	8.0	98	0.05	< 0.1	185	239	0.10	0.63	--	5.08	2.13	4.00	.05	2.40	.05
04/24/1996	1097	8.0	90	<0.05	2.0	168	263	1.80	0.76	--	4.79	2.13	3.74	.06	5.14	<.03
11/07/1996	1123	7.9	103	0.05	< 1.0	186	273	0.51	0.83	--	5.43	2.22	4.35	.06	5.40	.04
11/19/1997	1114	6.6	103	0.05	< 1.0	187	266	1.22	0.77	--	4.99	2.46	4.00	.05	1.84	.09
10/26/1998	1141	7.6	93	0.13	< 1.0	186	272	1.37	0.71	--	5.53	2.22	4.08	.06	2.10	.20
10/28/1999	1108	7.3	94	0.09	< 1.0	178	254	2.34	0.77	--	5.23	2.13	3.95	.06	2.20	<.03
10/24/2000	1015	7.2	88	0.08	< 1.0	159	233	8.32	0.08	--	4.89	1.97	3.65	.09	2.70	.15
10/24/2001	1060	7.2	94	0.10	< 1.0	174	248	2.89	0.62	--	5.28	1.81	3.82	.04	2.10	--
11/17/2002	1071	7.1	76	0.20	< 1.0	133	258	3.40	0.73	--	4.64	1.81	3.69	.06	2.80	.69

Exhibit H

3782.01

COUNTY OF MONTEREY
HEALTH DEPARTMENT

MEMORANDUM

ENVIRONMENTAL HEALTH DIVISION

Rcd 18 Mar 04

FEBRUARY 4, 2004

To: **Mary Anne Dennis, Program Manager**
Resource Protection Branch

From: **John Hodges, R.E.H.S.,**
Land Use Section

Subject: **PLN990274 Vista Nadura (Agha) Project**

The DEH issues are Wastewater & Water

Wastewater

1. Proposed subdivision of existing 50 acre parcel into 20 lots
2. Carmel Valley Wastewater Study (Montgomery Study) restrictions:
   - Project cuts through multiple sub-basins 28, 31, and 32.
   - No more subdivision in Sb 32 per BOS resolution of 2-15-83
3. Carmel Valley Master Plan 21.3.6 adopts the CVWS
4. Bestor Engineers has proposed that this project be exempt from the sub-basin 32 constraints since nearby monitoring wells have not shown an increase in NO3.

Water

1. Propose existing Cal-Am usage of 2.43 AF/Y be divided among SFDs for potable use.
2. MPWMD would deduct 15% for conservation
3. Proposes existing Ag well (~40gpm) with higher secondary Fe, SO4 be used for irrigation and sub-potable domestic uses. (Our view is that dual piping is not acceptable)

Current Cal-Am would be suitable for about 10 condominiums @ 0.23 AF/Y

If well water can be treated and water rights established, then 5.44 AF/Y available

(6.4 AF/Y total water usage for the 20 parcels, all sources combined)

Currently, BOS resolution 02-024 limits new development due to traffic issues.

Carmel Valley Land Use Advisory Committee minutes of 9-23-2002:

In answer to a question as to why a subdivision request is even accepted for consideration given the current moratorium, Hertlein reports that a BOS policy does not disallow people from submitting such requests, but may, of course, impact the final decision by the County on such requests.

Best scenario: Hi density low income housing that is connected to sanitary sewer

Derick Kelly 759 C

Exhibit I

MONTEREY COUNTY

PLANNING AND BUILDING INSPECTION DEPARTMENT

☐ 240 CHURCH STREET, SALINAS, CA 93901 PLANNING: (831) 755-5025 BUILDING: (831) 755-5027 FAX: (831) 755-5487
MAILING ADDRESS: P. O. BOX 1208, SALINAS, CA 93902

☐ COASTAL OFFICE, 2620 1st Avenue, MARINA, CALIFORNIA 93933 PLANNING: (831) 883-7500 BUILDING: (831) 883-7501 FAX: (831) 384-3261

SCOTT HENNESSY, DIRECTOR

August 21, 2002

Robert E. Rosenthal
Bohnen, Rosenthal and Dusenbury
P.O. Box 1111
Monterey, CA 93942-1111

RE: Nader Agha; PLN990274

Dear Mr. Rosenthal:

This will confirm that the Agha project has been reassigned to Patrick Kelley. Mr. Kelley is reviewing the existing file materials and is preparing an updated application package so that Mr. Agha will have a full and accurate list of application requirements. As has been pointed out in Ms. Whitney's previous correspondence to Mr. Agha, there is currently a Board of Supervisors policy that precludes subdivisions in Carmel Valley. The effect of that policy, the practical issues of any subdivision (water, traffic, design, sewage disposal, environmental resources, etc.) and the potential impact of the general plan update will be significant in the evaluation of Mr. Agha's proposal.

Should you have any questions please feel free to contact me at 883-7515 or by email at ellisd@co.montery.ca.us. Mr. Kelly can be reached at 883-7560.

Sincerely,

Dale Ellis, AICP
Assistant Director
Planning and Building Inspection

CC: Mike Novo
Patrick Kelley
File PLN 990274

BOHNEN, ROSENTHAL & DUSENBURY
AN ASSOCIATION OF LAW PARTNERSHIPS

THOMAS P. BOHNEN
ROBERT E. ROSENTHAL
DOUGLAS K. DUSENBURY
ROGER D. BOLGARD
JANE E. BEDNAR

555 ABREGO STREET
SECOND FLOOR
POST OFFICE BOX 1111
MONTEREY, CALIFORNIA 93942
TELEPHONE (831) 649-5551
FACSIMILE (831) 649-0272
BAYLAW@REDSHIFT.COM

Via facsimile (831) 755-5487 and by mail

August 23, 2002

Dale Ellis
Monterey County Planning Commission
P.O. Box 1208
Salinas, CA 93902

Re: 8767 Carmel Valley Road, CA

Dear Dale:

My client, Nader Agha and his engineer, Carl Hooper, earlier today sought to have the formal application for the Vista Nadura subdivision accepted for processing and evaluation. They were informed by the Planner, "Patrick", that he could not accept their application as there were additional requirements that must first be met before the application could be accepted. You will recall that in Ms. Whitney's letter of July 3, 2001 (enclosed), my clients were given specific instructions as to what was required by the County as a condition precedent to the application being processed. All of those conditions have been met and now, additional conditions are apparently being imposed. While my client will proceed with meeting these new conditions as soon as possible, it was our understanding based on the correspondence of Ms. Whitney, that the application would be accepted upon meeting those conditions set forth in that letter.

My fear is that this will further prejudice my client's ability to have the application timely processed and thus he will be unable to vest his rights under the present zoning. I would ask that the County Planning Department reconsider and accept the application and fees as tendered earlier today.

Please call me at your earliest convenience so that we might discuss this further.

Very Truly Yours,

BOHNEN, ROSENTHAL & DUSENBURY

ROBERT E. ROSENTHAL

RER;jk

cc: Nader Agah

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Mahir Agha
P.O. Box 413
Pebble Beach, CA 93953

August 25, 2002

Monterey County Board of Supervisors
P.O. Box 1208
Salinas, CA 93902

RE: General Plan Update / 8949 Carmel Valley Road, Carmel, CA 93923

Dear Monterey County Board of Supervisors:

We read with regret the Staff report recommending denial of our request to produce 100% affordable housing (inclusionary housing) on 40% of our property that is already zoned 1 dwelling per 2.5 acres. In addition, the Staff is recommending rezoning our property to allow only 1 dwelling per 40 acres (effectively only 1 dwelling on our 50 acres). We did not expect this and we find it highly inappropriate. This recommendation is tainted with disregard for years of our hard work and the satisfactory completion of many requirements requested by the Monterey County Planning Department. In addition, the process and methodology applied by the Staff in this recommendation is significantly flawed.

We have been in the process of developing this property for many years and have diligently and with much effort completed the many requests made by the County. Having done so, we were very near the beginning stages of development when this recommendation was presented. The thought of changing our zoning to the Staff's recommendation at this time because of newly conceived standards is simply unethical and unreasonable.

It is unclear (Staff's descriptions and on-line maps are not clear enough to interpret), but it appears that one of the "reasons" that Staff recommended to change our zoning was because our developed area (including our property) is not included in the newly formed Mid-Carmel Valley Rural Center (I believe created by an inappropriate textbook-like 1 mile radius). There is no apparent reason to change our current zoning. The staff of 1982 spent hundreds of hours and 3 years drafting (relying upon consultant, specialists and EIR) the 2.5 acres per lot line designation, contained with boundaries paralleling Carmel Valley Road/Highway G16 600 yards to the north and a short distance away from the highway to the south. Much effort and tax dollars were spent to conceive and implement the 1982 2.5 acres designation, (which we objected to at that time). This approach to density is an effective, well thought out planning mechanism and should be maintained. This density boundary method is much more appropriate for a narrow valley such as ours with density paralleling the road (a radius zoning designation does not work for this area, but possibly appropriate for an area such as California's Central Valley which is flat). If the current common sense approach is not to be continued, it is abundantly clear that our property and the developed area around our property either should have been included in the Mid-Carmel Valley Rural Center or established as its own Rural Center. Staff was either not aware or forgot that our property was already reduced in 1982 from 1 acre per dwelling unit (50 units on our property) to 2.5 acres per dwelling unit for a new total of only 20 units on our property which was a 60% reduction.

I reviewed the information on your website regarding the zoning changes, as well as the rationale provided by the Staff for their recommendations. In doing so, I noted several significant errors and oversights; if these had not been committed, our zoning would have been preserved. The following issues are among those noted in my review:

- In regard to the establishment of Tier I, Tier II, and Tier III, the following phrase is used in regard to defining Tier III: "...and where there is no local interest in further subdivisions or intensification of use." This phrase is highly subjective and debatable as it applies to our Community Area.

- Please find my comments regarding your "detailed...criteria" of a Rural Center as follows:

  - Please note that the immediate area proximate to our property includes a fire station (Mid-Valley); two houses of worship (one of which accommodates a sizable youth center); four schools; a very large winery with a retail-commercial-like parking lot, a visitor center, a building used for entertaining large numbers of clients with multi-course dinners, and which has big-rigs making deliveries and shipments; a roadside fruit and vegetable stand; a nursery; an upholstery business; a very large, high-density senior housing community; and our currently operating equestrian center. In between this functional Rural Center and the Mid-Carmel Valley Rural Center are located another nursery (Griggs) and a bed and breakfast/wedding site (The Holly Farm). These services fulfill criteria A and B. On the other hand, I know of no public or quasi-public services or uses to be found in the Mid-Carmel Valley Rural Center as it is currently defined.

  - Criteria C1 is satisfied in that there are many properties in our immediate developed area zoned as 1 unit per acre; there are with absolute certainty complete and separate parcels in the immediately area as small as 6,000 square feet.

  - Criteria C2 is met in one of two ways. This criterion is somewhat nebulous in that, as stated above, our developed area either should have been included in the Mid-Carmel Valley Rural Center, or it should have been established as its own Rural Center. This criterion is addressed either way.

  - Criteria C3 does not apply.

  - Criteria D does not apply.

  - Criteria E does not apply.

  - The portion of Criteria F that is suggested as applicable to our property is F4. This is an incorrect categorization. Fortunately, a majority of our land is flat or at a gradual slope and on stable land. To label our property Rural Land and only eligible for 1 dwelling due to a very small portion of the parcel being at +-30% slope is ridiculous. Have any members of your staff inspected this property? To classify this entire property as +30% slope is incorrect. To

describe more than a very small portion of our property as having "High soil erosion" and "high landslide susceptibility" is incorrect.

- Criteria G does not apply.

- It is unclear, but it appears that Criteria H has been developed in a disingenuous manner. It is indicated that the area north of Carmel Valley Road is excluded, because the majority of the land north of Carmel Valley Road is at a 30% slope. If the majority of the land north of Carmel Valley Road is at a slope, it is acceptable that this portion at this slope be designated for 1 dwelling per 40 acres, but not simply all of the land north of Carmel Valley Road. Just because some land is at a significant slope in a quasi-geographical area, all of the land should not be disqualified for development. This appears arbitrary and just does not make sense. In addition, flat land north of Carmel Valley Road in the Mid-Carmel Valley Rural Center (or in the effective Rural Center surrounding the Mid-Carmel Valley Fire Station) should be desired for development as it is away from flood hazards.

- Criteria I does not apply as we addressed criteria A through H.

- Criteria J, K, L do not apply for obvious reasons.

Justification by the Staff to recommend the changing of our zoning was also based on "Objective 3". I consider myself a staunch environmentalist and very supportive of environmental protective measures. But our land has no value to farming, mining or eco-tourism. We have not used it for grazing in the two plus decades that we have owned it and we probably will not use it for such, as it is relatively small. It is not desirable as parkland. It is adjacent to and partially circumventing the Carmel Valley Manor, one of the highest density, largest properties in Carmel Valley. In addition, because our property is behind Carmel Valley Manor and is mostly flat, the subdivision will not be visible from Carmel Valley Road or from most other properties, except those few properties at high elevation and of otherwise high visibility. Traffic flow issues have been addressed with the recent improvements to Carmel Valley Road, and, with the development of our property, our Equestrian property will be significantly downsized, which will reduce traffic in the area. The hillside on the north side of our property and the adjacent property to the north will function as a "distinction between urban and rural areas". "Objective 3" simply just does not apply.

Overall, we are very disappointed in the approach that the Staff has taken in regard to our property, as well as with the general zoning methodology applied to Carmel Valley. We are determined to resolve these issues so that our current zoning is preserved, allowing us to continue our decades-long effort to positively contribute to the community. We sincerely hope that the Monterey County Board of Supervisors will appropriately consider our concerns.

Sincerely,

Mahir Agha

Exhibit J

MONTEREY COUNTY PLANNING COMMISSION

Meeting: September 8, 2010 **Time:** 9:00 a.m.	**Agenda Item No.:** 1
Project Description: Combined Development Permit consisting of: 1) Preliminary Project Review Map and a Vesting Tentative Map for the subdivision of 891 acres into 73 market-rate residential lots and 22 affordable housing lots (15 inclusionary and 7 deed-restricted workforce housing lots) for a total of 95 residential lots; a 20.2 acre existing equestrian facility and accessory structures related to that use (Parcel E); 300.5 acres of common open space (Parcels A & C); 242.9 acres of public open space for donation/dedication (Parcel D); 250.7 acres of private open space (conservation and scenic easement) on each lot outside of the building envelope; 6.9 acres of open space reserved for future public facilities (Parcel B); annexation to the Carmel Area Wastewater District for sewage disposal; 2) a Use Permit for the public/commercial use of the equestrian center & stables for a maximum of 50 horses and a maximum water use of 3.0 acre-feet per year; 3) a Use Permit for an on-site water system including new wells, backup well(s), booster pumps, water tanks and piping for fire suppression and residents of the subdivision; 4) a Use Permit for removal of a maximum of 819 protected Coast live oaks; 5) an Administrative Permit for up to 100,000 cubic yards of grading in an "S" (Site Plan Review) Overlay Zoning District for subdivision infrastructure and improvements including, but not limited to, development of roads, water tanks, water system, and drainage detention areas; 6) a Use Permit to allow development on slopes greater than 30 percent for affordable housing on Lots 5 through 11, subdivision infrastructure and subdivision improvements; and 7) an Administrative Permit for affordable housing, equestrian center caretaker unit/public office, a tract sales office and a security gatehouse.	
Project Location: Carmel Valley Road between Canada Way and Valley Greens Drive, Carmel Valley	**APNs:** 015-171-010-000, 015-171-012-000, 015-361-013-000, and 015-361-014-000
Planning File Number: PC95062 / PLN050001	**Owner:** September Ranch Partners **Agent:** Lombardo & Gilles
Planning Area: Carmel Valley Master Plan	**Flagged and staked:** Yes
Zoning Designation: : RDR/10-D-S-RAZ [Rural Density Residential, 10 acres per unit with Design Control, Site Plan Review, and Residential Allocation Zoning District Overlays] and LDR/2.5-D-S-RAZ [Low Density Residential, 2.5 acres per unit with Design Control, Site Plan Review, and Residential Allocation Zoning District Overlays]	
CEQA Action: Environmental Impact Report	
Department: RMA - Planning Department	

RECOMMENDATION:

Staff recommends that the Planning Commission adopt a resolution (**Exhibit C**) to:

1) Recommend that the Board of Supervisors certify the Final Revised Environmental Impact Report including the Final Revised Water Demand Analysis;
2) Recommend that the Board of Supervisors approve the Project subject to recommended conditions of approval (**Exhibit C-1**); and
3) Recommend that the Board of Supervisors adopt the Mitigation Monitoring and Reporting Program for the Project (**Exhibit C-1**).

PROJECT OVERVIEW:

The first Environmental Impact Report (EIR) for the September Ranch Subdivision was certified by the County in 1998. In 2001, the Sixth District Court of Appeal affirmed a Superior Court determination that additional analysis was needed with respect to water supply baseline, water rights, water-related mitigation, and growth-inducing impacts. In 2006, the County took a fresh look at the Project and all potential impacts. On December 12, 2006 the County certified the

Revised EIR for the September Ranch Subdivision ("Revised EIR") and approved the combined development permit for the September Ranch Subdivision Project consisting of 73 market rate homes, 15 inclusionary units and 7 workforce units (Resolution No. 06-363).

The Revised EIR was again challenged pursuant to the California Environmental Quality Act (CEQA), and in September 2008 the Superior Court found the Revised EIR legally sufficient with the exception of the issue of water demand, water cap, and cumulative impacts as to water demand. The Court directed the County to vacate the certification of the EIR, void the approvals of the Project, and take no further action on the Project "without the preparation, circulation, and consideration under CEQA of a legally adequate document adopted in compliance with CEQA which properly analyzes water demand, water cap, and cumulative impacts as to water demand." (Judgments Granting Peremptory Writ of Mandate, issued September 16, 2008 and September 30, 2008 (Monterey County Superior Court Case Nos. M82632 and M82643).) In compliance with the writ, on July 21, 2009, the Board of Supervisors adopted Resolution No. 09-356, which rescinded Resolution No. 06-363 and, thereby, vacated the certification of the Final Revised EIR and voided the approval of permits and entitlements for the September Ranch Project.

The County prepared a Revised Water Demand Analysis (**Exhibit F**)to comprehensively reanalyze water demand for the Project pursuant to direction of the Monterey County Superior Court and the requirements of CEQA, Public Resources Code § 21000 et seq., and implementing regulations, Title 14, California Code of Regulations § 15000 et seq. The Revised Water Demand Analysis is a recirculated portion of the September Ranch Revised Environmental Impact Report (EIR) and was circulated for review through the State Clearinghouse with comments accepted from August 11, 2009 to September 28, 2009. The Revised Water Demand Analysis fulfills the Court's direction for analysis of water demand, water cap, and cumulative impacts as to water demand.

OTHER AGENCY INVOLVEMENT: The following agencies have reviewed the project and those that are checked (✓) have recommended conditions:

✓ Water Resources Agency	✓ Carmel Valley Fire Protection District
✓ Environmental Health Division	✓ Sheriff's Office
✓ Public Works Department	✓ Housing & Redevelopment
✓ Parks Department	

Conditions recommended by each of the agencies noted above have been incorporated into the Condition Compliance/Mitigation Monitoring and Reporting Plan attached as **Exhibit 1** to the draft resolution (**Exhibit C**).

LUAC RECOMMENDATION:
The Carmel Valley Land Use Advisory Committee (LUAC) unanimously recommended denial of the project at their meeting on March 21, 2005.

Laura M. Lawrence, R.E.H.S., Planning Services Manager
(831) 755-5148, lawrencel@co.monterey.ca.us
August 31, 2010

cc: Front Counter Copy; Planning Commission; Carmel Valley Fire Protection District; Public Works Department; Parks Department; Environmental Health Bureau; Water Resources Agency; Laura Lawrence, Planning Services Manager; Carol Allen, Senior Secretary; September Ranch Partners, Owner; Lombardo & Gilles, Agent; Law Offices of Michael Stamp; Planning File PLN050001.

Attachments:	Exhibit A	Project Data Sheet
	Exhibit B	Project Discussion
	Exhibit C	Draft Resolution, including: 1. Conditions of Approval and Mitigation Monitoring and Reporting Program 2. Vesting Tentative Map 3. Board of Supervisors Resolution 06-363 4. Peremptory Writ of Mandate Superior Court of Monterey County (Nos. M82632 and M82643)
	Exhibit D	Vicinity Map
	Exhibit E	Final Revised Water Demand Analysis (distributed to the Planning Commission, Property Owner, Property Owner's Agent, and the Law Offices of Michael Stamp)*
	Exhibit F	March 21, 2005 LUAC Minutes (excerpted)

*available for public review upon request

MN

This report was reviewed by Mike Novo, Director of Planning

EXHIBIT A

Project Data Sheet for PLN050001

Project Title:	SEPTEMBER RANCH PARTNERS	Primary APN:	015-171-010-000
Location:	CARMEL VALLEY RD CARMEL	Coastal Zone:	No
Applicable Plan:	Carmel Valley Master Plan	Zoning:	LDR/2.5-D-S-RAZ & RDR/10-D-S-RAZ
Permit Type:	Combined Development Permit,		
Environmental Status:	Environmental Impact Report Prepared	Plan Designation:	RDR-5+ acres/unit & LDR-5 to1 ac
Advisory Committee:	Carmel Valley	Final Action Deadline (884):	7/11/1996

Project Site Data:

Lot Size:	Varies	Coverage Allowed:	25%
		Coverage Proposed:	N/A
Existing Structures (sf):	Yes	Height Allowed:	30'
Proposed Structures (sf):	N/A	Height Proposed:	N/A
Total Sq. Ft.:	N/A	FAR Allowed:	N/A
		FAR Proposed:	N/A

Resource Zones and Reports:

Environmentally Sensitive Habitat:	Yes	Erosion Hazard Zone:	HIGH/MOD.
Biological Report #:	PC95062	Soils Report #:	PC95062
Forest Management Rpt. #:	PC95062		
Archaeological Sensitivity Zone:	HIGH/MOD.	Geologic Hazard Zone:	IV
Archaeological Report #:	PC95062	Geologic Report #:	PC95062
Fire Hazard Zone:	HIGH	Traffic Report #:	PC95062

Other Information:

Water Source:	NEW WATER SYSTEM	Sewage Disposal (method):	SEWER
Water Dist/Co:	N/A	Sewer District Name:	CAWD
Fire District:	CARMEL VALLEY FPD	Grading (cubic yds.):	100,000
Tree Removal:	3,582		

EXHIBIT B
DISCUSSION

Project History

The first Environmental Impact Report (EIR) for the September Ranch Subdivision was certified by the County in 1998. In 2001, the Sixth District Court of Appeal affirmed a Superior Court determination that additional analysis was needed with respect to water supply baseline, water rights, water-related mitigation, and growth-inducing impacts. In 2006, the County took a fresh look at the Project and all potential impacts. On December 12, 2006 the County certified a Revised EIR for the September Ranch Subdivision ("Revised EIR") and approved the combined development permit for the September Ranch Subdivision Project consisting of 73 market rate homes, 15 inclusionary units and 7 workforce units (Resolution No. 06-363).

The Revised EIR was again challenged pursuant to the California Environmental Quality Act (CEQA), and in September 2008 the Superior Court found the Revised EIR legally sufficient with the exception of the issue of water demand, water cap, and cumulative impacts as to water demand. The Court directed the County to vacate the certification of the Revised EIR, void the approvals of the Project, and take no further action on the Project "without the preparation, circulation, and consideration under CEQA of a legally adequate document adopted in compliance with CEQA which properly analyzes water demand, water cap, and cumulative impacts as to water demand." (Judgments Granting Peremptory Writ of Mandate, issued September 16, 2008 and September 30, 2008 (Monterey County Superior Court Case Nos. M82632 and M82643; Peremptory Writ of Mandate signed by the judge on December 23, 2008 and signed by the Court's Clerk on January 23, 2009, attached as Exhibit C-4 to this staff report).) In compliance with the writ, on July 21, 2009, the Board of Supervisors adopted Resolution No. 09-356, which rescinded Resolution No. 06-363 and, thereby, vacated the certification of the Revised EIR and voided the approval of permits and entitlements for the September Ranch Project.

Revised Water Demand Analysis

The County prepared the Revised Water Demand Analysis to comprehensively reanalyze water demand for the Project pursuant to direction of the Monterey County Superior Court and the requirements of CEQA, Public Resources Code § 21000 et seq., and implementing regulations, Title 14, California Code of Regulations § 15000 et seq. The Revised Water Demand Analysis is a recirculated portion of the Revised EIR.

Specifically, the Revised Water Demand Analysis replaces and updates the following:

- Replaces the Revised EIR's water demand analysis, which consists of the two full paragraphs and table (Table 4.3-5) immediately following the heading "Less than Significant Impact – Substantially Degrade Groundwater or Interfere with Groundwater Recharge" within the Water Supply and Availability Chapter on pages 4.3-41 to 4.3-42 of the Recirculated Portion of the Draft Revised EIR;
- Replaces Master Response 17 in the July 2006 Final EIR on pages 3-15 to 3-19.
- Updates Table 5-1 and some accompanying text within the Cumulative Impacts Analysis Section (Section 5.1.1) on pages 5-2 and 5-3 of the Recirculated Portion of the Draft Revised EIR.

The Revised Water Demand Analysis was circulated for review through the State Clearinghouse, with comments accepted from August 11, 2009 to September 28, 2009. The Revised Water Demand Analysis fulfills the Court's direction for analysis of water demand, water cap, and cumulative impacts as to water demand.

Planning Commission Hearing

The Project comes before the Planning Commission for recommendation following the preparation of the Final Revised Water Demand Analysis dated August 2010. The Final Revised Water Demand Analysis, together with the 2006 Final Revised EIR, provides the environmental review of the Project (Final EIR). The Project analyzed in the Final Revised Water Demand Analysis is the 73/22 Alternative as identified in the 2006 EIR and as modified by the Board in 2006 because the applicant is no longer pursuing the larger project that it had originally proposed.

As a result of the Board's adoption of Resolution No. 09-356 which satisfied the Peremptory Writ of Mandate by rescinding the prior certification of the 2006 Final Revised EIR and the prior approval of the project, the Board of Supervisors is the appropriate authority to consider certification of the Final Revised EIR with the Final Revised Water Demand Analysis and to once more consider action on the Project application. The role of the Planning Commission is to make recommendations to the Board on these actions following the Planning Commission's consideration of the Final EIR. Is is expected that the Commission's principal focus will be on the Final Revised Water Demand Analysis, which substantively reanalyzed the issues of water demand, water cap, and cumulative effects as to water demand and, thus, replaces and updates the relevant portions of the 2006 Final Revised EIR. The court has already determined that the 2006 Final Revised EIR contained a legally adequate discussion on all other issues.

EXHIBIT C
DRAFT RESOLUTION

Before the Planning Commission in and for the County of Monterey, State of California

In the matter of the application of:
SEPTEMBER RANCH PARTNERS (PLN050001)
RESOLUTION NO.
Resolution by the Monterey County Planning Commission:

1) Recommending that the Board of Supervisors certify the Final Revised Environmental Impact Report including the Final Revised Water Demand Analysis;
2) Recommending that the Board of Supervisors approve the Project subject to recommended conditions of approval (**Exhibit 1**); and
3) Recommending that the Board of Supervisors adopt the Mitigation Monitoring and Reporting Program for the Project (**Exhibit 1**).

(PC95062 / PLN050001, September Ranch Partners, Carmel Valley Road, Carmel Valley Master Plan (APNs: 015-171-010-000, 015-171-012-000, 015-361-013-000, AND 015-361-014-000).

The September Ranch Partners application (PC95062 / PLN050001) came on for public hearing before the Monterey County Planning Commission on September 8, 2010. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Planning Commission finds and decides as follows:

FINDINGS

1. **FINDING:** **PROJECT BACKGROUND.** The September Ranch Partners Combined Development Permit, as described in Condition #1 in Exhibit 1, attached, consists of: 1) a Preliminary Project Review Map and Vesting Tentative Map for the subdivision of 891 acres into 73 market-rate residential lots and 22 affordable housing lots (15 inclusionary and 7 deed-restricted workforce housing lots) for a total of 95 residential lots; a 20.2 acre existing equestrian facility and accessory structures related to that use (Parcel E); 300.5 acres of common open space (Parcels A & C); 242.9 acres of public open space for donation/dedication (Parcel D); 250.7 acres of private open space (conservation and scenic easement) on each lot outside of the building envelope; 6.9 acres of open space reserved for future public facilities (Parcel B); annexation to the Carmel Area Wastewater District for sewage disposal; 2) a Use Permit for the public/commercial

use of the equestrian center & stables for a maximum of 50 horses and a maximum water use of 3.0 acre-feet per year; 3) a Use Permit for an on-site water system including new wells, backup well(s), booster pumps, water tanks and piping for fire suppression and residents of the subdivision; 4) a Use Permit for removal of a maximum of 819 protected Coast live oaks; 5) an Administrative Permit for up to 100,000 cubic yards of grading in an "S" (Site Plan Review) Overlay Zoning District for subdivision infrastructure and improvements including, but not limited to, development of roads, water tanks, water system, and drainage detention areas; 6) a Use Permit to allow development on slopes greater than 30 percent for affordable housing on Lots 5 through 11, subdivision infrastructure and subdivision improvements; and 7) an Administrative Permit for affordable housing, equestrian center caretaker unit/public office, a tract sales office and a security gatehouse (hereafter "the Project"). The Project comes before the Planning Commission for recommendation and for action by the Board of Supervisors following the preparation of the Final Revised Water Demand Analysis, as described below.

EVIDENCE: a) On June 16, 1995, September Ranch Partners filed an application for a Combined Development Permit (PC95062, September Ranch Partners) consisting of a preliminary Project Review Map, a Vesting Tentative Map to allow the division of 902 acres creating 100 market rate units, 17 inclusionary housing units, a lot for the existing equestrian facility, and open space. The application was deemed completed on July 13, 1995. The application, plans, and support materials submitted by the project applicant to the Monterey County Planning Department for the proposed development are found in Project Files PC95062 and PLN050001.

b) On December 1, 1998, the Board of Supervisors approved the Combined Development Permit (PC95062, September Ranch Partners) consisting of a preliminary Project Review Map, a Vesting Tentative Map to allow the division of an 891-acre parcel creating 94 market rate units, 15 inclusionary housing units, a 20.2 acre lot for the existing equestrian facility (with one employee unit), and 791 acres of open space. The application, plans, and support materials submitted by the project applicant to the Monterey County Planning Department for the proposed development are found in Project Files PC95062 and PLN050001.

c) The approval was challenged in court by *Save Our Peninsula Committee et al.* and *Sierra Club et al.* The Superior Court of Monterey County (Nos. M42412 and M42485) held that the EIR was legally inadequate under the California Environmental Quality Act (CEQA), Public Resources Code §21000 *et seq.* In Resolution No. 01-374, the Board of Supervisors vacated its December 1998 certification and approval. The application filed in 1995 remains on file; the proposed project is substantially consistent with the application deemed complete in 1995.

d) On December 12, 2006, the County Board of Supervisors adopted Resolution No. 06-363 certifying a Revised Environmental Impact Report on the September Ranch Subdivision ("Revised EIR"),

adopting a passing score, approving a Combined Development Permit for the September Ranch subdivision project, and adopting the associated Mitigation Monitoring and Reporting Plan. The project approved under the Combined Development Permit consisted of the 73/22 Alternative as identified in the Revised EIR as modified by the Board following public hearing. The Combined Development Permit included approval of a Vesting Tentative Map for the subdivision of 891 acres into 73 market-rate residential lots, 15 inclusionary housing lots and 7 workforce housing lots. (Board of Supervisors' Resolution No. 06-363). A copy of Board of Supervisors' Resolution No. 06-363 is attached to this resolution as Exhibit 3.

e) The approval was challenged in court by *Sierra Club et al.* and *Helping Our Peninsula's Environment.* In September 2008, the Superior Court of Monterey County (Nos. M82632 and M82643) entered judgment finding that the EIR was legally sufficient under the California Environmental Quality Act (CEQA), Public Resources Code §21000 *et seq.* except as to issues of water demand, water cap, and cumulative impacts as to water demand. A Peremptory Writ of Mandate, signed by the judge on December 23, 2008 and signed by the Court's Clerk on January 23, 2009, was issued requiring the County to vacate the certification of the Revised EIR, void the approvals of the Project, and take no further action on the Project "without the preparation, circulation, and consideration under CEQA of a legally adequate document adopted in compliance with CEQA which properly analyzes water demand, water cap, and cumulative impacts as to water demand." (Peremptory Writ of Mandate (Nos. M82632 and M82643).) A copy of the Peremptory Writ of Mandate is attached hereto as Exhibit 4 and incorporated herein by reference.

f) In compliance with the Judgments Granting Peremptory Writs of Mandate, issued by the court on September 16, 2008 and September 30, 2008 (Monterey County Superior Court Case Nos. M82632 and M82643), the Board of Supervisors rescinded Resolution No. 06-363, vacated the certification of the Final Revised EIR, and voided the approval of permits and entitlements for the September Ranch Project (Board of Supervisors' Resolution No. 09-356.).

g) The County has prepared the Revised Water Demand Analysis, fulfilling the Court's direction for analysis of water demand, water cap, and cumulative impacts as to water demand. The Revised Water Demand Analysis replaces and updates the following:

- Replaces the Revised EIR's water demand analysis, which consists of the two full paragraphs and table (Table 4.3-5) immediately following the heading "Less than Significant Impact – Substantially Degrade Groundwater or Interfere with Groundwater Recharge" within the Water Supply and Availability Chapter on pages 4.3-41 to 4.3-42 of the Recirculated Portion of the Draft Revised EIR;
- Replaces Master Response 17 in the July 2006 Final EIR on pages 3-15 to 3-19.
- Updates Table 5-1 and some accompanying text within the Cumulative Impacts Analysis Section (Section 5.1.1) on pages 5-2

and 5-3 of the Recirculated Portion of the Draft Revised EIR. The document entitled "Revised Water Demand Analysis: 2009 Recirculated Portion of the Final Revised Environmental Impact Report" was circulated for public comment from August 12, 2009 through September 28, 2009. The Final Revised Water Demand Analysis, which contains responses to comments Revised Water Demand Analysis on the 2009 Recirculated Portion of the Final Revised Environmental Impact Report, was released to the public on August 27, 2010. The Revised Water Demand Analysis, together with the Final Revised EIR which contains a legally sufficient discussion on all other issues, provides the environmental review of the Project.

h) The Project analyzed in the Revised Water Demand Analysis and that is the subject of this Planning Commission recommendation is the 73/22 Alternative because the applicant is no longer pursuing the larger project that it had originally proposed.

2. **FINDING:** **CONSISTENCY.** The Project, as conditioned, is consistent with applicable provisions of the Monterey County General Plan, Carmel Valley Master Plan, Monterey County Zoning Ordinance (Title 21 of the Monterey County Code), Monterey County Subdivision Ordinance (Title 19 of the Monterey County Code), Monterey County Code 18.46.040, Monterey County Inclusionary Housing Ordinance, Air Quality Management Plan and Transportation Plans & Policies.

a) The project site is located on Carmel Valley Road (Assessor's Parcel Numbers 015-171-010-000, 015-171-012-000, 015-361-013-000, and 015-361-014-000), Carmel Valley in the County of Monterey.

b) The evidence from Finding 1 (Consistency) in Resolution 06-363 is incorporated herein by reference except as amplified and/or revised herein.

c) The County of Monterey is in the process of updating its 1982 General Plan. However, pursuant to Government Code Section 66474.2, the County is applying those ordinances, policies, and standards as of the date the application for the vesting tentative map was deemed complete (July 13, 1995). Therefore the 1982 General Plan and the ordinances in effect as of the completeness date apply.

d) Nothing in the Final Revised Water Demand Analysis changes the consistency analysis and conclusions contained in Finding 1 of Resolution No. 06-363 or the EIR sections referenced above.

e) Administrative record including material in Planning Department files PC95062 and PLN050001.

3. **FINDING:** **NO VIOLATIONS.** The subject property is in compliance with all rules and regulations pertaining to zoning uses, subdivision and any other applicable provisions of the County's zoning ordinance. No violations exist on the property. Zoning violation abatement costs, if any, have been paid.

EVIDENCE: a) Staff reviewed Monterey County Planning Department and Building Services Department records and is not aware of any violations existing on subject property.

b) Staff conducted site visits on March 16, 2005 and July 25, 2006 to verify that the project on the subject parcel conforms to the plans submitted under PLN050001.

c) The application, plans, and support materials submitted by the project applicant to the Monterey County Planning Department for the proposed development are found in Project Files PC95062 and PLN050001.

4. **FINDING:** **HEALTH AND SAFETY.** The establishment, maintenance or operation of the project applied for will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use; or be detrimental or injurious to property and improvements in the neighborhood; or to the general welfare of the County.

EVIDENCE: a) The proposed development has been reviewed by the Monterey County RMA – Planning Department, Water Resources Agency, Public Works Department, Environmental Health Bureau, Parks and Recreation Department, Housing and Redevelopment Agency, Sheriff's Office and the Carmel Valley Fire Protection District as part of the project design and environmental review process. The respective departments have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood; or the County in general.

b) The application, plans, and support materials submitted by the project applicant to the Monterey County Planning Department for the proposed development are found in Project Files PC95062 and PLN050001.

c) In order to construct internal access roads, the project proposes grading over slopes in excess of 30 percent. Therefore, the project requires the granting of a Use Permit to allow development on slopes of 30 percent or more (Monterey County Code Section 21.64.230). See Finding 6.

d) Up to approximately 34.90 acres of Monterey pine/coast live oak forest habitat will be impacted for construction of roads, utilities, and building pads. Therefore, the project requires a Use Permit for tree removal (Monterey County Code Section 21.64.260.D). See Finding 5.

e) Draft Revised EIR dated December 2004, Recirculated Draft Revised EIR dated February 2006, and Final Revised EIR dated July 2006, and Final Revised Water Demand Analysis dated August 2010.

f) Preceding and following Findings and supporting evidence.

5. **FINDING:** **TREE REMOVAL.** The tree removal is the minimum required under the circumstances of the case. The removal will not involve a risk of adverse environmental impacts, as fully described in Monterey County Code Section 21.64.260.D.5, such as soil erosion, impacts to water quality, ecological impacts, increases in noise pollution, reduce the ability of vegetation to reduce wind velocities, or significantly reduce available habitat.

EVIDENCE: a) The evidence from Finding 3 (Tree Removal) in Resolution 06-363 is incorporated herein by reference except as amplified and/or revised herein.

b) In Resolution 06-363, Finding 3 (Tree Removal), 8th Evidence shall be revised to read "~~The tree removal under the Proposed Project involves six percent of the oak trees and four percent of the Monterey pine trees found on the project site.~~ The tree removal under the Proposed Project, the 73/22 Alternative, involves five percent of the oak trees and two percent of the Monterey pine trees found on the project site."

6. **FINDING:** **30 PERCENT SLOPES.** The proposed development on over 30 percent slopes better achieves the goals, policies, and objectives of the Monterey County General Plan and Carmel Valley Master Plan than other development alternatives consistent with CVMP Policy 26.1.10.1. There is no feasible alternative which would allow development to occur on slopes of less than 30 percent.

EVIDENCE: The evidence from Finding 5 (30 Percent Slopes) in Resolution 06-363 is incorporated herein by reference.

7. **FINDING:** **TENTATIVE MAP** – None of the findings found in Section 19.05.055.B of the Monterey County Code Title 19 (Subdivision Ordinance) can be made.

EVIDENCE: a) The evidence from Finding 6 (Tentative Map) in Resolution 06-363 is incorporated herein by reference except as amplified by the Final Revised Water Demand Analysis dated August 2010.

8. **FINDING:** a) **INCLUSIONARY HOUSING.** In approving the vesting tentative map, the decision-making body has balanced the housing needs of the County against the public service needs of its residents and available fiscal and environmental resources. The applicant is required to comply with provisions of Monterey County's Inclusionary Housing Ordinance

EVIDENCE: The evidence from Finding 8 (Inclusionary Housing) in Resolution 06-363 is incorporated herein by reference.

9. **FINDING:** **RECREATIONAL REQUIREMENTS.** The applicant will be required to comply with the recreational requirements of Title 19, Section 19.12.010.

EVIDENCE: The evidence from Finding 9 (Recreational Requirements) in Resolution 06-363 is incorporated herein by reference.

10. **FINDING:** **SITE SUITABILITY.** The site is physically suitable for the proposed development.

EVIDENCE: The evidence from Finding 10 (Site Suitability) in Resolution 06-363 is incorporated herein by reference.

11. **FINDING:** **PRELIMINARY PROJECT REVIEW MAP.** The Planning Commission finds, based on substantial evidence, that Project complies with the requirements of Monterey County Code Section 19.07.025.G.

EVIDENCE: a) See Finding 7 and associated evidence.

b) Draft Revised EIR dated December 2004, Recirculated Draft Revised EIR dated February 2006, and Final Revised EIR dated July 2006, and Final Revised Water Demand Analysis dated August 2010.

12. **FINDING:** **DRAFT REVISED WATER DEMAND ANALYSIS CIRCULATED.** A Revised Water Demand Analysis on the 2009 Recirculated Portion of the Final Revised Environmental Impact Report dated August 2009, was distributed to responsible agencies, trustee agencies, other departments and agencies, and interested parties including the State Clearinghouse (SCH#1995083033) in accordance with the California Environmental Quality Act. The public comment period for this document was from August 11, 2009 to September 28, 2009.

EVIDENCE: a) A Notice of Completion, dated August 10, 2009, was sent to the State Clearinghouse, along with copies of the Draft Revised Water Demand Analysis, which were circulated to State agencies.

b) A Notice of Availability was published, mailed to interested parties and property owners within 300 feet of the project boundaries, and was provided to the Carmel Valley Library and the City of Carmel-by-the-Sea Library.

c) Administrative record including material in Planning Department files PC95062 and PLN050001.

d) This finding supplements Finding 16 (Draft Revised EIR Circulated) in Board of Supervisors Resolution No. 06-363.

13. **FINDING:** **DRAFT REVISED WATER DEMAND ANALYSIS COMMENTS.** Comments on the Draft Revised Water Demand Analysis were received from agencies and interested parties.

EVIDENCE: Administrative record including material in Planning Department files PC95062 and PLN050001.

14. **FINDING:** **FINAL REVISED EIR RELEASED.** On August 27, 2010, the Final Revised EIR including the Final Revised Water Demand Analysis was released to the public, which responded to significant environmental issues raised in the comments.

EVIDENCE: Administrative record including material in Planning Department files PC95062 and PLN050001.

15. **FINDING:** **RECIRCULATION NOT REQUIRED** The Planning Commission has assessed all changes and new information identified from public

comments and staff investigation since circulation of the Revised Water Demand Analysis in August-September 2009, and based on the record as a whole finds that recirculation is not required.

EVIDENCE: a) Recirculation is generally not required when the only additional information clarifies or amplifies or makes insignificant modifications to the EIR, while recirculation would be required if there were significant new information showing a new significant environmental impact, a substantial increase in the severity of a previously identified environmental impact, a mitigation measure considerably different from others previously analyzed that would clearly less the project's environmental impacts, or the draft was so fundamentally inadequate and cursory that it precluded meaningful public comment.

b) Minor changes and edits have been made to the text, tables and figures of the Revised Water Demand Analysis, as set forth in the Errata (pages 67–71). Most of the changes involved tightening the conditions of approval to provide further assurance that water use at September Ranch will remain within the forecasted estimates. These changes are principally requiring more details in the required water use reporting, further requirements for irrigation equipment and water-saving interior fixtures, prohibiting subdivision phase approval absent compliance with MPWMD's Pro Rata Expansion Capacity policy, ensuring County and MPWMD entry onto individual lots for monitoring and enforcement, prohibiting changes in installed landscaping or irrigation system absent evidence that the changes will not increase water use, and limiting the total area that may be used on each lot for irrigated landscaping and exterior water features. These changes strengthen the conclusion that water demand at September Ranch will not exceed 57.21 AFY, and thereby clarify or amplify the adequate analysis in the Revised Water Demand Analysis.

c) Additional data on water use in neighboring subdivisions has also been added to reflect acquisition of water use reports released since preparation of the Revised Water Demand Analysis, as well as correcting numerical errors and making minor adjustments to the data. The Planning Commission finds that these changes are of a minor, non-substantive nature and do not require recirculation of the Revised EIR.

d) Draft Revised EIR dated December 2004, Recirculated Draft Revised EIR dated February 2006, Final Revised EIR dated July 2006, and Final Revised Water Demand Analysis dated August 2010.

e) Administrative record including material in Planning Department files PC95062 and PLN050001.

16. **FINDING:** **BOARD OF SUPERVISORS RESOLUTION 06-363.** The Findings and the associated Evidence in Board of Supervisors Resolution No. 06-363 in relation to the environmental review conducted under the California Environmental Quality Act (CEQA) and the findings under CEQA, specifically Findings 12 through 32 and associated evidence of Resolution No. 06-363, are incorporated herein by reference, except as amplified and revised by the findings in this resolution relating to water demand and water cap.

EVIDENCE: The Judgments entered in Case No. M82632 and Case No. M82643 declare that the revised EIR certified by the Board of Supervisors in 2006 contains a legally sufficient discussion on all issues other than water demand, water cap, and cumulative impacts as to water demand. Accordingly, the findings and evidence contained in Resolution No. 06-363 with respect to environmental impacts of the Project are incorporated herein by reference, except for the findings which are set forth below with respect to water demand, water cap, and cumulative impacts as to water demand.

17. **FINDING:** **ENVIRONMENTAL IMPACTS FOUND TO BE LESS THAN SIGNIFICANT - WATER DEMAND AND WATER CAP.** The County has systematically reanalyzed the water demand for the Project in light of the Superior Court writ issued in *Sierra Club, Save Our Carmel River, Patricia Bernardi v. County of Monterey Board of Supervisors* and *Helping Our Peninsula's Environment v. County of Monterey* (Monterey County Superior Court Case Nos. M82632 and M82643). To conduct the analysis, the County computed the estimated indoor and outdoor water use for three hypothetical homes/lots within September Ranch, taking into account (a) conditions of approval formulated specifically to reduce each lot's water consumption, (b) County and District ordinances concerning water use, and (c) the new Model Water Efficient Landscape Ordinance prepared by the State Department of Water Resources, Cal. Code Regs., tit. 23, § 490 et seq. The County compared the resulting demand figures against consumption within neighboring large-lot subdivisions in the Carmel Valley, and evaluated the County and District enforcement capabilities for ensuring the subdivision will remain within a fixed annual quantity of no more than 57.21 acre-feet per year (AFY). The Revised Water Demand Analysis and other documents in the record demonstrate to the Planning Commission's satisfaction that, subject to the recommended conditions of approval, the September Ranch Project will consume no more than 57.21 AFY. This finding supplements Finding 25b (Water Supply and Availability (REIR Chapter 4.3)), Finding 25b (ii) (Water Demand), and Finding 25b (iii) (Treatment Water) in Board of Supervisors Resolution No. 06-363.

EVIDENCE:

a) In Resolution 06-363, Finding 25b (iv) (c) (Impact Conclusions – The project will not use water in a wasteful manner.) shall be revised to read "...Relevant Conditions of Approval include but are not limited to Conditions 33, 40, 41, 45, 46, 107, 108, 110-112, 120, 122-124, 146, and 148, and 188-190."

b) In Resolution 06-363, Finding 25b (v) (Project Elements/Mitigations/ Conditions – Mitigation Measure 4.3-1) shall be revised to add the following text at the end of the paragraph: "In addition to meeting all reporting requirements of MPWMD, the reports will separately detail the number of active connections of employee, inclusionary and market-rate houses, the monthly water use (interior, exterior and combined) for each connection, the permitted water amount for the lot, identification of whether the home at each connection is under construction or has completed construction and is accepting routine

water service. Upon request of RMA – Planning Department or MPWMD, the applicant, per the water system operator, shall make available the name and address information for any connection exceeding its permitted water limit; such disclosures will be made pursuant to a public nondisclosure agreement consistent with State constitutional privacy guarantees."

c) In Resolution 06-363, Finding 25b (v) (Project Elements/Mitigations/ Conditions – Mitigation Measure 4.3-2) shall be revised in the second paragraph to read: "Related Conditions of Approval include but are not limited to Conditions 33, 45, 46, 108, 111, 112, 120, 122-124, 146, and 147, and 188-190."

d) Draft Revised EIR dated December 2004, Recirculated Draft Revised EIR dated February 2006, Final Revised EIR dated July 2006, and Final Revised Water Demand Analysis dated August 2010.

e) Administrative record including material in Planning Department files PC95062 and PLN050001.

17a. **FINDING:** **Interior Water Use.** The interior water use estimates were made pursuant to the Monterey Peninsula Water Management District (MPWMD) fixture count, using water-saving fixtures as required by recommended conditions of approval for the Project. The number of fixtures for the market-rate lots was estimated high (5 to 6 bathrooms) even though all homes would be single-family dwellings. To ensure that the homeowner will not cause an exceedance of the subdivision's water cap, no additional fixtures may be installed unless the property owner first obtains a water permit amendment approved by MPWMD.

17b. **FINDING:** **Exterior Water Use.** Exterior water use was estimated using the Maximum Applied Water Allowance as described in the Model Ordinance, which relies primarily on regional evapotranspiration rates and the square footage of landscaping and water features. This method is reliable for September Ranch lots because the square footage of landscaping and exterior water features for all types of lots is limited by a recommended condition of approval. Further, the estimates are conservative because the Model Ordinance assumes medium water-use plants, while the Project is required to use drought-tolerant / low water-use plants. The exterior water demand will be accurate even taking into account individual watering habits. Under the Model Ordinance, water efficient irrigation systems will be designed for each lot, with certification that they were designed as installed. For market-rate lots, the irrigation system must have controllers equipped with soil moisture sensors to avoid overwatering. In addition, no changes in type or location of landscaping or changes to the irrigation system can be made absent evidence demonstrating that the modifications will not result in either an increase in annual water use or a reduction in water use efficiency, and the landowner first obtains written concurrence from the RMA – Planning Department and MPWMD.

17c. **FINDING:** **Equestrian Center Water Use.** Water use for the equestrian center was based on demonstrated historical usage (3 AFY) and may not be increased pursuant to condition.

17d. **FINDING:** **Water Treatment Loss.** The water treatment loss is estimated at a maximum of 10% of total water deliveries based on a condition

requiring the lowest losses feasible, from 0 to 10%. Applicants submitted Kennedy/Jenks Consultants, Technical Memorandum No. 8, which discusses several treatment options capable of achieving the required loss percentage.

17e. **FINDING:** **Water Conveyance Loss.** The estimated conveyance loss percentage (7%) is higher than the standard loss estimated by MPWMD (5%), and is comparable to losses in neighboring subdivisions.

17f. **FINDING:** **Computation of Water Treatment and Conveyance Loss.** The treatment and conveyance losses were computed as a function of total subdivision water deliveries according to MPWMD's standard formula.

17g. **FINDING:** **MPWMD Rule 11.** Pursuant to MPWMD regulations (Rule 11), if the lots' proportional share of the overall Project water limit is exceeded when more than half of the total allowed connections have been installed, MPWMD will not process new individual water permits until the system is brought back into compliance and credible expert analysis demonstrates that the system can and will remain in compliance into the future. Before the County will approve the final map for each phase, the applicant must demonstrate the subdivision water use is within MPWMD Rule 11. See Condition 45.

17h. **FINDING:** **Demand Data by Subdivision.** The market-rate homes in other large-lot subdivisions in the Carmel Valley have used, on average, somewhat more water than the average use estimated for market-rate homes in September Ranch (0.535 AFY)—i.e., Monterra Ranch (0.58 to 0.78 AFY including caretaker units), Tehama (0.48 to 0.76 AFY including caretaker units), Santa Lucia Preserve (0.43 to 0.66 AFY). Unlike September Ranch, however, these subdivisions have no maximum limits on area for irrigated landscaping and exterior water features other than the building envelope, which averages 1.3 acres or more. At September Ranch, the outside area for water use will be limited to less than 1/10 of an acre (4,275 square feet). This difference is substantial given that outside water use is often two to three times as much as interior use. Additional subdivision-specific conditions will further limit September Ranch water use relative to other subdivisions—e.g., Model Ordinance compliance, specific low-water fixture limits, limitations on the landscaped acreage.

17i. **FINDING:** **Enforcement.** The County will have sufficient means of enforcement to ensure water use at September Ranch remains at or below 57.21 AFY, including installing flow restrictors at homeowner cost if unauthorized fixture or landscaping changes are made; administrative citations; hearings; fines; and legal actions. These are in addition to the means available to MPWMD, which has committed to collaborating with the County on enforcement at September Ranch.

17j. **FINDING:** **Cumulative Impacts.** The court ordered the Board of Supervisors to not take "further action approving the project without the preparation, circulation, and consideration under CEQA of a legally adequate document adopted in compliance with CEQA which properly analyzes . . . cumulative impacts as to water demand." The Revised Water Demand Analysis affirms the cumulative impacts analysis in the Revised EIR based on (1) a determination that water use will be at or

below 57.21 AFY, which was the measure of Project water demand in the Revised EIR, and (2) there is no increase in water consumed by recently built and proposed future projects.

EVIDENCE: The following evidence supports Findings 17a through 17j inclusive:

- Draft Revised EIR dated December 2004, Recirculated Draft Revised EIR dated February 2006, Final Revised EIR dated July 2006, and Final Revised Water Demand Analysis dated August 2010.
- Administrative record including material in Planning Department files PC95062 and PLN050001.

18. **FINDING:** **CERTIFICATION OF THE REVISED EIR.** The Planning Commission has reviewed and considered the Final EIR including the Final Revised Water Demand Analysis prior to making its recommendations on the Project and finds that substantial evidence supports certification of the Final EIR by the Board of Supervisors

EVIDENCE: a) The Final Revised Water Demand Analysis dated August 2010 analyzes the issues of water demand, water cap, and cumulative impacts as to water demand. The Final Revised Water Demand Analysis, together with the Final Revised EIR dated July 2006 which has been held by the Monterey County Superior Court to contain a legally adequate discussion on all other issues, comprises the Final EIR for the Project.

b) The Final EIR, including the Final Revised Water Demand Analysis, has been completed in compliance with CEQA.

c) The Final EIR, including the Final Revised Water Demand Analysis, reflects the County's independent judgment and analysis.

d) The Final EIR evaluates the potential environmental impacts of the Project and recommends feasible mitigation measures to reduce impacts to a less than significant level, and these measures are recommended to be adopted as conditions of project approval as described in the record, these findings, and Resolution No. 06-363.

e) In accordance with CEQA and the CEQA Guidelines, a Mitigation Monitoring and Reporting Program (Exhibit 1) has been prepared for the Project and is recommended for approval by the Board of Supervisors.

f) Various documents and other materials constitute the record upon which the Planning Commission bases its findings and its recommendations. The location and custodian of these documents and materials is the Monterey County Resource Management Agency – Planning Department, 168 West Alisal Street, Salinas, California.

19. **FINDING:** **PLANNING COMMISSION HEARING.** The Planning Commission conducted a duly noticed public hearing on the Project on September 8, 2010.

EVIDENCE: a) A public notice for the Project was published in the *Monterey County Herald* on August 29, 2010.

b) Public notices were mailed to the property owners within 300 feet of the project site and interested parties on August 25, 2010.

c) Public notices were posted in three different public places on and near

the property at 10:30 a.m. on August 27, 2010. The notices were posted:

- On the property entry gate;
- On the address marker for the property on Carmel Valley Road;
- On the fence next to the bus stop near Brookdale Road.

DECISION

NOW, THEREFORE, based on the above findings and evidence, the Planning Commission does hereby:

A. Recommend that the Board of Supervisors certify the Final Revised Environmental Impact Report including the Final Revised Water Demand Analysis;
B. Recommend that the Board of Supervisors approve the Combined Development Permit subject to recommended conditions of approval (**Exhibit 1**) and in substantial conformance with the attached Vesting Tentative Map (**Exhibit 2**); and
C. Recommend that the Board of Supervisors adopt the Mitigation Monitoring and Reporting Program for the Project (**Exhibit 1**).

PASSED AND ADOPTED this 8th day of September, 2010 upon motion of _____, seconded by _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mike Novo, Planning Commission

COPY OF THIS DECISION MAILED TO APPLICANT ON _____.

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

NOTES

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

   Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

   Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from the Monterey County Planning Department and Building Services Department office in Salinas.
2. This permit expires 2 years after the above date of granting thereof unless construction or use is started within this period.

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Exhibit 21

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COUNTY OF MONTEREY
HEALTH DEPARTMENT

MEMORANDUM

ENVIRONMENTAL HEALTH BUREAU

NOVEMBER 4, 2019

To: **John Dugan, AICP, Deputy Director**
Monterey County Resource Management Agency

From: **Bryan Escamilla, REHS**
Environmental Health Review

Subject: **PLN990274, Agha Durrell D Tr**

As previously requested by Environmental Health Bureau staff, the follow items are required to be addressed prior to the project being deemed complete:

1. Written verification from Carmel Area Wastewater District (CAWD) stating the sewer service can and will be provided for the proposed property/project.

   Information and/or agreements as to how the sewer main will be connected to this project (both financially and logistically) and additional review from the Local Agency Formation Commission of Monterey County (LAFCO) for annexation into the CAWD district will be necessary for the wastewater expansion. This review may take place through the EIR process.

2. This project will require proof of a Long Term Sustainable Water Supply and an Adequate Water Supply System pursuant to General Plan policy PS 3.2. This review can be done through a contracted Hydrogeological Study through RMA or through the EIR process.

3. Official documents verifying water rights for the existing well due to location within Carmel River Basin have not been supplied to EHB. The proposed project would also meet the definition of a Public Water System and as a result, a suitable secondary water source shall be identified and tested to determine that it meets quality and quantity requirements. Monterey Peninsula Water Management District (MPWMD) also needs to be advised of this project so they may make comments regarding any specific concerns they might have as to water use intensification.

4. Chemical test results for the existing well, dated Feb 12, 2009, detected Fluoride at 6 mg/L (three times the MCL of 2 mg/L) subsequently, quarterly conformation samples for Fluoride should have been taken to demonstrate Fluoride thresholds. The applicant met with EHB staff in April 2011and a conformation sample was taken. The result was 3.48 mg/L, which is still over the MCL. Quarterly confirmation samples are required.

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Exhibit 22

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MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY
Carl P. Holm, AICP, Director

LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS
1441 Schilling Place, South 2nd Floor (831)755-4800
Salinas, California 93901-4527 www.co.monterey.ca.us/rma

April 1, 2020

Mr. Paul Hart
Moncrief and Hart
16 West Gabilan St.
Salinas, CA 93901

RE: Vista Nadura Subdivision, Carmel Valley, PLN990274

Dear Mr. Hart:

This letter is in response to your request that the above referenced subdivision application be deemed complete as of 2002-2003. Staff has reviewed the project file and your contentions, and staff has confirmed its prior determinations that the application is incomplete. As further outlined below, you may submit the information required to make this application complete, or you may appeal the incompleteness determination to the Monterey County Planning Commission.

There is no dispute that under the Subdivision Map Act, the subdivision application is subject to the ordinances, policies, and standards in effect when the application is deemed complete, with some exceptions not at issue here. (Government Code section 66474.2(a).) In this case, the application has been incomplete since 2002 and remains incomplete. Therefore, the application will be subject to such County ordinances, policies and standards rules in effect when it is deemed complete, including but not limited to the 2010 General Plan, including the updated Carmel Valley Master Plan. Review of a completeness determination is factually based.

County staff, predominantly RMA and Environmental Health, have conducted an in-depth review of the application materials and project files over the past 20 years, as well as the extensive supplemental information your office provided. Staff's determination is based on project specific facts. **Exhibit A** provides a summary of key dates and actions that support this determination.

County records show that the formal application was filed on August 26, 2002. By letter dated September 26, 2002, staff informed the applicant that the application was incomplete because the applicant had not submitted proof of adequate water supply, and additional information, as required by the County's subdivision ordinance in order to deem the application complete.

You contend the subdivision application should not have been deemed incomplete due to the failure to include in the application material evidence as to the existing availability of full water rights to serve the entirety of the proposed project. You contend this was not the proper procedure or standard in place at that time, rather, the application should have been deemed

complete when the applicant "*pointed to a proposed source of water supply. The actual sufficiency and viability of the water supply was not a precondition of deeming the application complete, rather it was an issue to be evaluated and examined during the project review and approval/denial process.*" (Email of August 6, 2019 to Craig Spencer, RMA Services Manager).

Research found that on September, 2000, the County Board of Supervisors adopted a "Proof of Water" ordinance requiring that all proposed subdivisions show adequate source of water prior to an application being deemed compete. The ordinance amended portions of Title 19, and stated that these new provisions were not retroactive to projects for which an application had already been deemed complete prior to June 26, 2000. Per the ordinance adopted in September 2000, County regulations require submission of a hydrogeological report for a subdivision application to be complete. Section 19.03.015.L.3.A of the Monterey County Codes (Title 19, Subdivisions, non-coastal) states, in part: "***Prior to an application being deemed complete**, a hydrogeologic report based on a comprehensive hydrological investigation shall be prepared by a certified hydrogeologist, selected by the County and under contract with the County, at the applicant's expense, **if required by this Section**...*" This requirement has been in place since before your client submitted its formal application in 2002.

In contrast, you provided as evidence the application evaluation process for the September Ranch property, located nearby, which you contend was not required to provide proof of water supply before being deemed complete for processing. However, the original September Ranch subdivision (PC95062) application was submitted and deemed complete in 1995. The EIR was revised (PLN050001) subsequently as a result of litigation, but since the revision of the EIR was to satisfy the court directives, the September Ranch project retained its original completion date and was processed under the pre-2000 Subdivision Code. Nonetheless, a very thorough analysis of water supply and water demand was required and done for the September Ranch project.

Based on the information I have reviewed, it is staff's determination that the Vista Nadura Subdivision application is incomplete and, therefore, subject to Monterey County Code Section 19.03.015.L.3.A and the 2010 General Plan, and the Carmel Valley Master Plan, as incorporated into the 2010 General Plan and amended in 2013, as well as any other County plans, rules and regulations applicable to the project that are in effect when the application is deemed complete.

This is an incompleteness determination pursuant to Government Code section 65943. In order to move the application forward, two options are open to you:

A. Submit the information required to make the Vista Nadura Subdivison application complete: To render the application complete, you must submit the information required by the Monterey County Health Department Environmental Health Bureau (EHB) related to adequate public water supply, as specified in the attached Memorandum (dated 11/4/2019). As delineated in the memo, EHB has modified its requirements in response to your request that some of the information would be addressed in the EIR process; however, EHB requires you to submit certain information prior to application completeness. Additionally, as a prerequisite to a complete application, the subdivision description needs confirmation as to number of lots and subdivision design, given revisions to the application which applicant submitted in 2016.
B. Appeal the determination: Pursuant to Government Code section 65943(c), you have the right to appeal this incompleteness determination to the Monterey County Planning Commission. If you desire to file an appeal, you must submit an appeal in writing to the Resource Management Agency and pay the applicable appeal fee. The appeal must specify

the grounds for the appeal. Upon receipt of the appeal, Resource Management Agency would set the appeal for hearing before the Planning Commission within 60 days of the hearing, unless the COVID-19 emergency requires additional time. Please note the appeal would be limited to the issue of application completeness and would not be a hearing on the application itself.

Sincerely

John M. Dugan, FAICP
RMA Deputy Director of Land Use and Community Development

EXHIBIT A – KEY DATES/ACTIONS

6/10/1999	Application Request submitted, assigned case number PLN990274
09/2000	BOS adopts Ordinance 4082 amending MCC Chapters 19.03 and 19.04 setting forth procedures for a tentative map, including a hydrogeological report required prior to an application being deemed complete.
8/1/2001	Application Checklist "Given Out"
8/26/2002	Application Submitted
9/26/2002	Incomplete letter issued noting 1) the subdivision is located in water sub basins 31 and 32. Sub basin 32 is subject to a subdivision prohibition adopted by the County in Feb. 1983., 2) no documentation of source of water supply, 3) Lack of soils study and report for each lot.4) Project description is not complete.
11/4/2002	Supplemental letter from Environmental Health Office reiterating that the applicant must provide map overlays showing the proposed subdivision location in the two sub basins, and related soil percolation test results. Also reiterated was the requirement for a project-specific hydrogeological report to demonstrate the existence of a long-term water supply for the subdivision. The report was to be prepared by a hydrogeologist under contract with the County. It was specifically stated the application would be deemed incomplete until such report was completed and accepted by Environmental Heath.
4/15/2003	Letter from Bestor Engineers (Applicant's engineer) urging reconsideration of requirement of hydrogeological report to demonstrate long range water supply. based on historic land use of the property and their related water consumption. Health Department notes they have no record of this letter and marked it received on November 9, 2007.
4/6/2006	Bestor Engineers submits supplemental data for water system.
4/20/2006	Letter from County Planning regarding additional information needed.
8/3/2006	Letter from County Planning stating all departments have deemed the application complete except the Health Department. Health Department requires information on 1) Complete project description related to sub basins, 2) Additional soils information, 3) Documentation of water supply, 4) Method of sewage disposal and proposed Community Septic System not acceptable.
11/9/2007	Information submitted by applicant to Health Department addressing required data.
11/30/2007	Detailed letter from Health Department identifying incomplete information for: wastewater management, water supply, project description, and related tentative map requirements.
12/27/2007	Reissued letter from County Heath Department reiterating the application is incomplete due to lack of information listed in their referral of 7/31/2006.(Listed in County Planning letter of 8/3/2006.
2/21/2008	Bestor Engineers submits response to County Health Department letter of 12/27/2007. Response clarified the project description is to include 7 inclusionary housing units on lot 20; 1982 map showing subdivision location in sub watersheds; soil and percolation testing reports, well pump test, drain-field and septic information; statement that water credits from existing horse operations (2.48 acre feet) can be used for water plus use of sub-potable water from aquifer underlying the Carmel Valley aquifer.
3/18//2008	County Health Department stating the project description was now satisfactory, but none of the other required information had been received in the form or detail required: 1. Sub basin and proposed subdivision overlay map, 2.Soils and

	percolation testing reports for proposed lots, 3.Water supply information verifying water rights, report from Monterey Peninsula Water Management District, well pump test data.
6/4/2008	County Health Department letter to applicant summarizing required information on the: sub basins overlaid by the subdivision proposed septic fields, wastewater management, water supply verifying water rights for existing well and other data as detailed in March 18,2008 letter.
9/4/2008	Letter from Health Department to applicant confirming a phone conversation of 8/28/2008 wherein applicant stated he wished to address sewage issues by deleting drain fields and connecting to Carmel Area Wastewater District (CAWD). Letter stated Can and Will Serve Letter from CAWD required to be documented. Water supply issues still not addressed.
12/10/2010	Letter from Environmental Health Department documenting phone conversation regarding letters sent to applicant by the Planning Department. Staff was directed by the Board of Supervisors to recommend denial of all proposed subdivisions in Carmel Valley. On October 26, 2010, the Board of Supervisors adopted the 2010 Monterey County General Plan. Carmel Valley projects that remain incomplete as of Oct.16, 2007 are to comply with the 2010 General Plan policies LU-1.19, CV-1.6,CV-2.18, CV-2.19 and CV-5.5. Previously documented reports and technical information remain outstanding. Regarding wastewater disposal, an Oct 23, 2008 letter from the Carmel Area Wastewater District stated the project will have to apply to amend the CAWD Sphere of Influence in order to be annexed into the district.
11/15/2011	Memorandum from Roger Van Horn, Environmental Health Dept. to Robert Schubert, Planning Department stating that Environmental Health considers the project incomplete with recommendation for denial due to lack of proof of a sustainable long-term potable water supply.
5/31/2016	Project Referral Sheet from Environmental Health Bureau stating the application is incomplete. Can and Will Serve Certification from CAWD has not been submitted by the applicant to show CAWD will provide sewer service to the project. Proof of Long-Term Sustainable Water Supply and Adequate Water Supply System pursuant to General Plan policy PS 3.2 has not been submitted.
1/24/2018	Letter from John M Dugan, RMA Deputy Director summarizing a history of the project and requesting evidence that the Health Bureau information requirements had been met to deem the project application complete.
3/19/2019	Letter from Paul Hart of Moncrief and Hart responding to the letter of 1/24/18 and requesting a Director's Interpretation which would find the application Complete prior to October 16, 2007. Documentation provided which applicant contends supports their contention that the application should have been deemed complete sometime in 2002 or 2003.
11/4/2019	Memorandum from Bryan Escamilla Environmental Health Bureau restating and partially revising (ie, reducing) items required to be addressed prior to the project being deemed complete.

COUNTY OF MONTEREY
HEALTH DEPARTMENT

MEMORANDUM

ENVIRONMENTAL HEALTH BUREAU

NOVEMBER 4, 2019

To: **John Dugan, AICP, Deputy Director**
Monterey County Resource Management Agency

From: **Bryan Escamilla, REHS**
Environmental Health Review

Subject: **PLN990274, Agha Durrell D Tr**

As previously requested by Environmental Health Bureau staff, the follow items are required to be addressed prior to the project being deemed complete:

1. Written verification from Carmel Area Wastewater District (CAWD) stating the sewer service can and will be provided for the proposed property/project.

   Information and/or agreements as to how the sewer main will be connected to this project (both financially and logistically) and additional review from the Local Agency Formation Commission of Monterey County (LAFCO) for annexation into the CAWD district will be necessary for the wastewater expansion. This review may take place through the EIR process.

2. This project will require proof of a Long Term Sustainable Water Supply and an Adequate Water Supply System pursuant to General Plan policy PS 3.2. This review can be done through a contracted Hydrogeological Study through RMA or through the EIR process.

3. Official documents verifying water rights for the existing well due to location within Carmel River Basin have not been supplied to EHB. The proposed project would also meet the definition of a Public Water System and as a result, a suitable secondary water source shall be identified and tested to determine that it meets quality and quantity requirements. Monterey Peninsula Water Management District (MPWMD) also needs to be advised of this project so they may make comments regarding any specific concerns they might have as to water use intensification.

4. Chemical test results for the existing well, dated Feb 12, 2009, detected Fluoride at 6 mg/L (three times the MCL of 2 mg/L) subsequently, quarterly conformation samples for Fluoride should have been taken to demonstrate Fluoride thresholds. The applicant met with EHB staff in April 2011and a conformation sample was taken. The result was 3.48 mg/L, which is still over the MCL. Quarterly confirmation samples are required.

Exhibit 23

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MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

PLANNING & BUILDING INSPECTION DEPARTMENT, Scott Hennessy, Director

168 W. Alisal St., 2nd Floor
Salinas, CA 93901

(831) 755-5025
FAX (831) 757-9516

December 22, 2006

Mr. Nader Agha
542 Lighthouse Avenue
Pacific Grove, CA 93950

Subject: Vista Nadura Subdivision (PLN990274)

Dear Mr. Agha:

On September 28, 2006 I sent you a copy of the proposal from the firm (EMC) that was selected by the County to prepare an EIR for the Vista Nadura Subdivision. Please review the proposal and let me know whether you agree to pay for the EIR. Once the County receives your authorization we will prepare the appropriate contract documents.

Let me know if you need another copy of the proposal. Feel free to call me at (831) 755-5183 if you have any questions.

Sincerely,

Bob Schubert, AICP
Acting Planning and Building Services Manager

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Exhibit 24

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MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

PLANNING DEPARTMENT, Mike Novo, Director

168 W. Alisal St., 2nd Floor
Salinas, CA 93901

(831) 755-5025
FAX (831) 757-9516

October 28, 2010

Mr. Nader Agha
542 Lighthouse Avenue
Pacific Grove, CA 93950

Subject: Vista Nadura Subdivision (PLN990274)

Dear Mr. Agha:

The purpose of this letter is to outline the options for processing the Vista Nadura Subdivision which is within the Carmel Valley Master Plan Area. Resolution No. 02-024 states that it is the policy of the Board of Supervisors that residential subdivisions in the Carmel Valley Master Plan Area be denied, pending the construction of left turn pockets on Segments 6 and 7 of Carmel Valley Road (from Robinson Canyon Road to Rancho San Carlos Road) and the construction of capacity-increasing improvements to State Highway 1 between its intersections with Carmel Valley Road and Morse Drive. While the policy established in Resolution No. 02-024 remains in effect, staff is directed by the Board of Supervisors to recommend denial of proposed subdivisions in Carmel Valley, including the subject application.

On October 26, 2010, the Board of Supervisors adopted the General Plan Update. Policy LU-9.3 in the General Plan Update states that applications for subdivision maps that were deemed complete after October 16, 2007 shall be governed by the plans, policies ordinances and standards that are enacted as a result of the General Plan Update. All of the County departments have deemed the application complete with the exception of the Environmental Health Bureau (see memorandum from Environmental Health dated July 31, 2006). Since the subject application is incomplete, it is subject to the following requirements of the adopted General Plan Update:

a. LU-1.19 requires all development outside of designated Community Areas and Rural Centers to be subject to a Development Evaluation System with evaluation criteria that must meet a minimum passing score.
b. Policy CV-1.6 in the General Plan Update limits new residential subdivisions in Carmel Valley to the creation of 266 new units with preference to projects including at least 50% affordable housing units. As of this time Monterey County has three applications in Carmel Valley with a total of 268 lots that have been deemed complete (i.e., Rancho Canada Village Specific Plan with 247 residential lots, Delfino with 19 residential lots and Miller with 2 residential lots) that could precede this project in the buildout accounting. Again, the maximum unit count that could be approved under the General Plan Update is 266 units. If these projects are approved, there would not be any units remaining for the Vista Nadura Subdivision.

c. Policy CV-5.4 requires the establishment of regulations for Carmel Valley that limit development to vacant lots of record and already approved projects, unless additional water supplies are identified.
d. Policies CV-2.18/CV-2.19 include a specified list of road improvements along Carmel Valley Road and Laureles Grade within the Carmel Valley Master Plan Area, proposed amendments to the Carmel Valley Master Plan, consideration of several interim improvement options for one intersection, a change in LOS standard for one segment (Segment 3), and a proposed update of traffic impact fees to pay for the proposed improvements through collection of fees from new development.

Options that are available to you for the Vista Nadura Subdivision are as follows:

1. Withdraw the application.

2. Request that the project be put on hold until such time that Resolution No. 02-024 is rescinded by the Board of Supervisors. The project would still need to comply with the requirements of General Plan Policy LU-1.19 and Carmel Valley Master Plan Policies CV-1.6, CV-5.4 and CV-2.18/CV-2.19.

3. Proceed with the preparation of an EIR. On September 28, 2006, the Planning Department sent you a copy of the proposal from the firm (EMC) that was selected by the County to prepare an EIR for the Vista Nadura Subdivision. On December 22, 2006, the Planning Department sent you a letter asking that you review the proposal and let us know whether you agree to pay for the EIR. Since we never received a response or deposit from you, work on the EIR was never started. For the reasons stated above, staff does not recommend that an EIR be prepared. Staff would recommend denial of the project which would not require an EIR. If you decide to pursue this option, there could be considerable time and expense involved with completion of an EIR regardless of the conclusions.

Please let me know how you wish to proceed within 30 days of the date of this letter. If we do not hear from you, staff will schedule the project for hearing and recommend denial. Feel free to call me at (831) 755-5183 if you have any questions.

Sincerely,

Bob Schubert, AICP
Senior Planner

Cc: Durell Agha
Richard LeWarne
Tom Moss
Chad Alinio
Les Girard

Attachment B

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Monterey County

Board Report

Legistar File Number: 20-1024

Item No.

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

December 09, 2020

Introduced: 11/25/2020
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Public hearing to consider an appeal by Vista Nadura LLC and Nader Agha from the September 30, 2020 determination of the Monterey County Planning Commission that the Vista Nadura Subdivision application (Agha/PLN990274) for a Standard Subdivision dividing a 50 acre parcel into 20 lots ranging in size from 1.1 acres to 8.5 acres is incomplete.
Project location: 8767 Carmel Valley Road, Carmel Valley Master Plan (APNs 169-011-009-000, 169-011-014-000, and 169-011-015-000).
Proposed CEQA Action: Application completeness determination is not a project per Section 15378 of the California Environmental Quality Act Guidelines.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

1) Accept and consider the appeal by Vista Nadura LLC and Nader Agha of the Monterey County Planning Commission's incompleteness determination for the Vista Nadura Subdivision application (Agha/PLN990274);
2) Adopt a motion of intent determining when/if the Vista Nadura subdivision application (Agha/PLN990274) was deemed complete; and
3) Continue the hearing to January 26, 2021 and direct staff to return with a resolution with findings and evidence to support the Board's determination.

PROJECT INFORMATION:

Property Owner: Vista Nadura LLC
Applicant: Vista Nadura LLC (successors to Durell and Nader Agha)
Representative: Paul Hart
APNs: 169-011-009-000, 169-011-014-000, 169-011-015-000
Zoning: LDR/2.5-D-S-RAZ
Parcel Size: Approx. 50 Acres
Plan Area: Carmel Valley Master Plan
Flagged and Staked: No

SUMMARY:
Vista Nadura LLC (the application was made in the name of Durell and Nader Agha) owns a 50-acre parcel of land located north of Los Arboles Road in mid Carmel Valley. County records show that on August 26, 2002, Durell and Nader Agha ("applicant") submitted an application for a Standard Subdivision to create 20 lots ranging in size from 1.1 acres to 8.5 acres (PLN990274, known as the Vista Nadura Subdivision). The matter currently before the Board of Supervisors is to consider if the project application is incomplete or should have been deemed complete, and if so when. This

determination of application completeness is not a decision on the project. When and if the application is determined complete, if applicant desires to continue pursuing the application, the County will process the application, which would include environmental review and bringing the application to public hearing before the appropriate County decision makers.

Upon request of the applicant for an opinion that the Vista Nadura subdivision application was or should have been deemed complete prior to October 16, 2007, the Deputy Director of RMA issued a letter on April 1, 2020 reviewing the history of the application and reiterating the basis for staff's longstanding determination that the application is incomplete. (**Attachment B).** The April 1, 2020 letter provided a right of appeal of the incompleteness determination pursuant to Government Code section 65943(c). On August 3, 2020, Mr. Paul Hart, representing Vista Nadura LLC, filed an appeal to the Planning Commission of the April 1, 2020 determination.

Government Code section 65943 requires that the appeal be heard within 60 days of submission of the appeal. The Planning Commission timely heard the appeal on September 30, 2020 within the 60-day requirement. After testimony and Commissioner deliberation, the Planning Commission unanimously voted to adopt a resolution denying the Vista Nadura appeal of staff's incompleteness determination. The Commission determined that the Vista Nadura subdivision application (Agha/PLN990274) was not deemed complete prior to October 16, 2007 and continues to be incomplete pursuant to Government Code Section 65943 (CA Permit Streamlining Act). (**Attachment D**, Planning Commission Resolution No. 20-031.)

This matter comes to the Board on appeal by Vista Nadura LLC and Nader Agha from the Planning Commission's determination. (**Attachment C.)** This staff report outlines options for the Board. Staff recommends that the Board adopt a motion of intent and continue the hearing to a date certain for staff to return to the Board with a resolution supporting the Board's direction. Options for the application completeness determination include the following:

Option 1. Determine that the application was incomplete prior to October 16, 2007 and remains incomplete;

Option 2. Determine that the application was deemed complete by operation of law as of September 26, 2002; or

Option 3. Determine that the application was deemed complete on a date prior to 2002, such as September 2, 2001 as proposed by appellant.

This staff report will outline the facts pertinent to the various options. The chronology and supporting documentation are attached to Attachment A to the staff report (citations will refer to attachments to **Attachment A** where applicable).

DISCUSSION:

Procedural Issues

The first issue raised in this appeal is whether the Board of Supervisors has jurisdiction to hear the appeal. County staff recommends that the Board accept and consider the appeal. Government Code section 65943 requires counties to provide a process for appeal of a determination that an application is incomplete and requires a final written determination on the appeal within 60 days of receipt of the

appeal, unless the applicant agrees to extend the time. The Planning Commission decision was heard on September 30, 2020 within 60 days of applicant's appeal. At the Planning Commission hearing, applicant's attorney was provided the opportunity to agree to extend the time for applicant to appeal the Planning Commission's decision to the Board of Supervisors, but applicant's attorney declined at that hearing to agree to an extension of time; however, the applicant then filed an appeal of the Planning Commission's decision to the Board of Supervisors on or about October 16, 2020. By filing the appeal, the applicant implicitly agreed to extend the time for County to consider applicant's appeal and waived the 60 day deadline.

Applicant asserts that the appeal is filed pursuant to Monterey County Code Chapter 19.17, which provides for an administrative process to request a Director's interpretation or administrative decision in connection with the County's subdivision ordinance and then to appeal the determination to the Planning Commission and thereafter appeal the Planning Commission's decision to the Board of Supervisors. Staff finds that a "Director's Interpretation" applies to cases where a section of code is being interpreted, and which can apply in other similar cases. With this matter, the applicant is requesting a very fact specific determination on their project's process. As such, staff does not agree that this qualifies as a "Director's Interpretation" subject to County Code. While prior correspondence from staff to the applicant referenced the opportunity to appeal pursuant to Chapter 19.17, the most recent correspondence relies on Government Code section 65943 as the procedural basis for the appeal. (e.g., **Attachment A, Exhibits 19 and 22**.) In any event, both or either avenue provides the grounds for the Board of Supervisors to accept and hear the appeal.

To the extent that the procedures in Chapter 19.16, incorporated by Chapter 19.17, are applicable to this appeal, the hearing on the appeal is de novo. Section 19.16.045 states that the appropriate authority shall consider and render a decision on the appeal within 60 days. County's longstanding interpretation and implementation of this provision and similar language in the County's zoning ordinances is to bring the appeal to hearing within 60 days, unless an extension of time is agreed upon, with the Board retaining discretion to take such additional time as is reasonably needed to reach a decision on the appeal. The hearing of this appeal complies with the timeframe because it is being held within 60 days of receipt of the appeal. Due to the need for the Board to provide direction to staff on the issues raised by appellant, staff is recommending that the Board conduct the hearing, provide direction to staff in the form of a motion of intent, and continue the hearing to a date certain for staff to return with a written resolution with findings and evidence to support the Board's decision. Staff recommends the date of January 26, 2021 for the continued hearing date due to the upcoming County winter recess and time needed to prepare the resolution.

The issue in this appeal is whether the application for the Vista Nadura subdivision was deemed complete prior to October 16, 2007. The sole question is whether the application is complete or incomplete, and if complete, what date the application was deemed complete. The appeal lists "several determinations" to be made, but all of the questions identified by appellant as to the status of various submissions relate to the single issue of whether the application was deemed complete and if yes, on what date. The question appellant raises of what rules will apply to the processing of the application is derivative of the completeness date determination because the CA Subdivision Map Act (Government Code section 66474.2) provides that, with some exceptions, the County applies the local ordinances, policies and standards in effect when a subdivision application is deemed complete.

The applicant contends that the application should have been deemed complete before October 16, 2007, the cut-off date after which applications have to be evaluated pursuant to the policies of the 2010 General Plan, including its Carmel Valley Master Plan. Monterey County General Plan Policy LU-9.3 provides that subdivision applications deemed complete on or before October 16, 2007 are subject to the County plans and regulations in effect when the applications were deemed complete. Accordingly, if the application was deemed complete on or before October 16, 2007, the 1982 General Plan and earlier Carmel Valley Master Plan apply to the project, unless the applicant elects to go under the 2010 General Plan or a general plan amendment is required. If the application was not complete as of October 16, 2007, the 2010 General Plan and updated Carmel Valley Master Plan apply, including policies such as Long Term Sustainable Water Supply (PS-3.1), Development Evaluation System (LU-1.19), and Carmel Valley Build Out Cap (CV-1.6).

Regardless of the application completeness date, the project application will be subject to a complete analysis and process. That includes completing environmental review (CEQA) that will involve a hydrogeologic report as well as other technical data (e.g. traffic report). There are differing policies that apply depending on if the project is evaluated against the 1982 General Plan or the 2010 General Plan.

Application Background

The Vista Nadura application (PLN990274) is a proposed 20 lot standard subdivision tentative map on a 50 acre parcel of land located north of Los Arboles Road in mid Carmel Valley. The property is owned by the appellant, Vista Nadura LLC. The original application was made in the name of Durell and Nader Agha. Ownership of the subject property has changed hands within the Agha family and related trust several times since 2002. Appellant's attorneys have informed staff that the Vista Nadura LLC is the current owner of the property and that Mr. Agha is an authorized representative of Vista Nadura LLC. The appeal to the Planning Commission was filed by Vista Nadura LLC. This appeal to the Board of Supervisors was filed in the name of Vista Nadura LLC and Nader Agha.

Application Completeness Options

The Permit Streamlining Act (Gov't Code sec. 65920 et seq.) requires public agencies to compile a list, often called the "application checklist," that specifies in detail the information that an applicant must submit for an application for a development project. (Gov't Code sec. 65940.) After the applicant submits the application and accompanying required information, the local agency must, not later than 30 days after receiving an application for a development project, inform the applicant in writing whether the application is complete. An application is deemed complete: 1) when the materials and information required for the project application are filed with all applicable fees, or 2) when an agency does not respond in writing within 30 days with a determination whether the application is complete. (Gov't Code sec. 65943(a).) After an application is deemed complete, a local agency is not prohibited from requesting the applicant to clarify, correct or supplement the information provided. (Gov't Code sec. 65944(a).)

The Board of Supervisors can accept or deny the appeal. The Board can find the application incomplete, or alternatively, the Board could find that the application is complete and establish the completion date, such as September 26, 2002. As noted above, a completion date prior to October

16, 2007 would mean the application is subject to policies of the 1982 General Plan (unless a general plan amendment is required or applicant elects to go under the 2010 General Plan), and a completion date after October 16, 2007 would be subject to policies of the 2010 General Plan.

Some options for the Board's consideration are discussed below.

Option 1. *Determine that the application was incomplete prior to October 16, 2007 and remains incomplete.*

Staff has consistently determined, pursuant to County's subdivision ordinance, that the application is missing a hydrogeologic report required by Title 19 (County's Subdivision Ordinance). Staff has repeatedly communicated to the applicant that the application is missing information required to find the application complete. **Attachment A** to this staff report provides the chronology of communications over the last 18 years and supporting documentation.

Some key points/dates leading to staff's determination, upheld by the Planning Commission, include the following:

June 10, 1999; Applicant submitted an Application Request form (aka pre-application). (**Attachment. A, Exhibit 1b**).

September 2000; Board adopted an ordinance adding Section 19.03.015.L.3.A to Title 19 (non-coastal subdivision ordinance) of the Monterey County Code which requires that "Prior to an application being deemed complete, a hydrogeologic report based on a comprehensive hydrological investigation shall be prepared by a certified hydrogeologist, selected by the County and under contract with the County, at the applicant's expense." This section took effect on June 26, 2000. Subdivision applications deemed complete prior to June 26, 2000 were not subject to these new provisions.

July 6, 2001: County staff provided an application checklist dated July 6, 2001 identifying the information and materials required to submit an application (**Attachment A, Exhibit 1a**). A nominal fee is required for an Application Request to cover time for staff to visit the site and develop an application checklist.

August 26, 2002; Applicant filed his application (PLN990274) and paid a filing fee of $15,958 on August 26, 2002. (**Attachment A, Exhibit 1b**). The application did not include a hydrogeologic report prepared by a certified hydrogeologist selected by the County, and that report still has not been submitted. In the 1999-2002 period, the Board of Supervisors adopted various resolutions (99-379, 01-133, and 02-024) affecting subdivision processing, including Resolution No. 02-024 which implemented Policy 39.3.2.1 of the former Carmel Valley Master Plan by stating a qualified policy of denying new subdivisions in Carmel Valley between Route 1 and Morse Dr, which includes the subject property. Since Resolution 02-024 pertained to a final action, not submitting an application, County accepted the Vista Nadura subdivision application

on August 26, 2002.

September 26, 2002; By letter dated September 26, 2002, staff informed the applicant that the application was incomplete due to missing information, and staff provided a list of the additional information required. (**Attachment A, Exhibit 1.**)

Over the succeeding years, the applicant submitted additional missing information to deem the application complete, except for hydrogeologic information required by the County's subdivision regulations (Section 19.03.015.L.3.A of the Monterey County Code). The Environmental Health Bureau (EHB) has consistently determined that unless this information is submitted, it cannot agree the application is complete. (e.g., **Attachment A, Exhibit 8.**) Staff has sent multiple letters after October 2007 informing the applicant of the information needed to render the application complete. (e.g., Attachment **A, Exhibit 9,** November 30, 2007 letter from EHB to applicant.) The course of correspondence shows that applicant has still not submitted information required to analyze water supply. (e.g., Attachment **A, Exhibits 17 and 21.**)

Option 2. *Determine that the application was deemed complete by operation of law on September 26, 2002_*

In the appeal, applicant contends that, pursuant to Government Code Section 65943(b), the application is deemed complete by operation of law because County failed to timely notify applicant in writing within 30 days after the August 26, 2002 submission of the application.

The documents show that a planner accepted the application on August 26, 2002 and sent a letter dated September 26, 2002 stating that the application is incomplete. (**Attachment A, Exhibits 1b and 1.**) September 26 is 31 days after the application submittal. Government Code section 65943(a) provides that if the written determination that the application is incomplete is not made "within 30 days after receipt of the application, and the application includes a statement that it is an application for a development permit, the application shall be deemed complete."

While there are arguments as to why this technicality, asserted 18 years later, would not render the application complete, the Board could find that, although applicant had not provided the missing information, the application was deemed complete by operation of law on September 26, 2002. The application was accepted for processing on August 26, 2002. A notice of incompleteness was sent on September 26, 2002. Since that is the 31st day after submission, the application could be accepted as complete effective September 26, 2002.

Option 3. *Determine that the application was deemed complete on a date prior to 2002, such as September 2, 2001 as proposed by appellant.*

In the appeal, Mr. Hart reaffirms the list of 17 contentions presented to the Planning Commission as to why the application should have been deemed complete before October 17, 2007. His contentions and staff responses include the following:

- Contention: The County mis-identified the date of the applicant's Application which was filed on 8/1/01 and that the Application was complete prior to October 16, 2007, and [staff] misapplied section 19.03.15.L.3 of the Monterey County Code;
  - **Response:** Correspondence from applicant's representative from August 23, 2002 shows that County and applicant were communicating about the requisites for application submittal in August 2002, which implies applicant contemporaneous recognition that the applicant had not yet been submitted. (**Exhibit E to Appeal.**)
  - **Response**: Appellant contends the subdivision application should not have been deemed incomplete due to the failure to include the requested information. Appellant contends this was not the proper procedure or standard in place at that time, rather, the application should have been deemed complete before October 16, 2007, when the applicant pointed to a proposed source of water supply. Appellant asserts that the actual sufficiency and viability of the water supply was not a precondition of deeming the application complete, rather it was an issue to be evaluated and examined during the project review, environmental review process under CEQA, and approval/denial process. However, in requiring a hydrogeologic report before deeming the application complete, EHB was implementing County regulation. Section 19.03.015.L.3.A of Title 19 (non-coastal subdivision ordinance) of the Monterey County Code requires that "Prior to an application being deemed complete, a hydrogeologic report based on a comprehensive hydrological investigation shall be prepared by a certified hydrogeologist, selected by the County and under contract with the County, at the applicant's expense." In the Project Referral Sheet accompanying the September 26, 2002 incomplete letter, EHB staff notes that the hydrogeologic report is necessary because the Initial Water Use Questionnaire indicates that the proposed project could result in intensification of water use. (**Attachment A, Exhibit 1.**) In 2006, staff was still requesting this information. (**Attachment A, Exhibit 8.**)

- Contention: The County failed to accept applicant's Application when submitted on 8/23/02 requiring communication from Applicant's legal counsel;
  - **Response**: County staff correspondence dated August 21, 2002 shows that County informed applicant that County was preparing the application checklist so that applicant could submit its application (**Exhibit E to Appeal**), and the County did accept the application on August 26, 2002. (**Attachment A, Exhibit 1b.**)

- Contention: The Planning Commission failure to timely provide a written determination on the appeal within 60 days of the filing of the appeal on August 3, 2020 renders the application complete by operation of law pursuant to Government Code Section 65943(c); Appellant contends that the County missed this deadline because the Planning Commission's resolution on its appeal was mailed on October 15, 2020, after the 60 days.
  - **Response**: Government Code section 65943(c) requires a final determination in writing on the appeal of application incompleteness within 60 days of the filing of the appeal,

or the application is deemed complete by operation of law. The County Planning Commission heard the appellant's application completeness appeal and made its final determination on September 30, 2020, within 60 days from the filing of the appeal. The written staff report and resolution, which the Commission adopted with one alteration made orally at the hearing, were provided to the applicant at or before the September 30, 2020 hearing date. Therefore, applicant received the written determination within the 60 days. Clerical finalization of the resolution (recording the vote and obtaining the Chair's signature) and mailing of the resolution are ministerial functions, so the fact that the resolution was mailed on October 15, 2020, does not trigger the automatic completion date. In any event, applicant has appealed the Planning Commission's determination, so the Board's determination will control.

- Contention: The Application was determined complete by the County, but recommended for denial.
  - **Response**: Appellant is referring to a memo dated July 12, 2011 from EHB to RMA stating the application is complete with recommendation for denial because applicant has not provided information demonstrating a long term sustainable water supply. (**Exhibit G to Appeal.**) However, there is a second, later memo dated November 15, 2011 from EHB to RMA stating the application is incomplete with recommendation for denial for the same reasons. (**Attachment A, Exhibit 16.**) These contradictory memoranda are not conclusive proof, but in any event, if the July memo were the basis for a completeness determination, it would be evidence for a July 2011 completeness date, not an earlier date.

CEQA:

CEQA is formally initiated when a project is deemed complete. However, despite the application remaining incomplete due to incomplete information about the proposed water supply, in July of 2006, the RMA decided to offer Mr. Agha the opportunity to move forward with the subdivision by initiating the EIR CEQA process. A Request for Proposal (RFP #9903, dated 7/24/2006-8/21/2006) was issued and two consultant firms responded with proposals: 1) EMC of Monterey, and 2) Culbertson, Adams and Associates of San Diego. On December 22, 2006 Mr. Agha was sent a letter from Bob Schubert, Acting Planning and Building Services Manager, that the firm EMC had been selected by the County to prepare an EIR for the Vista Nadura Subdivision (**Attachment A, Exhibit 23).** Mr. Agha was asked to review the proposal and let Mr. Schubert know if Mr. Agha agreed to the scope and terms for the EIR. If so, a Professional Service Agreement (PSA) between the County and consultant would be prepared in accordance with the proposal as well as a Funding Agreement for Mr Agha to reimburse the County for costs related to that PSA. According to a letter sent to Mr. Agha on October 28, 2010 from Mr. Schubert, a response was never received or deposit made for the EIR, so work was never started on the EIR. (**Attachment A, Exhibit 24**).

The application status determination now before the Board is not a project under CEQA Guidelines section 15378(b)(5) because it does not constitute approval of the subdivision application or commit the County to approval of the subdivision. This determination is an administrative activity that will not result in direct or indirect physical changes in the environment. The standard subdivision application itself will be subject to CEQA review once the application is deemed complete. That includes

completing environmental review (CEQA) that will involve a hydrogeologic report as well as other technical data (e.g. traffic report).

OTHER AGENCY INVOLVEMENT

The following agencies have been consulted on the appeal:

- Environmental Health Bureau
- County Counsel Office

The project site is within the Carmel Valley Planning Area. Consideration of the date a project was deemed complete is not within the preview of the Land Use Advisory Committee (LUAC) authority so was not referred to the Carmel Valley LUAC. If the project moves forward, it will be subject to review by the Carmel Valley LUAC.

FINANCING:

Application fees for this request and appeal were paid. If the project moves forward, subdivision and EIR projects are considered extraordinary projects that require the applicant to pay for actual costs of the EIR consultant as well as staff time to process the application.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action represents effective and timely response to our RMA customers. This matter has been processed in accordance with all applicable policies and regulations.

Check the related Board of Supervisors Strategic Initiatives:

__ Economic Development
X Administration
__ Health & Human Services
__ Infrastructure
__ Public Safety

Prepared by: John M. Dugan FAICP, Deputy Director of Land Use and Community Development
Reviewed by: Carl P. Holm, AICP, Director, Housing and Community Development

The following attachments are on file with the Clerk of the Board:

Attachment A - Vista Nadura Subdivision Key Dates, Exhibits 1 through 24, including:

Exhibit 1 - Incomplete letter 9/26/2002
Exhibit 1a - Application Requirements Checklist Form 7/6/2001
Exhibit 1b - Application Form 8/26/2002
Exhibit 2 - Additional Response from EHB to Nader Agha 11/04/2002
Exhibit 3 - 18 - Other Evidence
Exhibit 8,10,12 Incomplete letters from Environmental Health Bureau
Exhibit 19 - Letter from John Dugan to Paul Hart Summarizing project history
Exhibit 20 - Letter from Paul Hart requesting director's interpretation
Exhibit 21 - Memorandum from Environmental Health Bureau
Exhibit 22 - Letter from John Dugan to Paul Hart
Exhibit 23 - Letter from Bob Schubert to Nader Agha

Exhibit 24 - Letter from Bob Schubert to Nadar Agha stating options for subdivision
Attachment B - April 1, 2020 Letter from Dugan to Hart
Attachment C - Vista Nadura LLC Appeal to Board of Supervisors
Attachment D - Planning Commission Resolution

cc: Front Counter Copy; Zoning Administrator, Brandon Swanson, RMA Services Manager; Rey & Clark, Property Owner; Adrian Lopez; The Open Monterey Project (Molly Erickson); LandWatch (Executive Director); Interested Party List in Accela; Project Files PLN190332.

Attachment C

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Before the Planning Commission
in and for the County of Monterey, State of California

RESOLUTION NO. 20-031

Resolution by the Monterey County Planning Commission in the matter of the appeal by Vista Nadura LLC of the incompleteness determination that an application (Agha/PLN990274) for a Standard Subdivision of a 50 acre parcel into 20 lots ranging in size from 1.1 acres to 8.5 acres (PLN990274) was not deemed complete prior to October 16, 2007 and continues to be incomplete pursuant to Government Code Section 65943 (the Permit Streamlining Act).

(Agha/PLN 990274) 8767 Carmel Valley Road, Carmel, Carmel Valley Area Plan (APN 169-011-009-000)

The Vista Nadura LLC appeal of the Resource Management Agency's incompleteness determination for a standard subdivision application (Agha/PLN990274) came on for public hearing before the Monterey County Planning Commission on September 30, 2020. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Planning Commission finds and decides as follows:

FINDINGS

FINDING: **APPLICATION INCOMPLETE:** The subdivision application (Agha/PLN170296) for a Standard Subdivision of a 50 acre parcel into 20 lots ranging in size from 1.1 acres to 8.5 acres (PLN990274) 8767 Carmel Valley Road, Carmel, was not deemed complete prior to October 16, 2007 and continues to be incomplete pursuant to Government Code Section 65943 (the Permit Streamlining Act).

EVIDENCE: a) Durrel and Nader Agha (applicant) submitted an application to the County Planning Department for a proposed subdivision to subdivide 50 acres into 20 lots (PLN170296) on August 26, 2002. (Attachment 1.) (Citations to attachments are to the attachments to Exhibit A of the September 30, 2020 staff report to the Planning

Commission.) The subdivision is known as the Vista Nadura subdivision.
By letter dated September 26, 2002, staff informed the applicant that the application was incomplete because the applicant had not submitted proof of adequate water supply, and additional information, as required by the County's subdivision ordinance, in order to deem the application complete. (Attachments 1b)

b) The county subdivision regulations (Section 19.03.015.L.3.A of the Monterey County Code (Title 19, Subdivisions, non-coastal) states that "*Prior to an application being deemed complete**,** a hydrogeologic report based on a comprehensive hydrological investigation shall be prepared by a certified hydrogeologist, selected by the County and under contract with the County, at the applicant's expense.*"

c) The county Environmental Health Bureau has consistently determined that unless this information is submitted it cannot agree the application is complete to determine if an adequate public water supply is available for the subdivision. The record shows a consistent series of "incomplete application" communications from the Environmental Health Bureau beginning in September 26, 2002 through November 4, 2019. specifying required information for application completeness and clarifying and reiterating the requirement for a project-specific hydrogeological report to demonstrate the existence of a long-term water supply for the subdivision. The report is to be prepared by a hydrogeologist under contract with the County. (**Exhibit A of the September 30, 2020 staff report.)**

d) In response to a request from Mr. Paul Hart, attorney for the applicant, Mr. John Dugan, Deputy RMA Director, sent a letter dated 1/24/2018 to Mr. Hart Director summarizing a history of the project and requesting evidence that the Health Bureau information requirements had been met to deem the project application complete. Attachment 19

e) Mr. Paul Hart responded on 3/19/2019 requesting a Director's Interpretation which would find the application complete prior to October 16, 2007. Documentation was provided which applicant contends supports their contention that the application should have been deemed complete sometime in 2002 or 2003. (Attachment 20).

f) Mr. Paul Hart's information was evaluated by the Environmental Health Bureau and found to be lacking the essential application

submittal requirements. (Attachment 21, letter dated November 4, 2019.

g) By letter dated April 1,2020 to Mr. Hart (**Attachment 22**), Mr. John Dugan, RMA Deputy Director, provided the facts and evidence for staff determination that the application remains incomplete. The letter advised the applicant that applicant could either provide the missing hydrogeological information, or appeal the incompleteness determination pursuant to Government Code Section 65943, which provides for an appeal of a determination that an application is incomplete.

h) By letter dated July 31, 2020, on behalf of Vista Nadura LLC ("appellant"), Mr. Paul Hart filed an appeal of the incompleteness determination to the Planning Commission. (Exhibit C to the September 30, 2020 staff report.) Although the original application was made in the name of Durell and Nader Agha, the appeal was filed by Vista Nadura LLC. Ownership of the subject property has changed hands within the Agha family and related trust several times since 2002. Appellant's attorneys have informed staff that the Vista Nadura LLC is the current owner of the property and that Mr. Agha is an authorized representative of Vista Nadura LLC.

i) The Monterey County Planning Commission conducted a duly noticed public hearing on the appeal on September 30, 2020, at which appellant and all members of the public had the opportunity to appear and provide testimony.

j) The issue in this appeal is whether the application for the Vista Nadura subdivision was deemed complete prior to October 16, 2007. Monterey County General Plan Policy LU-9.3 provides that subdivision applications deemed complete on or before that date are subject to the County plans and regulations in effect when the applications were deemed complete. Accordingly, the application completeness determination at issue in this appeal will determine whether the 1982 General Plan and earlier Carmel Valley Master Plan or 2010 General Plan and updated Carmel Valley Master Plan apply to the project application. In either event, the application completeness determination is not a decision on the project. if and when the application is determined complete, if applicant desires to continue pursuing the application,

the County will process the application, which would include environmental review and bringing the application to public hearing before the appropriate County decision makers.

k) The appeal contends that the determination of application incompleteness is incorrect and not supported by facts and evidence. The appeal requests the Planning Commission to reverse this determination and find the Vista Nadura Subdivison application was complete prior to October 16, 2007. The appeal raises 17 contentions listed and addressed as follows:

1. Contention: *The Director's Interpretation/Opinion is not supported by facts and evidence*.
Response: **Exhibit A** provides a chronology of events and documents (numbered attachments to Exhibit A) which show that the application was incomplete prior to October 17, 2007 and remains incomplete. See also the following responses.

2. Contention: *The Director's Interpretation/Opinion misinterprets applicable laws, ordinances, and procedures, and is contrary to law.*
Response: See **Exhibit A**. The key ordinance supporting the finding that the application is incomplete is a 2000 amendment to the County Subdivision Regulations. In September, 2000, the County Board of Supervisors adopted a "Proof of Water" ordinance, Ordinance Number 4082, requiring that all proposed subdivision applications prove that an adequate source of water was available to the property prior to an application being deemed compete. The ordinance amended portions of Monterey County Code, Title 19, County's subdivision ordinance, and stated that these new provisions were not retroactive to projects for which an application had already been deemed complete prior to June 26, 2000. Per the ordinance adopted in September 2000, County regulations require submission of a hydrogeological report for a subdivision application to be complete. Section 19.03.015.L.3.A of Title 19 (Subdivisions, non-coastal) of the Monterey County Code states, in part: *"Prior to an application being deemed complete, a hydrogeologic report based on a comprehensive hydrological investigation shall be prepared by a certified hydrogeologist, selected by the County and under contract with the County, at the applicant's expense, if required by this Section"* (emphasis added). This requirement has been in place

since before the Vista Nadura application was filed on 8/26/2002. The application checklist provided to the applicant on July 6, 2001, stated that applicant must provide hydrogeological evidence of water quality and quantity and proof of an assured, long term water supply. **(Exhibit A, Attachment 1a.)** After the applicant submitted his application, the County has consistently advised the applicant, beginning on 9/26/2002, within the 30 day timeframe for application completeness review, that this key requirement of a subdivision application had not been submitted. (See **Exhibit A**, **Attachments 1b and 1(**letter dated 9/26/2002). On 11/4/2002 The County Environmental Health Office provided the applicant with a supplemental letter restating and detailing the hydrogeological study required by these Subdivision Regulations. **Exhibit A, Attachment 2.**

3. Contention: *The Director's Interpretation/Opinion fails to recognize that Monterey County deemed the Vista Nadura application complete prior to October 16, 2007, and County is bound by this determination.*
Response: The record shows a consistent series of letters to the applicant stating the application was incomplete, and remains incomplete, as detailed in **Exhibit A** and attached to Exhibit A.

4. Contention: *The Director's Interpretation fails to recognize that the applicant proposed to utilize available public sewer capacity for wastewater, and provided a can and will serve letter to that effect, eliminating any need for a hydrogeological report related to the potential impact of wastewater discharge associated with septic systems or discharge of wastewater into the soil.*
Response: The record shows that a sewer service 'can and will serve' letter has not been received. The County has requested documentation to confirm that the proposed project will be allowed to connect to the Carmel Area Wastewater District, which may first require that the project site be annexed into the CAWD service area. Provided sewer service is assured, the project hydrogeological report would not need to asses potential impacts of onsite wastewater discharge from septic systems, but the requirement for information about water supply would remain.

5. Contention: *Director's Interpretation/Opinion fails to recognize that the hydrogeological report was not required by Section 19.03.015L.3.A of the Monterey County Codes (Title 19*

Subdivisions, non-coastal) as the County never indicated in writing such a report would be required prior to the application being deemed complete by that section.
Response: See application checklist requiring hydrological information and proof of water supply and letters dated 9/26/2002 and 11/4/2002, stating the hydrogeological report was required and not submitted. **Exhibit A, Attachments 1, 1a, 1b, and 2.**

6. Contention: *Director's Interpretation/Opinion fails to recognize applicant's use of existing water credits and entitlements and deeded water rights from Cal Am's predecessor in interest to provide water… and that, therefore, no hydrogeological report is required.*
Response: Section 19.03.015L.1.A.1 requires the Water Use Nitrate Loading Impact Questionnaire to be accompanied by verification of legal water rights to the quantity of water necessary to assure an adequate and reliable drinking water supply. The record shows that water rights verification has been requested repeatedly and remains outstanding. Water rights information would be evaluated in the hydrogeologic report. Applicant must identify the source of water for the proposed project in order for the County to evaluate the impacts of the project.

7. Contention: *Director's Interpretation/Opinion fails to acknowledge that various County representatives asserted numerous false, inaccurate and changing grounds in support of their claims the appellant's application was not complete.*
Response: The County consistently informed the applicant that the project application was not complete.

8. Contention: *Director's Interpretation/Opinion fails to recognize that there were County representatives who expressly told appellant's agents that they would never allow appellant to obtain a permit, regardless of the applications merits.*
Response: The County has no record of this allegation. County will process the application but requires information from the applicant to do so, as County has stated repeatedly.

9. Contention: *The County approved and issued final development and subdivision permits for their friend and ally, on a project about one mile away from appellant's project, with less information and evidence as to water rights and wastewater discharge than presented by appellant in its application.*

Response: Mr. Hart is referring to the September Ranch subdivision (PC95062), which he contends was not required to provide proof of water supply before being deemed complete for processing. However, the original September Ranch subdivision (PC95062) application was submitted and deemed complete in 1995. The EIR was revised subsequently (PLN050001), as a result of litigation, but since the revision of the EIR was to satisfy the court directives, the September Ranch project retained its original completion date and was processed under the pre-2000 Subdivision Code. Nonetheless, a very thorough analysis of water supply and water demand was required and done for the September Ranch project prior to the Board's approval of the September Ranch subdivision application in 2010 (Resolution No. 10-312).

Appellant attaches a copy of *Save Our Peninsula Committee v. Monterey County Board of Supervisors*, 87 Cal. App. 4th 99 (2001) but draws the wrong lesson from that case. Appellant cites the case to show the level of water information which County required to deem an application complete at that time. However, the Agha application was submitted years after the September Ranch application, after County had amended Title 19 regulations to require a hydrogeologic report. Different regulations applied in 1995 when the September Ranch application began as compared to 2002 when Mr. Agha submitted his application. By 2002, the Board of Supervisors had amended Title 19 to require a hydrogeologic report, prepared by a hydrogeologist under contract to the County at applicant's expense, as a prerequisite for finding a subdivision application complete. Moreover, the *Save Our Peninsula Committee* decision itself –issued in 2001 before the Agha application was submitted-- held that County's EIR analysis of water issues for the September Ranch project had been deficient. The court emphasized the importance of identifying and substantiating the baseline water conditions, based on substantial evidence, as necessary for an EIR to meaningfully analyze the environmental impacts of a project.

The County's ensuing processing of the September Ranch application in fact demonstrates that County is not singling out Mr. Agha for extra burdensome treatment or requesting more information of Mr. Agha than County ultimately needed to process the September Ranch process successfully. Following the court decision referenced above, –in roughly the same early 2000s time frame as when Mr. Agha's application was deemed incomplete, the County required an extensive hydrogeologic analysis for the September Ranch application. The County then certified a new EIR for the September Ranch project and approved a modified September Ranch project in 2006. The 2006 September Ranch EIR was challenged in litigation, and the court

required additional analysis to support the water demand calculation. The County then prepared an extensive water demand analysis for the September Ranch EIR, certified the augmented EIR, and approved the project again in 2010. The history of the September Ranch application and the court decision in *Save Our Peninsula Committee v. Monterey County Board of Supervisors* support County's requirement for applicant Agha to provide adequate hydrogeologic information in order for County to process and prepare environmental review of his subdivision application; it does not support reducing County's information requirements at the application stage, as appellant appears to argue.

10. Contention: *Director's Interpretation/Opinion fails to recognize that the County lost and misplaced the vast majority of its file and documents related to appellant's application and then claimed that there was no evidence that the requested information had been timely provide by appellant in conjunction with its application.*
Response: In December 2007, EHB acknowledged in a letter to the applicant that the multiple documents were not available in EHB records and confirmed receipt of a packet of documents reported by the applicant to have been furnished previously. The letter went on to clarify that the documentation did not satisfactorily address the outstanding information identified in the 2002 or 2006 Incomplete memos from EHB and reiterated the outstanding information necessary to make a complete application.

11. Contention: *The Director's Interpretation/Opinion fails to recognize and acknowledge that the County failed to timely act upon and respond to the full and complete information submitted by appellant in conjunction with its application, waiving any right of the County to claim that the application was incomplete and waiving any right to deny appellant the permits and approvals requested.*
Response: The record shows that the County has consistently responded to the information submitted by the applicant.

12. Contention: *The Director's Interpretation fails to recognize and acknowledge that appellant provided the County with a hydro-geological report and survey, provided proof of vested water rights, provided the County with well tests and reports, and provided the County with all other information required to establish the application as complete*.
Response: The record shows that a hydrogeologic report has not been prepared under contract with Monterey County, nor has the County determined that one would not be required, in

accordance with Section 19.03.015.L.1.B. Section 19.03.015.L explicitly requires an independent hydrogeologic report, prepared under contract with the County, paid for by applicant; a report prepared by applicant or applicant's agents does not satisfy the requirement set forth in County regulations The record shows that water rights verification has been requested repeatedly and remains outstanding. The record shows that some water quality testing has been completed but that source capacity testing remains outstanding.

13. Contention: *The Director's Interpretation/Opinion fails to recognize and acknowledge that appellant was not provided with an application checklist that identified any information that the appellant did not provide to the County as part of the application.*
Response: See **Exhibit A**. The application checklist required submission of hydrological evidence of water quality and quantity and proof of an assured, long term water supply. **(Exhibit A, Attachment 1a)** The County has consistently advised the applicant, beginning on 9/26/2002, within the 30 day timeframe for application completeness review, that this key requirement of a subdivision application had not been submitted. (**See Exhibit A, Attachment 1, letter dated 9/26/2002)**. On 11/4/2002 the County Environmental Health Office provided the applicant with a supplemental letter restating and detailing the hydrogeological study required by the Subdivision Regulations. (**See Exhibit A, Attachment 2.)** See also, **Attachment 8** (8/3/2006 letter to applicant from RMA listing missing information required by Environmental Health Bureau to deem application complete.)

14.Contention: *The Director's Interpretation/Opinion fails to recognize and acknowledge that the County at times failed and refused to accept and/or consider documents and information submitted and provided by the appellant in conjunction with its application on improper and wrongful grounds.*
Response: The County is unaware any refusal to accept documents and information. See 12/2007 and 3/2008 letters from Environmental Health, **Attachments 10 and 12.**

15. Contention: *The Director's Interpretation/Opinion fails to recognize and acknowledge that the County failed to follow its own policies, ordinances, rules, regulations, procedures and*

practices in conjunction with the application, as well as state laws, rules, regulations, procedures and practices.
Response: The County has followed state law and its own rules and regulations.

16. Contention: *The director's Interpretation/Opinion fails to recognize and acknowledge that the County treated appellant's application less favorably than it treated the applications submitted by others and imposed hurdles, impediments and other conditions upon appellant's application that were not imposed on other applicants, for the purpose and intent of discriminating against and harming appellant and impeding the application.*
Response: The County denies that it treated this applicant less favorably than or different than other applicants. There has been no discrimination or intent to discriminate against this applicant. Applicant has failed to provide the information which County regulations require of subdivision applications to deem the application complete. The County has required the hydrogeologic report in accordance with County's regulations (Title 19, as cited above) for this applicant equally with other subdivision applicants. For example, other subdivision applications during the relevant time frame which included this required report include: Harper Canyon (PLN000696),Madison (PLN020186), Pacific Mist (PLN 040691) and Heritage Oaks, (PLN 980503). If this contention is meant to refer to the September Ranch application, see Response 9 above.

17. Contention: *The Director's Interpretation/Opinion fails and refuses to fairly consider and acknowledge the validity of the facts, law and information submitted in conjunction with appellant's extensive submissions in support of its request for a Director's Interpretation/Opinion regarding the completion of appellant's application and the date thereof.*
Response: The entire record shows that the County staff has consistently reviewed applicant's submissions and found they do not meet the requirements of the Subdivision Regulations. See Exhibit A and its attachments and responses above.

2. **FINDING:** **CEQA (Exempt):** This determination that the Vista Nadura application is incomplete is not a project under CEQA.

EVIDENCE: a) Application status determination is not a project under CEQA Guidelines section 15378(b) (5) because it does not constitute approval of the subdivision application or commit the County to approval of the subdivision. This determination is an administrative activity that will not result in direct or indirect physical changes in the environment. The standard subdivision application itself is a project that would be subject to environmental review under CEQA prior to a decision on the proposed project.

3. **FINDING:** **APPEALABILITY** - The decision on this application incompleteness determination is final.

EVIDENCE: a) This appeal is taken pursuant to Government Code section 65943 which requires a final determination on an appeal of an incompleteness determination within 60 days of the filing of the appeal unless applicant and the County mutually agree to an extension. At the hearing at the Planning Commission, County Counsel inquired whether appellant would grant an extension of time in order for appellant to pursue an appeal to the Board of Supervisors which would have been available pursuant to section 19.17.050.D of the Monterey County Code, and appellant's attorney stated that appellant would not grant an extension of time.

DECISION

NOW, THEREFORE, based on all of the above findings and evidence, the Monterey County Planning Commission does hereby:

1. Deny the appeal by Vista Nadura LLC of the Resource Management Agency's determination that the Vista Nadura Subdivision application (Agha/ PLN990274) is incomplete; and

2. Affirm the determination that the Vista Nadura subdivision application (Agha/ PLN990274) was incomplete prior to October 16, 2007 and remains incomplete.

PASSED AND ADOPTED this 30th day of September 2020 upon motion of Commissioner Diehl, seconded by Commissioner Monsalve, by the following vote:

AYES: Ambriz, Diehl, Monsalve, Mendoza, Getzelman, Daniels, Coffelt, Gonzales
NOES: None
ABSENT: Duflock
ABSTAIN: Roberts

Brandon Swanson, Planning Commission Secretary

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Attachment A

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Vista Nadura Subdivision Application

KEY DATES/ACTIONS

6/10/1999	Application Request submitted, assigned case number PLN990274
09/2000	BOS adopts Ordinance 4082 amending MCC Chapters 19.03 and 19.04 setting forth procedures for a tentative map, including a hydrogeological report required prior to an application being complete.
6/10/1999	Application Request Form Submitted Exhibit 1b.
7/6/2001	Application request "Given Out" Exhibit 1a.
8/26/2002	Application Submitted Exhibit 1b.
9/26/2002	Incomplete letter issued noting 1) the subdivision is located in water sub basins 31 and 32. Sub basin 32 is subject to a subdivision prohibition adopted by the County in Feb. 1983, 2) no documentation of source of water supply, 3) Lack of soils study and report for each lot, and 4) Project description is not complete. Exhibit 1
11/4/2002	Supplemental letter from Environmental Health Office reiterating that the applicant must provide map overlays showing the proposed subdivision location in the two sub basins, and related soil percolation test results. Also reiterated was the requirement for a project-specific hydrogeological report to demonstrate the existence of a long-term water supply for the subdivision. The report was to be prepared by a hydrogeologist under contract with the County. It was specifically stated the application would be deemed incomplete until such report was completed and accepted by Environmental Heath. Exhibit 2
4/15/2003	Letter from Bestor Engineers (Applicant's engineer) urging reconsideration of requirement of the hydrogeological report to demonstrate long range water supply. based on historic land use of the property and their related water consumption. Health Department notes they have no record of this letter and marked it received on November 9, 2007. Exhibit 3
3/18/2005	Letter from attorney Robert E Rosenthal withdrawing proposed 172 unit multifamily rezoning and discussing status of Vista Nadura subdivision application. Exhibit 4
4/6/2006	Bestor Engineers submits supplemental data for water system. Exhibit 5
4/20/2006	Letter from County Planning regarding additional information needed. Exhibit 6
7/10/2006	Letter from Bestor Engineers responding to county request for additional information. Exhibit 7
8/3/2006	Letter from County Planning stating all departments have deemed the application complete except the Health Department. Health Department requires information on I) Complete project description related to sub basins, 2) Additional soils information, 3) Documentation of water supply, 4) Method of sewage disposal and proposed Community Septic System not acceptable. Exhibit 8
11/9/2007	Information submitted by applicant to Health Department addressing required data. (Same letter dated 7/10/2006).
11/30/2007	Detailed letter from Health Department identifying incomplete information for: wastewater management, water supply, project description, and related tentative map requirements. Exhibit 9
12/27/2007	Revised letter from County Health Department reiterating the application is incomplete due to lack of information listed in their referral of 7/31/2006.(listed in County Planning letter of 8/3/2006). Exhibit 10
2/21/2008	Bestor Engineers submits response to County Health Department letter of 12/27/2007. Response clarified the project description is to include 7 inclusionary housing units on lot 20; 1982 map showing subdivision location in sub watersheds; soil and percolation testing reports, well pump test, drain-field and septic information. Exhibit 11

3/18//2008 County Health Department letter to applicant stating Bestor Engineers had updated the project description but other required application information had not been submitted. Exhibit 12

6/4/2008 County Health Department letter to applicant summarizing required information on the: sub basins overlaid by the subdivision proposed septic fields, wastewater management, water supply verifying water rights for existing well and other data as detailed in March 18,2008 letter. Exhibit 13

9/4/2008 Letter from Health Department to applicant confirming a phone conversation of 8/28/2008 wherein applicant stated he wished to address sewage issues by deleting drain fields and connecting to Carmel Area Wastewater District (CAWD). Letter stated Can and Will Serve Letter from CAWD required to be documented. Water supply issues still not addressed. Exhibit 14

12/17/2010 Letter from Environmental Health Department documenting phone conversation regarding letters sent to applicant by the Planning Department. Staff was directed by the Board of Supervisors to recommend denial of all proposed subdivisions in Carmel Valley. On October 26, 2010, the Board of Supervisors adopted the 2010 Monterey County General Plan, under which Carmel Valley subdivision project applications that remain incomplete as of Oct.16, 2007 are to comply with the 2010 General Plan policies LU-1.19, CV- 1.6,CV-2.18, CV-2.19 and CV-5.5. Previously documented reports and technical information remain outstanding. Regarding wastewater disposal, an Oct 23, 2008 letter from the Carmel Area Wastewater District stated the project will have to apply to amend the CAWD Sphere of Influence in order to be annexed into the district. Exhibit 15

11/15/2011 Memorandum from Roger Van Horn, Environmental Health Dept. to Robert Schubert, Planning Department stating that Environmental Health considers the project incomplete with recommendation for denial due to lack of proof of a sustainable long-term potable water supply. Exhibit 16
This memorandum is identical to the July 12, 2011 memorandum except that the November 2011 memo changes the word "complete" to "incomplete." Exhibit 16a.

5/31/2016 Project Referral Sheet from Environmental Health Bureau stating the application is incomplete. Can and Will Serve Certification from CAWD has not been submitted by the applicant to show CAWD will provide sewer service to the project. Proof of Long-Term Sustainable Water Supply and Adequate Water Supply System pursuant to General Plan

policy PS 3.2 has not been submitted. Exhibit 17

5/11/2017 Letter from Paul Hart of Moncrief and Hart, attorney for applicant, requesting a written opinion on whether the application for Vista Nadura was, or should have been, deemed complete prior to October 16, 2007. Exhibit 18

1/24/2018 Letter from John M Dugan, RMA Deputy Director summarizing the history of the project and requesting evidence that the Environmental Health Bureau information requirements had been met to deem the project application complete. Exhibit 19

3/19/2019 Letter from Paul Hart responding to the letter of 1/24/18 and requesting a Director's Interpretation which would find the application complete prior to October 16, 2007. Documentation provided which applicant contends supports their contention that the application should have been deemed complete sometime in 2002 or 2003. Exhibit 20

11/4/2019 Memorandum from Bryan Escamilla Environmental Health Bureau restating and partially revising (ie, reducing) items required to be addressed prior to the project being deemed complete under the 2010 General Plan. Exhibit 21

4/1/2020 Letter to Paul Hart from John Dugan stating prior staff determinations are accurate and application remains incomplete. Exhibit 22.

Additional letters:

12/22/2006 Letter from Bob Schubert to Nader Agha concerning selection of EIR Consultant. December 22, 2006 Exhibit 23

10/28/2010 24 Letter from Bob Schubert to Nadar Agha stating options for processing the subdivision and stating RMA had not received a response about selecting an EIR Consultant. Exhibit 24.

Exhibit 1

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MONTEREY COUNTY

PLANNING AND BUILDING INSPECTION DEPARTMENT
240 CHURCH STREET, SALINAS, CA 93901 PLANNING: (831) 755-5025 BUILDING: (831) 755-5027 FAX: (831) 755-5487
MAILING ADDRESS: P.O. BOX 1208, SALINAS, CA 93902
COASTAL OFFICE, 2620 1st Avenue, MARINA, CALIFORNIA 93933 PLANNING: (831) 883-7500 BUILDING: (831) 883-7501 FAX: (831) 384-3261

SCOTT HENNESSY, DIRECTOR

September 26, 2002

Nader Agha
542 Lighthouse Ave.
Pacific Grove, CA. 93950

Subject: Vista Nadura Subdivision (PLN990274)

Dear Mr. Agha:

This is to notify you that a staff review of your application finds it to be incomplete, and more information is necessary. A list of the additional information required is attached and must be received in this office and found adequate by the Planning and Building Inspection Department before processing can begin.

Copies of all interdepartmental review comments and requirements are attached for your information. Some of these sheets indicate additional materials are necessary before the project can be deemed complete.

Should you have any questions, please call me at (831) 883-7560.

Sincerely,

Patrick Kelly, AICP
Associate Planner

Project Referral Sheet

Planning & Building Inspection Department
Coastal Office
2620 First Ave
Marina, California .
(831) 883-7500

TO: FIRE DEPARTMENT HEALTH DEPARTMENT
PUBLIC WORKS WATER RESOURCES AGENCY
PARKS DEPARTMENT OTHER: _____

Please Submit your recommendations for this application by: Monday, September 23, 2002
Project Title: AGHA DURELL D TR
File Number: PLN990274
File Type: SUB
Planner: KELLY
Location: Carmel Valley Road
Assessor's No: 169-011-009-000-M
Project Description:
Standard Subdivision Tentative Map for the subdivision of an existing lot of record of 50 acres into 20 lots ranging in size from 1.1 acres to 5.2 acres, including grading for the construction of 20-foot wide access road; and a Use Permit for development on slopes greater than 30 percent (access road). The property is located north of Los Arboles Road (Assessor's Parcel Number 169-011-015), Mid Carmel Valley area, Carmel Valley Master Plan area.
Status: COMPLETE/INCOMPLETE (highlight one)
Recomended Conditions:

The Health Department has reviewed the above referenced application and has considered the application incomplete. The following reports and/or information are needed prior to considering the application complete.

1) Provide a map of the proposed subdivision. Upon receipt of the map, the project's location in the Carmel Valley Wastewater Study(Montgomery Study) will be determined and additional information or requirements may apply.
2) Provide to the Director of Environmental Health certification and any necessary documentation that California American Water Company can and will supply sufficient water flow and pressure to comply with both Health and fire flow standards.
3) Provide evidence to the satisfaction of the Director of Environmental Health that the water source for the mutual system meets applicable State and County standards for water quantity and quantity.
4) Since the Initial Water Use Questionaire submitted indicates an intensification of water use, a determination shall be made by a hydrogeologist under contract to the County as to the requirement for any additional water resources information. If any hydrologic or hydrogeologic reports are deemed necessary, the County will contract directly with qualified consultants, at the applicant's expense, upon request of the applicant. A written request to the Division of Environmental Health is necessary to commence with the preparation of a scope of work.
5) Please contact Roger Beretti at 755-4570 to arrange an on-site visit to determine septic system feasibility of the proposed project as per Chapter 15.20 MCC (Septic Ordinance) and "Prohibitions", Central Coast Basin Plan, RWQCB.
6) Soil excavations must be performed on each lot and witnessed by a representative of the Division of Environmental Health. Contact Roger Beretti at 744-4570 to schedule and determine the scope of work.
7) Submit two copies of a soils and percolation testing report for review and approval by the Division of Environmental Health to prove that the site is suitable for the use and that it meets the standards found in Chapter 15.20 MCC (Septic Ordinance), and "Prohibitions", Central Coast Basin Plan, RWQCB. Contact the Division prior to proceeding to determine the scope of work and to oversee soil testing. The testing and report format shall be completed as per the adopted soil report policies of the Department.

Signature: Roger Beretti via email **Date:** September 23, 2002
Please return original to Planning & Building Inspection and make a copy for your records.

Exhibit 1a

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Monterey County Planning and Building Inspection Department
240 Church Street, Room 116
P.O. Box 1208
Salinas, CA 93902
755-5025

Water

Nitrate

Instructions and Development Project Application Procedure for Minor Subdivisions (Tentative Parcel Map) and Standard Subdivisions (Tentative Map)

The following materials, data and reports are required for submittal of your development project application where noted. **This form must be returned with your application.**

1. ✓ Filing Fee See attached

2. 10 Copies of a completed development project application as prescribed by the Director of Planning and Building Inspection.

3. 10 Copies of the tentative map or tentative parcel map. All maps shall be folded to an approximate size of 8½"x11". If multiple pages, the maps shall also be stapled and collated.

4. ✓ Two copies of a slope density analysis map of the proposed project that shows the following slope categories and a tabulation of the total area (acres or square feet) within each category as specified by the Monterey County General Plan and any amendments to the Plan including Coastal Land Use Plans as certified by the State of California. The categories for the countywide General Plan are as follows: 0-19.9%, 20-29.9%, and 30%+. The following categories shall apply to the Big Sur Land Use Plan area east of State Highway 1; under 15%, over 30%. The map shall be of the same scale of the tentative map or tentative parcel map.

5. ~~Two copies of a slope analysis map indicating all areas greater than 25% slope (North County Land Use Plan Area Only). The map shall be the same scale as the tentative map or tentative parcel map.~~

6. ✓ One copy and the original of the Inclusionary Housing Compliance Form.

7. ✓ One transparency of each page of the tentative parcel map or tentative map (Maximum size: 8½"x11").

8. ✓ A photocopy of the Assessor's parcel page(s) showing the parcel involved and parcels within 300' of the subject property. Applicants must indicate on the Assessor's map which parcels are included on the list of property owners.

9. ✓ A list of the names, addresses, and Assessor's parcel numbers of all property owners within 300 feet of the property, including the owner of the subject property for which this application is filed. The list shall be taken from the most recent records of the Monterey County Assessor. If the project is located in the Coastal Zone the list must include tenants within 300 feet of the subject property.

10. 2 seen Sets of pre-addressed stamped envelopes to be sent (no return address) to all persons listed on the Assessor's parcel page within 300 feet of the subject property, including the applicant, owner, representative and tenants (Coastal Zone Only).

11. ✓ Two copies of preliminary title report showing the legal owners at the time of submittal of the tentative map application.

12. ✓ Four copies of a preliminary soils report by a registered civil engineer based upon adequate test borings. If the preliminary soils report indicates the presence of critically expansive soils or other soils problems which, if not corrected, would lead to structural defects, the Director of Planning and Building Inspection may require a soils report investigating each lot within the subdivision. This soils investigation report shall recommend corrective action which is likely to prevent structural damage to each structure proposed to be constructed in the area where such soils problems exist as well as precautions required for erosion control and prevention of sedimentation and damage to adjacent property. (See attached information from the Health Department).

13. ✓ If sewage disposal for the proposed subdivision will be provided by a public or private entity, a letter or document shall be submitted from the entity to the Division of Environmental Health and the Director of Planning and Building Inspection stating that the entity can and will serve the proposed subdivision. The public entity must comply with all state and county allocation and capacity requirements. The letter or document shall also state the expiration date of such a commitment. In the event that an individual sewage disposal system will be utilized, preliminary percolation testing and soil profile analysis shall be required to be submitted along with a tentative map application. The report shall analyze at least one soil profile analysis test per lot and one percolation test hole per two lots. Soil profile analysis may be reduced if conformity to a given soil type can be established. The report submitted shall demonstrate the feasibility of the proposed lot design and density and shall address nitrate loading of subsoil surfaces when septic systems are proposed. The soil tests and percolation tests shall meet the standards of the Division of Environmental Health. The applicant shall also provide proof that sewage disposal systems, both individual and package, for all lots which are proposed to be created through subdivision will not exceed nitrate and chemical loading levels in aquifers pursuant to the Regional Water Quality Control Basin Plan. If wastewater reclamation is proposed for a subdivision, the reclamation system must comply with the Basin Plan and the California Administrative Code subject to the review of the Director of Environmental Health. (See attached information from the Health Department).

Septic

14. ✓ If water for the subdivision will be provided by a public utility or existing water system, a letter or document from the utility or water system shall be submitted to the Director of Division of Environmental Health indicating that the utility can and will serve the proposed subdivision. The public entity must comply with all state and county allocation and capacity requirements. The letter or document shall also state the expiration date of such a commitment. Hydrological evidence shall be submitted to the Director of Division of Environmental Health to show evidence of water quality and quantity. The

applicant shall also provide proof of an assured, long-term water supply in terms of sustained y adequate quality for all lots which are proposed to be created through subdivisions. The water must meet both water quality and quantity standards expressed in Title 22 of the California Admi tive Code and Title 15.04 of the Monterey County Code subject to review of the Director of Env mental Health. (See attached information from the Health Department).

4 15. ✓ ~~Four~~ two copies of a detailed geological report prepared in conformance with California Division of Min and Geology standards, that addresses seismic hazards, faulting, slope stability and liquefaction potential and contains measures recommended by the geologist for any geologic hazards that are shown as a result of the report. The report shall be prepared by a California registered geologist. The report shall be subject to the approval of the Director of Planning and Building Inspection. In the case of a minor subdivision, a preliminary geologic report shall be required where it is determined that the subject project lies within a zone IV to VI geologic hazard.

All below

16. ____ ~~Three copies of an archaeological report prepared by a certified archaeologist (SOPA, Society of Professional Archaeologists) where the proposed project is located in a "moderate or high sensitivity" archaeologic zone as shown on an archaeological sensitivity map of the General Plan, Area Plan or Coastal Land Use Plan.~~

17. ____ ~~In the event the proposal is for the conversion of a mobile home park to another use, a report as prescribed by Government Code Section 66427.4 shall be submitted to address the impact of the conversion upon displaced residents of the mobile home park to be converted.~~

18. ✓ A description of prior development activity on the site such as the removal of any vegetation, grading, etc. which may affect the proposed subdivision. Concept grading

X 19. ____ Other: TRAFFIC REPORT, ARCHAEOLOGY REPORT, DRAINAGE, LAND USE, WATER SOURCE, GEOLOGY—SOILS, HISTORIC RESOURCES, ETC. WILL BE ASSESSED IN AN INITIAL STUDY/SCOPING FOR THIS PROJECT. ALL INFO AVAILABLE WILL BE CONSIDERED. Forest mangt.

Tentative Map/Tentative Parcel Map: Form and Contents

The tentative map or tentative parcel map shall be prepared in a manner acceptable to the Director of Monterey County Planning and Building Inspection by a registered civil engineer or licensed land surveyor and shall be submitted to the Planning and Building Inspection Department along with all required fees. The tentative map or tentative parcel map shall be clearly and legibly drawn and contain the following:

1. ✓ Title block located in the lower right corner of the map which shall contain the name "Tentative Map" or "Tentative Parcel Map" and the type of development proposed.

2. ✓ Name and address of legal owner, subdivider, and person preparing the map (including registration number if applicable).

3. ✓ Assessor's parcel number(s) of the subject property.

4. ✓ Date prepared, north arrow, scale 1" = 100' and contour interval. The scale of the map may be varied by the Director of Planning and Building Inspection if it is found that the project can be effectively illustrated at a different scale.

5. ✓ A vicinity map scale (1" = 2000') showing roads, towns, major creeks, railroads and other data sufficient to locate the proposed subdivision and show its relation to the community and the current surrounding land uses.

6. ✓ Existing topography of the proposed site, including but not limited to: The contour of the land at intervals of 5 feet of elevation up to 5% slope, or lesser contour intervals as may be approved by the Director of Planning and Building Inspection. Contours shall be indicated on contiguous property for a distance of 200 feet. Every fifth contour shall be a heavier weight line.

7. ✓ The approximate location and height of major vegetation and existing structures on the property and on adjacent parcels which might affect solar access to the site(s) proposed for development. Applicants shall indicate how many of the housing units in the proposed subdivision have full southwall solar access and any other information pertinent to solar access. Structures and trees to be removed shall be so indicated. (Tentative Maps Only.)

8. ✓ The location of the floodway and/or floodway fringe boundaries as well as the approximate location of all areas subject to inundation or storm water overflow and the location, width and direction of flow of each water course.

9. ✓ The location, pavement and right-of-way width, grade and name of existing streets or highways.

10. ✓ The widths, location and type of all existing easements.

11. ✓ The location and size of existing sanitary sewers, water mains, and storm drains. The approximate slope of existing sewers and storm drains shall be indicated. The location of existing overhead utility lines on peripheral county or private roads.

12. ✓ Proposed improvements shall be shown including but not limited to:

    A. The location, grade, centerline radius and arc length of curves, pavement and right-of-way width and proposed name of all streets. Typical sections of all streets shall be shown as well as an indication if they will be offered for dedication.

    B. The location and radii of all curb returns and cul-de-sacs.

    C. The location, width and purpose of all easements.

    D. The approximate lot layout and the approximate dimensions of each lot. The number of each lot shall be indicated and shall be numbered consecutively.

E. Proposed recreation sites, trails and parks for private or public use and other dedicated or reserved areas.

F. Proposed common areas and areas to be dedicated to public open space. Common areas and open space parcels shall be indicated by letter designation.

G. The location and size of proposed sanitary sewers, water mains, and storm drains and stormwater detention ponds. Proposed slopes and approximate elevations of sanitary sewers and storm drains shall be indicated.

H. Approximate location of all rivers, watercourses, drainage channels, drainage structures and reservoirs.

13. ✓ A subdivider's statement describing the existing and proposed use(s) of the property.

The subdivider's statement shall contain the following information and shall be on the face or first sheet of the tentative map or tentative parcel map or on a separate statement to be included with the application.

A. Existing zoning and proposed uses of the land;

B. Measures proposed regarding erosion control;

C. Proposed source of water supply and name of water system, method of sewage disposal and the name of sewage utility system, if sewered;

D. Indicate type of tree planting or removal proposed;

E. Proposed public areas to be dedicated and common area or scenic easements proposed. If common areas are proposed method of maintenance shall be stated;

F. Proposed height of all structures;

G. Proposed type development of lots or unit and whether they are for sale as lots or fully developed units.

14. ✓ The name or names of any geologist or soils engineer whose services were required in the preparation of the design of the tentative map or tentative parcel map.

15. ✓ If the subdivider plans to develop the site as shown on the tentative map in phases, a description of the proposed phases indicated on the map by a heavier weight line or included by reference in the subdivider's statement.

16. ____ Other: _____

NOTE: Your development project application will not be accepted for review unless all the applicable materials, data, and reports accompany the application.

An application for a discretionary permit does not entitle or grant the land use for which the application has been made.

The Director of Planning and Building Inspection may modify any of the foregoing tentative map or tentative parcel map requirements whenever the Director of Planning and Building Inspection finds that the type of subdivision is such as not to necessitate compliance with these requirements, or that other circumstances which justify such modifications.

Instructions and Procedures Given By:

M Whitney Date: 7-6-01

Received by: _____ Date: _____

Advisory Committee Notice

The Monterey County Planning Commission has appointed various citizen advisory committees to comment and recommend on development project applications. It is in your best interest to contact and attend the committee meeting.

Your application will be referred to the Carmel Valley Advisory Committee.

The contact person for this committee is _____ at _____, if you wish to attend.

PLEASE NOTE: It is your responsibility to contact the Advisory Committee.

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Exhibit 1b

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MONTEREY COUNTY

Planning and Building Inspection Department

240 Church St.; P.O. Box 1208, Salinas CA 93902 (831) 755-5025; Fax: (831) 755-5487

RECEIVED
JUN 10 1999
MONTEREY COUNTY
PLANNING AND BUILDING
INSPECTION DEPARTMENT

APPLICATION REQUEST FORM

Upon submittal of this Application Request Form, a planner will contact you to discuss your proposed application. In order to assist the planner in preparing for the appointment, please submit the information listed below with a $168.00 check **payable to the County of Monterey**. This fee will be credited to your application if the application is submitted within 6 months.

1. **Owner(s)**
   Name: Durrel & Nader Agha 594-9711 Nader
   Address: 592 Lighthouse Av (Holman Bldg)
   City: Pacific Grove State: Ca Zip: 93950 Phone: 646-1877
   Fax: 646 0898 Email:

2. **Representative(s)/Applicant(s)**
   Name: Carl Hooper (Bestor Engineers Inc)
   Address: 9701 Blue Larkspur Lane
   City: Mtry State: Zip: Phone: 373-2941
   Fax: 649 4118 Email: 0423-7681

3. **Property Address/Location:** Carmel Valley Road, east of Carmel Valley Manor

4. **Assessor's Parcel Number(s):** 169 011 009, 014 & 015

5. **Describe Proposal:** Subdivide 50 acres into 20 lots

6. **Submit a Conceptual Plot Plan indicating:**
   - Parcel Size, Dimensions, & Access
   - Existing and/or Proposed Buildings
   - Existing and/or Proposed Setbacks
   - Proposed Height of Structures
   - Contours (if applicable)
   - Existing and/or Proposed Use of Buildings
   - Existing/Proposed Wells & Septic Systems
   - Proposed Tree Removal (Size and Type)
   - Proposed Grading Estimate (cut & fill)
   - Other:

Applicant Signature: [signature] Date: 10 June 1999

Department Use Only

File #: 990274 Planner Assigned: Whitney
Zoning: LDR/2.5-D-S Date Submitted: 6-10-99
Area Plan: CVMP Submitted To: Lois / 6-10-99
Planning Team: Inland Given Out by: Lois / 6-10-99
Permits Required: Standard Subdivision (20 Lots)
Comments:

App_REQ2.doc (4/14/99)

Received by Pat Kelly 8/26/02 – Mon. Co. Planning does not certify that material submitted are as described or adequate, only that they were submitted.

MONTEREY COUNTY PLANNING AND BUILDING INSPECTION DEPARTMENT
SALINAS OFFICE ~ P.O. BOX 1208 SALINAS, CA. 93902
(831) 755-5025 FAX (831) 755-5487
COASTAL OFFICE ~ 2620 FIRST AVENUE, MARINA, CA. 93933
(831) 883-7500 FAX (831) 883-3261

Instructions and Development Project Application Procedure for Minor Subdivisions (Tentative Parcel Map) and Standard Subdivisions (Tentative Map)

The following materials, data and reports are required for submittal of your development project application where noted. **This form must be returned with your application.**

1. ✓ Filing Fee 15,958.

2. 27 Copies of a completed development project application as prescribed by the Director of Planning and Building Inspection.

3. 27 Copies of the tentative map or tentative parcel map. All maps shall be folded to an approximate size of 8½"x11". If multiple pages, the maps shall also be stapled and collated.

4. ✓ (on map, per applicant – not verified) Two copies of a slope density analysis map of the proposed project that shows the following slope categories and a tabulation of the total area (acres or square feet) within each category as specified by the Monterey County General Plan and any amendments to the Plan including Coastal Land Use Plans as certified by the State of California. The categories for the countywide General Plan are as follows: 0-19.9%, 20-29.9%, and 30%+.The following categories shall apply to the Big Sur Land Use Plan area east of State Highway 1; under 15%, over 30%. The map shall be of the same scale of the tentative map or tentative parcel map.

5. ____ ~~Two copies of a slope analysis map indicating all areas greater than 25% slope (North County Land Use Plan Area Only). The map shall be the same scale as the tentative map or tentative parcel map.~~

6. ____ One copy and the original of the Inclusionary Housing Compliance Form.

7. ____ One transparency of each page of the tentative parcel map or tentative map (Maximum size: 8½"x11").

8. ✓ A photocopy of the Assessor's parcel page(s) showing the parcel involved and parcels within 300' of the subject property. Applicants must indicate on the Assessor's map which parcels are included on the list of property owners.

9. ✓ A list of the names, addresses, and Assessor's parcel numbers of all property owners within 300 feet of the property, including the owner of the subject property for which this application is filed. The list shall be taken from the most recent records of the Monterey County Assessor. If the project is located in the Coastal Zone the list must include tenants within 300 feet of the subject property.

10. ____ Sets of pre-addressed stamped envelopes to be sent (no return address) to all persons listed on the Assessor's parcel page within 300 feet of the subject property, including the applicant, owner, representative and tenants (Coastal Zone Only).

11. ✓ Two copies of preliminary title report showing the legal owners at the time of submittal of the tentative map application.

12. ✓ Four copies of a preliminary soils report by a registered civil engineer based upon adequate test borings. If the preliminary soils report indicates the presence of critically expansive soils or other soils problems which, if not corrected, would lead to structural defects, the Director of Planning and Building Inspection may require a soils report investigating each lot within the subdivision. This soils investigation report shall recommend corrective action which is likely to prevent structural damage to each structure proposed to be constructed in the area where such soils problems exist as well as precautions required for erosion control and prevention of sedimentation and damage to adjacent property. (See attached information from the Health Department).

13. Septic, per applicant If sewage disposal for the proposed subdivision will be provided by a public or private entity, a letter or document shall be submitted from the entity to the Division of Environmental Health and the Director of Planning and Building Inspection stating that the entity can and will serve the proposed subdivision. The public entity must comply with all state and county allocation and capacity requirements. The letter or document shall also state the expiration date of such a commitment. In the event that an individual sewage disposal system will be utilized, preliminary percolation testing and soil profile analysis shall be required to be submitted along with a tentative map application. The report shall analyze at least one soil profile analysis test per lot and one percolation test hole per two lots. Soil profile analysis may be reduced if conformity to a given soil type can be established. The report submitted shall demonstrate the feasibility of the proposed lot design and density and shall address nitrate loading of subsoil surfaces when septic systems are proposed. The soil tests and percolation tests shall meet the standards of the Division of Environmental Health. The applicant shall also provide proof that sewage disposal systems, both individual and package, for all lots which are proposed to be created through subdivision will not exceed nitrate and chemical loading levels in aquifers pursuant to the Regional Water Quality Control Basin Plan. If wastewater reclamation is proposed for a subdivision, the reclamation system must comply with the Basin Plan and the California Administrative Code subject to the review of the Director of Environmental Health. (See attached information from the Health Department).

14. ✓ If water for the subdivision will be provided by a public utility or existing water system, a letter or document from the utility or water system shall be submitted to the Director of Division of Environmental Health indicating that the utility can and will serve the proposed subdivision. The public entity must comply with all state and county allocation and capacity requirements. The letter or document shall also state the expiration date of such a commitment. Hydrological evidence shall be submitted to the Director of Division of Environmental Health to show evidence of water quality and quantity. The

applicant shall also provide proof of an assured, long-term water supply in terms of sustained yield an adequate quality for all lots which are proposed to be created through subdivisions. The water supply must meet both water quality and quantity standards expressed in Title 22 of the California Administrative Code and Title 15.04 of the Monterey County Code subject to review of the Director of Environmental Health. (See attached information from the Health Department).

15. 4 Four copies of a detailed geological report prepared in conformance with California Division of Mines and Geology standards, that addresses seismic hazards, faulting, slope stability and liquefaction potential and contains measures recommended by the geologist for any geologic hazards that are shown as a result of the report. The report shall be prepared by a California registered geologist. The report shall be subject to the approval of the Director of Planning and Building Inspection. In the case of a minor subdivision, a preliminary geologic report shall be required where it is determined that the subject project lies within a zone IV to VI geologic hazard.

16. _____ Three copies of an archaeological report prepared by a certified archaeologist (SOPA, Society of Professional Archaeologists) where the proposed project is located in a "moderate or high sensitivity" archaeologic zone as shown on an archaeological sensitivity map of the General Plan, Area Plan or Coastal Land Use Plan.

17. _____ In the event the proposal is for the conversion of a mobile home park to another use, a report as prescribed by Government Code Section 66427.4 shall be submitted to address the impact of the conversion upon displaced residents of the mobile home park to be converted.

18. _____ A description of prior development activity on the site such as the removal of any vegetation, grading, etc. which may affect the proposed subdivision.

19. _____ Other: TRAFFIC REPORT,

Tentative Map/Tentative Parcel Map: Form and Contents

The tentative map or tentative parcel map shall be prepared in a manner acceptable to the Director of Monterey County Planning and Building Inspection by a registered civil engineer or licensed land surveyor and shall be submitted to the Planning and Building Inspection Department along with all required fees. The tentative map or tentative parcel map shall be clearly and legibly drawn and contain the following:

1. _____ Title block located in the lower right corner of the map which shall contain the name "Tentative Map" or "Tentative Parcel Map" and the type of development proposed.

2. _____ Name and address of legal owner, subdivider, and person preparing the map (including registration number if applicable).

3. _____ Assessor's parcel number(s) of the subject property.

4. _____ Date prepared, north arrow, scale 1" = 100' and contour interval. The scale of the map may be varied by the Director of Planning and Building Inspection if it is found that the project can be effectively illustrated at a different scale.

5. _____ A vicinity map scale (1" = 2000') showing roads, towns, major creeks, railroads and other data sufficient to locate the proposed subdivision and show its relation to the community and the current surrounding land uses.

6. _____ Existing topography of the proposed site, including but not limited to: The contour of the land at intervals of 5 feet of elevation up to 5% slope, or lesser contour intervals as may be approved by the Director of Planning and Building Inspection. Contours shall be indicated on contiguous property for a distance of 200 feet. Every fifth contour shall be a heavier weight line.

7. _____ The approximate location and height of major vegetation and existing structures on the property and on adjacent parcels which might affect solar access to the site(s) proposed for development. Applicants shall indicate how many of the housing units in the proposed subdivision have full southwall solar access and any other information pertinent to solar access. Structures and trees to be removed shall be so indicated. (Tentative Maps Only.)

8. _____ The location of the floodway and/or floodway fringe boundaries as well as the approximate location of all areas subject to inundation or storm water overflow and the location, width and direction of flow of each water course.

9. _____ The location, pavement and right-of-way width, grade and name of existing streets or highways.

10. _____ The widths, location and type of all existing easements.

11. _____ The location and size of existing sanitary sewers, water mains, and storm drains. The approximate slope of existing sewers and storm drains shall be indicated. The location of existing overhead utility lines on peripheral county or private roads.

12. _____ Proposed improvements shall be shown including but not limited to:

A. The location, grade, centerline radius and arc length of curves, pavement and right-of-way width and proposed name of all streets. Typical sections of all streets shall be shown as well as an indication if they will be offered for dedication.

B. The location and radii of all curb returns and cul-de-sacs.

C. The location, width and purpose of all easements.

D. The approximate lot layout and the approximate dimensions of each lot. The number of each lot shall be indicated and shall be numbered consecutively.

E. Proposed recreation sites, trails and parks for private or public use and other dedicated or reserved areas.

F. Proposed common areas and areas to be dedicated to public open space. Common areas and open space parcels shall be indicated by letter designation.

G. The location and size of proposed sanitary sewers, water mains, and storm drains and stormwater detention ponds. Proposed slopes and approximate elevations of sanitary sewers and storm drains shall be indicated.

H. Approximate location of all rivers, watercourses, drainage channels, drainage structures and reservoirs.

13. _____ A subdivider's statement describing the existing and proposed use(s) of the property.

The subdivider's statement shall contain the following information and shall be on the face or first sheet of the tentative map or tentative parcel map or on a separate statement to be included with the application.

A. Existing zoning and proposed uses of the land;

B. Measures proposed regarding erosion control;

C. Proposed source of water supply and name of water system, method of sewage disposal and the name of sewage utility system, if sewered;

D. Indicate type of tree planting or removal proposed;

E. Proposed public areas to be dedicated and common area or scenic easements proposed. If common areas are proposed method of maintenance shall be stated;

F. Proposed height of all structures;

G. Proposed type development of lots or unit and whether they are for sale as lots or fully developed units.

14. _____ The name or names of any geologist or soils engineer whose services were required in the preparation of the design of the tentative map or tentative parcel map.

15. _____ If the subdivider plans to develop the site as shown on the tentative map in phases, a description of the proposed phases indicated on the map by a heavier weight line or included by reference in the subdivider's statement.

16. _____ Other: _____

_____

_____

NOTE: Your development project application will not be accepted for review unless all the applicable materials, data, and reports accompany the application.

An application for a discretionary permit does not entitle or grant the land use for which the application has been made.

The Director of Planning and Building Inspection may modify any of the foregoing tentative map or tentative parcel map requirements whenever the Director of Planning and Building Inspection finds that the type of subdivision is such as not to necessitate compliance with these requirements, or that other circumstances which justify such modifications.

Instructions and Procedures Given By:

_____ Date: _____

Received by:

_____ Date: _____

_____

Advisory Committee Notice

The Monterey County Planning Commission has appointed various citizen advisory committees to comment and recommend on development project applications. It is in your best interest to contact and attend the committee meeting.

Your application will be referred to the _____ Advisory Committee.

The contact person for this committee is _____ at

_____, if you wish to attend.

PLEASE NOTE: It is your responsibility to contact the Advisory Committee.

Exhibit 2

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Vista Nadora

November 4, 2002

Nader Agha
542 Lighthouse Avenue
Pacific Grove, CA 93950

Subject: PLN 990274, Standard Subdivision

Dear Mr. Agha:

This letter is a follow up to our telephone conversation of October 23, 2002. During that conversation it was explained to you that, based on the Board of Supervisors Resolution dated February 15, 1983, subdividing is not allowed in Sub-Basin 32 as defined in the Carmel Valley Wastewater Study. A copy of the resolution was sent to you by facsimile. The proposed subdivision lies in sub basin 32 and 31. As previously mentioned sub basin 32 is closed for subdivisions. A map of the subdivision would have to be submitted to this Office with an overlay of the two sub basins so a determination of the possibilities of subdividing in sub basin 31 could be evaluated. Upon completion of our evaluation, a determination of what would be required for soils and percolation tests could then be discussed.

Additionally, the Initial Water Use and Nitrate Impact Questionnaire indicated an increase in water use. As discussed, the increase in water use triggers the need for a project specific hydrogeological report to demonstrate the existence of a long-term water supply for any proposed project. This report will have to be prepared by a hydrogeologist under contract with the county at the applicant's expense. Your application will remain incomplete until a hydrogeologist makes a determination that a long-term water supply exists for the proposed project.

If you have any questions I can be reached at 755-4570.

Sincerely,

Roger Beretti, R.E.H.S.
Environmental Health Specialist III
Land Use Program

Cc: Bestor Engineers, Carl Hooper

1270 Natividad Road, Room 301, Salinas CA 93906-3198 · Tel (831) 755-4505 · Fax (831) 755-4880
http://www.co.monterey.ca.us

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Exhibit 3

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BESTOR ENGINEERS, INC.
CIVIL ENGINEERING · SURVEYING · LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 · SALINAS 424-7681 · FAX 649-4118

15 April 2003

MONTEREY COUNTY HEALTH DEPARTMENT
1270 Natividad Road
Salinas, CA 93906
Via Fax: 755-4880

Attn: Roger Beretti

Re: Vista Nadura, PLN 990274
Carmel Valley (Agha)

Dear Mr. Beretti:

In your letter to Nader Agha dated 11/4/02, you stated in paragraph two that a hydrogeologic report would be required to demonstrate the existence of a long term water supply. Mr. Agha urges you to reconsider that requirement, on the basis of the historic land uses on the site, and their related water consumption:

a. Domestic water has been supplied to the property by Cal-Am for many decades. A letter from Stephanie Locke at the Water Management District dated 3/1/99 (copy attached) stated that the District was satisfied that historic Cal-Am use over an eight-year period established an average annual use of 2.43AF/yr.

b. The existing well was drilled by Salinas Pump Company in 1978 (750 feet plus deep, ceased to 750, perforated 310 to 750, and equipped with a 40gpm pump). It has been used for most of the intervening 25 years for irrigation and for dust suppression in the riding rings and paddocks. Most probable usage has been five to seven acre feet per year. This well produces water at 870 ppm TDS, slightly high in sulfate (280) and iron (0.83). It is intended to be used for irrigation and sub-potable interior uses (primarily for toilets) at an average of 0.217AF/yr., whereas the Cal-Am water supply can be used at an annual average of 93gpd per residence for drinking, cooking, showering, and laundry purposes (0.103AF/yr per residence).

Gross use will thus remain within the current and historic total use of about 0.32AF/yr. per dwelling, or a total of 6.4AF/yr. for the 20-lot project. There is a potential net reduction of 1 to 3AF/yr.

Note that the well perforations start at 310, below the shales and clays that occur from 158 to 288, a potentially effective aquaclude that could prevent annual variations in shallower acquifers from having any effect. The sands that provide water to this well then extend for more than 440 feet of thickness. This also affects the total absence of nitrates as exhibited in the 1979 report.

Sincerely,
BESTOR ENGINEERS, INC.

Carl L. Hooper

cc: Nader Agha

Enclosures
W.O. 3782.01
CLH/mr.Rocha/Marie/Carl/10557VistaNaduraHydrogeologic378201.doc

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Exhibit 4

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BOHNEN, ROSENTHAL & DUSENBURY
AN ASSOCIATION OF LAW PARTNERSHIPS

THOMAS P. BOHNEN
ROBERT E. ROSENTHAL
DOUGLAS K. DUSENBURY
ROGER D. BOLGARD
BARBARA J. MAY

555 ABREGO STREET
SECOND FLOOR
POST OFFICE BOX 1111
MONTEREY, CALIFORNIA 93942
TELEPHONE (831) 649-5551
FACSIMILE (831) 649-0272
MTRYLEGAL.COM

March 18, 2005

Monterey County
Planning and Building Department
2620 First Avenue
Marina, CA 93933

Req. to withdraw
172 unit Plan

Re: Vista Nadura Subdivision, Carmel Valley

Gentlemen:

Following the March 3, 2005, meeting at the planning office regarding the above project, Mrs. Durell Agha, based upon the advice she has received from her representatives and the County Staff's recommendations, determined that the subject application (rezoning for 172 multi-family dwellings) should be withdrawn. She requests that fees submitted with that application in July 2004 be refunded. On her behalf, please consider this the formal withdrawal of that application and notwithstanding, I would request that multi-family uses be considered as an alternative in the preparation of environmental documentation.

The subject meeting was attended by Scott Hennessy and Alana Knaster of Planning, Efren Iglesias representing County Counsel, Robert Rosenthal and Carl Hooper representing Mrs. Durell Agha. At that meeting, staff position was that there existed inadequacies in water supply, sewage disposal and traffic capacity of sufficient magnitude that the application cannot be processed. Staff position also indicated that the original 20-lot subdivision Tentative Map (PLN 99-02f74) could only proceed to be considered with the agreement and understanding that only the number of dwellings that can be served with the existing water rights that have been acknowledged by the Monterey Peninsula Water District (i.e., 2.49 AF per year) could be improved and developed, and the balance of the 20 lots in the processed Tentative Map will be permitted to be improved and developed only when adequate future water supply is available.

As you know, the 20-lot Tentative Map currently shows a six-lot first increment, to be followed upon clearance of traffic limitations by a subsequent increment. That application was submitted prior to completion of the Carmel Valley Road Safety Improvements in 2003, which included construction of a two-way left turn lane along project frontage and to the east. That traffic improvement should be considered adequate to relieve the limitation to pre-project traffic generation rates.

That Tentative Map (99-0274) also shows a dual water source, consisting of the 2.49 AF per year resultant from cessation of equestrian uses, plus use of the existing onsite 40gpm well to supply subpotable landscape water. Fire protection would be provided by extension

3/22/05

from Cal Am mains. I do not agree that it is proper to preclude use of the onsite well, and I ask that environmental review include consideration of the dual source water supply.

Sincerely,

BOHNEN, ROSENTHAL & DUSENBURY

ROBERT E. ROSENTHAL

RER/lhl

cc: Dale Ellis
client

Exhibit 5

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BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 • SALINAS 424-7681 • FAX 649-4118

06 April 2006

MONTEREY COUNTY PLANNING AND BUILDING INSPECTION
168 Alisal Street, 2nd Floor
Salinas CA 93901

Re: Vista Nadera – Carmel Valley Water Data

Attn: Bob Schubert

Dear Bob:

Mr. Agha informs me that you are awaiting supplemental data regarding the water system. Enclosed is a duplicate package of the information provided to Mimi Whitney in 2001, and to John Hodges in 2004.

As you know, the proposal was for 20 lots of single family homes, i.e. 63 occupants. If onsite inclusionary is added, it could result in seven additional multi family dwellings (rentals) of two bedroom units, potentially 28 additional occupants, or 91 total persons. Assuming that Cal-Am's potable system is limited to kitchen sink and lavatory use (probable 15 gdp/person, or about 1,400 gpd = 1.6 AF/year) and that non-potable well source system provides the remainder, 60 gpd/person or 6,000 gpd = 6.72 AF/year, plus irrigation of one half acre per d.u., or 13.5 acres at 2.0 ft/yr = 26 AF/yr or grand total well use of 32.7 AF/yr (an average of 29,200 gpd). This would require well operation at 40 gpm for 730 minutes per day average – which is 12.2 hours of operation per day. (i.e.: 60 minutes on, 60 minutes off, average)

Please note that the intent of drilling the deep well in 1978 was to show that this is an independent source, not affecting Cal-Am's Carmel Valley aquifer. Note that the well penetrated 44 feet of "chalk rock", 114 feet of sands that were cased off, then 130 feet of clays and shales (also cased off), and another 35 feet of good sand (also cased off) before reaching top of perforations at 310 feet. Production levels (perforated) then extended from 310 to 750 feet, at the bottom of the perforations.

Also, note on the E-log the results of the grab samples at various depths, which showed TDS measurements ranging from 700 to 860 in the perforated (310 to 750 feet) zone. This is compared to the 200-300 TDS levels in Cal-Am's higher zones. Our hydrogeologist, Dick Thorup, and our driller, Aaron Thornton, both stated in 1978 that this marked differential, plus the existence of the non-perforated upper 310 feet, were positive proof that this was a water source independent of, and unaffected by, the Cal-Am production aquifer.

We are certain that you and the outside consultants that will prepare the EIR will agree with that conclusion.

Sincerely,
BESTOR ENGINEERS, INC.

Carl L. Hooper

cc: Nader Agha

Enclosure
W.O. 3782.01

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Exhibit 6

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MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

PLANNING & BUILDING INSPECTION DEPARTMENT, Scott Hennessy, Director

168 W. Alisal St., 2nd Floor
Salinas, CA 93901

(831) 755-5025
FAX (831) 757-9516

April 20, 2006

Mr. Nader Agha
542 Lighthouse Avenue
Pacific Grove, CA 93950

Subject: Vista Nadura Subdivision (PLN990274)

Dear Mr. Agha:

On January 18, 2006 we met to discuss additional information that is needed for the EIR consultant to complete a proposal for the Vista Nadura Subdivision. On April 11, 2006, I received a letter from Bestor Engineers with some of the information (i.e., regarding the water system) that was identified at that meeting. However, several of the items that were identified at the meeting have not been submitted. The additional information that is still required is as follows:

1. AMBAG 2003 air photograph for this area;
2. Update of 1978 geotechnical report covering only the current 50 acre project area;
3. Tree location map;
4. Data showing that the proposed drainage system will meet County standards;
5. Statement regarding the number of horses currently at the site;
6. Sewer generation estimates for the 172-unit alternative; and
7. List of all technical studies that have been prepared for the project and submitted to the County.

Please submit the above information so that the consultant can complete a proposal to prepare the EIR. If you decide not to submit the information, please me know. As we discussed at the meeting, this would result in additional costs to prepare the EIR.

Sincerely,

Bob Schubert

Bob Schubert, AICP
Senior Planner

Cc: Carl Hooper, Bestor Engineers
Andi Culbertson
Mike Novo
Alana Knaster
Dale Ellis

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Exhibit 7

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BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 • SALINAS 424-7681 • FAX 649-4118

10 July 2006

MONTEREY COUNTY
PLANNING & BUILDING INSPECTION
168 Alisal Street, 2nd Floor
Salinas CA 93901
Via Hand Delivery

Attn: Bob Schubert

Re: Vista Nadura Subdivision (PLN 99-0274)

Dear Bob:

In response to your 4/20/06 letter to Mr. Agha, we herewith provide responses. First, we have added the on-site inclusionary housing in the form of seven rental units, or 26% of the new total of 27 dwellings (20 single family lots, one acre minimum, plus seven low income rentals). This still falls within the slope density allowable of 27.3 dwellings.

The rental units will be two bedroom (intended for occupancy by three persons per dwelling) and the apartment is one bedroom (limited to two occupants). Total occupancy will thus be 20 persons. This will produce 1,500 gpd of wastewater, to be handled by a single 3,000-gallon septic tank. This parcel is 7.3 acres, suitable for up to 2,200 gallons per day at 300 gpd per acre. Percolation tests made in November 2002 on three representative areas of this 7.3-acre parcel, showed percolation rates of 2.08 to 2.76 inches per hour, more than ample for the proposed use.

We have also increased water storage capacity for the mutual water company, now showing 36,000 gallons (versus probable 19,000 gpd usage). Fire protection will be by Cal-Am, as will the potable water needs (at 15 gpd x 20 persons = 300 gpd, or 0.34 acre feet per year).

Please note that the density bonus of seven dwellings is within the Section 65915(a)(1) requirement which states that the bonus shall be increased by 1.5% for each unit above the basic 20%, up to a maximum of 35%. Hence our usage of 7/20 = 35% above the basic 2.5-acre dwelling unit RDR/2.5 zoning classification.

Our responses to specific requests in you 4/20/06 letter are:

1. AMBAG mapping: enclosed at 1"=150'.

2. Geotechnical Report: The report by Geoconsultants (Jeremy Wire) covered the entire 1,300 acres, but it is applicable to the southerly 50 acres. We feel that an "update" is unnecessary.

3. Tree Locations: Are shown on the Tentative Map, just as they have been since the mid 1990s.

4. Drainage Analysis: The 2001 report has been revised, primarily due to the addition of the inclusionary housing on Lot 21.

5. Horse Operation: Mr. Agha reports that the current number of horses stabled on the property is 25.

6. Sewer: The sewer for the alternate 172 multi-family dwellings is outlined in the 7/12/06 letter to Mr. Agha (copy attached). This outlined four possible solutions:
   a. High level treatment (probably micro-filtration with underground disposal).
   b. Normal treatment (with spray disposed on adjacent land).
   c. Raw sewage pumped to Carmel Valley Ranch (Cal-Am).
   d. Raw sewage pumped to Carmel Area Wastewater District (at existing main from Del Mesa Carmel).

   All alternatives would reach $10,000 to $12,000 per dwelling unit in 2004 costs, which are not out of line with the probable value of the dwelling units.

7. Prior studies provided to the county include:
   a. Tentative Map for 20 dwelling units
   b. Attached Tentative Map adding seven inclusionary units
   c. 2003 Tentative Map for 172 multi-family units.
   d. Percolation tests, including maps, test results and correspondence regarding results of Montgomery study.
   e. Prior drainage analysis, supplemented here (Hooper)
   f. Preliminary Soils Report (Hooper)
   g. Preliminary Traffic Analysis (Hooper)
   h. 1978 Geotechnical Study by Geoconsultants
   i. 1979 EIR by Larry Seeman Associates

We hope that you will find this information satisfactory to qualify as a completed filing so preparation of the EIR may continue.

Sincerely,
BESTOR ENGINEERS, INC.

Carl L. Hooper

cc: Nader Agha

Enclosures
W.O. 3782.01
CLH/mr.L:/3782/378201/Docs/060710 MoCoPlanning.doc

BESTOR ENGINEERS, INC. 9701 BLUE LARKSPUR LANE MONTEREY, CALIFORNIA 93940

VISTA NADURA
PRELIMINARY DRAINAGE ANALYSIS
W.O. 3782.01
3 MARCH 2001
Revised 7 July 2006

Vista Nadura is a proposed 20-lot subdivision on 50 acres in Carmel Valley, Monterey County California. It lies northerly of, and wraps around Carmel Valley Manor. It contains three small sub-watersheds that drain to the south, and abuts the larger Canada de la Ordena to the east. Each sub-watershed is analyzed below.

Design rainfall for improvements in Monterey County is the 10-year rainfall, defined by Plate 25 of County Standard Details to be:

2 year intensity = 0.62 iph

10 year = 1.48 x 2 yr. = 0.91 iph

Peak intensity for the three westerly watersheds is assumed to about time of concentration = 20 minutes, when intensity is 1.58 iph. (Canada de la Ordena would be at 45 minutes, I = 1.04 iph.)

Runoff from impervious surfaces is estimated to be 95%.

Additional runoff in a 10-year storm, which is the basis for detention required, is then derived to be Q = AIR = 1.58 x 0.95 A = 1.50 A or 1.5 cubic feet per second per acre of impervious surfaces.

The watershed above the three westerly creeks is all quite similar, with the upper ridge in the range of 400 to 500 feet above the project and 2,000 to 2,500 feet distant. All are heavily wooded, with mid slopes as steep as 25 to 30%, yielding probable runoff coefficient of 10 – 15%, rising to as high as 30 to 35% in a 100 year storm with substantial precedent rainfall.

The derived natural runoff from these small sub-watersheds is then:

10 year Q = AIR = 0.125 (1.04) A = 0.130 cfs/acre

100 year Q = 0.32 (1.61) A = 0.517 cfs/acre

The Canada de la Ordena watershed, on the contrary, is more than half mile of gentle grassy slope, at 4 to 5%, recently (1998) deeply incised by a 10 to 15 foot wide, 8 to 10 foot deep ravine. It has more than 1,000 acres of watershed, including much grassy area, and a few wooded areas. Its probable runoff coefficient is 8 to 10% in a 10-year storm, rising to 25 to 30% in a 100-year storm. It will not be directly detained by the east (Lot 15 – 19) detention pond but house and street runoff will be impounded prior to creek entry.

Watershed areas for detention ponds are:

Pond	Watershed Acres	Homes	Street sf. X 1,000	Total added impervious, acres	Additional Runoff, cfs	Natural Runoff, 10 yr.	Final Runoff	Detention 10 yr.	100 yr Spillway
West	8.0	4*	18.8**	1.07	1.35	1.80	2.35	0.11	6.3
Center	62.0	10	48.0	2.70	3.63	14.70	21.00	0.27	44.0
East	16.0	5	19.5***	1.25	1.68	2.27	3.83	0.13	11.5
Ordena	1002	0	0	0	0	93.8			422.0
West Drive	33.2	0	0	0	0	4.32			14.1
Lot 20/21	8.5	3 equiv.	12.0	0.76	1.01	2.01	3.03	0.08	9.1

* At average 7,000 sf impervious
** Including entry drive
*** Including Doud to Carmel Valley Road
Detention required is calculated as 3 hour runoff from impermiable, 84% x 1.46 inches = 4450 cu ft per acre impervious

The creek at the west drive (Lots 2 & 3) drains 33 acres, which should yield a 10 year peak flow of about 4.0 cfs after diversion of part of Lot 4 to the detention pond. This is shown to dissipate above Carmel Valley Road. This is apparent on the USGS quad, where it naturally curves east through the Movahedi property. Detailed topo in 1978 shows it to be diverted onto the St. Dunstan property by a low earth berm. Whether it can continue along that route will be determined in final design, it may be necessary to pipe it to Carmel Valley Road. This would require a 12" RCP or 10" plastic pipe. The flow through that pipe will actually be a reduction from natural flow, since most of Lot 4 runoff, and all of the developed area, will be diverted for detention. Outflow from the detention pond will be at very reduced rate onto the Church parking lot.

The pond on Lot 5 will include a spillway to discharge runoff from the area above the homes as sheet flow, just as it presently flows through Wodecki and De Puy, but at a reduced rate.

The creek between Lot 14 and Lot 15 will continue to discharge the approximately 7.5 to 8.0 cfs that naturally flows at that point behind the carports on Carmel Valley Manor. No onsite runoff will be directed to that location.

The runoff from the approximate 15 acres above homesites on Lots 15-19, roughly 2 cfs, will join with the 3 cfs from those lots for detention at the east pond. This pond will be constructed separately from the Canada de la Ordena 36" culvert, so that only reduced rate discharge from the pond will flow to the main creek. Since Canada de la Ordena is to be affected only by the 350 feet of Doud Road improvements, and since Pond 15/19 intercepts some natural flow that would otherwise reach the creek, there is no perceptible increase in downstream flow to Coastal Cypress.

The Koretsky King "Monterey County Master Drainage Plan" dated 1975 showed watershed 14 (Canada de la Ordena) to be enhanced with structure 23 b., for extension direct to the Carmel River. That structure was intended to be a double 48-inch culvert with 1,600 lineal feet of channel improvements. The Master Plan did not site any specific source of funding for that very costly improvement (estimated at $15,000 in 1975, but more probably in excess of $1.0 million in today's market). The 1,300-foot downstream right-of-way for a 10' wide bottom, 4.5' deep, 30' wide top channel would require at least 1.5 acres. Including crossings to serve several adjacent homes, this land acquisition alone could exceed $500,000.

Construction would be at least $300,000 to 350,000. This should be a public project funded from flood control sources, not a private project. If the 1,200 acres of Canada de la Ordena was to be developed at a reasonable density, then perhaps it could be partially funded by that developer.

Respectfully submitted,
BESTOR ENGINEERS, INC.

Carl L. Hooper
Registered Civil Engineer #13017
State of California
Expires: 31 March 2005

W.O. 3782.01
CLH/mr.L:/3782/378201/Docs/060707 Rev Vista Nadura Drainage.doc

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Exhibit 8

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MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

PLANNING & BUILDING INSPECTION DEPARTMENT, Scott Hennessy, Director

168 W. Alisal St., 2nd Floor
Salinas, CA 93901

(831) 755-5025
FAX (831) 757-9516

RECEIVED
AUG - 7 2006
Bestor Engineers

August 3, 2006

Mr. Nader Agha
542 Lighthouse Avenue
Pacific Grove, CA 93950

Subject: Vista Nadura Subdivision (PLN990274)

Dear Mr. Agha:

The County has reviewed the additional information and revised plan for the subject project that was submitted on July 10, 2006. All of the County Department have now deemed the application complete with the exception of Environmental Health (see the attached memorandum dated July 31, 2006). The information requested from Environmental Health must be submitted before the subject application (PLN990274) can be deemed complete.

If you have any questions regarding the requested information that has been requested by Environmental Health, please contact Roger Van Horn at (831) 755-4763.

Sincerely,

Bob Schubert

Bob Schubert, AICP
Senior Planner

Cc: Carl Hooper, Bestor Engineers
Mike Novo
Burke Peas

Project Referral Sheet

Planning & Building Inspection Department
168 W Alisal St 2nd Floor
Salinas, CA 93901
(831) 755-5025

wuvz@bestw.com

645-4118

TO: **FIRE DEPARTMENT** **HEALTH DEPARTMENT**
PUBLIC WORKS **WATER RESOURCES AGENCY**
PARKS DEPARTMENT **OTHER:** _____

PLEASE SUBMIT YOUR COMMENTS FOR THIS APPLICATION BY: Monday, July 31, 2006

Project Title: AGHA DURELL D TR
File Number: PLN990274
File Type: SUB
Planner: SCHUBERT
Location: N OF LOS ARBOLES RD CARMEL VALLEY
Assessor's No: 169-011-009-000-M
Project Description:
STANDARD SUBDIVISION TENTATIVE MAP FOR THE SUBDIVISION OF AN EXISTING LOT OF RECORD OF 50 ACRES INTO 20 LOTS RANGING IN SIZE FROM 1.1 ACRES TO 5.2 ACRES, INCLUDING GRADING FOR THE CONSTRUCTION OF 20-FOOT WIDE ACCESS ROAD; AND A USE PERMIT FOR DEVELOPMENT ON SLOPES GREATER THAN 30 PERCENT (ACCESS ROAD). THE PROPERTY IS LOCATED NORTH OF LOS ARBOLES ROAD, CARMEL (ASSESSOR'S PARCEL NUMBERS 169-011-009-000, 169-011-014-000 AND 169-011-015-000), MID CARMEL VALLEY AREA.
Status: COMPLETE/INCOMPLETE (circle one)
Recomended Conditions:

The Health Department has reviewed the above referenced application and has considered the application **incomplete**. The following reports and/or information are needed prior to considering the application complete.

PROJECT DESCRIPTION

1. A full and complete description of the project needs to be submitted for approval. Upon receipt of project description, the specific location of the project in the Carmel valley Wastewater Study (Montgomery Study) will be determined and if additional information is requiremented the applicant will be notified.

SEPTIC SYSTEM ISSUES

2. Please contact Mr. Roger Van Horn at 831-755-4763 to arrange an on-site visit to determine septic system feasibility of the proposed project as per Chapter 15.20 MCC (Septic Ordinance) and "Prohibitions", Central Coast Basin Plan, RWQCB.

3. Additional soils and percolation testing are required on the proposed lots for review and approval by the Division of Environmental Health to prove that the site is suitable for the use and that it meets the standards found in Chapter 15.20 MCC (Septic Ordinance), and "Prohibitions", Central Coast Basin Plan, RWQCB. Contact the Division prior to proceeding to determine the scope of work and to oversee soil testing. The testing and report format

Signature: Roger Van Horn **Date:** July 31, 2006

Please return a copy to Planning & Building Inspection Department
IDR Comments Due Date: 07/31/2006
Date IDR Referral Sheet Printed: 07/14/2006

Project Referral Sheet

Planning & Building Inspection Department
168 W Alisal St 2nd Floor
Salinas, CA 93901
(831) 755-5025

TO:	FIRE DEPARTMENT	HEALTH DEPARTMENT
	PUBLIC WORKS	WATER RESOURCES AGENCY
	PARKS DEPARTMENT	OTHER: _____

PLEASE SUBMIT YOUR COMMENTS FOR THIS APPLICATION BY: Monday, July 31, 2006

shall be completed as per the adopted soil report policies of the Department.

4. Information to determine conformance with the Carmel Valley Wastewater Study, Montgomery Study, is necessary for determination of the feasibility of the wastewater disposal.

WATER ISSUES

5. In the event that the development meets the definition of a water system and will require the establishment of a permitted water system and if a individual well or wells are to be used, water quality and quantity information meeting all applicable State and County requirements shall be submitted to the Director of Environmental Health for review and approval as evidence that an adequate water supply exists for the project. The well or wells shall first undergo a minimum of a 72-hour continuous pump test to determine the yield of the well to meet the required quantity. The pump tests shall be made no earlier than June 1 of each year and no later than the first significant rainfall event of the wet season. A representative of the Division of Environmental Health shall witness the pump tests.

6. Please refer to the attached "**Water System Completeness Requirements**" check sheet. This is provided to further detail the requirements of MMC Title 19, Subdivision Ordinance. The items listed may or may not be necessary depending on your final project description.

7. Since Initial Water Use Questionnaire submitted indicates an intensification of water use, a determination shall be made by a hydrogeologist under contract to the County as to the requirement for any additional water resources information. If any hydrologic or hydrogeologic reports are deemed necessary, the County will contract directly with a qualified consultant, at the applicant's expense, upon request of the applicant. A written request to the Division of Environmental Health is necessary to commence with the preparation of a scope of work.

8. The Monterey Peninsula Water Management District (MPWMD) needs to be advised of this project so they may make comments regarding any specific concerns they might have as to water intensification usage. Please contact Henrietta Stern at the MPWMD for information regarding requirements. MPWMD has requested MCDDEH to advise applicants to enter the MPWMD "Preapplication Conference".

Signature: Roger Van Horn **Date:** July 31, 2006

Please return a copy to Planning & Building Inspection Department
IDR Comments Due Date: 07/31/2006
Date IDR Referral Sheet Printed: 07/14/2006

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Exhibit 9

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MONTEREY COUNTY

DEPARTMENT OF HEALTH LEN FOSTER, Director

ADMINISTRATION
ANIMAL SERVICES
BEHAVIORAL HEALTH
CLINIC SERVICES
COMMUNITY HEALTH
EMERGENCY MEDICAL SERVICES
ENVIRONMENTAL HEALTH
OFFICE OF THE HEALTH OFFICER
PUBLIC ADMINISTRATOR/PUBLIC GUARDIAN

November 30, 2007

Nader Agha
Carl L. Hooper

Bestor Engineers, Inc.
9701 Blue Larkspur Lane,
Monterey, CA 93940

RE: Vista Nadura Subdivision Proposal, PLN990274, Carmel Valley

Dear Mr. Agha,

Environmental Health Division (EHD) would like to expedite your project's planning review and to do that we need sufficient information to assess your project's impact on public health and safety. You indicated that the information that we had requested in the Incomplete Notices of September 23, 2003 & July 31, 2006 had already been submitted to EHD. Unfortunately, this information must have been lost or misplaced since staff was unable to find the needed information in the project file, for this we apologize.

The incomplete notices had requested the following information:

1. Submit a complete project description.
2. Provide a map of the proposed subdivision in relation to the Carmel Valley Wastewater Study that was conducted by Montgomery Engineers (i.e. a map of the proposed project with an overlay of the pertinent sub basins).
3. Submit a soils and percolation testing report.
4. Conduct a source capacity test (i.e.72-hour pump test) on the well or wells that will provide the water supply for the proposed water system.
5. Provide information regarding the proposed water supply required by Monterey County Code Title 19.

On November 9, 2007 a packet of documents was submitted to Environmental Health at a meeting with Planning Department and Environmental Health to discuss the status of your project. This packet was to replace the missing records in our file.

Staff have reviewed the information provided at the November 9, 2007 meeting. The following identifies, 1) those issues that have insufficient information to consider the application complete and proceed with the EIR preparation; and 2) those issues that must be addressed in the EIR.

I: ***Project Description.***

The Permits Plus Program currently describes the project as follows:
Standard Subdivision Tentative Map For The Subdivision Of An Existing Lot Of Record Of 50 Acres Into 20 Lots Ranging In Size From 1.1 Acres To 5.2 Acres, Including Grading For The Construction Of 20-Foot Wide Access Road; And A Use Permit For Development On Slopes Greater Than 30 Percent (Access Road). The Property Is Located North Of Los Arboles Road, Carmel (Assessor's Parcel Numbers 169-011-009-000, 169-011-014-000 and 169-011-015-000), Mid Carmel Valley Area.

Documents have been submitted indicating that you are proposing seven inclusionary housing units, which is not reflected in the project description. If the project includes seven inclusionary housing units, the project description should be modified to include the inclusionary housing units. This revision was requested in the July 31, 2006 Incomplete Notice and as yet to be accomplished.

II: ***Wastewater.***

The July 6, 2006 tentative map indicates an individual septic system on each lot and a community septic system on Lot 21 for seven inclusionary housing units. Monterey County Code (MCC), 19.03.015 Tentative map--Additional data and reports (k) reads as follows:

If sewage disposal for the proposed subdivision will be provided by a public or private entity, a letter or document shall be submitted from the entity to the Division of Environmental Health an - Director of Planning and Building Inspection stating that the entity can and will serve the proposed subdivision. The public entity must comply with all State and County allocation and capacity requirements. The letter or document shall also state the expiration date of such a commitment. In the event that an individual sewage disposal system will be utilized, preliminary percolation testing and profile analysis shall be required to be submitted along with a tentative map application. ***The report shall analyze at least one soil profile analysis test per lot and one percolation test hole per two lots.*** *Soil profile analysis may be reduced if conformity to a given soil type can be established.* ***The report submitted shall demonstrate the feasibility of the proposed lot design and density and shall address nitrate loading of subsoil surfaces when septic systems are proposed.*** *The soil tests and percolation shall meet the standards of the Division of Environmental Health. The applicant shall also provide evidence proof that sewage disposal systems, both individual and package, for all lots which are proposed to be created through subdivision will not exceed nitrate and chemical loading levels in aquifers pursuant to the Regional Water Quality Control Basin Plan. ...*

A) It is recommended that the applicant investigate the feasibility of connecting to the Carmel Area Wastewater District (CAWD) or to the adjacent sewer system of Canada Woods. September Ranch will be connecting to CAWD and may provide opportunities for connection CAWD. EHD will be recommending that the EIR discuss the feasibility of the potential connection to the Carmel Area Waster Water District or the Canada Woods wastewater system.

B) The July 2006 map shows a community septic system on lot 21. EHD has indicated since November 17, 1980 in a letter to Carl Hooper from Roger Ponessa that a community septic system is not acceptable. This was also discussed at several meetings with the applicant on January 18, 2005, July 31, and August 1, 2006. Community septic systems have proven to be problematical and have a high rate of failure. Also, EHD's experience with community septic systems demonstrates that maintenance of these systems is extremely difficult. The community septic system that is being proposed is for the affordable housing units. The residents for this type of housing are usually financially challenged and are the least likely to be able to support the Technical, Managerial, and Financial resources needed to assure a safe and properly functioning system.

C) The nitrate loading from onsite disposal must be evaluated in a Hydrogeologic report per MCC 19.03.015 of MCC. This is required in order to consider the application complete .

D) The lot that the well exists on shall be a minimum of 2.5 gross acres if onsite wastewater disposal is proposed.

E) Soil Borings and Percolation Tests: MCC 15.20.C.(1)(a) requires that all test results be presented to the Health Department and the test report shall include the following:

> *(d) A report of all test results must be presented to the Health Department. Such report shall include a topographic map showing property lines, any adjacent wells, recorded well lots, springs, water courses, or drainage channels within 100 feet of the property lines, reservoirs within 200 feet of property lines, as well as within property lines. Such report shall indicate the locations of existing and proposed structures on the property and easements on the property. The Assessor's Parcel Number shall be placed on both the map and the reports. The test report shall contain the following information:*
> *1) Assessor's Parcel Number*
> *2) Minor Subdivision Number or Major Subdivision Name*
> *3) Date or Period of Testing*
> *4) Soil Logs*
> *5) Person Performing Test and License or Registration Number*
> *6) Percolation Test Results*
> *7) Conclusions and Recommendations: This section shall specifically state whether the lot(s) meet(s) the standards found in this Chapter. Specific recommendations shall be made about the location and design of the septic tank system(s).*

The test results that were presented to the Health Department do not constitute a soils analysis and percolation report that conforms to MCC 15.20. The document that was submitted to EHD in a letter from Mr. Hooper to Roger Beretti on October 1, 2003 was raw data and a summary sheet of testing results. It did not include analysis, conclusions or specific recommendations for septic design for each proposed lot.

The percolation test results indicate that several of the lots were very close to failing, either too slow or too fast. When tests fail or are marginal retesting is needed to confirm the

testing results to assure the validity of septic disposal feasibility review. A complete report of all soils analyses must be submitted to EHD for review and approval prior to considering the application as complete.

F) Montgomery Wastewater study/ Carmel Valley Master Plan Sub basin 32 issues.
On February 15, 1983 the Monterey County Board of Supervisors adopted a resolution that sub basin 32 (and others) was deemed to have been saturated as far as safe wastewater disposal was planned, thus no further subdivisions were allowed for this sub basin. This was the conclusion as evaluated in the Carmel Valley Wastewater Study prepared by James M. Montgomery Consulting. The Carmel Valley Wastewater Study was adopted as part of the Carmel Valley Master Plan. The proposed project appears to include lots within the sub basin 32, which cannot have any further subdivision with onsite wastewater disposal.

A map was requested to be submitted to the Health Department that depicts the proposed lots and an overlay of sub basin 32. This has been requested on several occasions as well as in the incomplete notices that were sent to the applicant. A map was submitted to Roger Beretti of EHD on October 1, 2002, however that map did not supply the information that was requested.

In a letter from Mr. Hooper to Roger Beretti on April 14, 2003, Mr. Hooper discusses the sub basin 32 issues and attached a "1'- 400' markup". This information was also unsatisfactory and not responsive to EHD requests. To date the Health Department has not received a map with the requested information. The Health Department cannot approve of any lots within sub basin 32 being served by onsite wastewater system.

EHD acknowledges the receipt of letters from Bestor Engineers, (Carl Hooper to Mary Anne Dennis) on June 5, 2003 and October 1, 2003 to Roger Beretti in which Mr. Hooper contends that the Carmel Valley Wastewater Study should not apply to this project. It is not within the purview of EHD to change this requirement. The Carmel Valley Master plan was predicated on this document. Thus, other issues such as traffic and the total number of lots allowed for creation would need to be reevaluated if the findings in this report were modified.

G) In March of 2007, Regional Water Quality Control Board directed Monterey County to conduct a new study and develop an Onsite Wastewater Management Plan for Carmel Valley. The Regional Board's direction is a result of concern for the urbanization of that portion of Carmel Valley that uses individual sewage disposal systems and potential impact to public health and water quality. Any reconsideration of the Montgomery Engineers' Report would be done during the study that would then be the basis for developing an Onsite Wastewater Management Plan for Carmel Valley. The results of this study would have to be considered for inclusion into the Carmel Valley Master Plan.

III: ***Tentative Map Requirements.***

A) The July 2006 proposed tentative map indicates a Plan line on the map for expansion of Carmel Valley Road. This further reduces the availability of space for drain fields. Drain

fields may not be proposed within this Plan line. The Plan line must be discussed in the EIR and the Public Works Department must comment on this issue.

B) Prior to commencement of the EIR EHD must see a map that identifies either the plan to connect to an existing wastewater system or adequate to dispose of waste. The proposed septic areas must be demonstrated to conform to the requirements of the Montgomery report (areal application rate of sewage per acre and the design application rate of the individual leach lines), the RWQCB and MCC 15.20.

C) Scenic Easements are identified on the July 2006. Tentative map proposal. The acreage assigned to them does not appear to correspond with the acreage assigned to the buildable portion of the property. For example, lots 12, 13, and 14 appear to be mislabeled based on a visual comparison of the size of the two areas. The map should identify road cuts that may impact the location of a leach field area. Slope issues must be evaluated in an EIR.

IV: ***Water Supply.***

A) MCC 15.04.040 and MCC 19.03.015 require documentation of water rights prior to consideration of the application as complete. This information has not been provided as of this date.

B) Should the water rights be proven, the Monterey County General Plan, 1982 encourages consolidation of systems and MCC 19.03.015 requires that investigation of consolidation with another system be evaluated in order to consider an application as complete.

C) A proposed water system of this size is classified according to the State of California as a Public Water System. The system is proposed as a "Mutual Water Company". The State of California adopted a requirement that all new water systems document how the technical, managerial and financial (TMF) aspects of any new water system would be addressed. The TMF requirements are in place to insure that new public water systems have the financial, technical expertise and the managerial experience to comply with current laws. This is intended to ensure the long-term viability of a system and the source of supply. The TMF requirements may be located on the following link… http://www.cdph.ca.gov/certlic/drinkingwater/Pages/TMF.aspx This report is required prior to consideration of the application as complete. As of this date this information has not been submitted.

D) One aspect of the TMF report is a Source Water Assessment. The onsite wastewater system of the Carmel Valley Manor must be identified in this report. Discussion and analysis of this system on the potable water source for the project must be addressed in the hydrogeology report.

E) It appears that this proposed system is in the service area of the Cal Am water system service area. In which case, the MCC 18.43 would apply. This ordinance states that no subdivisions in the Cal-Am service area can be approved unless the subdivision can show no intensification over historical water use and demonstrate a 10% reduction.

F) The applicant has submitted a letter dated, March 1, 1999 from Stephanie Locke Pintar of the Monterey Peninsula Water Management District, (MPWMD). This letter identifies that there may be potential water credits for the subdivision, however this letter needs to be reviewed and updated by MPWMD due to new information about the proposed subdivision and the changes in the regulations and guidelines regarding water credits in the Carmel Valley basin. Their original letter only addressed the closing of the commercial use at the Nadura property and an existing residence. All new information regarding the subdivision needs to be sent to the MPWMD. Ms. Pintar requested EHD notify applicants of the District's pre-application meeting procedures so that MPWMD staff could review the most recent proposal. Roger Van Horn had indicated in the Incomplete Notice of July 31, 2006 that the applicant contact MPWMD to discuss the latest proposal. Their website is www.mpwmd.dst.org

G) AS per MCC 15.04.040 and 19.03.015 and California Code of Regulations Section 64563, a source water capacity test must be performed in conformance with EHD and MPWMD requirements and protocol. This test must be performed at the appropriate time of the year. Please contact the Supervising Environmental Health Specialist for the Drinking Water Program, Cheryl Sandoval at 831-755-4552 for more information regarding this requirement. This must be completed in order to consider the application as complete. This has not been done as of this date.

H) Any subdivision of 20 or more lots is required to have a back up source of potable water supply. The back up source for this proposal has not been identified. This well will need to undergo the same testing and evaluation as the existing onsite well.

I) All sources of supply must have a current chemical analysis meeting Title 22 requirements. This sample must be taken by a state certified laboratory and the chain of custody for the sample must be submitted with the report. This information is required prior to consideration of the application as complete and is also to be analyzed in the hydrogeologic report. As of this date a current chemical analysis that meets Title 22 requirements have not been submitted.

J) A certified hydrogeologist or other qualified professional then further evaluates the source capacity information in a hydrogeologic report to determine if there is a long-term water supply. This can be done as part of the EIR process.

K) EHD is in receipt of the April 15, 2003 letter from Mr. Hooper to Roger Beretti. This letter discusses the well construction and requests that the requirement for a Hydrogeologic Investigation be waived. This is not in conformance with the requirements of MCC 19.03.015 for a hydrogeolic report as discussed in item II. J) above.

L) In conformance with MCC 19.03.015, please submit a Water Use and Nitrate Impact Questionnaire (WUNIQ), which was requested in the July 31, 2006 Incomplete Notice. This form is used to project a water balance. The demand figures used in this report must be consistent with the accepted demand figures of the MPWMD.

I hope this clarifies the EHD issues. The requested information will greatly facilitate the review of you project. Please fell free to contact Mary Anne Dennis (755-4557) or Roger Van Horn (755-4763) if you have any questions.

Richard LeWarne, R.E.H.S.
Assistant Director of Environmental Health

cc: Allen Stroh, Director of Environmental Health
Henrietta Stern and Stephanie Pintar, Monterey Peninsula Water Management District
Bob Schubert, Planning Department
Howard Franklin, Tom Moss, Water Resources Agency
Cheryl Sandoval, Environmental Health

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Exhibit 10

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3782.

MONTEREY COUNTY

DEPARTMENT OF HEALTH LEN FOSTER, Director

ADMINISTRATION
ANIMAL SERVICES
BEHAVIORAL HEALTH
CLINIC SERVICES
COMMUNITY HEALTH
EMERGENCY MEDICAL SERVICES
ENVIRONMENTAL HEALTH
OFFICE OF THE HEALTH OFFICER
PUBLIC ADMINISTRATOR/PUBLIC GUARDIAN

HEALTH DEPARTMENT
JAN 06 2010
ENVIRONMENTAL HEALTH

RECEIVED
DEC 31 2007
Bestor Engineers

December 27, 2007

Nader Agha
c/o Jim Wurz
Bestor Engineers, Inc.
9701 Blue Larkspur Lane,
Monterey, CA 93940

RE: Vista Nadura Subdivision Proposal, PLN990274, Carmel Valley

Dear Mr. Agha,

Sept. 26, 2002 →

The Environmental Health Division (EHD) would like to expedite your project's planning review and to do that we need sufficient information to assess your project's impact on public health and safety. You indicated that the information that we had requested in the Incomplete Notices of September 23, 2003 & July 31, 2006 had already been submitted to EHD. Unfortunately, some of this information may have been lost or misplaced since staff was unable to find the needed information in the project file, for this we apologize.

However, to expedite your project at this time, we will need to re-create any missing documentation and clarify or add to the documentation that we do have in your file. Prior Incomplete Notices that had been sent to you requested the following information:

1. Submit a complete project description.
2. Provide a map of the proposed subdivision in relation to the Carmel Valley Wastewater Study that was conducted by Montgomery Engineers (i.e. a map of the proposed project with an overlay of the pertinent sub basins).
3. Submit a soils and percolation testing report.
4. Conduct a source capacity test (i.e.72-hour pump test) on the well or wells that will provide the water supply for the proposed water system.
5. Provide information regarding the proposed water supply required by Monterey County Code, Title 19. .

On November 9, 2007, a packet of documents was submitted to Environmental Health at a meeting with Planning Department and Environmental Health staff to discuss the status of your project. The purpose of this packet was an attempt to satisfy the requests contained in our previous Incomplete Notices and to update any missing information in our current file.

Staff reviewed the packet in hopes that the missing information would be contained in the documents provided at the November 9, 2007 meeting. Unfortunately, after reviewing the

documents, some of the information and reports that have been requested were not contained in the documents. This letter will identify:

1. Those issues that have insufficient information to consider the application complete and proceed with the EIR preparation; and
2. Those issues that must be addressed in the EIR.

I: ***Project Description.***

The Permits Plus Program currently describes the project as follows:
Standard Subdivision Tentative Map For The Subdivision Of An Existing Lot Of Record Of 50 Acres Into 20 Lots Ranging In Size From 1.1 Acres To 5.2 Acres, Including Grading For The Construction Of 20-Foot Wide Access Road; And A Use Permit For Development On Slopes Greater Than 30 Percent (Access Road). The Property Is Located North Of Los Arboles Road, Carmel (Assessor's Parcel Numbers 169-011-009-000, 169-011-014-000 and 169-011-015-000), Mid Carmel Valley Area.

Documents have been submitted indicating that you are proposing seven inclusionary housing units, which is not reflected in the project description. If the project includes seven inclusionary housing units, the project description should be modified to include the inclusionary housing units. This revision was requested in the July 31, 2006 Incomplete Notice and as yet to be accomplished.

II: ***Wastewater.***

The July 6, 2006 tentative map indicates an individual septic system on each lot and a community septic system on Lot 21 for seven inclusionary housing units. Monterey County Code (MCC), 19.03.015 Tentative map--Additional data and reports (k) reads as follows:

If sewage disposal for the proposed subdivision will be provided by a public or private entity, a letter or document shall be submitted from the entity to the Division of Environmental Health an Director of Planning and Building Inspection stating that the entity can and will serve the proposed subdivision. The public entity must comply with all State and County allocation and capacity requirements. The letter or document shall also state the expiration date of such a commitment. In the event that an individual sewage disposal system will be utilized, preliminary percolation testing and profile analysis shall be required to be submitted along with a tentative map application. ***The report shall analyze at least one soil profile analysis test per lot and one percolation test hole per two lots.*** *Soil profile analysis may be reduced if conformity to a given soil type can be established.* ***The report submitted shall demonstrate the feasibility of the proposed lot design and density and shall address nitrate loading of subsoil surfaces when septic systems are proposed.*** *The soil tests and percolation shall meet the standards of the Division of Environmental Health. The applicant shall also provide evidence proof that sewage disposal systems, both individual and package, for all lots which are proposed to be created through subdivision will not exceed nitrate and chemical loading levels in aquifers pursuant to the Regional Water Quality Control Basin Plan. ...*

A) Given recent area-wide concerns regarding septic system density effects on water basins in Monterey County by the State Water Resources Board and the Regional Water Control Board, it is recommended that the applicant investigate the feasibility of connecting to the Carmel Area Wastewater District (CAWD) or to the adjacent sewer system of Canada Woods. September Ranch will be connecting to CAWD and may provide opportunities for connection to CAWD. EHD will be recommending that the EIR discuss the feasibility of the potential connection to the Carmel Area Wastewater District or the Canada Woods wastewater system.

will consider done

B) The July 2006 map shows a community septic system on lot 21. EHD has indicated since November 17, 1980 in a letter to Carl Hooper from Roger Ponessa that a community septic system is not acceptable. This was also discussed at several meetings with the applicant on January 18, 2005, July 31, 2006, and August 1, 2006. Community septic systems have proven to be problematical and have a high rate of failure. Also, EHD's experience with community septic systems in general has demonstrated that maintenance of these systems is extremely difficult even in the best of circumstances. The community septic system that is being proposed is for the affordable housing units. In relatively small subdivisions, such as this, it is generally difficult for the eventual residents to sustain the necessary Technical, Managerial, and Financial ability required to assure a safe and properly functioning system. The Regional Water Quality Control Board does not support the use of community septic systems.

C) The nitrate loading from onsite disposal must be evaluated in a Hydrogeologic report per MCC 19.03.015 of MCC. This may be evaluated in the Hydrogeological Report during the EIR process. Keeping in mind a connection to a sewer system would not require a nitrate loading study.

D) Soil Borings and Percolation Tests: MCC 15.20.070C(1)(d) requires that all test results be presented to the Health Department and the test report shall include the following:

> *(d) A report of all test results must be presented to the Health Department. Such report shall include a topographic map showing property lines, any adjacent wells, recorded well lots, springs, water courses, or drainage channels within 100 feet of the property lines, reservoirs within 200 feet of property lines, as well as within property lines. Such report shall indicate the locations of existing and proposed structures on the property and easements on the property. The Assessor's Parcel Number shall be placed on both the map and the reports. The test report shall contain the following information:*
>
> *1) Assessor's Parcel Number*
> *2) Minor Subdivision Number or Major Subdivision Name*
> *3) Date or Period of Testing*
> *4) Soil Logs*
> *5) Person Performing Test and License or Registration Number*
> *6) Percolation Test Results*

7) Conclusions and Recommendations: This section shall specifically state whether the lot(s) meet(s) the standards found in this Chapter. Specific recommendations shall be made about the location and design of the septic tank system(s).

Staff have performed an in depth review of the document that was submitted to EHD in a letter from Mr. Hooper to Roger Beretti on October 1, 2003 which contained soil logs and percolation test results with a summary sheet of testing results. The following items need to be addressed to facilitate staff's review for onsite wastewater disposal feasibility for each lot and determination of completeness:

1. The test results that were presented to the Health Department do not constitute a soils analysis and percolation report that conforms to MCC 15.20. It did not include analysis, conclusions or specific recommendations for onsite wastewater treatment systems for each proposed lot as required by MCC 15.20. Please submit a soils report that includes conclusions and recommendations for onsite wastewater treatment systems for each lot.
2. Please submit a subdivision map that depicts:
   a. Septic and building envelops in each lot. The septic envelops must conform to setback requirements of the Central Coast Basin Plan and MCC 15.20.
   b. Location of soils and percolation tests in relation to the present subdivision proposal.
   c. An overlay of Sub Basin 32 (See section II E, below).
3. Percolation test results on lots 5, 8, 9, 15 and 17 are questionable because original percolation test results are crossed out and replaced with other numbers. Lot 9 has a notation that indicates, "do not use too shallow". This notation is not clear as to its relevance or meaning to the percolation test. These lots must be retested to be sure of the test results and assure a valid review of test results. It must be noted that the lots that have been called out may not represent the present lot configuration. Contact EHD prior to proceeding to determine the scope of work and scheduling of testing so that EHD staff can be on site and oversee the soil testing.
4. Lot 5 also needs a twenty-two foot soil boring to determine if there is ground water above this depth.

E) The 1982 Carmel Valley Wastewater Study prepared by James M. Montgomery Consulting divided that portion of the Carmel Valley served by onsite wastewater disposal systems into sub basins. The study concluded that Sub Basins 7, 9, 30 & 32 were saturated in terms of future safe wastewater disposal. This conclusion of the Carmel Valley Wastewater Study precipitated the Monterey County Board of Supervisor's action on February 15, 1983 during a duly publicly noticed hearing, which adopted a resolution that Sub Basins 7, 9, 30 & 32 could have no further subdivisions. In addition, the Carmel Valley Wastewater Study was adopted as part of the Carmel Valley Master Plan. The proposed project may include lots within the Sub Basin 32 where any further subdivisions served by onsite wastewater disposal are disallowed through the Board of Supervisors' direction.

However, for accuracy the Health Department continues to request that a map be submitted that depicts the proposed lots with an overlay of sub basin 32. This request has been made

by the EHD on several occasions as well as in the Incomplete Notices that were sent to the applicant. The recent documents that you submitted indicate that two maps were submitted to Roger Beretti of EHD on October 1, 2002 and on April 14, 2003. The maps are of a small scale and do not show any detail in regards to the location of the proposed lots in relation to Sub Basin 32. To date the Health Department does not possess in its files a map with sufficient details to distinguish the proposed lots in relation to where Sub Basin 32 overlays the property. Our Division has recently developed the Montgomery Sub Basin Map into a GIS overlay. To assist you in producing a map with a Sub Basin 32 overlay, our Department would gladly provide you with a copy of this overlay. Contact Janna Faulk at 755-4549.

Since the Health Department cannot approve of any lots within Sub Basin 32 being served by onsite wastewater disposal systems, connection to a sewer service would solve the issue of creating lots in sub basin 32.

The documents that you submitted indicate that Carl Hooper of Bestor Engineers sent two letters to EHD dated June 5, 2003 and October 1, 2003 in which Mr. Hooper contends that the Carmel Valley Wastewater Study should not apply to this subdivision. The ability to exempt a proposed subdivision served by onsite wastewater disposal systems that is in Carmel Valley from the Carmel Valley Wastewater Study parameters, which have been incorporated into the Carmel Valley Master Plan is not within the authority of EHD.

G) In March of 2007, Regional Water Quality Control Board directed Monterey County to conduct a new study and develop an Onsite Wastewater Management Plan for Carmel Valley. The Regional Board's direction is a result of concern for the urbanization and density of that portion of Carmel Valley that uses individual sewage disposal systems and potential impact to public health and water quality. Any reconsideration of the Carmel Wastewater Study would be done during a new study that would then be the basis for developing an Onsite Wastewater Management Plan for Carmel Valley as directed by the Regional Board. The Regional Board would not be supportive of weakening the parameters for onsite sewage disposal in an area of Monterey County where they currently have concerns regarding potential impact to public health and water quality due to the increasing density of onsite sewage disposal systems.

III: ***Tentative Map Requirements.***

A) The July 2006 proposed tentative map indicates a Plan line on the map for expansion of Carmel Valley Road. This may further reduce the availability of space for drain fields, which may not be proposed within the Plan line. The possible encroachment into the Plan line must be discussed in the EIR and the Public Works Department must comment on this issue.

B) Prior to commencement of the EIR, EHD must be provided with a map that identifies either the plan to connect to an existing wastewater system or adequate wastewater disposal area in each lot. The proposed wastewater disposal areas must be demonstrated to conform to the requirements of the Montgomery report (areal application rate of sewage per acre and

the design application rate of the individual sewage disposal design), the RWQCB and MCC 15.20. The map must also identify road cuts that may impact the location of a leach field area. As of this date EHD does not have a map that demonstrates the requirements as stated. Please provide a map with these requirements, which will facilitate our review.

IV: ***Water Supply.***

A) MCC 15.04.040 and MCC 19.03.015 require documentation of water rights prior to consideration of the application as complete. Copies of official documents verifying water rights were not included in your previous submittal. Should the water rights be verified through the submittal of documents, the Monterey County General Plan, 1982 encourages consolidation of systems and MCC 19.03.015 requires that the applicant perform an investigation and evaluation of the feasibility of consolidating with another water system in order to consider an application complete. This has not been provided as of this date. Please provide this evaluation.

B) A proposed water system of the size is classified according to the State of California as a Public Water System. The water system currently being proposed is a "Mutual Water Company". The State of California adopted a requirement that all new water systems document how the technical, managerial and financial (TMF) aspects of any new water system would be addressed. The TMF requirements are in place to insure that new public water systems have the financial, technical expertise and the managerial experience to comply with current laws. This is intended to ensure the long-term viability of a system and the source of supply. The TMF requirements may be located on the following link... http://www.cdph.ca.gov/certlic/drinkingwater/Pages/TMF.aspx A "TMF Report" is required prior to consideration of the application as complete by EHD. As of this date this information is not in our files and needs to be submitted or resubmitted.

C) One requirement of the TMF report is a Source Water Assessment. This assessment will require that the onsite wastewater system of the adjacent Carmel Valley Manor must be identified in this report. In addition discussion and analysis of the potential impact of the Carmel Valley Manor's wastewater system on the potable water source for the project must be addressed in the hydrogeology report, which can be done during the EIR.

D) It appears that this proposed water system is in the service area of the Cal Am water system; therefore, MCC 18.43 would apply. This ordinance states that no subdivisions in the Cal-Am service area can be approved unless the subdivision can demonstrate no intensification over historical water use and can further demonstrate a 10% reduction from historical water use.

E) In a letter dated, March 1, 1999 submitted by the applicant from Stephanie Locke Pintar of the Monterey Peninsula Water Management District, (MPWMD). This letter identifies that there may be potential water credits for the subdivision, however this letter needs to be reviewed and updated by MPWMD in light of the current proposed subdivision and the changes in the regulations and guidelines regarding water credits in the Carmel Valley basin. Their original letter only addressed the closing of the commercial use at the Nadura

property and an existing residence. All updates regarding the subdivision needs to be sent to the MPWMD. Ms. Pintar requested EHD notify applicants of the District's pre-application meeting procedures so that MPWMD staff could review the most recent proposal. Roger Van Horn had requested in the Incomplete Notice of July 31, 2006 that the applicant contact MPWMD to discuss the latest proposal as of that date. Their website is www.mpwmd.dst.org. Stephanie Pintar's telephone number is 658-5601.

F) In conformance to MCC 15.04.040 and 19.03.015 and the California Code of Regulations (CCR) Section 64563, a source water capacity test must be performed in conformance with EHD and MPWMD requirements and protocol. This test must be performed at the appropriate time of the year (June 1st – November 30th or the1st significant rainfall event). Please contact the Supervising Environmental Health Specialist for the Drinking Water Program, Cheryl Sandoval at 831-755-4552 for more information regarding this requirement. This must be completed in order to consider the application complete. The test has not been completed and reported to us as of this date.

A certified hydrogeologist or other qualified professional will then further evaluate the source capacity information in a hydrogeologic report to determine if there is a long-term water supply. Mr. Hooper requested in a letter dated April 15, 2003 to EHD that the Hydrogeologic Investigation be waived. Unfortunately, this request cannot be granted as it would not be in conformance with the requirements of MCC 19.03.015 for a hydrogeolic report. However, this may be done as part of the EIR process.

G) Any subdivision of 20 or more lots is required to have a back up source of potable water supply. Based on the documentation we currently have, the back up source for this subdivision has not been identified. Please be advised that a backup well will need to undergo the same testing and evaluation as the existing onsite well.

H) All sources of supply must have a complete and current chemical analysis meeting CCR Title 22 requirements. A state certified laboratory must take the sample and perform the chemical analysis. Please be advised that documentation verifying the chain of custody for the sample must also be submitted with the report. This information is required before the application can be determined as complete. As of this date a current and complete chemical analysis that meets CCR Title 22 requirements have not been submitted.

I) In conformance with MCC 19.03.015, please submit a Water Use and Nitrate Impact Questionnaire (WUNIQ), which was requested in the July 31, 2006 Incomplete Notice. This form is used to project a water balance. The demand figures used in this report must be consistent with the accepted demand figures of the MPWMD.

I hope this clarifies what additional information and documentation that the EHD will need to determine this project complete. The timely submission of the requested information will greatly facilitate the review of your project. We are certainly available to meet with you if you feel that you need additional clarification of any of our requests for documentation and information. You may call me at (831) 755-4539. In addition, for quick answers to any technical questions, you may

also call Mary Anne Dennis at (831) 755-4557 or Roger Van Horn (your EHD project manager) at (831) 755-4763.

Sincerely,

Allen J. Stroh, R.E.H.S., M.P.H
Director of Environmental Health

cc: Richard LeWarne, Assistant Director of Environmental Health
Cheryl Sandoval, Supervisor Environmental Health
Mary Anne Dennis, Supervisor Environmental Health
Roger VanHorn, Environmental Health
Alana Knaster, Deputy Director of Resource Management Agency
Bob Schubert, Planning Department
Howard Franklin, Tom Moss, Water Resources Agency
Henrietta Stern, Monterey Peninsula Water Management District
Stephanie Pintar, Monterey Peninsula Water Management District
Nader Agha
Bob Rosenthal
Susan Goldbeck

Exhibit 11

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BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 • SALINAS 424-7681 • FAX 649-4118

21 February 2008

ENVIRONMENTAL HEALTH
FEB 22 2008
HEALTH DEPARTMENT

MONTEREY COUNTY
DEPARTMENT OF HEALTH
1270 Natividad Road, #301
Salinas, CA 93906

Attn: Allen J. Stroh

Re: Response to Vista Nadura Subdivision Proposal, PLN 990274, Carmel Valley

Dear Mr. Stroh:

This is in response to your letter dated 12/27/07 concerning alleged incomplete items for our application PLN 990234 for Vista Nadura Subdivision in Carmel Valley. The numbering corresponds to numbers in your letter.

1. Project Description: The original 20 lot subdivision is revised to include 7 total rental units (1 existing) located within the original Lot #20. This is to meet current requirements for onsite provision of inclusionary dwelling units, which replaces the 1999 regulation, which allowed payment of monetary "in lieu" fees. These units are shown by the Vesting Tentative Map to occupy 7.3 acres within the former 8.5 acre Lot 20. Please note that these seven inclusionary dwellings are intended as rental units, remaining in the ownership of Mr. Agha, the developer.

2. A copy of the original (1982) Montgomery Engineer's Map is enclosed. It shows the presently proposed 50-acre subdivision as a portion of sub-water shed 32, 28 and 31.

3. Soil and Percolation Testing Report: As previously submitted, our original 2003 report provided complete information. The 2006 update was fully in compliance with your requirements. The adjacent wells (south and west of Vista Nadura) are all 100 or more feet from the Vista Nadura well and from all proposed septic drain fields. The cover letter specifically stated that all test holes passed, with one exception that was 0.96 inches per hour. Note that all lots exceed 1.5 acres versus the 1.0 acre minimum required.

   Also, please note that 3 holes were tested within the seven acre "inclusionary" lot. All exhibited more than twice the required one inch per hour percolation rates. Also, please note that the seven dwelling units will remain as a single ownership for rental only, so your stated fears of difficulty in having maintenance provided are wholly unwarranted.

4. 72-hour Pump Test: The sub-potable well was tested in 1979. It has since been used as an irrigation well for most of the 29 years to this date.

   Please note that this well and the separate distribution system is intended to serve ONLY the non-potable needs of the 26 dwellings plus 1 existing dwelling for a total of 27 dwellings. California American Water Company will serve all kitchen and wash basin uses, as well as fire protection needs. Non-potable needs are: baths, toilets, laundry facilities and outside irrigation. Cal-Am Water is therefor limited to approximately 20 gpd per person. Population is estimated at 3.2 persons per household, or 87 persons. Total potable (Cal-Am) consumption is thus 1,740 gallons per day, or approximately 1.9 acre feet per year (versus .85 x 2.48 Acre-feet = 2.10 Acre-feet allowable). The non potable uses are estimated at (50 gpd/person) + (21 lots x 0.4 acres x 7/12 x 18"/yr) or 4.87 Acre-feet + 7.35 Acre-feet = 12.22 Acre-feet per year or 4,350 + 6,560 gallons average day or about 27,275 gallons peak day at 2.5 peaking factor (assumes 0.4 acres of irrigated ground on each lot including the multi-

family lot of 18" per year for 210 days per year). These 27,275 gallons per day is produced using a 40 gpm pump for an average of 682 minutes per day. Therefore, a second well will only be necessary for standby.

III – Vesting Tentative Map Comments:

A. Regarding the plan line as shown on the inclusionary lots, it will not encroach on the Lot 21 drain field area. It may slightly reduce the size of that lot, but will not affect the drain fields. Furthermore, the left turn lane for entry to the subdivision, plus the further restrictions proposed for the upper Carmel Valley will undoubtedly eliminate any further expansion and therefore the need for a four lane road in this area.

B. We analyzed the need for sewer extension about 15 years ago. The proposal was for 172 dwellings on 50 acres, 50% of this was affordable housing. The 172 dwellings are still to be considered an alternative to the current Tentative Map.
Extension of CSD lines was examined, as well as pumping up to Carmel Valley Ranch. Both were rejected as too costly to support 172 units. It is obvious that service of 27 units would be far too expensive.

The reason for considering on-site septic tanks is that Montgomery restrictions have been proven unnecessary. We could not approach the Board of Supervisors about relief from those restrictions without EDH concurrence. But Montgomery is now 26 years old and only 0.1 ppm nitrates have been observed. We considered that you would concur a change to be warranted.

IV – Water Supply:

You were furnished a copy of Ms. Pintar's letter outlining the available credits. Since the horse operations are intended to be closed upon construction of the residential application completion, the 2.48 acre feet of credit obviously will be used. We propose supplementing that potable supply using the well, with documentation that was long ago submitted. The existence of several hundred feet of saturated sands and gravel below the confined Carmel Valley Aquifer (separated by nearly 100 feet of cased off aquaclude) was all discussed in our 1978 EIR, which you are well aware of.
This lower aquifer will be our source of sub-potable water. I think you are fully aware of Cal-Am's peninsula wide use of the potable supply that we intend for use in kitchens and wash basins and that you are fully advised on its quality. So asking us to supply copies of their data is totally redundant.

Very truly yours,
BESTOR ENGINEERS, INC.

for James C. Wing
Carl L. Hooper

cc: Richard LeWarne, Assistant Director of Environmental Health
Cheryl Sandoval, Supervisor Environmental Health
Mary Anne Dennis, Supervisor Environmental Health
Roger VanHorn, Environmental Health
Alana Knaster, Deputy Director of Resource Management Agency
Bob Schubert, Planning Department
Howard Franklin, Tom Moss, Water Resources Agency
Henrietta Stern, Monterey Peninsula Water Management District
Stephanie Pintar, Monterey Peninsula Water Management District
Nader Agha
Bob Rosenthal
Susan Goldbeck

W.O. 3782.01
CLH/jf.L:/3782/378201/Docs/080121 Allen Stroh.doc

BESTOR ENGINEERS, INC. 9701 BLUE LARKSPUR LANE MONTEREY, CALIFORNIA 93940

Exhibit 12

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MONTEREY COUNTY

DEPARTMENT OF HEALTH LEN FOSTER, Director

ADMINISTRATION
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COMMUNITY HEALTH
EMERGENCY MEDICAL SERVICES
ENVIRONMENTAL HEALTH
OFFICE OF THE HEALTH OFFICER
PUBLIC ADMINISTRATOR/PUBLIC GUARDIAN

March 18, 2008

HEALTH DEPARTMENT
JAN 0 6 2010
ENVIRONMENTAL HEALTH

RECEIVED
MAR 24 2008
Engineers

Nader Agha
c/o Jim Wurz
Bestor Engineers, Inc.
9701 Blue Larkspur Lane,
Monterey, CA 94940

Re: Letter from Carl Hooper, February 21, 2008
Vista Nadura Subdivision Proposal, PLN 990274, Carmel Valley

Dear Mr. Agha:

The Environmental Health Division (EHD) has received a response from your project engineer Carl Hooper dated February 21, 2008. Mr. Hooper has updated the project description as requested but unfortunately has not provided EHD with any of the other information or initiated any of the actions that were requested in our letter of December 27, 2007. My staff is very anxious to complete the processing of this proposed project, so it would certainly help expedite our review if all of the remaining actions are completed and required information is submitted to EHD as soon as possible.

To assist you, the following is a list in italics of the major request areas contained in my letter dated December 27, 2008, followed by a status report of whether:

- required actions were or were not completed;
- requested information has not yet been received;
- requested information was received and is complete;
- requested information was received in part, but is still incomplete.

1. ***Submit a complete project description.***

   Complete. We are in receipt of your complete project description.

2. ***Provide a map of the proposed subdivision in relation to the Carmel Valley Wastewater Study that was conducted by Montgomery Engineers (i.e. map of the proposed project with an overlay of the pertinent sub basins).***

   Incomplete. We are in receipt of a small-scale map which lacks necessary detail; and which is a copy of the original map that was included in the Montgomery Engineers' report. The map as

submitted does not show a detailed, comprehensive view of the proposed subdivision as requested. It only depicts the property boundaries in which the subdivision is being proposed and the sub basins in and around the subject parcel. Please provide the detailed map as described in my letter dated December 27, 2007 and per the restatement in this letter (#2). If you are not clear regarding what details are required for an acceptable map, please contact Roger Van Horn at (831) 755-4763 for further explanation of what is required on the map.

3. *Wastewater*

Incomplete. Mr. Hooper's response still lacks critical information and fulfillment of action items to enable EHD to move this project forward with regard to wastewater. Please submit the following information and complete or schedule the required actions as follows:

- Submit a soils and percolation testing report that conforms to the requirements of the Monterey County Code 15.20.070(C)(1)(d).
- Submit an updated proposed subdivision map that depicts the following detail:
  - Septic envelops within the proposed lots;
  - Location of soil borings and percolation tests on the most current lot configuration;
  - Indicate on the map that the size of the proposed lots are in conformance to the areal application rate as denoted in the Montgomery Engineers' Report;
  - Indicate on the map that the septic system disposal field designs for each lot will be in conformance to the design application rates of the appropriate sub basin as denoted in the Montgomery Engineers' Report;
  - Depict any proposed road cuts or other cuts that may impact sewage disposal fields within the proposed lots.
- Provide a clarification regarding the notation on lot 9 as requested in my December 27, 2007 letter. (This was not included in Mr. Hooper's last submittal.)
- Schedule a date with the Environmental Health Division (EHD) to witness percolation tests on proposed lots 5, 8, 9, 15, and 17. (This action has not been completed as yet.)
- Schedule a date with EHD to witness a 22-foot soil boring on lot 5 (This action also has not been completed as yet.)

Roughly, two thirds of the subject property appears to be in sub basin 32, which has a prohibition on any further subdivisions. As indicated in our letter of December 27, 2008 sewering the project may be a solution to this concern. Unfortunately, Mr. Hooper's response did not update the previous and rather dated analyses of sewering options.

4. *Water Supply*

Incomplete. Mr. Hooper's response still lacks critical information and fulfillment of action items to enable EHD to move this project forward with regard to water supply. Please submit the following information and complete or schedule the required actions as follows:

- Submit copies of official documents verifying water rights;
- Submit documentation of the Technical, Managerial, and Financial resources for the project;
- Contact the Monterey Peninsula Water Management District (MPWMD) for their review of the most recent subdivision proposal as they had previously requested; and then provide an updated letter from MPWMD to EHD with the results of their review. A current MPWMD analysis of the project must be completed and submitted to EHD before the EIR can be commenced.
- Perform a pump test that could potentially be up to 72 hours depending on the production rate. The pump test must conform to the guidelines of the Health Department on the primary and backup wells. The tests must be performed between June 1st – November 30th or the first significant rainfall event and witnessed by EHD staff. The pump tests have been requested in our incomplete notices that have been previously sent to you.
- Submit a Water Use and Nitrate Impact Questionnaire.

Mr. Hooper proposes in his letter of February 21, 2008 that the well on the property is intended to supply non-potable water for baths, toilets, laundry facilities and outside irrigation. He further proposes that potable water for kitchens, washbasins and fire protection will be supplied by connections to Cal–Am.

These proposals raise two major concerns:

1. Dual plumbing systems are not permitted in any residential developments due to the potential of cross-connections per the California Plumbing Code, California Code of Regulations Title 24, Part 5, Chapter 6, 601.1; and;
2. As you are aware the Carmel Valley River Basin is adjudicated. Therefore Cal-Am does not have any additional water connections that are available to new subdivisions. Cal-Am cannot even honor will-serve letters that they had issued prior to the adjudication.

So that the writing of the Environmental Impact Report can begin as soon as possible, please submit the preceding requested information and schedule and complete the requested actions. If for some reason you are unable to provide the needed information and/or complete the required actions, then EHD has the option of completing our file with a recommendation for denial in order to keep the processing of your project moving; this would allow your proposed project to be heard at the appropriate hearing body. Please communicate your wishes to Roger Van Horn at your earliest convenience.

Sincerely,

Allen J. Stroh, REHS, MPH
Director of Environmental Health

1270 Natividad Road, Rm. 301, Salinas, CA 93906 PHONE (831) 755-4507 FAX (831) 755-8929
http://www.co.monterey/health/EnvironmentalHealth/

C: Richard LeWarne, Assistant Director of Environmental Health
Cheryl Sandoval, Supervisor Environmental Health
Mary Anne Dennis, Supervisor Environmental Health
Roger VanHorn, Environmental Health
Alana Knaster, Deputy Director of Resource Management Agency
Bob Schubert, Planning Department
Howard Franklin, Tom Moss, Water Resources Agency
Henrietta Stern, Monterey Peninsula Water Management District
Stephanie Pintar, Monterey Peninsula Water Management District
Nader Agha
Bob Rosenthal
Susan Goldbeck

Exhibit 13

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MONTEREY COUNTY

DEPARTMENT OF HEALTH LEN FOSTER, Director

ADMINISTRATION
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EMERGENCY MEDICAL SERVICES
ENVIRONMENTAL HEALTH
OFFICE OF THE HEALTH OFFICER
PUBLIC ADMINISTRATOR/PUBLIC GUARDIAN

June 4, 2008

Nader Agha
c/o Jim Wurz
Bestor Engineers, Inc.
9701 Blue Larkspur Lane,
Monterey, CA 94940

Re: Meeting to review items still needed
Vista Nadura Subdivision Proposal PLN990274

Dear Jim:

This formal letter is a follow up to our meeting on April 30, 2008 with you, Nicki Silva and myself, regarding the items that are still outstanding or need greater clarification for the Vista Nadura Subdivision. Following are the items with reference to our letter dated March 18, 2008:

1. Complete

2. Montgomery Study map – Still need subdivision lots and septic envelopes on Montgomery Study map overlay. Also, show sub-basins by number (sub basin 32 does not allow further subdivision)

3. Wastewater – Please refer to March 18 letter, all items still need to be addressed. Also, a new analysis/feasibility study for the possibility of connecting to CAWD should be addressed.

4. Water Supply –
   - Official documents verifying water rights for the existing well due to location within Carmel River Basin.
   - Submit Technical, Managerial and Financial resources for the project.
   - Updated letter from MPWMD.
   - New 72-hour pump and chemical test for existing well.
   - Submit WUNIQ.

Again I want to make it clear, EHD does not permit dual plumbing systems with the potential of a cross-connection in any residential developments under the guidelines of the California Plumbing Code, California Code of Regulations Title 24, Part 5, Chapter 6, 601.1

1270 Natividad Road, Rm. 301, Salinas, CA 93906 PHONE (831) 755-4507 FAX (831) 755-8929
http://www.co.monterey/health/EnvironmentalHealth/

Unfortunately, the Environmental Impact Report cannot move forward until the above requested information is submitted and the actions requested performed.

If you have any question please feel free to call me at 755-4763.

Sincerely,

Roger Van Horn, R.E.H.S.
Senior Environmental Specialist

Cc: Allen Stroh, Director, Environmental Health
Richard LeWarne, Assistant Director, Environmental Health
Mary Anne Dennis, Supervisor EHRS

1270 Natividad Road, Rm. 301, Salinas, CA 93906 PHONE (831) 755-4507 FAX (831) 755-8929
http://www.co.monterey/health/EnvironmentalHealth/

Exhibit 14

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MONTEREY COUNTY

DEPARTMENT OF HEALTH LEN FOSTER, Director

ADMINISTRATION
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EMERGENCY MEDICAL SERVICES
ENVIRONMENTAL HEALTH
OFFICE OF THE HEALTH OFFICER
PUBLIC ADMINISTRATOR/PUBLIC GUARDIAN

September 4, 2008

Nader Agha
542 Lighthouse Avenue
Pacific Grove, CA 93950

Re: Phone conversation with Nader Agha
Vista Nadura Subdivision Proposal PLN990274

Dear Nader:

This letter is a follow up to document our phone conversation on Thursday August 28, 2008, regarding your decision to connect to CAWD for your project, Vista Nadura Subdivision's, wastewater disposal. As I stated during our conversation, by connecting with CAWD, this alleviates EHD's concerns regarding the impact of the subdivisions wastewater affluent on the Nitrate loading within the Carmel Valley water shed/Caramel River Basin. Also as we discussed, we will need a Can and Will serve letter from CAWD and will also need engineered plans for the pipe line and connections to CAWD's mains.

We still need to take care of the water supply issues for the project, as listed below, by working together I think that we may be able to accomplish a workable solution. Items that need to be accomplish:

- Official documents verifying water rights for the existing well due to location within Carmel River Basin.
- Submit Technical, Managerial and Financial resources for the project.
- Updated letter from MPWMD regarding water credits.
- New 72-hour pump and chemical test for existing well.
- Submit WUNIQ.

Again I want to make it clear, EHD does not permit dual plumbing systems with the potential of a cross-connection in any residential developments under the guidelines of the California Plumbing Code, California Code of Regulations Title 24, Part 5, Chapter 6, 601.1

1270 Natividad Road, Rm. 301, Salinas, CA 93906 PHONE (831) 755-4507 FAX (831) 755-8929
http://www.co.monterey/health/EnvironmentalHealth/

Unfortunately, the Environmental Impact Report cannot move forward until the above requested information is submitted and the actions requested performed.

If you have any question please feel free to call me at 755-4763.

Sincerely,

Roger Van Horn, R.E.H.S.
Senior Environmental Specialist

Cc: Allen Stroh, Director, Environmental Health
Richard LeWarne, Assistant Director, Environmental Health
Mary Anne Dennis, Supervisor EHRS
Jim Wurz, Bestor Engineers, Inc.
Bob Schubert, Planning and Building Department

Exhibit 15

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MONTEREY COUNTY

DEPARTMENT OF HEALTH Ray Bullick, Director

ANIMAL SERVICES
BEHAVIORAL HEALTH
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EMERGENCY MEDICAL SERVICES
ENVIRONMENTAL HEALTH
PUBLIC HEALTH
PUBLIC ADMINISTRATOR/PUBLIC GUARDIAN

December 17, 2010

Nader Agha
542 Lighthouse Avenue
Pacific Grove, CA 93950

Re: Vista Nadura Subdivision Proposal PLN990274

Dear Mr. Agha:

This letter is to document our phone conversations regarding letters sent to you by Bob Schubert at the Planning Department, dated Oct 28, 2010 and Nov 8, 2010, concerning your Vista Nadura Subdivision proposal. As stated in the Oct 28 letter, while Resolution No.02-024 remains in effect, staff was directed by the Board of Supervisors to recommend denial of all proposed subdivisions in Carmel Valley which includes yours. Additionally, the Board of Supervisors adopted the 2010 Monterey County General Plan on October 26, 2010. Policy LU-9.3 requires projects that were deemed complete after Oct 16, 2007 to be governed by the plan, policies, ordinances and standards that are enacted as a result of the 2010 General Plan. Carmel Valley projects that remained incomplete as of Oct 16, 2007 shall comply with the following sections of the 2010 General Plan: LU-1.19, Policies CV-1.6, CV-2.18 CV-2.19 and CV-5.4. Environmental Health Bureau (EHB) first deemed your project incomplete on July 31, 2006, the status remains unchanged.

Since 2006, EHB has met with, exchanged letters and had numerous phone conversations with you and your representatives at Bestor Engineers regarding the outstanding items needed before EHB could deem the project complete. Specifically, EHB sent you a letter dated Sept 4, 2008, with a list of outstanding items needed in order to deem your project complete. As of this date only one item, a partial chemical test dated Feb 2009, has been submitted. An 8 hour pump test was conducted on Sept 18, 2008, which was not the required 72 hour test as detailed in the Sept 4, 2008 letter.

The following items/reports/technical information remains outstanding and must be supplied to EHB before a complete determination can be on this project:

- Official documents verifying water rights for the existing well due to location within Carmel River Basin.
- Technical, Managerial and Financial resources for the project.
- Updated letter from MPWMD regarding water credits.
- New 72-hour pump and chemical test for existing well.

1270 Natividad Rd., Salinas, CA 93906 (831) 755-4507 (831) 796-8680 FAX

- Initial Water Use and Nitrate Impact Questionnaire (WUNIQ).
- Also, in the chemical test dated Feb 12, 2009, the Fluoride results were 6 mg/L (three times the MCL of 2 mg/L) subsequently, quarterly conformation samples for Fluoride should have been taken to demonstrate Fluoride thresholds.

Regarding wastewater disposal, a letter from Sanford Veile of the Carmel Area Wastewater District (CAWD), dated Oct 23, 2008, stated that the project will have to apply to amend the CAWD Sphere of Influence in order to be annexed into the district. He also noted that in recent applications for annexation, LAFCO staff has taken a much closer look at extension of CAWD services beyond the existing Sphere of Influence. Since the proposed Vista Nadura subdivision is planning to connect to CAWD, LAFCO may raise concerns about your proposal.

Due to the directive from the Board of Supervisors as mentioned above, EHB is unable to make a favorable recommendation even if all of the above items are supplied and are satisfactory to EHB. Please refer to Bob Schubert's letters dated Oct 28 and Nov 8, 2010 for further explanation on the Board directives.

If you have any question please feel free to call me at 755-4763.

Sincerely,

Roger Van Horn, R.E.H.S.
Senior Environmental Specialist

Cc: John Ramirez, Director, Environmental Health
Richard LeWarne, Assistant Director, Environmental Health
Nick Silva, Acting Supervisor EHRS.
Mike Novo, Director of Planning
Bob Schubert, Planning and Building Department
Jim Wurz, Bestor Engineers, Inc

Exhibit 16

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COUNTY OF MONTEREY
HEALTH DEPARTMENT

MEMORANDUM

ENVIRONMENTAL HEALTH BUREAU

Nov 15, 2011

To: **Bob Schubert, Planner**
Monterey County Planning Department

From: **Roger Van Horn, R.E.H.S.**
Environmental Health Review

Subject: **PLN990274, Vista Nadura**

The Environmental Health Bureau considers the above referenced project as incomplete with <u>recommendation for denial</u> due to lack of proof of a sustainable long-term, potable water supply as defined in Monterey County Code, Title 19 Subdivision Ordinance, 19.02.143 Long Term Water Supply.

- Official documents verifying water rights for the existing well due to location within Carmel River Basin have note been supplied to EHB. The Monterey Peninsula Water Management District (MPWMD) needs to be advised of this project so they may make comments regarding any specific concerns they might have as to water intensification usage. Please contact Henrietta Stern at the MPWMD for information regarding requirements. MPWMD has requested EHB to advise applicants to enter the MPWMD "Pre-application Conference".

- Chemical test dated Feb 12, 2009, the Fluoride results were 6 mg/L (three times the MCL of 2 mg/L) subsequently, quarterly conformation samples for Fluoride should have been taken to demonstrate Fluoride thresholds. After a meeting with the applicant in April 2011, a conformation sample was taken, the result was 3.48 mg/L, still over the MCL. Quarterly conformations samples are still required.

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Exhibit 16a

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COUNTY OF MONTEREY
HEALTH DEPARTMENT

MEMORANDUM ENVIRONMENTAL HEALTH BUREAU

JULY 12, 2011

To: Bob Schubert, Planning Director Monterey County Planning Department

From: Roger Van Horn, R.E.H.S. Environmental Health Review

Subject: PLN990274, Vista Nadura Subdivision

The Environmental Health Bureau considers the above referenced project as complete with recommendation for denial due to lack of proof of a sustainable long-term, potable water supply as defined in Monterey County Code, Title 19 Subdivision Ordinance, 19.02.143 Long Term Water Supply.

- Official documents verifying water rights for the existing well due to location within Carmel River Basin have note been supplied to EHB. The Monterey Peninsula Water Management District (MPWMD) needs to be advised of this project so they may make comments regarding any specific concerns they might have as to water intensification usage. Please contact Henrietta Stem at the MPWMD for information regarding requirements. MPWMD has requested EHB to advise applicants to enter the MPWMD "Pre-application Conference".

- Chemical test dated Feb 12, 2009, the Fluoride results were 6 mg/L (three times the MCL of2 mg/L) subsequently, quarterly conformation samples for Fluoride should have been taken to demonstrate Fluoride thresholds. After a meeting with the applicant in April 2011, a conformation sample was taken, the result was 3.48 mg/L, still over the MCL. Quarterly conformations samples are still required.

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Exhibit 17

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Project Referral Sheet

Monterey County RMA Planning
168 W Alisal St 2nd Floor
Salinas, CA 93901
(831) 755-5025

TO: **FIRE DEPARTMENT** **HEALTH DEPARTMENT**
PUBLIC WORKS **WATER RESOURCES AGENCY**
PARKS DEPARTMENT **OTHER:** _____

PLEASE SUBMIT YOUR COMMENTS FOR THIS APPLICATION BY: Tuesday, May 31, 2016

Project Title: AGHA DURELL D TR
File Number: PLN990274
File Type: PC
Planner: SCHUBERT
Location: 8767 CARMEL VALLEY RD CARMEL
Assessor's No: 169-011-009-000-000-M
Project Description:
Combined Development Permit consisting of: 1) a Standard Subdivision Tentative Map of a 50 acre property into 20 lots ranging in size from 1.1 acres to 8.5 acres, including grading for the construction of a 20-foot wide access road, and 2) a Use Permit for development on slopes greater than 25% (access road). The property is located at 8767 Carmel Valley Road, Carmel (Assessor's Parcel Numbers 169-011-009-000, 169-011-014-000 and 169-011-015-000), Carmel Valley Master Plan.
Status: COMPLETE/INCOMPLETE (highlight/circle one)
Recomended Conditions:

The Environmental Health Bureau has reviewed the above referenced application and has considered the application incomplete. The following reports and/or information are needed prior to considering the application complete.

An updated map has been received by EHB. It appears that the only change of substance to this application is that wastewater will now be served by Carmel Areas Wastewater District (CAWD). As such, please provide certification to EHB that CAWD can and will provide sewer service for the proposed property/project. Also, please provide information and or agreements as to how the sewer main will be connected to this project (both financially and logistically). Note these lots were not included in the most recent Carmel Area Wastewater District 2016 Sphere of Influence & Annexation Proposal (REF160026 LAFCO 16-01). Thus, further LAFCO annexation and environmental review will be necessary on the wastewater expansion.

Note: as the only document submitted was a revised map with changes to the wastewater, a full file status was not completed on this application. However, in November 2011, EHB made a determination of recommendation for denial on this project due to lacking water rights and Fluoride in excess of the state maximum contaminate level. These concerns have yet to be resolved. Please provide an update with documentation as to the status of these issues (see attached memo).

Please note that this project is subject to the current General Plan. As such, this project will require proof of a Long Term Sustainable Water Supply and an Adequate Water Supply System pursuant to General Plan policy PS 3.2. This review can be done through a contracted Hydrogeologic Geologic Report through RMA or through the EIR process. Please contact your planner to learn more on this subject.

It is unknown at this time if there are any other EHB concerns outstanding on this project. Prior to moving forward with a comprehensive review, EHB needs information from the applicant in regards to the requested direction. Please contact Janna Faulk at 755-4549 or faulkjl@co.monterey.ca.us to discuss.

Signature: Janna L Faulk **Date:** May 31, 2016
Please return a copy to RMA Planning

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Exhibit 18

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PAUL W. MONCRIEF
L. PAUL HART
DENNIS J. LEWIS
KOREN R. MCWILLIAMS
LINDA N. SUNDE

MONCRIEF & HART

A PROFESSIONAL CORPORATION

16 W. GABILAN STREET
SALINAS, CALIFORNIA 93901
PH: (831) 759-0900
FX: (831) 759-0902
MoncriefHart.com

May 11, 2017

File No. 6377.002

Mr. Carl Holm, Director
Monterey County Resource Management Agency
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901

RE: Vista Nadura Subdivision, Carmel Valley (PLN990274)

Dear Mr. Holm:

My firm represents Mr. Nader Agha and we respectfully request a written opinion from the Director of the Resource Management Agency pursuant to Monterey County Code 21.82.040 B to determine whether or not Mr. Agha's project was deemed complete prior October 16, 2007 and the adoption of the 2010 Monterey County General Plan. We believe that this application should have been deemed complete prior to October 16, 2007 and should be governed by the plans, policies, ordinances and standards in effect at that time.

Mr. Agha's property is located at 8767 Carmel Valley Road (APNs 169-011-009, 014 and 015) in Carmel Valley and proposes a twenty lot subdivision on a 50 acre parcel (PLN990274).

As you are aware, this project was first proposed and deemed complete in 1978. A Final Environmental Impact Report for the project was prepared by Larry Seeman Associates, Inc. on behalf of the County in May 1979. At that time, the project proposed a subdivision of the property for 259 single family dwellings (78-055) over what was a 1300 acre parcel at the time. Mr. Agha acquired interest in the 1300 acre parcel in 1978. In 1985, Mr. Agha acquired the existing 50 acre parcel.

The project was resubmitted as it exists today by our client on August 1, 1999 and at that time proposed a 20 lot residential subdivision of the property. This application was considered by the Carmel Valley Land Use Advisory Committee in 1999 and again on September 23, 2002 and October 7, 2002.

Throughout the years, the project was delayed due to Board of Supervisor's Resolutions 99-379, 01-133, and 02-024 requiring residential and commercial subdivisions proposed in the Carmel Valley Master Plan Area be denied pending the construction of left turn pockets on Carmel Valley Road, construction of capacity increasing improvements to State Highway 1 and the adoption of the Master Plan policies relating to level of service on Carmel Valley Road. The historical record for this project shows that Mr. Agha was routinely informed his project would be denied because of this moratorium.

One of the ongoing issues related to this project is related to water rights and credits for the property. In March 1999, the Monterey Peninsula Water Management District provided a letter documenting the historical usage on the property as 2.43 acre/feet per year. While a credit was not issued at that time, a determination regarding water availability was made. Mr. Agha had worked with MPWMD since 1996 to obtain this determination. It was after this determination that Mr. Agha submitted his application for the subdivision on August 1, 1999.

Project Planner, Robert Schubert released a Request for Proposals for the Environmental Impact Report on the 20 lot residential subdivision with proposals due on July 21, 2006. EMC Planning Group was selected to prepare the EIR for this project. On July 31, 2006, Environmental Health provided a Project Referral Sheet considering the application incomplete with comments related to wastewater and water. As early as 2002, the record shows that Bestor Engineers worked to address the wastewater and water quality issues as requested by Environmental Health. And as previously noted, Mr. Agha had worked with MPWMD to establish a determination for water credits on his property as early as 1997.

On July 12, 2011 Roger Van Horn prepared a Memorandum to Bob Schubert regarding the completeness of the Vista Nadura project and notes that the project is "complete with recommendation for denial". While this memorandum occurs after October 16, 2007 we submit that no additional information had been provided that would have changed this determination of completeness prior to 2007.

A variety of factors have prohibited this project from moving forward for most of the past thirty years, many of which were beyond Mr. Agha's control and we believe that this project should have been deemed complete prior to October 16, 2007. We appreciate your consideration of this very important matter.

Yours Truly,

Paul Hart

Exhibit 19

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MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY
Carl P. Holm, AICP, Director

LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS

1441 Schilling Place, South 2nd Floor (831)755-4800
Salinas, California 93901-4527 www.co.monterey.ca.us/rma

January 24, 2018

Mr. Paul Hart
Moncrief & Hart
16 W. Gabilan Street
Salinas, CA 93901

RE: Vista Nadura Subdivision, Carmel Valley (PLN990274)

Dear Mr. Hart:

Mr. Carl Holm, Director of the RMA for Monterey County asked me to review your letter and file materials related to application completeness of the above-referenced proposed subdivision. I found a letter dated August 3, 2006 to Mr. Nader Agha, the property owner, from Bob Schubert, Senior Planner with RMA stating that "All of the County Departments have now deemed the application complete, with the exception of Environmental Health." He referenced an attached memorandum from Environmental Health dated July 31, 2006 which stated the application was incomplete due to 8 itemized issues to do with project description, septic system, and water supply. A subsequent letter to Mr. Agha dated October 28, 2010 from Bob Schubert reiterates his letter of August 2006. It seems the Environmental Health issues had not yet been addressed as of that date.

I note your citation of a memorandum dated July 12, 2011 from Roger Van Horn of the Monterey County Environmental Health Department to Bob Schubert noting the project is "complete with recommendation for denial." I also found a subsequent memorandum from and to the same staff members dated November 15, 2011 stating the project is "incomplete with recommendation for denial due to a lack of proof of a sustainable long-term potable water supply as defined in Monterey County Code, Title 19 Subdivision Ordinance, 19.02.14." The memo states that "Official documents verifying water rights for the existing well due to location within Carmel River Basin have not been supplied EHB," and also requesting additional Fluoride sample tests, as the initial test results showed Fluoride levels in excess of state maximums.

The most recent communication from the Health Department is dated May 31, 2016 from Jana L Faulk of the Health Department to Bob Schubert, Senior Planner, which still states the project application is still incomplete and refers to the previously cited November 15, 2011 memorandum stating, "these concerns have not yet been resolved."

The issues raised by the Health Department are valid and based on requirements for application submittal in the Monterey County Subdivision Ordinance.

In support of your assertion that the subdivision application should be deemed complete prior to October 16, 2007, please submit to me your information addressing the Health Department issues listed in the memorandum of July 31, 2006.

Alternatively, if you believe the Health Department has made an incorrect administrative determination concerning the completeness of the application, this letter will confirm that your application is currently incomplete. You may file an appeal of this administrative interpretation of the Subdivision Ordinance with the Planning Commission pursuant to section 19.17.040 of the Monterey County Code:

19.17.040 - Application.

A. Appeals pursuant to this Chapter may only be taken from the written decision or opinion of the Director of Planning, or the Health Officer as applicable.
B. Requests for a written decision or opinion from the Director of Planning shall be made in writing. Requests must be specific and in sufficient detail to provide a clear basis for issuing the requested decision or opinion.
C. Upon receipt of an appropriate request, the Director of Planning shall respond in writing within ten (10) days setting forth the decision of the Director of Planning. Said response shall also include the statement "Should you wish to appeal this decision, the appeal must be filed with the Secretary to the Planning Commission no later than 5:00 p.m.(on date.)or no subsequent appeal on this issue may be heard." The Director of Planning shall provide a minimum of ten (10) days from the date of mailing the letter for filing an appeal.
D. The appeal shall set forth in detail:
   1. The identity of the appellant and interest in the decision;
   2. The identity of the decision appealed;
   3. A clear, complete, but brief statement of the reasons why, in the appellant's opinion, the administrative decision or interpretation is unjustified or inappropriate because:
      a. The findings, interpretation and decision are not supported by the evidence, or
      b. The decision or interpretation is contrary to law.
   4. The specific reasons the appellant disagrees with the decision or interpretation.
E. The appeal shall not be accepted by the Secretary to the Planning Commission unless it is complete and complies with all requirements.

   (Ord. 4082, 2000; Ord. 3797, 1994)
   (Ord. No. 5135, § 89, 7-7-2009)

19.17.050 - Action by the Planning Commission.

A. The Planning Commission shall consider the appeal and render a decision thereon within sixty (60) days after the receipt thereof.
B. The Planning Commission may, after its consideration of the administrative decision or interpretation, affirm, reverse or modify the interpretation.
C. In so acting on an administrative decision or interpretation, the Planning Commission shall indicate the reasons for its affirmation, reversal or modification of the administrative interpretation.
D. The decision of the Planning Commission may be appealed to the Board of Supervisors pursuant to .

   (Ord. 3797, 1994)

19.17.060 - Fees.

The fee for such appeal shall be set from time to time by the Board of Supervisors, by resolution. No part of such fee shall be refundable.
(Ord. 3797, 1994)

Please let me know how you wish to proceed.

Respectfully,

John M. Dugan, AICP
Monterey County RMA
Deputy Director of Land Use
dugan@co.monterey.ca.us
(831) 759-6654

John Ramirez
Monterey County Environmental Health
Director, Environmental Health Bureau
ramirezj1@co.monterey.ca.us
(831) 755-4539

Enclosures: Five (5)

cc: Carl P. Holm
Bob Schubert

Project Referral Sheet

Planning & Building Inspection Department
168 W Alisal St 2nd Floor
Salinas, CA 93901
(831) 755-5025

TO:	FIRE DEPARTMENT	HEALTH DEPARTMENT
	PUBLIC WORKS	WATER RESOURCES AGENCY
	PARKS DEPARTMENT	OTHER: _____

PLEASE SUBMIT YOUR COMMENTS FOR THIS APPLICATION BY: Monday, July 31, 2006

WATER ISSUES

5. In the event that the development meets the definition of a water system and will require the establishment of a permitted water system and if a individual well or wells are to be used, water quality and quantity information meeting all applicable State and County requirements shall be submitted to the Director of Environmental Health for review and approval as evidence that an adequate water supply exists for the project. The well or wells shall first undergo a minimum of a 72-hour continuous pump test to determine the yield of the well to meet the required quantity. The pump tests shall be made no earlier than June 1 of each year and no later than the first significant rainfall event of the wet season. A representative of the Division of Environmental Health shall witness the pump tests.

6. Please refer to the attached **"Water System Completeness Requirements"** check sheet. This is provided to further detail the requirements of MMC Title 19, Subdivision Ordinance. The items listed may or may not be necessary depending on your final project description.

7. Since Initial Water Use Questionnaire submitted indicates an intensification of water use, a determination shall be made by a hydrogeologist under contract to the County as to the requirement for any additional water resources information. If any hydrologic or hydrogeologic reports are deemed necessary, the County will contract directly with a qualified consultant, at the applicant's expense, upon request of the applicant. A written request to the Division of Environmental Health is necessary to commence with the preparation of a scope of work.

8. The Monterey Peninsula Water Management District (MPWMD) needs to be advised of this project so they may make comments regarding any specific concerns they might have as to water intensification usage. Please contact Henrietta Stern at the MPWMD for information regarding requirements. MPWMD has requested MCDDEH to advise applicants to enter the MPWMD "Preapplication Conference".

Signature: Roger Van Horn **Date:** July 31, 2006

Please return a copy to Planning & Building Inspection Department
IDR Comments Due Date: 07/31/2006
Date IDR Referral Sheet Printed: 07/14/2006

Project Referral Sheet

Planning & Building Inspection Department
168 W Alisal St 2nd Floor
Salinas, CA 93901
(831) 755-5026

TO: FIRE DEPARTMENT — HEALTH DEPARTMENT
PUBLIC WORKS — WATER RESOURCES AGENCY
PARKS DEPARTMENT — OTHER: _____

PLEASE SUBMIT YOUR COMMENTS FOR THIS APPLICATION BY: Monday, July 31, 2006

SUBDIVISION APPLICATION
WATER SYSTEM COMPLETENESS REQUIREMENTS

The Monterey County Subdivision Ordinance, section 19.03.015 *Tentative Map: Additional Data and Reports, subsection L. 2. Evaluation of Public Health and Safety Impacts,* (discussed herein separately from Hydrogeologic report requirements) requires that prior to an application for subdivision being deemed complete, the following information shall be submitted:[1]

N/NA ?

☐ **Water System Consolidation Letter** - Monterey County Code (MCC) 15.04.040; MCC 19.03.016
- ☐ To include the identification of all existing public water systems located within one mile and the feasibility of incorporating into the existing system or being owned, operated or managed by a satellite agency.

☐ **Valid "Can and Will Serve" Letter, and Financial Arrangements secured.** - MCC 19.03.015
- ☐ Documents ability to serve with expiration date in place.

☐ **Water Rights** – MCC 15.04.040; MCC 19.03.016
- ☐ Deed of Trust for well, and/or;
- ☐ Documentation of Surface Water Rights
- ☐ Identification of any other water rights issues

☐ **Additional Technical, Managerial and Financial (TMF) Water System Requirements** as Summarized below: – MCC 15.04.040, MCC 19.03.015, Health and Safety Code (H&SC) 116540
- ☐ Source Water Assessment Program (SWAP) evaluation including a map of potential contaminating activities that could affect the system, i.e. onsite wastewater systems.
- ☐ Description of type of ownership
- ☐ Operator certification
- ☐ How legal, engineering and other professional services will be provided
- ☐ Budget projection including revenues, expenditures, and rate structure.
- ☐ Equipment replacements reserve and prioritized plan.

☐ **Water Source Capacity Requirements (Pump tests)** – MCC 15.04.140 and 19.03.015, California Code of Regulations (CCR) Section 64563
- ☐ Witnessed and performed in accordance with MCEHD requirements.
- ☐ Minimum of three (3) gallons per minute (gpm) for individual wells.
- ☐ Safe yield determination from water management agency and MCEHD.

☐ **Complete Source Water Quality Analysis**[1] (see attached Matrix) – MCC 15.04.080, H&SC 116555, CCR Title 22
- ☐ Meets all Title 22 water quality parameters
- ☐ Independent re-sampling to confirm contaminants as necessary
- ☐ Best Available Treatment technology plan with estimated start-up and operating costs

Notes:

[1] Water Supply Policy and Permit Procedure Manual, page 4: *No provision in a county code can be substituted for the issuance of the water supply permit pursuant to the CHSC, Sections 115525 through 116550.*

[2] CDHS policy states, *"Drinking water quality and public health shall be given greater consideration than costs or cost savings when evaluating alternative drinking water sources or treatment processes."*

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9/05

Signature: Roger Van Horn **Date:** July 31, 2006

Please return a copy to Planning & Building Inspection Department
IDR Comments Due Date: 07/31/2006
Date IDR Referral Sheet Printed: 07/14/2006

Project Referral Sheet

Monterey County RMA Planning
168 W Alisal St 2nd Floor
Salinas, CA 93901
(831) 755-5025

TO:	FIRE DEPARTMENT	HEALTH DEPARTMENT
	PUBLIC WORKS	WATER RESOURCES AGENCY
	PARKS DEPARTMENT	OTHER: _____

PLEASE SUBMIT YOUR COMMENTS FOR THIS APPLICATION BY: Tuesday, May 31, 2016

Project Title: AGHA DURELL D TR
File Number: PLN990274
File Type: PC
Planner: SCHUBERT
Location: 8767 CARMEL VALLEY RD CARMEL
Assessor's No: 169-011-009-000-000-M
Project Description:
Combined Development Permit consisting of: 1) a Standard Subdivision Tentative Map of a 50 acre property into 20 lots ranging in size from 1.1 acres to 8.5 acres, including grading for the construction of a 20-foot wide access road, and 2) a Use Permit for development on slopes greater than 25% (access road). The property is located at 8767 Carmel Valley Road, Carmel (Assessor's Parcel Numbers 169-011-009-000, 169-011-014-000 and 169-011-015-000), Carmel Valley Master Plan.
Status: COMPLETE/INCOMPLETE (highlight/circle one)
Recomended Conditions:

The Environmental Health Bureau has reviewed the above referenced application and has considered the application incomplete. The following reports and/or information are needed prior to considering the application complete.

An updated map has been received by EHB. It appears that the only change of substance to this application is that wastewater will now be served by Carmel Areas Wastewater District (CAWD). As such, please provide certification to EHB that CAWD can and will provide sewer service for the proposed property/project. Also, please provide information and or agreements as to how the sewer main will be connected to this project (both financially and logistically). Note these lots were not included in the most recent Carmel Area Wastewater District 2016 Sphere of Influence & Annexation Proposal (REF160026 LAFCO 16-01). Thus, further LAFCO annexation and environmental review will be necessary on the wastewater expansion.

Note: as the only document submitted was a revised map with changes to the wastewater, a full file status was not completed on this application. However, in November 2011, EHB made a determination of recommendation for denial on this project due to lacking water rights and Fluoride in excess of the state maximum contaminate level. These concerns have yet to be resolved. Please provide an update with documentation as to the status of these issues (see attached memo).

Please note that this project is subject to the current General Plan. As such, this project will require proof of a Long Term Sustainable Water Supply and an Adequate Water Supply System pursuant to General Plan policy PS 3.2. This review can be done through a contracted Hydrogeologic Geologic Report through RMA or through the EIR process. Please contact your planner to learn more on this subject.

It is unknown at this time if there are any other EHB concerns outstanding on this project. Prior to moving forward with a comprehensive review, EHB needs information from the applicant in regards to the requested direction. Please contact Janna Faulk at 755-4549 or faulkjl@co.monterey.ca.us to discuss.

Signature: Janna L Faulk **Date:** May 31, 2016
Please return a copy to RMA Planning

COUNTY OF MONTEREY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH BUREAU

MEMORANDUM

Nov 15, 2011

To: **Bob Schubert, Planner**
Monterey County Planning Department

From: **Roger Van Horn, R.E.H.S.**
Environmental Health Review

Subject: **PLN990274, Vista Nadura**

The Environmental Health Bureau considers the above referenced project as incomplete with <u>recommendation for denial</u> due to lack of proof of a sustainable long-term, potable water supply as defined in Monterey County Code, Title 19 Subdivision Ordinance, 19.02.143 Long Term Water Supply.

- Official documents verifying water rights for the existing well due to location within Carmel River Basin have note been supplied to EHB. The Monterey Peninsula Water Management District (MPWMD) needs to be advised of this project so they may make comments regarding any specific concerns they might have as to water intensification usage. Please contact Henrietta Stern at the MPWMD for information regarding requirements. MPWMD has requested EHB to advise applicants to enter the MPWMD "Pre-application Conference".

- Chemical test dated Feb 12, 2009, the Fluoride results were 6 mg/L (three times the MCL of 2 mg/L) subsequently, quarterly conformation samples for Fluoride should have been taken to demonstrate Fluoride thresholds. After a meeting with the applicant in April 2011, a conformation sample was taken, the result was 3.48 mg/L, still over the MCL. Quarterly conformations samples are still required.

MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

PLANNING DEPARTMENT, Mike Novo, Director

168 W. Alisal St., 2nd Floor
Salinas, CA 93901

(831) 755-5025
FAX (831) 757-9516

October 28, 2010

Mr. Nader Agha
542 Lighthouse Avenue
Pacific Grove, CA 93950

Subject: Vista Nadura Subdivision (PLN990274)

Dear Mr. Agha:

The purpose of this letter is to outline the options for processing the Vista Nadura Subdivision which is within the Carmel Valley Master Plan Area. Resolution No. 02-024 states that it is the policy of the Board of Supervisors that residential subdivisions in the Carmel Valley Master Plan Area be denied, pending the construction of left turn pockets on Segments 6 and 7 of Carmel Valley Road (from Robinson Canyon Road to Rancho San Carlos Road) and the construction of capacity-increasing improvements to State Highway 1 between its intersections with Carmel Valley Road and Morse Drive. While the policy established in Resolution No. 02-024 remains in effect, staff is directed by the Board of Supervisors to recommend denial of proposed subdivisions in Carmel Valley, including the subject application.

On October 26, 2010, the Board of Supervisors adopted the General Plan Update. Policy LU-9.3 in the General Plan Update states that applications for subdivision maps that were deemed complete after October 16, 2007 shall be governed by the plans, policies ordinances and standards that are enacted as a result of the General Plan Update. All of the County departments have deemed the application complete with the exception of the Environmental Health Bureau (see memorandum from Environmental Health dated July 31, 2006). Since the subject application is incomplete, it is subject to the following requirements of the adopted General Plan Update:

a. LU-1.19 requires all development outside of designated Community Areas and Rural Centers to be subject to a Development Evaluation System with evaluation criteria that must meet a minimum passing score.
b. Policy CV-1.6 in the General Plan Update limits new residential subdivisions in Carmel Valley to the creation of 266 new units with preference to projects including at least 50% affordable housing units. As of this time Monterey County has three applications in Carmel Valley with a total of 268 lots that have been deemed complete (i.e., Rancho Canada Village Specific Plan with 247 residential lots, Delfino with 19 residential lots and Miller with 2 residential lots) that could precede this project in the buildout accounting. Again, the maximum unit count that could be approved under the General Plan Update is 266 units. If these projects are approved, there would not be any units remaining for the Vista Nadura Subdivision.

c. Policy CV-5.4 requires the establishment of regulations for Carmel Valley that limit development to vacant lots of record and already approved projects, unless additional water supplies are identified.
d. Policies CV-2.18/CV-2.19 include a specified list of road improvements along Carmel Valley Road and Laureles Grade within the Carmel Valley Master Plan Area, proposed amendments to the Carmel Valley Master Plan, consideration of several interim improvement options for one intersection, a change in LOS standard for one segment (Segment 3), and a proposed update of traffic impact fees to pay for the proposed improvements through collection of fees from new development.

Options that are available to you for the Vista Nadura Subdivision are as follows:

1. Withdraw the application.

2. Request that the project be put on hold until such time that Resolution No. 02-024 is rescinded by the Board of Supervisors. The project would still need to comply with the requirements of General Plan Policy LU-1.19 and Carmel Valley Master Plan Policies CV-1.6, CV-5.4 and CV-2.18/CV-2.19.

3. Proceed with the preparation of an EIR. On September 28, 2006, the Planning Department sent you a copy of the proposal from the firm (EMC) that was selected by the County to prepare an EIR for the Vista Nadura Subdivision. On December 22, 2006, the Planning Department sent you a letter asking that you review the proposal and let us know whether you agree to pay for the EIR. Since we never received a response or deposit from you, work on the EIR was never started. For the reasons stated above, staff does not recommend that an EIR be prepared. Staff would recommend denial of the project which would not require an EIR. If you decide to pursue this option, there could be considerable time and expense involved with completion of an EIR regardless of the conclusions.

Please let me know how you wish to proceed within 30 days of the date of this letter. If we do not hear from you, staff will schedule the project for hearing and recommend denial. Feel free to call me at (831) 755-5183 if you have any questions.

Sincerely,

Bob Schubert

Bob Schubert, AICP
Senior Planner

Cc: Durell Agha
Richard LeWarne
Tom Moss
Chad Alinio
Les Girard

MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

PLANNING & BUILDING INSPECTION DEPARTMENT, Scott Hennessy, Director

168 W. Alisal St., 2nd Floor
Salinas, CA 93901

(831) 755-5025
FAX (831) 757-9516

August 3, 2006

Mr. Nader Agha
542 Lighthouse Avenue
Pacific Grove, CA 93950

Subject: Vista Nadura Subdivision (PLN990274)

Dear Mr. Agha:

The County has reviewed the additional information and revised plan for the subject project that was submitted on July 10, 2006. All of the County Department have now deemed the application complete with the exception of Environmental Health (see the attached memorandum dated July 31, 2006). The information requested from Environmental Health must be submitted before the subject application (PLN990274) can be deemed complete.

If you have any questions regarding the requested information that has been requested by Environmental Health, please contact Roger Van Horn at (831) 755-4763.

Sincerely,

Bob Schubert

Bob Schubert, AICP
Senior Planner

Cc: Carl Hooper, Bestor Engineers
Mike Novo
Burke Peas

Exhibit 20

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PAUL W. MONCRIEF
L. PAUL HART
DENNIS J. LEWIS
KOREN R. MCWILLIAMS
LINDA N. SUNDE

MONCRIEF & HART

A PROFESSIONAL CORPORATION

16 W. GABILAN STREET
SALINAS, CALIFORNIA 93901
PH: (831) 759-0900
FX: (831) 759-0902
MoncriefHart.com

March 19, 2019

File No. 6377.002

VIA EMAIL & CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Mr. Carl Holm, Director
Monterey County Resource Management Agency
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901

RE: Request for Final Director's Interpretation
Vista Nadura Subdivision, Carmel Valley (PLN990274)

Dear Mr. Holm:

About a year ago, on we began the process of seeking a Director's Interpretation related to the processing of Application PLN990274 ("The Application"), the Vista Nadura Subdivision located at 8767 Carmel Valley Road (APNs 169-011-009, 014 and 015). Prior to rendering a Director's Interpretation you provided a letter from Mr. John M. Dugan's dated January 24, 2018. Mr. Dugan requested that we provide evidence addressing the Health Department issues listed in the memorandum dated July 31, 2006 which relate primarily to wastewater and water. Despite significant difficulty in obtaining the necessary records, we believe that we now have information sufficient to fully respond to this request and to allow you to now render a formal Director's Interpretation.

I have enclosed the most relevant portions of such information herewith and ask that you consider this a formal request for a Director's Interpretation/Opinion on the issues presented, pursuant to applicable rules, and that you render such an Opinion.

Specifically, the Applicant seeks a Director's Interpretation/Opinion, finding that The Application was "Complete" prior to October 16, 2007 and that the Director identify, to the extent possible, the actual or approximate date on which County Staff should have deemed the Application complete.

Applicant submits that the accompany documentation illustrates that Application should have been deemed complete sometime in 2002 or 2003.

Attachment 1 is a timeline referencing the dates of the most pertinent factual and legal occurrences related to The Application. Attachment 2 is a copy of a 2001 Court of Appeals decision related to Monterey County's processing and approval of the September Ranch subdivision and development application. And Exhibits A – J are the most relevant documents related to The Vista Nadura Application.

I. Central Issue/Problem

The problem here is that County Staff appear to have imposed on The Applicant the burden of providing all information and documentation necessary to prove compliance with the then existing County Requirements of "Final Project Approval" as a prerequisite to deeming The Application "Complete". In this regard, Staff imposed an improper standard in its evaluation of whether the Application was Complete. This led them to the wrong result, and to incorrectly conclude that the Application was not complete, simply because it did not contain all evidence that would ultimately be required for the project to be approved.

Applicant asks that the Director, re-evaluate the materials submitted by Applicant, under the proper standards as the existed at that time, applicable to a "Completed Application", rather than the standards required for Final Approval.

During the relevant time frame, there existed a dramatic distinction between the amount of information that an applicant needed to submit in order to have an application deemed complete, and the amount of information that an applicant needed to provide in order to obtain final approval. This was particularly true with regard to projects like the Vista Nadura project, where it was universally understood that an EIR and CEQA analysis would be required prior to any consideration or determination of Project Approval. The September Ranch Opinion illustrates the significant disparity between these two standards, as they existed and were applied by the County during the relevant time frame (as discussed below).

Applicant acknowledges that, over the last decade plus, The County has implemented policies which have steadily increased the amount of information that that an applicant must submit at the outset of the process in order for an Application to be complete. As such, today the gap between what is necessary for an application to be deemed complete and what is necessary for final approval has significantly narrowed.

But, for the purposes of considering this requested Director's Interpretation, it is important that Director evaluate the sufficiency of the information submitted by Applicant under the standards that existed nearly two decades ago, not under today's heightened application standards. For example, there can be little dispute that Applicant was entitled to have the existing 2003 rules applied to the County's consideration of such submissions in 2003, without regard to heighted submission standards (be they formal or informal within the Department) implemented thereafter.

II. Save Our Peninsula / September Ranch Case

This Opinion is important and helpful to the Director in evaluating this matter in several respects. First, it illustrates the standard being applied by the County with regard to deeming applications of this type "Complete" during the relevant time period. Second, it illustrates the magnitude of the, then existing, distinction between the level of information necessary to deem an application

"Complete", as opposed to the level of information necessary to obtain "Final Approval" of a project.

The Opinion is particularly relevant because the Application was submitted in the same time frame, the application is for a subdivision and project similar to the Vista Nadura project, and the September Ranch property is on the same road, only a mile or two away from Vista Nadura, so it faced the same hurdles and regulatory issues that were faced by the Vista Nadura project, specifically: 1) Water Supply and 2) Waste Water Management.

The Opinion reveals the following:

Applicant's June 1995 ***initial application proposed Cal Am as supplying potable water.***

Less than a month later, the State Water Board precluded Cal Am from providing water to the project. Applicant changed its proposal/project, and ***Applicant now proposed potable water supply from an existing on-site well*** (via a small mutual water system)

The application was deemed complete and submitted for an initial study in August 1995. The Draft EIR was published over 2 years later in October 1997.

It appears that no historical water use data was submitted prior to the application being deemed complete. Historical water use data related to the well was submitted as part of the draft EIR, but only for the years 1991-1996. The records provided by applicant in conjunction with the EIR revealed ***historical water use ranging from.4 acre feet/yr (1995) to 40.68 acre feet/yr (1993).***

Applicant's ***proposed project*** sought approval of 117 residences and was calculated as ***requiring an estimated 61.15 acre feet of water per year.***

Thereafter Applicant revised its water supply plans multiple times, and submitted multiple different theories and methods in support of its position that there was sufficient water supply for the proposed project, including each of the following:

1. Applicant ran irrigation non-stop on the Property, consuming 43 acre feet of water in a 3 month period, allegedly to irrigate 21 acres of pasture, attempting to demonstrate existing water use entitlement

2. Applicant asserted that MPWMD standard tables set an existing water use entitlement of 2 acre feet per year for each acre of pasture and 3 acre feet per year for the equestrian center, resulting in an established entitlement of about 46 acre feet per year, leaving them only about 15 acre feet short of the amount needed for the proposed project, arguing that the extra 15 acre feet per years was not significant

3. Applicant bought another parcel, with an alleged entitlement to 30 acre feet per year plus of water supply, and offered to reduce the use on that property as necessary to offset any perceived requirement by the County, associated with approval of this project.

Notably, none of this information was submitted or required as part of the application process, nor submitted or required by The County as part of the EIR. Much of it was not submitted until after the EIR, and then was only submitted directly to the Board of Supervisors just prior to the BOS hearing and the BOS's "Final Approval" of the project.

The trial court and the court of appeals overturned the BOS' approval of the project. But they did so only because the water supply information relied upon in items #1,2, and 3 above were not submitted to the EIR consultant in a timely manner, so as to be evaluated and considered in conjunction with the EIR process, as required by law.

Ultimately, applicant did so, as directed by the Court of Appeals, and the BOS approved the project after the new/revised EIR properly took such information into consideration.
Most relevant here are the fact that:

1) The initial application provided very little information related to water supply. It simply communicated that the Applicant intended to supply potable water for the Project either thru Cal Am or via the existing on site well. As it turns out, the Application the County "Deemed Complete", did not contain any of the information or any of the documents that the County ultimately relied upon to support its conclusion that the Project had a sufficient and legally entitled water supply to satisfy the Legal and Regulatory Requirements of Final Approval of the project. Yet, the Application was deemed complete.

2) Nobody (not staff, not the citizen review board, not the Planning Commission, Not the Board of Supervisors, Not Save Our Peninsula, Not Judge Silver and Not the Court of Appeals) ever asserted that the September Ranch Application was deficient or incomplete. Rather, they all properly focused their discussion and analysis on the sufficiency of the information and documentation related to water supply that was provided and considered in conjunction with the EIR, and in conjunction with Board's Final Approval of the Project.

That is exactly how the Vista Nadura Application should have been handled. It is often (if not always) true that Applications related to substantial subdivisions and development proposals do not contain all of the information necessary to support ultimate approval. They certainly weren't expected to 15-20 years ago. It was understood that complex issues, particularly those related to water and wastewater in Carmel Valley would be flushed out and addressed and modified as part of the CEQA process, the EIR and the project review process. The Project would then be

evaluated at the end, not based upon whether the Applicant provided all of the information and facts required for Final Approval as part of its application.

III. The Vista Nadura Application

The Vista Nadura property is located in Carmel Valley and proposes a twenty lot subdivision on a 50 acre parcel. Like the September Ranch, it has an on-site well and has historically been used as a horse ranch, with an equestrian center.

On August 3, 2006, Mr. Bob Schubert prepared a letter for Applicant stating that "all of the County Department have now deemed the application complete with the exception of Environmental Health" and refers to the July 31, 2006 notice prepared by Mr. Roger VanHorn of the Health Department (Exhibit A).

Mr. VanHorn requests items related primarily to the feasibility of a septic system for the proposed lots and the conformance with the Carmel Valley Wastewater Study (Montgomery Study). **However, on September 23, 2002, the Health Department, through Mr. Roger Beretti, issued their first incomplete letter for this project (Exhibit B) and the record shows that not only did Applicant work diligently and expeditiously to resolve the concerns, we believe the application should have been deemed complete long before Mr. VanHorn's July 31, 2006 notice.**

Water & Wastewater

> **Item 1:** Provide a map of the proposed subdivision. Upon receipt of the map, the projects location in the Carmel Valley Wastewater Study (Montgomery Study) will be determined and additional information or requirements may apply.

On October 1, 2002, Bestor Engineers addressed item 1 of the incomplete noticed by providing the Tentative Map for the subdivision as. Mr. Carl Hooper of Bestor Engineers also provided a map of the proposed septic system on the Montgomery study map (Exhibit C).

> **Item 2**: Provide to the Director of Environmental Health certification and any necessary documentation that California American Water Company can and will supply sufficient water flow and pressure to comply with both Health and fire flow standards.

> **Item 3**: Provide evidence to the satisfaction of the Director of Environmental Health that the water source for the mutual system meets applicable State and County standards for water quantity and quality.

On August 19, 1999 Applicant applied for a Water Use Credit and on March 1, 1999, the Monterey Peninsula Water Management District provided a letter documenting the historical usage on the property as 2.43 acre/feet per year. While a credit was not issued at that time, a

determination regarding water availability was made. Applicant had worked with MPWMD since 1996 to obtain this determination. It was after this determination that Applicant submitted his initial application request for the subdivision on August 1, 1999.

Bestor Engineers repeatedly provided the MPWMD documentation as well as the well driller's log and chemical analysis for the well on the property. The record shows that the first time this information was provided was in a letter to Mimi Whitney on April 25, 2000, where Mr. Carl Hooper provided a detailed description of water use and a proposed mutual water company for the second phase of homes in the subdivision. The same information was sent again to Mimi Whitney on March 6, 2001 (Exhibit D).

In addition, after the County's September 23, 2002 incomplete letter, California-American Water Company provided a can and will serve letter for the property on October 23, 2002 (Exhibit E).

> **Item 4**. Since the initial Water Questionnaire submitted indicates an intensification of water use, a determination shall be made by a hydrogeologist under contract to the County as to the requirement for any additional water resources information. If any hydrologic or hydrogeologic reports are deemed necessary, the County will contract directly with qualified consultants, at the applicant's expense, upon request of the applicant. A written request to the Division of Environmental Health is necessary to commence with the preparation of a scope of work.

On April 15, 2003, Bestor Engineers sent a letter to Mr. Beretti requesting a reconsideration of this requirement on the basis of the historic land uses on the site and their related water consumption. We know that the nearby September Ranch project did not provide this level of detail prior to being deemed complete. In addition, as early as December 21, 2000 Mimi Whitney, Senior Planner, advised Mr. Agha that an EIR would be required for the project to address, "traffic and circulation, water availability, biology, visual impacts, grading, drainage, erosion control, geology and soil stability, archaeology, tree removal, public facility impacts and general plan policies related to Carmel Valley". Applicant continually requested that this project be deemed complete based on the information he and his agents had provided and that a determination related to the hydrogeological analysis be made through the Environmental Impact Report. Applicant expected and welcomed the EIR process (Exhibit F).

> **Item 5**. Please contact Roger Beretti at 755-4570 to arrange an onsite visit to determine septic system feasibility of the proposed project as per Chapter 15.20 MCC (Septic Ordinance) and "Prohibitions", Central Coast Basin Plan RWQCB.

> **Item 6.** Soil excavations must be performed on each lot and witnessed by a representative of the Division of Environmental Health. Contact Roger Beretti at 744-45-70 to schedule and determine scope of work.

Item 7. Submit two copies of a soils and percolation testing report for review and approval by the Division of Environmental Health to prove that the site is suitable for the use and that it meets the standards found in Chapter 15.20 MCC (Septic Ordinance) and "Prohibitions", Central Coast Basin Plan RWQCB. Contact the Division prior to proceeding to determine the scope of work and to oversee soil testing. The testing and report format shall be completed as per adopted soil report policies of the Department.

A month after the initial incomplete letter, on October 28, 2002, Bestor Engineers provided a letter to the Health Department notifying Roger Beretti that percolation test holes scheduled the following week in an effort to address Item 6. Carl Hooper, PE of Bestor Engineers asked for direction on depth of the holes and outlined the number of holes to be drilled on each site.

On November 6, 2002, with seemingly no feedback on hole depth from the Health Department, Bestor Engineers provided a status of the holes bored and the availability of what the engineer believed would be "successful" percolation results.

On October 1, 2003, Bestor Engineers provided all of the Percolation Test data sheets to Mr. Roger Beretti and described the process by which the tests were conducted. He concludes his letter noting the "obviously acceptable drain field tests" and the "proven lack of nitrate problem" as feared in the 1982 Montgomery Report.

Finally, on June 5, 2003, Bestor Engineers provided a letter to Mary Ann Dennis of the Health Department with nitrate testing showing "to be less than 1.0 mg/l, versus allowable of 10 as NO3" for the Schulte Road Observation Well noting that the tests were "adequate proof that the Montgomery fears in 1982 were overly cautious" (Exhibit G).

Based on the evidence in the record, the County's concerns regarding water and wastewater were addressed and should have been deemed complete at the very latest by October 2, 2003 and as early as November 2002. Mr. VanHorn's letter on July 31, 2006 asks for nearly the same data Applicant had already provided through Bestor Engineers and Central Coast Drilling to Roger Beretti in 2001 and 2002.

A memo dated February 4, 2004 from John Hodges, who replaced Roger Beretti at the Health Department, acknowledges all the facts we and Applicant has presented through the years related to wastewater and water (Exhibit H). And while Mr. Hodges notes concerns related to wastewater and water, it is evident that Applicant had done everything he had been asked do to provide the County with the information requested in order to deem the project complete. Mr. Hodges memo clearly shows that this information had been provided.

IV. Comparison Between Vista Nadura and September Ranch Application Handling with Regard To Water Supply

As illustrated above, the initial Application proposed using an on-site well to supply potable water, but did not provide "proof" of legal entitlement to "sufficient volume" of water for County Staff to even deem the Application Complete. In response, Applicant promptly provided historical well usage records for many years prior, provided evidence that the well was lawfully installed and approved and as to the well's fitness. Applicant further obtained a letter from MPWMD stating the number of acre feet of entitlement that they determined to exist based upon the historical usage. County Staff continued to insist that this information was insufficient to even deem the Application complete.

Applicant then, in 2002 additionally provided a can and will serve letter from Cal Am. Staff still refused to deem the Application Complete.

By contrast, September Ranch did not provide any data regarding its legal entitlement to a particular "volume" of water in conjunction with its application. It did not even provide such information until after the completion of the initial Draft EIR, more than two years later. Yet that application was deemed complete. Heck, that Project was initially approved with less information and documentation related to water supply sufficiency that Applicant provided in conjunction with its Application which was deemed incomplete.

This disparity in treatment is unjustifiable. And without comment as to the cause of such disparate treatment, Applicant sincerely hopes that Director will act to rectify this situation.

V. Conclusion

Applicant understands that Proposed Project has not supported by certain members of the public. Applicant understands that the Project has not viewed favorably in conjunction with the County's General Plan update process and that it has been viewed skeptically and/or was disfavored by at least some departments and/or staff members. (Exhibit I). Applicant understands that the turnover of County Staff throughout the years, development moratoriums, the General Plan update and the County's loss of many of the Project records all impacted the processing of this Application.

But, notwithstanding Applicant's understanding of these issues, Applicant is unwilling to understand or accept The Application being processed in a manner inconsistent with the rules and inconsistent with the manner in which other applications are treated.

As requested here, Applicant seeks your support in this regard, even if it is retroactive and belated. Thank you.

If you believe additional information, please advise.

Sincerely,

MONCRIEF & HART, PC

Paul Hart

PH/sld

Enclosures as above

VISTA NADURA - 8767 CARMEL VALLEY ROAD

APN 169-011-008; 009; 014; 015

no date	County		Accela Description of PLN980024	Minor subdivsion of parcels in Prunedale (seems to be unrelated to this project)		
no date	County		Site Plan - Village A, Village B, Village C			
no date	County		County "Flysheet" for PLN990274	Shows project log		
no date	County		Language from Carmel Valley Master Plan	p.44-49 Implementation of quota and allocation		
no date	County		Section 65915 Government Code	Affordable Housing		
no date	County		Section 15126.6 Code	Consideration of Alternatives EIR		
no date	County		Attachement 2: Specific Topics to be included in EIR			
no date	County		CVMP Subdivsion Evaluation Score Sheet	Carmel Valley Master Plan Evaluation Score Sheet (not completed)		
1975		Jun-75	Mo Co Master Drainage Plan	Identifies existing drainage structures	County Report	Drainage
			Lower Carmel Valley Watersheds	Structures 23 (a) & 23(b) are culverts on		
			Report	Vista Nadura Property		
				Culverts and drainage inadequate need to be 48 inch		
1977			Initial Study ZA 3274	Permit to park airstream trailor (Gaylord Jones)	UNRELATED?	
1978						
		January	Agha partial ownership 1300 acres			
	County	3/16/1978	Initial Study	Initial Study for Vista Nadura		
	County	3/16/1978	Bestor to Planning	15 prints of prelim map and EA		
	County	3/20/1978	Bestor to Planning	Suggestion of new street names		
	County	3/20/1978	Bestor to Planning	Substitue map submitted		
	County	3/24/1978	Planner to Bestor	Review of proposed street names (McFall Road, Suma Drive and Sierra Trail) acceptable.		
	County	3/28/1978	County Pubic Works to Planning	Reviewed preliminary map; storm drainage; intersection		
	County	3/30/1978	Subdivsion Committee Minutes	Health concerned with septic, proceed with EIR		
	County	3/30/1978	Monterey County Subdivsion Committee	Agenda items		
	County	4/10/1978	PC	Notice of Public Hearing		
	County	4/14/1978	Geoconsultants, Inc.	Preliminary Geological Feasibility Study		
	County	4/16/1978	County Clerk	Notice of Public Hearing		
	County	4/26/1978	Preliminary Subdivsion Map Report	Continuation of Vista Nadura project		
	County	4/26/1978	Environemental Assessment	Initial Study shows potential for increased traffic, air quality, water consumption, visual impact		
	County	5/8/1978	Water Quailty Control Board to PC	Recommendation for denial due to septic concerns		
	County	5/4/1978	Well Engineering Surveys	Electric Log		
	County	5/12/1978	PC	Notice of Public Hearing		
	County	5/15/1978	Well Engineering Surveys	Electric Log		
	County	5/18/1978	Carmel Pine Cone	Declaration of Publication		
	County	5/23/2018	League of Women Voters to PC	Recommends tabling project until Master Plan is complete		
	County	5/28/1978	Subdivsion Data Sheet	Polk Subdivsion 1298 acres into 260 lots (Nader is agent)		
		5/31/1978	Permit for Well for Domestic Use	Driller's report/well log		Water Supply
	County	5/31/1978	Permit for Well for Domestic Use	Driller's report/well log		
	County	5/31/1978	PC Resolution 78-344	PC Resolution application of preliminary subdivision map		
	County	5/31/1978	Minutes of PC meeting	Water Control Board recommend denial, growth management a concern; EIR not a commitment to build		
		Apr & May 1	Well Drillers Report	New Well Drilled	Appears to be a permit	Water
	County	9/22/1978	Planning to Earth Metrics	Submit for proposals of EIR		
	County	11/3/1978	County Planning	Authorization of Contract for EIR		
	County	11/8/1978	BOS	BOS resolution for prepartion of EIR		
1979						
			County Orders EIR			All Topics
	County	3/16/1979	Richard Abbott Public Comment	Public comment - re: water		
		4/2/1979	Ground Water Analysis	eport Identifies chemicals in water		Water & Sewer
	County	4/2/1979	Ground Water Analysis	Identifies chemicals in water		
		5/25/1979	Final EIR by Larry Seeman	EIR Document		All Topics
	County	6/26/1979	County PW to County Planning	Received map with certified EIR - w/ comments regarding drainage, traffic		
	County	6/28/1979	Subdivision Committee Minutes	Subdivision Committee Minutes		
	County	7/12/1979	Carmel Valley Outlook	Notice of Publication		
	County	7/25/1979	Robert Downs to PC	Resident mentioning drainage issues on Vista Nadura		
	County	7/25/1979	County PC	Notice of Public Hearing		
	County	8/3/1979	CV to Nader	CV Fire cannot protect subdivsion and may not be able to protect existing development		
	County	11/11/1979	CV Fire to Nader	Reminder of Mid Valley fire BOD meeting		
1980	County	7/14/1980	Soil Boring Log			
1981		1/6/1981	Agha to MPWMD	Wells do not have pumps and no water has been extracted to date		
		1/12/1981	MPWMD Declaration of Reporting Status	for wells existing prior to July 9, 1980		
	County	6/26/1981	County to Carl Hooper	Subdivsion map submitted 7/24/81 cannot be accepted due to Ordinance 2642		
	County	7/20/1981	Planner to Bestor	County is prohibited by court action from accepting tentative map after interim zoning expired		
	County	7/31/1981	Bestor to County	Bestor will retrieve maps and documents to avoid destroyal		
	County	8/12/1981	County to Carl Hooper	Additional material overlooked		
1982						
			County General Plan Update		REGULATORY	
1983						
		Feb-83	BOS Resolution 9-15-83	Wastewater Study adopted Montgomery Engineers	REGULATORY RESTRICTION	Wastewater/Sewe
1984				Prohibit further subdivisions in basins 7,9,30,32		
	County	10/23/1984	Permit 35206	Electrical work for second story loft		
1985						
	County	1/17/1985	Permit 35426	Loft in Barn		
		2/18/1985	Grant Deed from Polk to Aghas			
		7/30/1985	Building Inspection Form 38572	Building Inspection for Conversion of Small Barn		
			Issued 5/1/87	PCM 85-481; Permit #38572; Receipt # PC-41699		
				"Categorically Exempt"		
			Submit Subdivision Plans	Locate this Document ***		
			Informed of Moratorium on Development	No applications being accepted or approved ***		
	County	7/30/1985	Building Inspection Form 38572	(same as above)		
1986	County	11/6/1986	Bestor to Durrell	Discussion of pump test and reccomendation for pump and storage tank		
1987						
		1/6/1987	WMD Permit & Application for fixtures	Approve 4 fixtures for Small Barn		Red Tag
				Must provide building permit to get WMD permit		
				Permit # 7447		
		10/14/1987	Dept of Health Recommend Denial	File # PC6309 **WHAT IS THIS???**		Septic/Sewer
			Letter from Messenger	Letters of 11/30/72; 3/27/74 and 3/10/77 all state		
				that septic system is not feasible - so recommend		

	1/31/2002	Bestor to County	Grading permit request for storm drain with background info of proposal		
County	1/31/2002	Bestor to County	Grading permit request for storm drain with background info of proposal		
County	2/12/2002	Bestor to Building Dept	Four sets of Plans for grading application		
County	3/15/2002	Bestor to Public Works	Reponse to 3/13/02 phone call and storm drain		
County	4/2/2002	Bestor to Planning	Respond to 3/28/02 regarding grading permit and 50 acre lot line		
	4/11/2002	Bestor to Nader	Discussion of proposal of water at Vista Nadura		
	4/12/2002	Bestor Letter to County Planning	Tentative map submitted in 1999	Date of Applicatior	
			Need 2.194 AF of water for all 20 homes	Water Supply	
			Irrigation from onsite well 40 gpm		
County	4/12/2002	Bestor Letter to County Planning	Dicussion of 20 lot proposal and water use, introduction of alternative 100% includsionary option of 172 units		
County	4/26/2002	Bestor Preliminary Soil Report	Includes Soil Report from 1978 EIR		
County	5/6/2002	Bestor to Public Works	Respond to letter 3/15/2002 related stor drainage		
	6/2/2002	Bestor Fax to Mo Co Planning	No response to 4/12/02 letter in 2 months	Lack of Timely Resp	
County	6/2/2002	Bestor Fax to Mo Co Planning	No response to 4/12/02 letter in 2 months		
	8/9/2002	Bestor to Nader	Info to Nader regarding County compromise re: drainage		
County	8/5/2002	Preliminary Title Report	PTR for Vista Nadura Property		
	8/12/2002	Bestor to County	Bestor recommendations for revising plan		
			Single phase, dual water system, inclusionary units, add HDPE drainage pipe		
	8/14/2002	Bestor to County	Proposed compromise for CV drainage		
	8/21/2002	Mo Co letter from Ellis to Rosenthal	Moratorium & GP update apply to Vista Nadura		
			New Planner Pat Kelly assigned		
County	8/23/2002	Rosenthal to County (Ellis)	Concern that application still wasn't accepted after 7/3/2001 Whitney letter and requirements were met		
	8/25/2002	Nader to BoS	Affordable housing		
	8/26/2002	County Receipt for Fees	Payment of $15,958		
			Map, zoning, planning, surveyor, water resources, health		
County	8/26/2002	Bestor (Carl Hooper)	Prelminary Soil Report		
County	8/26/2002	Initial Water Use Questionnaire	Filled out by Nader, Initial water Use/Nitrate Impact Questionaire - proposes dual water system		
County	9/4/2002	County (Kelly) to Nader	Request for additional information (road construction, grading, map of trees) to begin interdepartmental review		
County	9/6/2002	Bestor to County (Kelly)	Response to 9/4/2002 questions		
	9/11/2002	To County from James Jeffery, P.E.	Response to traffic impacts		
County	9/11/2002	To County from James Jeffery, P.E.	Response to traffic impacts		
	9/14/2002	From Agha to BoS	Subdivision and Affordable Housing		
	9/15/2002	Nader to BoS	Proper noticing of General Plan		
	9/16/2002	Interdepartmental Review	Incomplete from: Parks; CV Fire; Public Works (traffic)		
County	9/18/2002	County (PW) to County (P. Kelly)	Fax cover sheet of "complete traffic study" (traffic study not included)		
	9/19/2002	County to Bestor	Discharge facilities for drainage - in agreement with proposal except for hold harmless		
	9/23/2002	CV LUAC Minutes			
County	9/23/2002	CV LUAC Minutes	Motion to continue item		
County	9/23/2002	Water Resources Complete	Complete with conditions		
County	9/23/2002	Health Department Incomplete	Map, Can and Will supply, soil percolation test		
County	9/24/2002	Public Works Incomplete	LOS, ADT, Intersection analysis, left-turn channelization		
	9/25/2002	Archeological Resource Management	Cultural Resource Evaluation of Vista Nadura		
	9/26/2002	County to Nader	Notice of Incomplete with Interdepartmental Review comments		
			Carmel Valley Fire		
			Water Resources (Complete)		
			Health Department (Incomplete)		
			Traffic (Incomplete)		
County	9/26/2002	County to Nader	Notification of incomplete (Public work - traffic, Health - water, septic)		
	10/1/2002	Bestor fax to MO Co Health	Provides overlay of water & sewer for project with	Sewer & Water saf	
			Montgomery Study Map		
County	10/1/2002	Bestor fax to MO Co Health	Provides overlay of water & sewer for project		
	10/1/2002	Bestor to Nader	Dual water system idea (Cal Am to provide fire protection and potable water, mutual service for non-potable)		
	10/7/2002	LUAC Minutes	Application Incomplete - Nader would like to go straight to PC		
County	10/7/2002	LUAC Minutes	Application Incomplete - Nader would like to go straight to PC		
County	10/23/2002	Fax from County Helath to Nader	BOS Resolution dated 9/15/83 regarding CV Wastewater Study		
*** County	10/23/2002	Cal Am to Nader	Can and Will Serve letter "under the provisions of the rules, regulations and tariffs... and subject to availabity"		
	10/28/2002	Bestor to County Health	Notification of drill perc test holes asking for direction on depth		
County	10/28/2002	Bestor to County Health	Notification of drill perc test holes asking for direction on depth		
	10/31/2002	County to Nader	Carmel Valley Wastewater Study and Traffic Moratoriums		
County	11/6/2002	Bestor to County Health	Staus of percolation tests		
County	11/6/2002	County Planning to Bestor	Grading Plan Checklist		
	11/13/2002	Nader to BoS	General Plan comments regarding affordable housing		
	???	County Code 18.64	Implements CV Master Plan 39.1.6	REGULATORY RESTRICTION	Traffic
			Exempts "any application ... which has been deemed		
2003					
	4/15/2003	Bestor letter to MO Co Health	Respond to Health Dept letter of 11/4/02		
County	4/15/2003	Bestor letter to MO Co Health	Respond to Health Dept letter of 11/4/02		
	5/28/2003	MPWMD to Carl	Water quality results for well		
	6/5/2003	Bestor to County Health	Proof of Nitrates at acceptable level - Montgomery fears were overly cautious		
County	6/5/2003	Bestor to County Health	Proof of Nitrates at acceptable level - Montgomery fears were overly cautious		
	10/1/2003	Report provided by Hooper to Beretti on 10/1/03	Stroh letter of 12/27/07 says this report is deficient		Wastewater
		Soil Tests / Perc Tests			
County	10/1/2003	Bestor to County Health	November 2002 boring logs and percolation tests		
County	10/1/2003	Bestor to County Health	November 2002 boring logs and percolation tests	w/supporting documents	
	11/17/2003	Bestor to Nader	Reporting on meeting with County Sanitarian (Beretti replacement)		
			Discussion of Montgomery Report		
2004					
	2/4/2004	Memo between County Resource Protection and Land us	Outlines issues with Wastewater, Water		
County	2/4/2004	Memo between County Resource Protection and Land us	Outlines issues with Wastewater, Water		
	5/6/2004	Bestor to County	Estimate of drainage repair $290,000, Nader offering $27,000 contribution		
County	5/6/2004	Bestor to County	Estimate of drainage repair $290,000, Nader offering $27,000 contribution		
County	5/17/2004	County to Bestor	Response to 5/6/04 letter - discussion of distribution of benefit of new drainage		
	5/20/2004	Rosenthal to Code Enforcement	Status update of Drainage Code Enforcement case		
County	5/20/2004	Rosenthal to Code Enforcement	Status update of Drainage Code Enforcement case		
County	5/27/2004	County Application Request	Application request form ($381) for alternative project , 171 new dewellings, 50% afforadable		
County	5/28/2004	County Receipt	Receipt for $381 for "appt to Give Appl"		
	6/24/2004	Instructions for Development/Subdivision	County Instructions		
County	7/12/2004	Bestor to Nader	Information regarding dispersion of septic		
	7/15/2004	Development Project Application	172 units 50% market rate/50% affordable		
	7/15/2004	Initial Water Use/Nitrate Impact Questionnaire	dated 8/26/2002 and redated 7/15/2004		
County	7/15/2004	Initial Water Use/Nitrate Impact Questionnaire	dated 8/26/2002 and redated 7/15/2004		
County	7/22/2004	Nader to County	Request for Fee Reduction for affordable housing project		
County	7/23/2004	Fee Waiver Request	Nader completes Fee Waiver Request for 172 unit project 50% affordable		
	7/26/2004	Receipt for Payment of 172 project	$6,975		

			Denial		
1991	1/4/1991	Letters & Deeds re: Water Rights	Series of letters & deed language re: Agha water rights under deal with Cal Am predecessor Issue is both free water, and entitlement to water Documents show both deal w Cal Am and pre 1914		Water Rights
1992	7/2/1992	L Bestor to Nader re: Well tests in 1979	Summary of 1979 well tests and expected production Final note suggests waiting out CalAm moratorium		
1995					
	6-Jul-95	State Water Resources Control Board Order No WR 95-10		REGULATORY RESTRICTION	Water supply
1996	10/11/1996	Application for PreApplication Conference	Paid filing fee of $473		
	8/26/1996	Well Meter Report	Active Ag well reported with zero production for year		Water Supply
	???	Experian printout	enclosed porch reported / Lanai reported		RedTag - Carport
1997	4/7/1997	Groundwater Testing Report Caprock / Barminski	Groundwater Sample and results		
	6/30/1997	Agha letter to WMD	Identifies 35-40 horses seeks water credit		
	9/4/1997	WMD internal memo re water credits	Well reported as inactive 92 & 93 (no response 94,94,96)		Water Supply
	9/16/1997	WMD Letter	Will not give water credits for reducing horses water meter required for well Report annual usage		Water Quantity
	10/3/1997	email from MPWMD	Internal memo regarding Nader's explanation of inactive well		
1998					
	4/14/1998	Bestor Engineer Letter	Discusses drainage ditch construction/Plan		Drainage
	4/15/1998	Bestor to Peifer Plumbing	Drainage and culverts		
County	4/15/1998	Bestor to Peifer Plumbing	Drainage and culverts		
	7/16/1998	MPWMD to Nader	Response to calculating water credits for property		
	8/19/1998	Water Credit Application to WMD	Cal Am Acct 020-782-5850-03-6		
	11/12/1998	MPWMD to Nader	Response to Water credit inquiry and credits for irrigation		
1999					
	3/1/1999	WMD water credit letter	Letter authorizing 2.43 ac/ft use & credit of 2.1 ac/ft year Acknowledges "active commercial use" as horse facility		Water Supply Red Tag Use Permi
County	3/1/1999	WMD water credit letter	(same as above)		
County	6/10/1999	County Application Request Form	Application Request for 20 lot subdivsion		
	10/19/1999	BOS Resolution 99-379	(See Language Below)	REGULATORY RESTRICTION COMPLETE MORATORIUM	Traffic
2000					
County	4/25/2000	Bestor to County (Whitney)	Revised Tenative Map for 20 lots Introduction of phased subdivision starting with six lots to meet 2.49 af of water Discussion of perc from 1980 tentative map		
	16-May-00	BOS Resolution 99-379 Extended Moratorium	Residential Subdivisions in Carmel Valley be de[illegible]d pending construction of left turn lanes ... and improvements between HWY 1 and CV Rd ** Residential subdivision applications submitted before Oct 19, 1999 may proceed, so they may be addressed on their merits	REGULATORY RESTRICTION COMPLETE MORATORIUM	Traffic
County	9/19/2000	Bestor to County (Whitney)	Follow up of 4/25/2000 letter, includes tenativ[illegible]p and request to proceed with application		
	12/21/2000	County to Nader	Moratorium on subdivisions in Carmel Valley due to to traffic		
	12/21/2000	Letter from Planning Dept Whitney	Subdivision applications received prior to 10/19/99 can proceed. Your request for application was submitted on 6/10/99 Recommend filing your application knowing that An EIR will be required		
County	12/21/2000	Letter from Planning (Whitney)	(same as above)		
2001					
	3/3/2001	Bestor (Carl Hooper)	Preliminary Drainage Analysis (discussion of runoff with data and map)		
	3/6/2001	Bestor to County	Tentative Map with 6 lots (as they can be approved without increase in traffic) Included driller's log from 1978 Percolation test from 1980 1978 Geotech report Drainage analysis Reference to 1980 EIR		
County	3/6/2001	Bestor County	(Same as above)		
	7/3-7/5	emails bw planning at County	Does an application request constitute an application being submitted for purposes of Moratorium/Traffic? They say NO		
	7/3-7/5	emails bw planning and County	(same as above)		
	7/3/2001	Letter from Planning Whitney	an EIR is required to go forward with your project Prior 1979 EIR must be updated You did not file a "formal application" prior to 10/19/99 so our project has been "on hold" Recommend a Formal Application 10 copies of application & Map Filing fees of $14,465		
County	7/3/2001	Letter from Planning Whitney	(same as above)		
County	7/3/2001	Letter from Planning Whitney	(same as above) with attachments		
	7/27/2001	County to All Property Owners	Process for requests for Land Use designation changes		
	8/1/2001	Project Development Application	Tentative Map (Standard Subdivision) Application		
	8/1/2001	Copy of Check	$14,465 Paid for Application fees		
2002					
	1/15/2002	Bestor to Nader	Commenting on Augie Acuna's 1991 site plan of 160 multi-family dwelling plan with regard to water supply		
	22-Jan-02	BOS Resolution 02-024	CV Master Plan 39.1.6 limits development pending construction of capacity improvement to Hwy 1 CV Master Plan 39.3.2.1 calls for semi annual monitoring of traffic volumes & deferral of development if certain volumes reached On 12/11/01 report indicates critical volume reached on Seg 3 (ford rd to grade) & seg 7 (shulte to san carlos Subdivisions shall be denied pending left turn on segments 6 & 7 Except, Res Subdivision Applications submitted before Oct 19, 1999 may proceed This Augments Resolutions 99-379 & 01-133		
County	1/22/2002	BOS Resolution 02-024	(same as above)		

	7/26/2004	Memo to Planning Director from Planner	Status update of 172 project alternative
County	7/26/2004	Memo to Planning Director from Planner	Status update of 172 project alternative
	7/28/2004	Rosenthal to Public Works	Request to recalculate costs of drainage
County	7/28/2004	Rosenthal to Public Works	Request to recalculate costs of drainage
	8/16/2004	CV LUAC minutes	Deny project due to a variety of things including red tag, traffic, water, sewer
	8/16/2004	Interdepartmental Review	Check sheet
County	8/16/2004	Interdepartmental Review	Check sheet
			Includes Referral sheets - shows Incomplete from WRA, Health, Parks
			Includes LUAC minutes from 8/16/2004
County	8/16/2004	Incomplete Parks Dept	Recreational Requirements
	8/26/2004	County (P. Kelly) to Nader	Letter with departmental review status
County	8/26/2004	County (P. Kelly) to Nader	Letter with departmental review status
	9/28/2004	Bestor to County (Patrick Kelly)	Supplemental data requested in 8/26/04 letter
County	9/28/2004	Bestor to County (Patrick Kelly)	Supplemental data requested in 8/26/04 letter
	10/4/2004	Fax from Laith to T. Schmidt	(Cover Sheet only) Sent EIR, Tentative Map, Plan & Profile, Letter from C. Hooper
County	10/4/2004	Fax from Laith to T. Schmidt	(Cover Sheet only) Sent EIR, Tentative Map, Plan & Profile, Letter from C. Hooper
	10/12/2004	M. Noel to T. Schmidt	Redevelopment Agency Review (Incomplete)
	10/12/2004	M. Noel to T. Schmidt	Redevelopment Agency Review (Incomplete)
County	10/19/2004	County Application Information (Accela)	Grading for Storm Drain applied for 2/12/2002
County	10/22/2004	Incomplete Parks Dept	Recreational Requirements (duplicate from 8/16/2004)
	10/25/2004	Interdepartmental Review	Status - Incomplete (Water Resources, Environmental Health, Fire)
	10/25/2004	Interdepartmental Review	Status - Incomplete (Water Resources, Environmental Health, Fire)
	10/25/2004	Letter from County (Schmidt) to Agha	Completeness Review
County	10/25/2004	Letter from County (Schmidt) to Agha	Completeness Review
	10/27/2004	County Memo to File	Telephone conversation with applicant; re: 172 units of affordable housing
County	10/27/2004	County Memo to File	Telephone conversation with applicant; re: 172 units of affordable housing
	11/1/2004	Bestor to County (Dale Ellis)	Explanation of 172 unit project (on 4 lots) as alternative to 20 unit project
County	11/1/2004	Bestor to County (Dale Ellis)	Explanation of 172 unit project (on 4 lots) as alternative to 20 unit project
	11/22/2004	Nader to County (Dale Ellis)	Request for clarification after change of planners
County	11/22/2004	Nader to County (Dale Ellis)	Request for clarification after change of planners regarding direction given on affordable housing project
	12/23/2004	Bestor to Nader	Bestor demand for payment and explanation of work
2005			
	1/5/2005	Bestor to County (Dale Ellis)	Resend of 11/1/2004 letter that was previously unsigned
County	1/5/2005	Bestor to County (Dale Ellis)	Resend of 11/1/2004 letter that was previously unsigned
	1/18/2005	EIR Project Planning Conference	
County	1/18/2005	EIR Project Planning Conference	Water supply, water quailty, wasterwater
	1/28/2005		EIR Project Planning Conference Call
	3/9/2005	County to Durell	Reassignment of Planners to Bob Schubert
County	3/18/2005	Rosenthal to County	Formal withdrawl of 172 project, discussion of water, traffic
	9/6/2005	Durell to County (D. Ellis)	Request of refund in the amount $6975
County	9/6/2005	Durell to County (D. Ellis)	Request of refund in the amount $6975
	12/22/2005	County Request for Proposals	Request for Proposals for EIR
2006			
	1/8/2006	email Culbertson to Schubert	clarification on RFP for EIR
County	1/8/2006	email Culbertson to Schubert	clarification on RFP for EIR
County	1/9/2006	Certificate of Liablity Insurance	Monterey County Officers, Agents and Employe Liablity Policy
	1/15/2006	email Culbertson to Schubert	Suggests Nader vet his technical studies throug ounty process then start EIR
County	1/15/2006	email Culbertson to Schubert	Suggests Nader vet his technical studies through County process then start EIR
	1/17/2006	email Culbertson to Schubert	questions regarding conference call
County	1/17/2006	email Culbertson to Schubert	questions regarding conference call
	1/18/2006	email Culbertson to Schubert	questions regarding conference call
County	1/18/2006	email Culbertson to Schubert	questions regarding conference call
	1/20/2006	Bestor Tentative Map (Marked up) and Letter to Nader	Lot 21 showing six triplexes
	1/20/2006	Bestor to Nader	w/CA Planning and Zoning laws describing density bonuses
County	3/20/2006	County (Knaster) to Rosenthal	Response to 2/14 letter and selection of EIR consultant - Nader protesting firm selection from San Diego
	4/6/2006	Bestor to County (Schubert)	Provide duplicate package from 2001 and 2004
County	4/6/2006	Bestor to County (Schubert)	Provide duplicate package from 2001 and 2004
	4/10/2006	Bestor to Lombardo	Rationale for 36" culvert with plans, and detention pond plans if large housing development, includes letter fron
	4/19/2006	email Schaffner to Schubert	Coordination of technical studies and outstanding studies
	4/20/2006	County (Schubert) to Nader	Request for additional reports needed for EIR (update of 1978 geotech report, tree location map, AMBAG air ph
County	4/20/2006	County (Schubert) to Nader	Request for additional reports needed for EIR (update of 1978 geotech report, tree location map, AMBAG air ph
	4/27/2006	Lombardo to Lunquist	Drainage issues
	5/9/2006	Bestor to Nader	Inclusionary housing proposal and discussion of water being used from well
	6/12/2006	Fax to Wurz and Nader from County (Onciano)	Copy of 4/20/06 leter from Schubert
	7/6/2006	Tentative Map Provided by Agha	(See Stroh letter of 12/27/07) Includes Inclusionary Housing
		Revised tentative map	
	7/10/2006	Bestor to County (Schubert)	Response to 4/20/06 letter showing inclusionary housing
County	7/10/2006	Bestor to County (Schubert)	Response to 4/20/06 letter showing inclusionary housing
	7/10/2006	County Memo Requesting refund of project fees	
County	7/10/2006	County Memo Requesting refund of project fees	w/ receipt of fees $6975
County	7/21/2006	Memo to Schubert from Noel	Review of compliance for Inclusionary Housing Ordinance - exceeds requirement
County	7/21/2006	County Request for Proposals	County Request for Proposals for EIR (supercedes 12/22/2005 RFP)
			*project description states application date was 8/1/99 and first deemed incomplete 8/26/99 and remains incon
			*water description states, "water is proposed to be supplied by Cal Am for potable use, and by a mutual water s
			"A key issue to be addressed in the EIR is the integration of water supply considerations in the land use decision
County	7/25/2006	Interdepartmental Reivew Fire	Complete - with conditions
County	7/27/2006	Pease to Schubert	Clarification on EIR
	7/31/2006	Fax Schubert to S. Shaffner	Revised Competitive Bidding/Vendor Selection EIR
	7/31/2006	Email from Schubert to T. Wissler	Clarification on RFP for EIR
	7/31/2006	Interdepartmental Reivew Check Sheet	
County	7/31/2006	Interdepartmental Review	List of all projects waiting for review on 7/31/2006
County	7/31/2006	Interdepartmental Reivew Public Works	Complete - PW previously deemed incomplete, but EIR will satisfy traffic concerns
*** County	7/31/2006	Interdepartmental Review WRA	Complete - with conditions of approval including water use and well information **this is an exampl
County	7/31/2006	Interdepartmental Review Health	Incomplete - Need full description of project + septic + water issues
County	7/31/2006	Interdepartmental Reivew Parks	Complete - Fees required
	8/2 - 8/9/20C	Fax cover sheets from B. Schubert	(No attachments, only cover sheets to a variety of people)
County	8/2 - 8/9/20C	Fax cover sheets from B. Schubert	(No attachments, only cover sheets to a variety of people)
	8/3/2006	County to Nader	Notice that all items are complete except Environmental Health
County	8/3/2006	County to Nader	Notice that all items are complete except Environmental Health
	8/7/2006	County (Noel) to Nader	Inclusionary housing requirements
County	8/7/2006	County (Noel) to Nader	Inclusionary housing requirements
County	8/18/2006	Culbertson, Adams Assoc to Schubert	Proposal and Budget for Vista Nadura EIR
	8/28/2006	EMC Planning	Proposal and Budget for Vista Nadura EIR
County	8/31/2006	Memo Schubert to PW	Sharing proposals of EIR
County	8/31/2006	Culbertson, Adams Assoc to Schubert	Revised cost estimate for EIR proposal
County	8/31/2006	Memo Schubert to WRA	Sharing proposals of EIR
County	8/31/2006	Culbertson, Adams Assoc to Schubert	Revised cost estimate for Eir proposal. Includes orginal proposal as well.
	9/8/2006	email Schaffner to Schubert	Revised cost estimate for EIR proposal (no attachement)
County	9/8/2006	email Schaffner to Schubert	Revised cost estimate for EIR proposal (with attachment)
County	11/3/2006	County Activity Workflow Hisotry for Grading Permit	Last comment on 11/3/2006 says permit must be renewed and finaled before being cleared.

County	12/22/2006	Schubert to Nader	Follow up from 9/28/2006 regarding EMC selection for EIR
2007			
	10/29/2007	Email from County (VanHorn) to County (Stroh)	Resent conditions dated 07/31/06
County	11/8/2007	Unknown author	Notes regarding Nov 30th letter to be sent
County	11/9/2007	Development Chronology for Vista Nadura	Provided to County from Bestor
County	11/9/2007	Email From VanHorn to Stroh	Resent conditions dated 07/31/06
County	11/9/2007	Fax Bestor to Nader	Copy of correspondence sent from County to Nader
	11/9/2007	Agha Submitted Packet of Docs at meet	(This is referenced in Stroh letter of 12/27/07
	12/27/2007	Dept of Health Letter Allen Stroh	Prior Incomplete notice of 9/23/03
			Prior Incomplete notice of 7/31/06
			Agha claims responsive docs to above were provided
			Some info may have been lost or misplaced
			Need to recreate missing documents
			Need
			1) Complete proj description
			2) Map of project relative to wastewater study
			3) Soils & Perc test report
			4) 72 hour capacity test on well
			5) Water supply info required under Title 19
			EIR will be conducted
			WasteWater Issues
			(community septic system not acceptable)
			Report provided by Hooper to Beretti on 10/1/03
			had soil logs & perc tests - not sufficient
			May be able to hook up to Carmel Wastewater Dist *
			Water Supply
			MCC 15.04.040 & 19.03.015 require documentation
			of water rights prior to consideration of the application
			as complete
			Also requires investigation of feasibility of consolidate
			with another water system for application to be
			deemed complete
			Must provide a technical, managerial & financial
			document prior to an application being complete
County	12/27/2007	Dept Health Letter Allen Stroh	(same as above)
2008	2/21/2008	Bestor to County (Stroh) Draft Letter	Response to 12/27/07 incomplete items
	2/21/2008	Bestor to County (Stroh) Final Letter	
	3/18/2008	County (Stroh) to Nader	Response to Bestor letter 3/24/08 showing remaining incomplete items and process for completion
	3/25/2008	?? To Nader	Summary of Stroh 12/27/07 letter
	4/4/2008	Fax from Bestor to Messenger	Nader's chronology of events, letter from 12/27/08, letter from Bestor 2/21/08, letter from County 3/18/08, tent
	5/6/2008	Notice of Violation (Drainage)	10/15/2004 County first noted violation for con[illegible]uction of drainage
			4/29/2008 County inspector observed violatio[illegible]ains
County	5/6/2008	Notice of Violation (Drainage)	(same as above)
	5/14/2008	Bestor to Nader	Summary of 4/30/08 meeting with Health Department (water)
	6/4/2008	County (VanHorn) to Nader	Follow up of 4/30/08 meeting outlining outstanding incomplete items
	6/10/2008	email County (Sandoval) to Bestor	Provides application for pump test, and proof o[illegible]ng term water supply
	6/11/2008	Messenger to Nader	Notice of conflict of interest, recommendation [illegible]other attorneys
County	7/21/2008	email Mack to Herrington	Requesting additional info on compliance of Drainage CE ***shows that Bestor thought the matter had bee
	7/31/2008	Salinas Pump Company	Invoice for 72 hour pump test
			Includes County Source Capacity Test
	9/4/2008	County (VanHorn) to Nader	Document phone conversation, Nader agrees to connect to CAWD for sewer, water issues remain
	9/18/2008	Salinas Pump Company	Pump Test Data Sheet
			8 hour pump test
	10/21/2008	Carmel Area Wastewater District to Nader	Draft letter of Sewer Service Availability
	10/28/2008	Rosenthal to County Counsel	Judge Silver's findings regarding discharge at Carmel Valley Road was historically the natural exit point for draina
			Court heard case 1/10/2000
2009			
	2/19/2009	Fax from Bestor to Health	Water Quality test results 2/12/2009
	7/7/2009	MCC 19.03.010 Tentative Map Contents	Adopt code section listing dozens of required docs
		Ord 5135 sect 60	and pieces of information for a tentative map
			Replaced Ord 4082 & 3855 - 1996
2010	10/28/2010	County (Schubert) to Nader	Letter reminding moratorium on subdivisions due to traffic
			General Plan update stating subidvisions must follow new General Plan
	12/17/2010	County (VanHorn) to Nader	States that since 2006, EH has been working with Nader to get the project to complete status
			Do not have can and will from CAD for wastewater, CAD says will have to amend the sphere of influence
2011			
	2/1/2011	MPWMD to Durell	Water credits to be determined with abandonment of use
	4/18/2011	??	Notes regarding incomplete items
	8/30/2011	D. Agha to MPWMD (Pintar)	Confirmation that property has not changed in use
	9/7/2011	fax from Schubert to Aaron Johnson	Includes letters from 11/3/2010 and 2006 incompletes
	9/7/2011	fax from Schubert to Aaron Johnson	Includes 7/12/2011 memo, 12/10/2010 letter, 10/28/2010
	9/7/2011	Accela Printout	County records showing status of project
	9/13/2011	Aaron to County	Request to delay initial hearing pending MCWMD
	10/5/2011	Liz to MPWMD	Request for water credits
	11/15/2011	County (VanHorn) to County (Schubert)	Environmental Health considers project Incomplete
	12/19/2011	MPWMD to Durell	Same letter as 2/1/2011 (water credits to be determined with abandonment of use)
2012	4/11/2012	L from MPWMD: Water Credit Inquiry Vista Nadura	Response from MPWMD saying that March 1, 1999 letter is not documentation of a Water Use Credit
			Includes all previous responses from MPWMD back to March 1, 1999
	4/17/2012	L from Durell to Aaaron	Re: 4/11/2012 reponse from S. Pintar
2013			
	6/25/2013	Adopt MCC 19.01.025 Technical Review	County Staff shall conduct a Technical review of all
			Subdivisions / Tentative Maps to
			Recommend designs, improvements, compliance with law
			to make recommendations to Planning & BOS
			** This replaced Minor Subdivision Committee method
			former 19.01.025 & Ord No 3797 (1994)
			and Ord No 5135 sect 55 (July 7, 2009)
		Adopt Ord 5218 sect 3 Repeal Subdivision Comm	BOS repeals Standard Subdivision Committee
			Planning commission named proper decision making
			body for subdivisions (19.01.035)

		8/12/2013	MPWMD Water Credit Inquiry	Discussion of how water calculation will be made (Group I Water Use Credit for permanent abandonment of 34 I
		8/19/2013	MPWMD Water Credit Inquiry cont.	Statement that March 1, 1999 letter was not a statement of water credits
		8/20/2013	Email D. Stoldt MPWMD to Nader	Same letter as 8/19/2013
2017		1/3/2017	Records request to P. Silkwood	Durrell Agha reviewed 21 boxes in 2003 and files were destroyed with her permission after that review
		3/6/2017	L from M&H re: request for Director's Interpretation	Related timeline and status inquiry with County staff
		3/21/2017	Internal correspondence re: review of timeline	
		7/19/2017	Memo from C. Holm	Supplemental Procedures for Administrative Interpretations
2018				
	County	3/13/2018	County notes of complaints	Most recent is current code violations
	County	3/15/2018	Ruiz Code Enforcement Documentation	Entire packet of documentation, includes:
				notes on drainage issue
**	County	3/21/2018	County Proof of Service	orginal violation in 2001 was grading without a permit - (I believe grading permit was eventually issued, no addit
	County	4/6/2018	Email Agha to Ruiz	Request for extension and explanation for carport conversion
	County	4/9/2018	Email Agha to Ruiz	Do not need business permit in County
	County	4/16/2018	Email Hart to Bolwing/Ruiz	Request for add'l information on code violation; dispute some claims
	County	4/16/2018	vistanadura.com	website info regarding Vista Nadura equestrian center
	County	5/1/2018	Email Quenga to Hart/Roberts	Zoning prior to 1948 to establish commecial stables
	County	5/4/2018	County to Agha	Extended Compliance date 7/2/2018
	County	5/29/2018	Laith to County	Permission for Jim Vocelka (architect) to address citation
		6/8/2018	Hart to Quenga/Bowling	Request for dismissal of certain allegations related to CE020016, evidence included
	County	6/8/2018	Hart to Quenga/Bowling	Request for dismissal of certain allegations related to CE020016, evidence included
	County	6/8/2018	Permit Process Evaluation	Info to property owner to help assist in applying for permits
		6/27/2018	From County (B. Briggs) to Paul Hart	County Counsel response to P. Hart letter June 8, 2018 stating violations exist
	County	6/27/2018	From County (B. Briggs) to Paul Hart	County Counsel response to P. Hart letter June 8, 2018 stating violations exist
	County	7/2/2018	Email L. Agha to J. Bowling	Request for code compliance extention
	County	7/3/2018	Code Compliance Checklist	Code Compliance for CE020016
	County	7/3/2018	County to Agha	Extension of Code Compliance Date
	County	7/5/2018	Email P. Hart to J. Dy (County)	Records request
	County	Aug-18	County	Information Security Standards

Baseline - Water use.

Lead Case

Carmel Valley - September Ranch

1995 - 2001

Save Our Peninsula Committee v. Monterey County Bd. of Supervisors, 87 Cal. App. 4th 99

Copy Citation

Court of Appeal of California, Sixth Appellate District

February 15, 2001, Decided

No. H020900, No. H020933.

Reporter

87 Cal. App. 4th 99 * | 104 Cal. Rptr. 2d 326 ** | 2001 Cal. App. LEXIS 110 *** | 2001 Cal. Daily Op. Service 1412 | 2001 Daily Journal DAR 1721

SAVE OUR PENINSULA COMMITTEE et al., Plaintiffs and Respondents, v. MONTEREY COUNTY BOARD OF SUPERVISORS, Defendant and Respondent; SEPTEMBER RANCH PARTNERS et al., Real Parties in Interest and Appellants.SIERRA CLUB et al., Plaintiffs and Respondents, v. COUNTY OF MONTEREY et al., Defendants and Respondents; SEPTEMBER RANCH PARTNERS et al., Real Parties in Interest and Appellants.

Subsequent History: Related proceeding at Save Our Carmel River v. Monterey Peninsula Water Management Dist., 141 Cal. App. 4th 677, 46 Cal. Rptr. 3d 387, 2006 Cal. App. LEXIS 1124 (Cal. App. 6th Dist., 2006)
Related proceeding at Bernardi v. County of Monterey, 2008 Cal. App. LEXIS 1710 (Cal. App. 6th Dist., Sept. 30, 2008)

Prior History: [***1] Superior Court of California, Monterey County. Superior Court No.: M42412. Monterey County Super. Ct. No. M42485. The Honorable Richard M. Silver.

Disposition: The judgment granting a peremptory writ of mandate is reversed in part and affirmed in part. The matter is remanded to the superior court with directions that the court issue a new writ of mandate ordering the Monterey County Board of Supervisors to vacate Resolution No. 98-500, including the approval of any permits or entitlements for the project described in that Resolution, and to vacate the certification of the Environmental Impact Report prepared in regard to the project. The Board shall be ordered not to take any further action to approve the project without the preparation, circulation and consideration under CEQA of a legally adequate Environmental Impact Report with regard to the water issues discussed in this opinion.

The portion of the superior court's judgment granting a writ of mandate and directing that the Board prepare a revised Environmental Impact Report to include further discussion regarding mitigation of traffic impacts is reversed.

The superior court's order awarding attorney fees is hereby vacated. Upon [***2] remand, the court may issue a new order, in light of our disposition herein, or may reinstate the same order.

The parties are to bear their own costs on appeal.

Core Terms

baseline, Valley, mitigation, acre-feet, pumping, irrigated, traffic, water use, applicants, riparian right, impacts, conditions, per year, aquifer, Guidelines, offset, mitigation measures, environmental review process, traffic impact, Resources, draft eir, final eir, reduction, estimate, projects, figures, pastureland, segments, parcel, comments

Case Summary

Procedural Posture
Respondent environmental groups sought writs of mandate to challenge certification of appellant developers' environmental impact report (EIR) and the respondent board's findings. The Monterey County Superior Court, California, granted the writs, holding the EIR was inadequate under the California Environmental Quality Act (CEQA), Cal. Pub. Res. Code § 21000 et seq., as to traffic and water issues. Appellants sought review.

Overview

The EIR initially established a water-use baseline of 45 acre-feet per year, based on the appellants' representation that some of the acreage was irrigated land, without documentation prior to 1997, but ultimately the baseline determination was referred to the board which could choose among various calculations. The figures did not reflect water actually used for irrigating the property. This violated the basic principles of CEQA, which required that an EIR start with a description of the existing environment, preferably before the EIR process began. Thus, the respondent board's decision was not supported by the evidence and was an abuse of its discretion. The impact of transferring water credits as mitigation, and the appellants' asserted riparian rights arose so late in the process, and so changed the EIR, the public was deprived of a meaningful opportunity to comment. Therefore, the trial court's ruling on the water use issues was correct. As to the traffic issues, the EIR acknowledged that the project would cause a significant impact on traffic, and recommended that the impacts be mitigated by payment of in-lieu fees. Thus the traffic discussion in the EIR was adequate.

Outcome

With regard to the water issues, the judgment granting a peremptory writ of mandate was affirmed and the matter was remanded for a new writ of mandate ordering vacation of the EIR certification, and ordering the preparation, circulation and consideration under CEQA of an adequate EIR. As to the traffic issues, the judgment granting the writ and directing a new EIR to include discussion of traffic mitigation was reversed.

LexisNexis® Headnotes

Administrative Law > Judicial Review > Standards of Review > General Overview
Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN1 **Judicial Review, Standards of Review**

In a mandate proceeding to review an agency's decision for compliance with the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq., the scope and standard of appellate review is the same as the trial court's and the lower court's findings are not binding on the appellate court. More like this Headnote

Shepardize - Narrow by this Headnote (10)

Administrative Law > Judicial Review > Administrative Record > General Overview
View more legal topics

HN2 **Judicial Review, Administrative Record**

The appellate court reviews the administrative record to determine whether the agency prejudicially abused its discretion. Abuse of discretion is established if the agency has not proceeded in a manner required by law or if the determination or decision is not supported by substantial evidence. Cal. Pub. Res. Code § 21168.5. "Substantial evidence" is defined in the California Environmental Quality Act Guidelines, Cal. Code Regs. tit. 14, § 15000 et seq., as enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached. Whether a fair argument can be made is to be determined by examining the entire record. Mere uncorroborated opinion or rumor does not constitute substantial evidence. Cal. Code Regs. tit. 14, § 15384(a). More like this Headnote

Shepardize - Narrow by this Headnote (48)

Administrative Law > Judicial Review > Standards of Review > General Overview
Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview
Evidence > ... > Presumptions > Particular Presumptions > Regularity

HN3 **Judicial Review, Standards of Review**

The agency is the finder of fact and the appellate court must indulge all reasonable inferences from the evidence that would support the agency's determinations and resolve all conflicts in the evidence in favor of the agency's decision. In reviewing an agency's decision to certify an environmental impact report, the court presumes the correctness of the decision. More like this Headnote

Shepardize - Narrow by this Headnote (35)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN4 **Natural Resources & Public Lands, National Environmental Policy Act**

The environmental impact report (EIR) is the heart of the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq., and the integrity of the process is dependent on the adequacy of the EIR. More like this Headnote

Shepardize - Narrow by this Headnote (8)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN5 **Natural Resources & Public Lands, National Environmental Policy Act**

The ultimate decision of whether to approve a project, be that decision right or wrong, is a nullity if based upon an environmental impact report (EIR) that does not provide the decision-makers, and the public, with the information about the project that is required by the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq. The error is prejudicial if the failure to include relevant information precludes informed decisionmaking and informed public participation, thereby thwarting the statutory goals of the EIR process. More like this Headnote

Shepardize - Narrow by this Headnote (16)

Administrative Law > Judicial Review > Standards of Review > Abuse of Discretion
Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN6 Standards of Review, Abuse of Discretion
When the informational requirements of the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq., are not complied with, an agency has failed to proceed in a manner required by law and has therefore abused its discretion. Cal. Pub. Res. Code §§ 21168.5, 21005(a). More like this Headnote

Shepardize - Narrow by this Headnote (20)

Administrative Law > Judicial Review > Standards of Review > General Overview
Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN7 Judicial Review, Standards of Review
Although the agency's factual determinations are subject to deferential review, questions of interpretation or application of the requirements of the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq., are matters of law. While an appellate court may not substitute its judgment for that of the decisionmakers, it must ensure strict compliance with the procedures and mandates of the statute. More like this Headnote

Shepardize - Narrow by this Headnote (19) 1

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN8 Natural Resources & Public Lands, National Environmental Policy Act
Without a determination and description of the existing physical conditions on the property at the start of the environmental review process, the environmental impact report cannot provide a meaningful assessment of the environmental impacts of the proposed project. Cal. Pub. Res. Code §§ 21100(a), 21060.5. More like this Headnote

Shepardize - Narrow by this Headnote (8) 1

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN9 Natural Resources & Public Lands, National Environmental Policy Act
Before the impacts of a project can be assessed and mitigation measures considered, an environmental impact report must describe the existing environment. It is only against this baseline that any significant environmental effects can be determined. California Environmental Quality Act Guidelines, Cal. Code Regs. tit. 14, §§ 15125(a), 15126.2(a). More like this Headnote

Shepardize - Narrow by this Headnote (8)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN10 Natural Resources & Public Lands, National Environmental Policy Act
Because the chief purpose of the environmental impact report (EIR) is to provide detailed information regarding the significant environmental effects of the proposed project on the physical conditions which exist within the area, it follows that the existing conditions must be determined, to the extent possible, in the EIR itself. Cal. Pub. Res. Code § 21060.5. More like this Headnote

Shepardize - Narrow by this Headnote (12)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN11 Natural Resources & Public Lands, National Environmental Policy Act
The agency has the discretion to resolve factual issues and to make policy decisions regarding an environmental impact report. If the determination of a baseline condition requires choosing between conflicting expert opinions or differing methodologies, it is the function of the agency to make those choices based on all of the evidence. More like this Headnote

Shepardize - Narrow by this Headnote (4)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN12 Natural Resources & Public Lands, National Environmental Policy Act
If an environmental impact report (EIR) presents alternative methodologies for determining a baseline condition, the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq., requires that each alternative be supported by reasoned analysis and evidence in the record so that the decision of the agency is an informed one. The EIR must set forth any analysis of alternative methodologies early enough in the environmental review process to allow for public comment and response. This is particularly important in a case where water issues are a matter of widespread public concern, and where the determination of the figure for baseline water usage dictates the density of the proposed project. More like this Headnote

Shepardize - Narrow by this Headnote (20)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN13 Natural Resources & Public Lands, National Environmental Policy Act
The environmental impacts of the proposed project must be measured against the real conditions on the ground. More like this Headnote

Shepardize - Narrow by this Headnote (6) 1

Administrative Law > Judicial Review > General Overview
Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN14 Administrative Law, Judicial Review
Judicial review does not allow for a reweighing of the evidence and determinations in an environmental impact report (EIR) must be upheld if they are supported by substantial evidence. However, an EIR must focus on impacts to the existing environment, not hypothetical situations. And mere uncorroborated opinion or rumor does not constitute substantial evidence. California Environmental Quality Act Guidelines, Cal. Code Regs. tit. 14, § 15384(a). More like this Headnote

Shepardize - Narrow by this Headnote (7)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN15 Natural Resources & Public Lands, National Environmental Policy Act
The California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq., requires that the preparers of the environmental impact report (EIR) conduct the investigation and obtain documentation to support a determination of pre-existing conditions. This is a crucial function of the EIR. More like this Headnote

Shepardize - Narrow by this Headnote (2)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN16 Natural Resources & Public Lands, National Environmental Policy Act
An adequate environmental impact report requires more than raw data; it requires also an analysis that will provide decision makers with sufficient information to make intelligent decisions. California Environmental Quality Act Guidelines, Cal. Code Regs. tit. 14, § 15151. More like this Headnote

Shepardize - Narrow by this Headnote (4)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN17 Natural Resources & Public Lands, National Environmental Policy Act
See Cal. Code Regs. tit. 14, § 15125(a). More like this Headnote

Shepardize - Narrow by this Headnote (0)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN18 Natural Resources & Public Lands, National Environmental Policy Act
See Cal. Code Regs. tit. 14, § 15126.2. More like this Headnote

Shepardize - Narrow by this Headnote (0)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN19 Natural Resources & Public Lands, National Environmental Policy Act
The significance of a project's impacts cannot be measured unless the environmental impact report first establishes the actual physical conditions on the property. In other words, baseline determination is the first rather than the last step in the environmental review process. More like this Headnote

Shepardize - Narrow by this Headnote (11)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN20 Natural Resources & Public Lands, National Environmental Policy Act
For purposes of environmental impact reports, the date for establishing baseline cannot be a rigid one. Environmental conditions may vary from year to year and in some cases it is necessary to consider conditions over a range of time periods. In some cases, conditions closer to the date the project is approved are more relevant to a determination whether the project's impacts will be significant. More like this Headnote

Shepardize - Narrow by this Headnote (12) 2

Administrative Law > Judicial Review > Standards of Review > Abuse of Discretion
Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN21 Standards of Review, Abuse of Discretion
If an environmental impact report (EIR) fails to include relevant information and precludes informed decisionmaking and public participation, the goals of the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq., are thwarted and a prejudicial

abuse of discretion has occurred. Cal. Pub. Res. Code § 21005(a). The appellate court's role, as a reviewing court, is not to decide whether the board acted wisely or unwisely, but simply to determine whether the EIR contained sufficient information about a proposed project, the site and surrounding area, and the projected environmental impacts arising as a result of the proposed project or activity to allow for an informed decision. More like this Headnote

Shepardize - Narrow by this Headnote (21)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN22 Natural Resources & Public Lands, National Environmental Policy Act
An environmental impact report is required to discuss the impacts of mitigation measures. More like this Headnote

Shepardize - Narrow by this Headnote (1)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN23 Natural Resources & Public Lands, National Environmental Policy Act
See Cal. Code Regs. tit. 14, § 15126(c) (now found at Cal. Code Regs. tit. 14, § 15126.4(a)(1)(D)). More like this Headnote

Shepardize - Narrow by this Headnote (0)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN24 Natural Resources & Public Lands, National Environmental Policy Act
Cal. Code Regs. tit. 14, § 15126(g), now found at § 15126.2(d), provided that the growth-inducing impact of the proposed action must be discussed in the environmental impact report, including the ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. More like this Headnote

Shepardize - Narrow by this Headnote (1)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN25 Natural Resources & Public Lands, National Environmental Policy Act
If, subsequent to the period of public and interagency review, the lead agency adds significant new information to an environmental impact report (EIR), the agency must issue new notice and must recirculate the revised EIR, or portions thereof, for additional commentary and consultation. Cal. Pub. Res. Code §21092.1; California Environmental Quality Act Guidelines, Cal. Code Regs. tit. 14, § 15088.5(a). The revised environmental document must be subjected to the same critical evaluation that occurs in the draft stage, so that the public is not denied an opportunity to test, assess, and evaluate the data and make an informed judgment as to the validity of the conclusions to be drawn therefrom. More like this Headnote

Shepardize - Narrow by this Headnote (7)

Real Property Law > Water Rights > Riparian Rights
View more legal topics

HN26 Water Rights, Riparian Rights
A valid riparian right can be established if: (1) the property is contiguous to the water course; (2) the property is within the watershed of the water course; and (3) the riparian right has not been severed through subdivision or separate conveyance. More like this Headnote

Shepardize - Narrow by this Headnote (0)

Real Property Law > Water Rights > Riparian Rights
View more legal topics

HN27 Water Rights, Riparian Rights
In times of shortage a riparian owner must share water with other riparian users, but its rights are superior to the rights of appropriators. More like this Headnote

Shepardize - Narrow by this Headnote (0)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN28 Natural Resources & Public Lands, National Environmental Policy Act
The requirement in Cal. Pub. Res. Code § 21092.1 that an environmental impact report (EIR) be recirculated when significant new information is added is not intended to promote endless rounds of revision and recirculation of EIR's. Recirculation is intended to be the exception, rather than the general rule. More like this Headnote

Shepardize - Narrow by this Headnote (6)

Administrative Law > Judicial Review > Standards of Review > Substantial Evidence
Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview
Evidence > ... > Presumptions > Particular Presumptions > Regularity

HN29 Standards of Review, Substantial Evidence
In an appeal of an agency's approval of an environmental impact report (EIR), the court presumes the correctness of the agency's decision

and the petitioners thus bear the burden of proving that the EIR is legally inadequate or that the record does not contain substantial evidence to support the agency's decision. The substantial evidence rule does not require certainty; substantial evidence is enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached. California Environmental Quality Act Guidelines, Cal. Code Regs. tit. 14, § 15384(a). Where the dispute is whether adverse affects could be better mitigated, the appellate court does not weigh the evidence and determine who has the better argument. More like this Headnote

Shepardize - Narrow by this Headnote (43)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN30 Natural Resources & Public Lands, National Environmental Policy Act
The California Environmental Quality Act (CEQA), Cal. Pub. Res. Code § 21000 et seq., requires that an environmental impact report indicate the ways in which a project's significant effects can be mitigated, by setting forth mitigation measures proposed to minimize significant effects on the environment. Cal. Pub. Res. Code §§ 21100(b)(3), 21002.1(a), 21061. The discussion should identify mitigation measures which could reasonably be expected to reduce adverse impacts if required as conditions of approving the project. CEQA Guidelines, Cal. Code Regs. tit. 14, former § 15126(c), now § 15126.4(a)(1)(A). More like this Headnote

Shepardize - Narrow by this Headnote (9)

Environmental Law > Natural Resources & Public Lands > National Environmental Policy Act > General Overview

HN31 Natural Resources & Public Lands, National Environmental Policy Act
Fee-based infrastructure mitigation programs have been found to be adequate mitigation measures under the California Environmental Quality Act (CEQA), Cal. Pub. Res. Code § 21000 et seq. The CEQA Guidelines (Guidelines), Cal. Code Regs. tit. 14, § 15000 et seq., also recognize that when an impact is not unique to a single project, but is instead the result of cumulative conditions, the only feasible mitigation may involve adoption of ordinances or other regulations designed to address the cumulative impact. § 15130(c). Section 15130 of the Guidelines now specifically provides that an environmental impact report may determine that a project's contribution to a cumulative impact may be mitigated by requiring the project to implement or fund its fair share of a mitigation measure or measures designed to alleviate the cumulative impact. § 15130(a)(3). More like this Headnote

Shepardize - Narrow by this Headnote (21) 1

Business & Corporate Compliance > ... > Environmental Law > Land Use & Zoning > Comprehensive & General Plans
Environmental Law > Administrative Proceedings & Litigation > Judicial Review
Governments > Local Governments > Employees & Officials
View more legal topics

HN32 Land Use & Zoning, Comprehensive & General Plans
When an appellate court reviews an agency's decision for consistency with its own general plan, it accords great deference to the agency's determination. This is because the body which adopted the general plan policies in its legislative capacity has unique competence to interpret those policies when applying them in its adjudicatory capacity. Because policies in a general plan reflect a range of competing interests, the governmental agency must be allowed to weigh and balance the plan's policies when applying them, and it has broad discretion to construe its policies in light of the plan's purposes. A reviewing court's role is simply to decide whether the city officials considered the applicable policies and the extent to which the proposed project conforms with those policies. More like this Headnote

Shepardize - Narrow by this Headnote (40) 2

Headnotes/Syllabus

Summary
CALIFORNIA OFFICIAL REPORTS SUMMARY

In separate writ proceedings initiated by opponents of a proposed residential development project, pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.), which were consolidated for administrative purposes at trial, the trial court found that the project's environmental impact report (EIR) was legally inadequate and directed the county board of supervisors to vacate certification of the EIR and to prepare and circulate a legally adequate EIR with respect to specified water and traffic issues. (Superior Court of Monterey County, Nos. M42412 and M42485, Richard M. Silver, Judge.)

The Court of Appeal reversed in part and affirmed in part, remanding the matter to the trial court with directions to issue a new writ of mandate ordering the county board of supervisors to vacate the board's resolution and the certification of the EIR. The board was ordered not to take any further action to approve the project without the preparation, circulation, and consideration of a legally adequate EIR with regard to the water issues discussed in the appellate opinion. The court held that the EIR, which addressed the potential adverse impact of the project on the water supply of the surrounding area, was inadequate in its baseline water use discussion in several respects, and, consequently did not comply with CEQA (Pub. Resources Code, § 21000 et seq.) in its treatment of several critical water issues. The court also held that the EIR failed to adequately discuss, as a mitigation measure, the impact of an off-site pumping reduction on neighboring property. The court further held that the EIR failed to adequately discuss whether the property had valid riparian rights and could utilize them to support a private water system for the subdivision. The court also held that the EIR was adequate in its discussion of traffic impacts and mitigation, where the traffic analysis complied with the CEQA, substantial evidence supported the board of supervisors' conclusion that traffic impacts would be mitigated, and the board's interpretation of the pertinent master plan policy was within its

discretion and was reasonable. (Opinion by Bamattre-Manoukian, J., with Premo, Acting P. J., and Wunderlich, J., concurring.)

Headnotes

CALIFORNIA OFFICIAL REPORTS HEADNOTES

Classified to California Digest of Official Reports

CA(1a) **(1a)** CA(1b) **(1b) Pollution and Conservation Laws § 2.9—California Environmental Quality Act—Proceedings—Standard of Judicial Review.**

--In a mandate proceeding to review an agency's decision for compliance with the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.), the scope and standard of the appellate court's review is the same as the trial court's, and the lower court's findings are not binding on the appellate court. The appellate court reviews the administrative record to determine whether the agency prejudicially abused its discretion, which is established if the agency has not proceeded in a manner required by law or if the determination or decision is not supported by substantial evidence (Pub. Resources Code, § 21168.5). The agency is the finder of fact and the appellate court must indulge all reasonable inferences from the evidence that would support the agency's determinations and resolve all conflicts in the evidence in favor of the agency's decision. In reviewing an agency's decision to certify an environmental impact report (EIR), the court presumes the correctness of the decision. The project opponents thus bear the burden of proving that the EIR is legally inadequate. Although the agency's factual determinations are subject to deferential review, questions of interpretation or application of the requirements of the CEQA statute are matters of law. While the reviewing court may not substitute its judgment for that of the decision makers, the court must ensure strict compliance with the procedures and mandates of the statute.

CA(2) **(2) Pollution and Conservation Laws § 2—California Environmental Quality Act—Environmental Impact Reports.**

--The overriding purpose of the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.) is to ensure that agencies regulating activities that may affect the quality of the environment give primary consideration to preventing environmental damage. CEQA is the Legislature's declaration of policy that all necessary action be taken to protect, rehabilitate, and enhance the environmental quality of the state. The environmental impact report (EIR) is the heart of CEQA and the integrity of the process is dependent on the adequacy of the EIR. The ultimate decision of whether to approve a project, be that decision right or wrong, is a nullity if based upon an EIR that does not provide the decision makers, and the public, with the information about the project that is required by CEQA. The error is prejudicial if the failure to include relevant information precludes informed decisionmaking and informed public participation, thereby thwarting the statutory goals of the EIR process. When the informational requirements of CEQA are not complied with, an agency has failed to proceed in a manner required by law and has therefore abused its discretion (Pub. Resources Code, §§ 21168.5, 21005, subd. (a)).

CA(3a) **(3a)** CA(3b) **(3b)** CA(3c) **(3c)** CA(3d) **(3d) Pollution and Conservation Laws § 2.3—California Environmental Quality Act—Environmental Impact Reports—Sufficiency—Description of Baseline Water Use.**

--An environmental impact report (EIR) concerning a proposed residential development project, which addressed the potential adverse impact of the project on the water supply of the surrounding area, was inadequate in its baseline water use discussion in several respects, and, consequently did not comply with the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) in its treatment of several critical water issues. Specifically, the EIR failed to investigate and present evidence to support the assumption that the preproject use of water on the property was for irrigation; it introduced a new methodology for baseline determination at the end of the environmental review process without any informational discussion or opportunity for public review; and it invited the board to select a baseline among water production figures with no meaningful analysis and no showing that the figures represented water actually used on the property were consistent with historical use. As a result of these inadequacies, the county board of supervisors' decision setting baseline water use at 51 acre-feet per year was not supported by the evidence and was an abuse of discretion.

[See 4 Witkin, Summary of Cal. Law (9th ed. 1987) Real Property, § 59 et seq.]

CA(4a) **(4a)** CA(4b) **(4b) Pollution and Conservation Laws § 2—California Environmental Quality Act—Environmental Impact Reports—Determination of Existing Conditions—Investigation—Who Conducts.**

--Because the chief purpose of an environmental impact report (EIR) under the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.) is to provide detailed information regarding the significant environmental effects of the proposed project on the physical conditions that exist within the area, it follows that the existing conditions must be determined, to the extent possible, in the EIR itself (Pub. Resources Code, § 21060.5). On the other hand, the agency has the discretion to resolve factual issues and to make policy decisions. If the determination of a baseline condition requires choosing between conflicting expert opinions or differing methodologies, it is the function of the agency to make those choices based on all of the evidence. If an EIR presents alternative methodologies for determining a baseline condition, CEQA requires that each alternative be supported by reasoned analysis and evidence in the record so that the decision of the agency is an informed one. The EIR must set forth any analysis of alternative methodologies early enough in the environmental review process to allow for public comment and response. CEQA requires that the preparers of the EIR, rather than the agency, conduct the investigation and obtain documentation to support a determination of preexisting conditions. This is a crucial function of the EIR.

CA(5) **(5) Pollution and Conservation Laws § 2.3—California Environmental Quality Act—Environmental Impact Reports—Sufficiency—Description of Baseline Water Use—At End of Review Process.**

--In proceedings under the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.) concerning a proposed residential development project, which addressed the potential adverse impact of the project on the water supply of the surrounding area, it was not proper to rely on water production figures generated at the end of the environmental review process, rather than at the beginning, to determine a baseline water use figure. As amended, Cal. Code Regs., tit. 14, §§ 15125, subd. (a), and 15126.2, reflect and clarify a central concept of CEQA, widely accepted by the courts, that the significance of a project's impacts cannot be measured unless the EIR first establishes the actual physical conditions on the property as they exist before the commencement of the project. Thus, baseline determination is the first rather than the last step in the environmental review process. However, the date for establishing baseline cannot be a rigid one. Environmental conditions may vary from year to year and in some cases it might be necessary to consider conditions over a range of time periods.

CA(6) (6) Pollution and Conservation Laws § 2.9—California Environmental Quality Act—Proceedings—Standard of Judicial Review—Environmental Impact Reports.

--If an environmental impact report (EIR) under the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.) fails to include relevant information and precludes informed decisionmaking and public participation, the goals of CEQA are thwarted and a prejudicial abuse of discretion has occurred (Pub. Resources Code, § 21005, subd. (a)). The appellate court's role is not to decide whether the decisionmaking agency acted wisely or unwisely, but simply to determine whether the EIR contained sufficient information about a proposed project, the site and surrounding area, and the projected environmental impacts arising as a result of the proposed project or activity to allow for an informed decision.

CA(7) (7) Pollution and Conservation Laws § 2.5—California Environmental Quality Act—Environmental Impact Reports—Sufficiency—Mitigation Measures—Water Issues—Off-site Water Pumping Reduction.

--An environmental impact report (EIR) concerning a proposed residential development project, which addressed the potential adverse impact of the project on the water supply of the surrounding area, failed to adequately discuss, as a mitigation measure, the impact of an off-site pumping reduction on neighboring property. The EIR is required to discuss the effects of mitigation measures (Cal. Code Regs., tit. 14, former § 15125, subd. (c) [now § 15126.4, subd. (a)(1)(D)] and former § 15126, subd. (g) [now § 15126.2, subd. (d)]). However, there was no discussion in the EIR of the impacts of transferring water credits because the issue of the water transfer came towards the end of the review process. If, subsequent to the period of public and interagency review, the lead agency adds significant new information to an EIR, the agency must issue new notice and must recirculate the revised EIR for additional commentary and consultation (Pub. Resources Code, § 21092.1; Cal. Code Regs., tit. 14, § 15088.5, subd. (a)). The revised document must be subjected to the same critical evaluation that occurs in the draft stage. In light of the atmosphere of public concern about the water shortage, and the focused concerns expressed in the comments calling for an analysis of the feasibility of any specific offset pumping site to provide actual mitigation, the identification of the neighboring parcel late in the review process warranted further discussion and analysis and an opportunity for public response.

CA(8a) (8a) CA(8b) (8b) Pollution and Conservation Laws § 2.5—California Environmental Quality Act—Environmental Impact Reports—Sufficiency—Mitigation Measures—Water Issues—Riparian Rights.

--In writ proceedings under the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.), the trial court properly found that an environmental impact report (EIR) for a proposed residential development project, which addressed the potential adverse impact of the project on the water supply of the surrounding area, failed to adequately discuss whether the property had valid riparian rights and could utilize them to support a private water system for the subdivision. Opponents of the project did not waive their water rights claims, since the issues were adequately raised in briefing and argument before the trial court, and any failure to fully develop arguments could be partly attributed to the fact that the applicants asserted their intent to utilize their riparian rights very late in the review process. The late introduction of this theory and new information resulted in an incomplete analysis in the EIR. Furthermore, there was no opportunity for meaningful public comment and response. A supplemental EIR presented new and significant information regarding the applicants' asserted riparian rights, which raised important water issue questions and should have been recirculated to permit the public to have a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect.

CA(9) (9) Pollution and Conservation Laws § 2—California Environmental Quality Act—Environmental Impact Reports—Purpose of Public Review.

--The purpose of requiring public review of an environmental impact report (EIR) is to demonstrate to an apprehensive citizenry that the agency has, in fact, analyzed and considered the ecological implications of its action. Public review permits accountability and informed self-government. Public review ensures that appropriate alternatives and mitigation measures are considered, and permits input from agencies with expertise. Thus, public review provides the dual purpose of bolstering the public's confidence in the agency's decision and providing the agency with information from a variety of experts and sources. The primary reason that public comment is solicited is so that potential significant adverse effects of the project can be identified at the earliest possible time. The requirement in Pub. Resources Code, § 21092.1, that an EIR be recirculated when significant new information is added is not intended to promote endless rounds of revision and recirculation of EIR's. Recirculation is intended to be the exception, rather than the general rule.

CA(10a) (10a) CA(10b) (10b) Pollution and Conservation Laws § 2.5—California Environmental Quality Act—Environmental Impact Reports—Sufficiency—Mitigation Measures—Traffic Issues.

--An environmental impact report (EIR) concerning a proposed residential development project was adequate in its discussion of traffic

impacts and mitigation, where the traffic analysis complied with the California Environmental Quality Act (CEQA), substantial evidence supported the county board of supervisors's conclusion that traffic impacts would be mitigated, and the board's interpretation of the pertinent master plan policy was within its discretion and was reasonable. The EIR contained a comprehensive traffic analysis, identified problem areas and described the programs designed to address these areas of concern, and recommended mitigation in the form of pro rata fees paid to a traffic impact fee program established by county ordinance and designed to implement road improvements as needed. Further recommended mitigation was construction of safe transit stops, implementation of a trip reduction program, installation of circulation improvements at the entrances to the project site, and dedication of a right-of-way for the widening of a road. Fee-based infrastructure mitigation programs have been found to be adequate mitigation measures under CEQA. The payment of fees and phased improvements was appropriate, at least with respect to traffic impacts that had not yet reached the threshold trigger and the traffic impact mitigation fees were sufficiently tied to the actual mitigation of the impacts of increased traffic.

CA(11) (11) Pollution and Conservation Laws § 2.9—California Environmental Quality Act—Proceedings—Standard of Judicial Review—Substantial Evidence Rule.

--In reviewing whether the decisionmaking agency prejudicially abused its discretion by making a decision under the California Environmental Quality Act not supported by substantial evidence, the substantial evidence rule does not require certainty. Substantial evidence is enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached (Cal. Code, Regs., tit. 14, § 15384, subd. (a)). Where the dispute is whether adverse affects could be better mitigated, the reviewing court does not weigh the evidence and determine who has the better argument.

CA(12a) (12a) CA(12b) (12b) Pollution and Conservation Laws § 2.5—California Environmental Quality Act—Environmental Impact Reports—Sufficiency—Mitigation Measures—Traffic Issues—Consistency with Master Plan.

--In proceedings under the California Environmental Quality Act pertaining to a proposed residential development project, in which the environmental impact report (EIR) identified traffic impacts and mitigation, the county board of supervisors's determination that the project was consistent with a policy of the master plan was not an abuse of discretion. The policy required the board to limit further development until a specified freeway was under construction. The EIR did not find an inconsistency with this policy because interim improvements were planned to maintain an acceptable level of service pending the construction of the freeway, or another long-term plan, and because the policy required only that further development be limited, not prohibited. The board's resolution did in fact provide limitations, requiring that development of the project be phased to coincide with completion of identified interim improvements. The EIR discussed the policy, and the board expressly found that the project was consistent with that policy. The purpose of the policy was to prevent unacceptable increases in congestion at a specified intersection due to new development until a long-term plan such as the freeway could be implemented. The board was entitled to exercise its discretion to determine what limitations were appropriate in light of its review of current levels of service, approved development, and planned interim improvements.

CA(13) (13) Pollution and Conservation Laws § 2.9—California Environmental Quality Act—Proceedings—Judicial Review—Consistency of Agency's Decision with General Plan.

--In reviewing a governmental agency's decision under the California Environmental Quality Act for consistency with its own general plan, the reviewing court accords great deference to the agency's determination. This is because the body that adopted the general plan policies in its legislative capacity has unique competence to interpret those policies when applying them in its adjudicatory capacity. Because policies in a general plan reflect a range of competing interests, the governmental agency must be allowed to weigh and balance the plan's policies when applying them, and it has broad discretion to construe its policies in light of the plan's purposes. A reviewing court's role is simply to decide whether the city officials considered the applicable policies and the extent to which the proposed project conforms with those policies.

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No appearance for Defendants and Respondents County of Monterey and Monterey County Board of Supervisors.

Judges: Opinion by Bamattre-Manoukian, J., with Premo, Acting P. J., and Wunderlich, J., concurring.

Opinion by: BAMATTRE-MANOUKIAN

Opinion

[*107] [**332] **BAMATTRE-MANOUKIAN, J.**

In this CEQA 1 case, the project applicants, real parties in interest September Ranch Partners, appeal from a judgment granting two petitions for a writ of mandate. The superior court found that the project's [***3] environmental impact report (EIR) was legally inadequate under CEQA

and directed that the Monterey County Board of Supervisors (the Board) vacate certification of the EIR and prepare and circulate a legally adequate EIR with respect to specified water and traffic issues. Appellants argue that the Board's certification of the EIR must be upheld because the Board's determinations regarding the project's water and traffic impacts were supported by substantial evidence.

After reviewing the record, we conclude that the EIR in this case did not comply with CEQA in its treatment of several critical water issues. Because of these inadequacies, the Board's action certifying the EIR and approving the project constituted an abuse of discretion. We further conclude, however, that the EIR was adequate in its discussion of traffic impacts and mitigation. We will therefore affirm in part and reverse in [***4] part the judgment in favor of petitioners and direct that the trial court issue a new writ of mandate in accordance with the views expressed herein.

[**333] BACKGROUND [2]

The September Ranch property consists of 891 acres located along Carmel Valley Road approximately 3 miles east of the junction with Highway 1. Most of the property is hilly terrain with south-facing slopes. A level terrace adjacent to Carmel Valley Road of approximately 21 acres contains an **[*108]** equestrian center, including a barn, outside stalls, a training ring, a residence for employees, and pastureland. A regional park and a small county-owned parcel lie to the west and northwest of the property and to the south is a golf resort and lodge. Otherwise the surrounding area is characterized by residential development. The zoning of the September Ranch property is for residential development. [***5] The property is governed by the Carmel Valley Master Plan (Master Plan), which is part of the county's general plan. Under the Master Plan, this amount of acreage would allow for 208 homes.

The September Ranch property is located within the Carmel River watershed. The property's water needs have been served by well water since the early 1930's. A new well was installed in 1990. Additional wells were installed in 1992 for purposes of data collection. A small aquifer, or "sub-basin," underlies the 21-acre terrace on the property. It was originally thought by the owners to be a separate aquifer, isolated from the main Carmel Valley aquifer. However testing during the environmental review for this project determined that this sub-basin was not entirely separate and that there was some water exchange between it and the Carmel Valley aquifer. The Carmel Valley aquifer is a primary source of water for the Monterey Peninsula.

It is well documented that water availability is a critical problem throughout Monterey County (the County) and in Carmel Valley in particular. In 1988, the County passed Ordinance No. 3310, finding that because of expanded water usage "the potential exists that Monterey [***6] County's allocation of water will be exhausted so as to pose an immediate threat to the public health, safety, or welfare." In 1995, the State Water Resources Control Board issued Order No. 95-10 and related Decision No. 1632. Order No. 95-10 found that the California-American Water Company (Cal-Am), which was the principal supplier of water to the Monterey Peninsula, had diverted excess water from the Carmel River basin "without a valid basis of right," causing environmental harm. Cal-Am was ordered to substantially limit its diversions, to mitigate the environmental effects of its excess usage and to develop a plan for obtaining water legally. Decision No. 1632 similarly found that "existing diversions from the Carmel River have adversely affected the public trust resources in the river." The Master Plan also recognized the serious water shortage in the Carmel Valley and set the standard for development until a solution was found. In Policy 54.1.7, the Master Plan found that without an additional water supply, such as from a proposed dam project, "development will be limited to vacant lots of record and already approved projects. All development which requires a water supply [***7] shall be subject to County adopted water allocation and/or ordinances applicable to lands in the Carmel Valley Master Plan area."

[*109] The Morgens family has owned the September Ranch property since the 1960s. In 1995 James Morgens formed a partnership called September Ranch Partners for the purpose of developing the property. The partnership submitted its development application to the County in June of 1995. The proposal was for 100 single-family lots and 17 moderate income housing units. The application included a September Ranch Water Supply Plan, [**334] which called for Cal-Am to supply potable water. However, the month after the project application was submitted, the State Water Resources Control Board adopted Order No. 95-10, which cut back Cal-Am's diversion of water from the Carmel River basin and essentially foreclosed its ability to provide water for new projects.

The Draft EIR

On August 4, 1995, the County issued its initial study for the September Ranch project, and the notice of preparation of the EIR was filed the same day. The draft EIR was published over two years later, on October 27, 1997.

The draft EIR recognized existing policies regarding [***8] water resources in the Carmel River valley. It stated that potable water for the project was to be provided by a small mutual water system, independent of the Cal-Am water system, which would supply water pumped from wells on the September Ranch property. It noted that because there was potential groundwater flow between the September Ranch sub-basin and the adjacent Carmel Valley aquifer, "pumping in the September Ranch basin has the potential to affect water levels in areas of the Carmel Valley alluvium." Furthermore, "any increase in the impacts to the [Carmel Valley] aquifer would be considered an adverse environmental impact given the water supply problems in the Carmel Valley area." Any impact reducing flow to the Carmel Valley aquifer was "potentially significant." As mitigation for this impact, the draft stated that water demand for the project must be limited to existing water use on the property.

The draft EIR included a discussion of "Existing Water Demand" for the property. It stated that there was "limited historic data" to determine actual water usage over the years; however Monterey Peninsula Water Management District (MPWMD) records from 1991 to 1996 showed that [***9] water use on the property ranged from a low of 0.40 acre-feet in 1995 to a high of 40.68 acre-feet in 1993. There was no data prior to 1991. The draft reported that the applicants were "establishing pasture on approximately 21 acres" of the property. Irrigation was an allowable use of well water for the property. Based on the assumption that these 21 acres were irrigated, the draft EIR **[*110]** then determined "for the purposes of assessing impacts" that an estimate of existing water use for the September Ranch property was 45 acre-feet per year. This was based on an estimated 2 acre-feet for each of the 21 acres of pastureland plus 3 acre-feet used by the existing equestrian center and residence. The 2 acre-feet per acre was an estimate for irrigated pastureland taken from MPWMD guidelines for irrigated lands in the area and from a 1985 Pajaro Valley Irrigation Report.

Water demand for the project as proposed for 117 residences was calculated at 61.15 acre-feet per year. This resulted in an increase of approximately 16.15 acre-feet per year over the existing estimated usage of 45 acre-feet per year. The draft EIR explained that the groundwater storage in the September Ranch sub-basin [***10] was more than adequate to supply the increased water demand during wet or normal weather conditions. However, the sub-basin supply would be vulnerable during a sustained drought of more than five years, which the draft concluded was a significant impact that must be mitigated. Furthermore, increased pumping on the September Ranch property could delay or reduce subsurface groundwater recharge to the Carmel Valley aquifer. Although this reduction would be a "small percentage" of the overall

groundwater recharge in the Carmel Valley aquifer, the draft EIR acknowledged that "any impact reducing flow to the Carmel Valley aquifer is potentially significant." The draft concluded that in order to mitigate the impact of increased pumping, the project applicants would either have to limit water project demand to the baseline of 45 acre-feet [**335] per year--either by reducing density or by instituting conservation measures--or they would have to provide an offsetting pumping reduction of 16.2 acre-feet per year elsewhere within the Carmel Valley basin.

The draft EIR was circulated for public review and comments were received from agencies, associations and members of the public during [***11] the 45-day review period. The comments included numerous responses to the baseline water use figure. Letters from local property owners indicated that the pasturelands on the property had not been irrigated historically, but that the applicants had only recently begun irrigating since the application process had commenced. A comment from the Monterey County Department of Health pointed out that the actual amount of pastureland was significantly less than 21 acres and further that the draft EIR had stated only 11.6 acres were currently irrigated.

In their responses to these comments the EIR consultants indicated that the figures regarding water usage were obtained from the project applicants: "This EIR has relied on production information provided by the applicant, **[*111]** well production records available in the recent past and the extrapolation of a reasonable estimate of water use based upon irrigated acres of land on the site." The responses further explained that the applicants had "stated that this area has been irrigated in the past, although there is no documentation available to confirm this." The responses acknowledged that "in the recent past only 11.6 acres were irrigated. [***12] "

The applicants also submitted further information and studies which indicated that irrigated pastureland actually could require as much as 6 acre-feet per year per acre. Furthermore, they represented that they had recently used approximately 23 acre-feet of water to irrigate approximately 11.6 acres of the terrace for only 14 weeks. This, they calculated, would compute to 95 acre-feet per year for the entire 21-acre pasture. However, according to the MPWMD, "this use would be higher than any other documented pasture irrigation in Carmel Valley."

The Final EIR

The comments and responses were incorporated into the final EIR, dated March 6, 1998. In its analysis of baseline water usage, the final EIR reiterated that no documentation existed that could confirm historical water usage on the September Ranch. The EIR noted that comments to the draft EIR had suggested both higher and lower amounts than the estimate of 45 acre-feet per year. The final EIR continued to use 45 acre-feet per year as a baseline for purposes of assessing impacts, explaining that "this EIR attempts to provide a reasonable baseline based upon information of historic use provided by the applicant and [***13] a water demand factor for irrigated pastureland accepted by local water agencies (2.0 AF/acre, MPWMD)." However, the EIR then suggested that the Board could accept "additional documentation" and could revise this baseline figure higher or lower. Whether the baseline were set higher or lower, mitigation would require that "[n]o post-project water use will be allowed greater than the baseline (or an acceptable offset for this use [will] be required)."

The final EIR included an updated water production data chart compiled from MPWMD records, showing metered water production on the property through 1997. This chart showed that water production had reached a new high of 78.34 acre-feet in 1997. However, the chart explained that approximately 52 of this 78.34 acre-feet were produced during a 47-day period of aquifer testing.

Using the 45 acre-feet per year figure that had been determined to be a "reasonable" baseline figure, the final EIR reached the same conclusions as **[*112]** the [**336] draft. It found that the project as proposed would result in increased pumping of approximately 16.2 acre-feet over baseline use. Postproject water use greater than identified baseline [***14] levels was a significant impact that would require mitigation: either reducing water production for the project to baseline conditions or providing an offsetting pumping reduction within the Carmel Valley basin.

The Supplemental Final EIR

The County belatedly forwarded the draft EIR to the State Clearinghouse on March 4, 1998, which required a second 45-day review period and generated further comments. The responses to these comments were added as "Volume 2" to the final EIR, dated May 27, 1998. This is also referred to as the "Supplement to Final EIR," or the supplemental EIR. The supplemental EIR included extensive comments by the State Water Resources Control Board (SWRCB) regarding the EIR's conclusions about groundwater recharge. These comments indicated that groundwater recovery under normal conditions would be worse than depicted in the EIR and stated that appropriation of water from the aquifer underlying the September Ranch would be subject to the permitting authority of the SWRCB. In response, the applicants then wrote to the SWRCB asserting that they had riparian rights which could be utilized for the project. The SWRCB's reply indicated the various qualifications [***15] under which the project could be considered for riparian rights.

The responses in the supplemental EIR addressed, among other things, these asserted riparian rights, which neither the draft EIR nor the final EIR had discussed. The supplemental EIR explained that "although the project applicants originally identified that they would be using 'percolating groundwater' under the project site, a subsequent letter has clarified their intent to provide water to their proposed project under their 'riparian' rights." The new material went on to explain the differences between groundwater rights, riparian rights and appropriative rights. The supplemental EIR noted that it could not confirm the property's riparian status and that the SWRCB had not yet made a determination as to the validity of any claimed riparian right. A new mitigation measure was added in the supplemental EIR, requiring that the applicants either provide assurance of a valid riparian claim or secure a permit for an appropriative water right from the SWRCB.

On June 22, 1998, after the supplemental EIR was issued, the attorney for the applicants informed the County Planning Department that the applicants had ownership [***16] rights to a 10-acre parcel of land along Carmel Valley Road, **[*113]** known as the Berube parcel. The applicants had recently purchased the stipulated right to pump approximately 32 acre-feet of water per year from this property. The attorney asserted that pumping on the Berube parcel could be reduced if mitigation of the impact of water use for the September Ranch project were necessary. An appropriative permit is not required in order to use a reduced pumping offset.

Citizen Committees

Pursuant to local ordinance, the September Ranch project was presented to the Carmel Valley Citizens Subdivision Evaluation Committee to evaluate the project for compliance with the Carmel Valley Master Plan. On May 18, 1998, the Committee gave the project a failing score of 44 percent in the category of water/hydrology. The county's land use advisory committee reviewed the project in June of 1998 and voted for denial because it concluded that the project did not comply with Master Plan policies relating to water supply and traffic.

Planning Commission Decision

On September 30, 1998, the County Planning Commission (Planning Commission) voted to deny the proposed project, [**337]; [***17]

based in part on concerns about water impacts. The Planning Commission voted to approve a smaller project with 49 residential units and 7 inclusionary units, which was described as the environmentally superior project in the final EIR. The Planning Commission did not accept the approach used in the EIR to determine baseline use by computing an average estimated use of two acre-feet per year per acre for irrigated pasture. Instead the Planning Commission relied on actual water production records for the September Ranch for the most recent year, namely 1997. It found this figure to be 26.34 acre-feet (a total of 78.34 acre-feet less 52 acre-feet attributed to aquifer testing), and therefore recommended that the project density be reduced accordingly so that there would be no increase in pumping over baseline level. The Planning Commission found that the reduced density project was necessary to ensure that impacts to the Carmel River alluvial aquifer were reduced to a level of insignificance. A hearing for review of the Planning Commission decision was then set before the Monterey County Board of Supervisors for December 1, 1998.

Supplemental Information and Errata

On November 19, 1998, additional [***18] information was submitted by the environmental consultants, entitled "Supplemental Information and Errata **[*114]** for the September Ranch Project Environmental Impact Report." This supplemental material discussed the reduced density alternative of 49 units adopted by the Planning Commission, and noted that information provided by the applicants had indicated that this alternative was economically unfeasible.

The errata also contained a further discussion of baseline water usage, recognizing once again that "if the project were to exceed the amount of water used on the site under existing or baseline conditions, a significant unavoidable impact would occur due to potential regional water impacts." It explained that the EIR had determined the baseline of 45 acre-feet per year by using a "standard water demand factor for irrigated pastureland" based on irrigation formulas and representations by the applicants that "there was an established practice of irrigation on the site." The MPWMD and the County Environmental Health Department, however, had requested that the EIR consider an alternative that used only "documented past year water use," which was the approach taken by the Planning [***19] Commission. This had resulted in a figure of 26.34 acre-feet per year.

The errata concluded that baseline could be established either by using an assigned water demand factor for irrigated pastureland, as the EIR had done, or by relying on recent records of water production. Referring to a newly updated chart of documented water use from 1991 to 1999, the errata then set forth a calculation of baseline water use for various combinations of years: for 1998-1999, average use was approximately 43 acre-feet per year; for 1997-1999, the figure was 51 acre-feet per year; for 1993-1999, average use was approximately 30 acre-feet per year. The supplemental material again emphasized that the EIR required that "post-development water production from the September Ranch aquifer not exceed identified pre-project baseline levels."

The staff report to the Board was prepared the next day, November 20, 1998, and it attached the Supplemental Information and Errata, as well as the supplemental final EIR, and further supplemental information from the applicants regarding the Berube property. The staff prepared a revised Board resolution, dated December 1, 1998. The staff recommended that the Board [***20] modify the subdivision evaluation committee's failing score in the category of water/hydrology and give the project a passing score. This recommendation was based on the fact that the applicants had since identified the Berube property as a source for offset pumping, and the staff had secured evidence from the applicants documenting [**338] the availability of water use on the Berube parcel sufficient to provide the necessary mitigation of the impact of pumping water over baseline for the September Ranch property. Because the **[*115]** Supplemental Information and Errata and the new information on the Berube property were made available just prior to the Board hearing, the opportunity for public comment and response was limited.

The Decision of the Board of Supervisors

On December 1, 1998, the Board conducted a public hearing and decided, on separate three-to-two votes, to certify the EIR, to modify the failing score of the subdivision evaluation committee, and to adopt the findings and conditions of approval for a modified project. Rather than 100 market-rate units and 17 inclusionary units as initially proposed, the Board approved 94 market-rate units and 15 inclusionary [***21] units. Recognizing the requirement that project water use be limited to baseline conditions, the Board "selected 51 acre-feet per year as the baseline water use amount." This figure was derived from an average of water use on the property during the past three reporting years--1997, 1998, and 1999--and was based on the updated chart and information provided in the Supplemental Information and Errata. The Board found that the water demand of the reduced-density project as approved was 57 acre-feet per year. Thus only 6 acre-feet per year were needed to offset the increase over baseline. As a condition of approval of the project, the applicants were to provide an offsetting reduction in pumping on the Berube parcel to ensure that water demand on the Carmel Valley aquifer did not increase as a result of the project.

On December 21, 1998, a county clerk published the findings and conditions of the Board in resolution No. 98-500. This resolution contained several changes to the Board's findings and conditions that were taken from material submitted to the clerk by the attorney for September Ranch after the Board had adjourned.

The Mandate Proceeding

Two petitions for administrative [***22] mandate were filed in superior court, by the Save Our Peninsula Committee, [3] et al., and by Sierra Club et al., challenging the certification of the EIR and the findings of the Board. The court consolidated the cases for a court trial, which was held on July 1 and July 6, 1999. The court issued a lengthy "Intended Decision" on September 1, 1999, which it adopted as its statement of decision. The court concluded that the Board's findings as to baseline water conditions were not supported **[*116]** by substantial evidence; that the Board's findings that there was a long-term water supply in the form of riparian rights were legally inadequate and not supported by the evidence; that the EIR contained no environmental analysis of the use of an off-site water source to offset water usage over baseline; and that the EIR failed to adequately consider mitigation of the traffic impacts of the project at the intersection of Highway 1 and on two other segments of Carmel Valley Road.

[***23] The court entered judgment in favor of petitioners in both actions and issued a writ of mandate remanding the matter back to the Board and ordering the Board to vacate resolution No. 98-500 and to vacate the certification of the EIR. The Board was ordered to take no further action to approve the project without first preparing, circulating, and considering an EIR that was legally adequate with regard to its analysis of the water and traffic issues delineated in the statement of decision. In light of its ruling on water and [**339] traffic issues, the court found the petitioners' other objections to the project approval and to the EIR were moot, but could be revived depending on the Board's actions on remand. [4] Attorney fees were awarded to petitioners.

[***24] Real parties in interest September Ranch Partners and James Morgens appeal. [5] They argue that the EIR was legally sufficient and that the Board's determinations regarding water supply impacts and mitigation and traffic mitigation were supported by substantial evidence.

Real parties also appeal the orders awarding attorney fees. They argue that if the judgment is reversed, the orders awarding attorney fees must also be reversed. The County did not appeal and no cross-appeals were filed by petitioners.

ISSUES

Standard of Review

CA(1a) **(1a)** HN1 In a mandate proceeding to review an agency's decision for compliance with CEQA, the scope and standard of our review are the [***25] same as the trial court's, and the lower court's findings are not binding on us. (*San* **[*117]** *Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus* (1994) 27 Cal. App. 4th 713, 722 [32 Cal. Rptr. 2d 704].) HN2 We review the administrative record to determine whether the agency prejudicially abused its discretion. (*Laurel Heights Improvement Assn. v. Regents of University of California* (1993) 6 Cal. 4th 1112, 1132-1133 [26 Cal. Rptr. 2d 231, 864 P.2d 502].) "Abuse of discretion is established if the agency has not proceeded in a manner required by law or if the determination or decision is not supported by substantial evidence." (Pub. Resources Code, § 21168.5; *Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal. 3d 376, 392, fn 5 [253 Cal. Rptr. 426, 764 P.2d 278]; *County of Amador v. El Dorado County Water Agency* (1999) 76 Cal. App. 4th 931, 944 [91 Cal. Rptr. 2d 66].) "Substantial evidence" is defined in the CEQA Guidelines [5] as "enough relevant [***26] information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached. Whether a fair argument can be made . . . is to be determined by examining the whole record before the lead agency. Argument, speculation, unsubstantiated opinion or narrative [or] evidence which is clearly erroneous or inaccurate . . . does not constitute substantial evidence." (Guidelines, § 15384, subd. (a).) HN3 The agency is the finder of fact and we must indulge all reasonable inferences from the evidence that would support the agency's determinations and resolve all conflicts in the evidence in favor of the agency's decision. (*Western States Petroleum Assn. v. Superior Court* (1995) 9 Cal. 4th 559, 571 [38 Cal. Rptr. 2d 139, 888 P.2d 1268].) In reviewing an agency's decision to certify an EIR, we presume the correctness of the decision. The project opponents thus bear the burden of proving that the EIR is legally inadequate. (*Al Larson Boat Shop, Inc. v. Board of Harbor Commissioners* (1993) 18 Cal. App. 4th 729, 740 [22 Cal. Rptr. 2d 618]; [***27] *Barthelemy v. Chino Basin Mun. Water Dist.* (1995) 38 Cal. App. 4th 1609, 1617 [45 Cal. Rptr. 2d 688].)

CA(2) **(2)** While we are guided by these deferential rules of review, we must also bear in mind that the overriding purpose of CEQA is to ensure that agencies regulating [**340] activities that may affect the quality of the environment give primary consideration to preventing environmental damage. (*Laurel Heights Improvement Assn. v. Regents of University of California, supra*, 47 Cal. 3d at p. 390.) CEQA is the Legislature's declaration of policy that all necessary action be taken "'to protect, rehabilitate, and enhance the environmental quality of the state.' " (*Id.* at p. 392; Pub. Resources Code, § 21000.) HN4 [***28] "The EIR is the heart of CEQA" and the integrity of the process is dependent on the adequacy of the EIR. (*County of Inyo v. Yorty* (1973) 32 **[*118]** Cal. App. 3d 795 [108 Cal. Rptr. 377]; *Sutter Sensible Planning, Inc. v. Board of Supervisors* (1981) 122 Cal. App. 3d 813 [176 Cal. Rptr. 342].) HN5 "'The ultimate decision of whether to approve a project, be that decision right or wrong, is a nullity if based upon an EIR that does not provide the decisionmakers, and the public, with the information about the project that is required by CEQA.' [Citation.] The error is prejudicial 'if the failure to include relevant information precludes informed decisionmaking and informed public participation, thereby thwarting the statutory goals of the EIR process.' " (*San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus, supra*, 27 Cal. App. 4th at pp. 721-722; *Galante Vineyards v. Monterey Peninsula Water Management Dist.* (1997) 60 Cal. App. 4th 1109, 1117 [71 Cal. Rptr. 2d 1]; *County of Amador v. El Dorado County Water Agency, supra*, 76 Cal. App. 4th at p. 946.) [***29] HN6 When the informational requirements of CEQA are not complied with, an agency has failed to proceed in "a manner required by law" and has therefore abused its discretion. (Pub. Resources Code, §§ 21168.5, 21005, subd. (a); *County of Amador v. El Dorado County Water Agency, supra*, 76 Cal. App. 4th at p. 946; *Environmental Planning & Information Council v. County of El Dorado* (1982) 131 Cal. App. 3d 350, 355 [182 Cal. Rptr. 317].)

CA(1b) **(1b)** In sum, HN7 although the agency's factual determinations are subject to deferential review, questions of interpretation or application of the requirements of CEQA are matters of law. (*Galante Vineyards v. Monterey Peninsula Water Management Dist., supra*, 60 Cal. App. 4th 1109, 1117; *County of Amador v. El Dorado County Water Agency, supra*, 76 Cal. App. 4th at pp. 952-956; *San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus, supra*, 27 Cal. App. 4th at pp. 728-729.) [***30] While we may not substitute our judgment for that of the decision makers, we must ensure strict compliance with the procedures and mandates of the statute. (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal. 3d 553, 564 [276 Cal. Rptr. 410, 801 P.2d 1161].)

WATER ISSUES

CA(3a) **(3a)** The EIR in this case recognized the serious water concerns in the Carmel Valley and acknowledged the state and local policies seeking to limit any new development that would result in increased water pumping affecting the Carmel Valley alluvial aquifer. In consideration of these concerns, the analysis of water issues in the EIR rested on the premise that any increase in water pumping above preproject levels would constitute an adverse and significant environmental impact, mandating mitigation. No one disputes this general premise. Rather, it is the determination of the preproject or **[*119]** baseline water use, against which the water demands of the project are to be measured, that is at the center of the controversy here. We turn to this issue first and to several questions which must necessarily be resolved along with it. Is the determination of baseline water use a policy [***31] decision, properly addressed to the discretion of the decisionmaking agency, or does CEQA require that baseline use be established in the EIR? Was the EIR's estimate of baseline water use for irrigated pastureland supported [**341] by the evidence? Was the Board's determination that baseline water use in this case was 51 acre-feet per year supported by evidence in the record? And what is the time at which a baseline for water use is properly determined? Is it at the beginning of the environmental review process or at the end when the project is approved?

We next address two additional and related water issues: whether the EIR adequately analyzed off-site pumping reduction on the Berube property as mitigation of any increased water usage over baseline, and whether the EIR adequately discussed the applicants' asserted riparian rights as a long-term water source.

Baseline

Appellants argue that the determination of a baseline condition is a matter of policy to be resolved by the agency, based on the information and analysis provided in the EIR. Appellants remind us that the EIR is only an informational document and that the agency is the decision maker. (*County of Inyo v. City of Los Angeles* (1977) 71 Cal. App. 3d 185, 189 [139 Cal. Rptr. 396].) [***32] Here the preparers of the EIR ultimately found that the question of "the establishment of a baseline use and mitigations based upon this baseline" raised policy implications best addressed to the Board's discretion. Appellants argue that this was proper because the EIR contained an array of evidence regarding baseline and a variety of suggested formulas for determining baseline. The Board's choice of a particular formula was therefore within its discretion and was supported by the evidence.

Respondents argue that the baseline environmental conditions must be established in the EIR itself. HN8 Without a determination and description of the existing physical conditions on the property at the start of the environmental review process, the EIR cannot provide a meaningful assessment of the environmental impacts of the proposed project. (Pub. Resources Code, §§ 21100, subd. (a), 21060.5; *Environmental Planning & Information Council v. County of El Dorado, supra*, 131 Cal. App. 3d at p. 354.) HN9 [***33] "Before the impacts of a project can be assessed and mitigation measures considered, an EIR must describe the existing environment. It is only against this baseline **[*120]** that any significant environmental effects can be determined." (*County of Amador v. El Dorado County Water Agency, supra*, 76 Cal. App. 4th at p. 952; Guidelines, §§ 15125, subd. (a), 15126.2, subd. (a).)

There is some merit in both of these positions. CA(4a) **(4a)** HN10 Because the chief purpose of the EIR is to provide detailed information regarding the significant environmental effects of the proposed project on the "physical conditions which exist within the area," it follows that the existing conditions must be determined, to the extent possible, in the EIR itself. (Pub. Resources Code, § 21060.5; *Environmental Planning & Information Council v. County of El Dorado, supra*, 131 Cal. App. 3d at p. 354; *Galante Vineyards v. Monterey Peninsula Water Management Dist., supra*, 60 Cal. App. 4th at p. 1122.) On the other hand, HN11 [***34] the agency has the discretion to resolve factual issues and to make policy decisions. If the determination of a baseline condition requires choosing between conflicting expert opinions or differing methodologies, it is the function of the agency to make those choices based on all of the evidence. (*Barthelemy v. Chino Basin Mun. Water Dist., supra*, 38 Cal. App. 4th 1609, 1617.)

HN12 If an EIR presents alternative methodologies for determining a baseline condition, however, we believe CEQA requires that each alternative be supported by reasoned analysis and evidence in the record so that the decision of the agency is an informed one. We further find that the EIR must set forth any analysis of alternative [**342] methodologies early enough in the environmental review process to allow for public comment and response. This is particularly important in a case such as this, where water issues were a matter of widespread public concern, and where the determination of the figure for baseline water usage dictated the density of the [***35] project.

CA(3b) **(3b)** Here the draft EIR initially established a baseline of 45 acre-feet per year, based on the representation by the owners that 21 acres were irrigated, although the EIR acknowledged that the record contained "no documentation" showing any substantial irrigation prior to 1997. Furthermore, having estimated a baseline figure and having used that figure throughout the EIR to assess the project's impacts, the EIR consultants ultimately referred the baseline determination to the Board, to be decided as a matter of "policy." At the very end of the environmental review process, the Board was invited to choose among various calculations compiled from updated water meter readings on the property. But some of these figures, although generated from recent pumping on the property, did not reflect water actually used for irrigating the property. We conclude, as explained more fully below, that this treatment of baseline water use violated the basic **[*121]** principles of CEQA, which require that an EIR start with a description of "the existing environment." (*County of Amador v. El Dorado County Water Agency, supra*, 76 Cal. App. 4th at p. 952.)

No objection to est. of Historical Use of Water

Respondents argue that [***36] since there was no documentation to support the EIR's threshold determination that the September Ranch property was irrigated pastureland, baseline water use should properly have been set at a figure that more closely represented water actually used historically on the property. The evidence was indeed sparse on this subject. There was some evidence that the property had been farmed prior to 1950. After that time, the equestrian uses began. However, accounts from neighbors in the area indicated that the pasturelands were not regularly irrigated during this time. Although the MPWMD has required well reports since 1980, there were no reports on this property. The applicants indicated at trial that the old well had not been used for at least 10 years before 1990, when a new well was installed. Records starting in 1991 show a temporary aquifer test was conducted in 1991 and produced 1.20 acre-feet. In the following year 40.68 acre-feet were pumped. However this too was all for aquifer testing. Over the next three years prior to the submission of the development application in this case, water production totals were 11.58 acre-feet, 0.40 acre-feet, and 1.08 acre-feet.

We have no objection [***37] to the EIR's methodology of estimating historical water use on property where no documentation is available to verify actual use. But estimating water used for irrigation where there was no substantial evidence to show that the property was in fact irrigated does not accurately reflect existing conditions. Appellants's argument that it was entitled to use this amount of water for irrigation is not the same as actual use. As various courts, including this one, have held, HN13 the impacts of the project must be measured against the "real conditions on the ground." (*City of Carmel-by-the Sea v. Board of Supervisors* (1986) 183 Cal. App. 3d 229, 246 [227 Cal. Rptr. 899]; *Environmental Planning & Information Council v. County of El Dorado, supra*, 131 Cal. App. 3d at p. 354; *County of Amador v. El Dorado County Water Agency, supra*, 76 Cal. App. 4th at p. 952; *Galante Vineyards v. Monterey Peninsula Water Management Dist., supra*, 60 Cal. App. 4th at p. 1122.)

Key

We are mindful that HN14 [***38] judicial review does not allow for a reweighing of the evidence and that "determinations in an EIR must be upheld if they are supported [**343] by substantial evidence." (*Barthelemy v. Chino Basin Mun. Water Dist., supra*, 38 Cal. App. 4th 1609, 1620.) However, "[a]n EIR must focus on impacts to the existing environment, not hypothetical situations." (*County of* **[*122]** *Amador v. El Dorado County Water Agency, supra*, 76 Cal. App. 4th at p. 955.) And "unsubstantiated opinion or narrative . . . does not constitute substantial evidence." (Guidelines, § 15384, subd. (a).) Here it would appear that the only evidence that the terrace on the September Ranch property was irrigated pasture was the representation of the applicants themselves, who clearly had a vested interest in establishing a water use baseline high enough to allow the project to go forward.

On this record, we must question the premise accepted in the EIR, that pre-project water usage on the September Ranch property was for irrigating the pastureland. Furthermore, in response to public comments that the draft EIR's estimated water use did not reflect the actual use, the EIR [***39] stated that "the request for documentation for historic use is referred to decision makers." We are concerned by this apparent delegation of duty to the decision makers to gather the necessary information to support a determination of baseline water use. CA(4b) **(4b)** HN15 We believe CEQA requires that the preparers of the EIR conduct the investigation and obtain documentation to support a determination of preexisting conditions. (See, e.g., *San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus, supra*, 27 Cal. App. 4th 713, 727-729.) This is a crucial function of the EIR. CA(3c) **(3c)** If further investigation would have uncovered documentary evidence regarding the historical use of water on the property, that was the province of the EIR and not the Board. And while the Board is entitled to accept or reject evidence or to adopt one methodology over another, the EIR's estimate of baseline by using a standard formula for irrigated pastureland must be based on substantial evidence that this property could be characterized as irrigated pastureland.

Even if we were to accept the EIR's initial [***40] premise that an estimate of water used for irrigable lands was appropriate in this case, in the absence of documentary evidence to establish actual use, the EIR's baseline analysis reveals further, and in our view more critical, inadequacies. After determining a "reasonable baseline" of 45 acre-feet per year, and after using this figure throughout the draft and final EIR "for the purposes of assessing impacts," the EIR ultimately retreated from this estimate and deferred to the Board to determine baseline usage based on an entirely different methodology. In the Supplemental Information and Errata, which was submitted to the County just prior to the

Board meeting, the EIR consultants suggested for the first time that a baseline determination of water use could be established either by using a "standard water demand factor for irrigated pastureland," as the EIR had done, or by using documented water meter records showing water production in recent years.

[*123] The water production chart for the property showed that after the development application was submitted in this case in the summer of 1995, water production on the property increased substantially. In 1996 and 1997, extensive [***41] aquifer testing was done. For 1997, water production was measured at 78.34 acre-feet. In 1998, water production was 34.04 acre-feet and for the partial reporting year of 1999, just before the Board hearing, it was up to 41.14 acre-feet. The Supplemental Information and Errata then suggested several possible combinations and averages of these production numbers, one of which, 51 acre-feet per year, was the figure eventually selected by the Board.

This figure was a departure, both numerically and methodologically, from the 45 acre-feet per year that had been developed as the baseline figure by the consultants and had been used throughout the [**344] EIR process. And since it first appeared in supplemental information supplied to the County shortly before the Board convened, there was little opportunity for public comment and meaningful response as to either the methodology or the evidence to support the figures used. Furthermore, the supplemental information contained little meaningful analysis as to why any of the suggested calculations might represent a reasonable determination of baseline water usage for irrigating this property. Indeed it appears that several of the figures [***42] on the water production chart do *not* represent water actually used for irrigating the property.

For example, the 51 acre-feet per year figure selected by the Board was an average of water meter readings in the past three years, including 1997. The figure for 1997 is 78.34 acre-feet. However, the chart clarifies that "[o]f this total, about 52 acre-feet were produced during a 47 day period of aquifer testing . . . . The remainder, *26.34 acre-feet is the amount accepted by the MPWMD as the water production for irrigation in RY [reporting year]* 1997." (Italics added) Even though only 26.34 acre-feet was actually used for irrigation, the EIR advised that the Board "could accept the actual water production amount, the full 78.34 AF/yr, or deduct the amount of water used for aquifer testing (52 AF), as requested by the MPWMD to account for the anomaly of the aquifer testing." This reasoning is clearly faulty. A baseline figure must represent an environmental condition existing on the property prior to the project. There is simply no justification for using a total of 78.34 acre-feet of water as part of a baseline calculation for this property, when the evidence was that [***43] 52 acre-feet of this amount was pumped for the purpose of aquifer testing and was discharged into the Carmel River.

By inviting the Board to pick from an array of numbers to determine an important aspect of the baseline environmental setting, the EIR failed to **[*124]** fulfill its function of providing information and analysis of environmental impacts. In a recent case involving a massive water project that proposed to divert 17,000 acre-feet of water from three high Sierra lakes, the court found the EIR's baseline analysis to be inadequate, on similar facts. (County of Amador v. El Dorado County Water Agency, supra, 76 Cal. App. 4th at 953.) In *County of Amador*, the EIR's discussion of baseline conditions consisted of a recitation of month-end lake levels for the three lakes. It failed to explain how those lake levels were maintained, the historical duration and timing of the water releases, and the impacts on fishery resources and recreational uses. The court found that the lake level figures alone were insufficient to describe the existing water release program. The court noted that "this is not a case involving conflicting expert opinions about historical [***44] operation." (*Id.* at p. 954.) Rather the EIR simply presented data without meaningful analysis. The court in *County of Amador* underscored the "importance of an adequate baseline description, for without such a description, analysis of impacts, mitigation measures and project alternatives becomes impossible." (*Id.* at p. 953.) The court concluded that *HN16* "[a]n adequate EIR requires more than raw data; it requires also an analysis that will provide decision makers with sufficient information to make intelligent decisions." (*Id.* at p. 955; see also Guidelines, § 15151.)

1990 language of 15125 "Baseline" Definition

The EIR in this case similarly provided raw data, in the form of recent water meter figures for the September Ranch property, and then invited the Board to select a baseline from among several suggested combinations of these figures. As in *County of Amador*, this was not a case where the Board was called upon to perform its discretionary function of resolving a factual dispute or choosing from conflicting expert opinions or methodologies regarding water usage. Instead [***45] this was an [**345] arbitrary process, involving arithmetic rather than analysis. The Board was permitted to make the crucial determination of baseline water use by choosing from a selection of numbers, some of which did not represent water actually used to irrigate the property. And this occurred at the very end of the environmental review process, thus avoiding public scrutiny and precluding the meaningful comparison of preproject and postproject conditions required by CEQA.

CA(5) **(5)** This brings us to the question whether it was proper in any event to rely on water production figures generated at the end of the environmental review process, rather than at the beginning, to determine a baseline figure. The relevant Guideline at the time of the environmental review for the September Ranch project was section 15125, which provided: "An EIR must include a description of the environment in the vicinity of the project, *as it exists before the commencement of the project*, from both a local and regional **[*125]** perspective." (Guidelines, former § 15125, subd. (a), italics added.) Appellants take the italicized words to mean immediately before the project is approved and permits are [***46] issued. Respondents contend that existing conditions must be evaluated as closely as possible to the date the notice of preparation of the EIR is filed, as that is the date the project is officially commenced within the meaning of CEQA. They maintain that an EIR cannot adequately analyze the impacts on the environment if it does not start with a description of the physical conditions existing on the property at the beginning of the environmental review.

Amendment of 15125 language

A subsequent amendment to section 15125 of the Guidelines supports respondents' interpretation. Section 15125, subdivision (a), now provides: *HN17* "An EIR must include a description of the physical environmental conditions in the vicinity of the project, as they exist *at the time the notice of preparation is published, or if no notice of preparation is published, at the time environmental analysis is commenced . . . . This environmental setting will normally constitute the baseline physical conditions by which a lead agency determines whether an impact is significant.*" (Italics added.) Furthermore, section 15126.2 now provides as follows: *HN18* [***47] "In assessing the impact of a proposed project on the environment, the lead agency should normally limit its examination to changes in the existing physical conditions in the affected area as they exist at the time the notice of preparation is published, or where no notice of preparation is published, at the time environmental analysis is commenced." These amendments reflect and clarify a central concept of CEQA, widely accepted by the courts, that *HN19* the significance of a project's impacts cannot be measured unless the EIR first establishes the actual physical conditions on the property. (County of Amador v. El Dorado County Water Agency, supra, 76 Cal. App. 4th at p. 953; Environmental Planning & Information Council v. County of El Dorado, supra, 131 Cal. App. 3d at p. 354; *City of Carmel by-the-* Sea v. Board of Supervisors, supra, 183 Cal. App. 3d 229.) In other words, baseline determination is the first rather than the last step in the environmental [***48] review process.

We adopt this general rule. *HN20* We also agree with appellants, however, that the date for establishing baseline cannot be a rigid one. Environmental conditions may vary from year to year and in some cases it is necessary to consider conditions over a range of time periods. In some cases, conditions closer to the date the project is approved are more relevant to a determination whether the project's impacts will be significant. (See Mira Monte Homeowners Assn. v. County of Ventura (1985) 165 Cal. App. 3d 357 [212 Cal. Rptr. 127].) For instance, where the issue involves an impact on traffic levels, the EIR might necessarily take into account the normal increase in **[*126]** traffic over [**346]

time. Since the environmental review process can take a number of years, traffic levels as of the time the project is approved may be a more accurate representation of the existing baseline against which to measure the impact of the project. (See, e.g. *Fairview Neighbors v. County of Ventura* (1999) 70 Cal. App. 4th 238 [82 Cal. Rptr. 2d 436] [maximum [***49] estimated traffic was appropriate baseline].) Even in the case before us, if the more recent water production figures could be shown to represent a continuation of preproject water usage, such figures might be relevant to a determination of baseline water conditions. However, here the more recent figures consisted primarily of aquifer testing where water was pumped and released into the river. Water which was pumped for irrigation in 1997, 1998, and 1999 was a significantly higher amount than in the previous six recorded years. Thus these recent figures do not appear to represent a normal fluctuation in usage over time, as appellants suggest.

Furthermore, there are sound reasons for determining baseline water use in this particular case as of the time of the commencement of the environmental review. Here the environmental review process spanned three and a half years. During that time it became apparent that the water supply for this project was a critical issue. A state water board decision precluded a hookup with the local water company. State and local policy restricted development that would increase pumping in the Carmel Valley basin. And pumping tests established that the [***50] sub-basin underlying the property was not separate from the Carmel Valley aquifer. Because any water used by the project in excess of baseline would constitute a significant adverse impact, it was clear that the baseline figure would dictate the amount of allowable density for the project.

Production of water on the property during the lengthy environmental review process was controlled by the applicants. It was in their interests to elevate water production figures in order to establish as high a baseline as possible. While we do not speculate as to whether this occurred, we believe water production figures generated towards the end of the environmental review process must be regarded with some caution in these circumstances. Their relevance to baseline conditions would depend on whether they are representative of the amount of water historically produced for use on the property. The better approach, however, would be to follow the general rule expressed in the Guidelines and cases that baseline conditions are normally to be determined as of the time environmental review is begun. This most closely describes the environment "as it exists before the commencement of the project." [***51] (Guidelines, former § 15125, subd. (a).)

Cases cited by appellants do not support the proposition that baseline is determined at the end rather than at the beginning of the environmental **[*127]** review. In *Riverwatch v. County of San Diego* (1999) 76 Cal. App. 4th 1428 [91 Cal. Rptr. 2d 322], the court found that the EIR did not need to consider a baseline date some 12 years prior to the commencement of the project, in order to account for previous unlawful activity by the owners that had degraded the property. *Riverwatch* does not address the question raised here, whether the baseline conditions should be established as of the beginning or the end of the environmental review process.

The court in *Riverwatch* did state as a general principle that environmental impacts should be examined "in light of the environment as it exists when a project is approved." (*Riverwatch v. County of San Diego, supra*, 76 Cal. App. 4th at p. 1453.) However, in context it appears the court was simply rejecting the notion that the baseline should be set a number of years earlier than the commencement of the current project. Moreover, the authorities relied [***52] on in *Riverwatch* do not support the view [**347] that baseline should be determined as of the date of project approval. *Bloom v. McGurk* (1994) 26 Cal. App. 4th 1307 [31 Cal. Rptr. 2d 914] did not involve preparation of an EIR but rather addressed the question of baseline for purposes of determining a categorical exemption from CEQA. That case in turn relied on *City of Carmel-by-the-Sea v. Board of Supervisors, supra*, 183 Cal. App. 3d 229. In *City of Carmel* we stated that "[i]n assessing the impact of [a] rezoning, it is only logical that the local agency examine the potential impact on the existing physical environment." (*Id.* at p. 246.) In the context of that case our meaning was that the agency must examine the impact of the project as against the physical conditions on the subject property, as opposed to measuring the potential impact against a draft general plan. We said nothing expressly about whether the existing conditions are to be determined at the beginning or at the end of the environmental review process. However our statement in *City of Carmel* clearly implies that meaningful environmental review must [***53] proceed at the outset from a determination of the property's existing physical conditions.

We believe that this is the correct interpretation of CEQA as applied to this case. This view is supported by the courts and by the Guidelines, and is consistent with the central function of the EIR, to inform decision makers about the impacts of the proposed project on the existing environment. (*County of Amador v. El Dorado County Water Agency, supra*, 76 Cal. App. 4th at pp. 952-956; *County of Inyo v. City of Los Angeles* (1981) 124 Cal. App. 3d 1, 9 [177 Cal. Rptr. 479]; *Environmental Planning & Information Council v. County of El Dorado, supra*, 131 Cal. App. 3d at p. 354; *City of Carmel-by-the-Sea v. Board of Supervisors, supra*, 183 Cal. App. 3d at p. 246.) An EIR in which a baseline water use determination is elastic and can be **[*128]** modified by the Board at the end of the environmental review process without benefit of analysis or public participation does not fulfill this function.

CA(6) **(6)** *HN21* If an EIR fails to include relevant [***54] information and precludes informed decisionmaking and public participation, the goals of CEQA are thwarted and a prejudicial abuse of discretion has occurred. (*Sierra Club v. State Bd. of Forestry* (1994) 7 Cal. 4th 1215, 1236 [52 Cal. Rptr. 2d 19, 876 P.2d 505]; *Fall River Wild Trout Foundation v. County of Shasta* (1999) 70 Cal. App. 4th 482, 492 [82 Cal. Rptr. 2d 705]; *County of Amador v. El Dorado County Water Agency, supra*, 76 Cal. App. 4th at p. 954; Pub. Resources Code, § 21005, subd. (a).) "Our role here, as a reviewing court, is not to decide whether the board acted wisely or unwisely, but simply to determine whether the EIR contained sufficient information about a proposed project, the site and surrounding area and the projected environmental impacts arising as a result of the proposed project or activity to allow for an informed decision . . . ." (*San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus, supra*, 27 Cal. App. 4th at p. 718.) *CA(3d)* **(3d)** Based on these guiding principles, we conclude here that the EIR was inadequate in its baseline discussion in several respects: [***55] by failing to investigate and present evidence to support the assumption that the preproject use of water on the property was for irrigation; by introducing a new methodology for baseline determination at the end of the environmental review process without any informational discussion or opportunity for public review; and by inviting the Board to select a baseline among water production figures with no meaningful analysis and no showing that the figures represented water actually used on the property consistent with historical use. Because of these inadequacies, the Board's decision setting baseline water use at 51 acre-feet per year was not [**348] supported by the evidence and was an abuse of discretion.

Errors

Off-site Pumping Reduction on the Berube Property

Although the EIR had indicated that any increased water pumping over baseline would have to be mitigated either by reducing the project density or by reducing pumping elsewhere within the Carmel Valley basin, the applicants did not identify an offsetting pumping location until well after the comment periods had closed. In June of 1998, the attorney for the applicants informed the County that the applicants had recently [***56] acquired pumping rights to approximately 32 acre-feet of water per year on the 10-acre Berube parcel. The Berube property was located further up Carmel Valley Road approximately two miles away from the September Ranch property. The information about the Berube parcel was contained in the Supplemental **[*129]** Information and Errata, which was submitted to the Board just prior to the hearing along with staff recommendations. It was on the basis of the identification of the Berube parcel that staff recommended that the Board modify the failing score given to the project by the subdivision evaluation committee in the category of water/hydrology.

As a condition of approval of the project, the Board required that the applicants reduce pumping on the Berube property in order to offset project water demand over baseline. All that was required of the applicants was to show proof of control of the water rights on the offset parcel, and evidence of a deed restriction mandating reduction, subject to approval by the MPWMD and the director of environmental health. No permit would be necessary to secure this offset mitigation.

Comments received during the circulation of the draft EIR expressed [***57] concerns about the precedent-setting impacts of using offset water credits at another location in the Carmel Valley to mitigate increased pumping at the site of the project. Among other things, such a policy would take water from property capable of being irrigated for agricultural purposes. The Monterey County Environmental Health Department commented that "if [water credit transfers] will be used in the final EIR, then the EIR should also analyze the precedent setting impacts throughout the valley for all properties that are capable of being irrigated for pasture, grapes, crops etc." The health department noted that it would be "crucial" to analyze the specifics and enforcement mechanisms of any off-site pumping offset to make sure the reduction property was situated so that there was a nexus between the offset and the increased pumping for the project. The health department urged that the site be identified as soon as possible so that it could be analyzed for feasibility and the necessary findings could be made. In response to these comments, the EIR agreed that there must be a "nexus" between the impact and the mitigation. If off-site pumping were to be used as mitigation, the [***58] reduction must be "an actual reduction in documented current water use, not simply a reduction on potential future pumping."

After the applicants had identified the Berube property as an offset pumping reduction site, the County's chief environmental health officer wrote to the planning director. He pointed out that there had been no discussion of this property in the EIR. He also noted that "offsets do not necessarily provide water 'savings' " and may not be sufficient to provide proof of a long-term water supply. The supplemental material for the EIR provided no response and contained no further discussion of the effects of this offsetting pumping reduction on the Berube property. Other concerns **[*130]** were expressed as to the validity of the water rights on the Berube property, and the question whether the impacts of overpumping at one site are in fact balanced out by refraining from pumping at a different site miles away. There was no analysis of the historic usage at the [**349] Berube property or whether the offset would result in an actual reduction of pumping or would simply be a "paper credit."

The trial court found that the Board's approval of this mitigation [***59] measure was not supported by the evidence because there was no environmental analysis in the EIR of the impacts of the pumping reduction on the Berube parcel and no analysis of the broader issues that were raised in numerous comments as to whether this offsetting mitigation resulted in potential cumulative growth-inducing impacts.

CA(7) **(7)** Appellants argue that the EIR is not required to discuss the environmental effects of mitigation measures. They contend that substantial evidence supports the Board's determination that the pumping offset would mitigate the impacts of any increased pumping without causing any new significant impacts. We disagree with these contentions. *HN22* An EIR is required to discuss the impacts of mitigation measures. At the time of the environmental review in this case, former section 15126 of the Guidelines provided that *HN23* "if a mitigation measure would cause one or more significant effects in addition to those that would be caused by the project as proposed, the effects of the mitigation [***60] measure shall be discussed[,] but in less detail than the significant effects of the project as proposed." (Guidelines, § 15126, former subd. (c).) [7] *HN24* Furthermore, section 15126, former subdivision (g), provided that the growth-inducing impact of the proposed action must be discussed in the EIR, including "the ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment." [8] (See also *San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus, supra*, 27 Cal. App. 4th at p. 734 [EIR inadequate for failing to address off-site impacts of a project].)

Appellants argue that sufficient information [***61] about the Berube property was provided with the errata, shortly before the Board meeting. This documentation, however, does not make up for the lack of analysis in the EIR. (See *Environmental Defense Fund, Inc. v. Coastside County Water Dist.* (1972) 27 Cal. App. 3d 695, 706 [104 Cal. Rptr. 197].) As county counsel conceded at trial, there was no discussion in the EIR of the impacts of **[*131]** transferring water credits "because the issue of the water transfer came towards the end of the process." *HN25* If, subsequent to the period of public and interagency review, the lead agency adds "significant new information" to an EIR, the agency must issue new notice and must "recirculate" the revised EIR, or portions thereof, for additional commentary and consultation. (Pub. Resources Code, § 21092.1; Guidelines, § 15088.5, subd. (a); *Laurel Heights Improvement Assn. v. Regents of University of California, supra*, 6 Cal. 4th 1112.) The revised environmental document must be subjected to the same "'critical evaluation that occurs in the [***62] draft stage,' " so that the public is not denied an "' "opportunity to test, assess, and evaluate the data and make an informed judgment as to the validity of the conclusions to be drawn therefrom."' " (*Sutter Sensible Planning, Inc. v. Board of Supervisors, supra*, 122 Cal. App. 3d 813, 822.)

In light of the atmosphere of public concern about the water shortage in the Carmel Valley, and the focused concerns expressed in the comments calling for an analysis of the feasibility of any specific offset pumping site to provide actual mitigation, we believe the identification of the Berube parcel late in the environmental review process warranted further discussion and analysis and an opportunity for public response. Although the Board [**350] may exercise its discretion as to the viability of a policy allowing for off-site water credits as mitigation for increased pumping in the valley, and as to the feasibility of the Berube property in particular for this purpose, it must do so on the basis of information collected and presented in the EIR and subjected to the test of public scrutiny. A revised EIR must include a discussion of the Berube parcel, the history of [***63] water pumping on this property and its feasibility for providing an actual offset for increased pumping on the September Ranch property, as well as the growth-inducing effect of a policy of offset pumping reduction in the Carmel Valley.

Riparian Rights

Riparian Rights can be used for Development

CA(8a) **(8a)** The issue whether the September Ranch property had valid riparian rights and could utilize them to support a private water system for the subdivision also arose late in the environmental review process and suffers from a similar lack of analysis. During the second period for circulation and comment the SWRCB wrote that the applicants would need an appropriative rights permit to pump water because "the alluvium underlying the September Ranch is part of the Carmel River subterranean stream." The applicants then asserted for the first time in a letter dated May 2, 1998, that the property had a riparian right, which ran with the land and entitled them to use water from the subterranean stream without an appropriative permit. Neither the draft **[*132]** EIR nor the revised EIR had mentioned such a right. The SWRCB responded that a valid riparian right could be utilized for project purposes, if such a right existed, but that no [***64] determination had yet been made as to such a right.

The supplemental EIR (vol. 2) added a discussion of riparian rights. *HN26* A valid riparian right can be established if: 1) the property is contiguous to the water course; 2) the property is within the watershed of the water course; and 3) the riparian right has not been severed through subdivision or separate conveyance. The supplemental EIR concluded that the September Ranch was "at least partially contiguous to the water course," namely the Carmel River subterranean stream flow, and that the property was located within the Carmel River watershed. A

title search indicated, and county counsel later confirmed, that the 891-acre September Ranch was a single lot of record. Thus there had been no severing of riparian rights. An early deed showed, however, that September Ranch's riparian rights may have been subordinated to a predecessor utility of Cal-Am. The supplemental EIR reported that riparian rights entitle the owner to use "the amount of water that can be reasonably and beneficially used on the riparian parcel" without applying for a permit. HN27 [***65] In times of shortage a riparian owner must share water with other riparian users, but its rights are superior to the rights of appropriators.

The supplemental EIR clarified that whether the water right was riparian or appropriative, any increase of water use over preproject use would be a significant environmental impact requiring mitigation. In the final changes and corrections to the EIR, mitigation measure 7b was added, which required "either the assurance of a valid riparian claim or the requirement that the applicants secure a permit for an appropriative water right from the State Water Resources Control Board." But this mitigation measure was not included in the conditions of approval in the Board's resolution certifying the EIR.

The trial court pointed out numerous factual and legal issues, as well as policy concerns, that the court believed remained to be resolved before any determination could be made that the property owners have riparian rights sufficient to guarantee a long-term water supply for this project. Even if a riparian right were established, the court found that [***66] the approval of a private water system for a large subdivision, based on a subterranean riparian right under only one portion of the property, [**351] could set an undesirable precedent and have a growth-inducing effect. This, the court found, was a potential cumulative impact which should have been considered and discussed in the EIR. The court concluded that "the failure of the EIR to consider potential growth inducing and/or other cumulative impacts of the use of alleged **[*133]** subterranean riparian rights" was error. Consequently, the Board's findings approving a long-term water supply for the project, to the extent those findings were based on the existence of valid subterranean riparian rights, were not supported by substantial evidence. The judgment granting the writ of mandate directed the preparation of an EIR that properly analyzed whether water rights existed for the project.

Appellants argue that the court erred in ordering that the EIR analyze the legalities of their riparian water rights, contending that CEQA does not require any such analysis. Appellants maintain that as a matter of water law, their land has riparian rights to the subterranean streamflow without [***67] having to obtain a permit. Furthermore, they argue, the EIR explained that whether the water use is based on an appropriative right or a riparian right, the physical impact is still the same. In either case if the project's water use exceeds the preproject use, mitigation is required. Finally, they claim that the petitioners in this case waived any water rights claims by failing to brief them before the trial court.

First, there is no basis for finding that petitioners in this case waived claims regarding water rights issues. These issues were adequately raised in briefing and argument before the trial court. Any failure to fully develop arguments can be attributed in part to the fact that the applicants asserted their intent to utilize their riparian rights very late in the environmental review process. As in the previous section, the late introduction of this theory and new information resulted in an incomplete analysis in the EIR. Furthermore, there was no opportunity for meaningful public comment and response.

CA(9) **(9)** "The purpose of requiring public review is ' "to demonstrate to an apprehensive citizenry that the agency has, in fact, analyzed and considered the ecological implications [***68] of its action.' " . . .' . . . Public review permits accountability and ' "informed self-government."' . . . 'Public review and comment . . . ensures that appropriate alternatives and mitigation measures are considered, and permits input from agencies with expertise' . . . Thus[,] public review provides the dual purpose of bolstering the public's confidence in the agency's decision and providing the agency with information from a variety of experts and sources." (*Schoen v. Department of Forestry & Fire Protection* (1997) 58 Cal. App. 4th 556, 573-574 [68 Cal. Rptr. 2d 343], citations omitted.) The primary reason that public comment is solicited is so that potential significant adverse effects of the project can be identified "at the earliest possible time." (*Laurel Heights Improvement Assn. v. Regents of University of California, supra*, 6 Cal. 4th at p. 1129.) HN28 The requirement in **[*134]** Public Resources Code section 21092.1 that an EIR be recirculated when "significant new information" is added is not intended "to [***69] promote endless rounds of revision and recirculation of EIR's. Recirculation is intended to be [the] exception, rather than the general rule." (*Laurel Heights Improvement Assn. v. Regents of University of California, supra*, 6 Cal. 4th at p. 1132.) We believe the exception applies in all of the circumstances of this case.

CA(8b) **(8b)** The supplemental EIR presented new and significant information regarding the applicants' asserted riparian right, which raised important water issue questions. If the validity of such a right were determined, would this entitle the applicants to rights superior to those of appropriative water users? How would these rights be superior? How would this affect other [**352] riparian water users in the area during times of drought? If the exercise of a riparian right would not require a permit, but would be subject only to a rule of "reasonable use," how is water use regulated and controlled? Can a riparian right underlying one portion of the property be the basis for a private mutual water company providing water to the entire subdivision? Does the exercise of such a right create a precedent for other subdivisions and thus result in a growth-inducing [***70] impact? Is the exercise of a riparian right, which may justify an expanded use of water, consistent with local policies limiting water for new development? Were further mitigation measures warranted? For example, the supplemental EIR added a mitigation measure requiring that the applicants either provide assurance of a valid riparian claim or secure an appropriative permit from the SWRCB. The fact that this mitigation measure was not carried over into the Board's final resolution only illustrates the difficulties presented by adding significant changes late in the EIR process.

In sum, we believe the addition of this new information regarding the asserted riparian right as a basis for long-term water supply for this project changed the EIR "in a way that deprive[d] the public of a meaningful opportunity to comment upon a *substantial* adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect." (*Laurel Heights Improvement Assn. Inc. v. Regents of University of California, supra*, 6 Cal. 4th at pp. 1129-1130; *Sierra Club v. Gilroy City Council* (1990) 222 Cal. App. 3d 30 [271 Cal. Rptr. 393].) We agree with [***71] appellants that the final decision determining county policy on this issue is a matter of the Board's discretion. However, the EIR must provide sufficient information to make the exercise of this discretion an informed one. **[*135]**

TRAFFIC ISSUES

CV Rd Traffic Rules

Traffic issues center around the EIR recommending, and the Board adopting, the payment by the applicants of in-lieu fees into county traffic impact fee programs as mitigation for traffic increases attributed to the project.

The Carmel Valley Road traffic impact fee program is designed to respond to cumulative growth in traffic by generating the funds needed for construction of improvements along Carmel Valley Road. The road is divided into segments with assigned traffic thresholds. Projected traffic increases that will cause a threshold to be crossed trigger the need for improvements designed to return the segment to an acceptable level of service. The fee impact program thus enables the County to collect fees and add roadway improvements as new development increases traffic to unacceptable levels.

The traffic analysis in the draft EIR indicated that on two segments of Carmel Valley Road, segments 6 and 7, the projected traffic [***72] increase from the September Ranch project, plus traffic from already approved projects, would exceed the threshold, thus triggering the need for improvements. As to segment 7, which included the frontage along the September Ranch property, the threshold would be exceeded with existing traffic and projected traffic from projects already approved but not yet built out. The draft found that the traffic increase over the threshold was a significant impact, which could be reduced through the implementation of Carmel Valley Road improvements. As mitigation, the project applicants would be required to pay fees to the County, as established in the traffic impact fee program for Carmel Valley Road.

The Carmel Valley Road traffic impact fees imposed on the project were based on a traffic impact fee ordinance adopted by the Board in 1992. The fee program was enacted to enable the County to fund improvements to Carmel Valley Road on a "pay-as-you-go basis" and to avoid a moratorium [**353] affecting development within the Carmel Valley area. Prior to the issuance of any building permit, a traffic mitigation fee was to be paid into a separate interest-bearing account, to be used "for road [***73] and street improvements to Carmel Valley Road generally consistent with the Carmel Valley Master Plan . . . ." In a 1995 resolution the County adopted a traffic mitigation fee schedule for all new development along Carmel Valley Road. New development was to be assessed $ 16,000 per unit, plus annual increases tied to the construction cost index. The traffic mitigation program calls for regular monitoring of Carmel Valley Road traffic conditions to determine when **[*136]** traffic thresholds along the various segments are reached. The draft EIR found that it was up to the County "to determine the nature and timing of the required improvements to Carmel Valley Road."

A second problem area for traffic involved the intersections along Highway 1 in the vicinity of Carmel Valley Road. The draft EIR found that the level of service at several of these intersections was currently substandard during peak hours. The County, in conjunction with the California Department of Transportation (CalTrans), had prepared a program of interim improvements to address these deficiencies. According to one study, these operational improvements were designed to maintain an acceptable level of service or [***74] better at four intersections along Highway 1 and to support a 27 percent growth in peak hour traffic. The EIR found that unless these proposed interim improvements to Highway 1 were implemented, the traffic increase from this project and other approved projects in the area would "exacerbate unacceptable levels of service of roadways and intersections in the vicinity of Carmel Valley Road and Highway 1 . . . ." As mitigation, the project applicants were to pay to the County, prior to the issuance of building permits, a pro rata share toward the cost of 12 interim Highway 1 improvements. The draft further found, however, that cumulative impacts would eventually require long-range solutions, such as the proposed Hatton Canyon Freeway or the widening of Highway 1.

The final EIR included updated traffic counts, which did not change the statistics significantly. The previous conclusions regarding the two segments of Carmel Valley Road were still valid. Recommended mitigation, as before, involved the payment of fees to the County pursuant to its traffic impact fee program.

The intersections along Highway 1 continued to operate at unacceptable levels. Comments from CalTrans expressed "great [***75] concerns" over the project generating additional traffic along Highway 1, a corridor that already operated at an unacceptable level of service. According to CalTrans, the level of service in that area was not likely to improve significantly until the Hatton Canyon Freeway was built. CalTrans urged that the September Ranch project not be approved until this freeway was completed. [9] The EIR's response to these comments indicated that interim improvements would provide short-term congestion relief pending the construction of the Hatton Canyon Freeway. The EIR provided further that as the decisionmaking body **[*137]** "it is up to the Board of Supervisors to decide when the improvements are scheduled to be completed."

The final EIR noted that the Board and the Transportation Agency for Monterey County had developed a "Deficiency [***76] Plan" calling for 12 operational improvements along Highway 1. The EIR acknowledged that the additional traffic generated by the September Ranch project would cause a significant impact on traffic volumes at these intersections unless the proposed interim improvements to Highway 1 were in [**354] place. State funding for these improvements was to be supplemented with county funds pursuant to the traffic impact fee program. The final EIR recommended that traffic impacts be mitigated by payment by the developer of a pro rata share of the 12 interim improvements to Highway 1 prior to the issuance of building permits.

The Board adopted these fee payment mitigation measures as conditions of approval and also required that the applicants install various circulation improvements on Carmel Valley Road at the entrance to the project, provide a safe transit stop convenient to the entrance, dedicate a right-of-way for future widening of the road, and implement a trip-reduction program. The Board determined that because of the delay in the construction of the Hatton Canyon Freeway, the 12 interim improvements in the vicinity of Carmel Valley Road and Highway 1 would be implemented and would [***77] be funded through collection of Carmel Valley Road traffic impact fees to supplement CalTrans funds. In addition, the Board determined that the project would be phased so that no more than 50 lots could be developed prior to the completion of Highway 1 interim road improvement No. 5, "or another traffic solution for Highway 1 is approved." Improvement No. 5 was the planned construction of dual right-turn lanes onto Highway 1.

CA(10a) **(10a)** Petitioners argued that the mitigation proposed by the EIR and adopted by the Board was inadequate in that the in-lieu fees did not readily translate into actual improvements. They contended that the fees were not likely to result in improvements, considering that the traffic problems were long standing and that the County had failed to act to implement improvements in the past, despite assurances that new projects would not be approved unless the infrastructure was in place to support such projects. Furthermore, allowing the County to determine "the nature and timing" of the improvements was no guarantee that the fees would go to the improvements needed in the areas where the project caused significant impacts. Petitioners argued that the EIR failed as an [***78] informational document because it failed to tie the fee mitigation plan to the actual physical impacts of the **[*138]** project on the environment. They claimed the EIR mitigation plan must identify the nature of specific improvements and their timing and how the improvements would mitigate the impact of the increased traffic. And finally they claimed that the Board's approval of the project with the adoption of these mitigation measures created an inconsistency with the traffic policy in the Master Plan.

The trial court agreed with these arguments. The court acknowledged that in-lieu fees are appropriate in some cases, but reasoned that after the critical threshold is reached or surpassed and the improvements have still not been implemented such fees are no longer adequate mitigation. The court focussed on the County's previous interpretation of policy No. 39.1.6 of the Master Plan, as represented by county counsel in prior litigation involving the Master Plan. Policy No. 39.1.6 of the Master Plan, adopted in 1986, provides that "[e]very effort should be made to obtain funding and proceed with construction of the Hatton Canyon Freeway at the earliest possible date." However, [***79] if after five years of allocation the freeway has not been built, "the Board shall limit further development until the freeway is under construction." In litigation challenging the approval of the Master Plan, county counsel represented that this policy meant that "'if . . . the infrastructure is not available to support growth, growth will not be permitted.' " Specifically, if the Hatton Canyon Freeway were not funded and other mitigation measures were not implemented the County's alternative would be "'not to approve development unless there is infrastructure to support it.' "

[**355] The trial court noted that 12 years had passed since the approval of the Master Plan and that the time for "action, not words" HAD COME. THE COURT CONCLUDED: "With respect to the intersection of Highway One and the other two segments of Carmel Valley Road which have reached the 'threshold' trigger, the EIR should have specifically considered when in fact the improvements are to be done and whether that time period is feasible. The County should have made specific findings as to whether they are going to be done and when. If the improvements are not to be done in the immediate future, then, in [***80] accordance with the [Master Plan], development must be limited or action taken to amend the plan."

Appellants argue that the EIR's traffic analysis and mitigation measures complied with CEQA, that substantial evidence supported the Board's conclusion that traffic impacts would be mitigated, and that the Board's interpretation of Master Plan policy No. 39.1.6 was within its discretion and was reasonable. We agree with appellants.

[*139] First, we restate our standard of review here. Our task is to determine whether the agency prejudicially abused its discretion either by not proceeding in the manner required by law or by making a decision not supported by substantial evidence. (Pub. Resources Code, § 21168.5; *Laurel Heights Improvement Assn. v. Regents of University of California, supra*, 47 Cal. 3d at p. 392.) ***HN29*** We presume the correctness of the agency's decision and the petitioners thus bear the burden of proving that the EIR is legally inadequate or that the record does not contain substantial evidence to support the agency's decision. [***81] (*Al Larson Boat Shop, Inc. v. Board of Harbor Commissioners, supra*, 18 Cal. App. 4th at p. 740; *Barthelemy v. Chino Basin Mun. Water Dist., supra*, 38 Cal. App. 4th at p. 1617.) ***CA(11)*** **(11)** The substantial evidence rule does not require certainty; substantial evidence is "enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached." (Guidelines, § 15384, subd. (a).) Where the dispute is whether adverse affects could be better mitigated, we do not weigh the evidence and determine who has the better argument. (*Laurel Heights Improvement Assn. v. Regents of University of California, supra*, 47 Cal. 3d at p. 392-393.) "We have neither the resources nor scientific expertise to engage in such analysis, even if the statutorily prescribed standard of review permitted us to do so." (*Id.* at p. 393.)

CA(10b) **(10b)** ***HN30*** CEQA requires that an EIR indicate the ways in which a project's significant effects can be mitigated, by setting forth [***82] "mitigation measures proposed to minimize significant effects on the environment." (Pub. Resources Code, §§ 21100, subd. (b)(3), 21002.1, subd. (a), 21061.) The discussion should identify mitigation measures which "could reasonably be expected to reduce adverse impacts if required as conditions of approving the project." (Guidelines, former § 15126, subd. (c), now § 15126.4, subd. (a)(1)(A).) We believe the EIR adequately fulfilled these requirements. It contained a comprehensive traffic analysis that compared the total projected traffic from this project, and from other projects in the area that were approved but not built, against an established capacity threshold for each road segment along Carmel Valley Road and the intersections with Highway 1. It identified problem areas and described the programs designed to address these areas of concern. And it recommended mitigation in the form of pro rata fees paid to a traffic impact fee program established by county ordinance and designed to implement road improvements as needed. Further recommended mitigation was construction of safe transit stops, implementation of a trip reduction program, installation [***83] of circulation improvements [**356] at the entrances to the project site, and dedication of a right-of-way for the widening of Carmel Valley Road. ***HN31***

[*140] Fee-based infrastructure mitigation programs have been found to be adequate mitigation measures under CEQA. (See, e.g., *Russ Bldg. Partnership v. City and County of San Francisco* (1988) 44 Cal. 3d 839, 845 [244 Cal. Rptr. 682, 750 P.2d 324] [upholding transit impact development fee]; *San Franciscans for Reasonable Growth v. City and County of San Francisco* (1989) 209 Cal. App. 3d 1502 [258 Cal. Rptr. 267].) The CEQA Guidelines also recognize that when an impact is not unique to a single project, but is instead the result of cumulative conditions, the only feasible mitigation may involve adoption of ordinances or other regulations designed to address the cumulative impact. (Guidelines, § 15130, subd. (c).) Section 15130 of the Guidelines now specifically provides that an EIR may determine that a project's contribution to a cumulative impact may be mitigated by requiring the project "to [***84] implement or fund its fair share of a mitigation measure or measures designed to alleviate the cumulative impact." (Guidelines, § 15130, subd. (a)(3).) The trial court recognized that the payment of fees and phased improvements was appropriate, at least with respect to traffic impacts which have not yet reached the threshold trigger.

Of course a commitment to pay fees without any evidence that mitigation will actually occur is inadequate. (*Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal. App. 3d 692 [270 Cal. Rptr. 650].) In the *City of Hanford* case, the city had found that certain impacts on groundwater were insignificant, in reliance on a "mitigation agreement" with the water district by which the project applicant agreed to pay the district to purchase water supplies to make up for amounts used by the project. However, the record contained no evidence indicating that any such water supplies were or would be available. Consequently, the developer's promise to pay the fees bore no connection to actual mitigation of impacts. The court found that the EIR was inadequate in this respect

Here, however, the collection of fees was not an idle act. The [***85] EIR reported that the County had adopted the traffic impact fee program in order to fund improvements to Carmel Valley Road. A citizens advisory committee, the Carmel Valley Road Improvement Committee, had studied potential road improvements and had reported to the Board. Studies in the EIR indicated that existing traffic levels at all segments along Carmel Valley Road were below the threshold at the time the EIR was completed. Therefore, the requirement for improvements to bring the service back to an acceptable level had not yet been triggered. However, traffic projected from projects already approved but not yet built would exceed the threshold on segment 7. And both segments 6 and 7 would be exceeded when all approved projects plus the September Ranch project were built out. Planned **[*141]** improvements included intersection channelization and passing lanes on segments 6 and 7, the two segments most affected by the project in this case.

As to the intersections along Highway 1, where the level of service was unacceptable at peak hours, the EIR reported that the County had adopted, and the Monterey County Transportation Agency had endorsed, a deficiency plan to resolve congestion [***86] problems. Twelve interim improvements were proposed. At the time of the final EIR one of the scheduled improvements had been completed and another, improvement No. 5, which was specifically identified in the Board's resolution, was funded and scheduled for construction.

Thus with respect to the problem areas for traffic identified in the EIR, the evidence indicated that road improvement plans were in place and in some cases construction was proceeding. A time schedule for improvement was inherent in the County's traffic impact program, in [**357] that it provided for improvements to be constructed as the traffic triggering the need for the improvements exceeded a projected threshold and the funds to pay for the improvements were generated by the new development.

We are not unsympathetic to concerns, voiced by the trial court, about the County's failure to act in the past to implement road improvements. We do not believe, however, that CEQA requires that the EIR set forth a time-specific schedule for the County to complete specified road improvements. All that is required by CEQA is that there be a reasonable plan for mitigation. (*Sacramento Old City Assn. v. City Council* (1991) 229 Cal. App. 3d 1011 [280 Cal. Rptr. 478]; [***87] see also *Laurel Heights Improvement Assn. v. Regents of the University of California,*

supra, 47 Cal. 3d 376, 418.) Furthermore, we must presume and expect that the County will comply with its own ordinances, and spend the fees it collects on the appropriate improvements to the affected road segments. (See, e.g., Erven v. Board of Supervisors (1975) 53 Cal. App. 3d 1004, 1012 [126 Cal. Rptr. 285].) On this record we find that the traffic impact mitigation fees were sufficiently tied to the actual mitigation of the impacts of increased traffic. We therefore conclude that the EIR's discussion of traffic mitigation measures was adequate and the Board's adoption of the conditions of approval was supported by the evidence.

CA(12a) **(12a)** Furthermore, we find that the Board's determination that the project was consistent with policy No. 39.1.6 of the Master Plan was not an abuse of discretion. The relevant portion of the policy stated that the Board "shall limit further development" until the Hatton Canyon Freeway was under construction. The EIR did not find an inconsistency with this policy **[*142]** because interim improvements were planned to maintain an acceptable [***88] level of service pending the construction of the Hatton Canyon Freeway, or another long-term plan, and because the policy required only that further development be *limited*, not that it was prohibited. The Board's resolution did in fact provide limitations, requiring that development of the project be phased to coincide with completion of identified interim improvements.

CA(13) **(13)** HN32 When we review an agency's decision for consistency with its own general plan, we accord great deference to the agency's determination. This is because the body which adopted the general plan policies in its legislative capacity has unique competence to interpret those policies when applying them in its adjudicatory capacity. (City of Walnut Creek v. County of Contra Costa (1980) 101 Cal. App. 3d 1012, 1021 [162 Cal. Rptr. 224].) Because policies in a general plan reflect a range of competing interests, the governmental agency must be allowed to weigh and balance the plan's policies when applying them, and it has broad discretion to construe its policies in light of the plan's purposes. (Sequoyah Hills Homeowners Assn. v. City of Oakland (1993) 23 Cal. App. 4th 704 [29 Cal. Rptr. 2d 182]; [***89] Greenebaum v. City of Los Angeles (1984) 153 Cal. App. 3d 391, 407 [200 Cal. Rptr. 237].) A reviewing court's role "is simply to decide whether the city officials considered the applicable policies and the extent to which the proposed project conforms with those policies." (Sequoyah Hills Homeowners Assn. v. City of Oakland, supra, 23 Cal. App. 4th at pp. 719-720.)

CA(12b) **(12b)** Here, the EIR discussed the Master Plan, including policy No. 39.1.6, and the Board expressly found that the project was consistent with that policy. We find no abuse of discretion. The purpose of policy No. 39.1.6. was to prevent unacceptable increases in congestion at the intersection of Highway 1 and Carmel Valley Road due to new development until a long-term plan such as the Hatton Canyon Freeway could be implemented. Notwithstanding the representations of counsel during litigation in 1987, the policy did not prohibit all further development until the [**358] freeway was built. We believe the Board was entitled to exercise its discretion to determine what limitations were appropriate in light of its review of current levels of service, approved development and planned interim [***90] improvements. 10

[*143] DISPOSITION

The judgment granting a peremptory writ of mandate is reversed in part and affirmed in part. The matter is remanded to the superior court with directions that the court issue a new writ of mandate ordering the Board to vacate resolution No. 98-500, including the approval of any permits or entitlements for the project described in that resolution, and to vacate the certification of the EIR prepared in regard to the project. The Board shall be ordered not to take any further action to approve the project without the preparation, circulation and consideration under CEQA of a [***91] legally adequate EIR with regard to the water issues discussed in this opinion.

The revised EIR is to investigate and analyze the baseline water conditions on the property at or around the time of the commencement of the environmental review process for this project. Baseline water figures shall reflect actual water use on the property, where possible, and methodologies for determining baseline shall be supported by evidence of actual water use on the property or, where no documentation is available, by good faith estimates of actual historical use.

The revised EIR is to discuss and analyze the growth-inducing impact of mitigating increased pumping over baseline with off-site pumping reduction, including the loss of agricultural lands, and specifically the feasibility of a pumping offset on the Berube parcel, including water availability and pumping history on the Berube parcel and whether there is an actual nexus between reduced pumping on that property and increased pumping on the September Ranch property.

The revised EIR is to discuss and analyze the asserted riparian right of the applicants, including whether such a right has been established, whether it entitles the applicants [***92] to an expanded use of water in derogation of the rights of other water users in the area, whether such a right may support a mutual water system serving the entire subdivision, and whether the utilization of riparian rights may result in a growth-inducing impact.

The portion of the superior court's judgment granting a writ of mandate and directing that the Board prepare a revised EIR to include further discussion regarding mitigation of traffic impacts is reversed.

The superior court's order awarding attorney fees is hereby vacated. Upon remand, the court may issue a new order, in light of our disposition herein, or may reinstate the same order.

[*144] The parties are to bear their own costs on appeal.

Premo, Acting P. J., and Wunderlich, J., concurred.

Footnotes

1 California Environmental Quality Act (CEQA), Public Resources Code section 21000 et seq.

2 This discussion is confined to water issues. We will include the background of the traffic issues in the discussion in that section.

3 Two parties in this action, Ed Leeper and Save Our Peninsula Committee, were dismissed following a demurrer sustained without leave to amend. The remaining petitioner, Responsible Consumers of the Monterey Peninsula, is still a party and is the respondent in appeal No. H020900.

4 As to the asserted changes made to the Board's findings after the Board had adjourned, the trial court noted that the record revealed "numerous instances" where the applicants' attorney had prepared critical documents for county planners. The court disapproved such a practice and pointed out that the County had indicated it had "recognized the problem and taken appropriate action."

5 The two petitions were consolidated only for administrative purposes at trial. Therefore, two separate appeals were filed. The two appeals have been consolidated here for the limited purposes of filing the administrative record, oral argument and decision.

6 The CEQA Guidelines are found at California Code of Regulations, title 14, section 15000 et seq. (hereafter Guidelines).

7 This same language now appears in Guidelines section 15126.4, subdivision (a)(1)(D).

8 This language now appears in Guidelines section 15126.2, subdivision (d).

9 The Hatton Canyon Freeway has not gone forward due to local opposition. At oral argument, respondents represented that state funding for this project has been diverted to other uses.

10 Respondents have raised several further arguments challenging other aspects of the EIR and the Board's action. The trial court determined that its judgment granting a peremptory writ of mandate mooted any additional challenges, which could be raised again depending on the Board's action on remand. Respondents have not cross-appealed and these further issues are not before us at this time.

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Exhibit A

MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

PLANNING & BUILDING INSPECTION DEPARTMENT, Scott Hennessy, Director

168 W. Alisal St., 2nd Floor
Salinas, CA 93901

(831) 755-5025
FAX (831) 757-9516

RECEIVED
AUG - 7 2006
Bestor Engineers

August 3, 2006

Mr. Nader Agha
542 Lighthouse Avenue
Pacific Grove, CA 93950

Subject: Vista Nadura Subdivision (PLN990274)

Dear Mr. Agha:

The County has reviewed the additional information and revised plan for the subject project that was submitted on July 10, 2006. All of the County Department have now deemed the application complete with the exception of Environmental Health (see the attached memorandum dated July 31, 2006). The information requested from Environmental Health must be submitted before the subject application (PLN990274) can be deemed complete.

If you have any questions regarding the requested information that has been requested by Environmental Health, please contact Roger Van Horn at (831) 755-4763.

Sincerely,

Bob Schubert

Bob Schubert, AICP
Senior Planner

Cc: Carl Hooper, Bestor Engineers
Mike Novo
Burke Peas

Project Referral Sheet

Planning & Building Inspection Department
168 W Alisal St 2nd Floor
Salinas, CA 93901
(831) 755-5025

TO: **FIRE DEPARTMENT** **HEALTH DEPARTMENT**
PUBLIC WORKS **WATER RESOURCES AGENCY**
PARKS DEPARTMENT **OTHER:** _____

PLEASE SUBMIT YOUR COMMENTS FOR THIS APPLICATION BY: Monday, July 31, 2006

Project Title: AGHA DURELL D TR
File Number: PLN990274
File Type: SUB
Planner: SCHUBERT
Location: N OF LOS ARBOLES RD CARMEL VALLEY
Assessor's No: 169-011-009-000-M
Project Description:
STANDARD SUBDIVISION TENTATIVE MAP FOR THE SUBDIVISION OF AN EXISTING LOT OF RECORD OF 50 ACRES INTO 20 LOTS RANGING IN SIZE FROM 1.1 ACRES TO 5.2 ACRES, INCLUDING GRADING FOR THE CONSTRUCTION OF 20-FOOT WIDE ACCESS ROAD; AND A USE PERMIT FOR DEVELOPMENT ON SLOPES GREATER THAN 30 PERCENT (ACCESS ROAD). THE PROPERTY IS LOCATED NORTH OF LOS ARBOLES ROAD, CARMEL (ASSESSOR'S PARCEL NUMBERS 169-011-009-000, 169-011-014-000 AND 169-011-015-000), MID CARMEL VALLEY AREA.
Status: COMPLETE INCOMPLETE (circle one)
Recomended Conditions:

The Health Department has reviewed the above referenced application and has considered the application **incomplete**. The following reports and/or information are needed prior to considering the application complete.

PROJECT DESCRIPTION

1. A full and complete description of the project needs to be submitted for approval. Upon receipt of project description, the specific location of the project in the Carmel valley Wastewater Study (Montgomery Study) will be determined and if additional information is requiremented the applicant will be notified.

SEPTIC SYSTEM ISSUES

2. Please contact Mr. Roger Van Horn at 831-755-4763 to arrange an on-site visit to determine septic system feasibility of the proposed project as per Chapter 15.20 MCC (Septic Ordinance) and "Prohibitions", Central Coast Basin Plan, RWQCB.

3. Additional soils and percolation testing are required on the proposed lots for review and approval by the Division of Environmental Health to prove that the site is suitable for the use and that it meets the standards found in Chapter 15.20 MCC (Septic Ordinance), and "Prohibitions", Central Coast Basin Plan, RWQCB. Contact the Division prior to proceeding to determine the scope of work and to oversee soil testing. The testing and report format

Signature: Roger Van Horn **Date:** July 31, 2006

Please return a copy to Planning & Building Inspection Department
IDR Comments Due Date: 07/31/2006
Date IDR Referral Sheet Printed: 07/14/2006

Project Referral Sheet

Planning & Building Inspection Department
168 W Alisal St 2nd Floor
Salinas, CA 93901
(831) 755-5025

TO:	FIRE DEPARTMENT	HEALTH DEPARTMENT
	PUBLIC WORKS	WATER RESOURCES AGENCY
	PARKS DEPARTMENT	OTHER: _____

PLEASE SUBMIT YOUR COMMENTS FOR THIS APPLICATION BY: Monday, July 31, 2006

shall be completed as per the adopted soil report policies of the Department.

4. Information to determine conformance with the Carmel Valley Wastewater Study, Montgomery Study, is necessary for determination of the feasibility of the wastewater disposal.

WATER ISSUES

5. In the event that the development meets the definition of a water system and will require the establishment of a permitted water system and if a individual well or wells are to be used, water quality and quantity information meeting all applicable State and County requirements shall be submitted to the Director of Environmental Health for review and approval as evidence that an adequate water supply exists for the project. The well or wells shall first undergo a minimum of a 72-hour continuous pump test to determine the yield of the well to meet the required quantity. The pump tests shall be made no earlier than June 1 of each year and no later than the first significant rainfall event of the wet season. A representative of the Division of Environmental Health shall witness the pump tests.

6. Please refer to the attached "**Water System Completeness Requirements**" check sheet. This is provided to further detail the requirements of MMC Title 19, Subdivision Ordinance. The items listed may or may not be necessary depending on your final project description.

7. Since Initial Water Use Questionnaire submitted indicates an intensification of water use, a determination shall be made by a hydrogeologist under contract to the County as to the requirement for any additional water resources information. If any hydrologic or hydrogeologic reports are deemed necessary, the County will contract directly with a qualified consultant, at the applicant's expense, upon request of the applicant. A written request to the Division of Environmental Health is necessary to commence with the preparation of a scope of work.

8. The Monterey Peninsula Water Management District (MPWMD) needs to be advised of this project so they may make comments regarding any specific concerns they might have as to water intensification usage. Please contact Henrietta Stern at the MPWMD for information regarding requirements. MPWMD has requested MCDDEH to advise applicants to enter the MPWMD "Preapplication Conference".

Signature: Roger Van Horn **Date:** July 31, 2006

Please return a copy to Planning & Building Inspection Department
IDR Comments Due Date: 07/31/2006
Date IDR Referral Sheet Printed: 07/14/2006

Exhibit B

MONTEREY COUNTY

PLANNING AND BUILDING INSPECTION DEPARTMENT
240 CHURCH STREET, SALINAS, CA 93901 PLANNING: (831) 755-5025 BUILDING: (831) 755-5027 FAX: (831) 755-5487
MAILING ADDRESS: P.O. BOX 1208, SALINAS, CA 93902
COASTAL OFFICE, 2620 1st Avenue, MARINA, CALIFORNIA 93933 PLANNING: (831) 883-7500 BUILDING: (831) 883-7501 FAX: (831) 384-3261

SCOTT HENNESSY, DIRECTOR

September 26, 2002

Nader Agha
542 Lighthouse Ave.
Pacific Grove, CA. 93950

Subject: Vista Nadura Subdivision (PLN990274)

Dear Mr. Agha:

This is to notify you that a staff review of your application finds it to be incomplete, and more information is necessary. A list of the additional information required is attached and must be received in this office and found adequate by the Planning and Building Inspection Department before processing can begin.

Copies of all interdepartmental review comments and requirements are attached for your information. Some of these sheets indicate additional materials are necessary before the project can be deemed complete.

Should you have any questions, please call me at (831) 883-7560.

Sincerely,

Patrick Kelly, AICP
Associate Planner

Project Referral Sheet

Planning & Building Inspection Department
Coastal Office
2620 First Ave
Marina, California
(831) 883-7500

TO: FIRE DEPARTMENT HEALTH DEPARTMENT
PUBLIC WORKS WATER RESOURCES AGENCY
PARKS DEPARTMENT OTHER: _____

Please Submit your recommendations for this application by: Monday, September 23, 2002
Project Title: AGHA DURELL D TR
File Number: PLN990274
File Type: SUB
Planner: KELLY
Location: Carmel Valley Road
Assessor's No: 169-011-009-000-M
Project Description:
Standard Subdivision Tentative Map for the subdivision of an existing lot of record of 50 acres into 20 lots ranging in size from 1.1 acres to 5.2 acres, including grading for the construction of 20-foot wide access road; and a Use Permit for development on slopes greater than 30 percent (access road). The property is located north of Los Arboles Road (Assessor's Parcel Number 169-011-015), Mid Carmel Valley area, Carmel Valley Master Plan area.
Status: COMPLETE/INCOMPLETE (highlight one)
Recomended Conditions:

The Health Department has reviewed the above referenced application and has considered the application incomplete. The following reports and/or information are needed prior to considering the application complete.

1) Provide a map of the proposed subdivision. Upon receipt of the map, the project's location in the Carmel Valley Wastewater Study(Montgomery Study) will be determined and additional information or requirements may apply.
2) Provide to the Director of Environmental Health certification and any necessary documentation that California American Water Company can and will supply sufficient water flow and pressure to comply with both Health and fire flow standards.
3) Provide evidence to the satisfaction of the Director of Environmental Health that the water source for the mutual system meets applicable State and County standards for water quantity and quantity.
4) Since the Initial Water Use Questionaire submitted indicates an intensification of water use, a determination shall be made by a hydrogeologist under contract to the County as to the requirement for any additional water resources information. If any hydrologic or hydrogeologic reports are deemed necessary, the County will contract directly with qualified consultants, at the applicant's expense, upon request of the applicant. A written request to the Division of Environmental Health is necessary to commence with the preparation of a scope of work.
5) Please contact Roger Beretti at 755-4570 to arrange an on-site visit to determine septic system feasibility of the proposed project as per Chapter 15.20 MCC (Septic Ordinance) and "Prohibitions", Central Coast Basin Plan, RWQCB.
6) Soil excavations must be performed on each lot and witnessed by a representative of the Division of Environmental Health. Contact Roger Beretti at 744-4570 to schedule and determine the scope of work.
7) Submit two copies of a soils and percolation testing report for review and approval by the Division of Environmental Health to prove that the site is suitable for the use and that it meets the standards found in Chapter 15.20 MCC (Septic Ordinance), and "Prohibitions", Central Coast Basin Plan, RWQCB. Contact the Division prior to proceeding to determine the scope of work and to oversee soil testing. The testing and report format shall be completed as per the adopted soil report policies of the Department.

Signature: Roger Beretti via email **Date:** September 23, 2002
Please return original to Planning & Building Inspection and make a copy for your records.
IDR Mtg. Date: 09/23/2002

Exhibit C

CARL L. HOOPER R.C.E.
JOHN M. VAN ZANDER, R.C.E., L.S.
H. PATRICK WARD, R.C.E. L.S.
JAMES A. WURZ, R.C.E.

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING • SURVEYING • LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CA 93940
(831) 373-2941 • SALINAS (831) 424-7661 • FAX (831) 649-4118

Transmittal Sheet

TO: MONTEREY COUNTY
HEALTH DEPARTMENT
1270 Natividad Road
Salinas, CA 93906

DATE: 10/1/02
W.O.# 3782.01
RE: Vista Nadura (PLN 99 0274)

ATTN: Roger Beretti

WE ARE FORWARDING VIA: First Class Mail

THE FOLLOWING:
Enclosed:
Print of Tentative Map.

For your information: ☐
For your approval: ☐
As requested by:

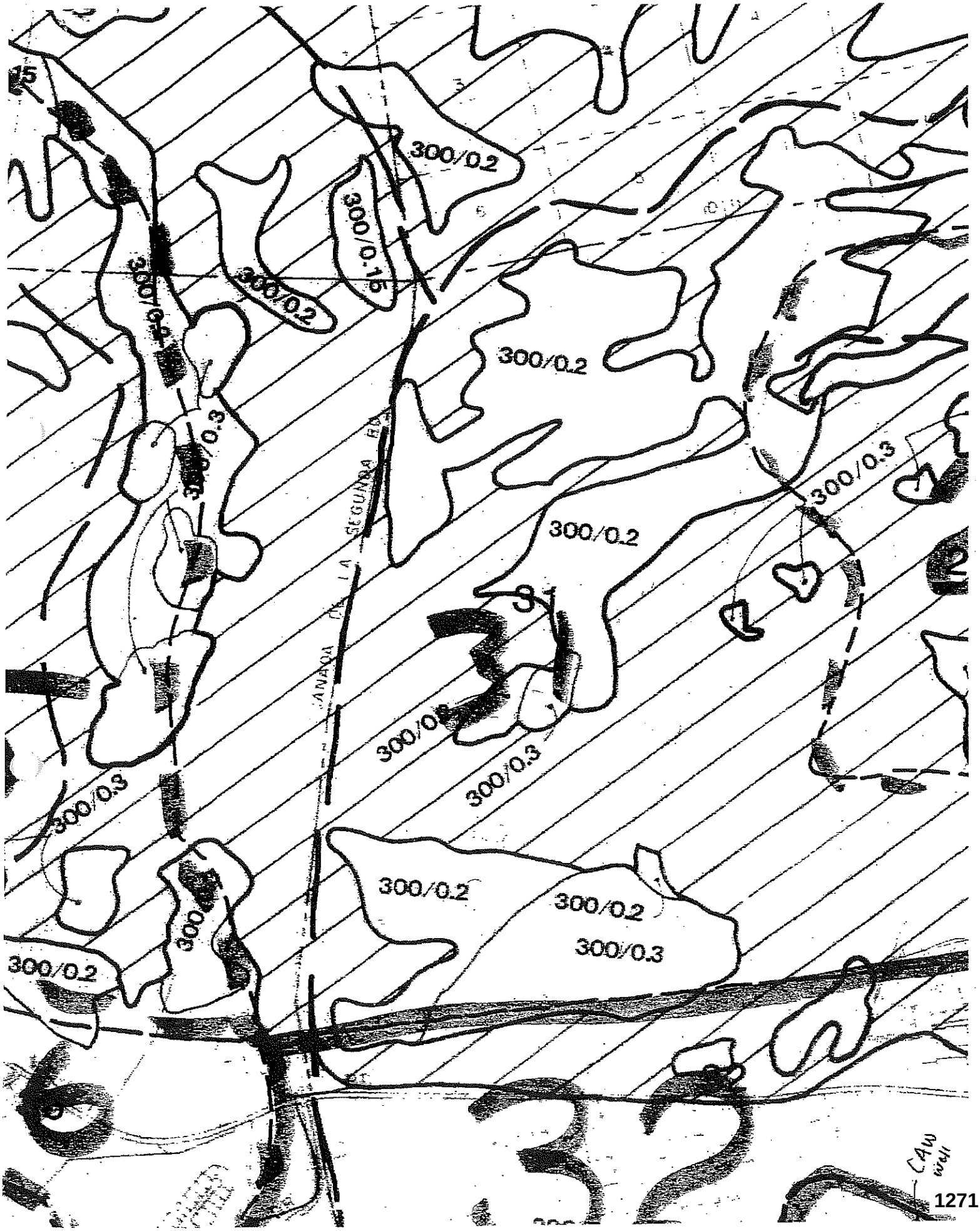
REMARKS:
Please note the intended water system (Note 3). Also, marked print of Montgomery study map showing project outlined in green. Please note that the entire area of small lots and Carmel Valley Manor are all shown in Sub Area 32, and in Drainfield restricted area. My review of Table 3-8 (Page 3-34) shows 31 suitable for 478dv increase, 32 suitable for 30dv increase.

Please call to arrange a site tour.

Sincerely,
BESTOR ENGINEERS, INC.

BY: _____
CARL L. HOOPER

CC: Nader Agha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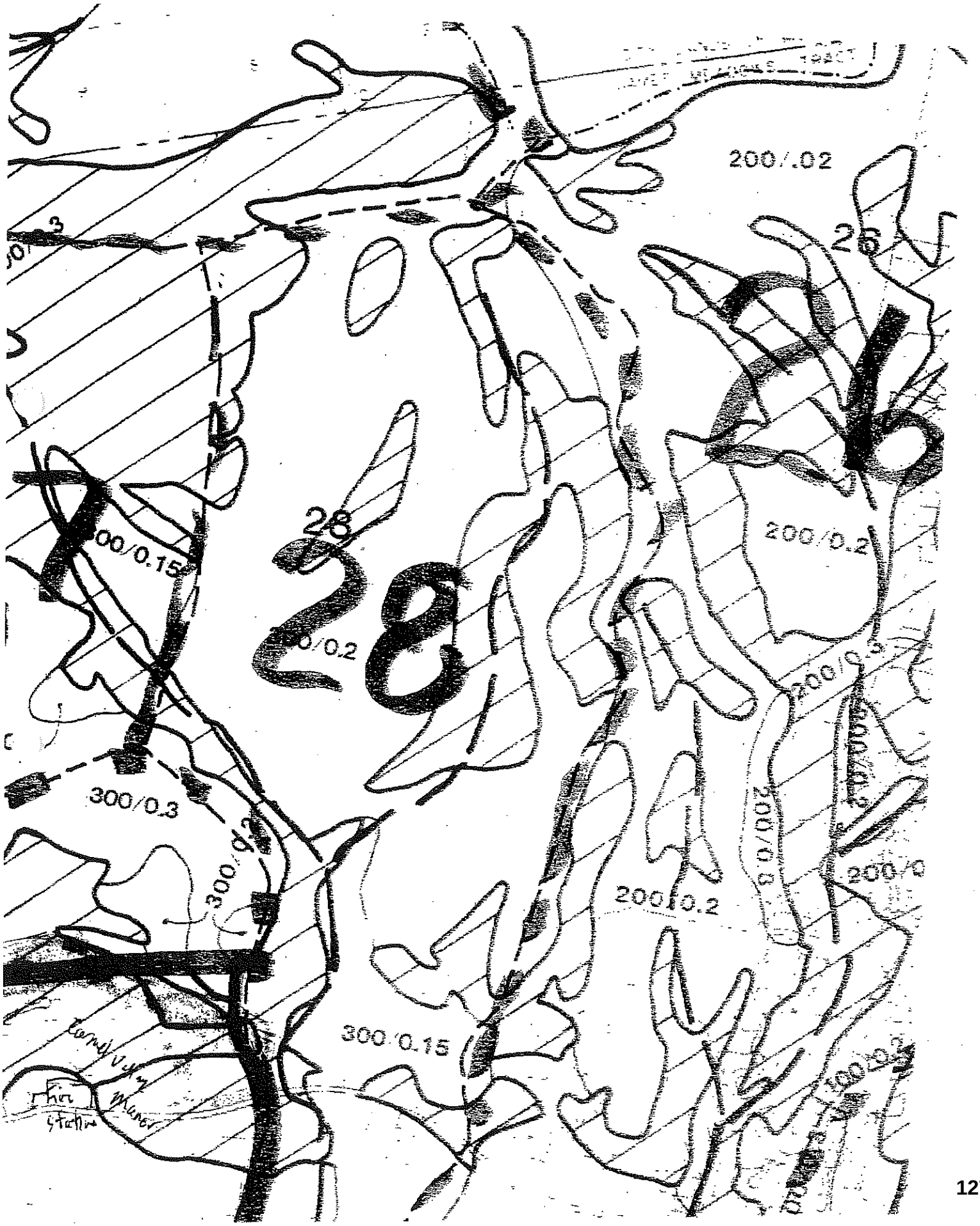
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Exhibit D

WATER CREDIT APPLICATION PROPOSAL

August 15, 1998

Darby Furest, General Manager
Monterey Peninsula Water Management District
187 El Dorado Street
Monterey, CA 93940

Dear Darby:

This application request is made pursuant to our discussion regarding the water credit for Vista Nadura Equestrian Center at 8767 Carmel Valley Road, Carmel, California 93923. This facility had the use of Cal-Am Water gratis for many decades in exchange for easements for main water pipe lines. Nine years ago, Cal-Am decided to commence charging for that water supply. These charges escalated yearly to a point of unreasonable excess.

It is primarily this situation which has lead to our decision to terminate permanently the operation of a horse facility and to obtain water credit for home construction. This would bring about a permanent reduction in water usage which at this time is an average of 2.5 acre feet and as high as 5 acre feet. This permanent reduction in Cal-Am water use would be accomplished by:

1. The permanent removal of the horse operation;
2. Removal of all of the horse drinking fixtures;
3. Removal of all of the paddocks;
4. The use of the District's rules for new construction to reduce and minimize water usage by applying the District's fixture unit methodology;
5. Utilizing the on-site well for landscaping;
6. Agreeing to a deed restriction that the property would not be used for an equestrian center unless and until Cal-Am has secured a reliable and legal supply of water consistent with all state laws and requirements.

I trust this will meet with your approval.

Respectfully yours,

Nader Agha

Monterey Peninsula Water Management District

Water Use Credit Application

IMPORTANT: Applicant must provide sufficient information for District staff to quantify the water credit. Evidence of permanent removal of the previous use will be required. Evidence may include a Water Management District inspection report identifying the fixtures/use, building permits or demolition permits from the jurisdiction, and in some cases, video tapes or photographs of the abandoned use. District staff may request additional information as needed.

TYPE OF CREDIT REQUESTED (Please check one): ☒ Advance ☐ Abandonment within last 18 months

Advance notification of a water use to be abandoned allows reuse of the water credit for five years, with a possible extension for five years. Notification to the District following abandonment allows the credit to be used for 2 ½ years, with a possible 2 ½ year extension.

Applicant Information

Name: NADER AGHA Telephone No. (831) 646-1677

Mailing Address: P.O. BOX 3016 City: MONTEREY State: CA Zip: 93942-30

Property Information

Address: 8767 CARMEL VALLEY ROAD City: CARMEL, CA 93923

Property Owner's Name (if different from applicant): MASULA II LIVING TRUST, DURELL D. AGH TRUSTE

Assessor's Parcel Number (APN) 169-011-~~014~~ 009 015 Cal-Am Account Number: 020-782-5850-03-6

Previous Use: EQUESTRIAN CENTER

Date previous water use will be (~~was~~) abandoned: UPON RECORDATION of tentative ma for residental use or sooner.

Explain how water use capacity is being permanently abandoned on the site. Attach additional information as needed: SEE LETTER TO DARBY FUERST, GENERAL MANAGER OF MONTEREY PENINSULA WATER MANAGEMENT DISTRICT, DATED AUGUST 15, 1998 from NADER AGHA, attached.

If other source of water supply (i.e. well), please list the supply and identify the property where the supply is located: well, 169-011-015

PLEASE RETURN COMPLETED APPLICATION TO:

Monterey Peninsula Water Management District
PERMIT OFFICE
Post Office Box 85
Monterey, California 93942-0085

MPWMD
AUG 19 1998

For more information, please call (408)649-2500

169-011-015

MONTEREY PENINSULA
WATER MANAGEMENT DISTRICT
187 ELDORADO STREET • POST OFFICE BOX 85
MONTEREY, CA 93942-0085 • (831) 649-4866
FAX (831) 649-3678 • http://www.mpwmd.dst.ca.us

March 1, 1999

Mr. Nader T. Agha
Post Office Box 3016
Monterey, California 93942-3016

Subject: Water Credits for Vista Nadura Horse Stables and Training Facility.

Dear Mr. Agha:

This letter is in response to your August 15, 1998 request for documentation of water credits for the Vista Nadura horse stables and training facility at 8767 Carmel Valley Road, Carmel Valley On December 17, 1998, following a request by District staff for further information about the commercial use of the property, you provided various documents to the District to prove that the stable and training facility has been operated as a commercial use. District staff has reviewed the information that you submitted and concurs that the facility is an active commercial use and, therefore, is eligible for a commercial water use credit upon abandonment of the use.

Based on an eight-year record of water provided by the California-American Water Company (Cal-Am) to the site, average annual use is estimated to be 2.43 acre-feet (**Enclosure 1**). Please note that, under normal circumstances, commercial water credits are calculated using the District's *Commercial Water Use Factors*. These factors, which are listed in Table 2 of District Rule 24, are used to estimate projected water use and compute associated connection charges. Historical Cal-Am water use was used to estimate the commercial water credit for the Vista Nadura horse stables and training facility because the District does not have s specific use factor for this type of commercial activity.

The final water credit would be reduced to provide water for the existing residence, and any other water fixtures supplied by Cal-Am, and by 15 percent as required by District Rule 25.5 as a contribution to the District's long-term water conservation goal. It is also noted in your application that you may use water from an existing onsite well for outdoor water uses. The replumbing of all outdoor water uses to the onsite well will reduce the amount of Cal-Am water needed to supply the existing residence. The final water use credit would be determined and made available when the existing commercial water use is permanently abandoned.

District Rule 25.5 outlines the process for receiving credit when water use capacity is abandoned on a site. A copy of this Rule 25.5 is enclosed for your review and records (**Enclosure 2**). The rule provides that staff "shall verify that the reduction is one which is permanent." Due to the unusual use of the property for horse boarding and training, a deed restriction will be necessary

to limit the future use of the property to a residential single-family dwelling with no livestock facilities. The deed restriction will be required before a water use credit is issued and following abandonment of the commercial use. The credit will be valid for sixty months, and can be extended for an additional sixty months if water savings on the site remain unused.

In the event that intensified water use is proposed on the site, the water use credit can be used to offset the water demand of the new use. Use of the credit on parcels other than the parcels listed above is restricted to property that is contiguous and under the same ownership and use. Commercial water use credits may also be transferred to other expanding commercial uses within the jurisdiction and may be transferred directly to Monterey County's public water account. Information about the transfer process is available at the District.

Documentation of water use credits does not constitute approval of any proposed future use of water on the site, nor does it approve the transfer of water credits to another site or to the jurisdiction. Determinations regarding development of the property for uses other than the existing uses will be made by Monterey County. The District's water credit process documents permanent abandonment of a water use on a site, but does not guarantee the ability to reuse the saved water. It should also be noted that future action of the District's Board of Directors following a noticed public hearing could modify the ability to obtain or use water use credits.

At your convenience, please call Gabriella Ayala to schedule an inspection of the property to document the residential water uses. She can be reached at 649-2500. Thank you for you patience and cooperation in this matter.

Sincerely,

Stephanie Locke
Water Demand Manager

enclosures

U:\darby\wp\demand\vista nadura

Cal-Am Water Consumption for Vista Nadura Horse Stables and Training Facility
(All values are in hundred cubic feet, unless noted otherwise)

Month	Calendar Year									Mean
	1990	1991	1992	1993	1994	1995	1996	1997	1998	
January		0	0	0	0	41	148	74	54	40
February		76	53	72	66	0	0	0	55	40
March		0	0	0	0	92	755	120	94	133
April		36	80	62	100	0	0	0	111	49
May		0	0	0	0	85	250	248	0	73
June		95	291	175	170	0	0	0	58	99
July		0	0	0	0	185	265	532	102	136
August	196	197	142	232	240	0	0	270	129	151
September	0	0	0	0	0	229	299	223	0	94
October	79	0	212	177	200	0	0	120	132	105
November	0	146	0	0	0	161	193	107	105	89
December	70	0	130	84	107	0	0	40	43	51
Total	345	550	908	802	883	793	1,910	1,734	883	1,058
Acre-feet	0.79	1.26	2.08	1.84	2.03	1.82	4.38	3.98	2.03	2.43

Source: California-American Water Company

Notes: Mean values are based on Cal-Am records for the period January 1991 through December 1998. One hundred cubic feet (Ccf) equals 748 gallons. One acre-foot equals 325,851 gallons.

Enclosure 1

RULE 25.5 WATER USE CREDITS

A. Except where a permit has been cancelled, returned or revoked under these Rules, a Person may receive a Water Use Credit for the permanent abandonment of some or all of the prior water use on that Site by one of the methods set forth in this Rule. A Water Use Credit shall enable the later use of that water on that same Site.

1. A Person may apply to the District for a Water Use Credit in advance of the abandonment of capacity for water use which that Person may cause on that Site. In such a circumstance, District staff (1) shall verify that the Reduction is one which is permanent, (2) shall quantify the capacity for water use which remains, (3) shall quantify the reduced water use (the abandoned capacity), (4) shall quantify the increment of reduction which exceeds the District's target of 15% conservation based upon the criteria used for the Water Allocation EIR, and (5) shall provide written confirmation of the Water Use Credit based upon the quantity set forth in element (4) above. Credit shall not be given for any reduction which occurs by reason of a District mandated or sponsored program (e.g. retrofit-on-resale). A Water Use Credit obtained pursuant to this method may be applied to, and shall allow future water use on that Site at any time within a period of 60 months. After the 60th month, renewal of this Water Use Credit shall be allowed only upon proof by the applicant that some or all water savings represented by that Credit are current. If all savings are not current, a pro-rata reduction shall occur. A single renewal period of 60 months shall be allowed; thereafter any remaining unused Water Use Credit shall expire. Water Use Credits shall not be transferrable to any other Site.

2. A Person who has not applied in advance to the District for a Water Use Credit (in advance of the abandonment of the capacity for water use) may still request that a Credit be given based on prior reductions in water use capacity which occurred on that Site within the preceding eighteen (18) months. In such a circumstance the applicant shall have the burden to quantify and verify both the reduction of water use capacity, and the date such reduction occurred. District staff shall determine the increment of reduction which exceeds the District's target of 15% conservation as set forth in the Allocation EIR and shall determine the effective date for that reduction in capacity for water use. Credit shall not be given for any reduction which occurs by reason of a District mandated or sponsored program (e.g. retrofit-on-resale); credit shall not be given for any reduction which was completed more than eighteen (18) months prior to the date of the application for the Water Use Credit. The quantity of water determined by staff to be available for a Water Use Credit under this method, once the Water Use Credit has been granted, may be applied to, and shall allow future water use on that Site within thirty (30) months from the date the reduction first occurred, and upon proof by the applicant that those water savings are still current. After the 30th month, renewal of this Water Use Credit shall be allowed only upon proof by the applicant that some or all water savings represented by that Credit are current. If all savings are not current, a pro-rata reduction shall occur. A single renewal period of thirty (30) months shall be allowed; thereafter any remaining Water Use Credit shall expire. Water Use Credits shall not be transferrable to any other Site. Residential Water Use Credits shall not be transferrable to any other Site.

3. A Water Use Credit shall provide the basis for issuance of a permit for an Intensified Water Use on that Site provided (1) the credit is current (has not expired), and (2) provided the abandoned capacity (saved water) forming the basis for the Water Use Credit is determined not yet to have been used on that Site. There shall be no connection charge assessed for the capacity for water used pursuant to any Water Use Credit. Connection charges, however, shall apply to the capacity for water use which exceeds the Water Use Credit, or for any expansion of use following the expiration of the Water Use Credit. No refund shall accrue by reason of water use reduction, or abandonment of capacity, whether or not reflected by a Water Use Credit. Issuance of a Water Use Credit shall not result in any change to a Jurisdiction's Allocation. Use of any Water Use Credit shall similarly not cause a change to a Jurisdiction's Allocation.

(Added by Ordinance No. 60 (6/15/92); amended by Ordinance No. 64 (10/05/92); amended by Ordinance No. 71 (12/20/93))

ANALYTICAL CHEMISTS
and
BACTERIOLOGISTS
Approved by State of California

KEN GALLOWAY
KINGSLEY PACKER

408 724-5422

[illegible] HIGHWAY
WATSONVILLE
CALIFORNIA

WHP41636

9

[illegible] 1953

[illegible] 1979

CERTIFIED ANALYTICAL REPORT

MATERIAL:		PUBLIC
IDENTIFICATION:	[illegible] 1979	HEALTH
REPORT:	Quantitative chemical analysis is as follows expressed as milligrams per liter where not otherwise stated:	DRINKING WATER LIMITS*
pH value (units):	7.95	10.6
Conductivity(micromhos/cm) :	1220	900
Carbonate Alk. (as $CaCO_3$) :	0	120
Bicarbonate Alk.(as $CaCO_3$) :	117	-
Total Alkalinity(as $CaCO_3$) :	117	-
Total Hardness (as $CaCO_3$) :	44.2	-
Total Dissolved Solids	866	500
Nitrate (as NO_3) :	0.1**	45
Chloride (Cl):	224	250
Sulfate (SO_4):	320	250
Fluoride (F):	3.8	1.0
Calcium (Ca):	4.46	-
Magnesium (Mg):	8.03	-
Potassium (K):	3.8	-
Sodium (Na):	204	-
Iron total(Fe):	0.94	0.3
Manganese (Mn):	0.08	0.05

** less than figure stated
* California Administrative Code; Title 22

The undersigned certifies that the above is a true and accurate report of the findings of this Laboratory.

Frank Shields

Analyst

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

WATER WELL DRILLERS REPORT

WO 3811

Do not fill in

No. 063904

State Well No.

Other Well No.

of Permit No.

Permit No. or Date 1378

(1) OWNER: Name Nader Agha

P.O. Box 643

Pebble Beach, Ca. Zip 93953

(2) LOCATION OF WELL (See instructions).

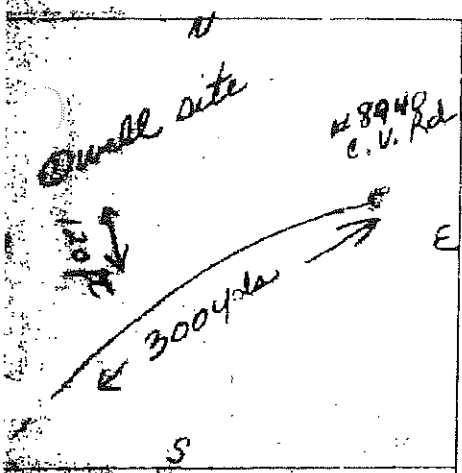
Monterey Owner's Well Number

If address is different from above AP169-011-10

Township Range Section

Distance from cities, roads, railroads, fences, etc. 300 yds west of 8940

Valley Rd & 120 ft North



WELL LOCATION SKETCH

(3) TYPE OF WORK:

New Well [X] Deepening [ ]

Reconstruction [ ]

Reconditioning [ ]

Horizontal Well [ ]

Destruction [ ] (Describe destruction materials and procedures in Item 12)

(4) PROPOSED USE:

Domestic [X]

Irrigation [ ]

Industrial [ ]

Test Well [ ]

Stock [ ]

Municipal [ ]

Other [ ]

(5) EQUIPMENT:

Reverse [ ]

Air [ ]

Bucket [ ]

(6) GRAVEL PACK:

Yes [X] No [ ] Size

Diameter of bore

Packed from 0 to 750 ft.

(7) INSTALLED:

Plastic [ ] Concrete [X]

(8) PERFORATIONS:

Type of perforation or size of screen

From ft.	To ft.	Dia. in.	Gage or Wall	From ft.	To ft.	Slot size
[illegible]	[illegible]	[illegible]	3/16			3/32
[illegible]	[illegible]	[illegible]	3/16	310	750	Fal Flo

(9) WELL SEAL:

Surface sanitary seal provided? Yes [X] No [ ] If yes, to depth 50 ft.

Strata sealed against pollution? Yes [ ] No [ ] Interval ft.

Method of sealing Concrete w/60 ft 3" gravel shute

(10) WATER LEVELS:

Depth of first water, if known ft.

Static level after well completion ft.

(11) WELL TESTS:

Test made? Yes [ ] No [X] If yes, by whom?

Test Pump [ ] Bailer [ ] Air lift [ ]

Depth to water at start of test ft At end of test ft

Discharge gal/min after hours Water temperature

Chemical analysis made? Yes [ ] No [ ] If yes, by whom?

Analysis has made? Yes [ ] No [ ] If yes, attach copy to this report

(12) WELL LOG: Total depth 974 ft. Depth of completed well 760 ft.

from ft.	to ft.	Formation (Describe by color, character, size or material)
0'	3'	Top soil
3'	28'	Chalk rock brown
28'	42'	Chalk rock & some sand
42'	44'	Chalk rock
44'	68'	Sand
68'	88'	Sand - hard
88'	108'	" "
108'	158'	" "
158'	170'	Sand/blue shale/some clay
170'	188'	Hard sand/granite
188'	208'	Clay & shale & hard sand
208'	228'	Brown shale, hard sand
228'	248'	Blue clay & sand streaks
248'	268'	Sand/streaks blue clay, shale
268'	275'	Blue clay, streaks sand & shale
275'	288'	Brown clay
288'	294'	Fine sand
294'	310'	" "
310'	315'	Coarse sand/streaks clay
315'	368'	Coarse sand
368'	388'	Hard sand
388'	408'	" "
408'	428'	Sand & boulders
428'	448'	Sand, boulder, shale
448'	508'	" " "
508'	528'	White fine sand
528'	548'	" " "
548'	551'	Clay gray & fine sand
551'	558'	White fine sand, some clay
558'	628'	Fine white sand
628'	658'	" " "
658'	673'	" " "
673'	688'	Fine sand & clay
688'	708'	Fine sand hard
708'	728'	" " "
728'	750'	Fine sand

CONTINUED ON FORM #063905

Work started 4/19 19 78 Completed 5/27 19 78

WELL DRILLER'S STATEMENT:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

SIGNED Aaron Thornton (Well Driller)

NAME SALINAS PUMP CO. (Person, firm, or corporation) (Typed or printed)

Address 1128 Madison Lane

City Salinas, Ca. Zip 93903

License No. 273053 Date of this report 5/31/78

(REV. 7-76) IF ADDITIONAL SPACE IS NEEDED, USE NEXT CONSECUTIVELY NUMBERED FORM

CARL L. HOOPER, R.C.E.
JOHN M. VAN ZANDER, R.C.E., L.S.
H. PATRICK WARD, R.C.E., L.S.
JAMES A. WURZ, R.C.E.

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 • SALINAS 424-7681 • FAX 649-4118

25 April 2000

MONTEREY COUNTY PLANNING DEPARTMENT
P.O. Box 1208
Salinas, CA 93903

Attn: Mimi Whitney

Re: Vista Nadura, Carmel Valley

Dear Mimi:

Enclosed is the revised 20 Lot Tentative Map for subject project, a follow-up on our August 1999 discussion and site tour. I recognize that you have been shifted to General Plan portion of staff and this letter will be passed on to a newly assigned planner. Please have that planner call me. The following changes have been made:

1. Project is separated into two phases to limit traffic to match current daily trips generated by the existing equestrian operation – 60 trips per day. Six lots of Phase 1 will generate that, at 10 trips per day per home. These are Lots 1-4 and 18-19.

2. Water usage by Phase 1, six single-family lots, will be approximately 6x0.32AFY = 1.92AFY. Historic use, by equestrian operation, as shown by MPWMD (Letter from Stephanie Locke, 1 Mar 99) is 4.23AFY. Dedication of 15% for conversion leaves 3.60AFY, leaving 1.6AFY for future use when traffic limitation is lifted. This would allow five additional homes or alternately, 0.114AF of quality critical water for each of the 14 homes of Phase 2. This would be piped to kitchens, laundry, showers and wash basins in each of these 14 homes.

3. Outdoor water and water for toilet flushing for Phase 2 can be supplied by a new mutual water company to serve Lots 5-17 and 20. This would be a 14 member mutual, served by the existing 1978 well, a new tank on upper slope, and separate main from Cal Am service. This mutual will provide the probable 0.21AF per home for these non-quality critical uses, since this 1978 well has had a history of high iron and manganese, and occasional tests of high nitrates. Note that this system will not be placed into operation with Phase 1.

4. Lot lines in Lot 15-19 area are tweaked to place fences more nearly normal to contours.

5. West end (Lots 1 to 4) are served directly from Carmel Valley Road via existing easement on Lutheran Church property. Connecting road between this group and the cul-de-sac from the east end is deleted, eliminating one creek crossing. Only driveway to mutual water tank will extend west from cul-de-sac.

6. The Qoa (alluvium) area of lots 5-12 and of Lots 16-20 was tested for percolation in 1980 Tentative Map and was proven adequate for community septic tanks and disposal fields to serve several dozen homes in the 1980 Tentative Map (shale) areas to the north. The area of Lots 1-4 is also alluvium, but has not been perc tested.

7. The only questionable geology item is possible Quaternary landslides (Ql's) on the upper portion of Lots 9-13. This was shown on Geoconsultants 1978 report, but does not appear on Rosenberg et al 1997 mapping. It will be fully examined prior to development of Phase 2. If a problem is proven to exist, those several lots will be relocated into the flat Lot 20 area. This does not in any way affect Phase 1, which is the only portion that we anticipate to be approved for recordation in the year 2000.

8. Drainage mitigations for total 20 lots will consist of the three detention basins shown:

Location	Nat'l Area	Road Area x 1000 sf	Lot Imperv. x 1000 sf	Increased cfs	Pond Vol, AF
Lot 1	12 ac	1	4 @ 7	0.8	0.1
Lot 5	27 ac	61	10 @ 7	5	0.4
Lot 19	11 ac	26	5 @ 7	1.7	0.2

(Subject to final drainage report based on final design)

Detained discharge from each will be:
Lot 1 – To Church parking lot pavement.
Lot 5 – Sheet flows on to existing lots to south.
Lot 19 – To County culvert under Carmel Valley Road.
Lot 20 – To westbound Carmel Valley ditch.

9. I assume that application fee will be re calculated based only on 6 lots that can be approved this year.

Sincerely,
BESTOR ENGINEERS, INC.

Carl L. Hopper

Cc: Nader Agha

Enclosure
W.O. 3782.02
CLH/sb.7941VistaNaduraWhitney378202.doc

CARL L. HOOPER, R.C.E.
JOHN M. VAN ZANDER, R.C.E., L.S.
H. PATRICK WARD, R.C.E., L.S.
JAMES A. WURZ, R.C.E.

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 · SALINAS 424-7681 · FAX 649-4118

6 March 2001

MONTEREY COUNTY PLANNING & BUILDING
P.O. Box 1208
Salinas, CA 93903

Attn: Mimi Whitney

RE: Vista Nadura,
Carmel Valley (Agha)

Dear Mimi:

In response to your letter dated 21 December 2000, Mr. Agha has requested that we proceed with a formal application for consideration on its merits.

As discussed in my 25 April 2000 letter, we are of the opinion that only six lots can be approved without causing an increase in traffic, so we suggest that the Tentative Map still address a six lot subdivision. We do feel, however, that the total 20 homes should be addressed in any environmental documents, anticipating a probable limitation to six until improvements to Highway 1 and Carmel Valley Road can adequately mitigate the ultimate 14 additional homes.

Enclosed are the applicable documents to proceed with a formal application:

1. Prints of the Tentative Map

2. Copy of Water Management District letter, (Stephanie Locke) 1 March 1999 acknowledging 2.43 AF existing commercial use water credits of which 85% or 2.065 AF can be released for subdivision use upon cessation at commercial horse operation.

3. Water Well data – Drillers log (Aaron Thornton, 31 May 1978) E-log dated May 4 and 15, 1978, annotated to show TDS at various depths. Total depth was 978' (965 by logger). TDS varied from 570 at 140' – 190', 700-750 TDS at 210' to 650', and increased to 1,000 TDS at 950'. Perforations were at 310 to 750. I can't find official pump test report, but my personal notes dated 16 November 1978 show "pumped 3 days, now at 30 gpm, tastes good, clear. Sent to Watsonville" (Soil Contract Lab) SCL report dated 2 April 1979 (Ken Galloway) showed TDS at 866, hardness at 44.2, very low nitrates (0.1), and only Fe (0.94) and Mn (0.08) exceeding allowable limits. We also have a 12 page report from Bob Barminski dated 7 April 1997 showing TDS at 870, nitrates inexplicably at 54 (was previously 0.1?) Fe at 0.83, and slightly high SO_4. These are the reasons we have suggested dual systems, with well water irrigation and flushing toilets, but Cal-Am for other uses.

4. Copy of percolation test reports dated 1980 showing following results:

   Lot 6 (of current plan) - Boring #27, showing no ground water at 25' depth, and 3.7 iph percolation rate

Lot 17/18 (of current plan) – Boring #16 showing no ground water at 25 feet depth, and 3.76 iph percolation rate

Above church (Lots 1 through 4 of current plan) – Boring #29, showing no ground water at 25 feet depth, and 7.8 iph percolation rate

Since these cover the full width of property, all with better than adequate results, we suggest that they provide ample evidence to preclude the need for any further testing.

5. Copy of GeoConsultants 14 April 1978 Preliminary Geological Investigation, which covered the whole 1,350 acres. The only truly germane issue is the Qls (landslide) area, which partially encroaches into lots 8 – 13 in Phase 2 of this subdivision. This is shown on GeoConsultants Figure 2, Geologic Map, and in Figure 4, Geologic cross section A-A, and is discussed on page 8. This was also discussed in my letter to you dated 25 April 2000, at paragraph 7, where I commented that it does <u>not</u> appear on Rosenberg, et al, 1997 map 97-30. (marked copy enclosed)

6. Preliminary Drainage Analysis is enclosed, showing adequacy of the detention basins shown on Tentative map, and commenting on inadequate effect to warrant offsite storm drain to the Carmel River.

7. As you are aware, we had an EIR in 1980, which covered botanical and biological matters. Nothing is changed regarding those.

Please inform me of the required filing fees, and Mr. Agha will promptly provide those so that the process can proceed.

Sincerely,
BESTOR ENGINEERS, INC.

Carl L. Hopper

cc Nader Agha

Enclosure
W.O. 3782.01
CLH/ab.8681MoCoWhitneyVistaNadura378201.doc

BESTOR ENGINEERS, INC. 9701 BLUE LARKSPUR LANE MONTEREY, CALIFORNIA 93940

Exhibit E

Kelly
PLN 990274

California-American Water Company

Monterey Division
50 Ragsdale Dr., Suite 100, P.O. Box 951 • Monterey, CA 93942-0951

October 23, 2002

Nader Agha
P.O. Box 221337
Carmel, Ca. 93922

RE:APN 169-011-009-000

Dear Mr. Agha:

This letter is to advise that the referenced property is located within the California-American Water Company (Cal-Am) service area. Cal-Am will serve water to this lot under the provisions of the rules, regulations and tariffs of the California Public Utilities Commission (CPUC) and in accordance with all applicable rules, regulations and ordinances and restrictions of the Monterey Peninsula Water Management District (MPWMD) and/or any other regulatory agency with jurisdiction. The applicant for water service must comply with all Cal-Am rules and regulations as are on file with the CPUC and must obtain all required permits and pay all required fees as a condition of service.

This proposal to serve water is valid for an indefinite period of time, is subject to water availability to Cal-Am and to changes or modifications as approved, adopted or directed by the CPUC and/or the MPWMD.

Sincerely,

Kathi Maschio
Water Conservation Specialist

Administration Customer Service Fax

Exhibit F

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 · SALINAS 424-7681 · FAX 649-4118

15 April 2003

MONTEREY COUNTY HEALTH DEPARTMENT
1270 Natividad Road
Salinas, CA 93906
Via Fax: 755-4880

Attn: Roger Beretti

Re: Vista Nadura, PLN 990274
Carmel Valley (Agha)

Dear Mr. Beretti:

In your letter to Nader Agha dated 11/4/02, you stated in paragraph two that a hydrogeologic report would be required to demonstrate the existence of a long term water supply. Mr. Agha urges you to reconsider that requirement, on the basis of the historic land uses on the site, and their related water consumption:

a. Domestic water has been supplied to the property by Cal-Am for many decades. A letter from Stephanie Locke at the Water Management District dated 3/1/99 (copy attached) stated that the District was satisfied that historic Cal-Am use over an eight-year period established an average annual use of 2.43AF/yr.

b. The existing well was drilled by Salinas Pump Company in 1978 (750 feet plus deep, ceased to 750, perforated 310 to 750, and equipped with a 40gpm pump). It has been used for most of the intervening 25 years for irrigation and for dust suppression in the riding rings and paddocks. Most probable usage has been five to seven acre feet per year. This well produces water at 870 ppm TDS, slightly high in sulfate (280) and iron (0.83). It is intended to be used for irrigation and sub-potable interior uses (primarily for toilets) at an average of 0.217AF/yr., whereas the Cal-Am water supply can be used at an annual average of 93gpd per residence for drinking, cooking, showering, and laundry purposes (0.103AF/yr per residence).

Gross use will thus remain within the current and historic total use of about 0.32AF/yr. per dwelling, or a total of 6.4AF/yr. for the 20-lot project. There is a potential net reduction of 1 to 3AF/yr.

Note that the well perforations start at 310, below the shales and clays that occur from 158 to 288, a potentially effective aquaclude that could prevent annual variations in shallower acquifers from having any effect. The sands that provide water to this well then extend for more than 440 feet of thickness. This also affects the total absence of nitrates as exhibited in the 1979 report.

Sincerely,
BESTOR ENGINEERS, INC.

Carl L. Hooper

cc: Nader Agha

Enclosures
W.O. 3782.01
CLH/mr.Rocha/Marie/Carl/10557VistaNaduraHydrogeologic378201.doc

MONTEREY PENINSULA
WATER MANAGEMENT DISTRICT
187 ELDORADO STREET • POST OFFICE BOX 85
MONTEREY, CA 93942-0085 • (831) 649-4866
FAX (831) 649-3678 • http://www.mpwmd.dst.ca.us

March 1, 1999

Mr. Nader T. Agha
Post Office Box 3016
Monterey, California 93942-3016

Subject: Water Credits for Vista Nadura Horse Stables and Training Facility.

Dear Mr. Agha:

This letter is in response to your August 15, 1998 request for documentation of water credits for the Vista Nadura horse stables and training facility at 8767 Carmel Valley Road, Carmel Valley. On December 17, 1998, following a request by District staff for further information about the commercial use of the property, you provided various documents to the District to prove that the stable and training facility has been operated as a commercial use. District staff has reviewed the information that you submitted and concurs that the facility is an active commercial use and, therefore, is eligible for a commercial water use credit upon abandonment of the use.

Based on an eight year record of water provided by the California-American Water Company (Cal-Am) to the site, average annual use is estimated to be 2.43 acre-feet (**Enclosure 1**). Please note that, under normal circumstances, commercial water credits are calculated using the District's *Commercial Water Use Factors*. These factors, which are listed in Table 2 of District Rule 24, are used to estimate projected water use and compute associated connection charges. Historical Cal-Am water use was used to estimate the commercial water credit for the Vista Nadura horse stables and training facility because the District does not have s specific use factor for this type of commercial activity.

The final water credit would be reduced to provide water for the existing residence, and any other water fixtures supplied by Cal-Am, and by 15 percent as required by District Rule 25.5 as a contribution to the District's long-term water conservation goal. It is also noted in your application that you may use water from an existing onsite well for outdoor water uses. The replumbing of all outdoor water uses to the onsite well will reduce the amount of Cal-Am water needed to supply the existing residence. The final water use credit would be determined and made available when the existing commercial water use is permanently abandoned.

District Rule 25.5 outlines the process for receiving credit when water use capacity is abandoned on a site. A copy of this Rule 25.5 is enclosed for your review and records (**Enclosure 2**). The rule provides that staff "shall verify that the reduction is one which is permanent." Due to the unusual use of the property for horse boarding and training, a deed restriction will be necessary

to limit the future use of the property to a residential single-family dwelling with no livestock facilities. The deed restriction will be required before a water use credit is issued and following abandonment of the commercial use. The credit will be valid for sixty months, and can be extended for an additional sixty months if water savings on the site remain unused.

In the event that intensified water use is proposed on the site, the water use credit can be used to offset the water demand of the new use. Use of the credit on parcels other than the parcels listed above is restricted to property that is contiguous and under the same ownership and use. Commercial water use credits may also be transferred to other expanding commercial uses within the jurisdiction and may be transferred directly to Monterey County's public water account. Information about the transfer process is available at the District.

Documentation of water use credits does not constitute approval of any proposed future use of water on the site, nor does it approve the transfer of water credits to another site or to the jurisdiction. Determinations regarding development of the property for uses other than the existing uses will be made by Monterey County. The District's water credit process documents permanent abandonment of a water use on a site, but does not guarantee the ability to reuse the saved water. It should also be noted that future action of the District's Board of Directors following a noticed public hearing could modify the ability to obtain or use water use credits.

At your convenience, please call Gabriella Ayala to schedule an inspection of the property to document the residential water uses. She can be reached at 649-2500. Thank you for you patience and cooperation in this matter.

Sincerely,

Stephanie Locke
Water Demand Manager

enclosures

U:\darby\wp\demand\vista nadura

ANALYTICAL CHEMISTS
and
BACTERIOLOGISTS
Approved by State of California

KEN GALLOWAY
KINGSLEY PACKER

408 724-5422

1224 HIGHWAY
WATSONVILLE
CALIFORNIA

WHP41636

9

[illegible] 1953

[illegible] 1979

CERTIFIED ANALYTICAL REPORT

MATERIAL:
IDENTIFICATION: [illegible] March 1979
REPORT: Quantitative chemical analysis is as follows expressed as milligrams per liter where not otherwise stated:

		PUBLIC HEALTH DRINKING WATER LIMITS*
pH value (units):	7.95	10.6
Conductivity(micromhos/cm) :	1220	900
Carbonate Alk. (as $CaCO_3$) :	0	120
Bicarbonate Alk.(as $CaCO_3$) :	117	-
Total Alkalinity(as $CaCO_3$) :	117	-
Total Hardness (as $CaCO_3$) :	44.2	-
Total Dissolved Solids	866	500
Nitrate (as NO_3) :	0.1**	45
Chloride (Cl):	224	250
Sulfate (SO_4):	320	250
Fluoride (F):	3.8	1.0
Calcium (Ca):	4.46	-
Magnesium (Mg):	8.03	-
Potassium (K):	3.8	-
Sodium (Na):	204	-
Iron total(Fe):	0.94	0.3
Manganese (Mn):	0.08	0.05

** less than figure stated
* California Administrative Code; Title 22

The undersigned certifies that the above is a true and accurate report of the findings of this Laboratory.

Frank Shield

Analyst

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

WATER WELL DRILLERS REPORT

WO 3811

Do not fill in

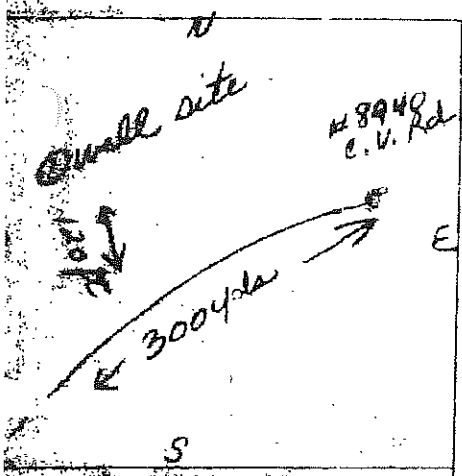
No. 063904

State Well No.
Other Well No.

Permit No. or Date 1378

(1) OWNER: Name Nader Agha
P.O. Box 643
Pebble Beach, Ca. Zip 93993

(2) LOCATION OF WELL (See instructions).
Owner's Well Number
Address if different from above AP169-011-10
Range Section
300 yds west of 8940
Valley Rd & 120 ft North



WELL LOCATION SKETCH

(3) TYPE OF WORK:
New Well ☒ Deepening ☐
Reconstruction ☐
Reconditioning ☐
Horizontal Well ☐
Destruction ☐ (Describe destruction materials and procedures in Item 12)

(4) PROPOSED USE:
Domestic ☒
Irrigation ☐
Industrial ☐
Test Well ☐
Stock ☐
Municipal ☐
Other ☐

(5) EQUIPMENT:
Reverse ☐
Air ☐
Bucket ☐

(6) GRAVEL PACK:
Yes ☒ No ☐ Size
Diameter of bore
Packed from 0 to 750 ft.

(7) INSTALLED:
Plastic ☐ Concrete ☒

(8) PERFORATIONS:
Type of perforation or size of screen

From ft.	To ft.	Dia. in.	Gage or Wall	From ft.	To ft.	Slot size
[illegible]	[illegible]	[illegible]	3/16			3/32
[illegible]	[illegible]	[illegible]	3/16	310	750	Fal Flo

(9) WELL SEAL:
Surface sanitary seal provided? Yes ☒ No ☐ If yes, to depth 50 ft.
Strata sealed against pollution? Yes ☐ No ☐ Interval ft.
Type of sealing Concrete w/60 ft 3" gravel shute

(10) WATER LEVELS:
Depth of first water, if known ft.
Static level after well completion ft.

(11) WELL TESTS:
Was test made? Yes ☐ No ☒ If yes, by whom?
Pump ☐ Bailer ☐ Air lift ☐
Depth to water at start of test ft. At end of test ft.
gal/min after hours Water temperature
Chemical analysis made? Yes ☐ No ☐ If yes, by whom?
Bacteriological test made? Yes ☐ No ☐ If yes, attach copy to this report

(12) WELL LOG: Total depth 974 ft. Depth of completed well 740 ft.

from ft.	to ft.	Formation (Describe by color, character, size or material)
0'	3'	Top soil
3'	28'	Chalk rock brown
28'	42'	Chalk rock & some sand
42'	44'	Chalk rock
44'	68'	Sand
68'	88'	Sand - hard
88'	108'	" "
108'	158'	" "
158'	170'	Sand/blue shale/some clay
170'	188'	Hard sand/granite
188'	208'	Clay & shale & hard sand
208'	228'	Brown shale, hard sand
228'	248'	Blue clay & sand streaks
248'	268'	Sand/streaks blue clay, shale
268'	275'	Blue clay, streaks sand & shale
275'	288'	Brown clay
288'	294'	Fine sand
294'	310'	" "
310'	315'	Coarse sand/streaks clay
315'	368'	Coarse sand
368'	388'	Hard sand
388'	408'	" "
408'	428'	Sand & boulders
428'	448'	Sand, boulder, shale
448'	508'	" " "
508'	528'	White fine sand
528'	548'	" " "
548'	551'	Clay gray & fine sand
551'	558'	White fine sand, some clay
558'	628'	Fine white sand
628'	658'	" " "
658'	673'	" " "
673'	688'	Fine sand & clay
688'	708'	Fine sand hard
708'	728'	" " "
728'	750'	Fine sand

CONTINUED ON FORM 4063905

Work started 4/19 19 78 Completed 5/27 19 78

WELL DRILLER'S STATEMENT:
This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

SIGNED Aaron Thornton
(Well Driller)

NAME SALINAS PUMP CO.
(Person, firm, or corporation) (Typed or printed)

Address 1128 Madison Lane
City Salinas, Ca. Zip 93907
License No. 273053 Date of this report 5/31/78

(REV. 7-76) IF ADDITIONAL SPACE IS NEEDED, USE NEXT CONSECUTIVELY NUMBERED FORM

MONTEREY COUNTY

PLANNING AND BUILDING INSPECTION DEPARTMENT

☐ 240 CHURCH ST. RM 116, SALINAS, CA 93901 PLANNING: (831) 755-5025 BUILDING: (831) 755-5027 FAX: (831) 755-5487
MAILING ADDRESS: P. O. BOX 1208, SALINAS, CA 93902
☐ MONTEREY COURTHOUSE, 1200 AGUAJITO ROAD, RM 003, MONTEREY, CA 93940 (831) 647-7620 FAX: (831) 647-7877

Celebrating 150 Years
MONTEREY COUNTY CALIFORNIA
1850

December 21, 2000

Mr. Nader Agha
542 Lighthouse Ave.
Pacific Grove, CA 93950

Subject: Update of proposed Tentative Map – Vista Nadura

Dear Mr. Agha:

As you know, the Board of Supervisors adopted a Resolution on October 19, 1999 that precludes the Planning and Building Inspection Department from recommending approval of residential subdivisions in Carmel Valley. The Board extended this policy to March 28, 2001 and may extend it again if Caltrans has not developed an alternative plan to increase capacity on State Highway 1 and/or alternative plans have not been prepared to address deficient segments of Carmel Valley Road.

A determination was made by the Board that subdivision applications received prior to October 19, 1999 could proceed, based on their individual merits. Your Request for Application was submitted on June 10, 1999.

At this time, I would recommend that you consider filing your application with the knowledge that an Environmental Impact Report will be required. Planning staff would oversee the Scope of Work and a Request for Proposal would be prepared to send out to qualified EIR preparers. The primary issues to be addressed would include traffic and circulation, water availability, biology, visual impacts, grading, drainage, erosion control, geology and soil stability, archaeology, tree removal, public facility impacts and general plan policies related to Carmel Valley.

Should you have any questions regarding this process, please contact me.

Regards,

Mimi Whitney, AICP
Sr. Planner
(831) 755-5866
whitneym@co.monterey.ca.us

C/Carl Hooper

Exhibit G

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 · SALINAS 424-7681 · FAX 649-4118

28 October 2002

MONTEREY COUNTY HEALTH DEPARTMENT
1270 Natividad Road
Salinas, CA 93906

Attn: Roger Beretti

Re: Vista Nadura

Dear Roger:

We have scheduled Central Coast Drilling (Craig Lambert 469-7524) to drill perc test holes for the Subject 20 Lot Subdivision on November 5th and 6th. We need your direction on depth of holes. Sites will be staked on or about Friday, November 1st. The enclosed mark-up of the Tentative Map shows the proposed holes.

Note that we show one test on each of Lots 1 through 19, and three tests on Lot 20, for evaluation of potential treatment plant effluent, in the event individual lot drain fields are found to be inadequate.

Note that none of the building sites should require drainfields on slopes exceeding 30%, revealing that Montgomery's evaluation was not correct. The perc rates will speak for themselves.

Please call.

Sincerely,
BESTOR ENGINEERS, INC.

Carl L. Hooper

Cc: Nader Agha

W.O. 3782.01
CLH/mr.10277VistaNadura378201.doc

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING · SURVEYING · LAND PLANNING
9701 BLUE LARKSPUR LANE MONTEREY CALIFORNIA 93940

JOB 3782.01
SHEET NO. OF
CALCULATED BY DATE Nov 02
CHECKED BY CLH DATE
SCALE

Vista Nadura Perc Rates

LOT	Final, in/hr		
1	2.52	(30')	1972 test 7.2 iph
2	1.6		
3	1.8		
4	3.2		
5	1.8 (Future Detention Pond on Lot)	(30')	
6	6.48		1972 test 3.8 iph
7	3.24		
8	4.32		
9	4.82		
10	5.4		
11	3.72		
12	4.68		
13	5.4		
14	1.8	(30')	
15 X	0.94 — 3rd Hole was 2.04"/hr		
16	4.32		
17	9.6		
18	4.08		1972 test 3.7 iph
19	2.64	(30')	
20 C	2.6 (100' N of CV Rd, 100' W of Dood Rd)	(30' deep) - (No Water)	
20 B	2.4 (100' N of CV Rd, 300' W of Dood)		
20 A	2.4 (80' N of CV Rd, 650' W of Dood		

All holes were drilled on Nov 5 and 6, 2002 by Craig Lambert of Central Coast Drilling
They were pre-soaked and perc tested on Nov 12, 13 and 14, 2002 by John Hulfpenney, under supervision of Carl Hooper of Bestor Engineering

* Note Min reading, 0.94 iph, indicates less than the minimum allowable rate for Lot 15. Test hole was on 20% slope. Probable house site is at elevation 265, 50' above test hole, and on flatter area.

31

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 · SALINAS 424-7681 · FAX 649-4118

6 November 2002

MONTEREY COUNTY HEALTH DEPARTMENT
1270 Natividad Road
Salinas, CA 93906
Via Fax: (831) 755-8929

Attn: Roger Berretti

Re: Vista Nadera, Carmel Valley

Dear Roger,

As stated in my letter to you last week, we have proceeded with drilling for the percolation tests and are starting to pre soak this afternoon, for perc tests to begin tomorrow, 7 November 2002. I will meet you onsite at your convenience. In the absence of comments about depth, we placed 10 foot holes on all lots, with 3 on Lot 20. We've put 6 at 20' depth for ground water observation in to upper 19 lots, and will have two at 30' in Lot 20.

Craig Lambert states that most have some clays, some gravels, and are basically colluvium. His logs will be available at the end of this week. We feel quite confident that the percolation test will prove successful.

Sincerely,
BESTOR ENGINEERS, INC.

CARL L. HOOPER

cc: Nader Agha

W.O. 3782.01
CLH/rd.10293VistaNadura3782.01.doc

35

1 0

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 · SALINAS 424-7681 · FAX 649-4118

1 October 2003

MONTEREY COUNTY HEALTH DEPARTMENT
1270 Natividad Road
Salinas, CA 93906

Attn: Roger Beretti

Re: Vista Nadura (Agha) Tentative Map
APN 169-011-009, 014, & 015
PLN 990274

Dear Roger:

Enclosed are copies of the November 2002 boring logs, Percolation Test data sheets, and key map showing the results of the 22 percolation tests. There are minor corrections from our 4/14/02 letter where exact times were incorrectly applied to the final percolation rate. All 22 holes exceed one-inch per hour (minimum was 1.08 on Lot 15).

Holes were drilled by Central Coast Drilling and logged by Craig Lambert on 11/5/02 and 11/6/02. 22 logs are also enclosed. Ten-foot holes were placed on each lot (three on Lot 20) for percolation. Additional 20-foot holes were placed on Lots 1, 5, 14, and 19. 30-foot holes were drilled at Lots 20A and 20C. No ground water was encountered (nor was any found later). No bedrock or shale were encountered.

All holes were pre-soaked on 11/13/02 or 11/14/02, then tested on 11/14/02 or 11/15/02. At your request, the holes that remained open (6, 2 and 3) were again pre-soaked on 6/9/03 and re-tested on 6/10/03. The enclosed tabulation shows the final percolation rates after four hours (third hour on one hole, which was refilled and gave erroneous result in the fourth hour). The lowest rate was 1.08 inches per hour (Lot 15), 1.8 (Lot 3) and 1.92 (Lot 2). Six holes were between two and three inches per hour, and the remaining 13 varied from 3.7 to 8.3 inches per hour. All tests indicate acceptable percolation rates for normal disposal trenches.

The three tests on Lot 20 (2.52, 2.76 and 2.08 inches per hour) would appear to make the flat area adjacent to Carmel Valley Road an ideal location for a master septic tank area, in the event that multi-family low income housing should be developed in lieu of the proposed 20-lot acre-minimum single family lots.

In view of the obviously acceptable drainfield tests, and considering the proven lack of nitrate problem (see our 6/5/03 letter to Mary Ann Dennis, copy attached), we ask that you notify Planning that the proposed 20-lot Tentative Map is acceptable as complete and ready for processing.

Sincerely,
BESTOR ENGINEERS, INC.

Carl L. Hooper

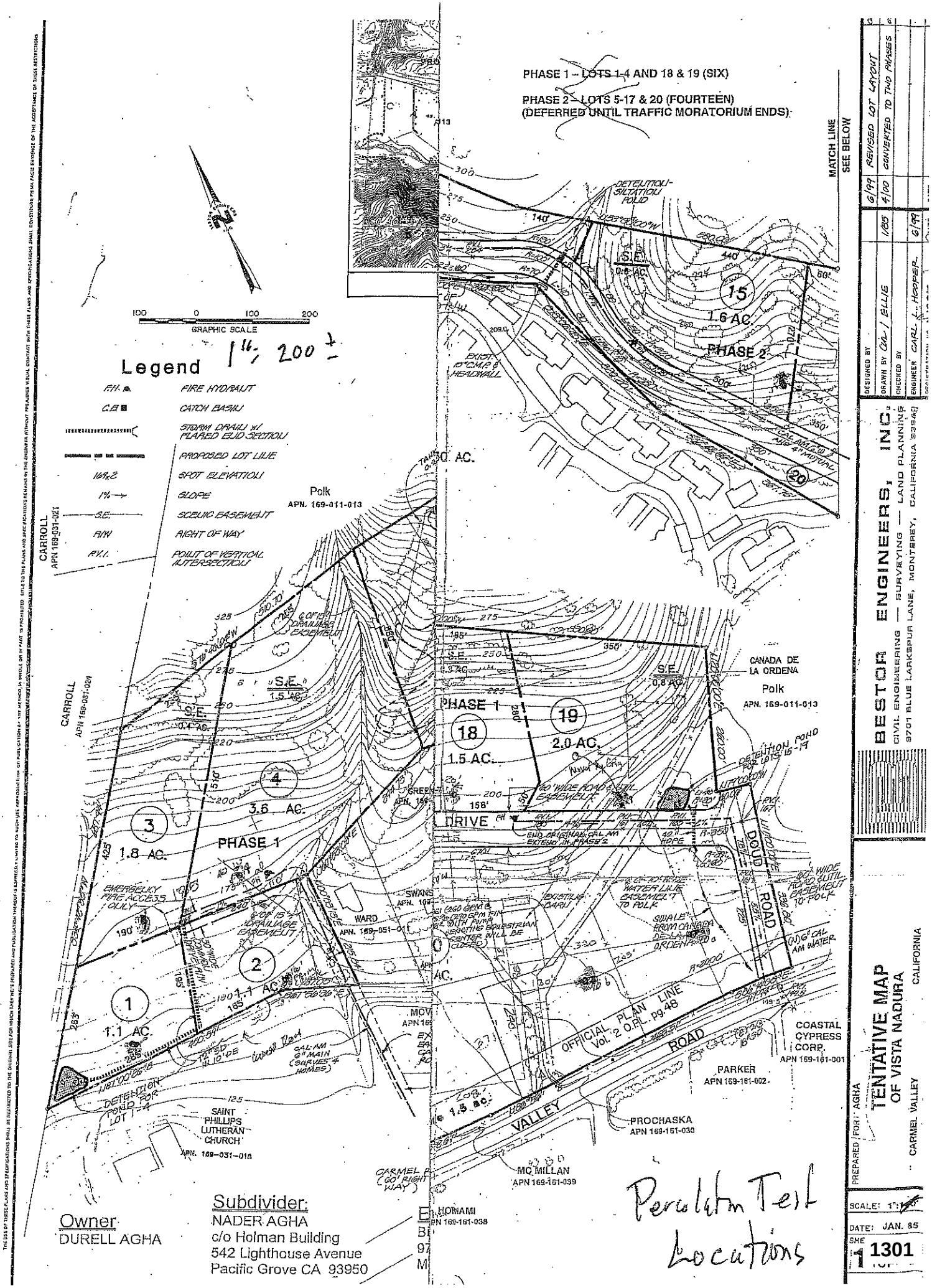
cc: Nader Agha
Robert Rosenthal

Enclosures
W O 3782 01
CLH:mr Rocha/Mario Carl-10943MoCoHealthDept378201 doc

VISTA NADURA
PERCOLATION TEST RESULTS
W.O. 3782.01
10/1/03

Lot	Perc Rate (inches per hour)	6/9/03 Re-test
1	2.28	
2	1.92	3.9
3	1.8	2.4
4	4.2	
5	2.64 (Future Det. Pond on Lot)	
6	8.28	8.8
7	3.72	
8	7.8	
9	5.16	
10	5.64	
11	3.72	
12	4.2	
13	5.64	
14	4.08 (30')	
15	1.08	
16	6.04	
17	8.13	
18	4.37	
19	2.76 (30')	
20C	2.52 (30' deep) (No water)	
20B	2.76	
20A	2.08	

All holes were drilled on 11/5/02 and 11/6/02 by Craig Lambert of Central Coast Drilling. They were pre-soaked and percolation tested on 11/12/02, 11/13/02 and 11/14/02 by John Halfpenny, under supervision of Carl Hooper of Bestor Engineers, Inc.


PHASE 1 – LOTS 1-4 AND 18 & 19 (SIX)
PHASE 2 – LOTS 5-17 & 20 (FOURTEEN)
(DEFERRED UNTIL TRAFFIC MORATORIUM ENDS)
MATCH LINE SEE BELOW
GRAPHIC SCALE
100 0 100 200
1" = 200'
Legend
F.H. FIRE HYDRANT
C.B. CATCH BASIN
STORM DRAIN w/ FLARED END SECTION
PROPOSED LOT LINE
SPOT ELEVATION
SLOPE
S.E. SCENIC EASEMENT
R/W RIGHT OF WAY
P.V.I. POINT OF VERTICAL INTERSECTION
CARROLL APN 169-031-021
Polk APN. 169-011-013
CANADA DE LA ORDENA
PHASE 1
PHASE 2
15
1.6 AC.
18
1.5 AC.
19
2.0 AC.
4
3.6 AC.
3
1.8 AC.
2
1.1 AC.
1
1.1 AC.
DRIVE
DOUD ROAD
VALLEY ROAD
OFFICIAL PLAN LINE Vol. 2 O.P.L. pg. 48
COASTAL CYPRESS CORP. APN 169-161-001
PARKER APN 169-161-002
PROCHASKA APN 169-161-030
MC MILLAN APN 169-161-039
HONAMI APN 169-161-038
SAINT PHILLIPS LUTHERAN CHURCH APN. 169-031-018
DETENTION POND FOR LOT 1-4
DETENTION POND FOR LOTS 15-19
EMERGENCY FIRE ACCESS ONLY
CAL-AM 6" MAIN (SERVES 4 HOMES)
CARMEL R (60' RIGHT WAY)
Owner
DURELL AGHA
Subdivider:
NADER AGHA
c/o Holman Building
542 Lighthouse Avenue
Pacific Grove CA 93950
Percolation Test Locations
BESTOR ENGINEERS, INC.
CIVIL ENGINEERING — SURVEYING — LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
TENTATIVE MAP OF VISTA NADURA
CARMEL VALLEY CALIFORNIA
PREPARED FOR: AGHA
DESIGNED BY
DRAWN BY CAL / ELLIE 1/85
CHECKED BY
ENGINEER CARL L. HOOPER 6/99
6/99 REVISED LOT LAYOUT
4/00 CONVERTED TO TWO PHASES
SCALE: 1"=
DATE: JAN. 85
SHE 1301

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 · SALINAS 424-7681 · FAX 649-4118

5 June 2003.

MONTEREY COUNTY HEALTH DEPARTMENT
1270 Natividad Road
Salinas CA 93906

Attn Mary Ann Dennis

Re: Carmel Valley Area 32
Moratorium – Nitrate

Dear Mary Ann:

We just received the enclosed report from Tom Lindberg at MPWMD for Schulte Road Observation Well.

Please note that Nitrates are shown to be less than 1.0 mg/l, versus allowable of 10 as NO3.

We believe that this is adequate proof that Montgomery fears in 1982 were overly cautious. We believe it is now time to reconsider the Sub-Area 32 prohibition against subdivision and ask that the Vista Nadura Vesting Tentative Map be deemed acceptable.

Sincerely,
BESTOR ENGINEERS, INC

Carl L. Hooper

cc: Nader Agha
Robert Rosenthal
Roger Berretti (Health Dept.)

W O 3782 01
CLH/th:Reception-My Documents-Carl 10494MoCcHealthDept37821.doc

MONTEREY PENINSULA
WATER MANAGEMENT DISTRICT
5 HARRIS COURT BLDG. G • P.O. BOX 85
MONTEREY, CA 93942-0085 • (831) 658-5600
FAX (831) 644-9560 • http://www.mpwmd.dst.ca.us

RECEIVED
JUN - 4 2003
DESTOR ENGINEERS, INC.
9201 BLUE LARKSPUR MONTEREY CA

TRANSMITTAL

TO: Carl Hooper
9-01 Blue Larkspur Lane
Monterey, CA 939-0

DATE: 5/28/2003

RE: Water Quality Record for Well on Schulte Road

WE ARE SENDING YOU:

___ DOCUMENTS
X DOCUMENTS YOU REQUESTED
___ COPY OF LETTER
___ AGREEMENT OR CONTRACT
___ OTHER

THE ABOVE ITEMS ARE SUBMITTED:

- [X] At your request
- [ ] For your information and files
- [ ] For your approval
- [ ] Please review and comment
- [ ] For your action
- [ ] Please sign and return
- [ ] Please telephone me

REMARKS: The attached page includes water quality results for the well near the corner of Carmel Valley Road and Schulte Road for the period from October 10, 1991 through November 17, 2002. We're working out a couple of glitches in our Report program; specifically, results for orthophosphate that were below the detectable level of 0.03 mg/l were displayed as -0.03, and the dates for 2001 and 2002 were displayed as 1901 and 1902. In order to expeditiously process your request, I have taken the liberty of correcting these items by hand on your copy.

COPIES TO: file

BY: Thomas Lindberg
Thomas Lindberg

Please feel free to contact us if you have questions regarding these data.

CHEMICAL ANALYSIS OF GROUND WATER

(Values in milligrams per liter except where noted)

Well Name: SCHUTE — Assessor's Parcel Number:

Well Number: T16S/R1E 23E4 — Reference Elevation (feet AMSL): 109.66

DATE	SPECIFIC CONDUCTANCE (µmhos/cm)	pH (Units)	CHLORIDE	AMMONIA NITROGEN as NH3	NITRATE as NO3	SULFATE	TOTAL ALKALINITY as CaCO3	IRON	MANGANESE	DEPTH TO WATER (feet)	CALCIUM	MAGNESIUM	SODIUM	POTASSIUM	ORGANIC CARBON	ORTHO PHOSPHATE
10/10/1997	1054		113	<0.10	< 0.5					35.9						
01/08/1992	909	7.1	75		3.0		218	--	-	35.1	4.19	1.96	4.20	.07	2.09	
04/08/1992	1030	--	78	3.75	3.8	313	242	1.30	0.72	28.5						
10/14/1992	10[illegible]	6.9	96	<0.10	2.0	159	262	4.40	0.71	33.8	4.94	1.81	4.13	.05	2.00	
04/07/1993	1091	6.9	180	<0.10	1.2	201	266	6.90	0.80	26.5	4.34	2.05	4.00	.07	2.00	
10/06/1993	112	7.3	102	<0.10	1.9	211	268	5.50	0.86	31.7	5.38	2.05	3.95	.06	1.80	
04/19/1994	1060	7.9	90	<0.05	< 1.0	152	278	1.60	0.83	28.2	4.64	1.89	4.13	.05	2.00	
10/12/1994	1100	7.0	92	<0.05	8.0	221	280	3.00	0.80	34.0	4.89	2.05	4.04	.06	2.20	
04/19/1995	1114	7.3	92	<0.05	2.0	178	270	3.30	0.82	--	4.99	1.97	3.82	.05	2.00	-
11/03/1995	1135	8.0	98	0.05	< 0.1	185	239	0.10	0.63	-	5.08	2.13	4.00	.05	2.40	.05
04/24/1996	1097	8.0	90	<0.05	2.0	168	263	1.80	0.76	--	4.79	2.13	3.74	.06	5.14	<.03
11/07/1996	1123	7.9	103	0.05	< 1.0	186	273	0.51	0.83	--	5.43	2.22	4.35	.06	5.40	.04
11/19/1997	1114	6.6	103	0.05	< 1.0	187	266	1.22	0.77	--	4.99	2.46	4.00	.05	1.84	.09
10/26/1998	1141	7.6	93	0.13	< 1.0	186	272	1.37	0.71	-	5.53	2.22	4.08	.06	2.10	.20
10/28/1999	1108	7.3	94	0.09	< 1.0	178	254	2.34	0.77	--	5.23	2.13	3.95	.06	2.20	<.03
10/24/2000	1015	7.2	88	0.08	< 1.0	159	233	8.32	0.08	--	4.89	1.97	3.65	.09	2.70	.15
10/24/2001	1060	7.2	94	0.10	< 1.0	174	248	2.89	0.62	--	5.28	1.81	3.82	.04	2.10	--
11/17/2002	1071	7.1	76	0.20	< 1.0	133	258	3.40	0.73	--	4.64	1.81	3.69	.06	2.80	.69

W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project Vista Nadura Lot # 1 Map Date _____

Test Hole # 1 Date 11/15/02 Driller _____

Pre Soak Date 11/14/02 Perc Date _____ Duration _____

Health Department Witness _____ Measured by JLH

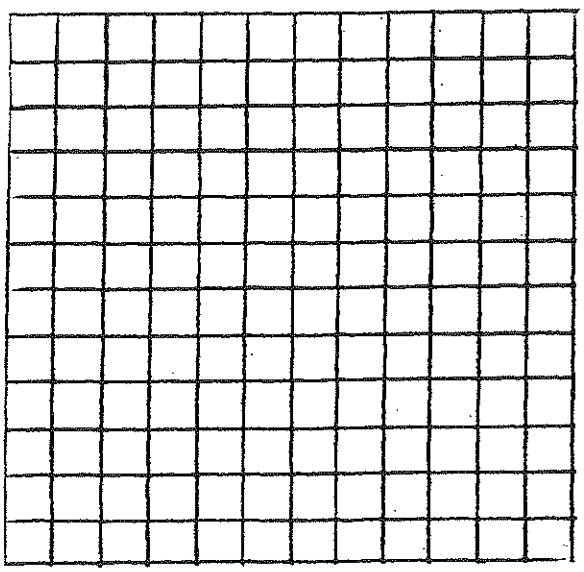
Depth _____ Depth to Ground Water _____ Final Rule 2.28"/hr

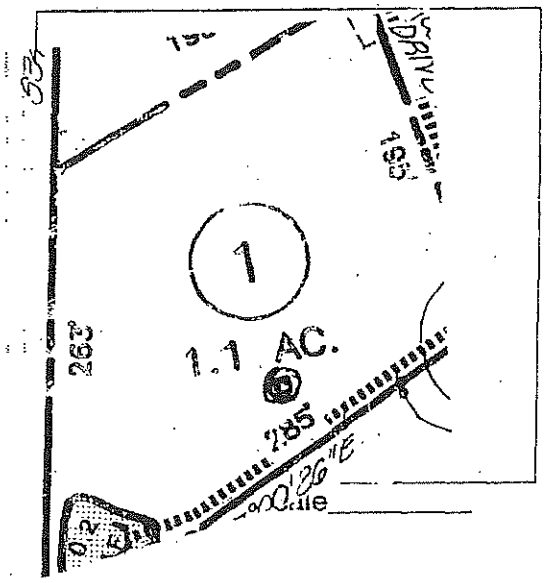
Project Engineer _____

20' DAY @ 9:19A & @ 1:19P

	Time	Depth to Water	TIME ~~Minutes~~	DEPTH ~~Depth to Water~~
1	9:19A	-1 34	12:39P	-3 47
2	9:39A	-1 97	12:59P	-3 52
3	9:59A	-2 39	1:19P	-3 59
4	10:19A	-2 65		
5	10:39A	-2 84		
6	10:59A	-3 00		
7	11:19A	-3 13		
8	11:39A	-3 23		
9	11:59A	-3 31		
10	12:19P	-3 40		

0.19' = 2.28"/hr





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 2 Map Date

Test Hole # 2 Date 11/15/02 Driller

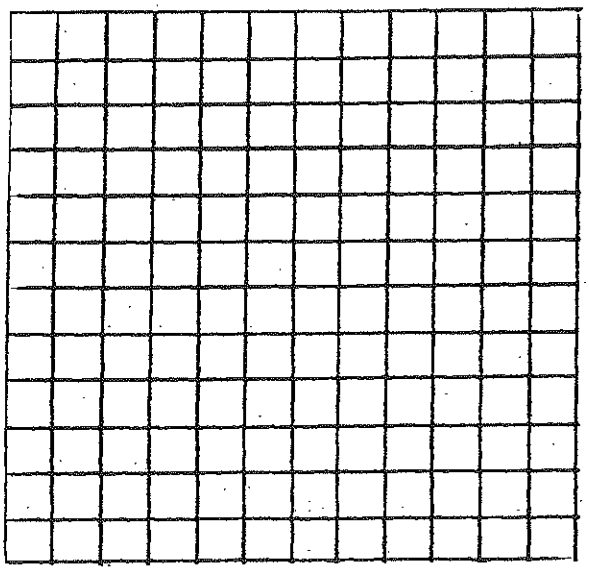
Pre Soak Date 11/14/02 Perc Date Duration

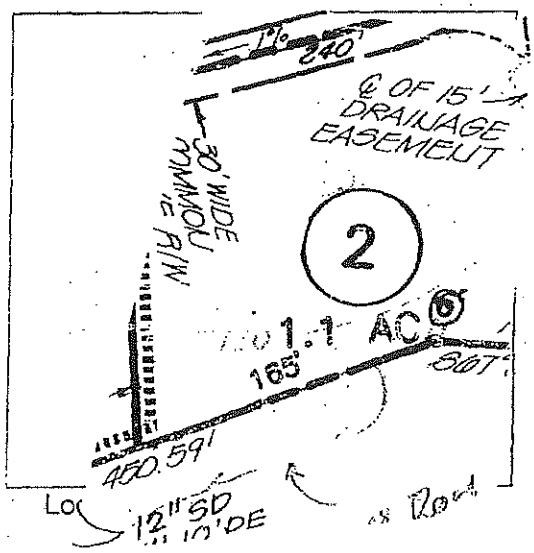
Health Department Witness Measured by JLH

Depth Depth to Ground Water Final Rate 1.92"/hr

Project Engineer

	Time	Depth to Water	Time ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:17A	-0 75	12:37P	-1 85
2	9:37A	-1 02	12:57P	-1 91
3	9:57A	-1 20	1:17P	-1 96
4	10:17A	-1 33		
5	10:37A	-1 45		
6	10:57A	-1 52		
7	11:17A	-1 61	0.16' =	1.92"/hr
8	11:37A	-1 69		
9	11:57A	-1 73		
10	12:17P	-1 80		





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 3 Map Date

Test Hole # 3 Date 11/15/02 Driller

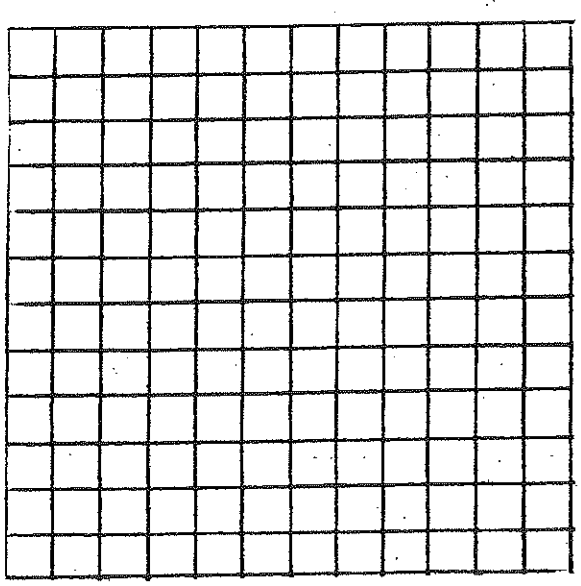
Pre Soak Date 11/14/02 Perc Date Duration

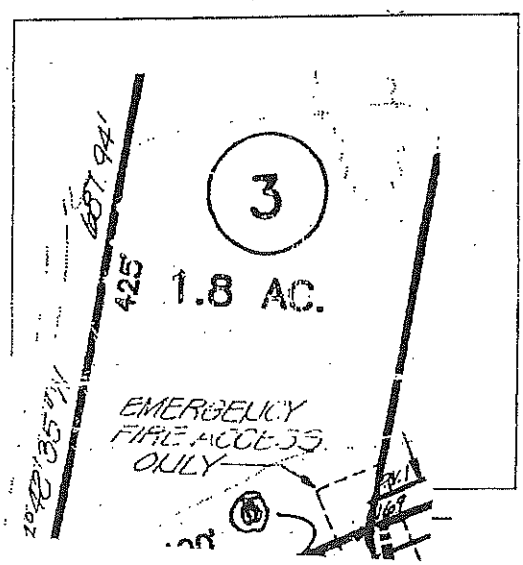
Health Department Witness Measured by JLH

Depth Depth to Ground Water Final Rule

Project Engineer

	Time	Depth to Water	TIME ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:21 A	-4.13	12:41 P	-4.83
2	9:41 A	-4.27	1:01 P	-4.88
3	10:01 A	-4.32	1:21 P	-4.93
4	10:21 A	-4.42		
5	10:41 A	-4.50		
6	11:01 A	-4.56		
7	11:21 A	-4.63		
8	11:41 A	-4.68	0.15' =	1.8"/hr
9	12:01 P	-4.73		
10	12:21 P	-4.78		





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADUKA Lot # 4 Map Date

Test Hole # 4 Date 11/15/02 Driller

Pre Soak Date 11/14/02 Perc Date Duration

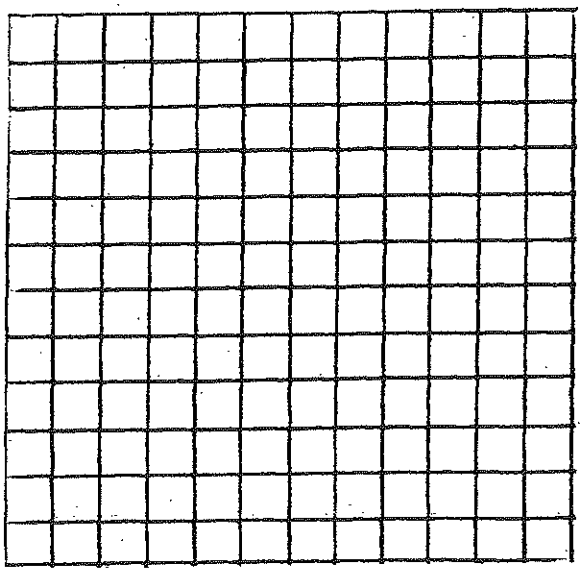
Health Department Witness Measured by JLH

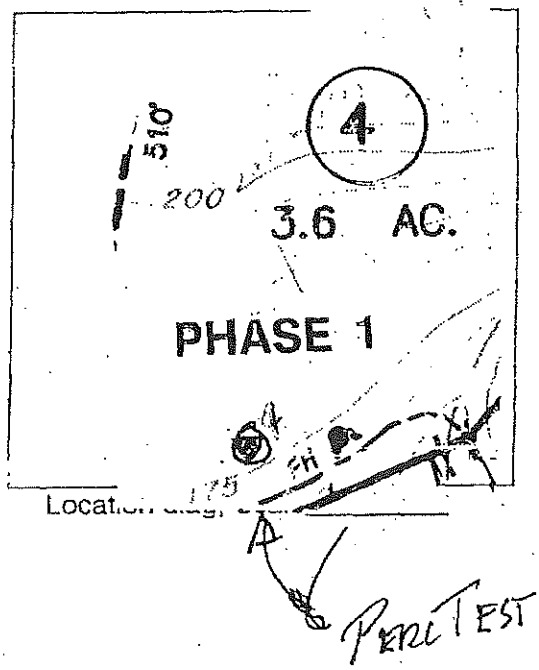
Depth Depth to Ground Water Final Rate 4.2"/hr

Project Engineer

20' HOLDING WATER @ 9:15A

	Time	Depth to Water	TIME ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:15 A	-2 72	12:35P	-5 19
2	9:35A	-3 20	12:55P	-5 31
3	9:55A	-3 40	1:15P	-5 41
4	10:15A	-3 95		
5	10:35A	-4 20		
6	10:55A	-4 41		
7	11:15A	-4 62		
8	11:35A	-4 81	0.35' = 4.2"	
9	11:55A	-4 92		
10	12:15P	-5 00		





Location diagram

W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NATURA Lot # 5 Map Date

Test Hole # 5 Date 11/14/02 Driller

Pre Soak Date 11/13/02 Perc Date Duration

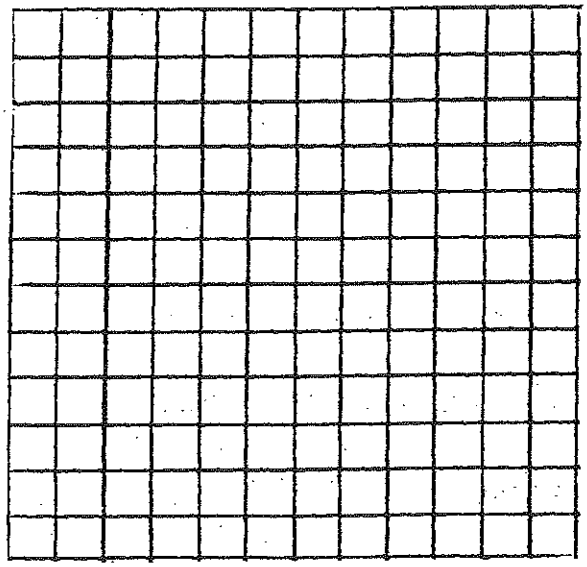
Health Department Witness Measured by JLH

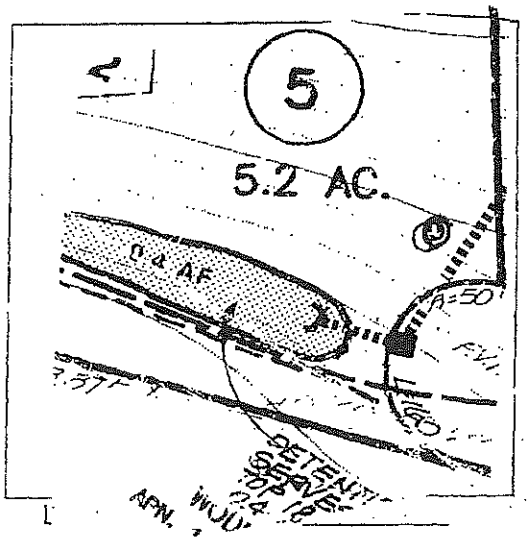
Depth Depth to Ground Water Final Rule 2.64"/hr

Project Engineer

20' HOLDING WATER @ 9:08A

	Time	Depth to Water	TIME ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:08 A	-3.93	12:28 P	-6.71
2	9:28 A	-4.86	12:48 P	-6.79
3	9:48 A	-5.35	1:08 P	-6.85
4	10:08 A	-5.67		
5	10:28 A	-5.9		
6	10:48 A	-6.15		
7	11:08 A	-6.28	0.22' =	2.64"/hr
8	11:28 A	-6.40		
9	11:48 A	-6.35		
10	12:08 P	-6.43		





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA MAGDA Lot # 6 Map Date

Test Hole # 6 Date 11/14/02 Driller

Pre Soak Date 11/13/02 Perc Date Duration

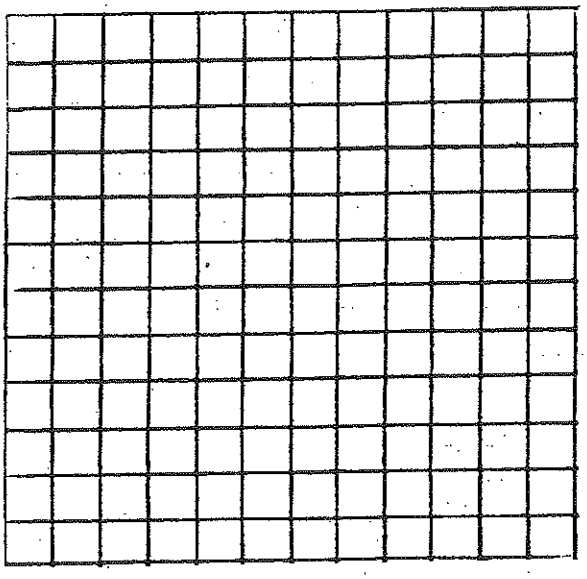
Health Department Witness Measured by JLH

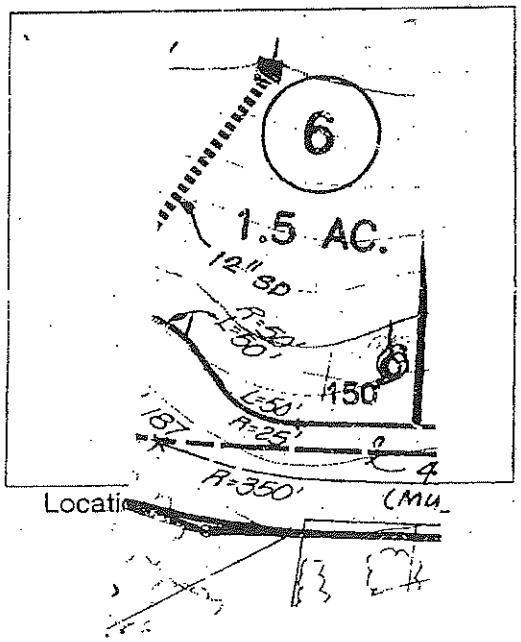
Depth Depth to Ground Water Final Rule 8.28

Project Engineer

	Time	Depth to Water	Minutes	Rate Min/in
1	9:06A	-6 59	12:26P	-7 30
2	9:26A	-7 00	12:46P	-7 55
3	9:46A	-7 24	1:06P	-7 72
4	10:06A	-7 40		
5	10:26A	-7 57		
6	10:46A	-7 62		
7	11:06A	-7 77	0.69' = 8.28" / hr	
8	11:26A	-7 90		
9	11:46A	-6 49		
10	12:06P	-7 03		

REFILLED AFTER READING





W.O. # 3732.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADUGA Lot # 7 Map Date

Test Hole # 7 Date 11/14/02 Driller

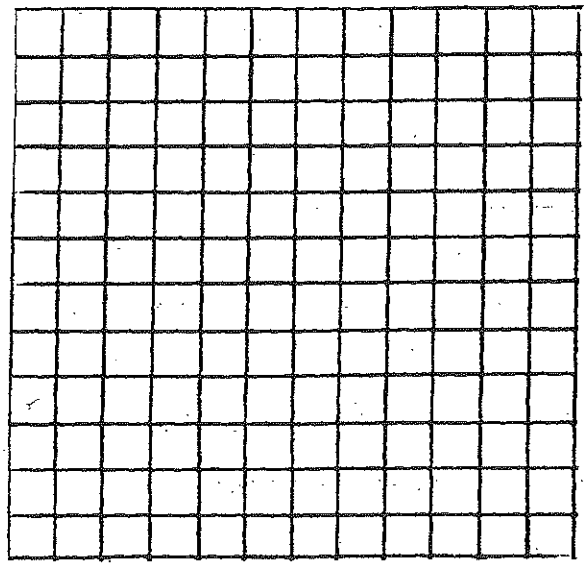
Pre Soak Date 11/13/02 Perc Date Duration

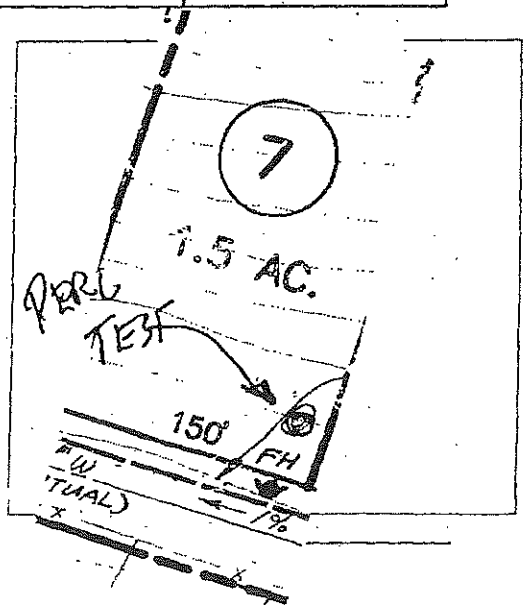
Health Department Witness Measured by JLH

Depth Depth to Ground Water Final Rule 3.72"/hr

Project Engineer

	Time	Depth to Water	TIME ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:04A	-4 05	12:24P	-7 77
2	9:24A	-5 43	12:44P	-7 86
3	9:44A	-6 13	1:04P	-7 95
4	10:04A	-6 51		
5	10:24A	-6 75	0.31' =	3.72"/hr
6	10:44A	-7 01		
7	11:04A	-7 19		
8	11:24A	-7 42		
9	11:44A	-7 53		
10	12:04P	-7 65		





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 8 Map Date

Test Hole # 8 Date 11/14/02 Driller

Pre Soak Date 11/13/02 Perc Date Duration

Health Department Witness Measured by JLH

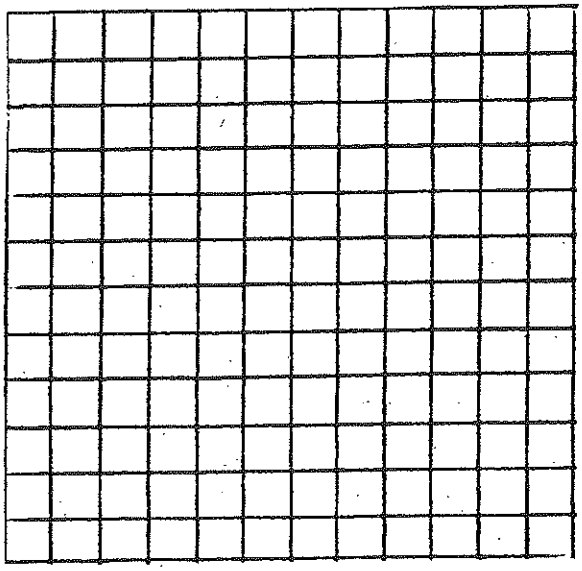
Depth Depth to Ground Water Final Rule

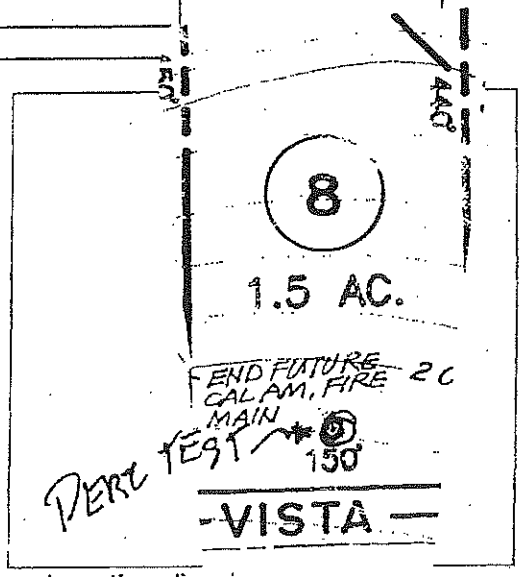
Project Engineer

20' HOLDING WATER @ 9:02A

	Time	Depth to Water	Time ~~Minutes~~	DEPTH ~~Rate Minute~~
1	9:02A	-6 20	12:22P	-7 35
2	9:22A	-7 03	12:42P	-7 48
3	9:42A	-7 40	1:02P	-7 64
4	10:02A	-7 57		
5	10:22A	-7 73		0.85' = 6.8"/hr
6	10:42A	-7 86		
7	11:02A	-7 95		
8	11:22A	-8 07		
9	11:42A	-6 21		
10	12:02P	-6 99		

FILLED AFTER READING





Location dia

W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 9 Map Date _____

Test Hole # 9 Date 11/14/02 Driller _____

Pre Soak Date 11/13/02 Perc Date _____ Duration _____

Health Department Witness _____ Measured by JLH

Depth _____ Depth to Ground Water _____ Final Rate ~~4.2"/hr~~ 5.16"

Project Engineer [signature]

	Time	Depth to Water	TIME ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:00 A	-2 45	12:20 P	-3 06
2	9:20 A	-4 14	12:40 P	-4 53
3	9:40 A	-5 27	1:00 P	-5 37
4	10:00 A	-5 92		
5	10:20 A	-6 38		
6	10:40 A	-6 70		
7	11:00 A	-6 92		
8	11:20 A	-7 10		
9	11:40 A	-7 23		
*10	12:00 P	-7 35		

2.31' = 27.22"/40 min = 41.5"/hr

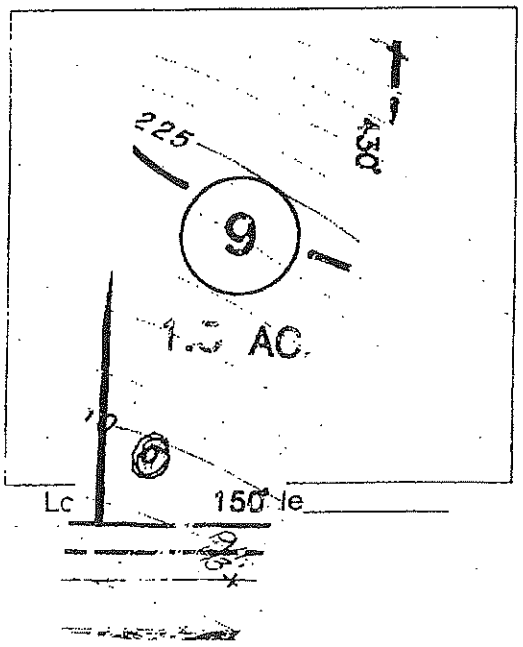
1.00 = 12"/hr

0.43' = 5.16"/hr

USE THIS

Do Not Use – too shallow

* REFILLED AFTER MEASUREMENT



W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 10 Map Date

Test Hole # 10 Date 11/13/02 Driller

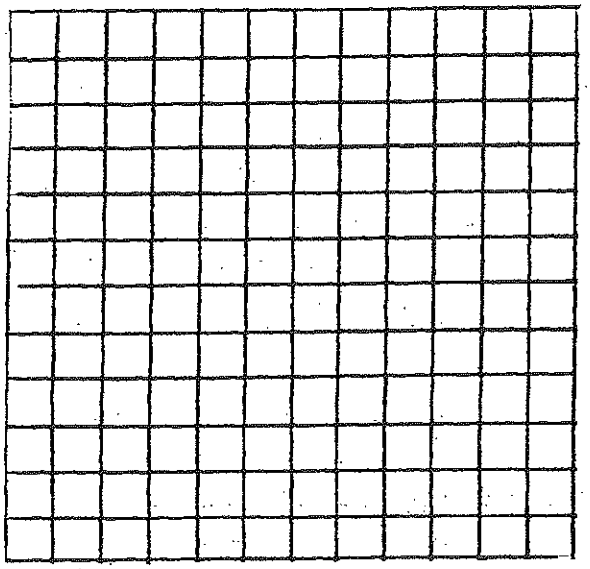
Pre Soak Date 11/12/02 Perc Date Duration

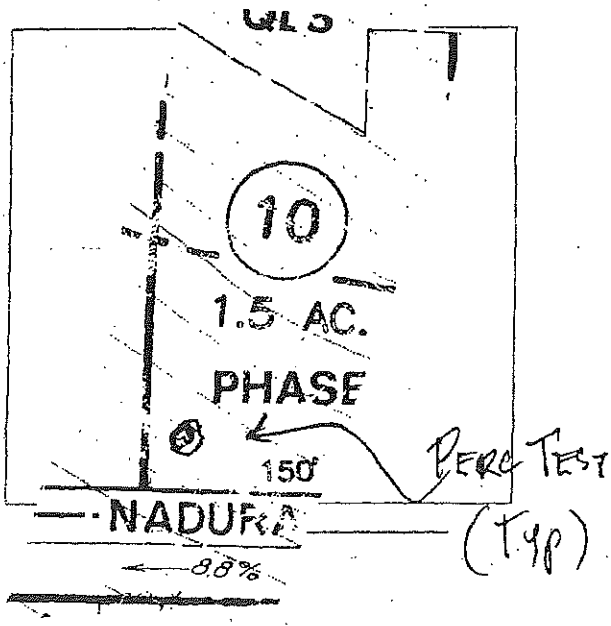
Health Department Witness Measured by JLH

Depth Depth to Ground Water Final Rate 5.64"/hr

Project Engineer

	Time	Depth to Water	TIME ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:06 A	-0 83	12:26P	-4 86
2	9:26A	-1 67	12:46P	-5 02
3	9:46A	-2 39	1:06P	-5 17
4	10:06A	-2 78		
5	10:26A	-3 28		
6	10:46A	-3 68		
7	11:06A	-3 99		
8	11:26A	-4 26	0.47' =	5.64"/hr
9	11:46A	-4 49		
10	12:06P	-4 70		





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 11 Map Date

Test Hole # 11 Date 11/13/02 Driller

Pre Soak Date 11/12/02 Perc Date Duration

Health Department Witness Measured by JLH

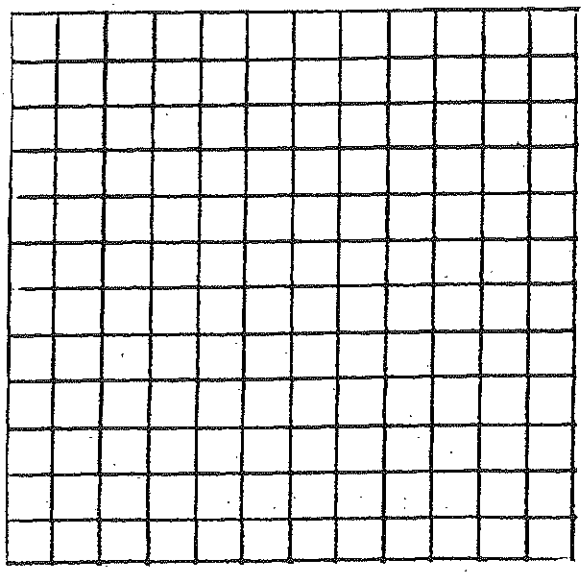
Depth 10 Depth to Ground Water 20+ Final Rate 3.72"/hr

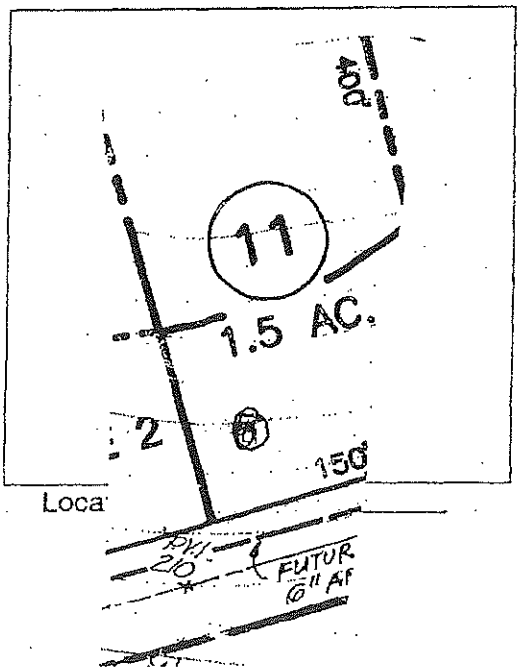
Project Engineer

20' DRY @ 9:05A

	Time	Depth to Water	Time ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:05A	-3 18	12:25P	-6 45
2	9:25A	-3 87	12:45P	-6 55
3	9:45A	-4 50	1:05P	-6 65
4	10:05A	-4 80		
5	10:25A	-5 23		Last hour = 0.31 = 3.72"/hr
6	10:45A	-5 54		
7	11:05A	-5 78		
8	11:25A	-6 00	0.31 = 3.72"/hr	
9	11:45A	-6 15		
10	12:05P	-6 35		

0.1 = 1.32"/hr = 3.96"/hr





Loca

W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 12 Map Date

Test Hole # 12 Date 11/13/02 Driller

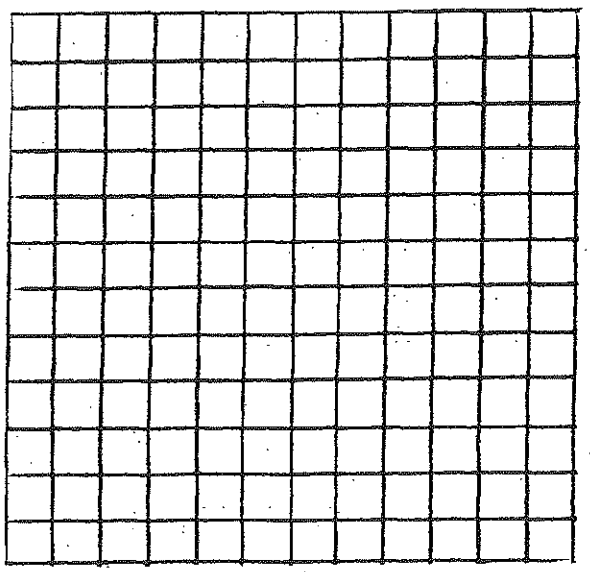
Pre Soak Date 11/12/02 Perc Date Duration

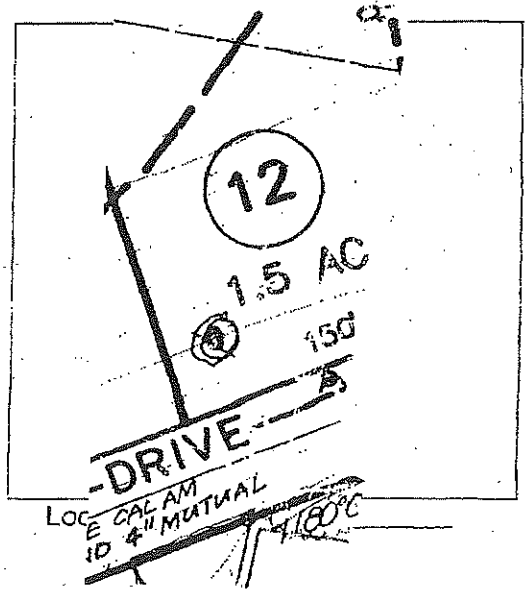
Health Department Witness Measured by JLH

Depth Depth to Ground Water Final Rule 4.2" ~~4.6"~~ / 1.1

Project Engineer

	Time	Depth to Water	TIME ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:04	-1 27	12:24P	-4 76
2	9:24	-2 2	12:44P	-4 89
3	9:44 A	-2 83	1:04 P	-5 03
4	10:04 A	-3 17		
5	10:24 A	-3 59		
6	10:44 A	-3 88		
7	11:04 A	-4 13		
8	11:24 A	-4 34	0.35 =	4.2"/hr
9	11:44 A	-4 49		
10	12:04P	-4 67		





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NATURA Lot # 13 Map Date

Test Hole # 13 Date 11/13/02 Driller

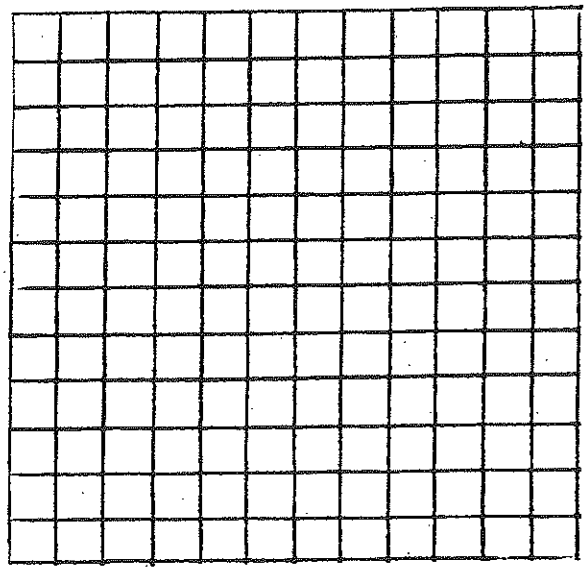
Pre Soak Date 11/12/02 Perc Date Duration

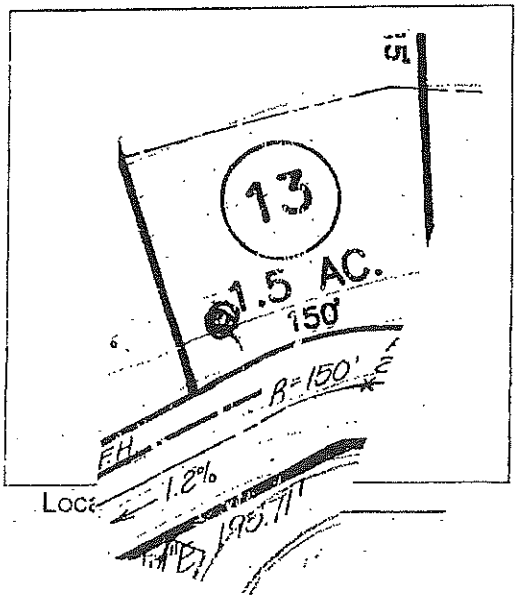
Health Department Witness Measured by JLH

Depth 10 Depth to Ground Water Final Rate ~~5.4"~~ 5.64"/hr

Project Engineer CL

	Time	Depth to Water	TIME ~~Minutes~~	DEPTH ~~Rate Min/in~~
1	9:03 A	-0 59	12:23 P	-2 77
2	9:23 A	-0 89	12:43 P	-2 92
3	9:43 A	-1 18	1:03 P	-3 09
4	10:03 A	-1 35		
5	10:23 A	-1 61		
6	10:43 A	-1 84	0.47' =	5.64"/hr
7	11:03 A	-2 04		
8	11 23 A	-2 25		
9	11:43 A	-2 43		
10	12:03 P	-2 62		





Loca

W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 14 Map Date

Test Hole # M Date 11/13/02 Driller

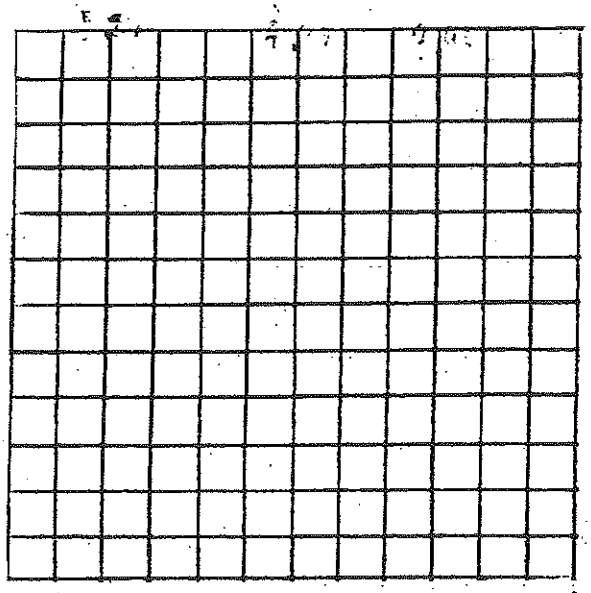
Pre Soak Date 11/12/02 Perc Date Duration

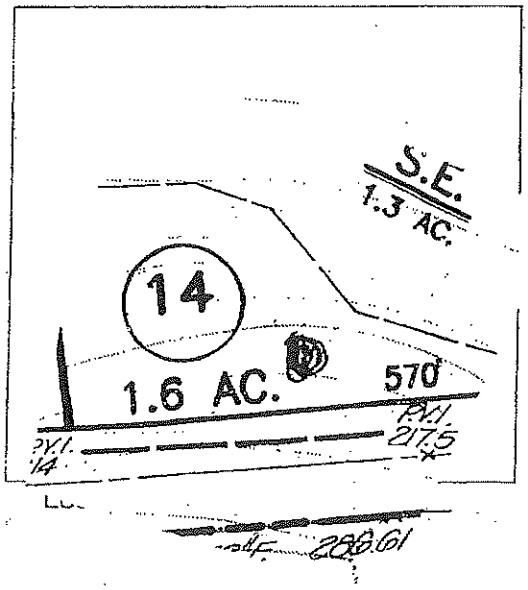
Health Department Witness Measured by JLH

Depth 10 Depth to Ground Water Final Rate 4.08"/hr

Project Engineer

	Time	Depth to Water	~~Minutes~~	~~Rate Min/in~~
1	9:02 A	-0 32	12:22 P	-2 05
2	9:22 A	-0 76	12:42 P	-2 25
3	9:42 A	-0 97	1:02 P	-2 30
4	10:02 A	-1 11		
5	10:22 A	-1 30		
6	10:42 A	-1 46		
7	11:02 A	-1 58		
8	11:22 A	-1 70	0.34 = 4.08"/hr	
9	11:42 A	-1 85		
10	12:02 P	-1 96		





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 15 Map Date /

Test Hole # 15 Date 11/13/02 Driller

Pre Soak Date 11/12/02 Perc Date Duration

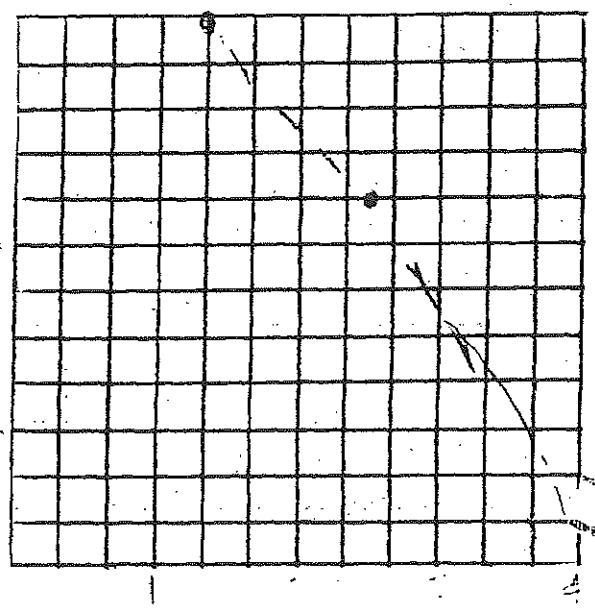
Health Department Witness Measured by JLH

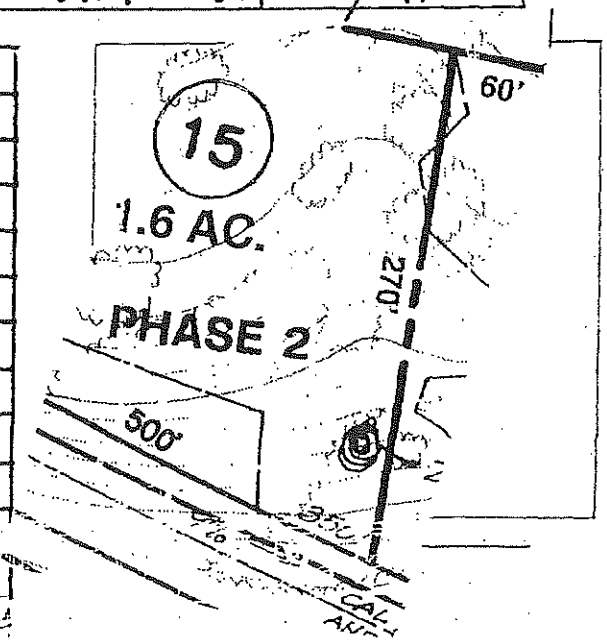
Depth) Depth to Ground Water Final Rate 1.08"/hr

Project Engineer CLH

20' HOLDING WATER @ 9:00A

	Time	Depth to Water (Ft)	TIME ~~Minutes~~	DEPTH ~~Rate Minutes~~
1	9:00A	-1 78	12:20P	-2 8
2	9:20A	-2 13	12:40P	-2 95
3	9:40A	-2 26	1 P	-2 86
4	10 A	-2 35		
5	10:20 A	-2 45		
6	10:40A	-2 53		
7	11 A	-2 60		
8	11:20 A	-2 66		
9	11:40A	-2 71		
10	12 P	-2 72	0.09 = 1.08 in/hr	





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 16 Map Date

Test Hole # 1V Date 11/12/02 Driller

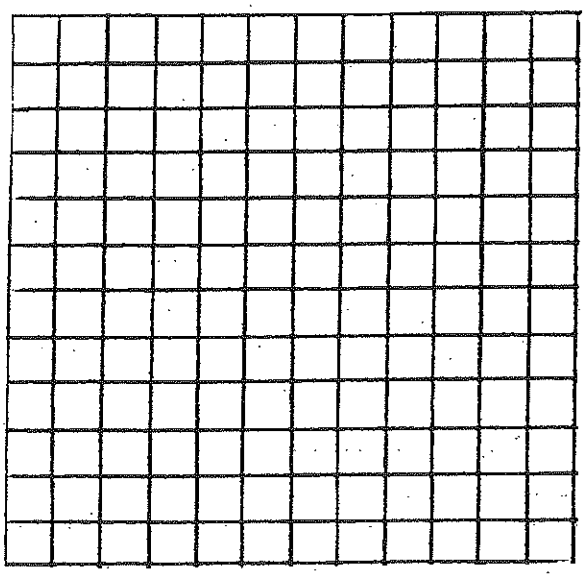
Pre Soak Date Perc Date Duration

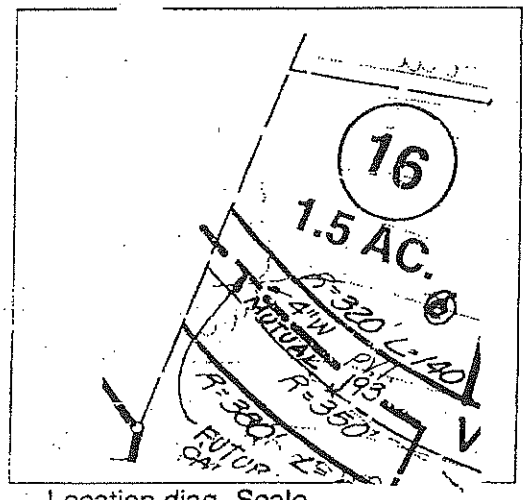
Health Department Witness Measured by JLG 6.04"/hr

Depth Depth to Ground Water Final Rule ~~1.22"~~/hr

Project Engineer

	Time	Depth to Water	Minutes	Rate Min/in
1	9:57A	-0 38		
2	10:18A	-0 86		
3	10:47A	-1 45		
4	11:17A	-1 98		
5	11:46A	-2 25		
6	12:15P	-2 63		
7	12:43P	-2 93		
8	1:15P	-3 27 } 0.52	6.24"/62 min	= 6.04"/hr
9	1:45P	-3 45		
10				





Location diag, Scale

W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # [redacted]17 Map Date

Test Hole # [redacted]17 Date 11/12/02 Driller

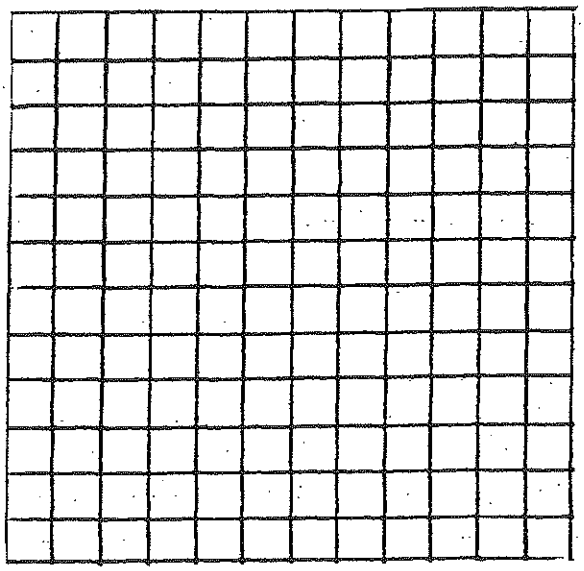
Pre Soak Date Perc Date Duration

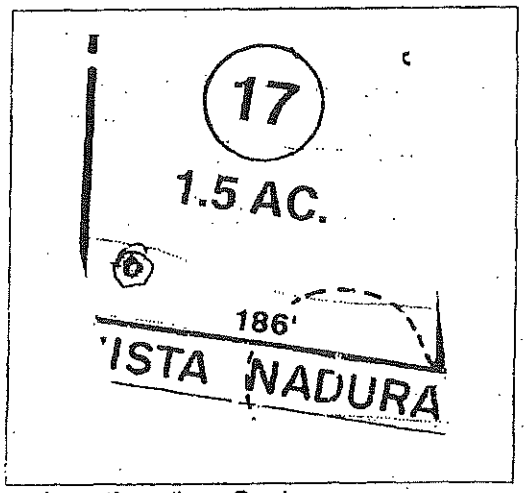
Health Department Witness Measured by JLH

Depth Depth to Ground Water Final Rule ~~26'~~ 8.13"/hr

Project Engineer

	Time	Depth to Water	Minutes	Rate Min/in
1	9:55A	-2 04		
2	10:17A	-2 97		
3	10:46A	-3 78		
4	11:16A	-4 56		
5	11:45A	-5 00		
6	12:13P	-5 48		
7	12:42P	-5 72		
8	1:14P	-6 02 } 0.70	8.4" / 62 MCA =	8.13"/hr
9	1:44P	-6 42		
10				





Location diag, Scale

W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 18 Map Date

Test Hole # 18 Date 11/12/02 Driller

Pre Soak Date Perc Date Duration

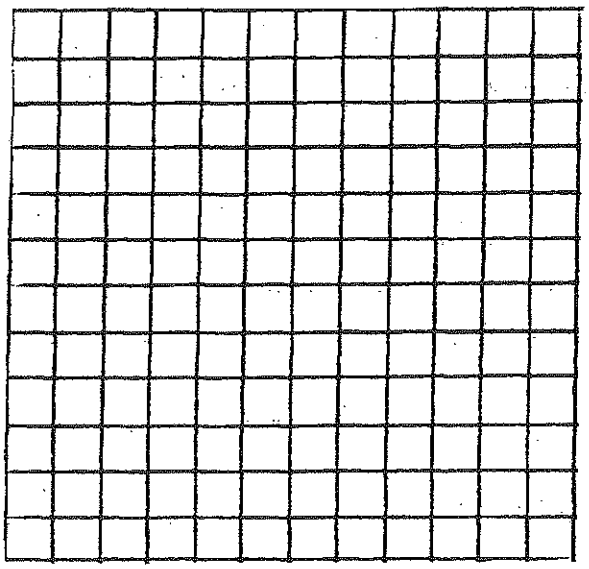
Health Department Witness Measured by JLH 4.37"/hr

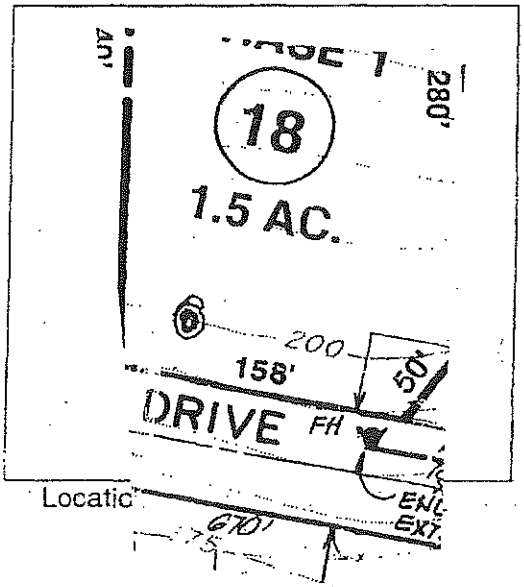
Depth Depth to Ground Water Final Rule ~~4.08"~~/hr

Project Engineer

20' HOLDING H_2O @ 9:53a

	Time	Depth to Water	Minutes	Rate Min/in
1	9:53a	– 0 87		
10:15a 2	[redacted]	[redacted] – 1 35		
3	10:44a	– 1 82		
4	11:14a	– 2 14		
5	11:44a	– 2 38		
6	12:12p	– 2 60		
7	12:41p	– 2 75		
8	1:13p	– 2 95	0.37 4.44"/61 min	4.37"/hr
9	1:42p	– 3 12		
10				





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 19 Map Date

Test Hole # 19 Date 11/12/02 Driller

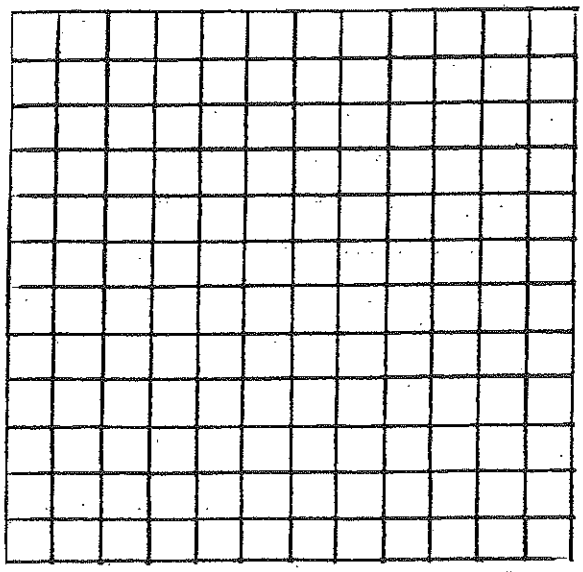
Pre Soak Date Perc Date Duration

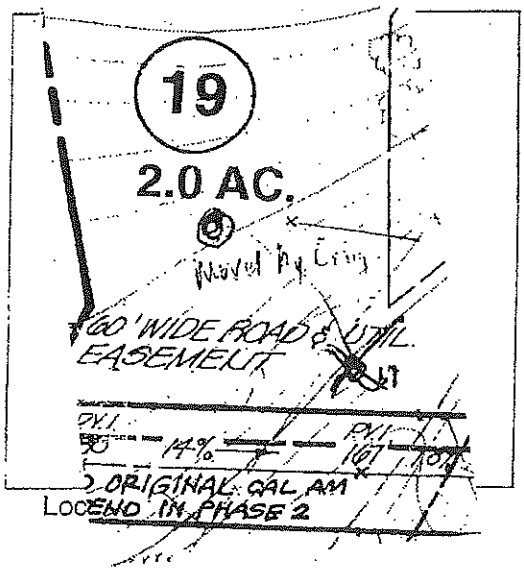
Health Department Witness Measured by JLH

Depth Depth to Ground Water Final Rule 2.76"/hr

Project Engineer

	Time	Depth to Water	Minutes	Rate Min/in
1	9:48 A	-2 17		
2	10:13	-3 79		
3	10:42	-4 93		
4	11:12 A	-5 63		
5	11:42 A	-6 08		
6	12:10 P	-6 35		
7	12:40 P	-6 44	2.76"	
8	1:10 P	-6 55		
9	1:40 P	-6 67		
10				





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 20 Map Date

Test Hole # 20A Date 11/12/02 Driller

Pre Soak Date Perc Date Duration

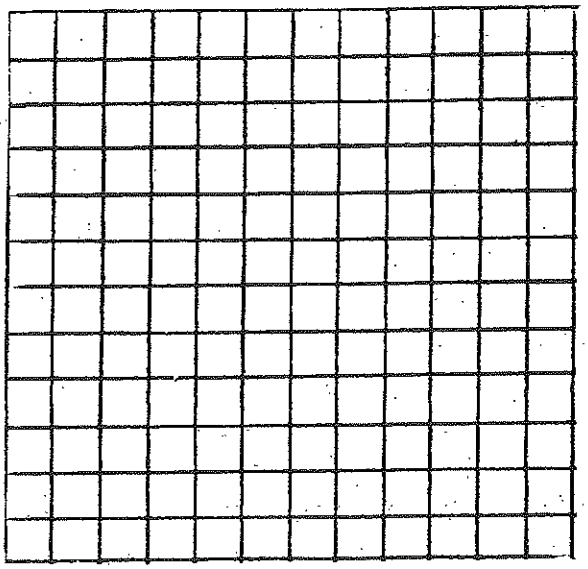
Health Department Witness Measured by JLH

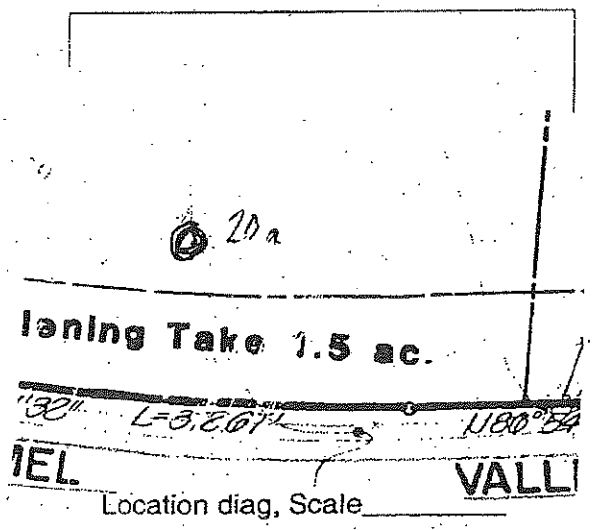
Depth Depth to Ground Water Final Rule 2.52"/hr

Project Engineer

20' DRY @ 9:30A & 1:30P

	Time	Depth to Water	Minutes	Rate Min/in
1	9:30A	-3.00		
2	10:00A	-4.78		
3	10:30A	-5.84		
4	11 A	-6.45		
5	11:30A	-6.78		
6	12:00P	-7.08		
7	12:30P	-7.25		
8	1 P	-7.35	2.52"	
9	1:30P	-7.46		
10				





Location diag, Scale

W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 20 Map Date

Test Hole # 20B Date 11/12/02 Driller

Pre Soak Date Perc Date Duration

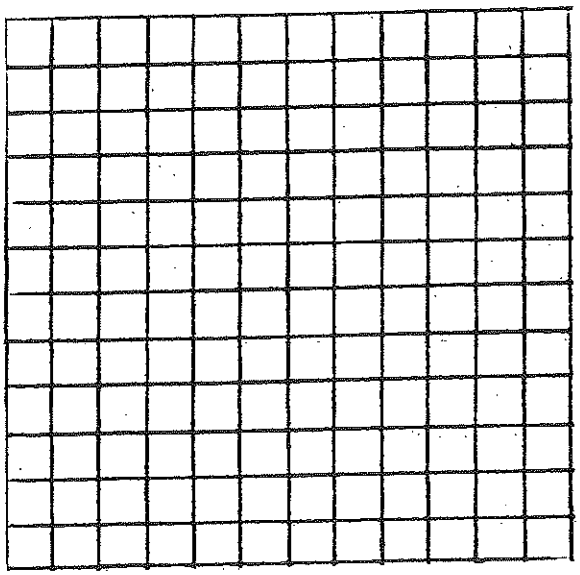
Health Department Witness Measured by JLH

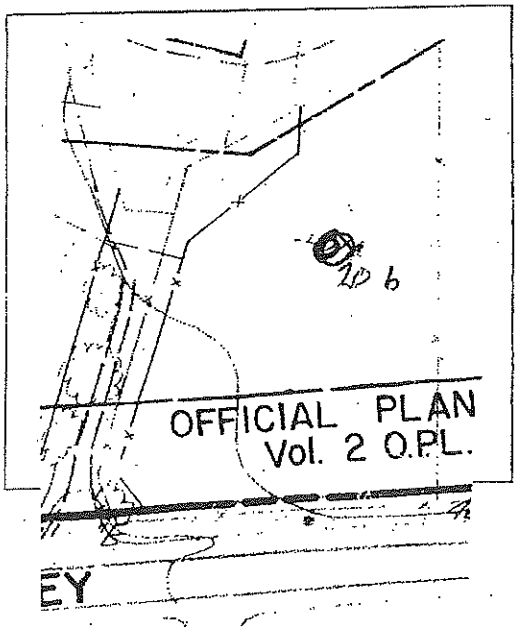
2.76"/hr

Depth Depth to Ground Water Final Rule

Project Engineer

	Time	Depth to Water	Minutes	Rate Min/in
1	9:36A	-4 07		
2	10:06A	-5 30		
3	10:35A	-5 92		
4	11:05A	-6 35		
5	11:35A	-6 63		
6	12:05P	-6 89		
7	12:35P	-7 07		
8	1:05P	-7 20	2.76	
9	1:35P	-7 30		
10				





W.O. # 3782.01

Percolation Test Data – Bestor Engineers, Inc.

Project VISTA NADURA Lot # 20 Map Date _____

Test Hole # 20C Date 11/12/02 Driller _____

Pre Soak Date _____ Perc Date _____ Duration _____

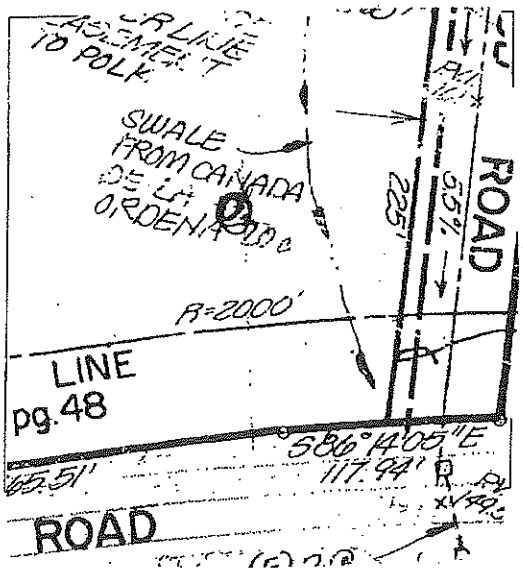
Health Department Witness _____ Measured by JLH

Depth _____ Depth to Ground Water _____ Final Rule ~~2.16~~ 2.08"/hr

Project Engineer [signature]

20' DRY @ 9.40A

	Time	Depth to Water	Minutes	Rate Min/in
1	9:40A	-5 05		
2	10:08A	-6 38		
3	10:38A	-6 87		
4	11:08A	-7 20		
5	11:38A	-7 43		
6	12:08A	-7 54		
12:38 7	[redacted]	-7 67		
8	1:07P	-7 76 } 0.18'	.58	2.08"/hr I
9	1:37P	-7 85		
10				



LOT # 1 VISTA NAD.

LOGGED BY CC DATE DRILLED 11 05 02 BORING DIAMETER 6" BORING NO. 1 & 2

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			DARK BROWN SILTY SAND w/ chosts of siltstone, dry. Loose						
2									
3			- Med. Dense						
4									
5									
6									
7			grades to coarse sand w/ rounded gravels. Damp.						
8									
9									
10			- increase in silt. silty sand. w/ some clay.						
11			- increase in moisture. Moist.						
12									
13									
14									
15									
16			MOIST SILTY SAND. Med. Dense.						
17									
18									
19									
20			B.T. @ 20'						
21									
22									
23									

FIGURE NO.

Lot. #2 VISTA NAD

LOGGED BY CC DATE DRILLED 11-05-02 BORING DIAMETER 6" BORING NO. 4

Depth, ft.	Sample No. and Type	Symbol	SOIL DESCRIPTION	Unified Soil Class. Identification	Blows/foot 350 ft-lbs.	Qu - t. s. f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			DARK Brown silty sand. w/ rounded shale, some gravels loose dry.						
2									
3			- grade to Brown sandy silt. coarser grain. Damp. Med. Dense						
4									
5									
6									
7									
8			- slightly clayey. Brown silty sand w/ clay. moist. Med. Dense						
9									
10			- grades less clay.						
11			B. T. @ 10.'						
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

LOT #3 VISTA NAD

LOGGED BY SG DATE DRILLED 11-05-03 BORING DIAMETER 6" BORING NO. 3

Depth, ft.	Sample No. and Type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/Foot 350 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			DARK BRN. SILTY SAND W/ Angular shale clasts, Loose. Dry.						
2									
3									
4			- Turns Brown less silt. Increase in sand. some small rounded gravels.						
5									
6									
7			grades less SAND. FINE silty sand. Damp. Med. dense.						
8									
9									
10									
11			B.T.@ 10.						
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot # 4 VISTA NAD.

LOGGED BY CL DATE DRILLED 11 05 02 BORING DIAMETER 6" BORING NO. B-5 & 6

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 150 ft-lbs.	Qu - L.S.I. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Dark Brown sandy silt w/ dry clasts of siltstone. some S.S. Loose. Dry.						
2			grades to Brown silty sand. w/ sub. rounded siltstone & S.S. Damp Loose						
3									
4									
5									
6									
7									
8									
9			some clay. silty sand w/ clay Moist. Med Dense						
10									
11									
12									
13									
14									
15									
16			increase in density. Dense.						
17									
18									
19									
20			Refusal on cobble? B.T. @ 20'						
21									
22									
23									

FIGURE NO.

Lot # 5 ; VISTA NAD

LOGGED BY CL DATE DRILLED 11 05 02 BORING DIAMETER 6' BORING NO. B-7, B-8

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 150 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			DARK BROWN SILTY SAND w/ Arg dusts of shale. Dry loose.						
2									
3									
4									
5			grades to Brown silty sand w/ arg. gravels. DAMP Med. Dense.						
6									
7									
8									
9			- Turns Horst.						
10									
11									
12									
13									
14			- Turns Med. Dense to Dense.						
15									
16									
17									
18									
19									
20									
21			B.T. @ 20.'						
22									
23									

FIGURE NO.

Lot # 6 Vista Nord

LOGGED BY CL DATE DRILLED 11-05-02 BORING DIAMETER 6" BORING No. B-9

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Drk. Brown silty sand w/ clasts of avg. shal. loose dry						
2									
3									
4									
5			-turns Med. Dense Damp.						
6									
7									
8			-grades to Brown silty sand, coarse-med. grained w/ sub-angular gravels Med Dense Damp-Moist						
9									
10									
11			B.T. @ 10.'						
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot # 7 VISTA NAD.

LOGGED BY CL DATE DRILLED 11.05.02 BORING DIAMETER 6" BORING NO. B-10

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 lb.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Dark Brown silty sand w/ angular gravels (SHC); Loose Dry						
2									
3									
4			- turns Damp. Light Brown silty sand. less gravels. Med. dense.						
5									
6									
7									
8			-grades less gravel.						
9									
10									
11			B.T. @ 10.'						
12									
13									
14									
15									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot # 8 VISTA - NAD.

LOGGED BY CC DATE DRILLED 11-05-02 BORING DIAMETER 6" BORING NO. B-11, B-12

Depth, ft.	Sample No. and Type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Dark Brown silty sand w/ ang. gravels (SM) loose, dry.						
2									
3									
4			- grades less gravels. increase in sand. Trace comp.						
5									
6									
7									
8			- slight clay binder increase in gravels. moist.						
9									
10									
11									
12									
13									
14									
15			Dark Brown clayey sand w/ silt. some gravels. sub. angular. V. moist Med. Dense.						
16									
17									
18									
19									
20									
21			B.T. @ 20'						
22									
23									

FIGURE NO.

Lot # 9 VISTA NAD.

LOGGED BY CL DATE DRILLED 11-05-02 BORING DIAMETER 6" BORING NO. B-13

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 lb. lbs.	Qu - t. s. f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Dark Brown SILTY SAND w/ angular gravels. (SM) Loose. Dry.						
2									
3			- Less gravels turns light Brown.						
4									
5			grades clayey. turns moist.						
6									
7									
8									
9			Dark Brown clayey sand w/ SILT & angular gravels. Moist. Med. Dense						
10									
11			B.T. @ 10.'						
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot # 10. VISTA NAD.

LOGGED BY CL DATE DRILLED 11-05-02 BORING DIAMETER 6" BORING NO. B-14

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 ft-lbs.	Qu - t. s. f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Light grey Brown sandy silt w/ ang gravels (sh1) loose. dry.						
2									
3									
4									
5			- Burns Moist. Darker brown						
6									
7									
8									
9			slightly clayey silty sand. w/ gravels. (sh1). Moist. Med. Dense.						
10									
11			B.T @ 10.'						
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot # 11 Vista NAD.

LOGGED BY CL DATE DRILLED 11.05.02 BORING DIAMETER 6" BORING NO. B-15, #16

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Light grey Brown sandy silt w/ angular gravels. Loose. Dry.						
2									
3									
4			turns coarser. silty sand w/gravels. Moist.						
5									
6									
7									
8			slightly clayey.						
9									
10			increase in clay. silty sand w/clay - sub. angular gravels. Moist. Med. dense.						
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21			B.T.@ 20'						
22									
23									

FIGURE NO.

Lot# 12 VISTA NAD.

LOGGED BY CL DATE DRILLED 11-05-00 BORING DIAMETER 6" BORING NO. B-17

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Light-grey brown sandy silt w/ avg. gravels. (SMC). Loose. Dry.						
2									
3									
4			- grades Brown silty sand. w/ gravels Damp. Med. Dense.						
5									
6									
7			- Turns Moist.						
8									
9									
10			B.T.@ 10.'						
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot # 13 Vista NAD.

LOGGED BY CL DATE DRILLED 11.05.02 BORING DIAMETER 6" BORING NO. B-1B

Depth, ft.	Sample No. and Type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 ft-lbs.	Qu - t. s. f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			DRK Brown Black - sandy silt w/ some clay. ang. sbl gravels. Damp. Loose.						
2									
3									
4			grades to Brown silty sand w/ gravels. Moist. Med. Dense.						
5									
6									
7									
8			- increase in clay. clayey sand w/ silt. ang. sbl gravels MOIST. Med. Dense.						
9									
10									
11			B.T. @ 10.'						
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot # 14 VISTA. NAD.

LOGGED BY CC DATE DRILLED 11.05.02 BORING DIAMETER 6" BORING NO. B-19

Depth, ft.	Sample No. and Type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 lb-lbs.	Qu - t. s. c. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			DRK Brn-Black sandy SILT w/ gravels (sh/.). Loose. Dry.						
2									
3			- grades to drk brown clayey sand w/ silt. Damp. Med. Dense - Loose. w/gravels.						
4									
5									
6									
7									
8			- Turns moist						
9									
10									
11			B.T.@ 10.'						
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot # 15 Vista NAD.

LOGGED BY CL DATE DRILLED 11:06:02 BORING DIAMETER 6" BORING NO. 20 & 21

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 ft-lbs.	Qu - t. s. f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			grey brown silty sand w/ sht, & S.S. gravels. Dry Loose.						
2									
3									
4			grades to Brown coarse, silty sand, w/ gravels. Damp to dry Med. Dense.						
5									
6									
7									
8									
9									
10			- increase in clay.						
11									
12									
13			- turns to Brown clayey sand w/ silt & sub. ang - ang gravels (sht, s.s.) Moist. Med. Dense.						
14									
15									
17									
18									
19									
20			B.T. @ 20.00						
21									
22									
23									

FIGURE NO.

Lot # 16 Vista NAD.

LOGGED BY CL DATE DRILLED 11.06.02 BORING DIAMETER 6" BORING NO. B-22

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Class. Section	Blows/foot 350 ft-lbs.	Qu - L.S.I. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Light Brown SILTY sand w/ mg. gravels - (SM + S.S). Loose Dry.						
2									
3			- increase in gravels.						
4									
5			- coarser sand less gravels.						
6									
7			- Med. Dense. Damp.						
8			turns to clayey sand w/ silt & gravel. Moist. Med. Dense.						
9									
10									
11			B.T. @ 10'						
12									
13									
14									
15									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot. # 17 Vista NAD.

LOGGED BY CL DATE DRILLED 11.06.02 BORING DIAMETER 6" BORING NO. B-23

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION	Unified Soil Classification	Blows/foot 350 ft. lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Light Brown - grey silty sand, w/ sub-ang. gravels Loose Dry.						
2									
3			grains finer grained - Brown silty sand. w/ gravels. Damp. Med. dense.						
4									
5									
6									
7									
8									
9									
10			B.T. @ 10.0'						
11									
12									
13									
14									
15									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

LOT # 18 . VISTA NAD.

LOGGED BY EL DATE DRILLED 11 06 02 BORING DIAMETER 6" BORING NO. B-24 25

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION B-24.	Unified Soil Classification	Blows/foot 350 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Light brown silty sand w/ sub-ang - ang gravels (sh) Loose, Dry.						
2									
3									
4			Turns brown, increase in gravels. Damp.						
5									
6									
7									
8									
9			- increase in moisture. turns moist.						
10									
11									
12									
13									
14									
15			- increase in gravels Brown gravely sand w/ clay & silt. (Shale. Quartzite) rounded. Moist. Dense - Med. Dense.						
17									
18									
19									
20									
21			B.T@20.'						
22									
23									

FIGURE NO.

Lot # 19 VISTA NAD.

LOGGED BY CL DATE DRILLED 11-06-02 BORING DIAMETER 6" BORING NO. B-26

Depth, ft.	Sample No. and Type	Symbol	SOIL DESCRIPTION B-26	Unified Soil Class. Nomenclature	Blows/foot 350 ft-lbs.	Qu - t. s. f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			grey Brown silty sand w/ ang. shl gravels. Loose. Dry.						
2									
3									
4			- grades dark brown silty sand w/clay. increase in gravels Moist - Damp. Med. Dense.						
5									
6									
7									
8			- minor increase in clay						
9									
10									
11			B.T.@ 10.0'						
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot # 20 A VISTA NAD.

LOGGED BY CC DATE DRILLED 11·06·03 BORING DIAMETER 6" BORING NO. B27-B-28

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION B-27	Unified Soil Classification	Blows/foot 150 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			BLACK Brown silty sand fine grained. w/ sub-angular gravels loose. Damp (sil. artz.)						
2									
3									
4									
5									
6			- Turns to gold brown silty med. grained sand. w/ gravels Damp. Med. Dense.						
8									
9									
10									
11									
12									
13									
14									
15			- grades to clayey sand w/ gravels some silt. Moist, med. Dense.						
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									

FIGURE NO.

Lot # 20 B VISTA NAD.

LOGGED BY CC DATE DRILLED 11.06.02 BORING DIAMETER 6" BORING NO. B-29

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION B-29	Unified Soil Classification	Blows/foot 350 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			Black Brown - silty sand w/ sub. ang gravels (sh/) Damp. Loose.						
2									
3			- turns lighter color brown.						
4									
5			- grades to gravely sand w/ silt minor clay. sub. ang. gravels (sh/ artzite) Med. Dense. Damp. - Moist.						
6									
8									
9									
10			B.T. @ 10'						
11									
12									
13									
14									
15									
17									
18									
19									
20									
21									
22									
23									

FIGURE NO.

Lot # 20 C VISTA · NAD.

LOGGED BY CC DATE DRILLED 11-06-02 BORING DIAMETER 6" BORING NO. B-30, B-31.

Depth, ft.	Sample No. and type	Symbol	SOIL DESCRIPTION B-30	Unified Soil Class Ification	Blows/foot 350 ft-lbs.	Qu - t.s.f. Penetrometer	Dry Density p.c.f.	Moisture % dry wt.	MISC. LAB RESULTS
1			grey-Brown silty sand w/ ang. gravels (sh.). Dry. Loose.						
2									
3									
4									
5			- grades to Brown silty sand w/ang.-sub-ang gravels (sh., Qrtz) Damp. Med. dense.						
6									
8									
9									
10									
11									
12									
13			Less gravels.						
14									
15									
16									
17									
18									
19			-increase in gravels. turns slightly clayey. turns moist.						
20									
21									
22									
23									
24									
25									
26			Turns dark color. Black Brown clay sand w/ sub-rounded gravels (sh, qrtzite). Med. dense. Dense. Moist.						
27									
28									
29									
30									

FIGURE NO.

BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 · SALINAS 424-7681 · FAX 649-4118

5 June 2003

MONTEREY COUNTY HEALTH DEPARTMENT
1270 Natividad Road
Salinas, CA 93906

Attn: Mary Ann Dennis

Re: Carmel Valley Area 32
Moratorium – Nitrate

Dear Mary Ann:

We just received the enclosed report from Tom Lindberg at MPWMD for Schulte Road Observation Well.

Please note that Nitrates are shown to be less than 1.0 mg/l, versus allowable of 10 as NO3.

We believe that this is adequate proof that Montgomery fears in 1982 were overly cautious. We believe it is now time to reconsider the Sub-Area 32 prohibition against subdivision and ask that the Vista Nadura Vesting Tentative Map be deemed acceptable.

Sincerely,
BESTOR ENGINEERS, INC.

Carl L. Hooper

cc: Nader Agha
Robert Rosenthal
Roger Berretti (Health Dept.)

W.O. 3782.01
CLH/lh.Reception/My Documents/Carl/10494MoCoHealthDept37821.doc

MONTEREY PENINSULA
WATER MANAGEMENT DISTRICT
5 HARRIS COURT BLDG. G • P.O. BOX 85
MONTEREY, CA 93942-0085 • (831) 658-5600
FAX (831) 644-9560 • http://www.mpwmd.dst.ca.us

RECEIVED
JUN - 4 2003
BESTOR ENGINEERS, INC.
9701 BLUE LARKSPUR MONTEREY CA

TRANSMITTAL

TO: Carl Hooper
9701 Blue Larkspur Lane
Monterey, CA 93940

DATE: 5/28/2003

RE: Water Quality Record for Well on Schulte Road

WE ARE SENDING YOU:

- ____ DOCUMENTS
- X DOCUMENTS YOU REQUESTED
- ____ COPY OF LETTER
- ____ AGREEMENT OR CONTRACT
- ____ OTHER

THE ABOVE ITEMS ARE SUBMITTED:

- [X] At your request
- [ ] For your information and files
- [ ] For your approval
- [ ] Please review and comment
- [ ] For your action
- [ ] Please sign and return
- [ ] Please telephone me

REMARKS: The attached page includes water quality results for the well near the corner of Carmel Valley Road and Schulte Road for the period from October 10, 1991 through November 17, 2002. We're working out a couple of glitches in our Report program; specifically, results for orthophosphate that were below the detectable level of 0.03 mg/l were displayed as -0.03, and the dates for 2001 and 2002 were displayed as 1901 and 1902. In order to expeditiously process your request, I have taken the liberty of correcting these items by hand on your copy.

COPIES TO: file

BY: Thomas Lindberg
Thomas Lindberg

Please feel free to contact us if you have questions regarding these data.

CHEMICAL ANALYSIS OF GROUND WATER
(Values in milligrams per liter except where noted)

Well Name: SCHULTE

Assessor's Parcel Number:

Well Number: T16S/R1E-23E4

Reference Elevation (feet AMSL): 109.66

DATE	SPECIFIC CONDUCTANCE (µmhos/cm)	pH (Units)	CHLORIDE	AMMONIA NITROGEN as NH3	NITRATE as NO3	SULFATE	TOTAL ALKALINITY as CaCO3	IRON	MANGANESE	DEPTH TO WATER (feet)	CALCIUM	MAGNESIUM	SODIUM	POTASSIUM	ORGANIC CARBON	ORTHO PHOSPHATE
10/10/1991	1154	--	113	<0.10	< 0.5	--	-	-	--	33.9	--	--	--	--	--	
01/08/1992	900	7.1	75	--	3.0	-	218	--		35.1	4.19	1.56	3.21	.07	2.09	
04/08/1992	1030	--	78	3.75	3.8	313	242	1.30	0.72	28.5	--	--		-		
10/14/1992	10.0	6.9	96	<0.10	2.0	159	262	4.40	0.71	33.8	4.94	1.81	4.13	.05	2.00	
04/07/1993	1091	6.9	180	<0.10	1.2	201	266	6.90	0.80	26.5	4.34	2.05	4.00	.07	2.00	
10/06/1993	1127	7.3	102	<0.10	1.9	211	268	5.50	0.86	31.7	5.38	2.05	3.95	.06	1.80	--
04/19/1994	1060	7.9	90	<0.05	< 1.0	152	278	1.60	0.83	28.2	4.64	1.89	4.13	.05	2.00	--
10/12/1994	1100	7.0	92	<0.05	8.0	221	280	3.00	0.80	34.0	4.89	2.05	4.04	.06	2.20	--
04/19/1995	1114	7.3	92	<0.05	2.0	178	270	3.30	0.82	--	4.99	1.97	3.82	.05	2.00	--
11/03/1995	1135	8.0	98	0.05	< 0.1	185	239	0.10	0.63	--	5.08	2.13	4.00	.05	2.40	.05
04/24/1996	1097	8.0	90	<0.05	2.0	168	263	1.80	0.76	--	4.79	2.13	3.74	.06	5.14	<.03
11/07/1996	1123	7.9	103	0.05	< 1.0	186	273	0.51	0.83	--	5.43	2.22	4.35	.06	5.40	.04
11/19/1997	1114	6.6	103	0.05	< 1.0	187	266	1.22	0.77	--	4.99	2.46	4.00	.05	1.84	.09
10/26/1998	1141	7.6	93	0.13	< 1.0	186	272	1.37	0.71	--	5.53	2.22	4.08	.06	2.10	.20
10/28/1999	1108	7.3	94	0.09	< 1.0	178	254	2.34	0.77	--	5.23	2.13	3.95	.06	2.20	<.03
10/24/2000	1015	7.2	88	0.08	< 1.0	159	233	8.32	0.08	--	4.89	1.97	3.65	.09	2.70	.15
10/24/2001	1060	7.2	94	0.10	< 1.0	174	248	2.89	0.62	--	5.28	1.81	3.82	.04	2.10	--
11/17/2002	1071	7.1	76	0.20	< 1.0	133	258	3.40	0.73	--	4.64	1.81	3.69	.06	2.80	.69

Exhibit H

3782.01

COUNTY OF MONTEREY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION

MEMORANDUM

Rcd 18 Mar 04

FEBRUARY 4, 2004

To: **Mary Anne Dennis, Program Manager**
Resource Protection Branch

From: **John Hodges, R.E.H.S.,**
Land Use Section

Subject: **PLN990274 Vista Nadura (Agha) Project**

The DEH issues are Wastewater & Water

Wastewater

1. Proposed subdivision of existing 50 acre parcel into 20 lots
2. Carmel Valley Wastewater Study (Montgomery Study) restrictions:
   - Project cuts through multiple sub-basins 28, 31, and 32.
   - No more subdivision in Sb 32 per BOS resolution of 2-15-83
3. Carmel Valley Master Plan 21.3.6 adopts the CVWS
4. Bestor Engineers has proposed that this project be exempt from the sub-basin 32 constraints since nearby monitoring wells have not shown an increase in NO3.

Water

1. Propose existing Cal-Am usage of 2.43 AF/Y be divided among SFDs for potable use.
2. MPWMD would deduct 15% for conservation
3. Proposes existing Ag well (~40gpm) with higher secondary Fe, SO4 be used for irrigation and sub-potable domestic uses. (Our view is that dual piping is not acceptable)

Current Cal-Am would be suitable for about 10 condominiums @ 0.23 AF/Y

If well water can be treated and water rights established, then 5.44 AF/Y available

(6.4 AF/Y total water usage for the 20 parcels, all sources combined)

Currently, BOS resolution 02-024 limits new development due to traffic issues.

Carmel Valley Land Use Advisory Committee minutes of 9-23-2002:

In answer to a question as to why a subdivision request is even accepted for consideration given the current moratorium, Hertlein reports that a BOS policy does not disallow people from submitting such requests, but may, of course, impact the final decision by the County on such requests.

Best scenario: Hi density low income housing that is connected to sanitary sewer

Derick Kelly 759 C

Exhibit I

MONTEREY COUNTY

PLANNING AND BUILDING INSPECTION DEPARTMENT

☐ 240 CHURCH STREET, SALINAS, CA 93901 PLANNING: (831) 755-5025 BUILDING: (831) 755-5027 FAX: (831) 755-5487
MAILING ADDRESS: P. O. BOX 1208, SALINAS, CA 93902

☐ COASTAL OFFICE, 2620 1st Avenue, MARINA, CALIFORNIA 93933 PLANNING: (831) 883-7500 BUILDING: (831) 883-7501 FAX: (831) 384-3261

SCOTT HENNESSY, DIRECTOR

August 21, 2002

Robert E. Rosenthal
Bohnen, Rosenthal and Dusenbury
P.O. Box 1111
Monterey, CA 93942-1111

RE: Nader Agha; PLN990274

Dear Mr. Rosenthal:

This will confirm that the Agha project has been reassigned to Patrick Kelley. Mr. Kelley is reviewing the existing file materials and is preparing an updated application package so that Mr. Agha will have a full and accurate list of application requirements. As has been pointed out in Ms. Whitney's previous correspondence to Mr. Agha, there is currently a Board of Supervisors policy that precludes subdivisions in Carmel Valley. The effect of that policy, the practical issues of any subdivision (water, traffic, design, sewage disposal, environmental resources, etc.) and the potential impact of the general plan update will be significant in the evaluation of Mr. Agha's proposal.

Should you have any questions please feel free to contact me at 883-7515 or by email at ellisd@co.montery.ca.us. Mr. Kelly can be reached at 883-7560.

Sincerely,

Dale Ellis, AICP
Assistant Director
Planning and Building Inspection

CC: Mike Novo
Patrick Kelley
File PLN 990274

BOHNEN, ROSENTHAL & DUSENBURY
AN ASSOCIATION OF LAW PARTNERSHIPS

THOMAS P. BOHNEN
ROBERT E. ROSENTHAL
DOUGLAS K. DUSENBURY
ROGER D. BOLGARD
JANE E. BEDNAR

555 ABREGO STREET
SECOND FLOOR
POST OFFICE BOX 1111
MONTEREY, CALIFORNIA 93942
TELEPHONE (831) 649-5551
FACSIMILE (831) 649-0272
BAYLAW@REDSHIFT.COM

Via facsimile (831) 755-5487 and by mail

August 23, 2002

Dale Ellis
Monterey County Planning Commission
P.O. Box 1208
Salinas, CA 93902

Re: 8767 Carmel Valley Road, CA

Dear Dale:

My client, Nader Agha and his engineer, Carl Hooper, earlier today sought to have the formal application for the Vista Nadura subdivision accepted for processing and evaluation. They were informed by the Planner, "Patrick", that he could not accept their application as there were additional requirements that must first be met before the application could be accepted. You will recall that in Ms. Whitney's letter of July 3, 2001 (enclosed), my clients were given specific instructions as to what was required by the County as a condition precedent to the application being processed. All of those conditions have been met and now, additional conditions are apparently being imposed. While my client will proceed with meeting these new conditions as soon as possible, it was our understanding based on the correspondence of Ms. Whitney, that the application would be accepted upon meeting those conditions set forth in that letter.

My fear is that this will further prejudice my client's ability to have the application timely processed and thus he will be unable to vest his rights under the present zoning. I would ask that the County Planning Department reconsider and accept the application and fees as tendered earlier today.

Please call me at your earliest convenience so that we might discuss this further.

Very Truly Yours,

BOHNEN, ROSENTHAL & DUSENBURY

ROBERT E. ROSENTHAL

RER;jk

cc: Nader Agah

H:\AGHA\Vista Nadura\Ellis.ltr.02

Mahir Agha
P.O. Box 413
Pebble Beach, CA 93953

August 25, 2002

Monterey County Board of Supervisors
P.O. Box 1208
Salinas, CA 93902

RE: General Plan Update / 8949 Carmel Valley Road, Carmel, CA 93923

Dear Monterey County Board of Supervisors:

We read with regret the Staff report recommending denial of our request to produce 100% affordable housing (inclusionary housing) on 40% of our property that is already zoned 1 dwelling per 2.5 acres. In addition, the Staff is recommending rezoning our property to allow only 1 dwelling per 40 acres (effectively only 1 dwelling on our 50 acres). We did not expect this and we find it highly inappropriate. This recommendation is tainted with disregard for years of our hard work and the satisfactory completion of many requirements requested by the Monterey County Planning Department. In addition, the process and methodology applied by the Staff in this recommendation is significantly flawed.

We have been in the process of developing this property for many years and have diligently and with much effort completed the many requests made by the County. Having done so, we were very near the beginning stages of development when this recommendation was presented. The thought of changing our zoning to the Staff's recommendation at this time because of newly conceived standards is simply unethical and unreasonable.

It is unclear (Staff's descriptions and on-line maps are not clear enough to interpret), but it appears that one of the "reasons" that Staff recommended to change our zoning was because our developed area (including our property) is not included in the newly formed Mid-Carmel Valley Rural Center (I believe created by an inappropriate textbook-like 1 mile radius). There is no apparent reason to change our current zoning. The staff of 1982 spent hundreds of hours and 3 years drafting (relying upon consultant, specialists and EIR) the 2.5 acres per lot line designation, contained with boundaries paralleling Carmel Valley Road/Highway G16 600 yards to the north and a short distance away from the highway to the south. Much effort and tax dollars were spent to conceive and implement the 1982 2.5 acres designation, (which we objected to at that time). This approach to density is an effective, well thought out planning mechanism and should be maintained. This density boundary method is much more appropriate for a narrow valley such as ours with density paralleling the road (a radius zoning designation does not work for this area, but possibly appropriate for an area such as California's Central Valley which is flat). If the current common sense approach is not to be continued, it is abundantly clear that our property and the developed area around our property either should have been included in the Mid-Carmel Valley Rural Center or established as its own Rural Center. Staff was either not aware or forgot that our property was already reduced in 1982 from 1 acre per dwelling unit (50 units on our property) to 2.5 acres per dwelling unit for a new total of only 20 units on our property which was a 60% reduction.

I reviewed the information on your website regarding the zoning changes, as well as the rationale provided by the Staff for their recommendations. In doing so, I noted several significant errors and oversights; if these had not been committed, our zoning would have been preserved. The following issues are among those noted in my review:

- In regard to the establishment of Tier I, Tier II, and Tier III, the following phrase is used in regard to defining Tier III: "...and where there is no local interest in further subdivisions or intensification of use." This phrase is highly subjective and debatable as it applies to our Community Area.

- Please find my comments regarding your "detailed...criteria" of a Rural Center as follows:

  - Please note that the immediate area proximate to our property includes a fire station (Mid-Valley); two houses of worship (one of which accommodates a sizable youth center); four schools; a very large winery with a retail-commercial-like parking lot, a visitor center, a building used for entertaining large numbers of clients with multi-course dinners, and which has big-rigs making deliveries and shipments; a roadside fruit and vegetable stand; a nursery; an upholstery business; a very large, high-density senior housing community; and our currently operating equestrian center. In between this functional Rural Center and the Mid-Carmel Valley Rural Center are located another nursery (Griggs) and a bed and breakfast/wedding site (The Holly Farm). These services fulfill criteria A and B. On the other hand, I know of no public or quasi-public services or uses to be found in the Mid-Carmel Valley Rural Center as it is currently defined.

  - Criteria C1 is satisfied in that there are many properties in our immediate developed area zoned as 1 unit per acre; there are with absolute certainty complete and separate parcels in the immediately area as small as 6,000 square feet.

  - Criteria C2 is met in one of two ways. This criterion is somewhat nebulous in that, as stated above, our developed area either should have been included in the Mid-Carmel Valley Rural Center, or it should have been established as its own Rural Center. This criterion is addressed either way.

  - Criteria C3 does not apply.

  - Criteria D does not apply.

  - Criteria E does not apply.

  - The portion of Criteria F that is suggested as applicable to our property is F4. This is an incorrect categorization. Fortunately, a majority of our land is flat or at a gradual slope and on stable land. To label our property Rural Land and only eligible for 1 dwelling due to a very small portion of the parcel being at +-30% slope is ridiculous. Have any members of your staff inspected this property? To classify this entire property as +30% slope is incorrect. To

describe more than a very small portion of our property as having "High soil erosion" and "high landslide susceptibility" is incorrect.

- Criteria G does not apply.

- It is unclear, but it appears that Criteria H has been developed in a disingenuous manner. It is indicated that the area north of Carmel Valley Road is excluded, because the majority of the land north of Carmel Valley Road is at a 30% slope. If the majority of the land north of Carmel Valley Road is at a slope, it is acceptable that this portion at this slope be designated for 1 dwelling per 40 acres, but not simply all of the land north of Carmel Valley Road. Just because some land is at a significant slope in a quasi-geographical area, all of the land should not be disqualified for development. This appears arbitrary and just does not make sense. In addition, flat land north of Carmel Valley Road in the Mid-Carmel Valley Rural Center (or in the effective Rural Center surrounding the Mid-Carmel Valley Fire Station) should be desired for development as it is away from flood hazards.

- Criteria I does not apply as we addressed criteria A through H.

- Criteria J, K, L do not apply for obvious reasons.

Justification by the Staff to recommend the changing of our zoning was also based on "Objective 3". I consider myself a staunch environmentalist and very supportive of environmental protective measures. But our land has no value to farming, mining or eco-tourism. We have not used it for grazing in the two plus decades that we have owned it and we probably will not use it for such, as it is relatively small. It is not desirable as parkland. It is adjacent to and partially circumventing the Carmel Valley Manor, one of the highest density, largest properties in Carmel Valley. In addition, because our property is behind Carmel Valley Manor and is mostly flat, the subdivision will not be visible from Carmel Valley Road or from most other properties, except those few properties at high elevation and of otherwise high visibility. Traffic flow issues have been addressed with the recent improvements to Carmel Valley Road, and, with the development of our property, our Equestrian property will be significantly downsized, which will reduce traffic in the area. The hillside on the north side of our property and the adjacent property to the north will function as a "distinction between urban and rural areas". "Objective 3" simply just does not apply.

Overall, we are very disappointed in the approach that the Staff has taken in regard to our property, as well as with the general zoning methodology applied to Carmel Valley. We are determined to resolve these issues so that our current zoning is preserved, allowing us to continue our decades-long effort to positively contribute to the community. We sincerely hope that the Monterey County Board of Supervisors will appropriately consider our concerns.

Sincerely,

Mahir Agha

Exhibit J

MONTEREY COUNTY PLANNING COMMISSION

Meeting: September 8, 2010 **Time:** 9:00 a.m.	**Agenda Item No.:** 1
Project Description: Combined Development Permit consisting of: 1) Preliminary Project Review Map and a Vesting Tentative Map for the subdivision of 891 acres into 73 market-rate residential lots and 22 affordable housing lots (15 inclusionary and 7 deed-restricted workforce housing lots) for a total of 95 residential lots; a 20.2 acre existing equestrian facility and accessory structures related to that use (Parcel E); 300.5 acres of common open space (Parcels A & C); 242.9 acres of public open space for donation/dedication (Parcel D); 250.7 acres of private open space (conservation and scenic easement) on each lot outside of the building envelope; 6.9 acres of open space reserved for future public facilities (Parcel B); annexation to the Carmel Area Wastewater District for sewage disposal; 2) a Use Permit for the public/commercial use of the equestrian center & stables for a maximum of 50 horses and a maximum water use of 3.0 acre-feet per year; 3) a Use Permit for an on-site water system including new wells, backup well(s), booster pumps, water tanks and piping for fire suppression and residents of the subdivision; 4) a Use Permit for removal of a maximum of 819 protected Coast live oaks; 5) an Administrative Permit for up to 100,000 cubic yards of grading in an "S" (Site Plan Review) Overlay Zoning District for subdivision infrastructure and improvements including, but not limited to, development of roads, water tanks, water system, and drainage detention areas; 6) a Use Permit to allow development on slopes greater than 30 percent for affordable housing on Lots 5 through 11, subdivision infrastructure and subdivision improvements; and 7) an Administrative Permit for affordable housing, equestrian center caretaker unit/public office, a tract sales office and a security gatehouse.	
Project Location: Carmel Valley Road between Canada Way and Valley Greens Drive, Carmel Valley	**APNs:** 015-171-010-000, 015-171-012-000, 015-361-013-000, and 015-361-014-000
Planning File Number: PC95062 / PLN050001	**Owner:** September Ranch Partners **Agent:** Lombardo & Gilles
Planning Area: Carmel Valley Master Plan	**Flagged and staked:** Yes
Zoning Designation: : RDR/10-D-S-RAZ [Rural Density Residential, 10 acres per unit with Design Control, Site Plan Review, and Residential Allocation Zoning District Overlays] and LDR/2.5-D-S-RAZ [Low Density Residential, 2.5 acres per unit with Design Control, Site Plan Review, and Residential Allocation Zoning District Overlays]	
CEQA Action: Environmental Impact Report	
Department: RMA - Planning Department	

RECOMMENDATION:

Staff recommends that the Planning Commission adopt a resolution (**Exhibit C**) to:

1) Recommend that the Board of Supervisors certify the Final Revised Environmental Impact Report including the Final Revised Water Demand Analysis;
2) Recommend that the Board of Supervisors approve the Project subject to recommended conditions of approval (**Exhibit C-1**); and
3) Recommend that the Board of Supervisors adopt the Mitigation Monitoring and Reporting Program for the Project (**Exhibit C-1**).

PROJECT OVERVIEW:

The first Environmental Impact Report (EIR) for the September Ranch Subdivision was certified by the County in 1998. In 2001, the Sixth District Court of Appeal affirmed a Superior Court determination that additional analysis was needed with respect to water supply baseline, water rights, water-related mitigation, and growth-inducing impacts. In 2006, the County took a fresh look at the Project and all potential impacts. On December 12, 2006 the County certified the

Revised EIR for the September Ranch Subdivision ("Revised EIR") and approved the combined development permit for the September Ranch Subdivision Project consisting of 73 market rate homes, 15 inclusionary units and 7 workforce units (Resolution No. 06-363).

The Revised EIR was again challenged pursuant to the California Environmental Quality Act (CEQA), and in September 2008 the Superior Court found the Revised EIR legally sufficient with the exception of the issue of water demand, water cap, and cumulative impacts as to water demand. The Court directed the County to vacate the certification of the EIR, void the approvals of the Project, and take no further action on the Project "without the preparation, circulation, and consideration under CEQA of a legally adequate document adopted in compliance with CEQA which properly analyzes water demand, water cap, and cumulative impacts as to water demand." (Judgments Granting Peremptory Writ of Mandate, issued September 16, 2008 and September 30, 2008 (Monterey County Superior Court Case Nos. M82632 and M82643).) In compliance with the writ, on July 21, 2009, the Board of Supervisors adopted Resolution No. 09-356, which rescinded Resolution No. 06-363 and, thereby, vacated the certification of the Final Revised EIR and voided the approval of permits and entitlements for the September Ranch Project.

The County prepared a Revised Water Demand Analysis (**Exhibit F**)to comprehensively reanalyze water demand for the Project pursuant to direction of the Monterey County Superior Court and the requirements of CEQA, Public Resources Code § 21000 et seq., and implementing regulations, Title 14, California Code of Regulations § 15000 et seq. The Revised Water Demand Analysis is a recirculated portion of the September Ranch Revised Environmental Impact Report (EIR) and was circulated for review through the State Clearinghouse with comments accepted from August 11, 2009 to September 28, 2009. The Revised Water Demand Analysis fulfills the Court's direction for analysis of water demand, water cap, and cumulative impacts as to water demand.

OTHER AGENCY INVOLVEMENT: The following agencies have reviewed the project and those that are checked (✓) have recommended conditions:

✓ Water Resources Agency	✓ Carmel Valley Fire Protection District
✓ Environmental Health Division	✓ Sheriff's Office
✓ Public Works Department	✓ Housing & Redevelopment
✓ Parks Department	

Conditions recommended by each of the agencies noted above have been incorporated into the Condition Compliance/Mitigation Monitoring and Reporting Plan attached as **Exhibit 1** to the draft resolution (**Exhibit C**).

LUAC RECOMMENDATION:
The Carmel Valley Land Use Advisory Committee (LUAC) unanimously recommended denial of the project at their meeting on March 21, 2005.

Laura M. Lawrence, R.E.H.S., Planning Services Manager
(831) 755-5148, lawrencel@co.monterey.ca.us
August 31, 2010

cc: Front Counter Copy; Planning Commission; Carmel Valley Fire Protection District; Public Works Department; Parks Department; Environmental Health Bureau; Water Resources Agency; Laura Lawrence, Planning Services Manager; Carol Allen, Senior Secretary; September Ranch Partners, Owner; Lombardo & Gilles, Agent; Law Offices of Michael Stamp; Planning File PLN050001.

Attachments:	Exhibit A	Project Data Sheet
	Exhibit B	Project Discussion
	Exhibit C	Draft Resolution, including: 1. Conditions of Approval and Mitigation Monitoring and Reporting Program 2. Vesting Tentative Map 3. Board of Supervisors Resolution 06-363 4. Peremptory Writ of Mandate Superior Court of Monterey County (Nos. M82632 and M82643)
	Exhibit D	Vicinity Map
	Exhibit E	Final Revised Water Demand Analysis (distributed to the Planning Commission, Property Owner, Property Owner's Agent, and the Law Offices of Michael Stamp)*
	Exhibit F	March 21, 2005 LUAC Minutes (excerpted)

*available for public review upon request

MN

This report was reviewed by Mike Novo, Director of Planning

EXHIBIT A

Project Data Sheet for PLN050001

Project Title:	SEPTEMBER RANCH PARTNERS	Primary APN:	015-171-010-000
Location:	CARMEL VALLEY RD CARMEL	Coastal Zone:	No
Applicable Plan:	Carmel Valley Master Plan	Zoning:	LDR/2.5-D-S-RAZ & RDR/10-D-S-RAZ
Permit Type:	Combined Development Permit,		
Environmental Status:	Environmental Impact Report Prepared	Plan Designation:	RDR-5+ acres/unit & LDR-5 to1 ac
Advisory Committee:	Carmel Valley	Final Action Deadline (884):	7/11/1996

Project Site Data:

Lot Size:	Varies	Coverage Allowed:	25%
		Coverage Proposed:	N/A
Existing Structures (sf):	Yes	Height Allowed:	30'
Proposed Structures (sf):	N/A	Height Proposed:	N/A
Total Sq. Ft.:	N/A	FAR Allowed:	N/A
		FAR Proposed:	N/A

Resource Zones and Reports:

Environmentally Sensitive Habitat:	Yes	Erosion Hazard Zone:	HIGH/MOD.
Biological Report #:	PC95062	Soils Report #:	PC95062
Forest Management Rpt. #:	PC95062		
Archaeological Sensitivity Zone:	HIGH/MOD.	Geologic Hazard Zone:	IV
Archaeological Report #:	PC95062	Geologic Report #:	PC95062
Fire Hazard Zone:	HIGH	Traffic Report #:	PC95062

Other Information:

Water Source:	NEW WATER SYSTEM	Sewage Disposal (method):	SEWER
Water Dist/Co:	N/A	Sewer District Name:	CAWD
Fire District:	CARMEL VALLEY FPD	Grading (cubic yds.):	100,000
Tree Removal:	3,582		

EXHIBIT B
DISCUSSION

Project History

The first Environmental Impact Report (EIR) for the September Ranch Subdivision was certified by the County in 1998. In 2001, the Sixth District Court of Appeal affirmed a Superior Court determination that additional analysis was needed with respect to water supply baseline, water rights, water-related mitigation, and growth-inducing impacts. In 2006, the County took a fresh look at the Project and all potential impacts. On December 12, 2006 the County certified a Revised EIR for the September Ranch Subdivision ("Revised EIR") and approved the combined development permit for the September Ranch Subdivision Project consisting of 73 market rate homes, 15 inclusionary units and 7 workforce units (Resolution No. 06-363).

The Revised EIR was again challenged pursuant to the California Environmental Quality Act (CEQA), and in September 2008 the Superior Court found the Revised EIR legally sufficient with the exception of the issue of water demand, water cap, and cumulative impacts as to water demand. The Court directed the County to vacate the certification of the Revised EIR, void the approvals of the Project, and take no further action on the Project "without the preparation, circulation, and consideration under CEQA of a legally adequate document adopted in compliance with CEQA which properly analyzes water demand, water cap, and cumulative impacts as to water demand." (Judgments Granting Peremptory Writ of Mandate, issued September 16, 2008 and September 30, 2008 (Monterey County Superior Court Case Nos. M82632 and M82643; Peremptory Writ of Mandate signed by the judge on December 23, 2008 and signed by the Court's Clerk on January 23, 2009, attached as Exhibit C-4 to this staff report).) In compliance with the writ, on July 21, 2009, the Board of Supervisors adopted Resolution No. 09-356, which rescinded Resolution No. 06-363 and, thereby, vacated the certification of the Revised EIR and voided the approval of permits and entitlements for the September Ranch Project.

Revised Water Demand Analysis

The County prepared the Revised Water Demand Analysis to comprehensively reanalyze water demand for the Project pursuant to direction of the Monterey County Superior Court and the requirements of CEQA, Public Resources Code § 21000 et seq., and implementing regulations, Title 14, California Code of Regulations § 15000 et seq. The Revised Water Demand Analysis is a recirculated portion of the Revised EIR.

Specifically, the Revised Water Demand Analysis replaces and updates the following:

- Replaces the Revised EIR's water demand analysis, which consists of the two full paragraphs and table (Table 4.3-5) immediately following the heading "Less than Significant Impact – Substantially Degrade Groundwater or Interfere with Groundwater Recharge" within the Water Supply and Availability Chapter on pages 4.3-41 to 4.3-42 of the Recirculated Portion of the Draft Revised EIR;
- Replaces Master Response 17 in the July 2006 Final EIR on pages 3-15 to 3-19.
- Updates Table 5-1 and some accompanying text within the Cumulative Impacts Analysis Section (Section 5.1.1) on pages 5-2 and 5-3 of the Recirculated Portion of the Draft Revised EIR.

The Revised Water Demand Analysis was circulated for review through the State Clearinghouse, with comments accepted from August 11, 2009 to September 28, 2009. The Revised Water Demand Analysis fulfills the Court's direction for analysis of water demand, water cap, and cumulative impacts as to water demand.

Planning Commission Hearing

The Project comes before the Planning Commission for recommendation following the preparation of the Final Revised Water Demand Analysis dated August 2010. The Final Revised Water Demand Analysis, together with the 2006 Final Revised EIR, provides the environmental review of the Project (Final EIR). The Project analyzed in the Final Revised Water Demand Analysis is the 73/22 Alternative as identified in the 2006 EIR and as modified by the Board in 2006 because the applicant is no longer pursuing the larger project that it had originally proposed.

As a result of the Board's adoption of Resolution No. 09-356 which satisfied the Peremptory Writ of Mandate by rescinding the prior certification of the 2006 Final Revised EIR and the prior approval of the project, the Board of Supervisors is the appropriate authority to consider certification of the Final Revised EIR with the Final Revised Water Demand Analysis and to once more consider action on the Project application. The role of the Planning Commission is to make recommendations to the Board on these actions following the Planning Commission's consideration of the Final EIR. Is is expected that the Commission's principal focus will be on the Final Revised Water Demand Analysis, which substantively reanalyzed the issues of water demand, water cap, and cumulative effects as to water demand and, thus, replaces and updates the relevant portions of the 2006 Final Revised EIR. The court has already determined that the 2006 Final Revised EIR contained a legally adequate discussion on all other issues.

EXHIBIT C
DRAFT RESOLUTION

Before the Planning Commission in and for the County of Monterey, State of California

In the matter of the application of:
SEPTEMBER RANCH PARTNERS (PLN050001)
RESOLUTION NO.
Resolution by the Monterey County Planning Commission:

1) Recommending that the Board of Supervisors certify the Final Revised Environmental Impact Report including the Final Revised Water Demand Analysis;
2) Recommending that the Board of Supervisors approve the Project subject to recommended conditions of approval (**Exhibit 1**); and
3) Recommending that the Board of Supervisors adopt the Mitigation Monitoring and Reporting Program for the Project (**Exhibit 1**).

(PC95062 / PLN050001, September Ranch Partners, Carmel Valley Road, Carmel Valley Master Plan (APNs: 015-171-010-000, 015-171-012-000, 015-361-013-000, AND 015-361-014-000).

The September Ranch Partners application (PC95062 / PLN050001) came on for public hearing before the Monterey County Planning Commission on September 8, 2010. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Planning Commission finds and decides as follows:

FINDINGS

1. **FINDING:** **PROJECT BACKGROUND.** The September Ranch Partners Combined Development Permit, as described in Condition #1 in Exhibit 1, attached, consists of: 1) a Preliminary Project Review Map and Vesting Tentative Map for the subdivision of 891 acres into 73 market-rate residential lots and 22 affordable housing lots (15 inclusionary and 7 deed-restricted workforce housing lots) for a total of 95 residential lots; a 20.2 acre existing equestrian facility and accessory structures related to that use (Parcel E); 300.5 acres of common open space (Parcels A & C); 242.9 acres of public open space for donation/dedication (Parcel D); 250.7 acres of private open space (conservation and scenic easement) on each lot outside of the building envelope; 6.9 acres of open space reserved for future public facilities (Parcel B); annexation to the Carmel Area Wastewater District for sewage disposal; 2) a Use Permit for the public/commercial

use of the equestrian center & stables for a maximum of 50 horses and a maximum water use of 3.0 acre-feet per year; 3) a Use Permit for an on-site water system including new wells, backup well(s), booster pumps, water tanks and piping for fire suppression and residents of the subdivision; 4) a Use Permit for removal of a maximum of 819 protected Coast live oaks; 5) an Administrative Permit for up to 100,000 cubic yards of grading in an "S" (Site Plan Review) Overlay Zoning District for subdivision infrastructure and improvements including, but not limited to, development of roads, water tanks, water system, and drainage detention areas; 6) a Use Permit to allow development on slopes greater than 30 percent for affordable housing on Lots 5 through 11, subdivision infrastructure and subdivision improvements; and 7) an Administrative Permit for affordable housing, equestrian center caretaker unit/public office, a tract sales office and a security gatehouse (hereafter "the Project"). The Project comes before the Planning Commission for recommendation and for action by the Board of Supervisors following the preparation of the Final Revised Water Demand Analysis, as described below.

EVIDENCE: a) On June 16, 1995, September Ranch Partners filed an application for a Combined Development Permit (PC95062, September Ranch Partners) consisting of a preliminary Project Review Map, a Vesting Tentative Map to allow the division of 902 acres creating 100 market rate units, 17 inclusionary housing units, a lot for the existing equestrian facility, and open space. The application was deemed completed on July 13, 1995. The application, plans, and support materials submitted by the project applicant to the Monterey County Planning Department for the proposed development are found in Project Files PC95062 and PLN050001.

b) On December 1, 1998, the Board of Supervisors approved the Combined Development Permit (PC95062, September Ranch Partners) consisting of a preliminary Project Review Map, a Vesting Tentative Map to allow the division of an 891-acre parcel creating 94 market rate units, 15 inclusionary housing units, a 20.2 acre lot for the existing equestrian facility (with one employee unit), and 791 acres of open space. The application, plans, and support materials submitted by the project applicant to the Monterey County Planning Department for the proposed development are found in Project Files PC95062 and PLN050001.

c) The approval was challenged in court by *Save Our Peninsula Committee et al.* and *Sierra Club et al.* The Superior Court of Monterey County (Nos. M42412 and M42485) held that the EIR was legally inadequate under the California Environmental Quality Act (CEQA), Public Resources Code §21000 *et seq.* In Resolution No. 01-374, the Board of Supervisors vacated its December 1998 certification and approval. The application filed in 1995 remains on file; the proposed project is substantially consistent with the application deemed complete in 1995.

d) On December 12, 2006, the County Board of Supervisors adopted Resolution No. 06-363 certifying a Revised Environmental Impact Report on the September Ranch Subdivision ("Revised EIR"),

adopting a passing score, approving a Combined Development Permit for the September Ranch subdivision project, and adopting the associated Mitigation Monitoring and Reporting Plan. The project approved under the Combined Development Permit consisted of the 73/22 Alternative as identified in the Revised EIR as modified by the Board following public hearing. The Combined Development Permit included approval of a Vesting Tentative Map for the subdivision of 891 acres into 73 market-rate residential lots, 15 inclusionary housing lots and 7 workforce housing lots. (Board of Supervisors' Resolution No. 06-363). A copy of Board of Supervisors' Resolution No. 06-363 is attached to this resolution as Exhibit 3.

e) The approval was challenged in court by *Sierra Club et al.* and *Helping Our Peninsula's Environment.* In September 2008, the Superior Court of Monterey County (Nos. M82632 and M82643) entered judgment finding that the EIR was legally sufficient under the California Environmental Quality Act (CEQA), Public Resources Code §21000 *et seq.* except as to issues of water demand, water cap, and cumulative impacts as to water demand. A Peremptory Writ of Mandate, signed by the judge on December 23, 2008 and signed by the Court's Clerk on January 23, 2009, was issued requiring the County to vacate the certification of the Revised EIR, void the approvals of the Project, and take no further action on the Project "without the preparation, circulation, and consideration under CEQA of a legally adequate document adopted in compliance with CEQA which properly analyzes water demand, water cap, and cumulative impacts as to water demand." (Peremptory Writ of Mandate (Nos. M82632 and M82643).) A copy of the Peremptory Writ of Mandate is attached hereto as Exhibit 4 and incorporated herein by reference.

f) In compliance with the Judgments Granting Peremptory Writs of Mandate, issued by the court on September 16, 2008 and September 30, 2008 (Monterey County Superior Court Case Nos. M82632 and M82643), the Board of Supervisors rescinded Resolution No. 06-363, vacated the certification of the Final Revised EIR, and voided the approval of permits and entitlements for the September Ranch Project (Board of Supervisors' Resolution No. 09-356.).

g) The County has prepared the Revised Water Demand Analysis, fulfilling the Court's direction for analysis of water demand, water cap, and cumulative impacts as to water demand. The Revised Water Demand Analysis replaces and updates the following:

- Replaces the Revised EIR's water demand analysis, which consists of the two full paragraphs and table (Table 4.3-5) immediately following the heading "Less than Significant Impact – Substantially Degrade Groundwater or Interfere with Groundwater Recharge" within the Water Supply and Availability Chapter on pages 4.3-41 to 4.3-42 of the Recirculated Portion of the Draft Revised EIR;
- Replaces Master Response 17 in the July 2006 Final EIR on pages 3-15 to 3-19.
- Updates Table 5-1 and some accompanying text within the Cumulative Impacts Analysis Section (Section 5.1.1) on pages 5-2

and 5-3 of the Recirculated Portion of the Draft Revised EIR. The document entitled "Revised Water Demand Analysis: 2009 Recirculated Portion of the Final Revised Environmental Impact Report" was circulated for public comment from August 12, 2009 through September 28, 2009. The Final Revised Water Demand Analysis, which contains responses to comments Revised Water Demand Analysis on the 2009 Recirculated Portion of the Final Revised Environmental Impact Report, was released to the public on August 27, 2010. The Revised Water Demand Analysis, together with the Final Revised EIR which contains a legally sufficient discussion on all other issues, provides the environmental review of the Project.

h) The Project analyzed in the Revised Water Demand Analysis and that is the subject of this Planning Commission recommendation is the 73/22 Alternative because the applicant is no longer pursuing the larger project that it had originally proposed.

2. **FINDING:** **CONSISTENCY.** The Project, as conditioned, is consistent with applicable provisions of the Monterey County General Plan, Carmel Valley Master Plan, Monterey County Zoning Ordinance (Title 21 of the Monterey County Code), Monterey County Subdivision Ordinance (Title 19 of the Monterey County Code), Monterey County Code 18.46.040, Monterey County Inclusionary Housing Ordinance, Air Quality Management Plan and Transportation Plans & Policies.

a) The project site is located on Carmel Valley Road (Assessor's Parcel Numbers 015-171-010-000, 015-171-012-000, 015-361-013-000, and 015-361-014-000), Carmel Valley in the County of Monterey.

b) The evidence from Finding 1 (Consistency) in Resolution 06-363 is incorporated herein by reference except as amplified and/or revised herein.

c) The County of Monterey is in the process of updating its 1982 General Plan. However, pursuant to Government Code Section 66474.2, the County is applying those ordinances, policies, and standards as of the date the application for the vesting tentative map was deemed complete (July 13, 1995). Therefore the 1982 General Plan and the ordinances in effect as of the completeness date apply.

d) Nothing in the Final Revised Water Demand Analysis changes the consistency analysis and conclusions contained in Finding 1 of Resolution No. 06-363 or the EIR sections referenced above.

e) Administrative record including material in Planning Department files PC95062 and PLN050001.

3. **FINDING:** **NO VIOLATIONS.** The subject property is in compliance with all rules and regulations pertaining to zoning uses, subdivision and any other applicable provisions of the County's zoning ordinance. No violations exist on the property. Zoning violation abatement costs, if any, have been paid.

EVIDENCE: a) Staff reviewed Monterey County Planning Department and Building Services Department records and is not aware of any violations existing on subject property.

b) Staff conducted site visits on March 16, 2005 and July 25, 2006 to verify that the project on the subject parcel conforms to the plans submitted under PLN050001.

c) The application, plans, and support materials submitted by the project applicant to the Monterey County Planning Department for the proposed development are found in Project Files PC95062 and PLN050001.

4. **FINDING:** **HEALTH AND SAFETY.** The establishment, maintenance or operation of the project applied for will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use; or be detrimental or injurious to property and improvements in the neighborhood; or to the general welfare of the County.

EVIDENCE: a) The proposed development has been reviewed by the Monterey County RMA – Planning Department, Water Resources Agency, Public Works Department, Environmental Health Bureau, Parks and Recreation Department, Housing and Redevelopment Agency, Sheriff's Office and the Carmel Valley Fire Protection District as part of the project design and environmental review process. The respective departments have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood; or the County in general.

b) The application, plans, and support materials submitted by the project applicant to the Monterey County Planning Department for the proposed development are found in Project Files PC95062 and PLN050001.

c) In order to construct internal access roads, the project proposes grading over slopes in excess of 30 percent. Therefore, the project requires the granting of a Use Permit to allow development on slopes of 30 percent or more (Monterey County Code Section 21.64.230). See Finding 6.

d) Up to approximately 34.90 acres of Monterey pine/coast live oak forest habitat will be impacted for construction of roads, utilities, and building pads. Therefore, the project requires a Use Permit for tree removal (Monterey County Code Section 21.64.260.D). See Finding 5.

e) Draft Revised EIR dated December 2004, Recirculated Draft Revised EIR dated February 2006, and Final Revised EIR dated July 2006, and Final Revised Water Demand Analysis dated August 2010.

f) Preceding and following Findings and supporting evidence.

5. **FINDING:** **TREE REMOVAL.** The tree removal is the minimum required under the circumstances of the case. The removal will not involve a risk of adverse environmental impacts, as fully described in Monterey County Code Section 21.64.260.D.5, such as soil erosion, impacts to water quality, ecological impacts, increases in noise pollution, reduce the ability of vegetation to reduce wind velocities, or significantly reduce available habitat.

EVIDENCE: a) The evidence from Finding 3 (Tree Removal) in Resolution 06-363 is incorporated herein by reference except as amplified and/or revised herein.

b) In Resolution 06-363, Finding 3 (Tree Removal), 8th Evidence shall be revised to read "~~The tree removal under the Proposed Project involves six percent of the oak trees and four percent of the Monterey pine trees found on the project site.~~ The tree removal under the Proposed Project, the 73/22 Alternative, involves five percent of the oak trees and two percent of the Monterey pine trees found on the project site."

6. **FINDING:** **30 PERCENT SLOPES.** The proposed development on over 30 percent slopes better achieves the goals, policies, and objectives of the Monterey County General Plan and Carmel Valley Master Plan than other development alternatives consistent with CVMP Policy 26.1.10.1. There is no feasible alternative which would allow development to occur on slopes of less than 30 percent.

EVIDENCE: The evidence from Finding 5 (30 Percent Slopes) in Resolution 06-363 is incorporated herein by reference.

7. **FINDING:** **TENTATIVE MAP** – None of the findings found in Section 19.05.055.B of the Monterey County Code Title 19 (Subdivision Ordinance) can be made.

EVIDENCE: a) The evidence from Finding 6 (Tentative Map) in Resolution 06-363 is incorporated herein by reference except as amplified by the Final Revised Water Demand Analysis dated August 2010.

8. **FINDING:** a) **INCLUSIONARY HOUSING.** In approving the vesting tentative map, the decision-making body has balanced the housing needs of the County against the public service needs of its residents and available fiscal and environmental resources. The applicant is required to comply with provisions of Monterey County's Inclusionary Housing Ordinance

EVIDENCE: The evidence from Finding 8 (Inclusionary Housing) in Resolution 06-363 is incorporated herein by reference.

9. **FINDING:** **RECREATIONAL REQUIREMENTS.** The applicant will be required to comply with the recreational requirements of Title 19, Section 19.12.010.

EVIDENCE: The evidence from Finding 9 (Recreational Requirements) in Resolution 06-363 is incorporated herein by reference.

10. **FINDING:** **SITE SUITABILITY.** The site is physically suitable for the proposed development.

EVIDENCE: The evidence from Finding 10 (Site Suitability) in Resolution 06-363 is incorporated herein by reference.

11. **FINDING:** **PRELIMINARY PROJECT REVIEW MAP.** The Planning Commission finds, based on substantial evidence, that Project complies with the requirements of Monterey County Code Section 19.07.025.G.

EVIDENCE: a) See Finding 7 and associated evidence.

b) Draft Revised EIR dated December 2004, Recirculated Draft Revised EIR dated February 2006, and Final Revised EIR dated July 2006, and Final Revised Water Demand Analysis dated August 2010.

12. **FINDING:** **DRAFT REVISED WATER DEMAND ANALYSIS CIRCULATED.** A Revised Water Demand Analysis on the 2009 Recirculated Portion of the Final Revised Environmental Impact Report dated August 2009, was distributed to responsible agencies, trustee agencies, other departments and agencies, and interested parties including the State Clearinghouse (SCH#1995083033) in accordance with the California Environmental Quality Act. The public comment period for this document was from August 11, 2009 to September 28, 2009.

EVIDENCE: a) A Notice of Completion, dated August 10, 2009, was sent to the State Clearinghouse, along with copies of the Draft Revised Water Demand Analysis, which were circulated to State agencies.

b) A Notice of Availability was published, mailed to interested parties and property owners within 300 feet of the project boundaries, and was provided to the Carmel Valley Library and the City of Carmel-by-the-Sea Library.

c) Administrative record including material in Planning Department files PC95062 and PLN050001.

d) This finding supplements Finding 16 (Draft Revised EIR Circulated) in Board of Supervisors Resolution No. 06-363.

13. **FINDING:** **DRAFT REVISED WATER DEMAND ANALYSIS COMMENTS.** Comments on the Draft Revised Water Demand Analysis were received from agencies and interested parties.

EVIDENCE: Administrative record including material in Planning Department files PC95062 and PLN050001.

14. **FINDING:** **FINAL REVISED EIR RELEASED.** On August 27, 2010, the Final Revised EIR including the Final Revised Water Demand Analysis was released to the public, which responded to significant environmental issues raised in the comments.

EVIDENCE: Administrative record including material in Planning Department files PC95062 and PLN050001.

15. **FINDING:** **RECIRCULATION NOT REQUIRED** The Planning Commission has assessed all changes and new information identified from public

comments and staff investigation since circulation of the Revised Water Demand Analysis in August-September 2009, and based on the record as a whole finds that recirculation is not required.

EVIDENCE: a) Recirculation is generally not required when the only additional information clarifies or amplifies or makes insignificant modifications to the EIR, while recirculation would be required if there were significant new information showing a new significant environmental impact, a substantial increase in the severity of a previously identified environmental impact, a mitigation measure considerably different from others previously analyzed that would clearly less the project's environmental impacts, or the draft was so fundamentally inadequate and cursory that it precluded meaningful public comment.

b) Minor changes and edits have been made to the text, tables and figures of the Revised Water Demand Analysis, as set forth in the Errata (pages 67–71). Most of the changes involved tightening the conditions of approval to provide further assurance that water use at September Ranch will remain within the forecasted estimates. These changes are principally requiring more details in the required water use reporting, further requirements for irrigation equipment and water-saving interior fixtures, prohibiting subdivision phase approval absent compliance with MPWMD's Pro Rata Expansion Capacity policy, ensuring County and MPWMD entry onto individual lots for monitoring and enforcement, prohibiting changes in installed landscaping or irrigation system absent evidence that the changes will not increase water use, and limiting the total area that may be used on each lot for irrigated landscaping and exterior water features. These changes strengthen the conclusion that water demand at September Ranch will not exceed 57.21 AFY, and thereby clarify or amplify the adequate analysis in the Revised Water Demand Analysis.

c) Additional data on water use in neighboring subdivisions has also been added to reflect acquisition of water use reports released since preparation of the Revised Water Demand Analysis, as well as correcting numerical errors and making minor adjustments to the data. The Planning Commission finds that these changes are of a minor, non-substantive nature and do not require recirculation of the Revised EIR.

d) Draft Revised EIR dated December 2004, Recirculated Draft Revised EIR dated February 2006, Final Revised EIR dated July 2006, and Final Revised Water Demand Analysis dated August 2010.

e) Administrative record including material in Planning Department files PC95062 and PLN050001.

16. **FINDING:** **BOARD OF SUPERVISORS RESOLUTION 06-363.** The Findings and the associated Evidence in Board of Supervisors Resolution No. 06-363 in relation to the environmental review conducted under the California Environmental Quality Act (CEQA) and the findings under CEQA, specifically Findings 12 through 32 and associated evidence of Resolution No. 06-363, are incorporated herein by reference, except as amplified and revised by the findings in this resolution relating to water demand and water cap.

EVIDENCE: The Judgments entered in Case No. M82632 and Case No. M82643 declare that the revised EIR certified by the Board of Supervisors in 2006 contains a legally sufficient discussion on all issues other than water demand, water cap, and cumulative impacts as to water demand. Accordingly, the findings and evidence contained in Resolution No. 06-363 with respect to environmental impacts of the Project are incorporated herein by reference, except for the findings which are set forth below with respect to water demand, water cap, and cumulative impacts as to water demand.

17. **FINDING:** **ENVIRONMENTAL IMPACTS FOUND TO BE LESS THAN SIGNIFICANT - WATER DEMAND AND WATER CAP.** The County has systematically reanalyzed the water demand for the Project in light of the Superior Court writ issued in *Sierra Club, Save Our Carmel River, Patricia Bernardi v. County of Monterey Board of Supervisors* and *Helping Our Peninsula's Environment v. County of Monterey* (Monterey County Superior Court Case Nos. M82632 and M82643). To conduct the analysis, the County computed the estimated indoor and outdoor water use for three hypothetical homes/lots within September Ranch, taking into account (a) conditions of approval formulated specifically to reduce each lot's water consumption, (b) County and District ordinances concerning water use, and (c) the new Model Water Efficient Landscape Ordinance prepared by the State Department of Water Resources, Cal. Code Regs., tit. 23, § 490 et seq. The County compared the resulting demand figures against consumption within neighboring large-lot subdivisions in the Carmel Valley, and evaluated the County and District enforcement capabilities for ensuring the subdivision will remain within a fixed annual quantity of no more than 57.21 acre-feet per year (AFY). The Revised Water Demand Analysis and other documents in the record demonstrate to the Planning Commission's satisfaction that, subject to the recommended conditions of approval, the September Ranch Project will consume no more than 57.21 AFY. This finding supplements Finding 25b (Water Supply and Availability (REIR Chapter 4.3)), Finding 25b (ii) (Water Demand), and Finding 25b (iii) (Treatment Water) in Board of Supervisors Resolution No. 06-363.

EVIDENCE: a) In Resolution 06-363, Finding 25b (iv) (c) (Impact Conclusions – The project will not use water in a wasteful manner.) shall be revised to read "...Relevant Conditions of Approval include but are not limited to Conditions 33, 40, 41, 45, 46, 107, 108, 110-112, 120, 122-124, 146, and 148, and 188-190."

b) In Resolution 06-363, Finding 25b (v) (Project Elements/Mitigations/ Conditions – Mitigation Measure 4.3-1) shall be revised to add the following text at the end of the paragraph: "In addition to meeting all reporting requirements of MPWMD, the reports will separately detail the number of active connections of employee, inclusionary and market-rate houses, the monthly water use (interior, exterior and combined) for each connection, the permitted water amount for the lot, identification of whether the home at each connection is under construction or has completed construction and is accepting routine

water service. Upon request of RMA – Planning Department or MPWMD, the applicant, per the water system operator, shall make available the name and address information for any connection exceeding its permitted water limit; such disclosures will be made pursuant to a public nondisclosure agreement consistent with State constitutional privacy guarantees."

c) In Resolution 06-363, Finding 25b (v) (Project Elements/Mitigations/ Conditions – Mitigation Measure 4.3-2) shall be revised in the second paragraph to read: "Related Conditions of Approval include but are not limited to Conditions 33, 45, 46, 108, 111, 112, 120, 122-124, 146, and 147, and 188-190."

d) Draft Revised EIR dated December 2004, Recirculated Draft Revised EIR dated February 2006, Final Revised EIR dated July 2006, and Final Revised Water Demand Analysis dated August 2010.

e) Administrative record including material in Planning Department files PC95062 and PLN050001.

17a. **FINDING:** **Interior Water Use.** The interior water use estimates were made pursuant to the Monterey Peninsula Water Management District (MPWMD) fixture count, using water-saving fixtures as required by recommended conditions of approval for the Project. The number of fixtures for the market-rate lots was estimated high (5 to 6 bathrooms) even though all homes would be single-family dwellings. To ensure that the homeowner will not cause an exceedance of the subdivision's water cap, no additional fixtures may be installed unless the property owner first obtains a water permit amendment approved by MPWMD.

17b. **FINDING:** **Exterior Water Use.** Exterior water use was estimated using the Maximum Applied Water Allowance as described in the Model Ordinance, which relies primarily on regional evapotranspiration rates and the square footage of landscaping and water features. This method is reliable for September Ranch lots because the square footage of landscaping and exterior water features for all types of lots is limited by a recommended condition of approval. Further, the estimates are conservative because the Model Ordinance assumes medium water-use plants, while the Project is required to use drought-tolerant / low water-use plants. The exterior water demand will be accurate even taking into account individual watering habits. Under the Model Ordinance, water efficient irrigation systems will be designed for each lot, with certification that they were designed as installed. For market-rate lots, the irrigation system must have controllers equipped with soil moisture sensors to avoid overwatering. In addition, no changes in type or location of landscaping or changes to the irrigation system can be made absent evidence demonstrating that the modifications will not result in either an increase in annual water use or a reduction in water use efficiency, and the landowner first obtains written concurrence from the RMA – Planning Department and MPWMD.

17c. **FINDING:** **Equestrian Center Water Use.** Water use for the equestrian center was based on demonstrated historical usage (3 AFY) and may not be increased pursuant to condition.

17d. **FINDING:** **Water Treatment Loss.** The water treatment loss is estimated at a maximum of 10% of total water deliveries based on a condition

requiring the lowest losses feasible, from 0 to 10%. Applicants submitted Kennedy/Jenks Consultants, Technical Memorandum No. 8, which discusses several treatment options capable of achieving the required loss percentage.

17e. **FINDING:** **Water Conveyance Loss.** The estimated conveyance loss percentage (7%) is higher than the standard loss estimated by MPWMD (5%), and is comparable to losses in neighboring subdivisions.

17f. **FINDING:** **Computation of Water Treatment and Conveyance Loss.** The treatment and conveyance losses were computed as a function of total subdivision water deliveries according to MPWMD's standard formula.

17g. **FINDING:** **MPWMD Rule 11.** Pursuant to MPWMD regulations (Rule 11), if the lots' proportional share of the overall Project water limit is exceeded when more than half of the total allowed connections have been installed, MPWMD will not process new individual water permits until the system is brought back into compliance and credible expert analysis demonstrates that the system can and will remain in compliance into the future. Before the County will approve the final map for each phase, the applicant must demonstrate the subdivision water use is within MPWMD Rule 11. See Condition 45.

17h. **FINDING:** **Demand Data by Subdivision.** The market-rate homes in other large-lot subdivisions in the Carmel Valley have used, on average, somewhat more water than the average use estimated for market-rate homes in September Ranch (0.535 AFY)—i.e., Monterra Ranch (0.58 to 0.78 AFY including caretaker units), Tehama (0.48 to 0.76 AFY including caretaker units), Santa Lucia Preserve (0.43 to 0.66 AFY). Unlike September Ranch, however, these subdivisions have no maximum limits on area for irrigated landscaping and exterior water features other than the building envelope, which averages 1.3 acres or more. At September Ranch, the outside area for water use will be limited to less than 1/10 of an acre (4,275 square feet). This difference is substantial given that outside water use is often two to three times as much as interior use. Additional subdivision-specific conditions will further limit September Ranch water use relative to other subdivisions—e.g., Model Ordinance compliance, specific low-water fixture limits, limitations on the landscaped acreage.

17i. **FINDING:** **Enforcement.** The County will have sufficient means of enforcement to ensure water use at September Ranch remains at or below 57.21 AFY, including installing flow restrictors at homeowner cost if unauthorized fixture or landscaping changes are made; administrative citations; hearings; fines; and legal actions. These are in addition to the means available to MPWMD, which has committed to collaborating with the County on enforcement at September Ranch.

17j. **FINDING:** **Cumulative Impacts.** The court ordered the Board of Supervisors to not take "further action approving the project without the preparation, circulation, and consideration under CEQA of a legally adequate document adopted in compliance with CEQA which properly analyzes . . . cumulative impacts as to water demand." The Revised Water Demand Analysis affirms the cumulative impacts analysis in the Revised EIR based on (1) a determination that water use will be at or

below 57.21 AFY, which was the measure of Project water demand in the Revised EIR, and (2) there is no increase in water consumed by recently built and proposed future projects.

EVIDENCE: The following evidence supports Findings 17a through 17j inclusive:

- Draft Revised EIR dated December 2004, Recirculated Draft Revised EIR dated February 2006, Final Revised EIR dated July 2006, and Final Revised Water Demand Analysis dated August 2010.
- Administrative record including material in Planning Department files PC95062 and PLN050001.

18. **FINDING:** **CERTIFICATION OF THE REVISED EIR.** The Planning Commission has reviewed and considered the Final EIR including the Final Revised Water Demand Analysis prior to making its recommendations on the Project and finds that substantial evidence supports certification of the Final EIR by the Board of Supervisors

EVIDENCE: a) The Final Revised Water Demand Analysis dated August 2010 analyzes the issues of water demand, water cap, and cumulative impacts as to water demand. The Final Revised Water Demand Analysis, together with the Final Revised EIR dated July 2006 which has been held by the Monterey County Superior Court to contain a legally adequate discussion on all other issues, comprises the Final EIR for the Project.

b) The Final EIR, including the Final Revised Water Demand Analysis, has been completed in compliance with CEQA.

c) The Final EIR, including the Final Revised Water Demand Analysis, reflects the County's independent judgment and analysis.

d) The Final EIR evaluates the potential environmental impacts of the Project and recommends feasible mitigation measures to reduce impacts to a less than significant level, and these measures are recommended to be adopted as conditions of project approval as described in the record, these findings, and Resolution No. 06-363.

e) In accordance with CEQA and the CEQA Guidelines, a Mitigation Monitoring and Reporting Program (Exhibit 1) has been prepared for the Project and is recommended for approval by the Board of Supervisors.

f) Various documents and other materials constitute the record upon which the Planning Commission bases its findings and its recommendations. The location and custodian of these documents and materials is the Monterey County Resource Management Agency – Planning Department, 168 West Alisal Street, Salinas, California.

19. **FINDING:** **PLANNING COMMISSION HEARING.** The Planning Commission conducted a duly noticed public hearing on the Project on September 8, 2010.

EVIDENCE: a) A public notice for the Project was published in the *Monterey County Herald* on August 29, 2010.

b) Public notices were mailed to the property owners within 300 feet of the project site and interested parties on August 25, 2010.

c) Public notices were posted in three different public places on and near

the property at 10:30 a.m. on August 27, 2010. The notices were posted:

- On the property entry gate;
- On the address marker for the property on Carmel Valley Road;
- On the fence next to the bus stop near Brookdale Road.

DECISION

NOW, THEREFORE, based on the above findings and evidence, the Planning Commission does hereby:

A. Recommend that the Board of Supervisors certify the Final Revised Environmental Impact Report including the Final Revised Water Demand Analysis;

B. Recommend that the Board of Supervisors approve the Combined Development Permit subject to recommended conditions of approval (**Exhibit 1**) and in substantial conformance with the attached Vesting Tentative Map (**Exhibit 2**); and

C. Recommend that the Board of Supervisors adopt the Mitigation Monitoring and Reporting Program for the Project (**Exhibit 1**).

PASSED AND ADOPTED this 8th day of September, 2010 upon motion of _____, seconded by _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mike Novo, Planning Commission

COPY OF THIS DECISION MAILED TO APPLICANT ON _____.

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

NOTES

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

   Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

   Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from the Monterey County Planning Department and Building Services Department office in Salinas.

2. This permit expires 2 years after the above date of granting thereof unless construction or use is started within this period.

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Exhibit 21

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COUNTY OF MONTEREY
HEALTH DEPARTMENT

MEMORANDUM

ENVIRONMENTAL HEALTH BUREAU

NOVEMBER 4, 2019

To: **John Dugan, AICP, Deputy Director**
Monterey County Resource Management Agency

From: **Bryan Escamilla, REHS**
Environmental Health Review

Subject: **PLN990274, Agha Durrell D Tr**

As previously requested by Environmental Health Bureau staff, the follow items are required to be addressed prior to the project being deemed complete:

1. Written verification from Carmel Area Wastewater District (CAWD) stating the sewer service can and will be provided for the proposed property/project.

   Information and/or agreements as to how the sewer main will be connected to this project (both financially and logistically) and additional review from the Local Agency Formation Commission of Monterey County (LAFCO) for annexation into the CAWD district will be necessary for the wastewater expansion. This review may take place through the EIR process.

2. This project will require proof of a Long Term Sustainable Water Supply and an Adequate Water Supply System pursuant to General Plan policy PS 3.2. This review can be done through a contracted Hydrogeological Study through RMA or through the EIR process.

3. Official documents verifying water rights for the existing well due to location within Carmel River Basin have not been supplied to EHB. The proposed project would also meet the definition of a Public Water System and as a result, a suitable secondary water source shall be identified and tested to determine that it meets quality and quantity requirements. Monterey Peninsula Water Management District (MPWMD) also needs to be advised of this project so they may make comments regarding any specific concerns they might have as to water use intensification.

4. Chemical test results for the existing well, dated Feb 12, 2009, detected Fluoride at 6 mg/L (three times the MCL of 2 mg/L) subsequently, quarterly conformation samples for Fluoride should have been taken to demonstrate Fluoride thresholds. The applicant met with EHB staff in April 2011and a conformation sample was taken. The result was 3.48 mg/L, which is still over the MCL. Quarterly confirmation samples are required.

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Exhibit 22

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MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY
Carl P. Holm, AICP, Director

LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS
1441 Schilling Place, South 2nd Floor (831)755-4800
Salinas, California 93901-4527 www.co.monterey.ca.us/rma

April 1, 2020

Mr. Paul Hart
Moncrief and Hart
16 West Gabilan St.
Salinas, CA 93901

RE: Vista Nadura Subdivision, Carmel Valley, PLN990274

Dear Mr. Hart:

This letter is in response to your request that the above referenced subdivision application be deemed complete as of 2002-2003. Staff has reviewed the project file and your contentions, and staff has confirmed its prior determinations that the application is incomplete. As further outlined below, you may submit the information required to make this application complete, or you may appeal the incompleteness determination to the Monterey County Planning Commission.

There is no dispute that under the Subdivision Map Act, the subdivision application is subject to the ordinances, policies, and standards in effect when the application is deemed complete, with some exceptions not at issue here. (Government Code section 66474.2(a).) In this case, the application has been incomplete since 2002 and remains incomplete. Therefore, the application will be subject to such County ordinances, policies and standards rules in effect when it is deemed complete, including but not limited to the 2010 General Plan, including the updated Carmel Valley Master Plan. Review of a completeness determination is factually based.

County staff, predominantly RMA and Environmental Health, have conducted an in-depth review of the application materials and project files over the past 20 years, as well as the extensive supplemental information your office provided. Staff's determination is based on project specific facts. **Exhibit A** provides a summary of key dates and actions that support this determination.

County records show that the formal application was filed on August 26, 2002. By letter dated September 26, 2002, staff informed the applicant that the application was incomplete because the applicant had not submitted proof of adequate water supply, and additional information, as required by the County's subdivision ordinance in order to deem the application complete.

You contend the subdivision application should not have been deemed incomplete due to the failure to include in the application material evidence as to the existing availability of full water rights to serve the entirety of the proposed project. You contend this was not the proper procedure or standard in place at that time, rather, the application should have been deemed

complete when the applicant "*pointed to a proposed source of water supply. The actual sufficiency and viability of the water supply was not a precondition of deeming the application complete, rather it was an issue to be evaluated and examined during the project review and approval/denial process.*" (Email of August 6, 2019 to Craig Spencer, RMA Services Manager).

Research found that on September, 2000, the County Board of Supervisors adopted a "Proof of Water" ordinance requiring that all proposed subdivisions show adequate source of water prior to an application being deemed compete. The ordinance amended portions of Title 19, and stated that these new provisions were not retroactive to projects for which an application had already been deemed complete prior to June 26, 2000. Per the ordinance adopted in September 2000, County regulations require submission of a hydrogeological report for a subdivision application to be complete. Section 19.03.015.L.3.A of the Monterey County Codes (Title 19, Subdivisions, non-coastal) states, in part: "***Prior to an application being deemed complete**, a hydrogeologic report based on a comprehensive hydrological investigation shall be prepared by a certified hydrogeologist, selected by the County and under contract with the County, at the applicant's expense, **if required by this Section**...*" This requirement has been in place since before your client submitted its formal application in 2002.

In contrast, you provided as evidence the application evaluation process for the September Ranch property, located nearby, which you contend was not required to provide proof of water supply before being deemed complete for processing. However, the original September Ranch subdivision (PC95062) application was submitted and deemed complete in 1995. The EIR was revised (PLN050001) subsequently as a result of litigation, but since the revision of the EIR was to satisfy the court directives, the September Ranch project retained its original completion date and was processed under the pre-2000 Subdivision Code. Nonetheless, a very thorough analysis of water supply and water demand was required and done for the September Ranch project.

Based on the information I have reviewed, it is staff's determination that the Vista Nadura Subdivision application is incomplete and, therefore, subject to Monterey County Code Section 19.03.015.L.3.A and the 2010 General Plan, and the Carmel Valley Master Plan, as incorporated into the 2010 General Plan and amended in 2013, as well as any other County plans, rules and regulations applicable to the project that are in effect when the application is deemed complete.

This is an incompleteness determination pursuant to Government Code section 65943. In order to move the application forward, two options are open to you:

A. Submit the information required to make the Vista Nadura Subdivison application complete: To render the application complete, you must submit the information required by the Monterey County Health Department Environmental Health Bureau (EHB) related to adequate public water supply, as specified in the attached Memorandum (dated 11/4/2019). As delineated in the memo, EHB has modified its requirements in response to your request that some of the information would be addressed in the EIR process; however, EHB requires you to submit certain information prior to application completeness. Additionally, as a prerequisite to a complete application, the subdivision description needs confirmation as to number of lots and subdivision design, given revisions to the application which applicant submitted in 2016.
B. Appeal the determination: Pursuant to Government Code section 65943(c), you have the right to appeal this incompleteness determination to the Monterey County Planning Commission. If you desire to file an appeal, you must submit an appeal in writing to the Resource Management Agency and pay the applicable appeal fee. The appeal must specify

the grounds for the appeal. Upon receipt of the appeal, Resource Management Agency would set the appeal for hearing before the Planning Commission within 60 days of the hearing, unless the COVID-19 emergency requires additional time. Please note the appeal would be limited to the issue of application completeness and would not be a hearing on the application itself.

Sincerely

John M. Dugan, FAICP
RMA Deputy Director of Land Use and Community Development

EXHIBIT A – KEY DATES/ACTIONS

6/10/1999	Application Request submitted, assigned case number PLN990274
09/2000	BOS adopts Ordinance 4082 amending MCC Chapters 19.03 and 19.04 setting forth procedures for a tentative map, including a hydrogeological report required prior to an application being deemed complete.
8/1/2001	Application Checklist "Given Out"
8/26/2002	Application Submitted
9/26/2002	Incomplete letter issued noting 1) the subdivision is located in water sub basins 31 and 32. Sub basin 32 is subject to a subdivision prohibition adopted by the County in Feb. 1983., 2) no documentation of source of water supply, 3) Lack of soils study and report for each lot.4) Project description is not complete.
11/4/2002	Supplemental letter from Environmental Health Office reiterating that the applicant must provide map overlays showing the proposed subdivision location in the two sub basins, and related soil percolation test results. Also reiterated was the requirement for a project-specific hydrogeological report to demonstrate the existence of a long-term water supply for the subdivision. The report was to be prepared by a hydrogeologist under contract with the County. It was specifically stated the application would be deemed incomplete until such report was completed and accepted by Environmental Heath.
4/15/2003	Letter from Bestor Engineers (Applicant's engineer) urging reconsideration of requirement of hydrogeological report to demonstrate long range water supply. based on historic land use of the property and their related water consumption. Health Department notes they have no record of this letter and marked it received on November 9, 2007.
4/6/2006	Bestor Engineers submits supplemental data for water system.
4/20/2006	Letter from County Planning regarding additional information needed.
8/3/2006	Letter from County Planning stating all departments have deemed the application complete except the Health Department. Health Department requires information on 1) Complete project description related to sub basins, 2) Additional soils information, 3) Documentation of water supply, 4) Method of sewage disposal and proposed Community Septic System not acceptable.
11/9/2007	Information submitted by applicant to Health Department addressing required data.
11/30/2007	Detailed letter from Health Department identifying incomplete information for: wastewater management, water supply, project description, and related tentative map requirements.
12/27/2007	Reissued letter from County Heath Department reiterating the application is incomplete due to lack of information listed in their referral of 7/31/2006.(Listed in County Planning letter of 8/3/2006.
2/21/2008	Bestor Engineers submits response to County Health Department letter of 12/27/2007. Response clarified the project description is to include 7 inclusionary housing units on lot 20; 1982 map showing subdivision location in sub watersheds; soil and percolation testing reports, well pump test, drain-field and septic information; statement that water credits from existing horse operations (2.48 acre feet) can be used for water plus use of sub-potable water from aquifer underlying the Carmel Valley aquifer.
3/18//2008	County Health Department stating the project description was now satisfactory, but none of the other required information had been received in the form or detail required: 1. Sub basin and proposed subdivision overlay map, 2.Soils and

	percolation testing reports for proposed lots, 3.Water supply information verifying water rights, report from Monterey Peninsula Water Management District, well pump test data.
6/4/2008	County Health Department letter to applicant summarizing required information on the: sub basins overlaid by the subdivision proposed septic fields, wastewater management, water supply verifying water rights for existing well and other data as detailed in March 18,2008 letter.
9/4/2008	Letter from Health Department to applicant confirming a phone conversation of 8/28/2008 wherein applicant stated he wished to address sewage issues by deleting drain fields and connecting to Carmel Area Wastewater District (CAWD). Letter stated Can and Will Serve Letter from CAWD required to be documented. Water supply issues still not addressed.
12/10/2010	Letter from Environmental Health Department documenting phone conversation regarding letters sent to applicant by the Planning Department. Staff was directed by the Board of Supervisors to recommend denial of all proposed subdivisions in Carmel Valley. On October 26, 2010, the Board of Supervisors adopted the 2010 Monterey County General Plan. Carmel Valley projects that remain incomplete as of Oct.16, 2007 are to comply with the 2010 General Plan policies LU-1.19, CV-1.6,CV-2.18, CV-2.19 and CV-5.5. Previously documented reports and technical information remain outstanding. Regarding wastewater disposal, an Oct 23, 2008 letter from the Carmel Area Wastewater District stated the project will have to apply to amend the CAWD Sphere of Influence in order to be annexed into the district.
11/15/2011	Memorandum from Roger Van Horn, Environmental Health Dept. to Robert Schubert, Planning Department stating that Environmental Health considers the project incomplete with recommendation for denial due to lack of proof of a sustainable long-term potable water supply.
5/31/2016	Project Referral Sheet from Environmental Health Bureau stating the application is incomplete. Can and Will Serve Certification from CAWD has not been submitted by the applicant to show CAWD will provide sewer service to the project. Proof of Long-Term Sustainable Water Supply and Adequate Water Supply System pursuant to General Plan policy PS 3.2 has not been submitted.
1/24/2018	Letter from John M Dugan, RMA Deputy Director summarizing a history of the project and requesting evidence that the Health Bureau information requirements had been met to deem the project application complete.
3/19/2019	Letter from Paul Hart of Moncrief and Hart responding to the letter of 1/24/18 and requesting a Director's Interpretation which would find the application Complete prior to October 16, 2007. Documentation provided which applicant contends supports their contention that the application should have been deemed complete sometime in 2002 or 2003.
11/4/2019	Memorandum from Bryan Escamilla Environmental Health Bureau restating and partially revising (ie, reducing) items required to be addressed prior to the project being deemed complete.

COUNTY OF MONTEREY
HEALTH DEPARTMENT

MEMORANDUM

ENVIRONMENTAL HEALTH BUREAU

NOVEMBER 4, 2019

To: **John Dugan, AICP, Deputy Director**
Monterey County Resource Management Agency

From: **Bryan Escamilla, REHS**
Environmental Health Review

Subject: **PLN990274, Agha Durrell D Tr**

As previously requested by Environmental Health Bureau staff, the follow items are required to be addressed prior to the project being deemed complete:

1. Written verification from Carmel Area Wastewater District (CAWD) stating the sewer service can and will be provided for the proposed property/project.

   Information and/or agreements as to how the sewer main will be connected to this project (both financially and logistically) and additional review from the Local Agency Formation Commission of Monterey County (LAFCO) for annexation into the CAWD district will be necessary for the wastewater expansion. This review may take place through the EIR process.

2. This project will require proof of a Long Term Sustainable Water Supply and an Adequate Water Supply System pursuant to General Plan policy PS 3.2. This review can be done through a contracted Hydrogeological Study through RMA or through the EIR process.

3. Official documents verifying water rights for the existing well due to location within Carmel River Basin have not been supplied to EHB. The proposed project would also meet the definition of a Public Water System and as a result, a suitable secondary water source shall be identified and tested to determine that it meets quality and quantity requirements. Monterey Peninsula Water Management District (MPWMD) also needs to be advised of this project so they may make comments regarding any specific concerns they might have as to water use intensification.

4. Chemical test results for the existing well, dated Feb 12, 2009, detected Fluoride at 6 mg/L (three times the MCL of 2 mg/L) subsequently, quarterly conformation samples for Fluoride should have been taken to demonstrate Fluoride thresholds. The applicant met with EHB staff in April 2011and a conformation sample was taken. The result was 3.48 mg/L, which is still over the MCL. Quarterly confirmation samples are required.

Exhibit 23

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MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

PLANNING & BUILDING INSPECTION DEPARTMENT, Scott Hennessy, Director

168 W. Alisal St., 2nd Floor
Salinas, CA 93901

(831) 755-5025
FAX (831) 757-9516

December 22, 2006

Mr. Nader Agha
542 Lighthouse Avenue
Pacific Grove, CA 93950

Subject: Vista Nadura Subdivision (PLN990274)

Dear Mr. Agha:

On September 28, 2006 I sent you a copy of the proposal from the firm (EMC) that was selected by the County to prepare an EIR for the Vista Nadura Subdivision. Please review the proposal and let me know whether you agree to pay for the EIR. Once the County receives your authorization we will prepare the appropriate contract documents.

Let me know if you need another copy of the proposal. Feel free to call me at (831) 755-5183 if you have any questions.

Sincerely,

Bob Schubert, AICP
Acting Planning and Building Services Manager

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Exhibit 24

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MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

PLANNING DEPARTMENT, Mike Novo, Director

168 W. Alisal St., 2nd Floor
Salinas, CA 93901

(831) 755-5025
FAX (831) 757-9516

October 28, 2010

Mr. Nader Agha
542 Lighthouse Avenue
Pacific Grove, CA 93950

Subject: Vista Nadura Subdivision (PLN990274)

Dear Mr. Agha:

The purpose of this letter is to outline the options for processing the Vista Nadura Subdivision which is within the Carmel Valley Master Plan Area. Resolution No. 02-024 states that it is the policy of the Board of Supervisors that residential subdivisions in the Carmel Valley Master Plan Area be denied, pending the construction of left turn pockets on Segments 6 and 7 of Carmel Valley Road (from Robinson Canyon Road to Rancho San Carlos Road) and the construction of capacity-increasing improvements to State Highway 1 between its intersections with Carmel Valley Road and Morse Drive. While the policy established in Resolution No. 02-024 remains in effect, staff is directed by the Board of Supervisors to recommend denial of proposed subdivisions in Carmel Valley, including the subject application.

On October 26, 2010, the Board of Supervisors adopted the General Plan Update. Policy LU-9.3 in the General Plan Update states that applications for subdivision maps that were deemed complete after October 16, 2007 shall be governed by the plans, policies ordinances and standards that are enacted as a result of the General Plan Update. All of the County departments have deemed the application complete with the exception of the Environmental Health Bureau (see memorandum from Environmental Health dated July 31, 2006). Since the subject application is incomplete, it is subject to the following requirements of the adopted General Plan Update:

a. LU-1.19 requires all development outside of designated Community Areas and Rural Centers to be subject to a Development Evaluation System with evaluation criteria that must meet a minimum passing score.
b. Policy CV-1.6 in the General Plan Update limits new residential subdivisions in Carmel Valley to the creation of 266 new units with preference to projects including at least 50% affordable housing units. As of this time Monterey County has three applications in Carmel Valley with a total of 268 lots that have been deemed complete (i.e., Rancho Canada Village Specific Plan with 247 residential lots, Delfino with 19 residential lots and Miller with 2 residential lots) that could precede this project in the buildout accounting. Again, the maximum unit count that could be approved under the General Plan Update is 266 units. If these projects are approved, there would not be any units remaining for the Vista Nadura Subdivision.

c. Policy CV-5.4 requires the establishment of regulations for Carmel Valley that limit development to vacant lots of record and already approved projects, unless additional water supplies are identified.
d. Policies CV-2.18/CV-2.19 include a specified list of road improvements along Carmel Valley Road and Laureles Grade within the Carmel Valley Master Plan Area, proposed amendments to the Carmel Valley Master Plan, consideration of several interim improvement options for one intersection, a change in LOS standard for one segment (Segment 3), and a proposed update of traffic impact fees to pay for the proposed improvements through collection of fees from new development.

Options that are available to you for the Vista Nadura Subdivision are as follows:

1. Withdraw the application.

2. Request that the project be put on hold until such time that Resolution No. 02-024 is rescinded by the Board of Supervisors. The project would still need to comply with the requirements of General Plan Policy LU-1.19 and Carmel Valley Master Plan Policies CV-1.6, CV-5.4 and CV-2.18/CV-2.19.

3. Proceed with the preparation of an EIR. On September 28, 2006, the Planning Department sent you a copy of the proposal from the firm (EMC) that was selected by the County to prepare an EIR for the Vista Nadura Subdivision. On December 22, 2006, the Planning Department sent you a letter asking that you review the proposal and let us know whether you agree to pay for the EIR. Since we never received a response or deposit from you, work on the EIR was never started. For the reasons stated above, staff does not recommend that an EIR be prepared. Staff would recommend denial of the project which would not require an EIR. If you decide to pursue this option, there could be considerable time and expense involved with completion of an EIR regardless of the conclusions.

Please let me know how you wish to proceed within 30 days of the date of this letter. If we do not hear from you, staff will schedule the project for hearing and recommend denial. Feel free to call me at (831) 755-5183 if you have any questions.

Sincerely,

Bob Schubert, AICP
Senior Planner

Cc: Durell Agha
Richard LeWarne
Tom Moss
Chad Alinio
Les Girard

Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to:

a. Deny the appeal by Vista Nadura LLC and Nader T. Agha from the Monterey County Planning Commission's September 30, 2020 determination that a subdivision application filed by Durrel and Nader Agha (PLN990274) was incomplete prior to October 16, 2007 and remains incomplete; and
b. Find that the application (Agha/PLN990274) for a Standard Subdivision to subdivide three lots totaling 50 acres into 20 lots ranging in size from 1.1 acres to 8.5 acres was not deemed complete prior to October 16, 2007 and continues to be incomplete pursuant to Government Code Section 65943 (the Permit Streamlining Act) and Monterey County Code Chapter 19.03.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: RES 21-015
Agenda Item No.: 24

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

Julian Lorenzana, Deputy

Monterey County

Board Report

Legistar File Number: 21-070

Item No.25

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

January 26, 2021

Introduced: 1/15/2021

Current Status: Passed - RMA Administration

Version: 1

Matter Type: General Agenda Item

Receive and accept a report on:
a. Traffic volumes on Carmel Valley Road for all segments, pursuant to the 2010 General Plan, Carmel Valley Master Plan area; and
b. The Five (5) Year Interval Report.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Accept the traffic volumes on Carmel Valley Road for all segments, pursuant to the 2010 General Plan, Carmel Valley Master Plan area; and
b. Accept the Five (5) Year Interval Report;

SUMMARY:
The 2010 General Plan includes policies that require annual monitoring and reporting of traffic volumes and travel times on segments 3,4,5,6,7, and 10 of Carmel Valley Road. If the annual monitoring reveals that traffic volumes are exceeding certain thresholds, the Board of Supervisors must conduct a noticed public hearing.

The required monitoring has been completed and an evaluation report of traffic volumes on Carmel Valley Road and Rio Road has been prepared. No segments exceed the Average Daily Traffic (ADT) thresholds, and no segments exceed Percent-Time-Spent-Following (PTSF) thresholds. Although no public hearing is warranted pursuant to Policy CV-2.17 of the 2010 General Plan, this information is being provided as part of this report.

Every five (5) years an additional analysis must be performed on all segments of Carmel Valley Road to determine if additional road segments need to be added to the yearly evaluation report. Segments that are currently reported in the yearly evaluation report are not within a twenty percent (20%) margin of the listed threshold. Based on the data, staff recommends making no changes or additions of road segments to the yearly traffic evaluation report.

At five (5)-year intervals, the County is also required to examine changes in levels of service which may cause consideration of an adjustment of the cap on new units or other measures that may reduce traffic impacts. In addition to staff's recommendation that no segments be added to the annual monitoring and reporting of traffic volumes on Carmel Valley Road, staff finds that no change to the unit cap is warranted at this time.

DISCUSSION:
The 2010 General Plan - Carmel Valley Master Plan (CVMP) includes a policy to monitor the circulation of traffic in Carmel Valley. The CVMP Policy CV-2.17 requires twice yearly monitoring (in June when school is not in session, and in October when school is in session) of peak hour traffic volumes and daily traffic volumes on six (6) roadway segments (Segments 3, 4, 5, 6, 7, and 10 of Carmel Valley Road), and an evaluation of traffic flow patterns using two (2) methods - Average Daily Traffic (ADT) and Percent-Time-Spent-Following (PTSF).

Although not required by the CVMP, the County monitors all 13 road segments listed in Policy CV-2.17 (ten [10] segments of Carmel Valley Road and three [3] segments on Rio Road and Carmel Rancho Boulevard, shown on Attachment A). Monitoring information regarding these 13 segments is included in this annual report. Every five (5) years an additional analysis must be performed on all segments of Carmel Valley Road to determine if additional road segments need to be added to the yearly evaluation report. Monitoring in 2020 was conducted June 18 and October 8. This year, stay-at-home- orders related to the COVID-19 pandemic were in place during the 2020 monitoring; however, traffic counts were performed as required by the applicable policies. The traffic volumes counted during 2020 may not reflect those of a typical year. As required, the annual monitoring report, along with the five-year evaluation, was completed and presented to the Carmel Valley Road Advisory Committee in December 2020.

The Average Daily Traffic (ADT) volumes for all the thirteen (13) segments in the CVMP area and the threshold value from the CVMP are presented in Attachment B. The ADTs do not exceed the threshold, nor are they within 100 ADT of the threshold.

Using these volumes, the Percent Time Spent Following (PTSF) was calculated for Segments 1 through 13. Segments 9, 10, 11, and 13 are four-lane highways, and because the PTSF methodology does not apply to four-lane roadways, the LOS determination is based on Volume. PTSF and LOS is shown on Attachment C. The analysis indicates no segments exceed PTSF thresholds.

CV 2.17 (d) requires that at five (5) year intervals, all segment volumes are analyzed and compared to the ADT thresholds. If a segment is within twenty percent (20%) of the listed ADT threshold, then it shall be added to the list of roads that are evaluated annually. Attachment B presents a comparison of current volumes, threshold volumes and the percent-of-threshold values. This year, no segments other than those already on the required-monitoring list were within twenty percent (20%) of the established thresholds. Therefore, no additional segments need to be evaluated for this year's report, and the list of segments subject to annual evaluation does not need to be amended.

Policy CV 2.17 (e) requires that the County examine if the level of service (LOS) for the road segments is changing earlier than forecasted in the General Plan Environmental Impact Report (EIR). Evaluation and comparisons of the five-year data demonstrate that traffic volumes are generally trending lower than forecasted in the General Plan EIR (Attachment D). None of the five-year monitoring segments exceeded criteria, and therefore no changes to the unit cap are needed, pursuant to Policy 2.17(e). The next 5-year interval will be included with the annual report in January 2026.

Intersection LOS was also evaluated as part of this report, as related to Policy CV 2.18(f). All

signalized intersection studied operate at acceptable LOS. All unsignalized intersections studied, except for one, operate at acceptable LOS or do not meet traffic signal warrants. The intersection that operates at an unacceptable LOS is the intersection of Carmel Valley Road and Laureles Grade. A summary of intersection LOS is presented on Attachments E and F.

OTHER AGENCY INVOLVEMENT:
This traffic volume analysis was presented to the Carmel Valley Road Advisory Committee (CVRAC) at their December 17, 2020 meeting as required in the Carmel Valley Master Plan (CVMP).

FINANCING:
Scheduled traffic monitoring activities for CVMP, estimated at $8,000, are funded by the Carmel Valley Traffic Impact Fee Program. Sufficient funds are available in the Road Fund 002, Unit 8195, Appropriation Unit RMA0012 to finance this work.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
By following the policies in the Carmel Valley Master Plan and conducting the required hearing, the County practices accountability and transparency.

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
X Public Safety

Prepared by: Chad Alinio, Senior Civil Engineer (831-755-4937)
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - Location Map
Attachment B - Carmel Valley Road Volumes
Attachment C - Level of Service and Percent Time Spent Following
Attachment D - 5-Year Traffic Volumes
Attachment E - Intersections - June 2020
Attachment F - Intersections - October 2020
Attachment G - Carmel Valley Road Five-Year Traffic Monitoring Report

Monterey County

Board Report

Legistar File Number: 21-070

Item No.

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

January 26, 2021

Introduced: 1/15/2021
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Receive and accept a report on:
a. Traffic volumes on Carmel Valley Road for all segments, pursuant to the 2010 General Plan, Carmel Valley Master Plan area; and
b. The Five (5) Year Interval Report.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
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The required monitoring has been completed and an evaluation report of traffic volumes on Carmel Valley Road and Rio Road has been prepared. No segments exceed the Average Daily Traffic (ADT) thresholds, and no segments exceed Percent-Time-Spent-Following (PTSF) thresholds. Although no public hearing is warranted pursuant to Policy CV-2.17 of the 2010 General Plan, this information is being provided as part of this report.

Every five (5) years an additional analysis must be performed on all segments of Carmel Valley Road to determine if additional road segments need to be added to the yearly evaluation report. Segments that are currently reported in the yearly evaluation report are not within a twenty percent (20%) margin of the listed threshold. Based on the data, staff recommends making no changes or additions of road segments to the yearly traffic evaluation report.

At five (5)-year intervals, the County is also required to examine changes in levels of service which may cause consideration of an adjustment of the cap on new units or other measures that may reduce traffic impacts. In addition to staff's recommendation that no segments be added to the annual monitoring and reporting of traffic volumes on Carmel Valley Road, staff finds that no change to the unit cap is warranted at this time.

DISCUSSION:

The 2010 General Plan - Carmel Valley Master Plan (CVMP) includes a policy to monitor the circulation of traffic in Carmel Valley. The CVMP Policy CV-2.17 requires twice yearly monitoring (in June when school is not in session, and in October when school is in session) of peak hour traffic volumes and daily traffic volumes on six (6) roadway segments (Segments 3, 4, 5, 6, 7, and 10 of Carmel Valley Road), and an evaluation of traffic flow patterns using two (2) methods - Average Daily Traffic (ADT) and Percent-Time-Spent-Following (PTSF).

Although not required by the CVMP, the County monitors all 13 road segments listed in Policy CV-2.17 (ten [10] segments of Carmel Valley Road and three [3] segments on Rio Road and Carmel Rancho Boulevard, shown on Attachment A). Monitoring information regarding these 13 segments is included in this annual report. Every five (5) years an additional analysis must be performed on all segments of Carmel Valley Road to determine if additional road segments need to be added to the yearly evaluation report. Monitoring in 2020 was conducted June 18 and October 8. This year, stay-at-home- orders related to the COVID-19 pandemic were in place during the 2020 monitoring; however, traffic counts were performed as required by the applicable policies. The traffic volumes counted during 2020 may not reflect those of a typical year. As required, the annual monitoring report, along with the five-year evaluation, was completed and presented to the Carmel Valley Road Advisory Committee in December 2020.

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Using these volumes, the Percent Time Spent Following (PTSF) was calculated for Segments 1 through 13. Segments 9, 10, 11, and 13 are four-lane highways, and because the PTSF methodology does not apply to four-lane roadways, the LOS determination is based on Volume. PTSF and LOS is shown on Attachment C. The analysis indicates no segments exceed PTSF thresholds.

CV 2.17 (d) requires that at five (5) year intervals, all segment volumes are analyzed and compared to the ADT thresholds. If a segment is within twenty percent (20%) of the listed ADT threshold, then it shall be added to the list of roads that are evaluated annually. Attachment B presents a comparison of current volumes, threshold volumes and the percent-of-threshold values. This year, no segments other than those already on the required-monitoring list were within twenty percent (20%) of the established thresholds. Therefore, no additional segments need to be evaluated for this year's report, and the list of segments subject to annual evaluation does not need to be amended.

Policy CV 2.17 (e) requires that the County examine if the level of service (LOS) for the road segments is changing earlier than forecasted in the General Plan Environmental Impact Report (EIR). Evaluation and comparisons of the five-year data demonstrate that traffic volumes are generally trending lower than forecasted in the General Plan EIR (Attachment D). None of the five-year monitoring segments exceeded criteria, and therefore no changes to the unit cap are needed, pursuant to Policy 2.17(e). The next 5-year interval will be included with the annual report in January 2026.

Intersection LOS was also evaluated as part of this report, as related to Policy CV 2.18(f). All signalized intersection studied operate at acceptable LOS. All unsignalized intersections studied,

except for one, operate at acceptable LOS or do not meet traffic signal warrants. The intersection that operates at an unacceptable LOS is the intersection of Carmel Valley Road and Laureles Grade. A summary of intersection LOS is presented on Attachments E and F.

OTHER AGENCY INVOLVEMENT:
This traffic volume analysis was presented to the Carmel Valley Road Advisory Committee (CVRAC) at their December 17, 2020 meeting as required in the Carmel Valley Master Plan (CVMP).

FINANCING:
Scheduled traffic monitoring activities for CVMP, estimated at $8,000, are funded by the Carmel Valley Traffic Impact Fee Program. Sufficient funds are available in the Road Fund 002, Unit 8195, Appropriation Unit RMA0012 to finance this work.

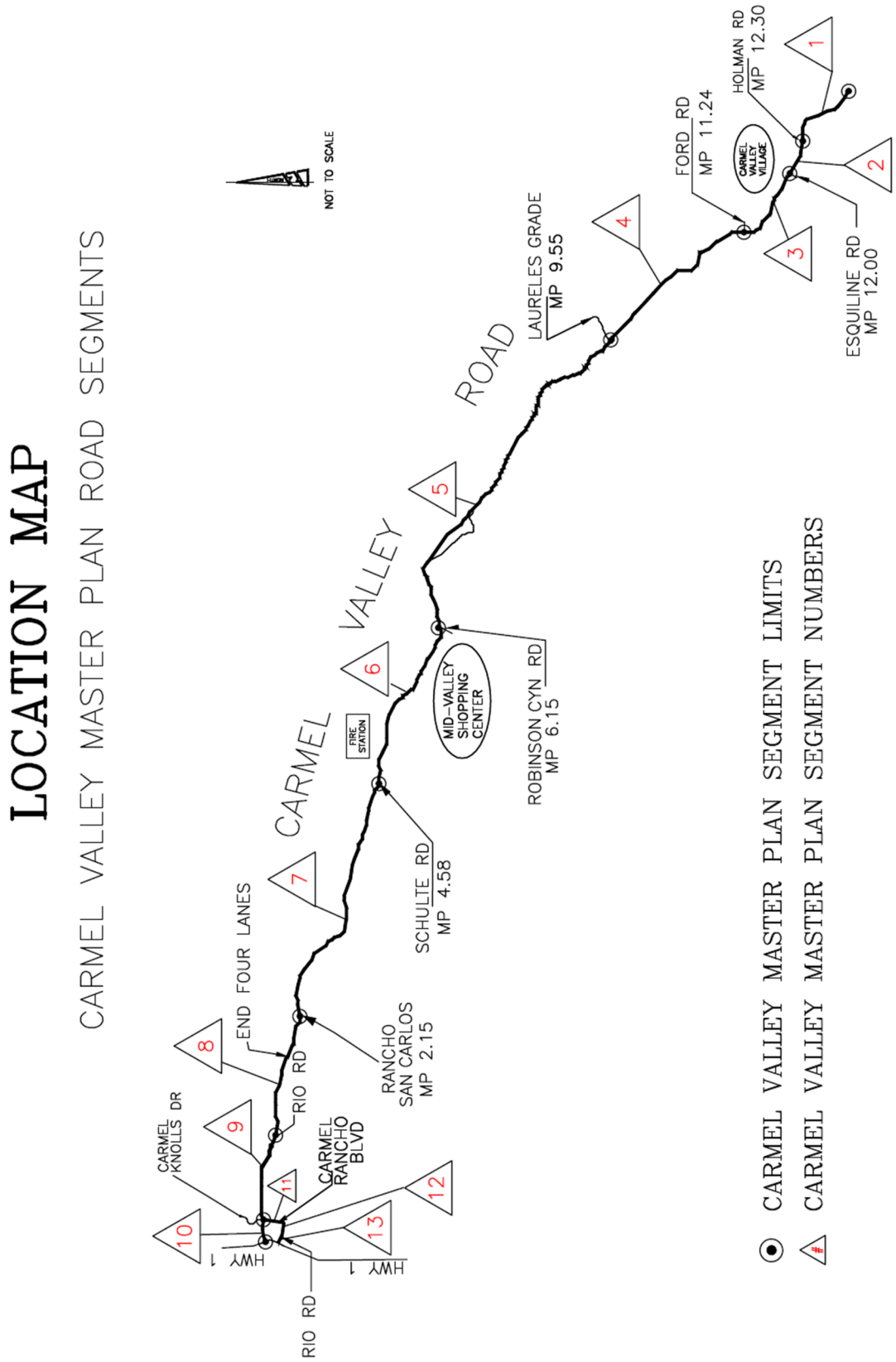
BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
By following the policies in the Carmel Valley Master Plan and conducting the required hearing, the County practices accountability and transparency.

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
X Public Safety

Prepared by: Chad Alinio, Senior Civil Engineer (831-755-4937)
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - Location Map
Attachment B - Carmel Valley Road Volumes
Attachment C - Level of Service and Percent Time Spent Following
Attachment D - 5-Year Traffic Volumes
Attachment E - Intersections - June 2020
Attachment F - Intersections - October 2020
Attachment G - Carmel Valley Road Five-Year Traffic Monitoring Report

ATTACHMENT A



ATTACHMENT B

Carmel Valley Road 2020 Volumes

	CVMP Threshold	2020 June		2020 October	
	ADT	ADT	Percent of Threshold	ADT	Percent of Threshold
Segment 1	8,487	3,084	-63.7%	2,791	-67.1%
Segment 2	6,835	3,211	-53.0%	2,926	-57.2%
Segment 3	**9,065**	**8,058**	**-11.1%**	**7,913**	**-12.7%**
Segment 4	**11,600**	**9,196**	**-20.7%**	**9,064**	**-21.9%**
Segment 5	**12,752**	**9,732**	**-23.7%**	**9,551**	**-25.1%**
Segment 6	**15,499**	**13,072**	**-15.7%**	**13,279**	**-14.3%**
Segment 7	**16,340**	**13,513**	**-17.3%**	**13,649**	**-16.5%**
Segment 8	48,487	18,013	-62.8%	18,205	-62.5%
Segment 9	51,401	18,173	-64.6%	18,326	-64.3%
Segment 10	**27,839**	**18,698**	**-32.8%**	**18,962**	**-31.9%**
Segment 11	33,495	12,122	-63.8%	12,522	-62.6%
Segment 12	6,416	902	-85.9%	875	-86.4%
Segment 13	33,928	6,965	-79.5%	6,980	-79.4%

ATTACHMENT C

Road Segment
Percent Time Spent Following (PTSF)
and Level of Service (LOS)

Table 7
Road Segment PTSF and LOS Summary – October 2020

Segment No.	Road	Segment	A.M. Peak Hour		P.M. Peak Hour	
			PTSF	LOS	PTSF	LOS
1	Carmel Valley Road	East of Holman Road	54.4	B	55.9	C
2	Carmel Valley Road	Between Esquiline Road and Holman Road	54.4	B	56.9	C
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**69.0**	**C**	**66.9**	**C**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	**72.2**	**D**	**75.0**	**D**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**76.8**	**D**	**81.3**	**D**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**76.5**	**D**	**81.5**	**D**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**77.9**	**D**	**82.6**	**D**
8	Carmel Valley Road	Between Rio Road and Rancho San Carlos Road (two-lane portion)	78.9	D	84.3	D
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Rio Road	N/A	A	N/A	A
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**N/A**	**A**	**N/A**	**A**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	**N/A**	A	**N/A**	A
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	33.3	A	35.4	A
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	**N/A**	A	**N/A**	A

Bold type indicates road segments currently included in the annual monitoring report.
N/A: Not applicable. PTSF methodology is not applicable to multi-lane roadways.

ATTACHMENT D

5-Year Traffic Volumes

Table 12
Volume and LOS Comparison

No.	Road	Segment	2008		2015+		2020				General Plan (Cumulative)	
					June	October	June		October			
			ADT*	LOS*	ADT	ADT	ADT	LOS	ADT	LOS	ADT	LOS
1	Carmel Valley Road	East of Holman Road	3,235	A	3,128	3,048	3,084	B	2,791	C	10,400	D
2	Carmel Valley Road	Between Esquiline Road and Holman Road	3,673	A	3,536	3,436	3,211	B	2,926	C	6,100	D
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**10,816**	**B/C**	**8,216**	**8,206**	**8,058**	**C**	**7,913**	**C**	**13,200**	**F**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	-	**C**	**10,740**	**11,061**	**9,196**	**D**	**9,064**	**D**	**22,600**	**F**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**11,521**	**C/D**	**11,015**	**11,364**	**9,732**	**D**	**9,551**	**D**	**27,400**	**F**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**14,163**	**D**	**14,255**	**14,400**	**13,072**	**D**	**13,279**	**D**	**33,200**	**F**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**15,984**	**D**	**14,642**	**16,067**	**13,513**	**D**	**13,649**	**D**	**36,600**	**F**
8	Carmel Valley Road	Between Rio Road and Rancho San Carlos Road	19,655	A	19,076	19,117	18,013	D**	18,205	D**	35,800	F
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Rio Road	24,655	A/B	23,941	24,767	18,173	A	18,326	A	41,800	F
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**23,160**	**A/B**	**22,413**	**22,510**	**18,698**	**A**	**18,962**	**A**	**40,200**	**F**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	11,015	-	10,076	9,728	12,122	**A**	12,522	A	18,600	D
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	-	-	658	702	902	A	875	A	-	-
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	12,270	-	11,528	11,437	6,965	**A**	6,980	A	18,100	D

Bold type indicates road segments currently included in the annual monitoring report. + 2015 LOS not available
* 2008 ADT from 2008 CVMP Volume Report; 2008 ADT from General Plan EIR baseline.
** 2020 LOS is for the two-lane portion of Segment 8. The four-lane portion is operating at LOS A.

ATTACHMENT E

Intersections – June 2020

Table 8
Intersection LOS and Peak-Hour Warrant Summary – June 2020

Intersection	Control	A.M. Peak Hour			P.M. Peak Hour		
		Delay (sec)	LOS	Warrant	Delay (sec)	LOS	Warrant
SR 1 / Carmel Valley	Signals	4.7	A		6.8	A	
Carmel Rancho Blvd / Carmel Valley	Signals	15.4	B		20.5	C	
Rio Vista Drive / Carmel Valley	One-way stop	16.6	C	Not met	19.5	C	Not met
Carmel Middle School / Carmel Valley	Signals	7.5	A		7.0	A	
Rio / Carmel Valley	One-way stop	19.0	C	Not met	29.4	D	Not met
Via Mallorca / Carmel Valley	Signals	2.1	A		2.2	A	
Rancho San Carlos / Carmel Valley	Signals	2.7	A		2.7	A	
Schulte / Carmel Valley	One-way stop	17.6	C	Not met	25.6	D	Not met
Robinson Canyon / Carmel Valley	Yield	9.8	A	Not met	12.9	B	Not met
Robinson Canyon / Carmel Valley off ramp	One-way stop	8.7	A	Not met	8.8	A	Not met
Laureles Grade / Carmel Valley	One-way stop*	20.9	C		**52.2**	**F**	
Ford / Carmel Valley	One-way stop	11.1	B	Not met	11.4	B	Not met
Esquiline / Carmel Valley	One-way stop	11.1	B	Not met	11.8	B	Not met
Holman / Carmel Valley	One-way stop	9.9	A	Not met	9.7	A	Not met
SR 1 / Rio Road	Signals	17.1	B		21.3	C	
Crossroads Blvd / Rio Road	Signals	5.2	A		5.4	A	
Carmel Rancho Blvd / Rio Road	Two-way stop	12.5	B	Not met	16.2	C	Not met

* Peak-hour warrants not analyzed - roundabout planned.

ATTACHMENT F

Intersections – October 2020

Table 9
Intersection LOS and Peak-Hour Warrant Summary – October 2020

Intersection	Control	A.M. Peak Hour			P.M. Peak Hour		
		Delay (sec)	LOS	Warrant	Delay (sec)	LOS	Warrant
SR 1 / Carmel Valley	Signals	4.8	A		7.0	A	
Carmel Rancho Blvd / Carmel Valley	Signals	16.2	B		19.7	B	
Rio Vista Drive / Carmel Valley	One-way stop	18.0	C	Not met	21.5	C	Not met
Carmel Middle School / Carmel Valley	Signals	7.4	A		11.7	B	
Rio / Carmel Valley	One-way stop	23.1	C	Not met	29.4	D	Not met
Via Mallorca / Carmel Valley	Signals	6.7	A		6.7	A	
Rancho San Carlos / Carmel Valley	Signals	7.4	A		7.8	A	
Schulte / Carmel Valley	One-way stop	20.4	C	Not met	29.0	D	Not met
Robinson Canyon / Carmel Valley	Yield	10.1	A	Not met	13.0	B	Not met
Robinson Canyon / Carmel Valley off ramp	One-way stop	8.9	A	Not met	8.9	A	Not met
Laureles Grade / Carmel Valley	One-way stop*	19.8	C		**51.0**	**F**	
Ford / Carmel Valley	One-way stop	11.2	B	Not met	11.7	B	Not met
Esquiline / Carmel Valley	One-way stop	11.8	B	Not met	11.9	B	Not met
Holman / Carmel Valley	One-way stop	9.6	A	Not met	9.5	A	Not met
SR 1 / Rio Road	Signals	16.5	B		21.8	C	
Crossroads Blvd / Rio Road	Signals	9.9	A		11.2	B	
Carmel Rancho Blvd / Rio Road	Two-way stop	11.5	B	Not met	11.9	B	Not met

* Peak-hour warrants not analyzed - roundabout planned.

Carmel Valley Road
Five-Year Traffic Monitoring - 2020

Monterey County, California

Prepared For:

County of Monterey
1441 Schilling Place, 2nd Floor
Salinas, California 93901

Date: December 10, 2020

Job No.: 20-032.01

PETERS ENGINEERING GROUP
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PETERS ENGINEERING GROUP
A CALIFORNIA CORPORATION

Mr. Jose Miguel Sanchez
County of Monterey
1441 Schilling Place, 2nd Floor
Salinas, California 93901

December 10, 2020

Subject: Carmel Valley Road Five-Year Traffic Monitoring - 2020
Monterey County, California

Dear Mr. Sanchez:

1.0 INTRODUCTION

This report presents the results of traffic counts and analyses for the Carmel Valley Road Five-Year Traffic Monitoring program in Monterey County, California. The five-year monitoring was last performed in 2015. It should be noted that stay-at-home orders related to the COVID-19 pandemic were in place during the 2020 monitoring; therefore, the results may not reflect those of a typical year.

2.0 BACKGROUND

The 2010 Monterey County General Plan dated October 26, 2010 contains Area Master Plans, including the Carmel Valley Master Plan (CVMP) under Chapter 9-B for the unincorporated Carmel Valley Area with a Supplemental Policy Amendment dated February 12, 2013 (SPA). Section "2.0 Circulation" of the SPA contains a directive to Public Works related to the care of the following 13 road segments:

Carmel Valley Road

1. East of Holman Road
2. Between Esquiline Road and Holman Road
3. Between Ford Road and Esquiline Road
4. Between Laureles Grade and Ford Road
5. Between Robinson Canyon Road and Laureles Grade
6. Between Schulte Road and Robinson Canyon Road
7. Between Rancho San Carlos Road and Schulte Road
8. Between Rio Road and Rancho San Carlos Road
9. Between Carmel Rancho Boulevard and Rio Road
10. Between SR 1 and Carmel Rancho Boulevard

Carmel Rancho Boulevard

11. Between Carmel Valley Road and Rio Road

Rio Road

12. Between Carmel Rancho Boulevard and Val Verde Drive
13. Between SR 1 and Carmel Rancho Boulevard

The general vicinity of study locations is presented in the attached Figure 1, Site Vicinity Map, following the text of this report. The specific study locations are presented in Figure 2, Study Location Map.

Policy CV-2.17(a) of the SPA requires monitoring by Public Works two times per year (in June and October) of peak-hour traffic volumes and daily traffic volumes on segments 3, 4, 5, 6, 7, and 10 of Carmel Valley Road, with at least one of the annual monitoring periods occurring when local schools are in session.

Policy CV-2.17(b) of the SPA requires that an annual evaluation report be prepared by the Public Works Department in December that shall report on traffic along the six (6) road segments identified in Policy CV-2.17(a). The report shall evaluate traffic using the percent-time-spent-following (PTSF) methodology (or such other methodology as may be appropriate for a given segment in the opinion of the Public Works Department), and the average daily traffic (ADT) methodology. ADT thresholds for each segment as presented in the SPA are presented in Table 1. The Public Works Department is required to annually establish appropriate PTSF or other methodology thresholds for each of the six (6) segments listed above.

Table 1
ADT Thresholds

Segment No.	Road	Segment	ADT Threshold
1	Carmel Valley Road	East of Holman Road	8,487
2	Carmel Valley Road	Between Esquiline Road and Holman Road	6,835
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**9,065**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	**11,600**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**12,752**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**15,499**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**16,340**
8	Carmel Valley Road	Between Rio Road and Rancho San Carlos Road	48,487
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Rio Road	51,401
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**27,839**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	33,495
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	6,416
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	33,928

Reference: CVMP *Supplemental Policy Amendment dated February 12, 2013*
Bold type indicates road segments currently included in the annual monitoring report.

Policy CV-2.17(c) of the SPA requires that a public hearing before the Board of Supervisors be held in January immediately following the December report if the ADT on a segment is within 100 trips of the threshold, or where the PTSF (or other methodology) for a segment exceeds or is within one percent (1%) of the value that would cause a decrease in the LOS.

Policy CV-2.17(d) of the SPA requires that, at five-year intervals, the County shall monitor all segments listed in Policy CV-2.17(a) and the annual report described in Policy CV-2.17(b) shall include a report on all segments. Any segment not previously part of the annual

report that is found to have an ADT within twenty percent (20%) of the ADT threshold shall thereafter be included in the annual monitoring and reporting.

Policy CV-2.17(e) of the SPA makes reference to Level of Service (LOS). The Transportation Research Board *Highway Capacity Manual*, 2010, (HCM2010) defines LOS as, "A quantitative stratification of a performance measure or measures that represent quality of service, measured on an A-F scale, with LOS A representing the best operating conditions from the traveler's perspective and LOS F the worst." Automobile mode LOS characteristics for both unsignalized and signalized intersections are presented in Tables 2 and 3.

Table 2
Level of Service Characteristics for Unsignalized Intersections

Level of Service	Average Vehicle Delay (seconds)
A	0-10
B	>10-15
C	>15-25
D	>25-35
E	>35-50
F	>50

Reference: *Highway Capacity Manual*, Transportation Research Board, 2010

Table 3
Level of Service Characteristics for Signalized Intersections

Level of Service	Description	Average Vehicle Delay (seconds)
A	Volume-to-capacity ratio is low. Progression is exceptionally favorable or the cycle length is very short.	≤10
B	Volume-to-capacity ratio is low. Progression is highly favorable or the cycle length is very short.	>10-20
C	Volume-to-capacity ratio is no greater than 1.0. Progression is favorable or cycle length is moderate.	>20-35
D	Volume-to-capacity ratio is high but no greater than 1.0. Progression is ineffective or cycle length is long. Many vehicles stop and individual cycle failures are noticeable.	>35-55
E	Volume-to-capacity ratio is high but no greater than 1.0. Progression is unfavorable and cycle length is long. Individual cycle failures are frequent.	>55-80
F	Volume-to-capacity ratio is greater than 1.0. Progression is very poor and cycle length is long. Most cycles fail to clear the queue.	>80

Reference: *Highway Capacity Manual*, Transportation Research Board, 2010

Automobile LOS characteristics for roadways are described in Table 4. Table 4 also presents the PTSF range corresponding to each LOS for Class II two-lane highways.

Table 4
Level of Service Characteristics for Road Segments

Level of Service	Description	PTSF - Class II Highways
A	High operating speeds with a small amount of platooning.	≤40
B	Speed reductions are present and platooning is noticeable.	>40-55
C	Most vehicles traveling in platoons with speeds noticeably curtailed.	>55-70
D	Platooning increases significantly.	>70-85
E	Demand approaching capacity. Speeds seriously curtailed.	>85
F	Demand exceeds capacity and heavy congestion exists.	Not defined

Reference: *Highway Capacity Manual*, Transportation Research Board, 2010

Policy CV-2.17(e) requires that, at five-year intervals, the County shall examine the degree to which estimated changes in LOS in the Carmel Valley Master Plan Area may be occurring earlier than predicted in the General Plan Environmental Impact Report (EIR). If the examination indicates that LOS are likely to fall to a lower letter grade than predicted for 2030, then the County shall consider adjustments to the cap on new residential units established in Policy CV-1.6, adjustments to the cap on new visitor-serving units established in Policy CV-1.15, or other measures that may reduce the impacts.

Policy CV-2.17(f) of the SPA specifies the traffic standards (LOS as measured by peak-hour conditions) for the CVMP Area shall be as follows:

1) Signalized intersections: LOS of C is the acceptable condition.
2) Unsignalized intersections: LOS of F or meeting of any traffic signal warrant are defined as unacceptable conditions.
3) Carmel Valley Road segment operations:
    a. LOS of C and ADT below the threshold specified in Policy CV-2.17(a) for Segments 1, 2, 8, 9, 10, 11, 12 and 13 is an acceptable condition;
    b. LOS of D and ADT below the threshold specified in Policy CV-2.17(a) for Segments 3, 4, 5, 6, and 7 is an acceptable condition.

3.0 TRAFFIC COUNTS

Stay-at-home orders were in place as a result of the COVID-19 pandemic; however, counts were performed as required by the SPA. Carmel Unified School District was not in session during the June counts, and the district was utilizing distance learning (students not attending campuses in person) when the October counts were performed. All Saint's Day School, with an enrollment of approximately 165 students, was not in attendance during the June counts

but was holding in-person classes during the October counts. Most special events in Carmel Valley and Laguna Seca were cancelled in 2020. No large special events were held while the counts were being performed.

To estimate the ADT, 24-hour road segment volumes were determined by installing video cameras on the 13 study road segments and manually counting vehicles during observation of the video. The results are presented in Table 5 and the data sheets are presented in Appendix A.

Table 5
2020 ADT

Segment No.	Road	Segment	2020 ADT	
			June	October
1	Carmel Valley Road	East of Holman Road	3,084	2,791
2	Carmel Valley Road	Between Esquiline Road and Holman Road	3,211	2,926
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**8,058**	**7,913**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	**9,196**	**9,064**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**9,732**	**9,551**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**13,072**	**13,279**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**13,513**	**13,649**
8	Carmel Valley Road	Between Rio Road and Rancho San Carlos Road	18,013	18,205
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Rio Road	18,173	18,326
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**18,698**	**18,962**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	12,122	12,522
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	902	875
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	6,965	6,980

Bold type indicates road segments currently included in the annual monitoring report.

Traffic counts were performed at the following study locations on Thursday, June 18, 2020 and on Thursday, October 8, 2020, except as noted:

1. State Route (SR) 1 / Carmel Valley Road (signalized)
2. Carmel Rancho Boulevard / Carmel Valley Road (signalized)
3. Rio Vista Drive / Carmel Valley Road (one-way stop)
4. Carmel Middle School / Carmel Valley Road (signalized)
5. Rio Road / Carmel Valley Road (one-way stop)
6. Via Mallorca / Carmel Valley Road (signalized, counted on June 30, 2020)
7. Rancho San Carlos Road / Carmel Valley Road (signalized)
8. Schulte Road / Carmel Valley Road (one-way stop)
9. Robinson Canyon Road / Carmel Valley Road (left-turns yield)
10. Robinson Canyon Road / Carmel Valley Road off ramp (one-way stop)
11. Laureles Grade / Carmel Valley Road (one-way stop)
12. Ford Road / Carmel Valley Road (one-way stop)
13. Esquiline Road / Carmel Valley Road (one-way stop)
14. Holman Road / Carmel Valley Road (one-way stop)
15. SR 1 / Rio Road (signalized)
16. Crossroads Boulevard / Rio Road (signalized)
17. Carmel Rancho Boulevard / Rio Road (two-way stop)

Existing peak-hour traffic volumes at the study intersections (including automobiles, heavy vehicles, pedestrians, and bicycles) were determined by performing manual turning-movement counts of video recordings between 7:00 and 9:00 a.m. and between 4:00 and 6:00 p.m. The existing peak-hour vehicle turning movement volumes are presented in Figure 3, Existing Peak-Hour Traffic Volumes – June 2020 and Figure 4, Existing Peak-Hour Traffic Volumes – October 2020. The data sheets are presented in Appendix A.

4.0 LANE CONFIGURATIONS AND INTERSECTION CONTROL

The lane configurations and intersection control at the study intersections as of the June traffic counts are presented in Figure 5, Existing Lane Configurations and Intersection Control. For purposes of these analyses, Carmel Valley Road is considered to run in the east-west direction at all locations.

5.0 OPERATIONAL ANALYSES

5.1 – Road Segment Levels of Service and Time Spent Following

The LOS and PTSF on the study road segments were determined using McTrans HCS7 Two Lane software, which is based on the Highway Capacity Manual procedures for calculating road segment LOS. The road segment analysis sheets are presented in Appendix B.

According to the HCM, Class I two-lane highways are highways where motorists expect to travel at high speeds and that are typically major inter-city routes, primary connectors of major traffic generators, daily commuter routes, or major links in state or national highway networks.

Class II two-lane highways are highways where motorists do not necessarily expect to travel at high speeds. These highways typically function as access routes to Class I highways,

scenic or recreational routes (not primary arterials), or passing through rugged terrain where high-speed operation would be impossible. Class II facilities most often serve relatively short trips, the beginning or ending portions of longer trips, or trips for which sightseeing plays a significant role.

Class III two-lane highways are highways serving moderately-developed areas and may be portions of Class I or Class II highways that pass through small towns or developed recreation areas. On such segments, local traffic often mixes with through traffic and the density of unsignalized roadside access points is noticeable higher than in a purely rural area. Class III highways may also be longer segments passing through more spread-out recreational areas, also with increased roadside densities. Such segments are often accompanied by reduced speed limits that reflect the higher activity level.

For purposes of these analyses, the two-lane study road segments were assumed to be Class II two-lane highways with relatively level terrain. It should be noted that PTSF criteria do not apply to Class III highways in terms of defining LOS, and PTSF criteria are not utilized for multi-lane highways.

Tables 6 and 7 present the results of the road segment analyses. The calculations are directional and consider the volume of opposing traffic. The governing LOS is presented for each scenario.

5.2 – Intersection Levels of Service and Traffic Signal Warrants

The levels of service at the study intersections were determined using the computer program Synchro 11, which is based on HCM procedures for calculating levels of service.

The California State Transportation Agency and California Department of Transportation *California Manual on Uniform Traffic Control Devices, 2014 Edition (Revision 5 effective March 27, 2020)* (CMUTCD) presents various criteria (warrants) for determining the need for traffic signals. The CMUTCD states that an engineering study of traffic conditions, pedestrian characteristics, and physical characteristics of the location shall be performed to determine whether installation of a traffic control signal is justified at a particular location. For purposes of this study, Warrant 3, Peak Hour, was analyzed at the unsignalized intersections (with the exception of the intersection of Laureles Grade and Carmel Valley Road, which is currently in design to be converted to a roundabout).

Tables 8 and 9 present the results of the intersection operational analyses. Levels of service worse than the target LOS, and the corresponding delays, are indicated in bold type and are underlined. The results of the peak-hour traffic signal warrants analyses at the unsignalized study intersections are also presented. The intersection analysis sheets, including the peak-hour traffic signal warrants output, are presented in Appendix C.

Table 6
Road Segment PTSF and LOS Summary – June 2020

Segment No.	Road	Segment	A.M. Peak Hour		P.M. Peak Hour	
			PTSF	LOS	PTSF	LOS
1	Carmel Valley Road	East of Holman Road	52.2	B	54.1	B
2	Carmel Valley Road	Between Esquiline Road and Holman Road	49.3	B	55.0	B
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**67.3**	**C**	**69.9**	**C**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	**74.2**	**D**	**75.7**	**D**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**71.9**	**D**	**83.6**	**D**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**75.7**	**D**	**81.3**	**D**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**77.8**	**D**	**82.1**	**D**
8	Carmel Valley Road	Between Rio Road and Rancho San Carlos Road (two-lane portion)	76.5	D	82.4	D
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Rio Road	N/A	A	N/A	A
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**N/A**	**A**	**N/A**	**A**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	**N/A**	**A**	**N/A**	**A**
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	37.6	A	35.9	A
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	**N/A**	**A**	**N/A**	**A**

Bold type indicates road segments currently included in the annual monitoring report.
N/A: Not applicable. PTSF methodology is not applicable to multi-lane roadways.

Table 7
Road Segment PTSF and LOS Summary – October 2020

Segment No.	Road	Segment	A.M. Peak Hour		P.M. Peak Hour	
			PTSF	LOS	PTSF	LOS
1	Carmel Valley Road	East of Holman Road	54.4	B	55.9	C
2	Carmel Valley Road	Between Esquiline Road and Holman Road	54.4	B	56.9	C
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**69.0**	**C**	**66.9**	**C**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	**72.2**	**D**	**75.0**	**D**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**76.8**	**D**	**81.3**	**D**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**76.5**	**D**	**81.5**	**D**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**77.9**	**D**	**82.6**	**D**
8	Carmel Valley Road	Between Rio Road and Rancho San Carlos Road (two-lane portion)	78.9	D	84.3	D
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Rio Road	N/A	A	N/A	A
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**N/A**	**A**	**N/A**	**A**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	**N/A**	A	**N/A**	A
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	33.3	A	35.4	A
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	**N/A**	A	**N/A**	A

Bold type indicates road segments currently included in the annual monitoring report.
N/A: Not applicable. PTSF methodology is not applicable to multi-lane roadways.

Table 8
Intersection LOS and Peak-Hour Warrant Summary – June 2020

Intersection	Control	A.M. Peak Hour			P.M. Peak Hour		
		Delay (sec)	LOS	Warrant	Delay (sec)	LOS	Warrant
SR 1 / Carmel Valley	Signals	4.7	A		6.8	A	
Carmel Rancho Blvd / Carmel Valley	Signals	15.4	B		20.5	C	
Rio Vista Drive / Carmel Valley	One-way stop	16.6	C	Not met	19.5	C	Not met
Carmel Middle School / Carmel Valley	Signals	7.5	A		7.0	A	
Rio / Carmel Valley	One-way stop	19.0	C	Not met	29.4	D	Not met
Via Mallorca / Carmel Valley	Signals	2.1	A		2.2	A	
Rancho San Carlos / Carmel Valley	Signals	2.7	A		2.7	A	
Schulte / Carmel Valley	One-way stop	17.6	C	Not met	25.6	D	Not met
Robinson Canyon / Carmel Valley	Yield	9.8	A	Not met	12.9	B	Not met
Robinson Canyon / Carmel Valley off ramp	One-way stop	8.7	A	Not met	8.8	A	Not met
Laureles Grade / Carmel Valley	One-way stop*	20.9	C		**52.2**	**F**	
Ford / Carmel Valley	One-way stop	11.1	B	Not met	11.4	B	Not met
Esquiline / Carmel Valley	One-way stop	11.1	B	Not met	11.8	B	Not met
Holman / Carmel Valley	One-way stop	9.9	A	Not met	9.7	A	Not met
SR 1 / Rio Road	Signals	17.1	B		21.3	C	
Crossroads Blvd / Rio Road	Signals	5.2	A		5.4	A	
Carmel Rancho Blvd / Rio Road	Two-way stop	12.5	B	Not met	16.2	C	Not met

* Peak-hour warrants not analyzed - roundabout planned.

Table 9
Intersection LOS and Peak-Hour Warrant Summary – October 2020

Intersection	Control	A.M. Peak Hour			P.M. Peak Hour		
		Delay (sec)	LOS	Warrant	Delay (sec)	LOS	Warrant
SR 1 / Carmel Valley	Signals	4.8	A		7.0	A	
Carmel Rancho Blvd / Carmel Valley	Signals	16.2	B		19.7	B	
Rio Vista Drive / Carmel Valley	One-way stop	18.0	C	Not met	21.5	C	Not met
Carmel Middle School / Carmel Valley	Signals	7.4	A		11.7	B	
Rio / Carmel Valley	One-way stop	23.1	C	Not met	29.4	D	Not met
Via Mallorca / Carmel Valley	Signals	6.7	A		6.7	A	
Rancho San Carlos / Carmel Valley	Signals	7.4	A		7.8	A	
Schulte / Carmel Valley	One-way stop	20.4	C	Not met	29.0	D	Not met
Robinson Canyon / Carmel Valley	Yield	10.1	A	Not met	13.0	B	Not met
Robinson Canyon / Carmel Valley off ramp	One-way stop	8.9	A	Not met	8.9	A	Not met
Laureles Grade / Carmel Valley	One-way stop*	19.8	C		**51.0**	**F**	
Ford / Carmel Valley	One-way stop	11.2	B	Not met	11.7	B	Not met
Esquiline / Carmel Valley	One-way stop	11.8	B	Not met	11.9	B	Not met
Holman / Carmel Valley	One-way stop	9.6	A	Not met	9.5	A	Not met
SR 1 / Rio Road	Signals	16.5	B		21.8	C	
Crossroads Blvd / Rio Road	Signals	9.9	A		11.2	B	
Carmel Rancho Blvd / Rio Road	Two-way stop	11.5	B	Not met	11.9	B	Not met

* Peak-hour warrants not analyzed - roundabout planned.

6.0 EVALUATION AND DISCUSSION

Policy CV-2.17(a) was addressed by performing traffic counts in June and October 2020, with the analyses presented in the following sections of this report.

Policies CV-2.17(b), CV-2.17(c), and CV-2.17(d) have been addressed by performing road segment operational analyses to determine the PTSF and by comparing both ADT and PTSF to threshold values. Table 10 presents a comparison of the 2020 ADT values with the threshold values. Table 11 presents a comparison of the 2020 PTSF values with the threshold values.

With respect to Policy CV-2.17(c), no road segments previously subject to annual monitoring are within 100 trips of the threshold, and the PTSF for those road segments is not within the 1% threshold. Therefore, a public hearing is not triggered with respect to Policy CV-2.17(c).

With respect to Policy CV-2.17(d), none of the five-year monitoring segments is within the 20% threshold. Therefore, no new road segments are required to be added to the annual monitoring program.

Policy CV-2.17(e) requires a judgment as to whether changes in the LOS may be occurring earlier than previously predicted. Table 12 presents a comparison of the General Plan EIR baseline and cumulative conditions with available LOS and ADT data presented in the 2008 and 2015 volume reports, as well as the new 2020 counts and analyses. The data presented in Table 12 is presented in graphical form for each road segment in Figures 6 through 18. The results provide no evidence that LOS changes are occurring earlier than predicted in the General Plan EIR.

With respect to Policy CV-2.17(f), all of the study intersections and all but one of the study road segments are operating at, or better than, the specified LOS. Peak-hour traffic signal warrants are not met at the unsignalized study intersections. A majority of Segment 8 (Carmel Valley Road between Rio Road and Ranch San Carlos Road) is a four-lane highway; however, the easternmost portion of the segment is approximately 2,000 feet long and is a two-lane highway. The two-lane portion of Segment 8 operates at LOS D with a worst-case PTSF of 84.3, which is worse than the LOS threshold C for the segment established in Policy CV-2.17(f).

It should be noted that LOS F was calculated for the intersection of Laureles Grade and Carmel Valley Road, and the County has initiated design and construction of a roundabout at that intersection.

Table 10
ADT Comparisons

Segment No.	Road	Segment	ADT Threshold	June 2020			October 2020		
				ADT	Percent of Threshold	Differ-ence	ADT	Percent of Threshold	Differ-ence
1	Carmel Valley Road	East of Holman Road	8,487	3,084	36%	5,403	2,791	33%	5,696
2	Carmel Valley Road	Between Esquiline Road and Holman Road	6,835	3,211	47%	3,624	2,926	43%	3,909
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**9,065**	**8,058**	**89%**	**1,007**	**7,913**	**87%**	**1,152**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	**11,600**	**9,196**	**79%**	**2,404**	**9,064**	**78%**	**2,536**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**12,752**	**9,732**	**76%**	**3,020**	**9,551**	**75%**	**3,201**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**15,499**	**13,072**	**84%**	**2,427**	**13,279**	**86%**	**2,220**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**16,340**	**13,513**	**83%**	**2,827**	**13,649**	**84%**	**2,691**
8	Carmel Valley Road	Between Rio Road and Rancho San Carlos Road	48,487	18,013	37%	30,474	18,205	38%	30,282
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Rio Road	51,401	18,173	35%	33,228	18,326	36%	33,075
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**27,839**	**18,698**	**67%**	**9,141**	**18,962**	**68%**	**8,877**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	33,495	12,122	36%	21,373	12,522	37%	20,973
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	6,416	902	14%	5,514	875	14%	5,541
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	33,928	6,965	21%	26,963	6,980	21%	26,948

Bold type indicates road segments currently included in the annual monitoring report.

Table 11
PTSF Comparisons

Segment No.	Road	Segment	LOS Required	PTSF Threshold	June 2020		October 2020	
					Worst-Case PTSF	Difference	Worst-Case PTSF	Difference
1	Carmel Valley Road	East of Holman Road	C	70	54.1	15.9	55.9	14.1
2	Carmel Valley Road	Between Esquiline Road and Holman Road	C	70	55.0	15.0	56.9	13.1
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**D**	85	**69.9**	**15.1**	**69.0**	**16.0**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	**D**	85	**75.7**	**10.3**	**75.0**	**10.0**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**D**	85	**83.6**	**1.4**	**81.3**	**3.7**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**D**	85	**81.3**	**3.7**	**81.5**	**3.5**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**D**	85	**82.1**	**2.9**	**82.6**	**2.4**
8	Carmel Valley Road	Between Rio Road and Rancho San Carlos Road (two-lane portion)	C	70	82.4	-12.4	84.3	-14.3
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Rio Road	C	N/A	N/A	N/A	N/A	N/A
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**C**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	C	N/A	N/A	N/A	N/A	N/A
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	C	70	35.9	34.1	35.4	34.6
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	C	N/A	N/A	N/A	N/A	N/A

Bold type indicates road segments currently included in the annual monitoring report.
N/A: Not applicable. PTSF methodology is not applicable to multi-lane roadways.

Table 12
Volume and LOS Comparison

No.	Road	Segment	2008		2015+		2020				General Plan (Cumulative)	
					June	October	June		October			
			ADT*	LOS*	ADT	ADT	ADT	LOS	ADT	LOS	ADT	LOS
1	Carmel Valley Road	East of Holman Road	3,235	A	3,128	3,048	3,084	B	2,791	C	10,400	D
2	Carmel Valley Road	Between Esquiline Road and Holman Road	3,673	A	3,536	3,436	3,211	B	2,926	C	6,100	D
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**10,816**	**B/C**	**8,216**	**8,206**	**8,058**	**C**	**7,913**	**C**	**13,200**	**F**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	**-**	**C**	**10,740**	**11,061**	**9,196**	**D**	**9,064**	**D**	**22,600**	**F**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**11,521**	**C/D**	**11,015**	**11,364**	**9,732**	**D**	**9,551**	**D**	**27,400**	**F**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**14,163**	**D**	**14,255**	**14,400**	**13,072**	**D**	**13,279**	**D**	**33,200**	**F**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**15,984**	**D**	**14,642**	**16,067**	**13,513**	**D**	**13,649**	**D**	**36,600**	**F**
8	Carmel Valley Road	Between Rio Road and Rancho San Carlos Road	19,655	A	19,076	19,117	18,013	D**	18,205	D**	35,800	F
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Rio Road	24,655	A/B	23,941	24,767	18,173	A	18,326	A	41,800	F
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**23,160**	**A/B**	**22,413**	**22,510**	**18,698**	**A**	**18,962**	**A**	**40,200**	**F**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	11,015	-	10,076	9,728	12,122	**A**	12,522	A	18,600	D
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	-	-	658	702	902	A	875	A	-	-
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	12,270	-	11,528	11,437	6,965	**A**	6,980	A	18,100	D

Bold type indicates road segments currently included in the annual monitoring report. + 2015 LOS not available
* 2008 ADT from 2008 CVMP Volume Report; 2008 ADT from General Plan EIR baseline.
** 2020 LOS is for the two-lane portion of Segment 8. The four-lane portion is operating at LOS A.

7.0 CONCLUSIONS

This study was performed to fulfill the requirements of the Monterey County General Plan and CVMP Policy CV-2.17 for both annual traffic monitoring and five-year traffic monitoring. Generally-accepted traffic engineering principles and methods were applied to the traffic counts and analyses performed for this study to arrive at the following conclusions:

- Stay-at-home orders related to the COVID-19 pandemic were in place during the 2020 monitoring; however, counts were performed as required by the applicable policies. The traffic volumes counted during 2020 may not reflect those of a typical year.
- Carmel Unified School District was not in session during the June counts, and the district was utilizing distance learning (students not attending campuses in person) when the October counts were performed.
- All Saint's Day School, with an enrollment of approximately 165 students, was not in attendance during the June counts but was holding in-person classes during the October counts.
- Most special events in Carmel Valley and Laguna Seca were cancelled in 2020. No large special events were held while the counts were being performed.
- The counts and analyses reveal that no road segments previously subject to annual monitoring are within 100 trips of the threshold, and the PTSF for those road segments is not within the 1% threshold. Therefore, a public hearing is not triggered with respect to Policy CV-2.17(c).
- None of the five-year monitoring segments is within the 20% threshold; therefore, no new road segments are required to be added to the annual monitoring program.
- In accordance with Policy CV-2.17(e), the required comparisons do not suggest that LOS changes are occurring earlier than predicted in the General Plan EIR.
- With respect to Policy CV-2.17(f), all of the study intersections and all but one of the study road segments are operating at, or better than, the specified LOS. Peak-hour traffic signal warrants are not met at the unsignalized intersections.
- A majority of Segment 8 (Carmel Valley Road between Rio Road and Ranch San Carlos Road) is a four-lane highway; however, the easternmost portion of the segment is approximately 2,000 feet long and is a two-lane highway. The two-lane portion of Segment 8 operates at LOS D with a worst-case PTSF of 84.3, which is worse than the LOS threshold C for the segment established in Policy CV-2.17(f).
- It should be noted that LOS F was calculated for the intersection of Laureles Grade and Carmel Valley Road, and the County has initiated design and construction of a roundabout at that intersection.

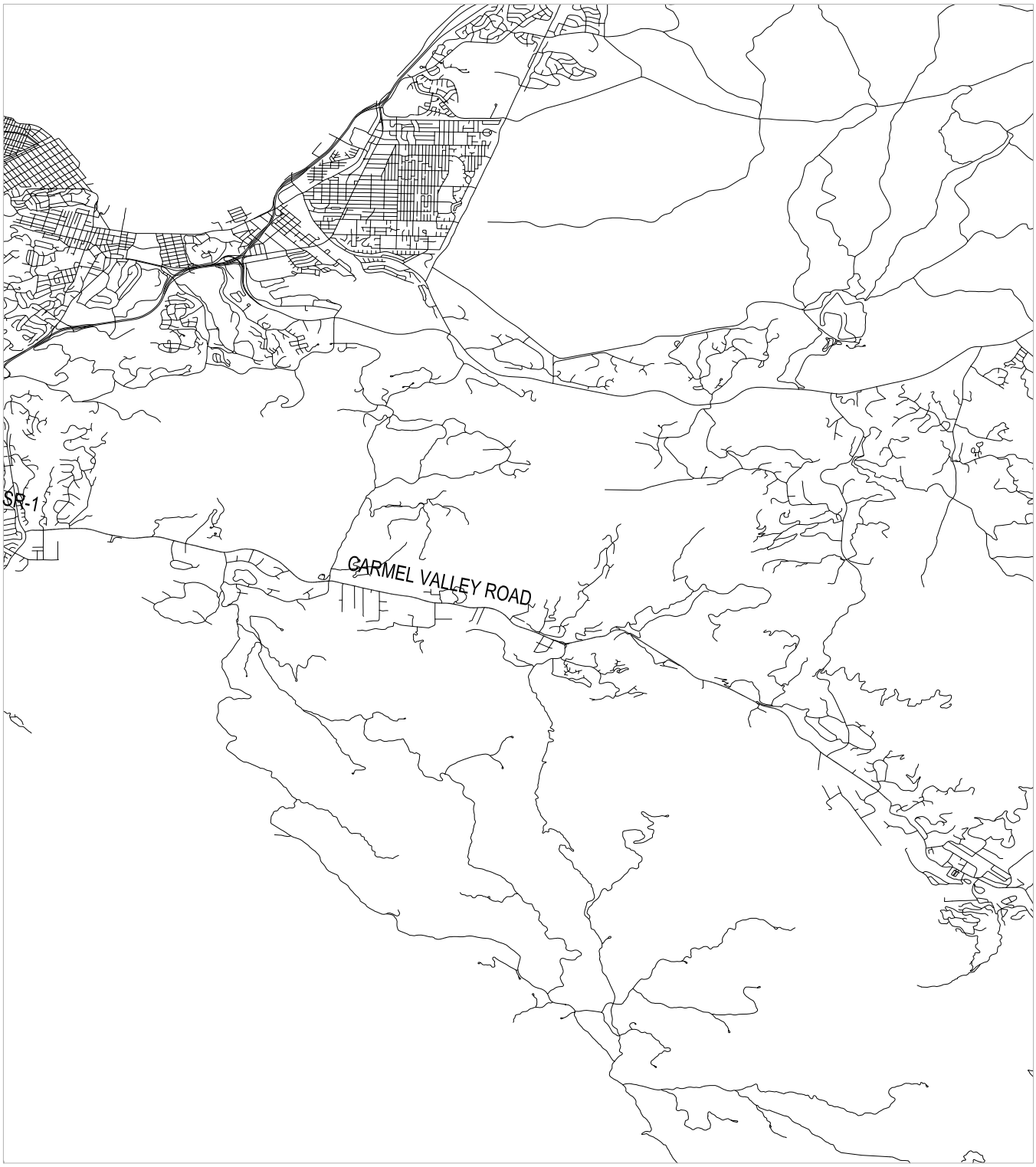
Thank you for the opportunity to perform these traffic analyses. Please feel free to contact our office if you have any questions.

PETERS ENGINEERING GROUP

John Rowland, PE, TE

Attachments: Figures 1 through 18
Appendix A - Traffic Count Data Sheets
Appendix B - Road Segment Analysis Sheets
Appendix C - Intersection Analysis Sheets

FIGURES



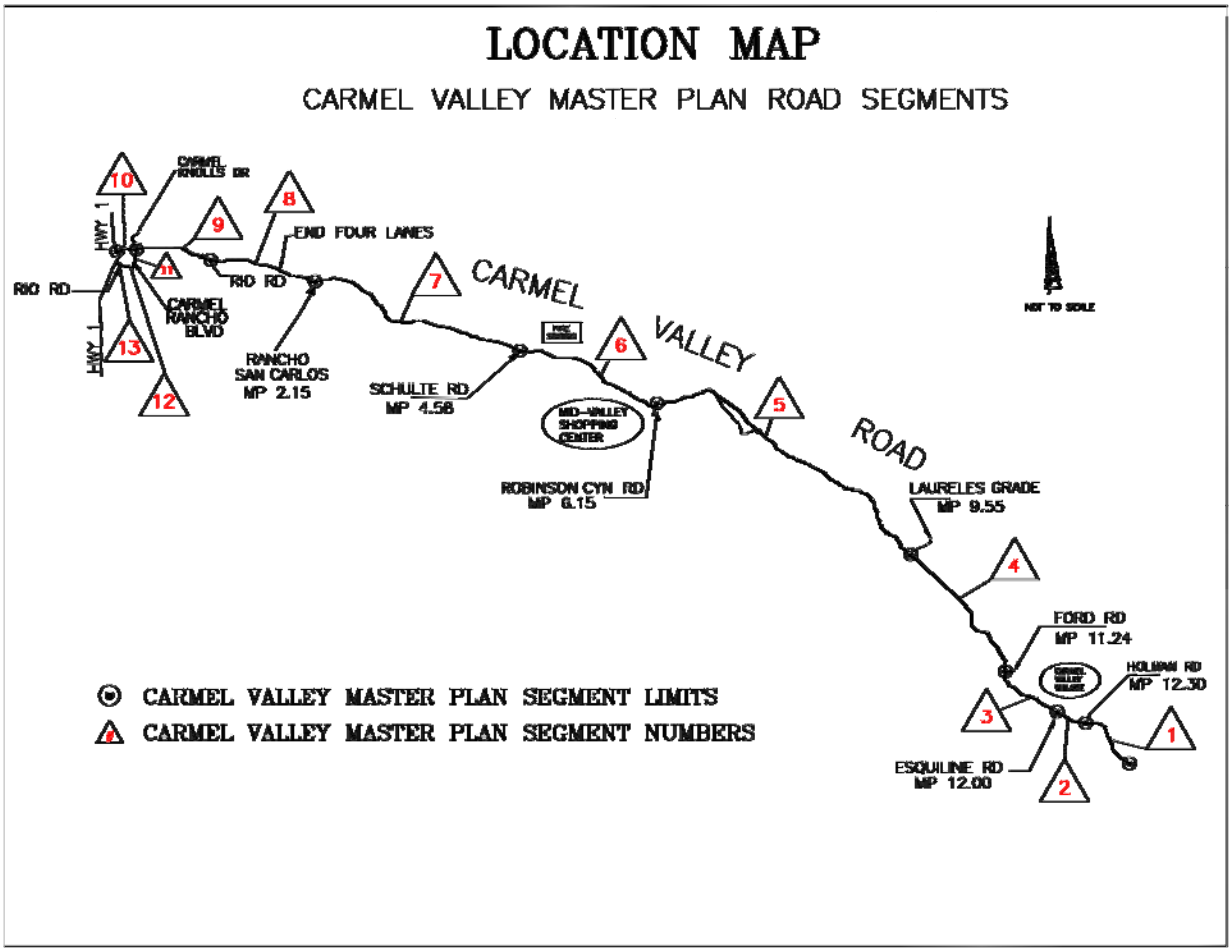
LEGEND

PROJECT AREA

SITE VICINITY MAP

Carmel Valley Road Five-Year Traffic Monitoring - 2020
Monterey County, California

Not to Scale



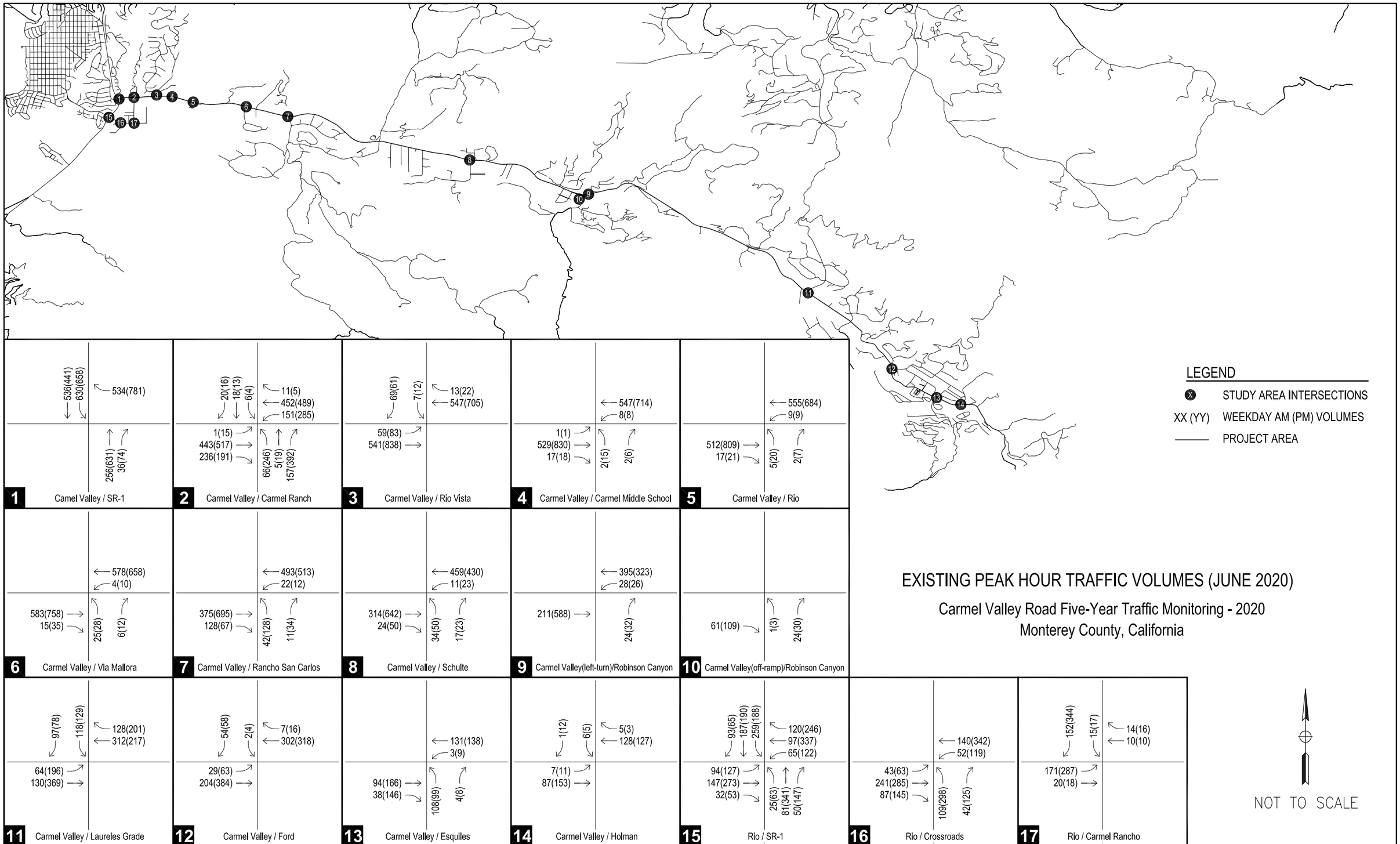
LEGEND

PROJECT AREA

STUDY LOCATION MAP

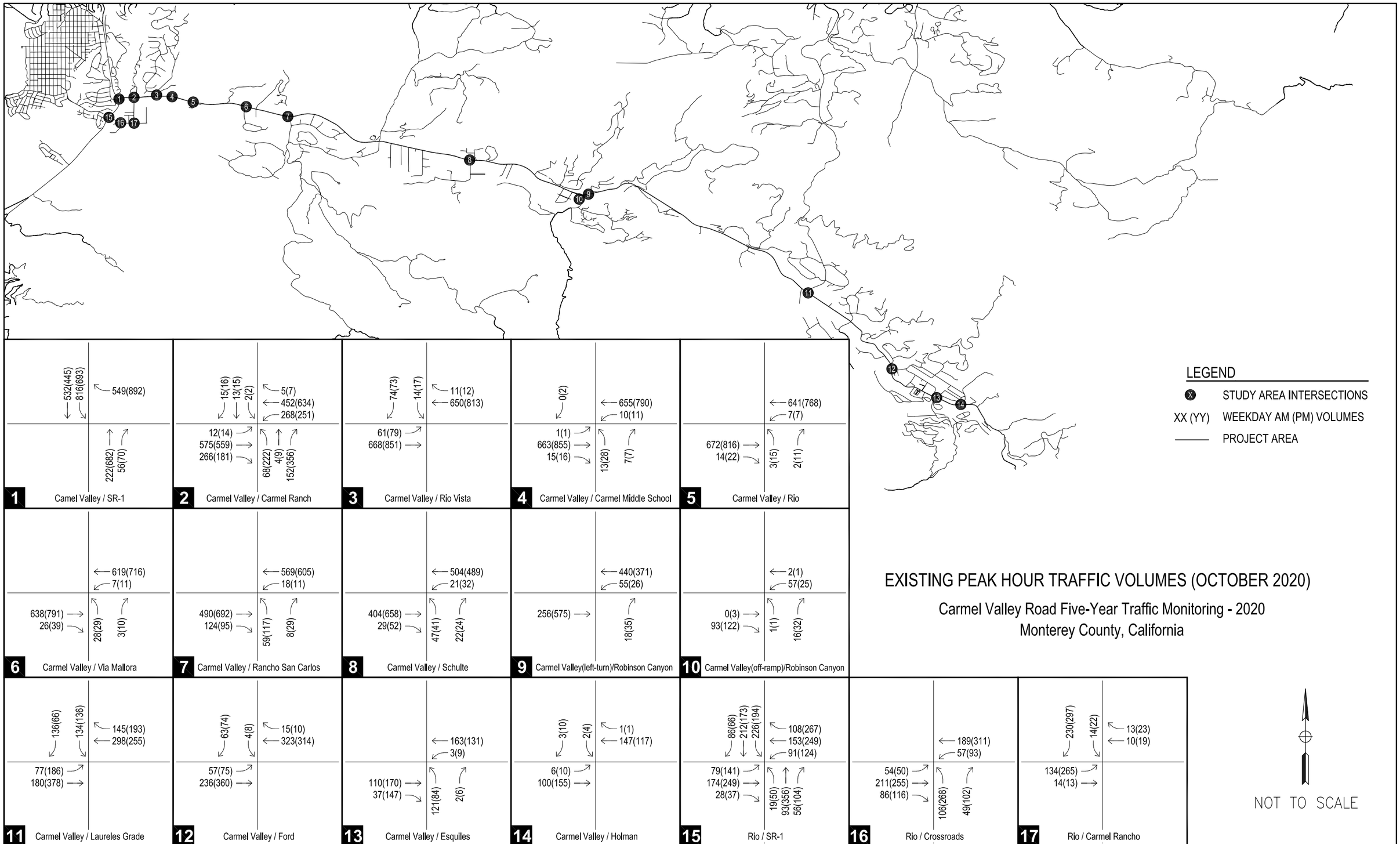
Carmel Valley Road Five-Year Traffic Monitoring - 2020
Monterey County, California

Not to Scale



EXISTING PEAK HOUR TRAFFIC VOLUMES (JUNE 2020)

Carmel Valley Road Five-Year Traffic Monitoring - 2020
Monterey County, California



EXISTING PEAK HOUR TRAFFIC VOLUMES (OCTOBER 2020)

Carmel Valley Road Five-Year Traffic Monitoring - 2020
Monterey County, California

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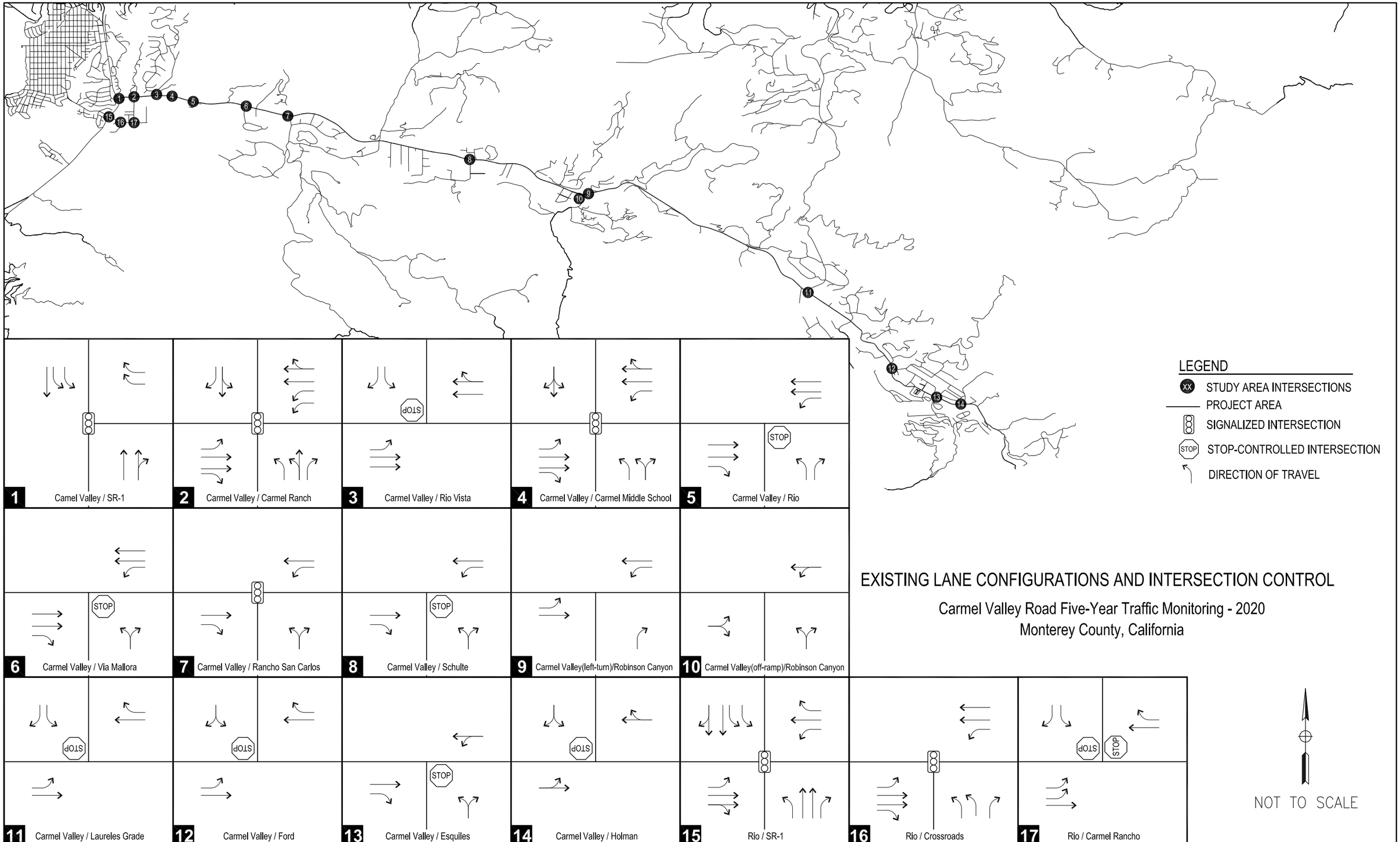
Figure 4



EXISTING LANE CONFIGURATIONS AND INTERSECTION CONTROL

Carmel Valley Road Five-Year Traffic Monitoring - 2020
Monterey County, California

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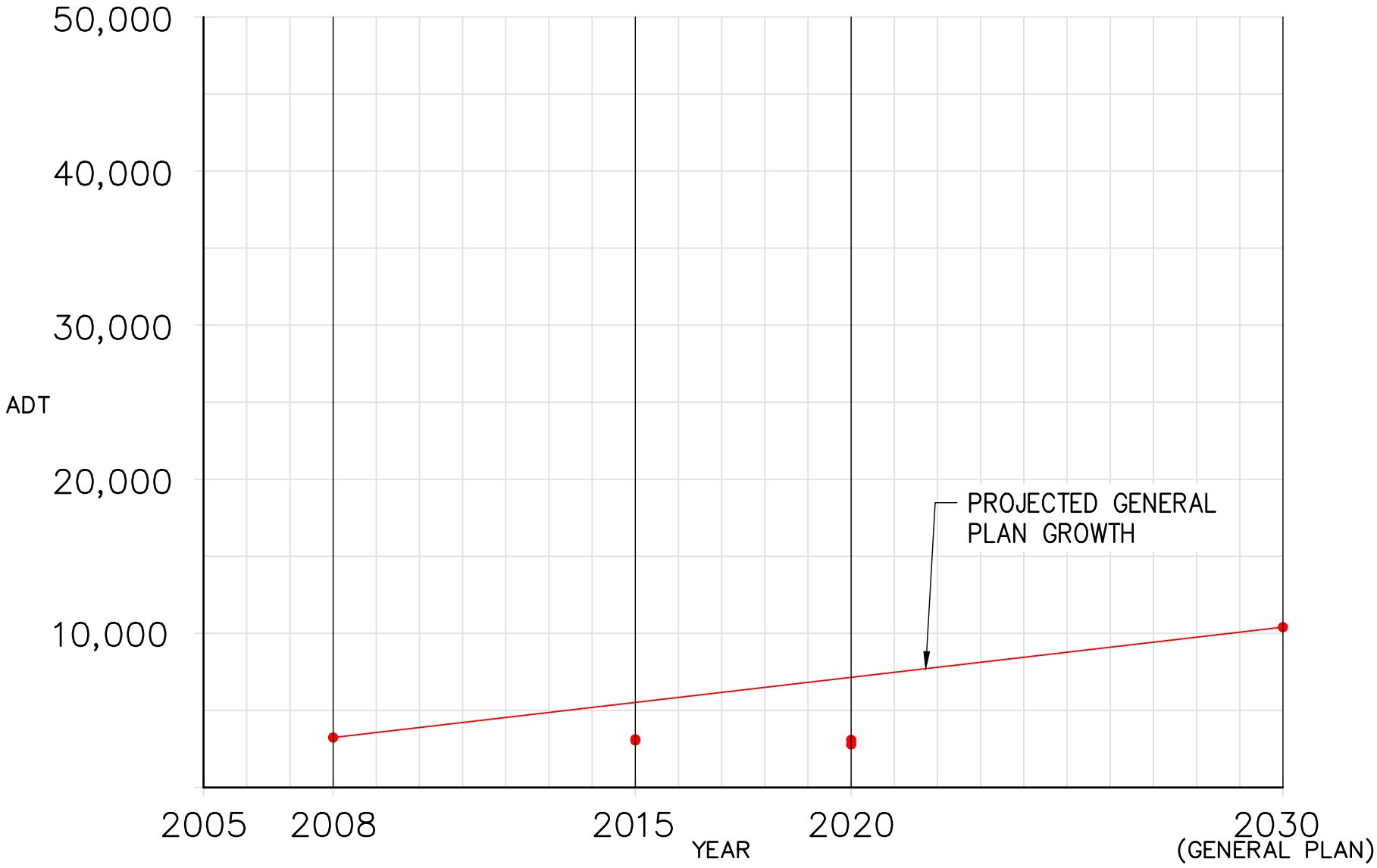
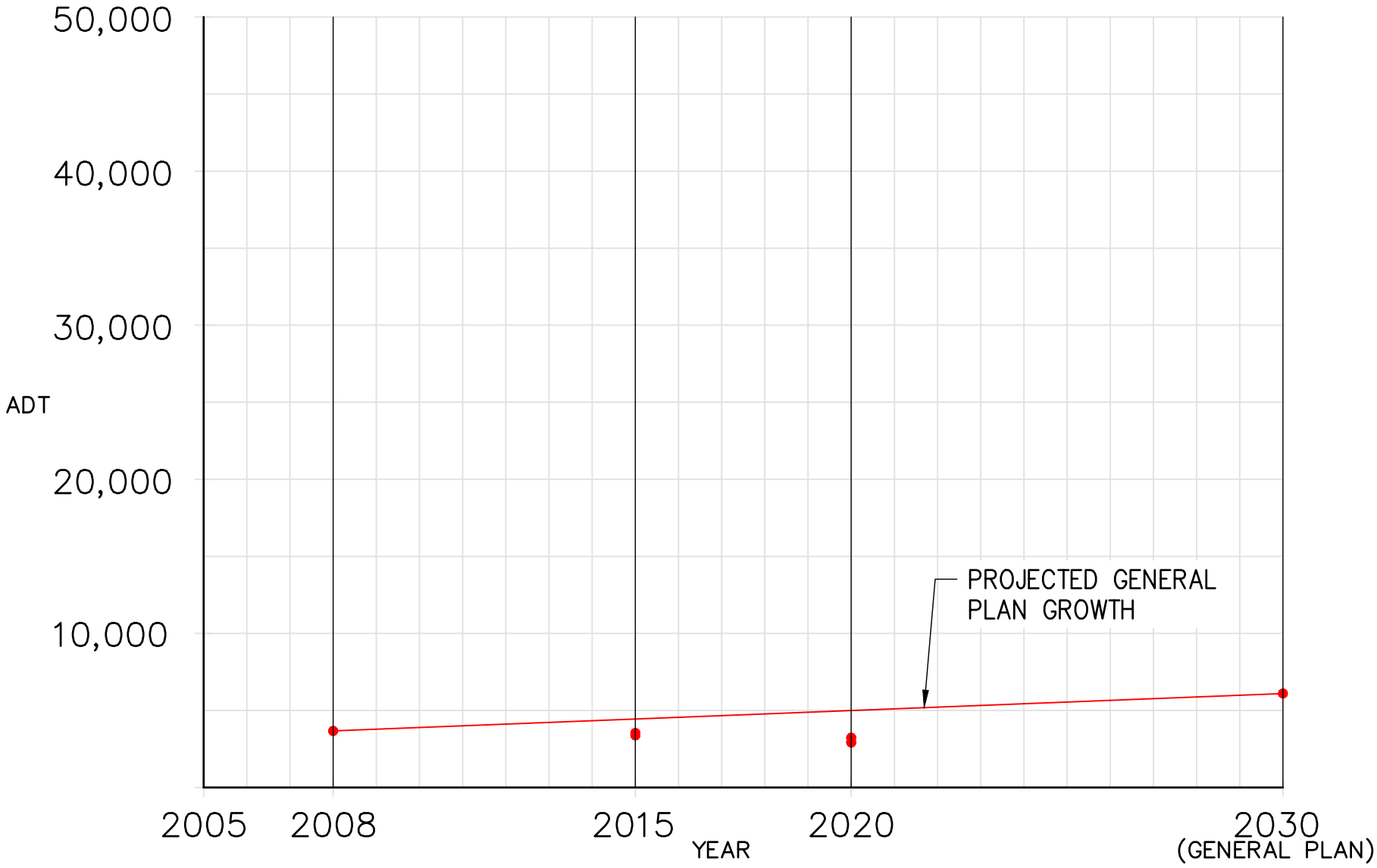
Figure 5



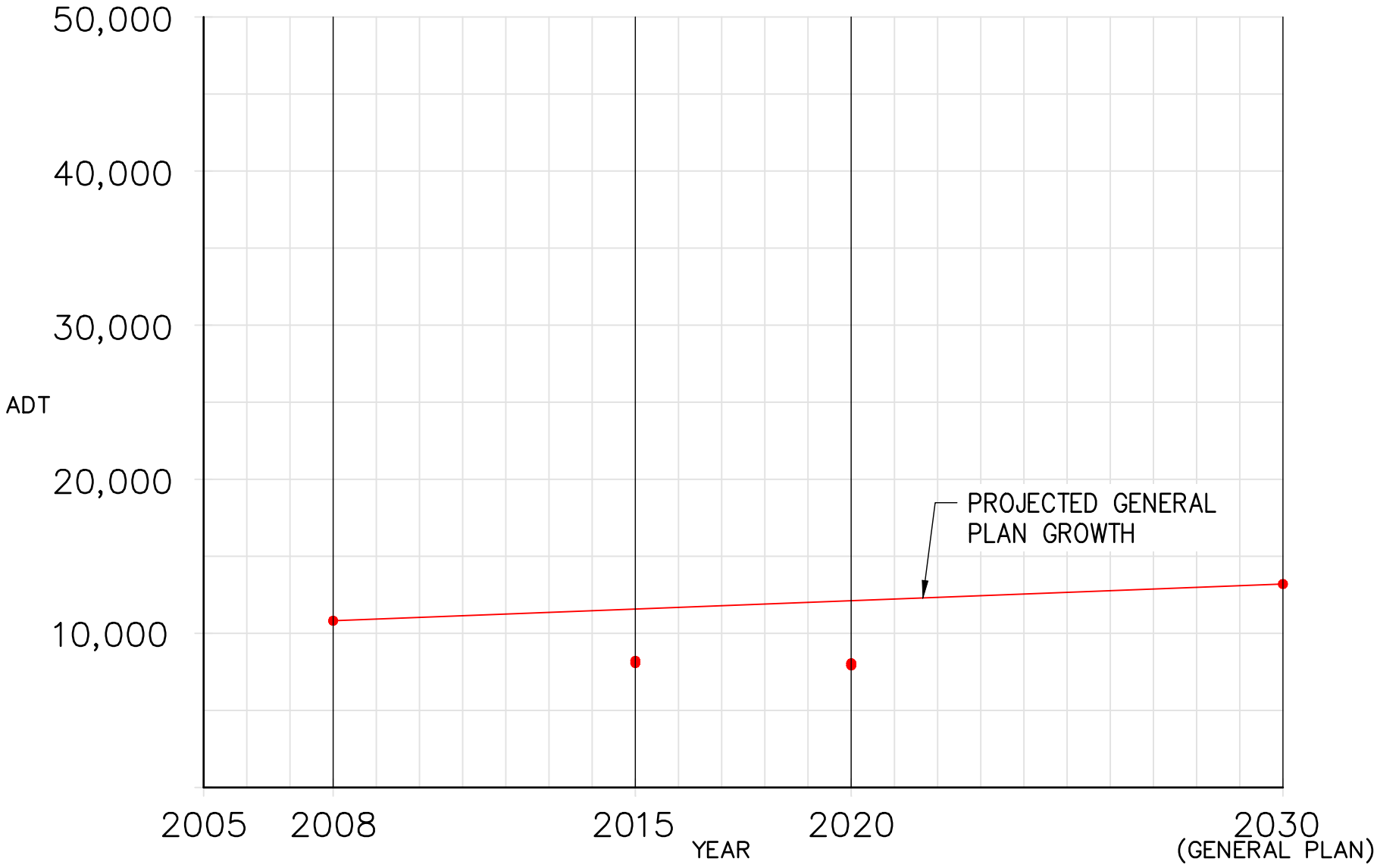
CARMEL VALLEY ROAD
SEGMENT 1 - EAST OF HOLMAN ROAD
MONTEREY COUNTY, CA



CARMEL VALLEY ROAD

SEGMENT 2 - BETWEEN ESQUILINE ROAD AND HOLMAN ROAD

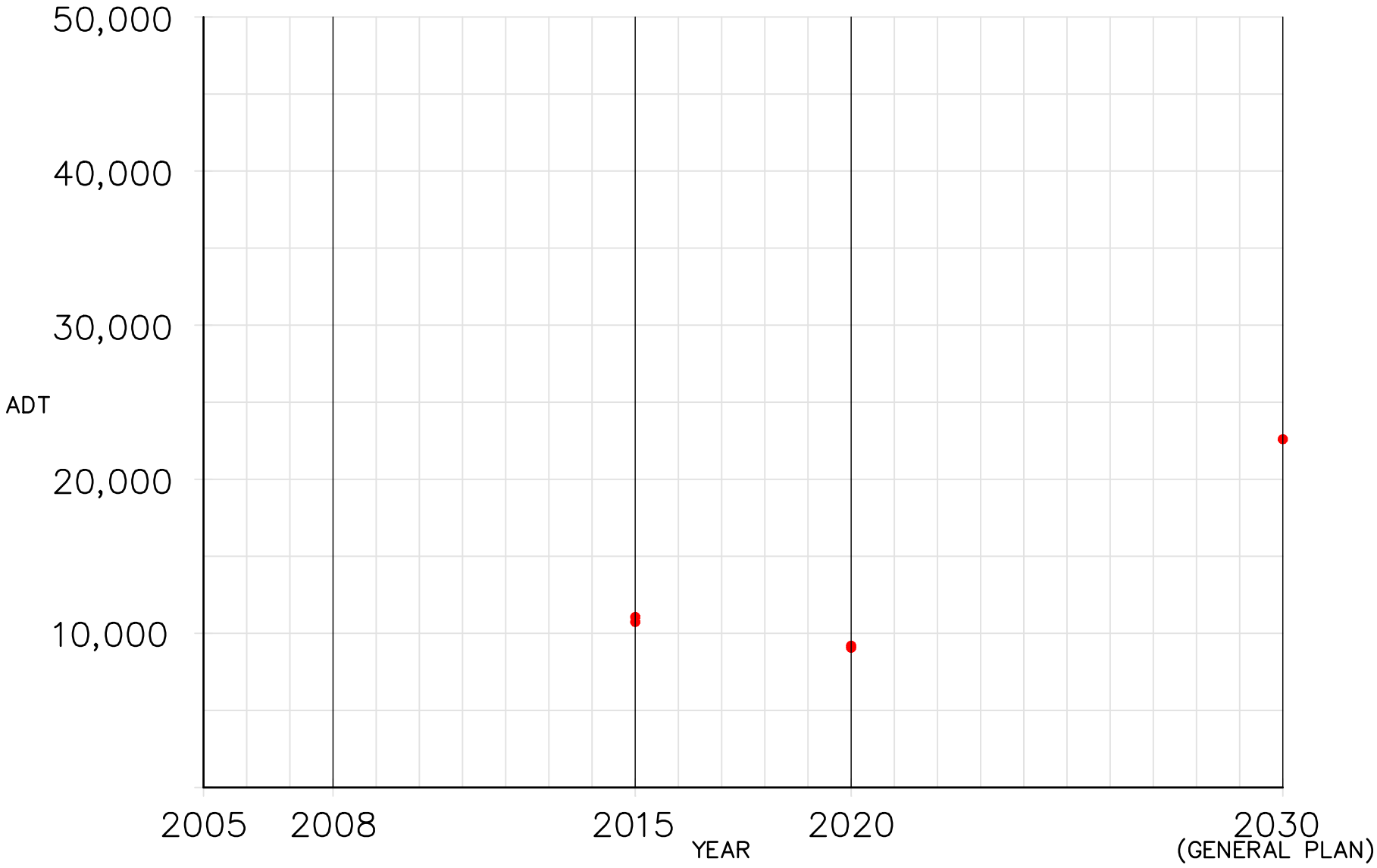
MONTEREY COUNTY, CA



CARMEL VALLEY ROAD

SEGMENT 3 - BETWEEN FORD ROAD AND ESQUILINE ROAD

MONTEREY COUNTY, CA

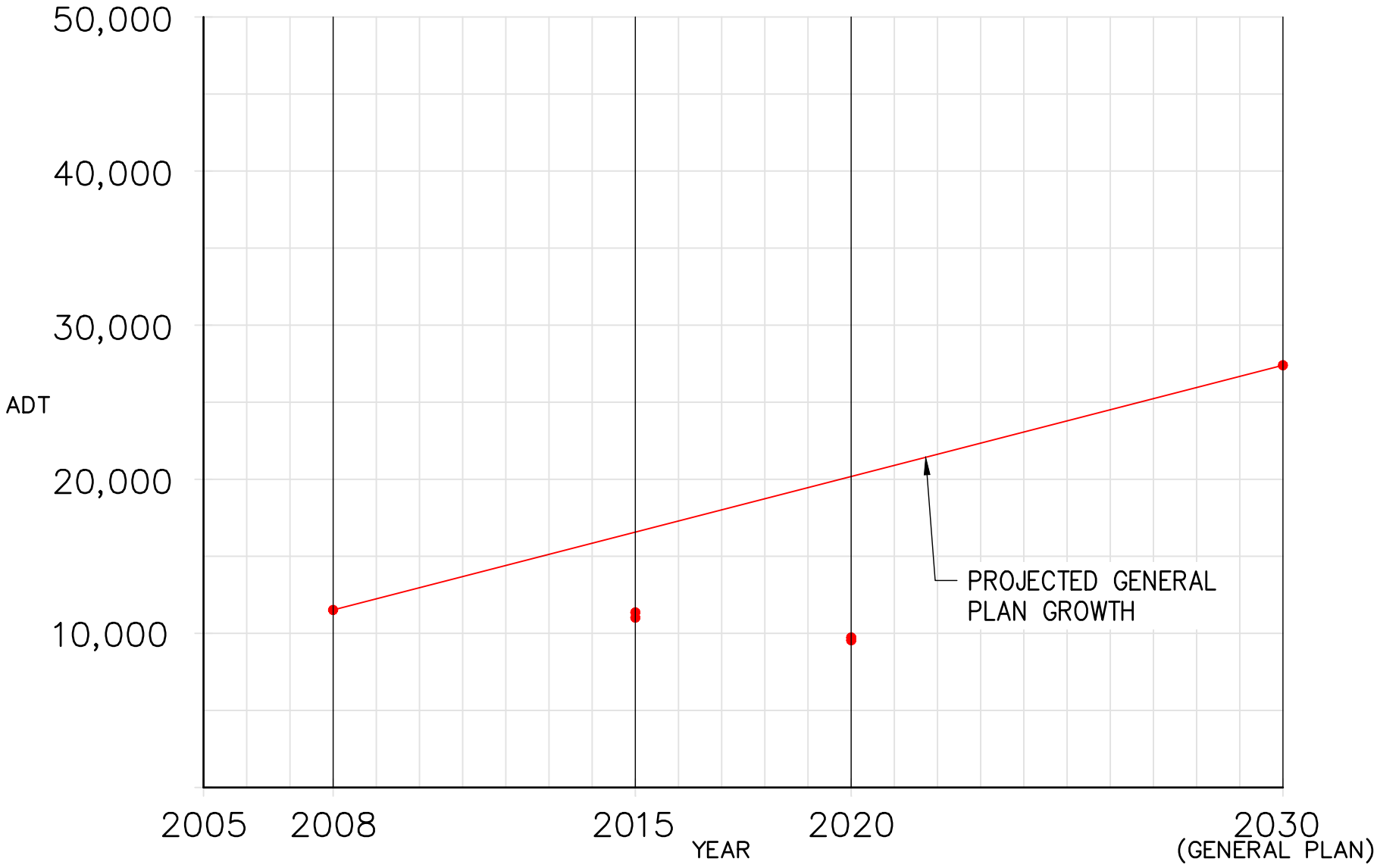


CARMEL VALLEY ROAD

SEGMENT 4 - BETWEEN LAURELES GRADE AND FORD ROAD

MONTEREY COUNTY, CA

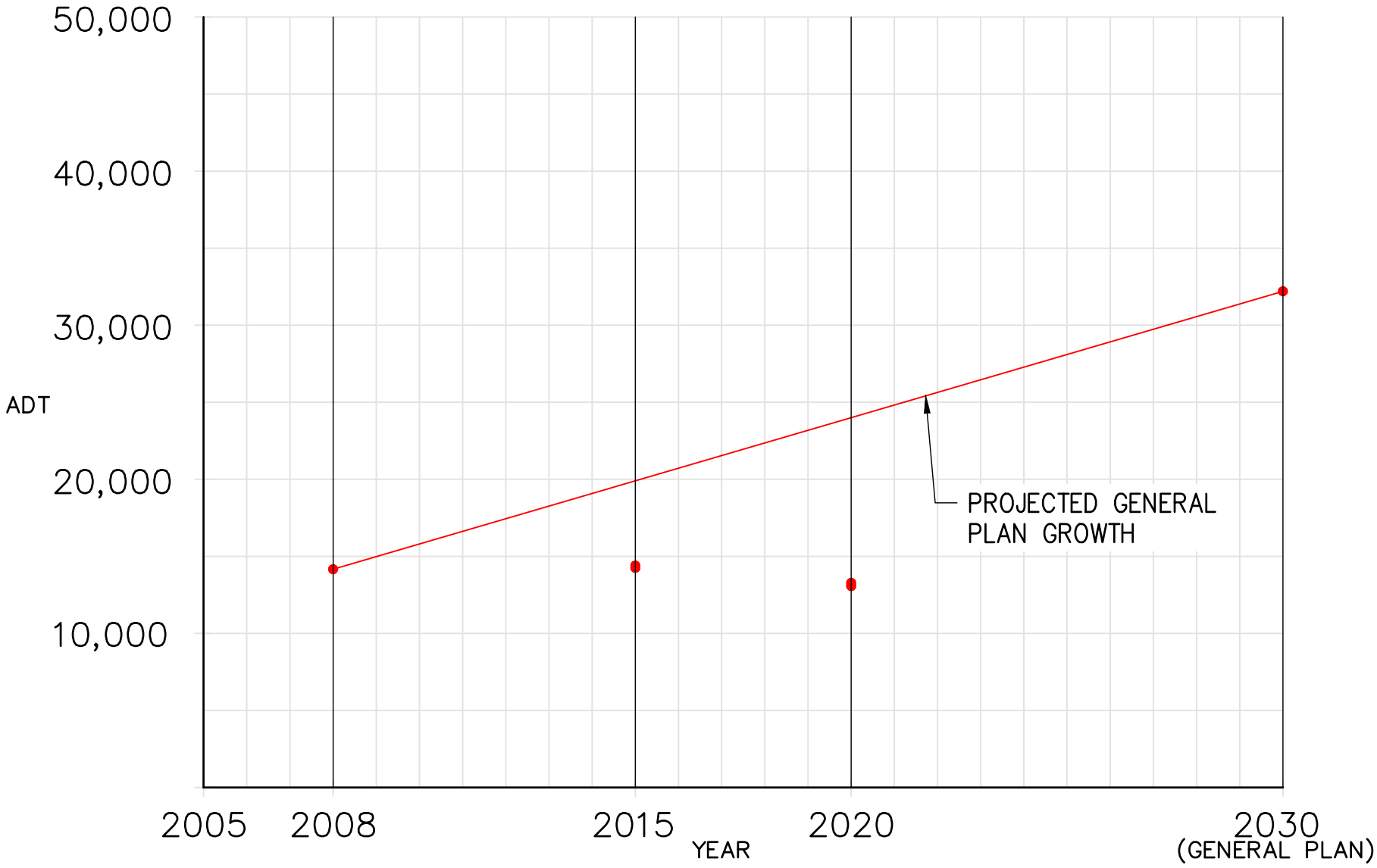
NOTE: 2008 DATA NOT AVAILABLE



CARMEL VALLEY ROAD

SEGMENT 5 - BETWEEN ROBINSON CANYON ROAD AND LAURELES GRADE

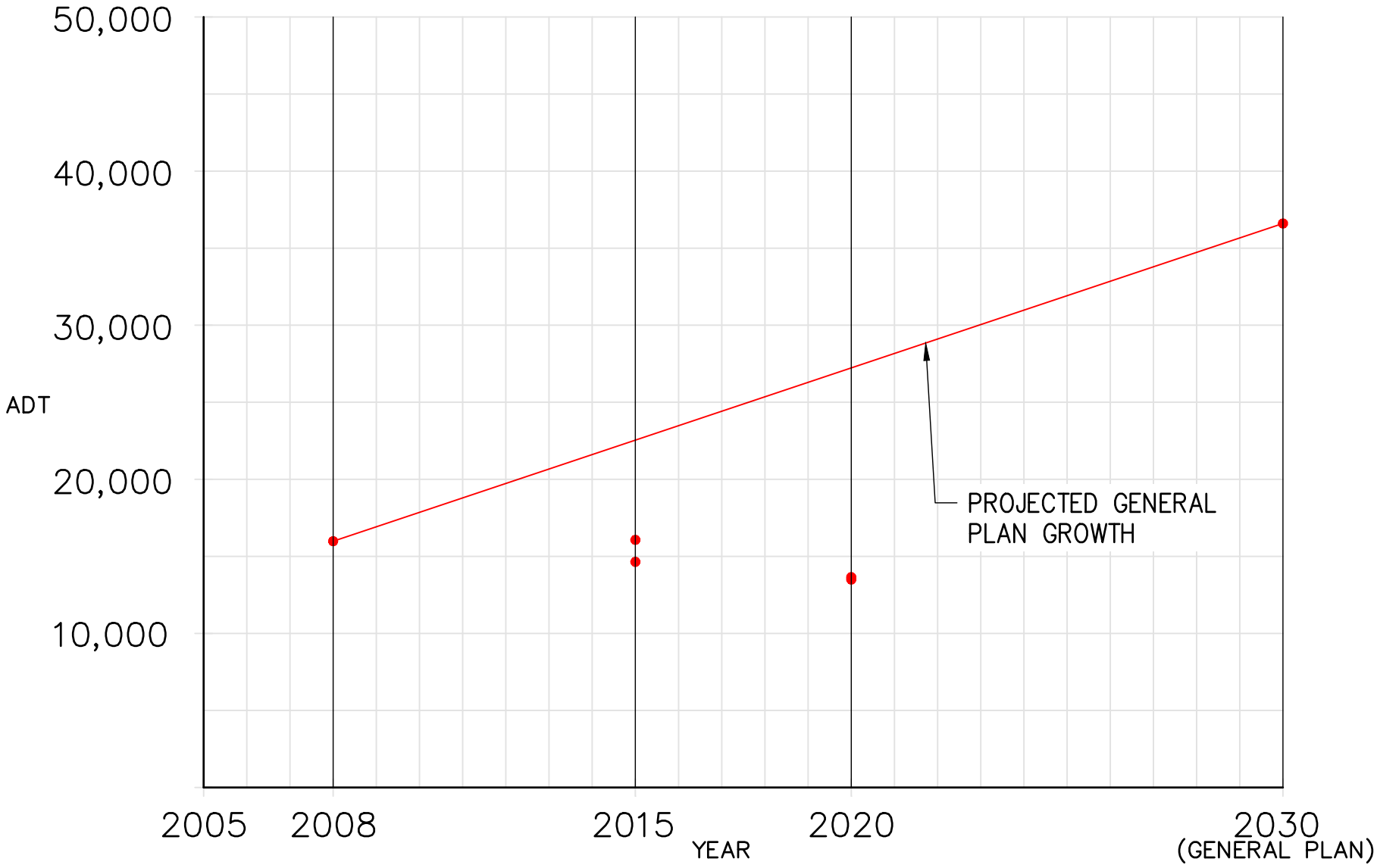
MONTEREY COUNTY, CA



CARMEL VALLEY ROAD

SEGMENT 6 - BETWEEN SCHULTE ROAD AND ROBINSON CANYON ROAD

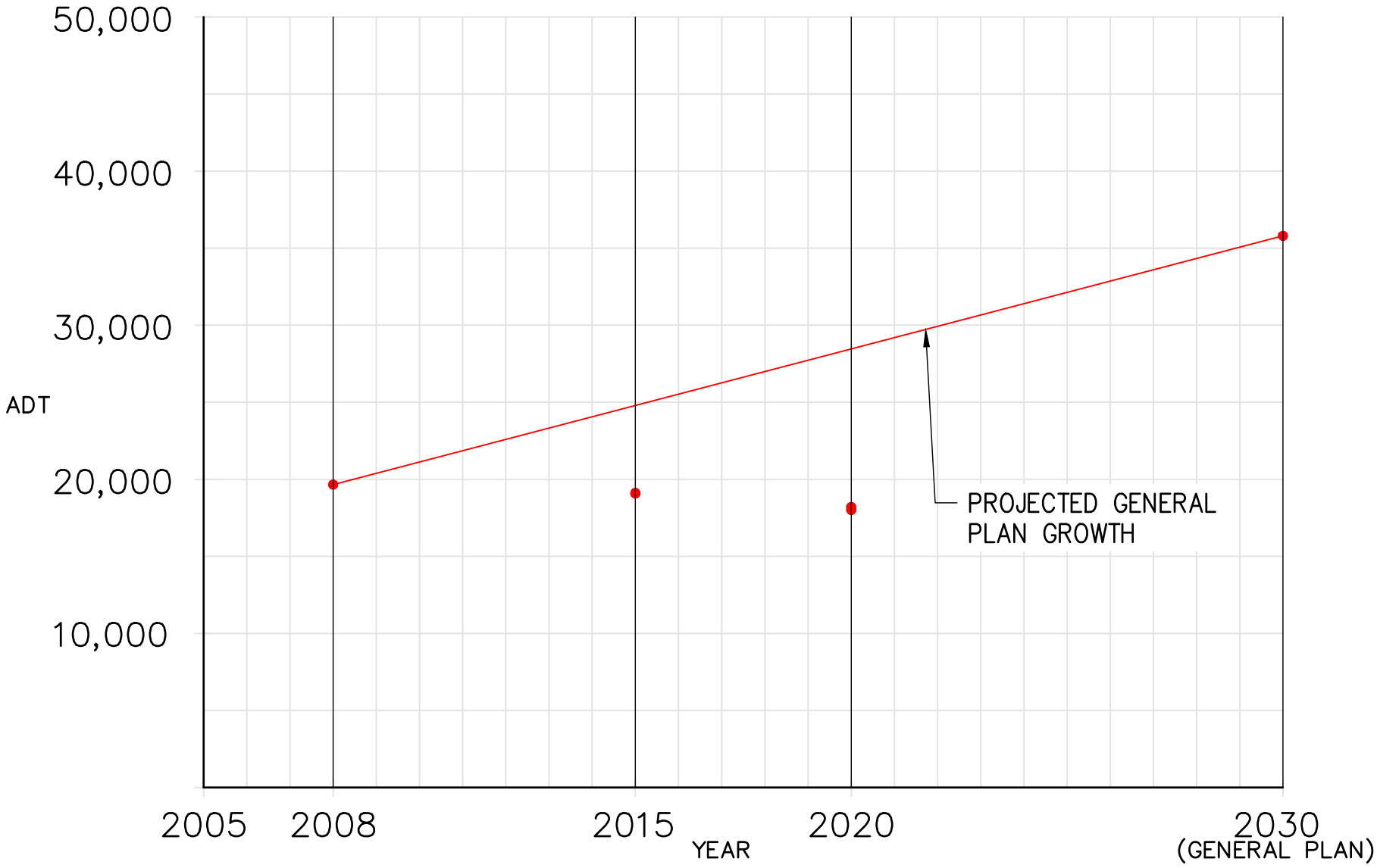
MONTEREY COUNTY, CA



CARMEL VALLEY ROAD

SEGMENT 7 - BETWEEN RANCHO SAN CARLOS ROAD AND SCHULTE ROAD

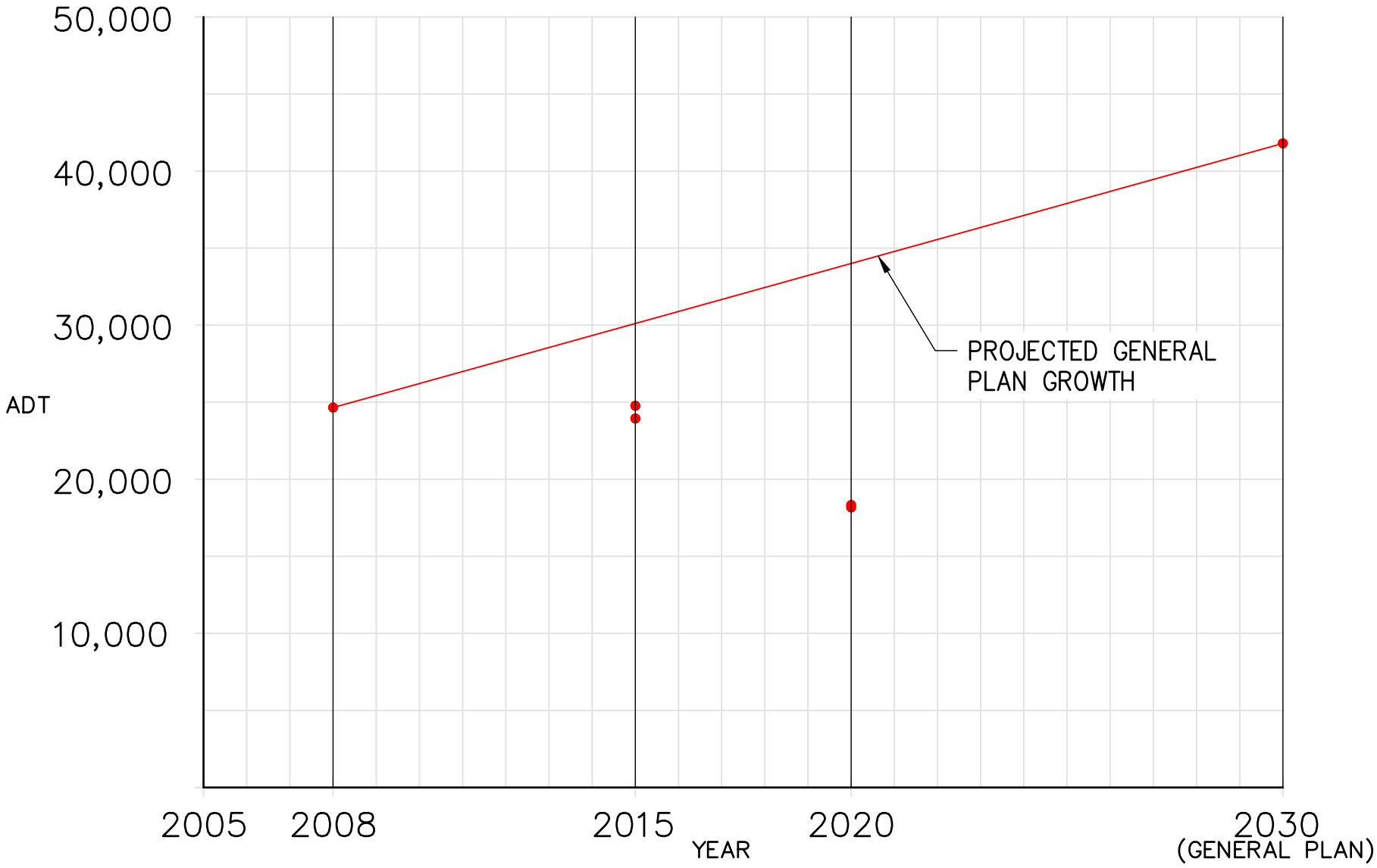
MONTEREY COUNTY, CA



CARMEL VALLEY ROAD

SEGMENT 8 - BETWEEN RIO ROAD AND RANCHO SAN CARLOS ROAD

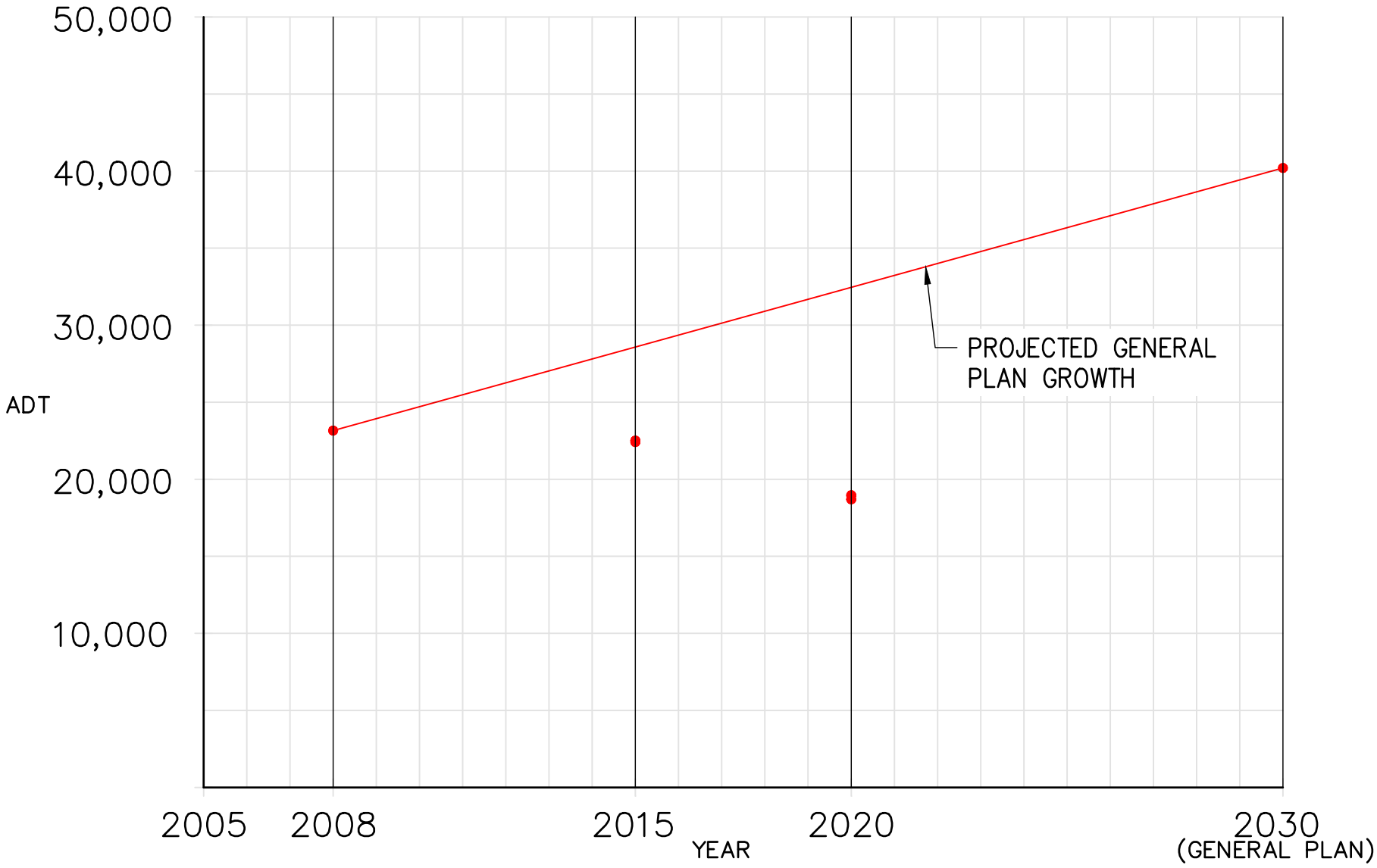
MONTEREY COUNTY, CA



CARMEL VALLEY ROAD

SEGMENT 9 - BETWEEN CARMEL RANCHO BOULEVARD AND RIO ROAD

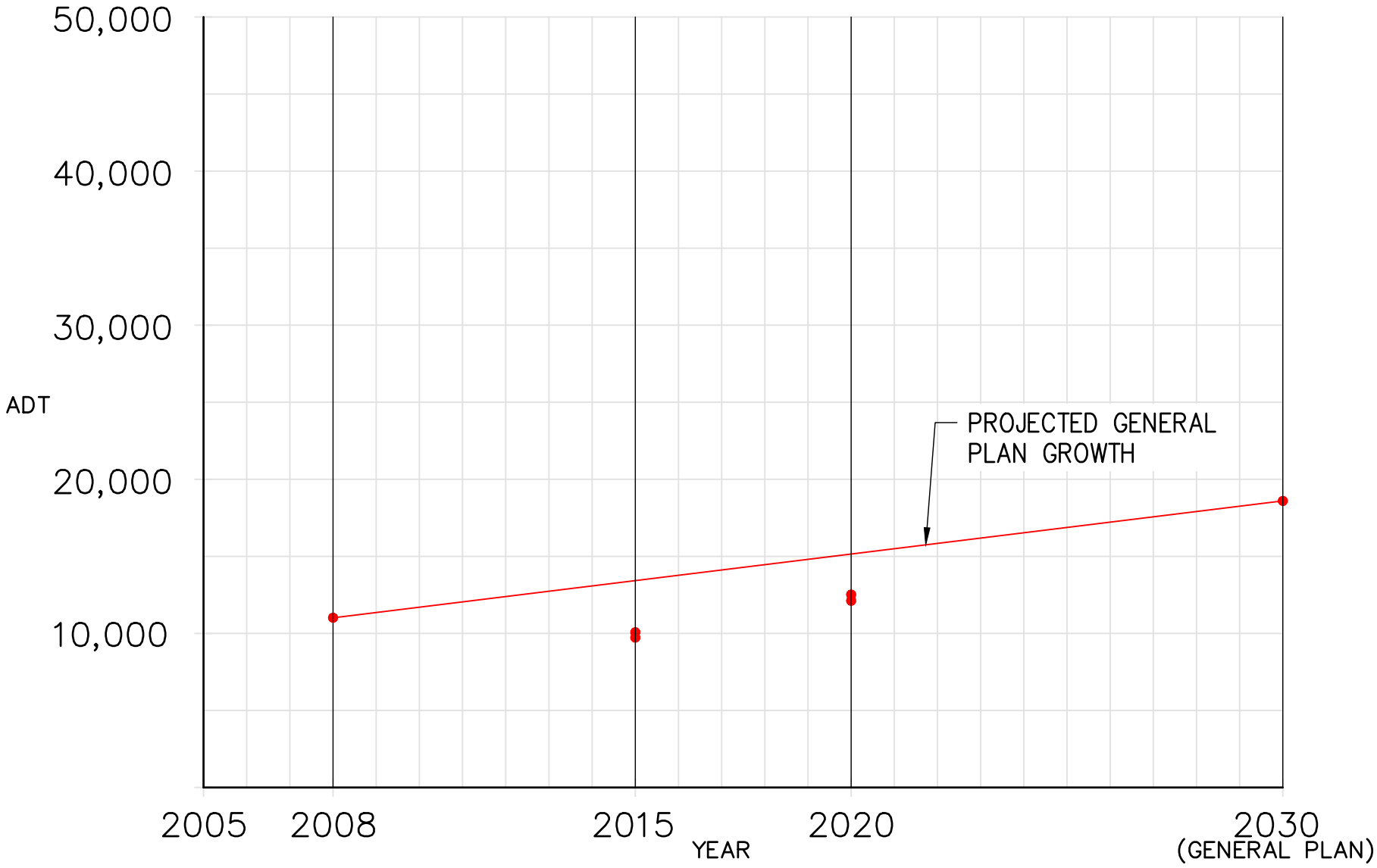
MONTEREY COUNTY, CA



CARMEL VALLEY ROAD

SEGMENT 10 - BETWEEN SR 1 AND CARMEL RANCHO BOULEVARD

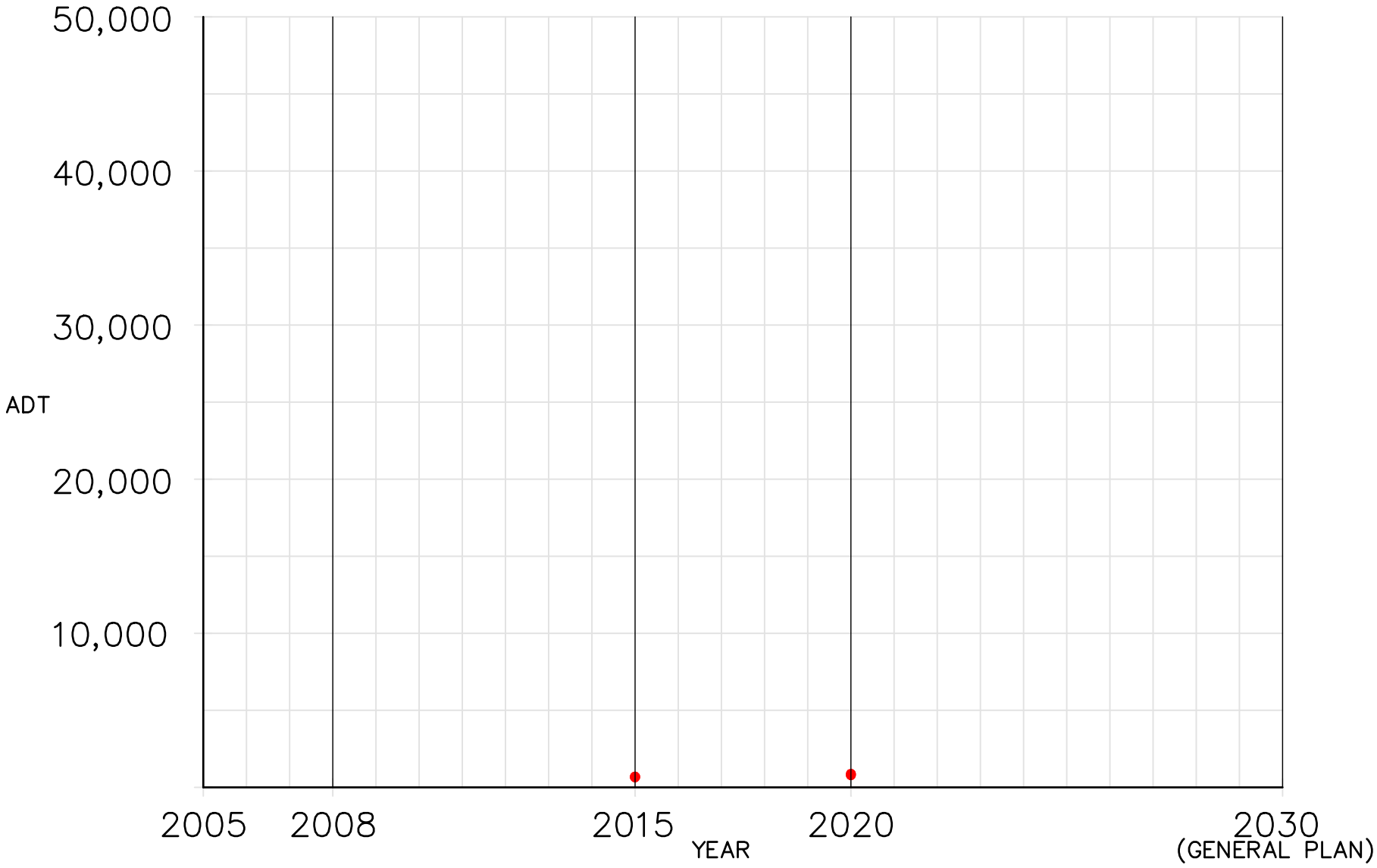
MONTEREY COUNTY, CA



CARMEL RANCHO BOULEVARD

SEGMENT 16 - BETWEEN CARMEL VALLEY ROAD AND RIO ROAD

MONTEREY COUNTY, CA

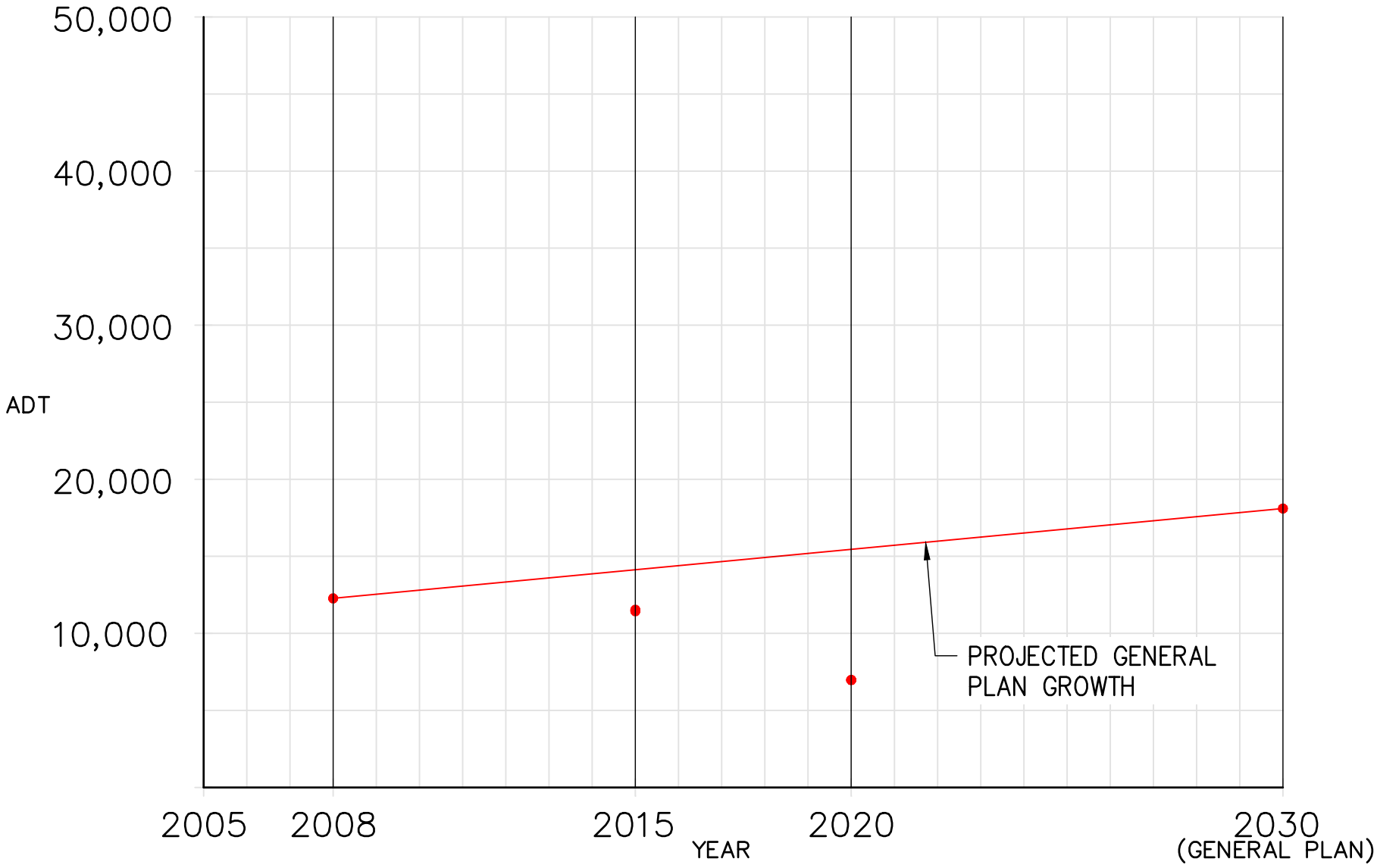


RIO ROAD

SEGMENT 12 - BETWEEN CARMEL RANCHO BOULEVARD AND VAL VERDE DRIVE

MONTEREY COUNTY, CA

NOTE: 2008 AND GENERAL PLAN DATA NOT AVAILABLE



RIO ROAD

SEGMENT 13 - BETWEEN SR 1 AND CARMEL RANCHO BOULEVARD

MONTEREY COUNTY, CA

Carmel Valley Master Plan 2020 5-year Report

Carmel Valley Road Traffic Report

Required Counts in June and October

County of Monterey

Board of Supervisors Meeting

January 26, 2021

Item # 25

PRESENTATION OVERVIEW

- Review of General Plan Policies that require the reporting of the Annual Report
- Identify the Road Segments that are required to be monitored/timing annually.
- Discuss Traffic Monitoring Results of Average Daily Traffic Volumes (ADT) and Level of Service (LOS) for 13 segments, and 5-year results

CVMP Policy CV-2.17

- Conduct Volume Counts
- Prepare the CVMP Annual Report
- Conduct a Public Hearing

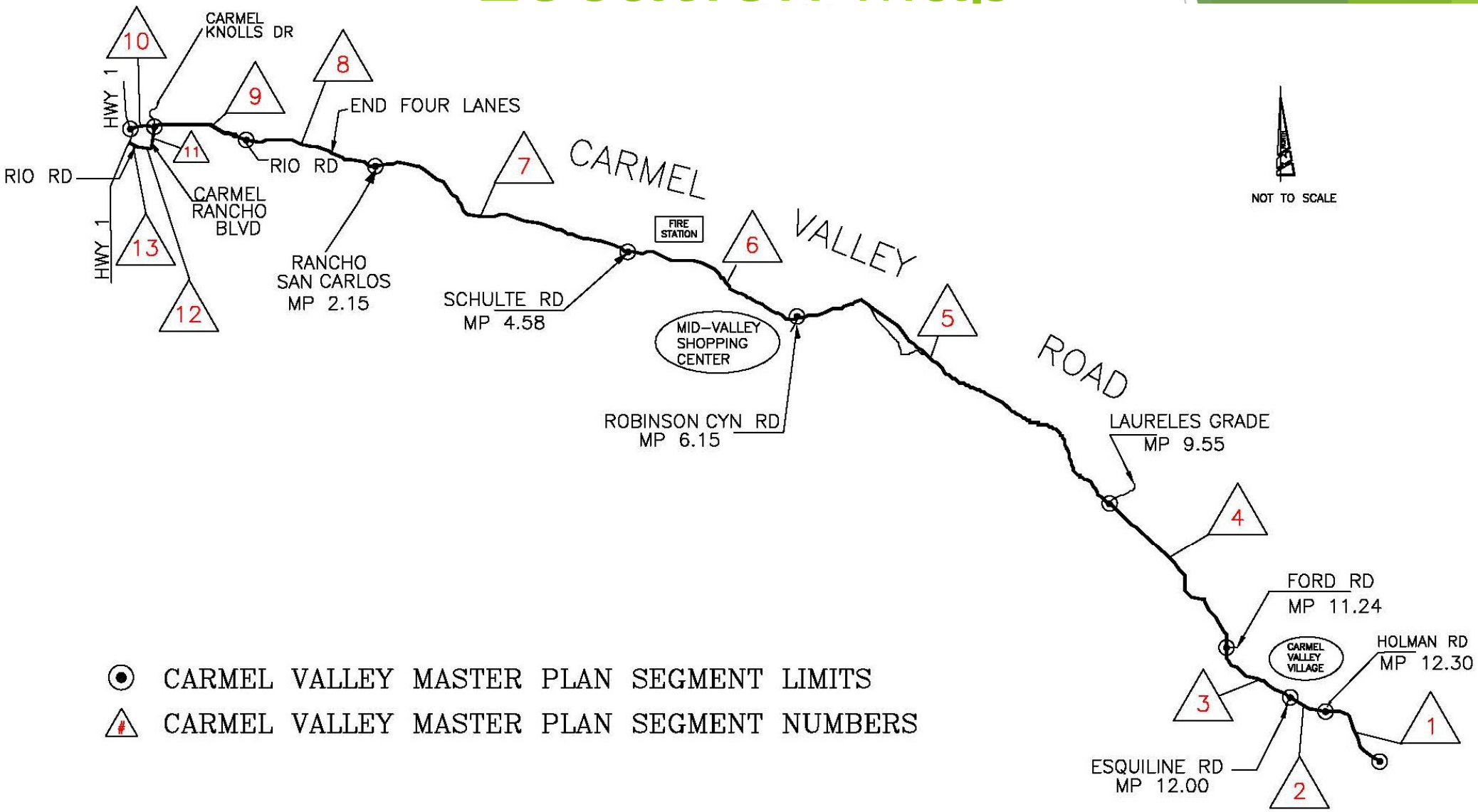
CVMP Policy CV-2.17 for 5-year

- CV-2.17(d) requires that the County monitor all segments listed in Policy CV-2.17(a) and the annual report include all segments

- CV-2.17(e) requires the county examine the degree of changes in LOS in the CVMP area that may be occurring earlier than predicted in the General Plan EIR.

- CV-2.17(f) establishes the acceptable LOS

Location Map



Carmel Valley Road 2020 Volumes

	CVMP Threshold	2020 June		2020 October	
	ADT	ADT	Percent of Threshold	ADT	Percent of Threshold
Segment 1	8,487	3,084	-63.7%	2,791	-67.1%
Segment 2	6,835	3,211	-53.0%	2,926	-57.2%
Segment 3	**9,065**	**8,058**	**-11.1%**	**7,913**	**-12.7%**
Segment 4	**11,600**	**9,196**	**-20.7%**	**9,064**	**-21.9%**
Segment 5	**12,752**	**9,732**	**-23.7%**	**9,551**	**-25.1%**
Segment 6	**15,499**	**13,072**	**-15.7%**	**13,279**	**-14.3%**
Segment 7	**16,340**	**13,513**	**-17.3%**	**13,649**	**-16.5%**
Segment 8	48,487	18,013	-62.8%	18,205	-62.5%
Segment 9	51,401	18,173	-64.6%	18,326	-64.3%
Segment 10	**27,839**	**18,698**	**-32.8%**	**18,962**	**-31.9%**
Segment 11	33,495	12,122	-63.8%	12,522	-62.6%
Segment 12	6,416	902	-85.9%	875	-86.4%
Segment 13	33,928	6,965	-79.5%	6,980	-79.4%

Comparison of Traffic Volumes (ADT) 2019 to 2020

Road Segment	June (school not in session)			October		
	2019	2020	Volume Difference	2019	2020	Volume Difference
3	8,881	8,058	-823	7,852	7,913	61
4	10,714	9,196	-1,518	10,072	9,064	-1,008
5	11,415	9,732	-1,683	10,318	9,551	-767
6	14,335	13,072	-1,263	14,428	13,279	-1,149
7	15,497	13,513	-1,984	14,285	13,649	-636
10	19,380	18,698	-682	19,635	18,962	-673

Note: The (6) Segments shown are required for evaluation. Volumes reported are Daily Traffic volumes.

Level of Service (PTSF)

Table 11
PTSF Comparisons

Segment No.	Road	Segment	LOS Required	PTSF Threshold	June 2020		October 2020	
					Worst-Case PTSF	Difference	Worst-Case PTSF	Difference
1	Carmel Valley Road	East of Holman Road	C	70	54.1	15.9	55.9	14.1
2	Carmel Valley Road	Between Esquiline Road and Holman Road	C	70	55.0	15.0	56.9	13.1
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**D**	85	**69.9**	**15.1**	**69.0**	**16.0**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	**D**	85	**75.7**	**10.3**	**75.0**	**10.0**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**D**	85	**83.6**	**1.4**	**81.3**	**3.7**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**D**	85	**81.3**	**3.7**	**81.5**	**3.5**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**D**	85	**82.1**	**2.9**	**82.6**	**2.4**
8	Carmel Valley Road	Between Rio Road and Rancho San Carlos Road (two-lane portion)	C	70	82.4	-12.4	84.3	-14.3
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Rio Road	C	N/A	N/A	N/A	N/A	N/A
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**C**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	C	N/A	N/A	N/A	N/A	N/A
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	C	70	35.9	34.1	35.4	34.6
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	C	N/A	N/A	N/A	N/A	N/A

Bold type indicates road segments currently included in the annual monitoring report.
N/A: Not applicable. PTSF methodology is not applicable to multi-lane roadways.

Level of Service (PTSF)

	2020 June Data		2020 October Data		Acceptable LOS (Per CVMP)
Segment	PTSF	LOS	PTSF	LOS	
3	69.9%	C	69.0%	C	D
4	75.7%	D	75.0%	D	D
5	83.6%	D	81.3%	D	**D**
6	81.3%	D	81.5%	D	D
7	82.1%	D	82.6%	D	**D**

Intersections

Table 8
Intersection LOS and Peak-Hour Warrant Summary – June 2020

Intersection	Control	A.M. Peak Hour			P.M. Peak Hour		
		Delay (sec)	LOS	Warrant	Delay (sec)	LOS	Warrant
SR 1 / Carmel Valley	Signals	4.7	A		6.8	A	
Carmel Rancho Blvd / Carmel Valley	Signals	15.4	B		20.5	C	
Rio Vista Drive / Carmel Valley	One-way stop	16.6	C	Not met	19.5	C	Not met
Carmel Middle School / Carmel Valley	Signals	7.5	A		7.0	A	
Rio / Carmel Valley	One-way stop	19.0	C	Not met	29.4	D	Not met
Via Mallorca / Carmel Valley	Signals	2.1	A		2.2	A	
Rancho San Carlos / Carmel Valley	Signals	2.7	A		2.7	A	
Schulte / Carmel Valley	One-way stop	17.6	C	Not met	25.6	D	Not met
Robinson Canyon / Carmel Valley	Yield	9.8	A	Not met	12.9	B	Not met
Robinson Canyon / Carmel Valley off ramp	One-way stop	8.7	A	Not met	8.8	A	Not met
Laureles Grade / Carmel Valley	One-way stop*	20.9	C		**52.2**	**F**	
Ford / Carmel Valley	One-way stop	11.1	B	Not met	11.4	B	Not met
Esquiline / Carmel Valley	One-way stop	11.1	B	Not met	11.8	B	Not met
Holman / Carmel Valley	One-way stop	9.9	A	Not met	9.7	A	Not met
SR 1 / Rio Road	Signals	17.1	B		21.3	C	
Crossroads Blvd / Rio Road	Signals	5.2	A		5.4	A	
Carmel Rancho Blvd / Rio Road	Two-way stop	12.5	B	Not met	16.2	C	Not met

* Peak-hour warrants not analyzed - roundabout planned.

Intersections

Table 9
Intersection LOS and Peak-Hour Warrant Summary – October 2020

Intersection	Control	A.M. Peak Hour			P.M. Peak Hour		
		Delay (sec)	LOS	Warrant	Delay (sec)	LOS	Warrant
SR 1 / Carmel Valley	Signals	4.8	A		7.0	A	
Carmel Rancho Blvd / Carmel Valley	Signals	16.2	B		19.7	B	
Rio Vista Drive / Carmel Valley	One-way stop	18.0	C	Not met	21.5	C	Not met
Carmel Middle School / Carmel Valley	Signals	7.4	A		11.7	B	
Rio / Carmel Valley	One-way stop	23.1	C	Not met	29.4	D	Not met
Via Mallorca / Carmel Valley	Signals	6.7	A		6.7	A	
Rancho San Carlos / Carmel Valley	Signals	7.4	A		7.8	A	
Schulte / Carmel Valley	One-way stop	20.4	C	Not met	29.0	D	Not met
Robinson Canyon / Carmel Valley	Yield	10.1	A	Not met	13.0	B	Not met
Robinson Canyon / Carmel Valley off ramp	One-way stop	8.9	A	Not met	8.9	A	Not met
Laureles Grade / Carmel Valley	One-way stop*	19.8	C		**51.0**	**F**	
Ford / Carmel Valley	One-way stop	11.2	B	Not met	11.7	B	Not met
Esquiline / Carmel Valley	One-way stop	11.8	B	Not met	11.9	B	Not met
Holman / Carmel Valley	One-way stop	9.6	A	Not met	9.5	A	Not met
SR 1 / Rio Road	Signals	16.5	B		21.8	C	
Crossroads Blvd / Rio Road	Signals	9.9	A		11.2	B	
Carmel Rancho Blvd / Rio Road	Two-way stop	11.5	B	Not met	11.9	B	Not met

* Peak-hour warrants not analyzed - roundabout planned.

5-Year Traffic Volumes

Table 12
Volume and LOS Comparison

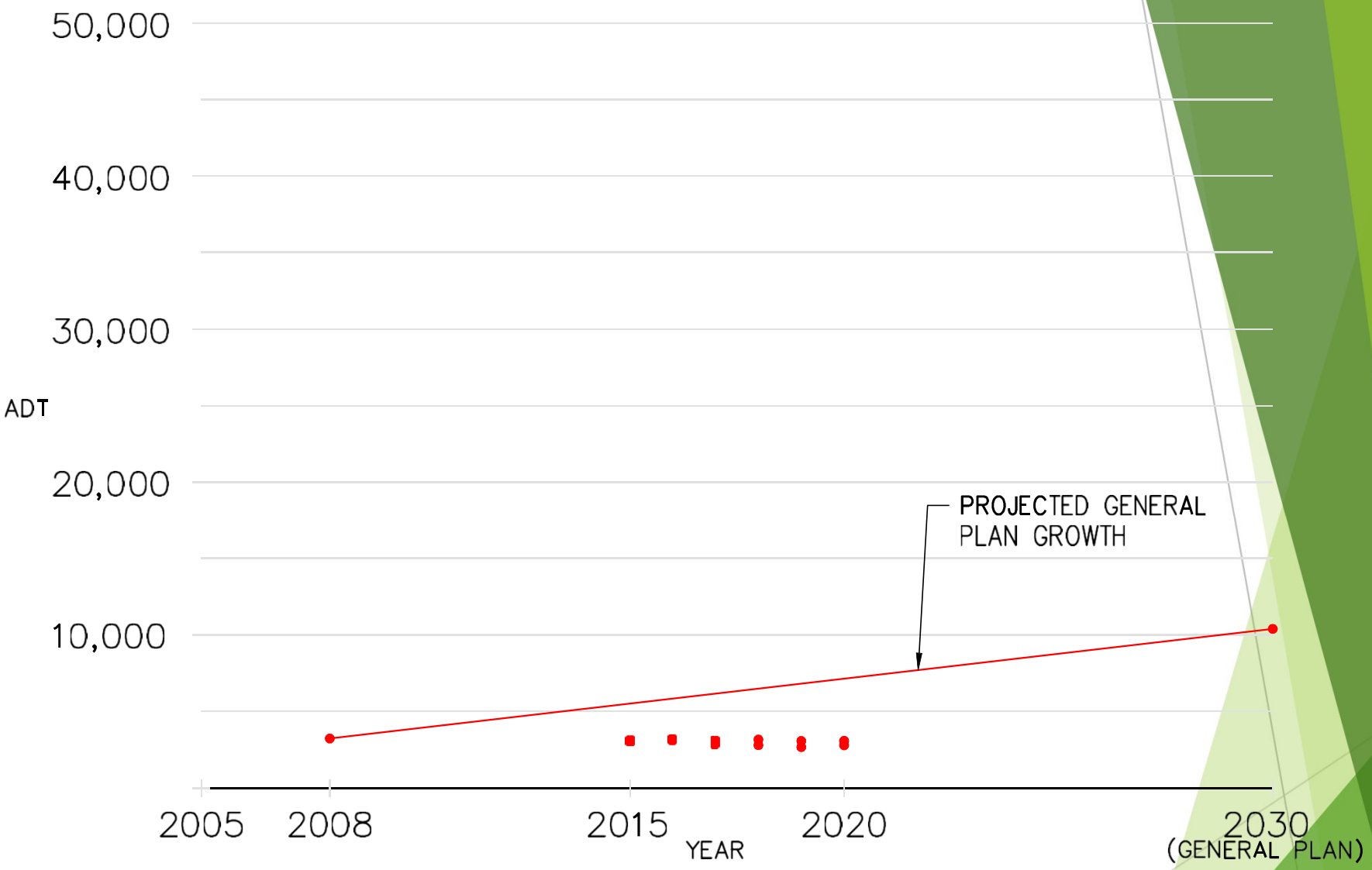
No.	Road	Segment	2008		2015+		2020				General Plan (Cumulative)	
					June	October	June		October			
			ADT*	LOS*	ADT	ADT	ADT	LOS	ADT	LOS	ADT	LOS
1	Carmel Valley Road	East of Holman Road	3,235	A	3,128	3,048	3,084	B	2,791	C	10,400	D
2	Carmel Valley Road	Between Esquiline Road and Holman Road	3,673	A	3,536	3,436	3,211	B	2,926	C	6,100	D
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**10,816**	**B/C**	**8,216**	**8,206**	**8,058**	**C**	**7,913**	**C**	**13,200**	**F**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	-	**C**	**10,740**	**11,061**	**9,196**	**D**	**9,064**	**D**	**22,600**	**F**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**11,521**	**C/D**	**11,015**	**11,364**	**9,732**	**D**	**9,551**	**D**	**27,400**	**F**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**14,163**	**D**	**14,255**	**14,400**	**13,072**	**D**	**13,279**	**D**	**33,200**	**F**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**15,984**	**D**	**14,642**	**16,067**	**13,513**	**D**	**13,649**	**D**	**36,600**	**F**
8	Carmel Valley Road	Between Rio Road and Rancho San Carlos Road	19,655	A	19,076	19,117	18,013	D**	18,205	D**	35,800	F
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Rio Road	24,655	A/B	23,941	24,767	18,173	A	18,326	A	41,800	F
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**23,160**	**A/B**	**22,413**	**22,510**	**18,698**	**A**	**18,962**	**A**	**40,200**	**F**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	11,015	-	10,076	9,728	12,122	A	12,522	A	18,600	D
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	-	-	658	702	902	A	875	A	-	-
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	12,270	-	11,528	11,437	6,965	A	6,980	A	18,100	D

Bold type indicates road segments currently included in the annual monitoring report. + 2015 LOS not available

* 2008 ADT from 2008 CVMP Volume Report; 2008 ADT from General Plan EIR baseline.

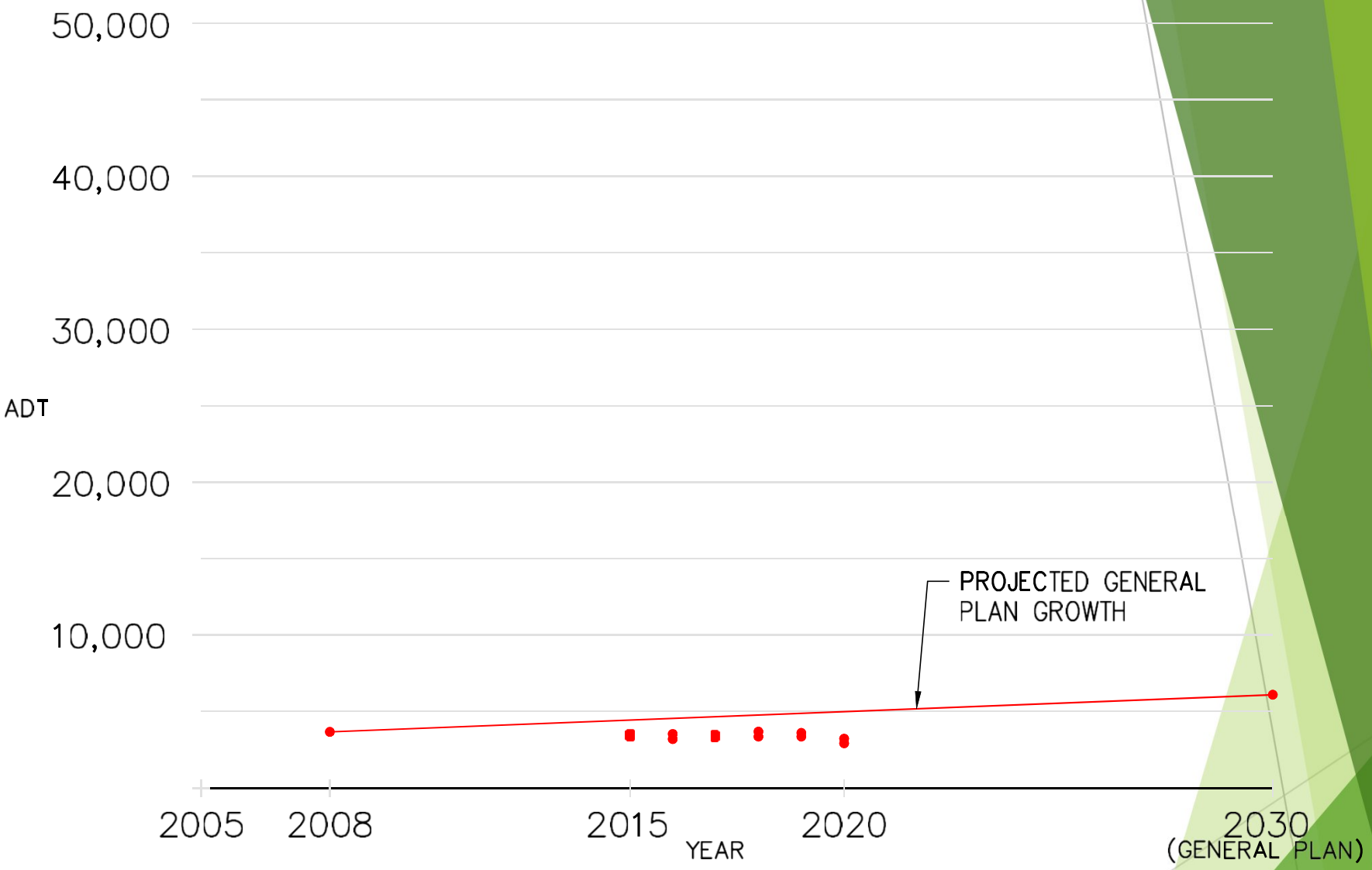
** 2020 LOS is for the two-lane portion of Segment 8. The four-lane portion is operating at LOS A.

Projected Growth
- Traffic Volume (by segment)



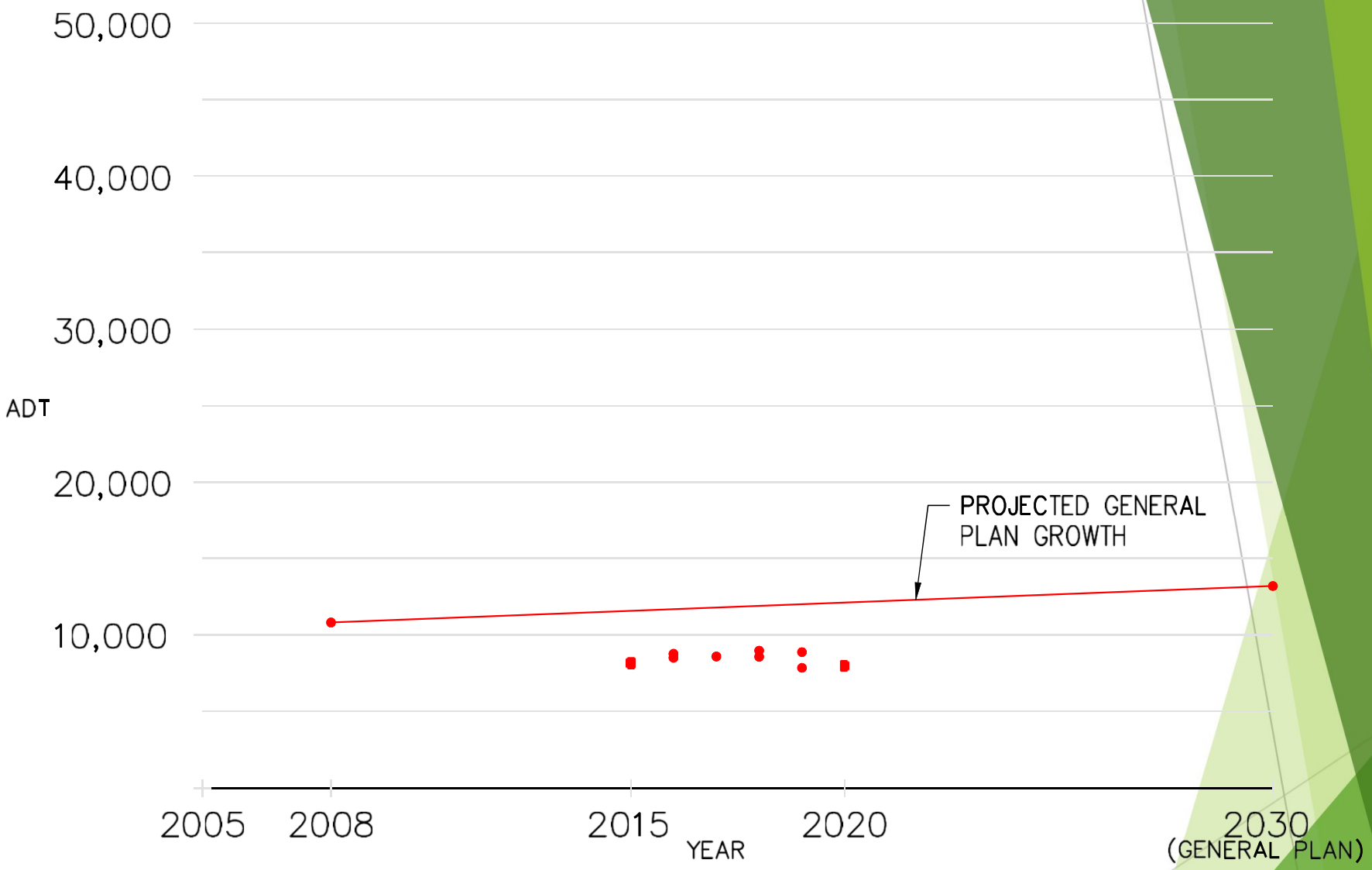
CARMEL VALLEY ROAD
SEGMENT 1 - EAST OF HOLMAN ROAD
MONTEREY COUNTY, CA

Figure 6



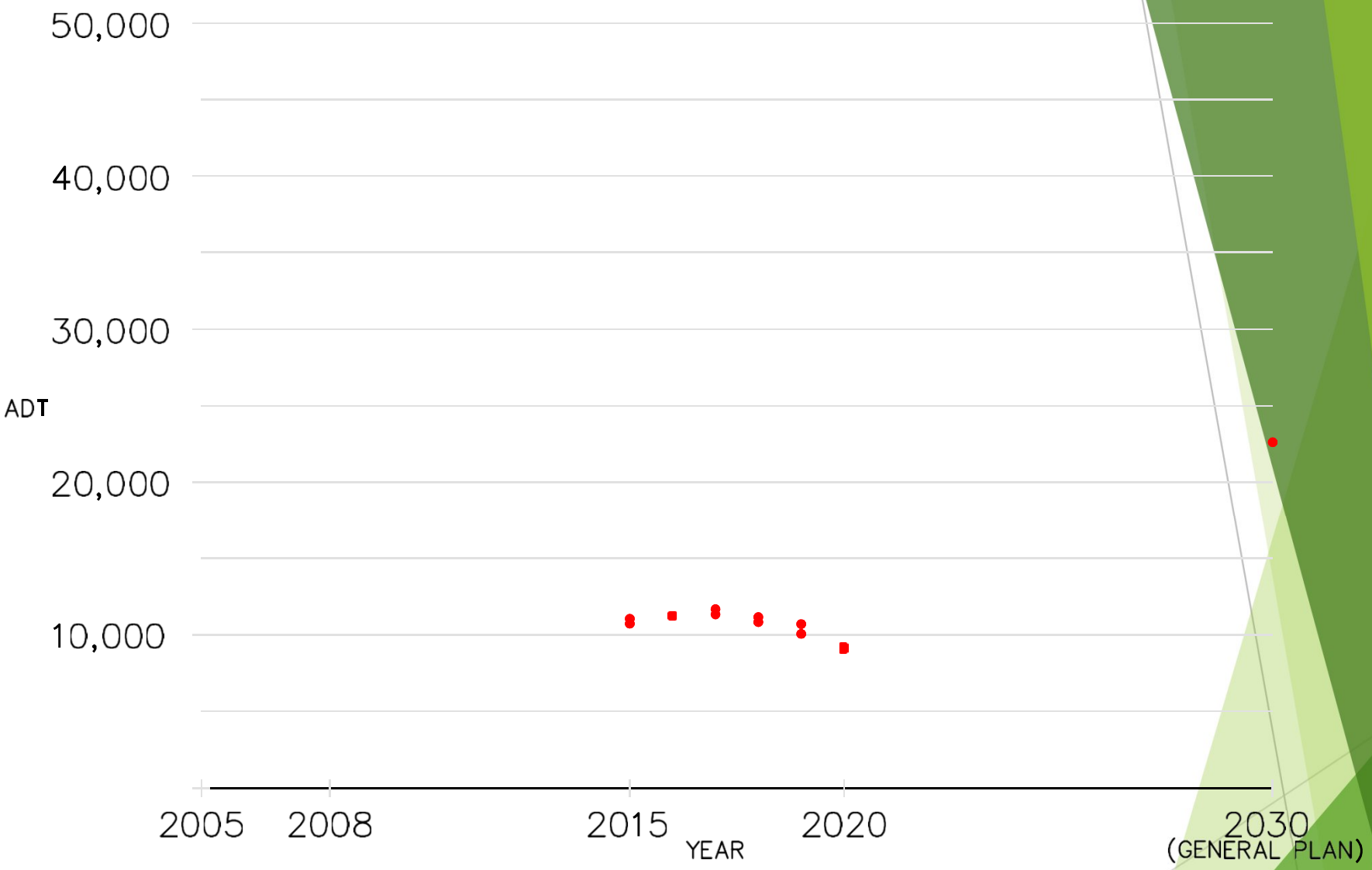
CARMEL VALLEY ROAD
SEGMENT 2 - BETWEEN ESQUILINE ROAD AND HOLMAN ROAD
MONTEREY COUNTY, CA

Figure 7



CARMEL VALLEY ROAD
SEGMENT 3 - BETWEEN FORD ROAD AND ESQUILINE ROAD
MONTEREY COUNTY, CA

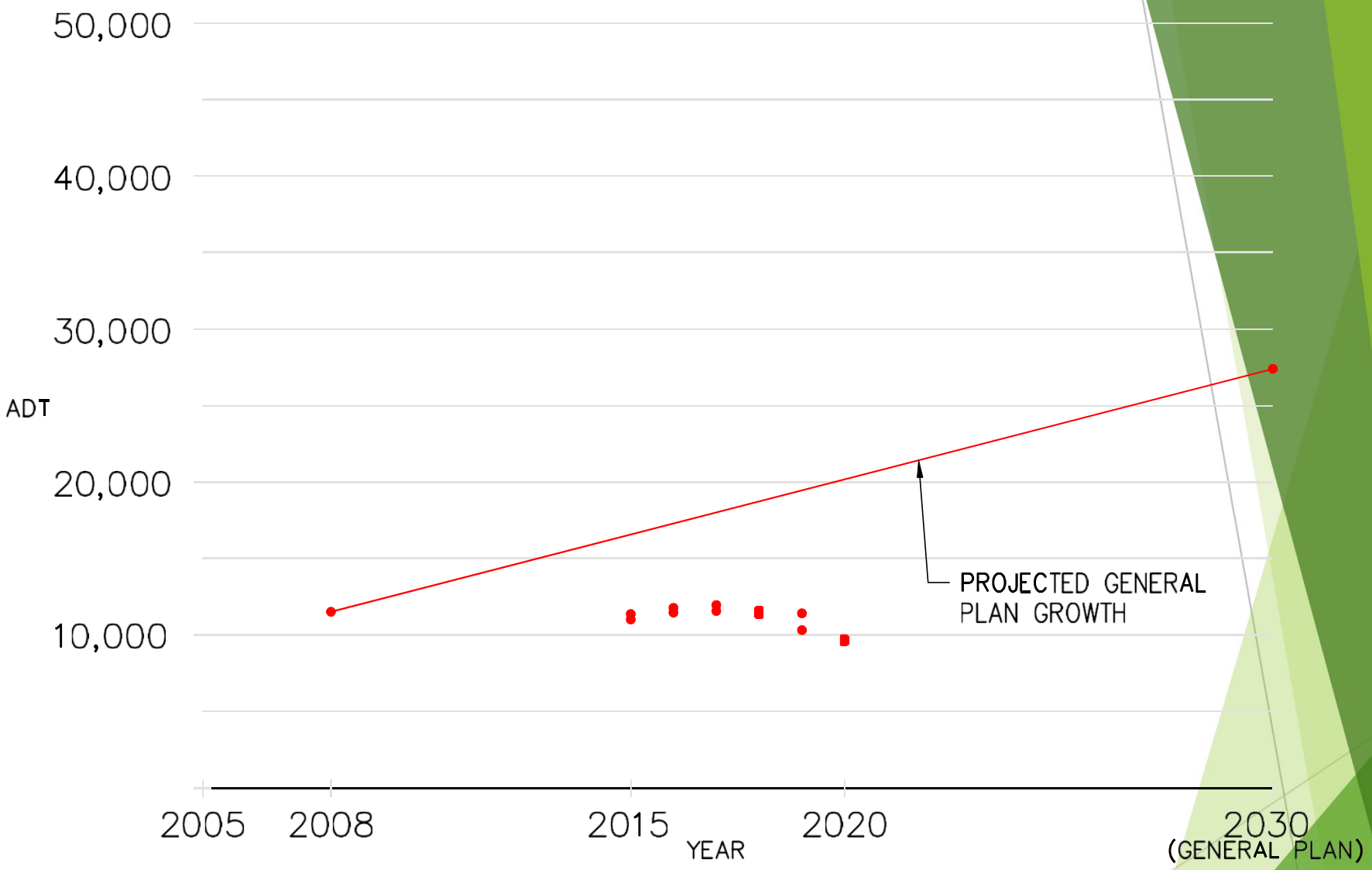
Figure 8



CARMEL VALLEY ROAD
SEGMENT 4 - BETWEEN LAURELES GRADE AND FORD ROAD
MONTEREY COUNTY, CA

NOTE: 2008 DATA NOT AVAILABLE

Figure 9

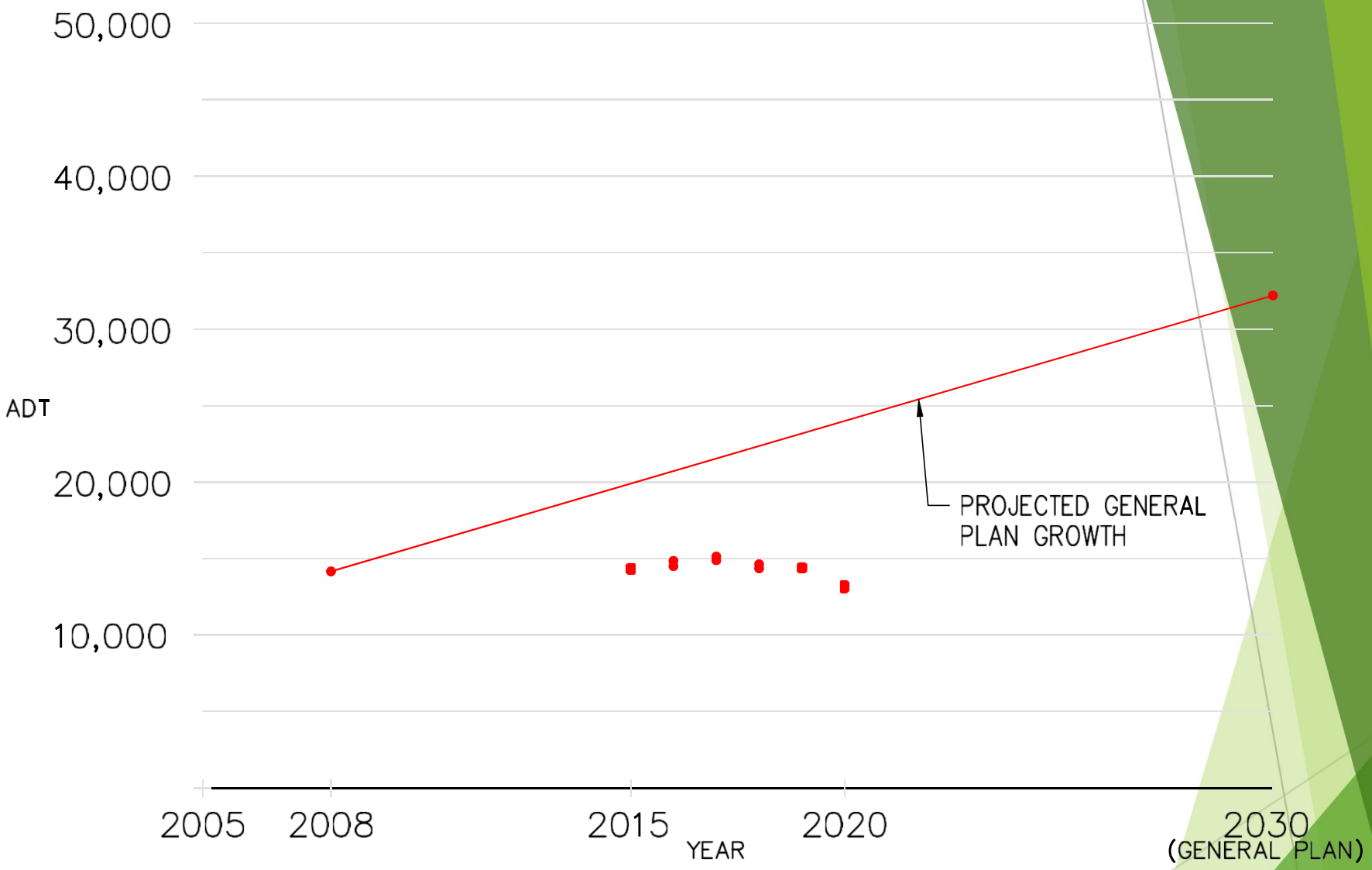


CARMEL VALLEY ROAD

SEGMENT 5 - BETWEEN ROBINSON CANYON ROAD AND LAURELES GRADE

MONTEREY COUNTY, CA

Figure 10

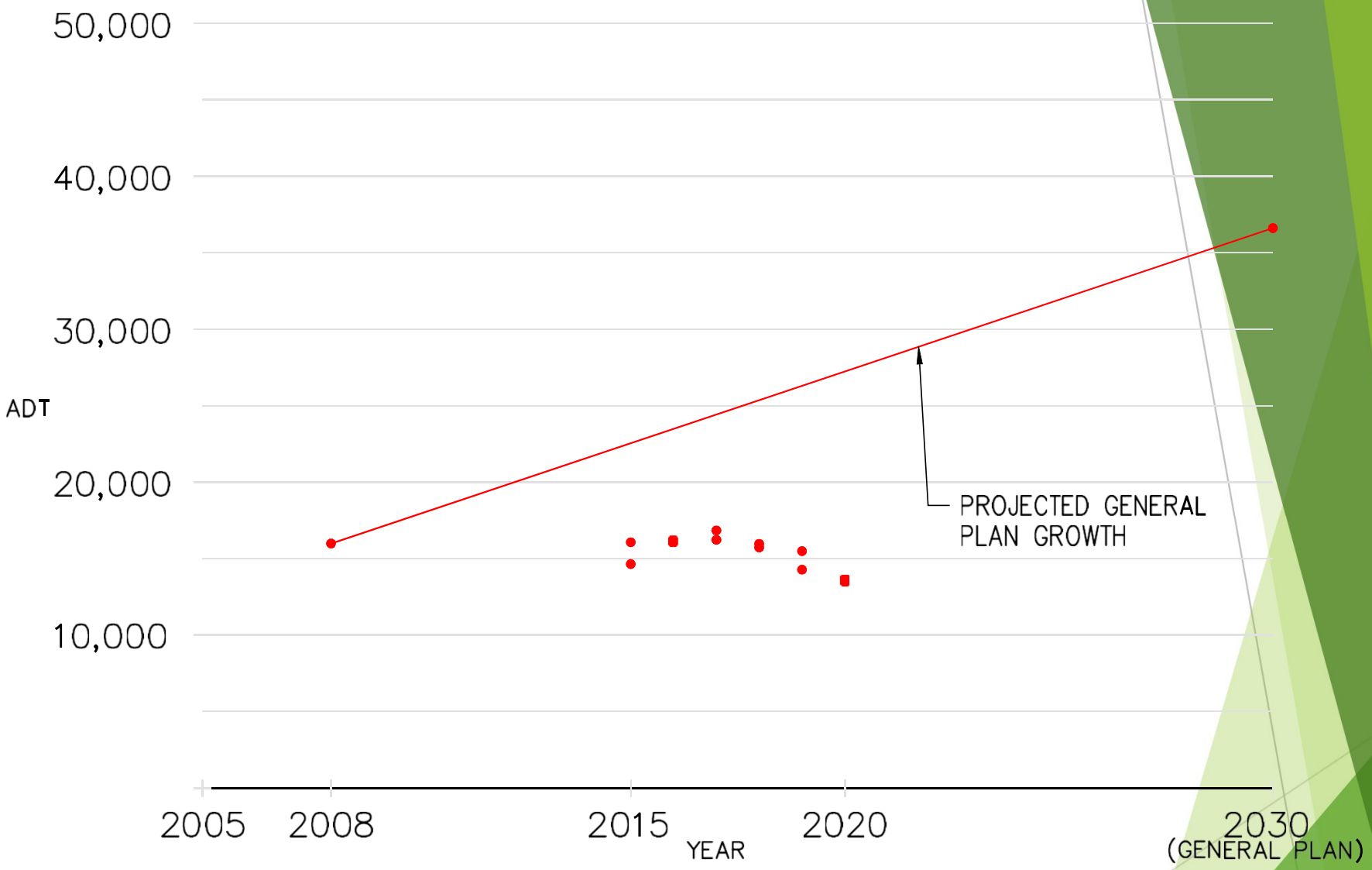


CARMEL VALLEY ROAD

SEGMENT 6 - BETWEEN SCHULTE ROAD AND ROBINSON CANYON ROAD

MONTEREY COUNTY, CA

Figure 11

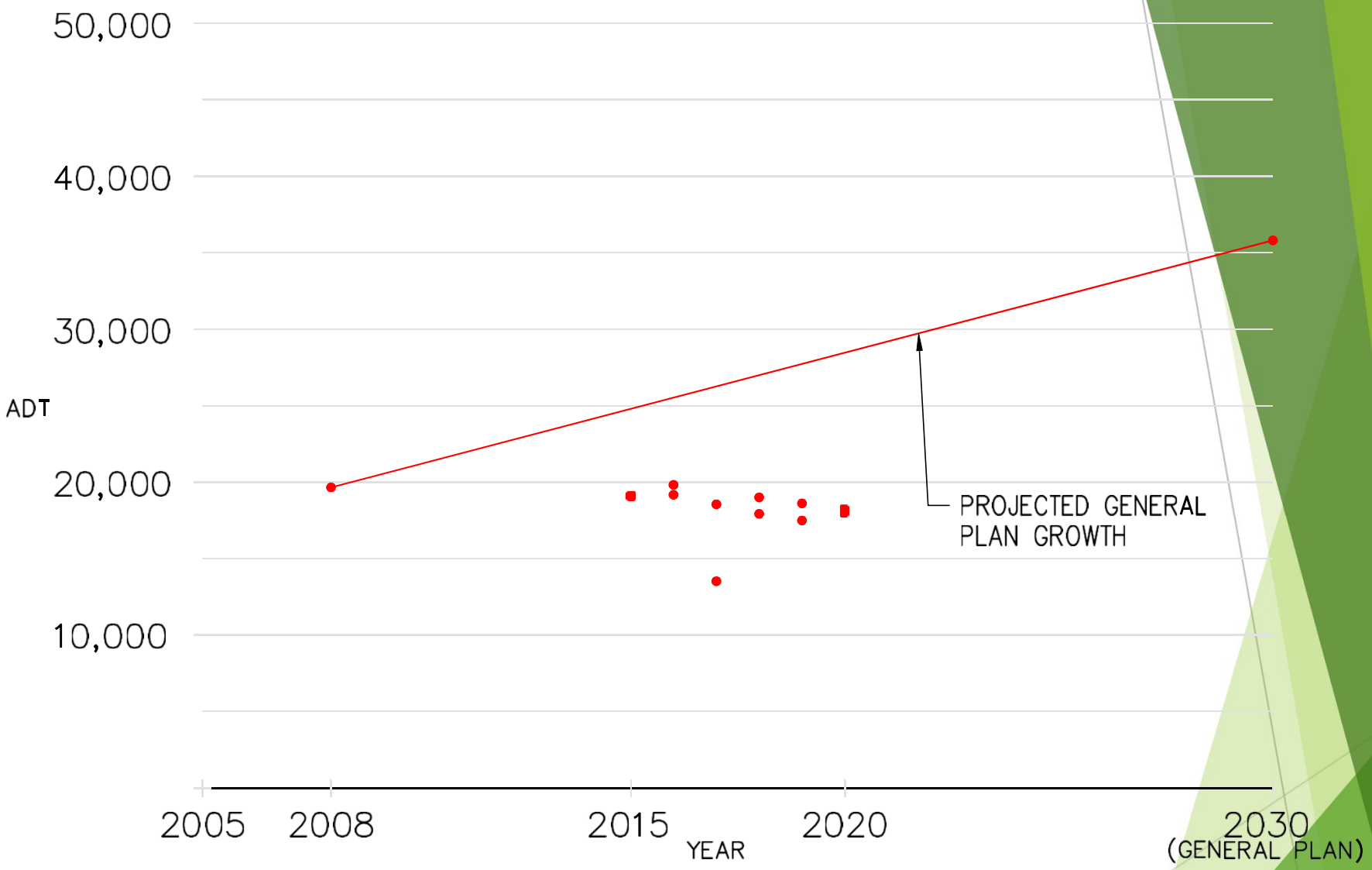


CARMEL VALLEY ROAD

SEGMENT 7 - BETWEEN RANCHO SAN CARLOS ROAD AND SCHULTE ROAD

MONTEREY COUNTY, CA

Figure 12

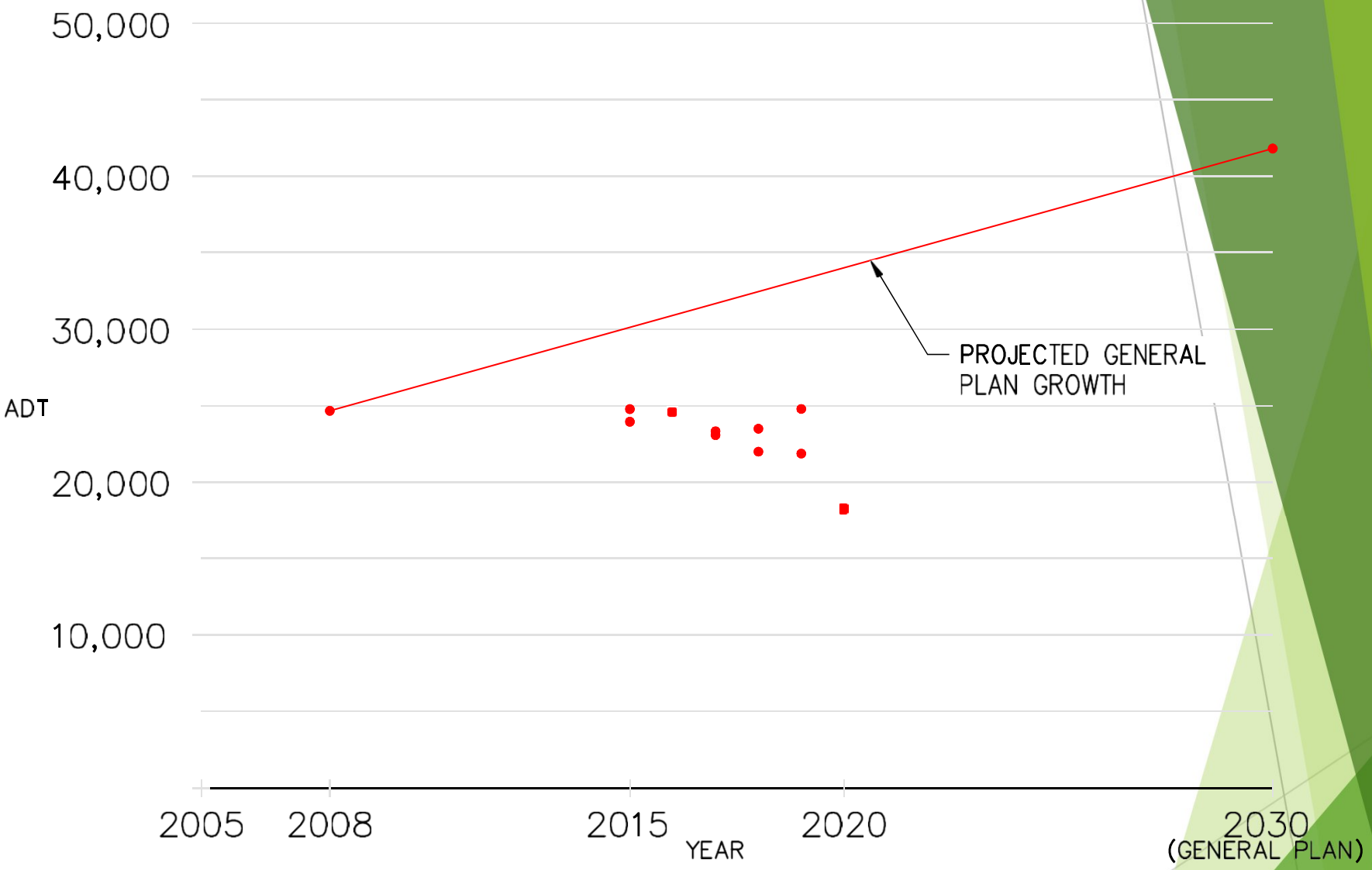


CARMEL VALLEY ROAD

SEGMENT 8 - BETWEEN RIO ROAD AND RANCHO SAN CARLOS ROAD

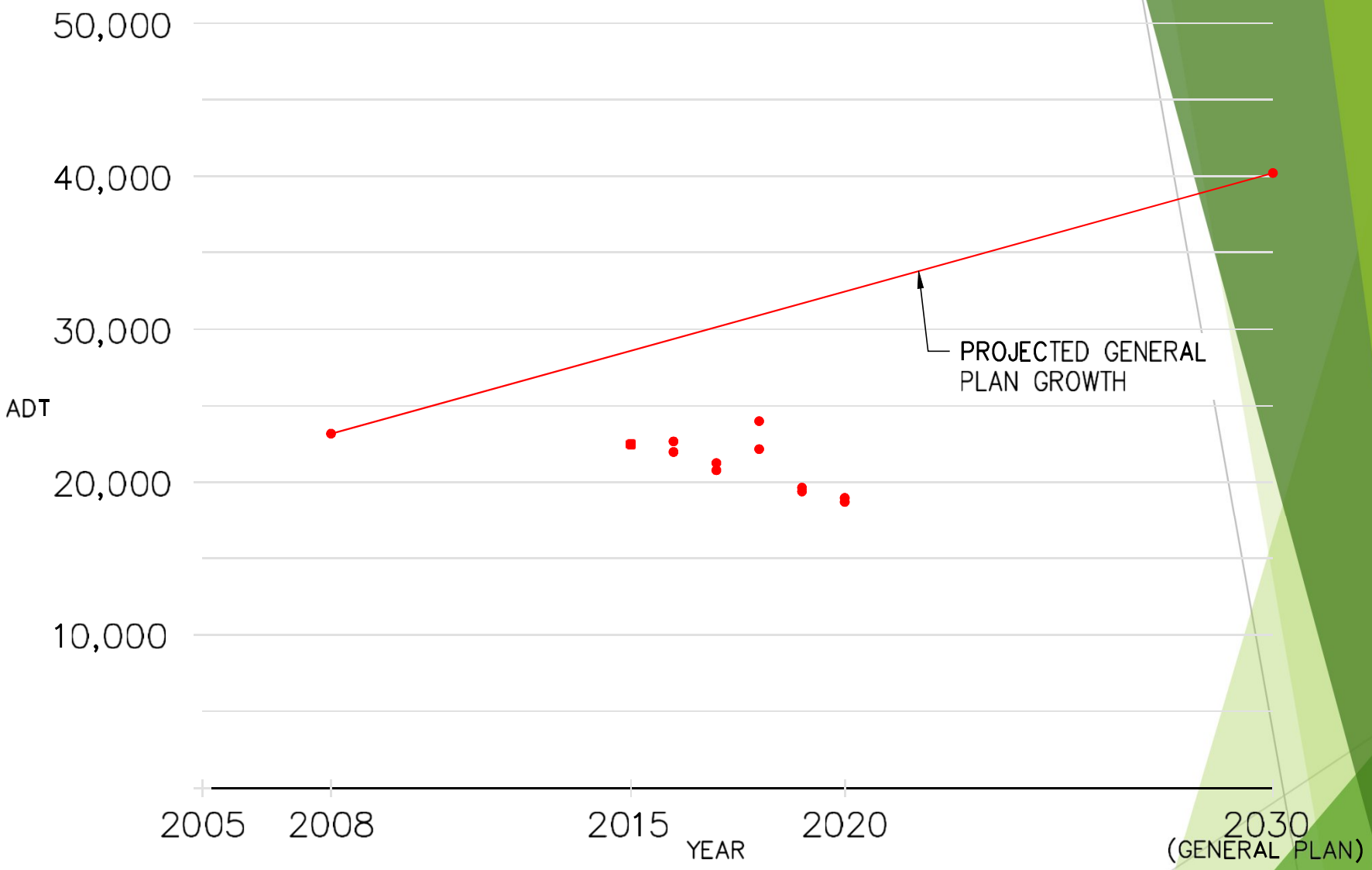
MONTEREY COUNTY, CA

Figure 13



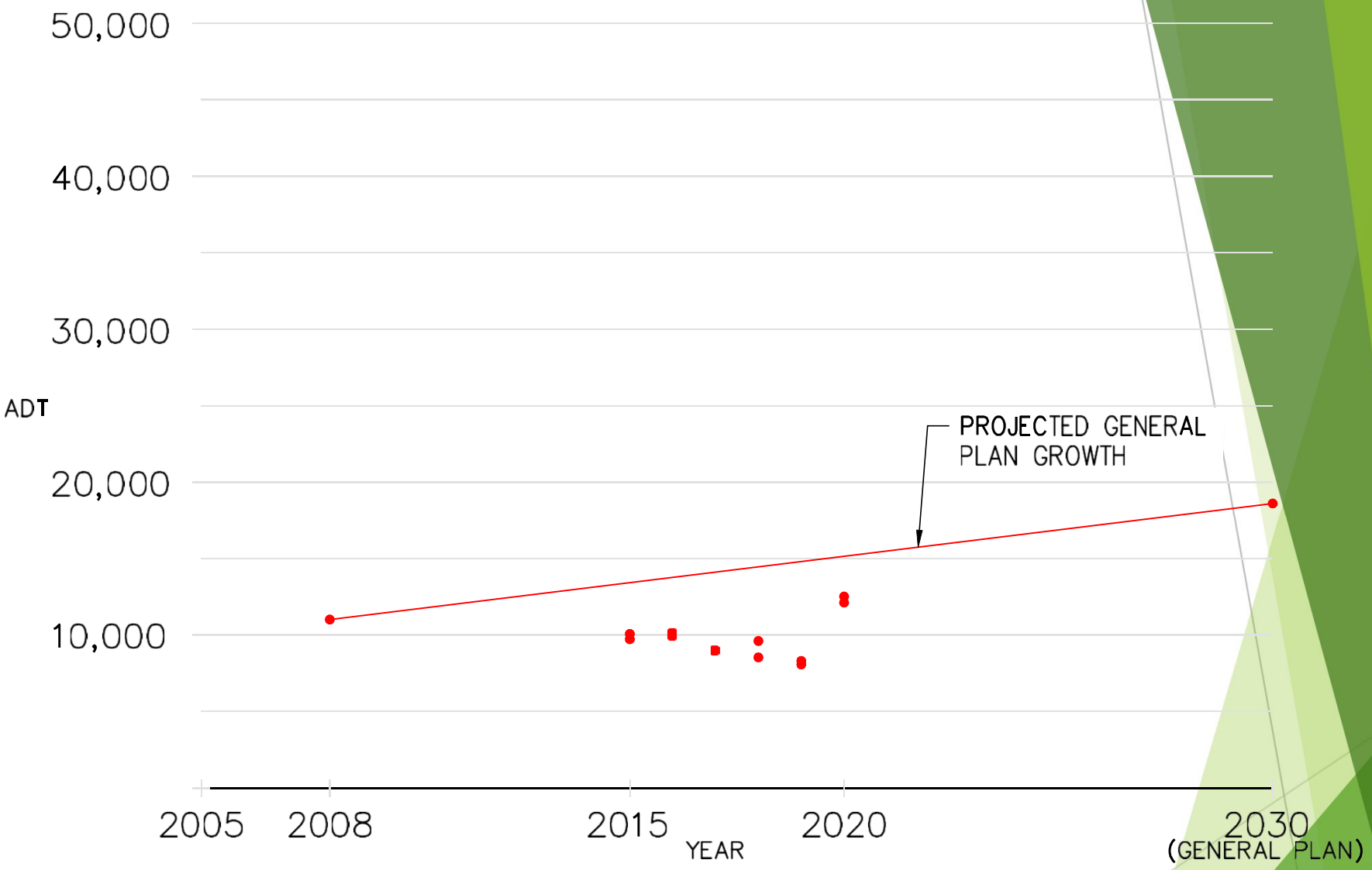
CARMEL VALLEY ROAD
SEGMENT 9 - BETWEEN CARMEL RANCHO BOULEVARD AND RIO ROAD
MONTEREY COUNTY, CA

Figure 14



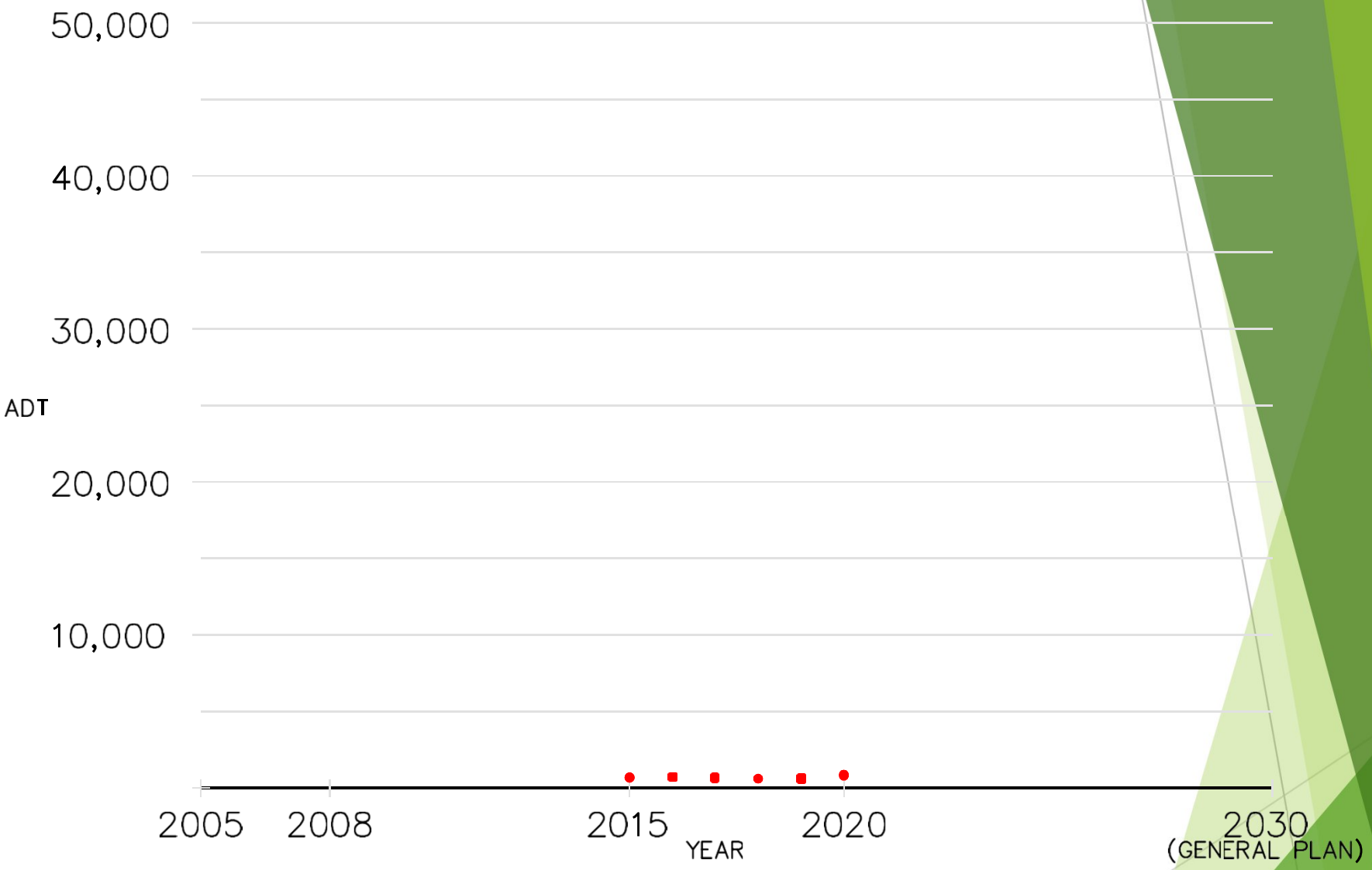
CARMEL VALLEY ROAD
SEGMENT 10 - BETWEEN SR 1 AND CARMEL RANCHO BOULEVARD
MONTEREY COUNTY, CA

Figure 15



CARMEL RANCHO BOULEVARD
SEGMENT 11 - BETWEEN CARMEL VALLEY ROAD AND RIO ROAD
MONTEREY COUNTY, CA

Figure 16



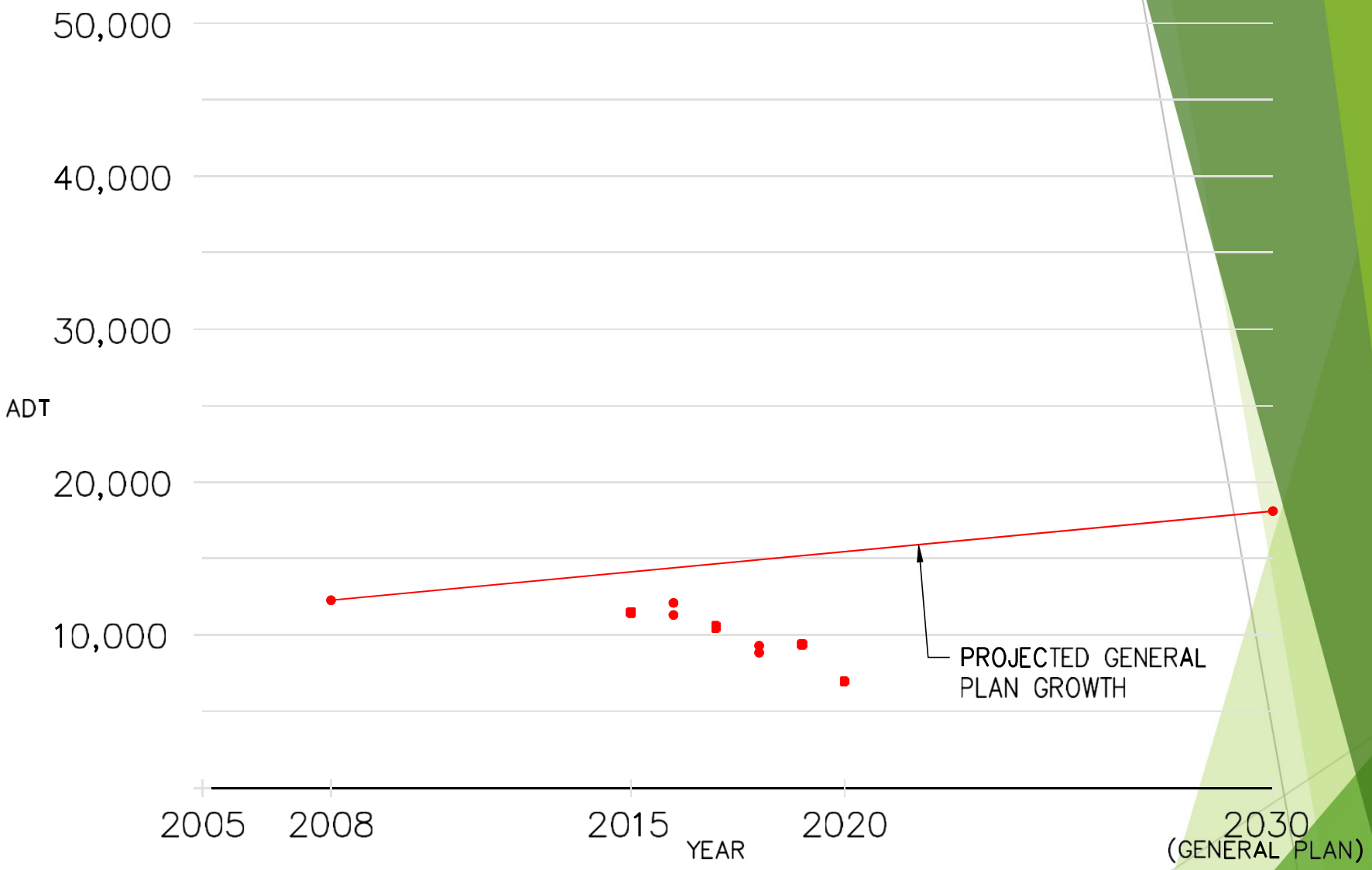
RIO ROAD

SEGMENT 12 - BETWEEN CARMEL RANCHO BOULEVARD AND VAL VERDE DRIVE

MONTEREY COUNTY, CA

NOTE: 2008 AND GENERAL PLAN DATA NOT AVAILABLE

Figure 17



RIO ROAD

SEGMENT 13 - BETWEEN SR 1 AND CARMEL RANCHO BOULEVARD

MONTEREY COUNTY, CA

Figure 18

CARMEL VALLEY ROAD ADVISORY COMMITTEE

- Presented to CVRAC on December 17, 2020

- Feedback Received:
  - Tremendous, clear, concise presentation, great data.
  - Three intersections not on tables - CVR at Valley Greens Drive, Dorris Drive, and Boronda Road.
  - Can we collect and report data on accidents and wait times?
  - Concerns with long-term projections with the dip in data from COVID-19 this year.
  - Is there data on tourism growth?
  - Is there cell phone usage data available for vehicles going through the valley?
  - Can the data be charted against an aging population?
  - Chart vehicles by segment?
  - Data seems high for Segments 8 & 9.
  - Does the data reflect increased volume of people going to the parks?
  - Can we project when LOS F occurs - concerns in lag in responding to traffic, solutions need to be put in effect before reaching that level.
  - Need to look beyond the [General Plan 2030] horizon.

SUMMARY

- No road segments exceed the thresholds for traffic volume.
- No road segments exceed the thresholds for PTSF.
- All of study intersections operating at, or better than, specified LOS.
- Traffic signal warrants not met at study unsignalized intersections.
- None of the 5-year monitoring segments exceed criteria.

Unit Caps

Carmel Valley Tracking

	Buildout as of 2015	2016	2017	2018	2019	2020	Total Units Subtracted	Has Threshold Been Reached?
Carmel Valley Residential Subdivision Cap								
New SFD Lots Created by Subdivision	--	126		0	0	0	126	--
2nd SFD on Single Lot	--						0	--
Apartment Units (not counting 1st unit)	--	1			0		1	--
							Units Remaining	
TOTAL ALLOTMENT	161	127	0	0	0	0	34	No
Carmel Valley Visitor Accommodation Units								
West of Via Mallorca and north of Carmel River	175	0		0	0		175	Yes
East of Via Mallorca including Carmel Valley Ranch	57	0			6	1	50	No

Questions or Comments?

Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Wendy Root Askew to receive and accept a report on:

a. Traffic volumes on Carmel Valley Road for all segments, pursuant to the 2010 General Plan, Carmel Valley Master Plan area; and
b. The Five (5) Year Interval Report.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: 21-070
Agenda Item No.: 25

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

Julian Lorenzana, Deputy

Monterey County

Board Report

Legistar File Number: 21-049

Item No.26

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

January 26, 2021

Introduced: 1/13/2021 **Current Status:** Scheduled PM

Version: 1 **Matter Type:** General Agenda Item

~~a. Approve Amendment No. 4 to the Subdivision Improvement Agreement for the York Highlands Resubdivision for an extension of 24 months (May 22, 2022); and~~
~~b. Authorize the Chair to execute the Amendment and direct the Clerk of the Board to record the Amendment with the County Recorder.~~ (REMOVED VIA SUPPLEMENTAL)

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve Amendment No. 4 to the Subdivision Improvement Agreement for the York Highlands Resubdivision for an extension of 24 months (May 22, 2022); and
b. Authorize the Chair to execute the Amendment and direct the Clerk of the Board to record the Amendment with the County Recorder.

SUMMARY:
An additional two-year extension is needed because further regulatory delays have delayed the transfer of the York Highlands Resubdivision property. Over fifty (50) percent of the subdivision improvements have been completed, and there is ongoing work at this time. The banks and developer are working through regulatory, agency and other delays to secure the final buy-out and construction for the remaining buildout of York Highlands. There have been considerable delays due to difficulties in separating York Highlands from the Monterra HOA in terms of the ongoing management of the CC&R's that are part of the York Highlands approvals. Monterey County Bank and United Security Bank intend to transfer the Resubdivision entitlements and improvement obligations to one or more developers who would in turn complete the subdivision improvements.

Amendment No. 4 amends the names of the corporations through which the banks now hold title. It also would allow the time for completion of the subdivision improvements by extending the Agreement timeline to May 22, 2022. The Banks require the additional time provided in Amendment No. 4 to accomplish the transfer and complete the subdivision work. Amendment No. 4 also specifically includes an indemnification agreement whereby United Securities Bank agrees to immediately indemnify, defend, and hold COUNTY harmless from and against any and all loss, damage or liability, costs or expenses whatsoever, in connection with any third party claim whatsoever (including reasonable attorneys' fees and court costs) from The Don Chapin Co., Inc., Seatec Underground Utilities Company, Inc., and/or their assigns, arising from or in connection with this Subdivision Improvement Agreement.

DISCUSSION:
On May 22, 2012, the Board of Supervisors approved the Subdivision Improvement Agreement for the York Highlands Subdivision between the County of Monterey and Monterey County Bank and United Security Bank. On May 13, 2014, the Board of Supervisors approved the Amendment No. 1 to the County of Monterey Subdivision Improvement Agreement to extend the time for completion of the subdivision improvements. On March 22, 2016, the Board of Supervisors approved Amendment No. 2 to

the County of Monterey Subdivision Improvement Agreement for York Highland Resubdivision between the County of Monterey and to extend the time for completion of the subdivision improvements to May 22, 2018. On June 26, 2018, the Board of Supervisors approved Amendment No. 3 to the County of Monterey Subdivision Improvement Agreement for York Highland Resubdivision between the County of Monterey and to extend the time for completion of the subdivision improvements to May 22, 2020.

Staff recommends the Board of Supervisors approve Amendment No. 4 to extend the County of Monterey Subdivision Improvement Agreement for an additional 24 months through May 22, 2022, including other modifications described above.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has approved Amendment No. 4 as to form.

FINANCING:
There is no financial impact to the General Fund. Sufficient appropriations are available in the Development Services FY2020 -21 Adopted Budget Fund 001, Unit 8196, Appropriation Unit RMA010 to finance this work. The cost of the extension processing is funded with developer fees.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Economic Development; Provide growth in opportunities for housing in Monterey County and provide construction jobs for Monterey County residents.
Infrastructure; Plan and develop a sustainable, physical infrastructure that improves the safety and quality of life for Monterey County residents. Provide for an adequate and safe infrastructure.

X Economic Development
__ Administration
__ Health & Human Services
X Infrastructure
__ Public Safety

Prepared by: Armando Fernandez, Civil Engineer, (831) 755-4873
Reviewed by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks
Approved by: Carl P. Holm, AICP, Director of Housing and Community Development

The following attachments are on file with the Clerk of the Board:
Attachment A - Amendment No. 4
Attachment B - Subdivision Improvement Agreement recorded 5/31/2012
Attachment C - Extension Request Letter 04/21/2020
Attachment D - Engineering Cost Estimate Review Letter 04/21/2020

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Monterey County

Board Report

Legistar File Number: 21-049

Item No.

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

January 26, 2021

Introduced: 1/13/2021 **Current Status:** Agenda Ready
Version: 1 **Matter Type:** General Agenda Item

a. Approve Amendment No. 4 to the Subdivision Improvement Agreement for the York Highlands Resubdivision for an extension of 24 months (May 22, 2022); and
b. Authorize the Chair to execute the Amendment and direct the Clerk of the Board to record the Amendment with the County Recorder.

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a. Approve Amendment No. 4 to the Subdivision Improvement Agreement for the York Highlands Resubdivision for an extension of 24 months (May 22, 2022); and
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SUMMARY:
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Amendment No. 4 amends the names of the corporations through which the banks now hold title. It also would allow the time for completion of the subdivision improvements by extending the Agreement timeline to May 22, 2022. The Banks require the additional time provided in Amendment No. 4 to accomplish the transfer and complete the subdivision work. Amendment No. 4 also specifically includes an indemnification agreement whereby United Securities Bank agrees to immediately indemnify, defend, and hold COUNTY harmless from and against any and all loss, damage or liability, costs or expenses whatsoever, in connection with any third party claim whatsoever (including reasonable attorneys' fees and court costs) from The Don Chapin Co., Inc., Seatec Underground Utilities Company, Inc., and/or their assigns, arising from or in connection with this Subdivision Improvement Agreement.

DISCUSSION:
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DocuSign Envelope ID: 8FD50DD6-C778-4CEC-ADAA-08ADF9850FAB

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Staff recommends the Board of Supervisors approve Amendment No. 4 to extend the County of Monterey Subdivision Improvement Agreement for an additional 24 months through May 22, 2022, including other modifications described above.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has approved Amendment No. 4 as to form.

FINANCING:
There is no financial impact to the General Fund. Sufficient appropriations are available in the Development Services FY2020 -21 Adopted Budget Fund 001, Unit 8196, Appropriation Unit RMA010 to finance this work. The cost of the extension processing is funded with developer fees.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Economic Development; Provide growth in opportunities for housing in Monterey County and provide construction jobs for Monterey County residents.
Infrastructure; Plan and develop a sustainable, physical infrastructure that improves the safety and quality of life for Monterey County residents. Provide for an adequate and safe infrastructure.

X Economic Development
__ Administration
__ Health & Human Services
X Infrastructure
__ Public Safety

Prepared by: Armando Fernandez, Civil Engineer, (831) 755-4873
Reviewed by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks
Approved by: Carl P. Holm, AICP, Director of Housing and Community Development

DocuSigned by:
Randell Ishii
C09779208FE94F3...

DocuSigned by:
Carl P. Holm
35AD84A13E9D46A...

The following attachments are on file with the Clerk of the Board:
Attachment A - Amendment No. 4
Attachment B - Subdivision Improvement Agreement recorded 5/31/2012
Attachment C - Extension Request Letter 04/21/2020
Attachment D - Engineering Cost Estimate Review Letter 04/21/2020

Attachment A

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RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

County of Monterey
Department of Public Works
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AMENDMENT NO. 4 TO THE COUNTY OF MONTEREY SUBDIVISION IMPROVEMENT AGREEMENT FOR YORK HIGHLANDS RESUBDIVISION

This Amendment No. 4 to the County of Monterey Subdivision Improvement Agreement For York Highlands Resubdivision ("Amendment No. 4") is entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "COUNTY"), and Monterey County Bank and United Security Bank (hereinafter "SUBDIVIDERS" or "OWNERS"). Collectively, COUNTY and SUBDIVIDERS or OWNERS are referred to as the "parties".

WHEREAS, a Subdivision Improvement Agreement was executed by the parties and recorded on May 31, 2012 as Official Records Document Number 2012031807 for the York Highlands Resubdivision (hereinafter "Resubdivision", an Amendment No. 1 to said Subdivision Improvement Agreement was executed by the parties and recorded on May 29, 2014 as Official Records Document Number 2014024695, an Amendment No. 2 to said Subdivision Improvement Agreement was executed by the parties and recorded on March 31, 2016 as Official Records Document Number 2016016626, and an Amendment No. 3 to said Subdivision Improvement Agreement was executed by the parties and recorded on September 20, 2018 as Official Records Document Number 2018041573. (The Subdivision Improvement Agreement, as amended pursuant to Amendment Nos. 1, 2 and 3 is hereinafter referred to as "Agreement")

WHEREAS, OWNERS are banks subject to the regulatory authority of the FDIC, and are not proper entities to complete the subdivision improvements;

WHEREAS, OWNER, Monterey County Bank, has transferred certain real property which is the subject of this Agreement to MCBL-1, Inc., a California corp., and the parties have agreed that MCBL-1, Inc., a California corp. shall be added as an OWNER and party to this Agreement;

WHEREAS, OWNER, United Security Bank, has transferred certain real property which is

the subject of this Agreement to York Monterey Properties, Inc., a California corp., and the parties have agreed that York Monterey Properties, Inc., a California corp. shall be added as an OWNER and party to this Agreement;

WHEREAS, it is contemplated in the Agreement that the Resubdivision would be transferred to one or more developers who would in turn complete the subdivision improvements;

WHEREAS, Signature York Highlands, LLC, a California limited liability company purchased certain real property in the York Highlands Resubdivision from OWNERS and installed the first $5,000,000 of subdivision improvements, and the COUNTY released its security in ten (10) lots in the York Highlands Resubdivision as contemplated under the Agreement;

WHEREAS, completion of the remaining subdivision improvements is delayed because the remaining lots in the York Highlands Resubdivision have not yet been transferred to a developer due to various processing and regulatory delays; and

WHEREAS, OWNERS have requested an extension of time under the Agreement to complete the subdivision improvements;

WHEREAS, the parties desire to amend the Agreement to extend the time for completion of the subdivision improvements for the York Highlands Resubdivision;

Now therefore, the parties agree that the Agreement is amended as follows:

1. MCBL-1, Inc., a California corp., is hereby added as an OWNER and party to this Agreement.

2. York Monterey Properties, Inc., a California corp., is hereby added as an OWNER and party to this Agreement.

3. The first sentence of Paragraph d, at line 2 on Page 10, is amended to read as follows:

   Commence the construction and installation of the Improvements and complete said work no later than December 31, 2022, unless otherwise mutually agreed to by the Parties.

4. Paragraph c, to section 20 on page 19 is hereby added to read as follows:

   In addition to, and without alteration to the indemnification provided by this section 20 of this Agreement, United Security Bank, hereby agrees to immediately indemnify, defend, and hold COUNTY harmless from and against any and all loss, damage or liability, costs or expenses whatsoever, in connection with any third party claim whatsoever (including reasonable attorneys' fees and court costs) from The Don Chapin Co., Inc., Seatec Underground Utilities Company, Inc., and/or their assigns, arising from or in connection with this Subdivision Improvement Agreement, including but not

limited to, any claim made against the COUNTY in the existing litigation between those third parties and United Securities Bank and/or Signature York Highlands, LLC. United Security Bank shall have the discretion and authority to choose defense counsel under this subsection of the indemnification clause, subject to approval by and in coordination with the Office of the Monterey County Counsel, which approval shall not be unreasonably withheld.

5. Recordation. Upon execution of this Amendment No. 4 to the Agreement, OWNERS shall cause recordation thereof with the County Recorder's Office.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written below.

OWNER:

MONTEREY COUNTY BANK

DATE: _____ By: _____
Charles T. Chrietzberg, Jr., President

OWNER:

MCBL-1, INC.

DATE: _____ By: _____

OWNER:

UNITED SECURITY BANK

DATE: _____ By: _____
Dennis R. Woods, President

OWNER:

YORK MONTEREY PROPERTIES, INC.

DATE: _____ By: _____

COUNTY OF MONTEREY:

DATE: _____ By: _____
Chair, Board of Supervisors

ATTEST:

DATE: _____ By: _____
Clerk of the Board, Board of Supervisor

APPROVED AS TO FORM:
LESLIE GIRARD, COUNTY COUNSEL
COUNTY OF MONTEREY

DATE: _____ By: _____
Deputy County Counsel

Notary Acknowledgments Follow

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County _____)

On _____ before me, _____, a Notary Public,

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____ before me, _____, a Notary Public,

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(SEAL)

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Attachment B

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Recording Requested By And
When Recorded Return to:

County of Monterey
Department of Public Works
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901

Stephen L. Vagnini
Monterey County Recorder
Filed at the request of
First American Title

RANJELIQUE
5/31/2012
11:02:18

DOCUMENT: **2012031807**

Titles: 1/ Pages: 103

Fees....
Taxes...
Other...
AMT PAID

COUNTY OF MONTEREY

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT hereinafter "AGREEMENT" is made and effective as of the last date opposite the respective signatures, by and between the County of Monterey, a political subdivision of the State of California (hereinafter "COUNTY"), and MONTEREY COUNTY BANK and UNITED SECURITY BANK (hereinafter "SUBDIVIDERS" or "OWNERS").

RECITALS

This AGREEMENT is made with respect to the following facts which each party acknowledges as true and correct:

Final Map: *York Highlands Resubdivision ("RESUBDIVISION")*

Tentative Map Resolutions of Approval No.: *Board of Supervisors Resolution Nos. 11-342 and 12-038*

Title of Improvement Plans: *York Highlands Resubdivision*

Name of Surety or Financial or Other Institution Providing Security Instrument (herafter referred to as "Surety"), Address, and Contact Person:

Estimated Cost of Improvements:

Streets – Public/Private	*$*	*4,067,485.00*
Storm Drain	*$*	*528,170.00*
Sewer	*$*	*927,836.00*
Water	*$*	*1,333,300.00*

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

Landscaping	*$*	*32,545.00*
Other Infrastructure	*$*	*786,000.00*
Estimated Total Cost of Improvements:	*$*	*7,675,336.00*
10% Contingency	*$*	*767,533.60*
10% Construction Management	*$*	*767,533.60*
Faithful Performance Bond *(100% of Estimated Total Costs):*	*$*	
Form of Security, if other than bond: ***deed/trust***	*$*	***9,210,403.20***
Reference Information (e.g. Bond No.): ***N/A***		
Labor & Materials Bond *(50% of Estimated Total Cost):*	*$*	
Form of Security, if other than bond: ***deed/trust***	***$***	***4,605,201.60***
Reference Information (e.g. Bond No.): ***N/A***		
Warranty Security *(20% of Estimated Total Cost):*	*$*	
Form of Security, if other than bond: ***deed/trust***	***$***	***1,842,080.64***
Reference Information (e.g. Bond No.): ***N/A***		
Estimated Total Cost of Monumentation	*$*	*34,000.00*
Form of Security, if other than bond: ***deed/trust***		***($34,000.00)***
Reference Information (e.g. Bond No.): ***N/A***		

A. The RESUBDIVISION involved a redesign of a portion of Monterra Phase VIII and all of Monterra Phase X arising out of the failure by the Monterra Ranch Subdivision developer MONTERRA RANCH PROPERTIES, LLC, a California limited liability company to perform its obligations to complete improvements for Monterra Phase VIII and Phase X as set forth in those documents entitled "Monterey County Subdivision Improvement Agreement" recorded at Document No. 2005095835 on September 14, 2005 and "Monterey County Subdivision Improvement Agreement For Monterra Ranch Phase X" recorded at Document No. 2005127220 on December 1, 2005 filed with the

Monterey County Recorder in the County of Monterey (hereinafter "PRIOR SUBDIVISION IMPROVEMENT AGREEMENTS").

B. Existing Deeds of Trust encumber the properties within the RESUBDIVISION in favor of the County of Monterey to guarantee faithful performance of the work required to complete Monterra phased subdivision improvements including (1) that Deed of Trust given by Hanover-Monterra Investors, II filed for record on September 29, 1992 in Reel 2851 at Page 689; (2) that Deed of Trust given by Monterra Ranch Properties LLC, a California limited liability company at Document 2005095835 filed for record on September 14, 2005, and (3) that Deed of Trust given by Monterra Ranch Properties LLC, a California limited liability company at Document 2005127220 filed for record on December 1, 2005 each recorded in the Official Records in the Office of the Recorder for the County of Monterey, State of California ("hereinafter EXISTING DEEDS OF TRUST"). From the time of recordation of these EXISTING DEEDS OF TRUST, a lien attached to the properties within Monterra Phase VIII and Monterra Phase X and such lien has the priority of a judgment lien in the amount necessary to complete the Improvements not to exceed the amount specified in the PRIOR SUBDIVISION IMPROVEMENT AGREEMENTS.

C. Monterey County Bank and United Security Bank are owners of property located within the YORK HIGHLANDS RESUBDIVISION.

D. In 2009, COUNTY notified OWNERS and other property owners of lots in Monterra Phases VIII and X that the County expected the current owners of property within Monterra Phases VIII and X to take necessary steps to provide adequate security for the completion of subdivision improvements, and that if appropriate substitute security was not received, the County may either initiate foreclosure proceedings on the EXISTING DEEDS OF TRUST securing completion of improvements and payment to contractors under the PRIOR SUBDIVISION IMPROVEMENT AGREEMENTS, or initiate reversion proceedings to revert the subdivision to acreage as provided by law.

E. In 2010, COUNTY notified OWNERS that COUNTY would refrain from such foreclosure or reversion proceedings to facilitate the RESUBDIVISION of Monterra Phases VIII and X to afford OWNERS an opportunity to provide appropriate security.

F. OWNERS presented to COUNTY for approval and recordation a final map of the RESUBDIVISION pursuant to the Subdivision Map Act (California Government Code Section 66499.20-1/2) and COUNTY ordinances and regulations relating to the filing, approval and recordation of subdivision maps. The Subdivision Map Act and COUNTY ordinances and regulations relating to the filing, approval and recordation of subdivision maps are collectively referred to in this AGREEMENT as the "Subdivision Laws."

G. A vesting tentative map of the RESUBDIVISION has been approved subject to the Subdivision Laws and to the requirements and conditions of approval ("Conditions of Approval") contained in Board of Supervisors Resolution Nos. 11-342 and 12-038 ("Resolutions"). These Resolutions are on file in the office of the Clerk to the Board of Supervisors and are incorporated into this AGREEMENT by reference.

H. In consideration of approval of a final map for the RESUBDIVISION by the County Board of Supervisors and reimbursement for costs incurred beyond its proportionate share of subdivision improvement costs, OWNERS desire to enter into this AGREEMENT, whereby OWNERS promise to complete all the improvement work described in the Improvement Plans (hereinafter "Improvements") within the RESUBDIVISION. OWNERS intend to transfer their respective properties within the RESUBDIVISION to one or more developers (hereinafter individually "DEVELOPER", and collectively, "DEVELOPERS"). Pursuant to Paragraph 9 herein, in the event of such transfer, each DEVELOPER will assume all obligations of the transferor OWNER(S) under this AGREEMENT by executing a replacement agreement to this AGREEMENT as part of the transfer of the properties within the RESUBDIVISION, thereby relieving the transferor OWNER(S) of their obligations hereunder..

I. OWNERS have secured this AGREEMENT by improvement security required by the Subdivision Laws and approved by the Office of the County Counsel.

J. Complete Improvement Plans for the construction, installation and completion of the Improvements have been prepared by OWNERS and approved by the County Engineer (hereinafter "Improvement Plans"). These Improvement Plans identify some changes or alterations in the work identified on the improvement plans for Monterra Ranch Phase VIII, and engineer estimates identify that such changes or alterations will substantially reduce the cost of improvements. The Improvement Plans for this RESUBDIVISION are on file in the office of the County Engineer and are incorporated into this AGREEMENT by reference. All references in this AGREEMENT to the Improvement Plans shall include reference to any specifications for the Improvements as approved by the County Engineer. The term "County Engineer" as used in this AGREEMENT refers to the COUNTY Director of Public Works or his/her designee licensed to practice civil engineering in the State of California.

K. Within thirty (30) days after completion of the required Improvements and their acceptance or approval by COUNTY, it is necessary that certain monuments and stakes as specified on the final map for the RESUBDIVISION be installed.

NOW, THEREFORE, in consideration of the approval and recordation by the COUNTY of the final map of the RESUBDIVISION and the mutual convenants and agreements contained herein, OWNERS and COUNTY agree as follows:

1. **Partial Reconveyances of Existing Deeds of Trust.** COUNTY shall release the properties located within the RESUBDIVISION from the EXISTING DEEDS OF TRUST (copies of which are attached hereto as Exhibit A) upon completion of one or both of the following:

   (a) Full and complete payment of mechanic's liens encumbering each of the existing lots located within the boundaries of the RESUBDIVISION *prior* to recordation of the final map for the RESUBDIVISION; and/or

   (b) The recordation of a separate promissory note for each reconfigured lot within the RESUBDIVISION each secured by a new First Deed of Trust, respectively. The amount of each such new promissory note is $105,217.55. Said promissory notes and corresponding First Deeds of Trust, in the form

attached hereto as Exhibit B. shall be recorded for each lot concurrently with the recordation of the final map for the RESUBDIVISION

COUNTY shall not reconvey and release any of the Remaining Phase VIII properties under the Existing Deeds of Trust including that certain Deed of Trust given by Hanover-Monterra Investors, II filed for record on September 29, 1992 in Reel 2851 at Page 689, and that certain Deed of Trust given by Monterra Ranch Properties LLC, a California limited liability company at Document 2005095835 filed for record on September 14, 2005, each recorded in the Official Records in the Office of the Recorder for the County of Monterey, State of California ("1992 and Phase VIII Deeds of Trust") . The 1992 and Phase VIII Deeds of Trust shall remain as security to secure completion of subdivision improvements for the Remaining Phase VIII Properties, and to secure payment of costs for completion of subdivision improvement that benefit the Remaining Phase VIII Properties, including but not limited to providing reimbursement to OWNERS for actual costs expended beyond OWNERS' proportionate share that benefits the Remaining Phase VIII Properties secured by the 1992 and Phase VIII Deeds of Trust. Copies of the forms of reconveyance are attached as Exhibit C.

2. **Substitute Security.** OWNERS shall at all times guarantee performance of this AGREEMENT by furnishing to COUNTY good and sufficient security acceptable to COUNTY and in conformity with the Subdivision Laws on forms approved by COUNTY and by maintaining said security for the purposes and in the amounts as follows:

   a. **New Deeds of Trust.** New subordinated deeds of trust in favor of the County of Monterey in the form attached hereto as Exhibit D and incorporated herein by reference ("Subordinated Deeds of Trust") shall be recorded concurrently with the recordation of the final map for the RESUBDIVISION. A first deed of trust for Lots 3, 4 and 5 in the form attached hereto as Exhibit E shall also be recorded in favor of the County of Monterey concurrently with the recordation of the final map for the RESUBDIVISION These Subordinated Deeds of Trust and first deed of trust for Lots 3, 4 and 5 shall secure the amount of 100% of the estimated cost of the Improvements to guarantee construction and installation of all the

Improvements, plus 50% of the estimated costs of the Improvements to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor and materials for the Improvements required to be constructed or installed pursuant to this AGREEMENT; plus 20% of the estimated cost of the Improvements to guarantee or warranty the work done pursuant to this AGREEMENT for a period of one (1) year following the completion and acceptance or approval thereof by COUNTY against any defective work or labor done or defective materials furnished; plus 100% of the estimated cost of setting subdivison monuments. From the time of recordation of the Subordinated Deeds of Trust, a lien shall attach to the real property described in Exhibit 1 to said Subordinated Deeds of Trust, and such lien shall have priority of a judgment lien in the amount neceessary to complete the Improvements not to exceed the amounts specified in the recitals to this Agreement.

b. Upon request of OWNERS, COUNTY shall execute any and all documents necessary to subordinate the Subordinated Deeds of Trust securing performance hereunder, executed by OWNERS or OWNERS' sucessors in interest, in order to, secure a construction loan or loans constituting security pursuant to Government Code Section 66499(a)(2) or 66499(a)(3) for the construction of the Improvements set forth in this AGREEMENT. At such time as the OWNERS or OWNERS' successors interest submit that such construction loan or loans are secured, COUNTY shall release the properties encumbered by the Subordinated Deeds of Trust through the partial reconveyances as provided in Paragraph 2(c).

c. **Substitute Security.** COUNTY shall reconvey the Subordinated Deeds of Trust releasing certain lots within the RESUBDIVISION at such time as the certain funds are irrevocably committed to a loan commitment account or other acceptable form of security approved by County Counsel consistent with Government Code Section 66499(a)(2) or 66499(a)(3) as follows:

i. COUNTY shall release ten (10) lots selected by OWNERS within the RESUBDIVISION upon a first installment of committed funds in the sum of $5 million;

ii. COUNTY shall release an additional nine (9) lots selected by OWNERS within the RESUBDIVISION upon a second installment of committed funds in the sum of $5 million;

iii. COUNTY shall release the first deed of trust recorded on the remaining three (3) lots, Lots 3, 4, and 5, within the RESUBDIVISION upon a third installment of committed funds in the remaining security amounts or receipt of certification of completion of subdivision improvements by a qualified engineer. COUNTY may retain from such security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees incurred by COUNTY in successfully enforcing the obligation secured.

Any replacement security as provided herein, shall be filed with the COUNTY.

d. The security provided herein shall not affect the personal liability of any person for payment of the indebtedness secured by the EXISTING DEEDS OF TRUST. OWNERS shall be entitled to reimbursement of costs incurred beyond OWNERS' proportionate share of shared subdivision improvements secured by the EXISTING DEEDS OF TRUST as set forth in Paragraph 3.

3. **Reimbursement.** COUNTY agrees that some of the subdivision improvements under the Improvement Plans including street, drainage, sewer and water lines, and other underground utilities will benefit the remaining properties within Monterra Phase VIII located outside of the RESUBDIVISION ("Remaining Phase VIII Properties). The Improvement Plans identify some changes or alterations in the work identified on the improvement plans for the originally designed Monterra Ranch Phases VIII and X, and engineer estimates identify that such changes or alterations will reduce the cost of improvements. COUNTY shall not reconvey the EXISTING DEEDS OF TRUST releasing the Remaining Phase VIII Properties, which shall continue to secure the

completion of subdivision improvements, as modified under the Improvement Plans for the RESUBDIVISION, and payment to contractors under the PRIOR SUBDIVISION IMPROVEMENT AGREEMENTS. OWNERS shall be entitled to reimbursement of actual amounts incurred beyond the proportionate share of subdivision improvement costs for the RESUBDIVISION that benefit the Remaining Phase VIII Properties. Any recovery by the COUNTY in exercising its remedies under the EXISTING DEEDS OF TRUST shall be used to repay or reimburse OWNERS of the RESUBDIVISION for costs incurred by OWNERS for completion of subdivision improvements beyond OWNERS' proportionate share of the costs of shared subdivision improvements, but such recovery is not the exclusive repayment source for this reimbursememt. The proportionate share of costs of shared subdivision improvements located within the RESUBDIVISION boundaries benefitting the Remaining Phase VIII Properties are currently estimated at Eight Hundred and Fifty Thousand Dollars ($850,000.00).

4. **OWNERS' Obligations to Construct Improvements.** OWNERS intend to transfer their respective properties within the RESUBDIVISION to a one or more developers who will carry out the obligation of the transferor OWNERS(S) to construct the subdivision improvements for the RESUBDIVISION, thereby relieving the transferor OWNER(S) from such obligations. OWNERS agree to the obligations set forth herein provided that in the event of such transfer to DEVELOPER, COUNTY shall duly execute a replacement agreement agreeing to the full transfer of the obligations of the transferor OWNER(S) to DEVELOPER(S) in the form attached as Exhibit F. OWNERS shall:

   a. Comply with all of the requirements of the Conditions of Approval of the vesting tentative map for the RESUBDIVISION.

   b. Construct and install all of the Improvements in conformance with the Improvement Plans for the RESUBDIVISON and applicable County and State standards subject to reimbursement as provided in Paragraph 3 above.

   c. All required off-site Improvements included in the Improvement Plans shall be completed prior to or concurrently with on-site work and shall be substantially

completed to the satisfaction of the County Engineer prior to the granting of occupancy for any new unit:

d. Commence the construction and installation of the Improvements within one year from the COUNTY'S approval of said final map and complete said work within two years from the date of said approval unless otherwise approved by the COUNTY. Any extension shall be in accordance with the provisions of Title 19 of the Monterey County Code. Any such extension may be granted without notice to any party who posts loan funds or other acceptable form of security pursuant to Paragraph 2 (the SECURITY PROVIDER") and shall not affect the validity of this AGREEMENT or release any security given under this AGREEMENT. Strikes, boycotts, or similar actions by employees or labor organizations which prevent the conducting of work and which were not caused by or contributed to by OWNERS, shall constitute good cause for an extension of the time for completion. As a condition of such extension, the County Engineer may require OWNERS to furnish new security guaranteeing performance of this AGREEMENT as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the County Engineer.

e. Acquire and dedicate, or pay the cost of acquisition by COUNTY, of all rights-of-way, easements and other interests in real property for construction or installation of the Improvements within RESUBDIVISION, free and clear of all liens and encumbrances that compromise or interfere with the intended purposes of the rights-of-way, easements, or other interests.

f. **Erosion Control**. OWNERS will take all necessary actions during the course of construction to prevent erosion damage to adjacent properties during inclement weather. It is understood and agreed that in the event of failure on the part of OWNERS to prevent erosion, COUNTY may do the work on an emergency basis and back-charge the OWNERS for the actual expenses incurred, and, if necessary, after providing notice to OWNERS, proceed against the Faithful Performance Security to cover COUNTY'S expenses.

5. **Underground Utilities.** The following new utilities provided for in this RESUBDIVISION shall be placed underground: electric power lines, gas lines, water lines, telephone lines, and television cables, if applicable. Underground utility services, including laterals to the lots, shall be installed prior to placement of road base, concrete curb, and gutter and/or gutter and/or A.C. Dike and pavement.
6. **Fire Hydrants, Roads, Sewer, and Storm Drainage Systems.** OWNERS shall pay for all maintenance and operation of private roads and private drives, fire hydrants, sewer, and storm drainage systems from the time of installation until acceptance or approval of the Improvements by the Board of Supervisors and until a Homeowners' Association duly incorporated and certified by the Secretary of the State of California and in good standing or other entity with legal authorization to collect fees sufficient to support the services is formed and assumes responsibility for the services. Fire hydrants shall be fully operational prior to occupancy of any dwelling within the RESUBDIVISION unless otherwise approved by the fire protection agency with jurisdiction.
7. **Planting and Maintenance of Cut and Fill Area.** In addition to any landscaping requirements imposed by the Conditions of Approval, OWNERS shall seed and/or plant all cut and fill areas of the RESUBDIVISION as approved by the County Engineer including private drives as shown on said final map. All erosion control work shall be done prior to the acceptance of the Improvements. The seeding and planting work shall be done between November and April or sufficient water provided to ensure germination and growth until established. OWNERS shall directly maintain or guarantee through agreement or other means acceptable to the County Engineer, maintenance of the planted areas for one year from the time of completion of the work above described.
    a. Six months prior to termination of the one-year maintenance period, the plantings shall exhibit a normal healthy growth sufficient in the opinion of the County Engineer to control erosion. If in the opinion of the County Engineer, this condition does not exist, replanting shall be done at the OWNERS' expense. If necessary, topsoil and commercial fertilizer shall be used to promote the desired effect. The planted areas and streets shall be kept by OWNERS in a clean, neat,

and workmanlike condition, free of trash and other unsightly materials that might accumulate because of planting and landscaping activities. Any failure of the cut or fill slopes within the one-year maintenance period shall be rectified by OWNERS.

b. Should the OWNERS request the release of the security described in this AGREEMENT, prior to the end of the maintenance period, OWNERS shall deliver to COUNTY a landscape and maintenance bond (or other security approved by the County) in the amount of the estimted cost of maintaining such landscaping. The bond shall be for a period consisting of the remainder of the one-year maintenance period and in a form approved by the County Engineer and Office of the County Counsel and shall be conditioned upon the performance of this AGREEMENT.

c. The parties agree that upon expiration of the one-year maintenance period, the OWNERS or OWNERS' successor shall assume maintenance of the planted areas within the RESUBDIVISION with exception of private driveways, which shall be maintained by individual property owners.

8. **Acquisition and Dedication of Easements or Rights-Of-Way**. If any of the Improvements and land development work contemplated by this AGREEMENT is to be constructed or installed on land not owned by OWNERS, no construction or installation on such land shall be commenced before:

a. The offer of dedication to COUNTY of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owners to allow construction or installation of the improvements or work, or

b. The dedication to, and acceptance by, COUNTY of appropriate rights-of-way, easements or other interests in real property, as determined by the County Engineer, or

c. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. OWNERS shall comply in all respects with the order of possession.

Nothing in this section shall be construed as authorizing or granting an extension of time to OWNERS.

9. **Binding on Successors and Assigns.** This AGREEMENT shall be binding upon the successors and assigns of each of the parties. Sale of all or part of the lands of the underlying RESUBDIVISION shall not serve to transfer the obligations of the OWNERS under this AGREEMENT. All obligations under this AGREEMENT attach to OWNERS until all obligations of OWNERS are fulfilled or transferred by substitution of replacement agreement and replacement securities acceptable to COUNTY. COUNTY understands that OWNERS intend to transfer the RESUBDIVISION property, or portions thereof to one or more DEVELOPER(S), whereupon the obligations of each transferor OWNER under this AGREEMENT will be transferred to such DEVELOPER(S) under a duly executed replacement agreement in the form attached as Exhibit F. Upon submittal of a replacement agreement executed by such DEVELOPER(S), COUNTY shall accept such replacement agreement and execute same thereby relieving each transferor OWNER of all obligations under this AGREEMENT.

10. **Inspection.** OWNERS shall retain a qualified and independent consulting Civil Engineer(s) to inspect construction of the Improvements and to certify that the Improvements are constructed in conformance with the Improvement Plans and any approved addenda thereto and applicable ordinances and regulations. An encroachment permit shall be required for any work in the County right-of-way. OWNERS shall at all times maintain proper facilities and safe access for periodic inspection of the Improvements by COUNTY. Upon completion of the work, the OWNERS' Engineer shall file original sealed "as built" plans with County Engineer and shall submit a sealed letter to County Engineer certifying that OWNERS' Engineer has inspected the Improvements throughout construction and that said Improvements are completed in conformance with the Improvement Plans and in accordance with this AGREEMENT. Thereafter, the County Engineer shall file the notice of completion of the Improvements with the County Board of Supervisors. No Improvements shall be finally accepted or approved by COUNTY unless all aspects of the work have been inspected and certified

as completed in accordance with the Improvement Plans and County standards. OWNERS shall bear all costs of plan check, inspection and certification.

11. **Injury to Improvements, Public Property or Public Utilities Facilities.** OWNERS shall replace or have replaced, or repair or have repaired, as the case may be, all Improvements, public utilities facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this AGREEMENT. OWNERS shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this AGREEMENT, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by COUNTY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the County Engineer.

12. **Permits**. OWNERS shall, at OWNERS' expense, obtain all necessary permits and licenses for the construction and installation of the Improvements under this AGREEMENT, give all necessary notices, and pay all fees and taxes required by law.

13. **Default of OWNER(S).**

    a. Default of OWNERS shall include, but not be limited to, OWNERS' failure to timely commence or complete construction of the Improvements; OWNERS' failure to timely cure any defect in the Improvements; or OWNERS' failure to perform any other obligation under this AGREEMENT.

    b. Default of OWNERS shall also include OWNERS' insolvency, appointment of a receiver or the filing of any petition in bankruptcy, either voluntary or involuntary, which OWNERS fail to discharge within thirty (30) days; or action by a banking regulatory agency with appropriate jurisdiction that prevents either owner or both from fulfilling the obligations set forth herein, or the commencement of a foreclosure action against the RESUBDIVISION

or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure. Notwithstanding the foregoing, the COUNTY may find OWNERS are not in default under this subsection if COUNTY finds that OWNERS, in the opinion of the COUNTY Engineer, continue to prosecute construction of the Improvements to completion and the securities provided pursuant to this AGREEMENT remain in full force and effect.

c. COUNTY reserves to itself all remedies available to it at law or in equity for breach of the OWNERS' obligations under this AGREEMENT. COUNTY shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate COUNTY damages in event of default by OWNERS. The right of COUNTY to draw upon or utilize the security is additional to and not in lieu of any other remedy available to COUNTY. COUNTY reserves to itself all remedies available to it at law or in equity for breach of the original developer's obligations under the PRIOR SUBDIVISION AGREEMENTS. The sums provided by the improvement security may be used by COUNTY for the completion of the Improvements in accordance with the approved Improvement Plans.

d. In the event of OWNERS' default under this AGREEMENT, OWNERS authorize COUNTY to perform such obligation twenty (20) days after mailing written notice of default to OWNERS and to all SECURITY PROVIDERS, and OWNERS agree to pay the entire cost of such performance by COUNTY.

e. COUNTY may take over the work and prosecute the same to completion, by contract or by any other method COUNTY may deem advisable, for the account and at the expense of OWNERS, COUNTY may realize on any security posted pursuant to this AGREEMENT for any excess cost or damages occasioned COUNTY thereby; and, in such event, COUNTY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property

belonging to OWNERS, as may be on the site of the work and necessary for performance of the work.

f. In the event that OWNERS fail to perform any obligation under this Agreement, OWNERS agree to pay all costs and expenses incurred by COUNTY in securing performance of such obligations, including costs of suit and reasonable attorneys' fees.

g. The failure of COUNTY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or subsequent default or breach by OWNERS.

h. OWNERS recognize that by approval of the final map for RESUBDIVISION, COUNTY has conferred substantial rights, including the right to sell, lease, or finance lots within the RESUBDIVISION, and has taken the final act necessary for the resubdivision of the property. As a result, OWNERS recognize that COUNTY will be damaged by OWNERS' failure to perform its obligations under this AGREEMENT, including but not limited to, failure to complete construction of Improvements by the time established in this AGREEMENT. COUNTY shall be entitled to all remedies available to it pursuant to this AGREEMENT and the Subdivision Laws in the event of a default by OWNER.

14. Warranty. OWNERS shall guarantee and warranty the work done pursuant to this Agreement for a period of one (1) year following the completion of the work and Improvements and acceptance or approval thereof by the COUNTY against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by OWNERS fails to fulfill any of the requirements of this AGREEMENT or conform to the Improvement Plans and specifications referred to herein, OWNERS shall without delay and without any cost to COUNTY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should OWNERS fail to act

promptly or in accordance with this requirement, OWNERS hereby authorize COUNTY, at COUNTY'S option, to perform the work twenty (20) days after mailing written notice of default to OWNERS and to all SECURITY PROVIDERS, and OWNERS agree to pay the cost of such work by COUNTY. Should COUNTY determine that an emergency requires repairs or replacements to be made before OWNERS can be notified, COUNTY may, in its sole discretion, make the necessary repairs or replacements to the Improvements or perform the necessary work, and OWNERS shal pay to COUNTY the cost of such emergency repairs, not to exceed the maximum amount of the warranty security under this AGREEMENT.

15. **OWNERS Not Agent of County.** Neither OWNERS nor any of OWNERS' agents or contractors are or shall be considered to be agents of COUNTY in connection with the performance of OWNERS' obligations under this Agreement.
16. **Injury to Work.** Until such time as the Improvements are accepted or approved by COUNTY, OWNERS shall be responsible for and bear the risk of loss to any of the Improvements constructed or installed. Until such time as all Improvements required by this AGREEEMENT are fully completed and accepted or approved by COUNTY, OWNERS will be responsible for the care, maintenance of, and any damage to such Improvements. COUNTY shall not, nor shall any officer or employee thereof be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or Improvements specified in this AGREEMENT prior to the completion and acceptance of the work or Improvements. All such risks shall be the responsibility of and are hereby assumed by OWNERS.
17. **Other Agreements.** Nothing contained in this AGREEMENT shall preclude COUNTY from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other parties for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of COUNTY ordinances providing therefor and consistent with the terms of this AGREEMENT. Nothing in this AGREEMENT shall be construed to create a third party beneficiary, or to create rights on any third party not otherwise provided for by law.

18. **OWNERS' Obligation to Comply with Good Construction Practices.** Until final acceptance of the Improvements, OWNERS shall take all reasonable actions consistent with prevailing safety standards and generally accepted good construction practices to protect the public.

19. **Vesting of Ownership.** Upon acceptance or approval of the work on behalf of COUNTY and recordation of the Notice of Completion, ownership of the Improvements constructed pursuant to this Agreement shall vest as shown on the Final Map and in accordance with the provisions set forth in the Conditions of Approval.

20. **Indemnity/Hold Harmless.**

    a. COUNTY or any officer, agent, or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of OWNERS, its agents or employees in the performance of this AGREEMENT. OWNERS further agree to protect, defend, indemnify, and hold harmless COUNTY, its officials, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, including but not limited to attorneys fees and litigation expenses, because of, or arising out of, acts or omissions of OWNERS, its agents or employees in the performance of this AGREEMENT, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the Improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said RESUBDIVISION, and the Improvements as provided herein.

    b. Acceptance or approval by COUNTY of the Improvements shall not constitute an assumption by COUNTY of any responsibility for any damage or taking covered by this paragraph. COUNTY shall not be responsible for the design or construction of the RESUBDIVISION or the Improvements pursuant to the approved Improvement Plans or map, regardless of COUNTY'S approval of the plans or map, unless the particular improvement design was specifically required

by COUNTY over written objection by OWNERS submitted to the County Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. Except as may be provided above, COUNTY shall not be liable for approving, reviewing, checking, or correcting any plans or specifications or for approving, reviewing or inspecting any work or construction. Nothing contained in this paragraph is intended to or shall be deemed to limit or waive any protections or immunities afforded by law to COUNTY, its officials, agents and employees, by virtue of COUNTY'S approval of the plan or design of the Improvements, including without limitation the protections and immunities afforded by Government Code Section 830.6. After acceptance or approval of the Improvements, OWNERS shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect, to the extent required by law. It is the intent of this paragraph that OWNERS shall be responsible for all liability for design and construction of the Improvements installed or work done pursuant to this AGREEMENT and that COUNTY shall not be liable for approving, reviewing or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this paragraph.

21. **Insurance**. Without limiting OWNERS' duty to indemnify the COUNTY, OWNERS shall maintain in effect throughout this AGREEMENT a policy or policies of insurance with the limits of liability specified herein. COUNTY does not and shall not waive any rights against OWNERS which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by COUNTY of any deposit with COUNTY by OWNERS or any of the insurance policies described in herein. The aforesaid hold harmless agreement by OWNERS shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid activities or operations referred to herein, regardless of whether or not COUNTY has prepared, supplied or approved plans and/or specifications for the RESUBDIVISION, or

regardless of whether or not such insurance policies have been determined to be applicable to any such damages or claims for damages. Further, OWNERS shall not commence work under this AGREEMENT until OWNERS shall have obtained all insurance required herein. All requirements herein shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

a. Workers' Compensation Insurance. OWNERS shall maintain, during the life of this AGREEMENT, workers compensation insurance for all OWNERS' employees employed at the site of improvements in accordance with California Labor Code Section 3700 and with a minimum of $1,000,000 per occurrence for employer's liability. OWNERS shall require any contractor or subcontractor similarly to provide worker's compensation insurance for all contractors' and/or subcontractors' employees, unless such employees are covered by this protection afforded by OWNER. In any case, if any class of employees engaged in work under this AGREEMENT at the site of the project is not protected under any workers' compensation law, OWNERS shall provide insurance acceptable to COUNTY for the protection of employees not otherwise protected. OWNERS hereby indemnify COUNTY for any damage resulting from failure of either OWNERS or any contractor or subcontractor to take out or maintain such insurance.

b. Commercial General Liability Insurance. OWNERS shall take out and maintain during the life of this AGREEMENT such commercial general liability insurance as shall protect the COUNTY, its officers, agents and employees, OWNERS and any contractor or subcontractor performing work covered by this AGREEMENT from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from OWNERS' or any contractor's or subcontractor's operations hereunder, whether such operations be by OWNERS or any contractor or subcontractor, or by anyone directly or indirectly employed by either OWNERS or any contractor or subcontractor performing work covered by this AGREEMENT. The amount of such insurance shall not be

less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for contractual liability, independent contractors, personal injury, broadform property damage, explosion, collapse and underground (XCU) products and completed operations.

c. Business automobile liability insurance: OWNERS shall maintain during the life of this AGREEMENT 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 of not less than $1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage.

d. Professional liability insurance: In connection with Section 19.B. above which provides that OWNERS shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect and that OWNERS shall be responsible for all liability for design and construction of the Improvements installed or work done pursuant to this AGREEMENT, OWNERS shall maintain in effect throughout the term of this AGREEMENT, professional liability insurance, as applicable, in the amount of not less than $1,000,000 per claim and $3,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this AGREEMENT.

e. All insurance required by this AGREEMENT shall be with a company acceptable to the COUNTY and authorized by law to transact insurance business in the State of California. The general liability insurance policies shall contain a standard form of endorsement, with coverage equal to that provided by ISO Form 20 10

(11-85 edition) insuring and naming the COUNTY OF MONTEREY, its officers, agents and employees as additional insureds and providing that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance or self-insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the OWNERS' insurance. Prior to or concurrently with the execution of this AGREEMENT, OWNERS shall furnish COUNTY with a certificate of insurance, showing that the OWNERS have in effect the insurance required by this AGREEMENT and showing that each carrier is required to give COUNTY at least thirty (30) days written prior notice of any cancellation or reduction in coverage of any policy during the effective period of this AGREEMENT. OWNERS shall file with the COUNTY 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 of this AGREEMENT, which shall remain in full force and effect.

22. **Time for Commencement of Work/Time Extensions.** OWNERS shall commence construction of the Improvements required by this AGREEMENT within one year of execution of this AGREEMENT. Any extensions shall be in accordance with Title 19 of the Monterey County Code.
23. **Notices.** All notices required or provided for under this AGREEMENT shall be in writing and delivered in person or sent by mail, postage prepaid, and addressed as provided in this section. Notice shall be effective on the date it is delivered in person or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows, unless a written change of address is filed with the COUNTY.

COUNTY: Direct of Public Works
County of Monterey Public Works Department
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901

OWNERS:

Charles T. Chrietzberg, Jr., President
Monterey County Bank
601 Munras Avenue
Monterey, CA 93940

Dennis R. Woods, President
United Security Bank
2126 Inyo Street
Fresno, CA 93721

with a copy to:

Wanger Jones Helsley PC
Attention Timothy Jones Esq.
265 River Park Circle
Suite 310
Fresno, Ca 93720

24. **Incorporation of Recitals**. The Recitals to this AGREEMENT are hereby incorporated into the terms of this AGREEMENT.

25. **Entire Agreement.** This AGREEMENT constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this AGREEMENT must be in writing and approved and executed by the appropriate representatives of the parties.

26. **Negotiated Document.** It is agreed and understood by the parties hereto, that this AGREEMENT has been arrived at through negotiations and that neither party is deemed to be the party which prepared the AGREEMENT within the meaning of Civil Code Section 1654.

27. **Recordation.** Upon execution of this AGREEMENT, OWNERS shall cause recordation thereof with the County Recorder's Office.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the dates set forth beside their respective signatures.

OWNER:

MONTEREY COUNTY BANK

DATE: 5-17-12 By: Charles T. Christzberg Jr.
Charles T. Christzberg, Jr., President

OWNER:

UNITED SECURITY BANK

DATE: 5/17/12 By: Dennis R. Woods
Dennis R. Woods, President

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

COUNTY OF MONTEREY

Date: 5-23-12

Dave Potter
Chair, Board of Supervisors
Dave Potter

ATTEST:

Date: 5-23-12

Denise Hancock
~~Gail T. Borkowski~~ Denise Hancock
Board Clerk, Board of Supervisors dh

APPROVED AS TO FORM:

CHARLES J. McKEE, COUNTY COUNSEL
COUNTY OF MONTEREY

Date: 5-21-12

By: Cynthia L. Hasson
Deputy County Counsel

Cynthia L. Hasson

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

State of California)
) ss.
County of Monterey)

On MAY 17, 2012, before me, Linda M Griffin-Wilson, a Notary Public, personally appeared Charles T. Chritzberg, Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LINDA M. GRIFFIN-WILSON
COMM. #1814091
NOTARY PUBLIC • CALIFORNIA
MONTEREY COUNTY
Comm. Exp. SEPT. 20, 2012
MGC1

Signature Linda M. Griffin-Wilson (Seal)

State of California)
) ss.
County of Merced)

On May 17, 2012, before me, Marina Mendez, a Notary Public, personally appeared Dennis R. Woods, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARINA MENDEZ
COMM. #1921336
Notary Public-California
MERCED COUNTY
My Comm. Exp. JAN 10, 2015
ESI1

Signature Marina Mendez (Seal)

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND
APPLICANT SUBMITTAL

State of California)
) ss.
County of Monterey)

On May 23, 2012, before me, Denise A. Hancock a Notary Public, personally appeared Dave Potter, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/the~~y executed the same in his/~~her/the~~ir authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DENISE A. HANCOCK
Commission # 1845619
Notary Public - California
Monterey County
My Comm. Expires Apr 20, 2013

Signature Denise A. Hancock

(Seal)

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

REEL 2851 PAGE 689

68307

RECORDED AT REQUEST OF

CHICAGO TITLE

SEP 29 3 54 PM '92

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

Recording Requested by and
When Recorded Return to:
MONTEREY COUNTY DEPARTMENT
OF PUBLIC WORKS
312 East Alisal Street
Salinas, CA 93901

NO FEE

PAID

SUBORDINATED
DEED OF TRUST

NOTICE: This Deed of Trust contains a subordination clause which may result in your security interest in the property becoming subject to and of lower priority than the lien of some other or later security instrument.

This DEED OF TRUST, made this ____ day of _____ between Hanover Monterra Investors II, a California general partnership, whose address is 301 North Canon Drive, Suite 228, Beverly Hills, CA 90210 ("Trustor"), Chicago Title Insurance Company whose address is P.O Box 931, Salinas, California 93902 ("Trustee"), and the County of Monterey, a political subdivision of the State of California ("Beneficiary").

Trustor hereby irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property situated in the County of Monterey, California, described in Exhibit "1" for the purpose of securing the performance of that certain unrecorded "Subordination Agreement and Subdivision Improvement Agreement" (herein the "Agreement") executed on _____, 199___, by Trustor and Beneficiary. The Agreement is hereby incorporated by reference.

To Protect the Security of this Deed of Trust, Trustor Agrees:

1. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

2. To pay: at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto.

Exhibit A
Page 1 of 36 Pages

EXHIBIT A

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purpose; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

3. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

4. That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said Agreement for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

The foregoing notwithstanding, this Deed of Trust is subject to partial releases and reconveyances of the security hereunder pursuant to the terms and conditions of the Agreement. Upon request by Trustor, Beneficiary shall join with Trustor, and instruct Trustee to so join, to execute and record any documents necessary to cause the releases and reconveyances required under the Agreement.

5. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Agreement to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said Agreement and this Deed (unless directed in such request to retain them).

6. That upon default by Trustor in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record, Beneficiary also shall deposit with Trustee this Deed, said Agreement and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and placed fixed by it in said notice of sale at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement proceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the Office of the Recorder of the Monterey County, shall be conclusive proof of estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8. That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Agreement secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and\or neuter, and the singular number includes the plural.

9. That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

10. This Deed of Trust is subject to subordination in accordance with the terms and conditions of the Agreement. Upon request by Trustor, Beneficiary shall join with Trustor, and instruct Trustee to so join, to execute and record any document necessary to cause the subordination of this Deed of Trust in accordance with the Agreement.

The undersigned Trustor requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to them in c/o Anthony L. Lombardo at P.O. Box 1818, Salinas, California 93902.

Trustor

Helen Jacobs-Lepor, President,
Mazel Investments, Inc.,
general partner of
Hanover Monterra Investors II,
a California general partnership

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On Sept. 16, 1991, before me, the undersigned a Notary Public in and for said State, personally appeared HELEN JACOBS-LEPOR personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as president of Mazel Investments, Inc., one of the partners of Hanover Monterra Investors II, a general partnership, the partnership that executed the within instrument, and acknowledged to me that she executed the same on behalf of Mazel Investments, Inc., one of the partners of Hanover Monterra Investors II, a general partnership, and that said last named partnership executed the same.

WITNESS my hand and official seal.

Irma Cahan
Notary Public

OFFICIAL SEAL
IRMA CAHAN
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. JULY 20, 1994

Exhibit A
Page 4 of 36 Pages

EXHIBIT 1

LEGAL DESCRIPTION

FOR

MONTERRA RANCH

(UNINCORPORATED TERRITORY ONLY)

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PORTION OF THE 4102.08 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM DAVID JACKS CORPORATION, A DISSOLVED CORPORATION, TO T. A. WORK, DATED APRIL 6, 1933, AND RECORDED MAY 15, 1933, IN BOOK 363 OF OFFICIAL RECORDS OF MONTEREY COUNTY, AT PAGE 185; A PORTION OF THE 150 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM MADDUX AIR LINES CO., A CORPORATION, BY RECIEVERS TO T. A. WORK, DATED MARCH 6, 1942, AND RECORDED MARCH 23, 1942, IN BOOK 763 OF OFFICIAL RECORDS OF MONTEREY COUNTY, AT PAGE 33; A PORTION OF THAT CERTAIN 6.387 ACRE PARCEL OF LAND DESCRIBED AS "EXHIBIT C" IN DEED FROM DEL MONTE PROPERTIES COMPANY TO THE COUNTY OF MONTEREY, RECORDED JUNE 30, 1971, IN REEL 711 OF OFFICIAL RECORDS OF MONTEREY COUNTY, AT PAGE 1026; A PORTION OF THE 450.26 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM C. A. RYAN TO LOU RAGSDALE RYAN, DATED AND RECORDED JUNE 2, 1927, IN BOOK 112 OF OFFICIAL RECORDS OF MONTEREY COUNTY, AT PAGE 342; AND A PORTION OF THE 1162 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM MARIA ANTONIA FIELD TO STEPHEN JOSEPH FIELD, DATED JULY 31, 1929, AND RECORDED SEPTEMBER 29, 1929, IN BOOK 206 OF OFFICIAL RECORDS OF MONTEREY COUNTY, AT PAGE 261; SAID REAL PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BASIS OF BEARINGS OF THE COURSES STATED BELOW IS THE CALIFORNIA COORDINATE SYSTEM, ZONE IV; DISTANCES STATED ARE GRID DISTANCES AND BEARINGS SHOWN ARE GRID BEARINGS):

EXHIBIT 1
LEGAL DESCRIPTION
(CONT.)

BEGINNING AT A 4" X 4" WOOD POST, SAID POST BEING THE SOUTHWEST CORNER OF SAID 4102.08 ACRE PARCEL OF LAND MENTIONED ABOVE (363-OR-185), SAID POST BEING ALSO THAT FOUND BEVELED-TOP 4" X 4" POST, CHARRED AND ILLEGIBLE, MARKED "A.S., C.S., 29", SAID POST BEING DESCRIBED AS THE TRUE CORNER IN THE RECORD OF SURVEY OF PORTIONS OF AGUAJITO RANCHO, LOS RANCHITOS DE AGUAJITO AND RANCHO SAUCITO, RECORDED AND FILED IN BOOK 10 OF RECORDS OF SURVEY, AT PAGE 29, AT THE REQUEST OF THE COUNTY OF MONTEREY; THENCE FROM SAID POST ALONG THE WESTERLY BOUNDARY OF SAID 4102.08 ACRE PARCEL THE FOLLOWING COURSES:

1) NORTH 26°15'58" EAST, 393.24 FEET (N.26°06'32"E., 393.08 FEET PER DEED) TO A 4" X 4" POST; THENCE

2) NORTH 26°20'47" EAST, 1016.38 FEET (N.26°11'26"E., 1016.06 FEET PER DEED) TO A 4" X 4" POST; THENCE

3) NORTH 26°16'47" EAST, 382.65 FEET (N.26°13'32"E., 382.60 FEET PER DEED) TO A 4" X 4" POST; THENCE

4) NORTH 26°20'48" EAST, 575.96 FEET (N.26°13'53"E., 575.63 FEET PER DEED) TO A 4" X 4" POST; THENCE

5) NORTH 26°18'04" EAST, 1079.09 FEET (N.26°16'10"E., 1078.90 FEET PER DEED) TO A 4" X 4" POST; THENCE

6) NORTH 26°17'07" EAST, 235.43 FEET (N.26°15'45"E., 235.34 FEET PER DEED) TO A 4" X 4" POST; THENCE

7) NORTH 26°17'48" EAST, 1072.35 FEET (N.26°19'32"E., 1071.98 FEET PER DEED) TO A 4" X 4" POST; THENCE

8) NORTH 26°18'10" EAST, 1002.97 FEET (N.26°21'55"E., 1002.86 FEET PER DEED) TO A 4" X 4" POST; THENCE

9) NORTH 26°17'30" EAST, 584.89 FEET (N.26°22'00"E., 584.76 FEET PER DEED) TO A 4" X 4" POST; THENCE

10) NORTH 26°17'43" EAST, 1838.19 FEET (N.26°23'32"E., 1837.58 FEET PER DEED) TO A 4" X 4" POST; THENCE

11) NORTH 26°15'42" EAST, 285.39 FEET (N.26°24'55"E., 287.26 FEET PER DEED) TO A 2" X 2" HUB, SAID HUB BEING ALSO THE SOUTHEASTERLY CORNER OF AFOREMENTIONED 150 ACRE PARCEL OF LAND (763-OR-33); THENCE LEAVING SAID WESTERLY LINE OF SAID 4102.08 ACRE PARCEL AND ALONG THE SOUTHERLY LINE OF SAID 150 ACRE PARCEL

12) NORTH 79°37'45" WEST, 3106.10 FEET (N.79°37'49"W., 3106.11 FEET PER DEED) TO THE SOUTHWEST CORNER OF SAID 150 ACRE PARCEL, ALSO BEING ON A LINE PARALLEL WITH AND DISTANT 100.00 FEET SOUTHEASTERLY (MEASURED AT RIGHT ANGLES) FROM THE BOUNDARY LINE DIVIDING RANCHO SAUCITO AND RANCHO AGUAJITO; SAID PARALLEL LINE BEING ALSO THE NORTHWESTERLY LINE OF SAID 150 ACRE PARCEL OF LAND; THENCE ALONG SAID PARALLEL LINE

13) NORTH 33°07'50" EAST (N.33°03'08"E. CALCULATED PER DEED), 231.06 FEET TO THE SOUTHWESTERLY CORNER OF THAT 9.061 ACRE PARCEL OF LAND AS DESCRIBED AS PARCEL "A" IN THAT DEED TO MONTEREY CITY SCHOOL DISTRICT RECORDED SEPTEMBER 1, 1965, IN REEL 422, AT PAGE 610, OF OFFICIAL RECORDS OF SAID MONTEREY COUNTY; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL

EXHIBIT 1
LEGAL DESCRIPTION
(CONT.)

14) SOUTH 88°08'37" EAST, 870.19 FEET (S.89°53'16"E., 870.00 FEET PER DEED) TO A 3/4" IRON PIPE AT THE SOUTHEASTERLY CORNER OF SAID 9.061 ACRE PARCEL OF LAND; THENCE ALONG THE EASTERLY LINE OF SAID 9.061 ACRE PARCEL OF LAND

15) NORTH 1°50'58" EAST, 174.47 FEET (N.0°06'44"E. PER DEED) TO THE SOUTHERLY LINE OF THAT 0.541 OF AN ACRE PARCEL OF LAND DESCRIBED AS "PARCEL II" "NO. 1001-01" IN THAT CERTAIN DEED FROM SAUCITO LAND CO., et al., TO THE COUNTY OF MONTEREY RECORDED SEPTEMBER 8, 1976, IN REEL 1081 OF OFFICIAL RECORDS OF MONTEREY COUNTY AT PAGE 708; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL

16) SOUTH 88°10'35" EAST, 61.63 FEET (S.88°11'13"E., 61.43 FEET PER DEED) TO THE BEGINNING OF A TANGENT CURVE IN SAID SOUTHERLY LINE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 75.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE AND SAID SOUTHERLY LINE

17) THROUGH A CENTRAL ANGLE OF 80°37'52" AN ARC LENGTH OF 105.55 FEET TO A POINT OF REVERSE CURVATURE, SAID REVERSING CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 32.50 FEET, A RADIAL LINE THROUGH SAID POINT HAVING A BEARING OF SOUTH 78°48'27" EAST; THENCE EASTERLY ALONG SAID REVERSING CURVE

18) THROUGH A CENTRAL ANGLE OF 170°37'52" AN ARC LENGTH OF 96.79 FEET TO A POINT OF TANGENCY ON THE WESTERLY LINE OF THAT CERTAIN 3.173 ACRE PARCEL OF LAND DESCRIBED AS "PARCEL I", "NO. 1000-01" IN SAID LAST MENTIONED DEED (1081-OR-708); THENCE ALONG SAID WESTERLY LINE

EXHIBIT 1
LEGAL DESCRIPTION
(CONT.)

REEL 2851 PAGE 697

19) SOUTH 1°49'25" WEST, 112.71 FEET (S.1°48'47"W., 113.13 CALCULATED PER DEED) TO THE BEGINNING OF A TANGENT CURVE IN SAID WESTERLY LINE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID WESTERLY LINE

20) THROUGH A CENTRAL ANGLE OF 78°29'49" (78°26'41" PER DEED) AN ARC LENGTH OF 616.51 FEET (616.10 FEET PER DEED) TO A POINT ON THE SOUTHERLY BOUNDARY OF AFORESAID 150 ACRE PARCEL (763-OR-33); THENCE ALONG SAID SOUTHERLY BOUNDARY

21) SOUTH 79°37'45" EAST, 131.02 FEET (S.79°38'59"E., 130.89 FEET PER DEED) TO A POINT ON THE EASTERLY BOUNDARY OF SAID 3.173 ACRE PARCEL OF LAND (1081-OR-708), SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 510.00 FEET, SAID CURVE ALSO BEING CONCENTRIC WITH AFORESAID CURVE HAVING A RADIUS OF 450.00 FEET, A RADIAL LINE THROUGH SAID POINT HAVING A BEARING OF NORTH 23°38'43" WEST (N.23°41'21"W.PER DEED); THENCE NORTHEASTERLY ALONG SAID CURVE

22) THROUGH A CENTRAL ANGLE OF 64°31'52" (64°29'52" PER DEED), AN ARC LENGTH OF 574.40 FEET (574.11 FEET PER DEED); THENCE TANGENT TO SAID CURVE AND ALONG SAID EASTERLY BOUNDARY

23) NORTH 1°49'25" EAST (N.1°48'47"E. PER DEED), 205.63 FEET THE INTERSECTION OF SAID EASTERLY BOUNDARY WITH THE SOUTHERLY BOUNDARY OF "PARCEL 1-A" AS SHOWN ON THAT PARCEL MAP RECORDED AND ON FILE IN VOLUME 15 OF PARCEL MAPS, AT PAGE 123, IN THE OFFICE OF THE COUNTY RECORDER OF AFORESAID MONTEREY COUNTY; THENCE ALONG SAID SOUTHERLY BOUNDARY

EXHIBIT 1
LEGAL DESCRIPTION
(CONT.)

24) SOUTH 88°10'35" EAST (S.88°11'13"E. PER MAP), 1196.35 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY

25) SOUTH 67°05'22" EAST (S.67°06'00"E. PER MAP), 1823.98 FEET TO THE SOUTHEASTERLY CORNER OF SAID "PARCEL 1-A"; THENCE ALONG THE EASTERLY BOUNDARY OF SAID "PARCEL 1-A" THE FOLLOWING COURSES:

26) NORTH 27°22'13" EAST (N.21°27'35"E. PER MAP), 354.70 FEET TO A 3/4" IRON PIPE TAGGED "LS 2689"; THENCE

27) NORTH 45°32'33" EAST (N.45°31'55"E. PER MAP), 228.42 FEET TO A 3/4" IRON PIPE TAGGED "LS 2689"; THENCE

28) NORTH 27°15'23" EAST (N.27°14'45"E. PER MAP), 383.27 FEET TO A 3/4" IRON PIPE TAGGED "LS 2689"; THENCE

29) NORTH 35°57'48" EAST (N.35°57'10"E. PER MAP), 0.47 FEET TO THE CITY LIMIT LINE OF THE CITY OF MONTEREY; THENCE LEAVING SAID EASTERLY BOUNDARY AND ALONG SAID CITY LIMIT LINE

30) SOUTH 67°46'44" EAST (S.69°33'13"E. PER ANNEXATION AND S.67°46'32"E. PER MAP), 500.01 FEET TO A 1-1/2" IRON PIPE AT THE NORTHWESTERLY CORNER OF THAT 50 ACRE PARCEL OF LAND AS DESCRIBED IN A DEED FROM SAUCITO LAND CO. TO MONTEREY UNION HIGH SCHOOL DISTRICT, RECORDED IN REEL 418 OF OFFICIAL RECORDS OF MONTEREY COUNTY, AT PAGE 546; THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID 50 ACRE PARCEL AND ALONG SAID CITY LIMIT LINE THE FOLLOWING COURSES:

EXHIBIT 1
LEGAL DESCRIPTION
(CONT.)

31) SOUTH 20°02'11" WEST, 1289.53 FEET (S.18°20'30"W., 1288.86 FEET PER DEED) TO A 1-1/2" IRON PIPE; THENCE

32) SOUTH 14°09'07" WEST (S.12°28'W. PER DEED), 439.94 FEET TO A 1-1/2" IRON PIPE; THENCE

33) SOUTH 42°01'24" EAST, 438.74 FEET (S.43°43'10"E., 438.93 FEET PER DEED) TO A 1-1/2" IRON PIPE; THENCE

34) NORTH 33°38'18" EAST, 399.95 FEET (S.31°58'W., 400 FEET PER DEED) TO A 1-1/2" IRON PIPE; THENCE

35) SOUTH 83°32'01" EAST, 299.52 FEET (S.85°15'30"E., 299.27 FEET PER DEED) TO A 1-1/2" IRON PIPE; THENCE

36) NORTH 18°23'58" EAST, 787.23 FEET (N.16°41'50"E., 786.97 FEET PER DEED) TO A 1-1/2" IRON PIPE; THENCE

37) NORTH 76°56'24" EAST, 431.01 FEET (N.74°13'50"E., 430.91 FEET PER DEED) TO A 1-1/2" IRON PIPE; THENCE

38) SOUTH 71°11'03" EAST, 1027.58 FEET (S.72°56'50"E., 1027.62 FEET PER DEED) TO A 1-1/2" IRON PIPE; THENCE

39) NORTH 32°51'43" EAST, 306.18 FEET (N.31°10'10"E., 305.07 FEET PER DEED) TO A 1-1/2" IRON PIPE; THENCE LEAVING THE BOUNDARY OF SAID 50 ACRE PARCEL OF LAND (418-OR-546) AND CONTINUING ALONG SAID CITY LIMIT LINE

EXHIBIT 1
LEGAL DESCRIPTION
(CONT.)

40) NORTH 78°50'46" EAST, 1306.91 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF MONTEREY-SALINAS HIGHWAY KNOWN AS STATE HIGHWAY NO. 68, SAID LINE ALSO BEING THE GENERAL SOUTHERLY LINE OF THAT STRIP OF LAND 80 FEET IN WIDTH DESCRIBED IN THOSE DEEDS FROM LaSALLE REALTY COMPANY TO THE COUNTY OF MONTEREY, DATED MAY 28, 1929, AND RECORDED FEBRUARY 3, 1930, IN BOOK 226 OF OFFICIAL RECORDS OF MONTEREY COUNTY, AT PAGE 276, FROM T. A. WORK AND MAUD E. WORK TO THE COUNTY OF MONTEREY DATED APRIL 25, 1929, AND RECORDED APRIL 30, 1929, IN BOOK 191 OF OFFICIAL RECORDS OF MONTEREY COUNTY, AT PAGE 64, AND FROM LOU RAGSDALE RYAN AND C. A. RYAN TO THE COUNTY OF MONTEREY DATED DECEMBER 17, 1934, AND RECORDED JANUARY 9, 1935, IN BOOK 419 OF OFFICIAL RECORDS OF MONTEREY COUNTY, AT PAGE 496, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 3039.79 FEET (3039.83 FEET PER DEED) AND BEING SOUTH 60°02'27" WEST (S.59°46'14"W.PER DEED), 80.00 FEET FROM A 4" X 4" POST, A RADIAL LINE THROUGH SAID POINT HAVING A BEARING OF NORTH 59°47'22" EAST (N.59°46'14"E. PER DEED); THENCE ALONG SAID GENERAL SOUTHERLY LINE THE FOLLOWING COURSES:

41) SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 14°34'27" (14°34'00" PER DEED) AN ARC LENGTH OF 773.22 FEET (772.84 FEET PER DEED); THENCE TANGENT TO SAID CURVE

42) SOUTH 44°47'05" EAST, 944.28 FEET (S.44°47'46"E., 944.47 FEET PER DEED) TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2039.86 FEET (2039.88 FEET PER DEED); THENCE SOUTHEASTERLY ALONG SAID CURVE

EXHIBIT 1
LEGAL DESCRIPTION
(CONT.)

43) THROUGH A CENTRAL ANGLE OF 38°19'22" (38°17'44" PER DEED) AN ARC LENGTH OF 1364.38 FEET (1363.42 FEET PER DEED); THENCE TANGENT TO SAID CURVE

44) SOUTH 83°06'27" EAST, 918.69 FEET (S.83°05'30"E., 920.36 FEET PER DEED) TO A 4" X 4" POST AND THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 2959.80 FEET (2959.82 FEET PER DEED); THENCE EASTERLY ALONG SAID CURVE

45) THROUGH A CENTRAL ANGLE OF 1°59'14" (1°58'50" PER DEED) AN ARC LENGTH OF 102.66 FEET (102.31 FEET PER DEED); THENCE NON-TANGENT TO SAID CURVE

46) SOUTH 63°10'17" EAST (S.63°09'44"E. PER DEED), 102.63 FEET; THENCE

47) SOUTH 78°43'58" EAST, 48.84 FEET (S.78°43'26"E., 48.83 FEET PER DEED); THENCE

48) NORTH 85°42'20" EAST (N.85°42'52"E. PER DEED), 102.63 FEET TO A POINT ON LAST SAID CURVE HAVING A RADIUS OF 2959.80 FEET, A RADIAL LINE THROUGH SAID POINT HAVING A BEARING OF SOUTH 13°39'16" WEST (S.13°39'48"W. PER DEED); THENCE EASTERLY ALONG SAID CURVE

49) THROUGH A CENTRAL ANGLE OF 4°57'15" (4°56'12" PER DEED) AN ARC LENGTH OF 255.92 FEET (255.0 FEET PER DEED) TO A 4" X 4" POST; THENCE TANGENT TO SAID CURVE

EXHIBIT 1
LEGAL DESCRIPTION
(CONT.)

50) SOUTH 71°23'29" EAST, 710.68 FEET (S.71°24'00"E., 713.10 FEET PER DEED) TO A 4" X 4" POST AT THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 5039.66 FEET (5133.21 FEET PER DEED); THENCE SOUTHEASTERLY ALONG SAID CURVE

51) THROUGH A CENTRAL ANGLE OF 3°25'23" (3°24'00" PER DEED) AN ARC LENGTH OF 301.08 FEET (304.61 FEET PER DEED); THENCE TANGENT TO SAID CURVE

52) SOUTH 74°48'52" EAST, 130.58 FEET (S.74°48'00"E., 125.53 FEET PER DEED) TO A POINT ON THE LINE BETWEEN THE RANCHO SAUCITO AND THE RANCHO LAGUNA SECA FROM WHICH THE CENTER OF A 4" X 4" POST MARKED "TJF2" LIES SOUTH 74°48'52" EAST, 0.18 FEET, AND SAID POINT BEING NORTH 1°34'37" EAST, 1.05 FEET (N.1°35'39"E., 0.93 FEET PER DEED) FROM AN 8" X 8" POST MARKED "LS 7" (IRON PIPE PER DEED) AT THE SOUTHWEST CORNER OF RANCHO LAGUNA SECA; THENCE CONTINUING

53) SOUTH 74°48'52" EAST, 1052.08 FEET (S.74°48'00"E., 1055.93 PER DEED); THENCE

54) SOUTH 63°30'16" EAST, 101.98 FEET (S.63°29'24"E., 101.97 FEET PER DEED); THENCE

55) SOUTH 86°07'28" EAST, 101.98 FEET (S.86°06'36"E., 101.97 FEET PER DEED); THENCE

56) SOUTH 74°48'52" EAST, 1173.97 FEET (S.74°48'00"E., 1169.76 FEET PER DEED); THENCE

57) SOUTH 53°00'47" EAST (S.52°59'55"E. PER DEED), 53.85 FEET; THENCE

58) SOUTH 74°48'52" EAST, 59.35 FEET (S.74°48'00"E., 59.07 FEET PER DEED) TO THE NORTHEASTERLY CORNER OF PARCEL 2 AS SHOWN ON AFORESAID MAP RECORDED IN VOLUME 15 OF PARCEL MAPS, AT PAGE 123; THENCE LEAVING THE RIGHT-OF-WAY OF AFORESAID HIGHWAY NO. 68 AND ALONG THE EASTERLY BOUNDARY OF SAID PARCEL 2

59) SOUTH 0°00'00" EAST, 6663.52 FEET (6662.86 FEET PER MAP) TO A POINT ON THE SOUTHERLY LINE OF SAID 4102.08 ACRE PARCEL OF LAND (363-OR-185), SAID LINE BEING ALSO THE NORTHERLY LINE OF THE JAMES MEADOWS TRACT, AS PATENTED; SAID POINT BEING NORTH 87°19'25" WEST, 371.71 FEET FROM A SCRIBED STONE MARKING THE INTERSECTION OF SAID SOUTHERLY LINE OF SAID 4102.08 ACRE PARCEL WITH THE RANGE LINE BETWEEN R1E AND R2E, MOUNT DIABLO MERIDIAN; THENCE ALONG SAID SOUTHERLY LINE OF SAID 4102.08 ACRE PARCEL OF LAND THE FOLLOWING COURSES:

60) NORTH 87°08'30" WEST, 26.14 FEET (N.87°19'25"W., 26.17 FEET PER DEED) TO A 4" X 4" POST; THENCE

61) NORTH 86°53'24" WEST, 5553.45 FEET (N.86°53'09"W., 5553.57 FEET PER DEED) TO A 4" X 4" POST (5" X 5" POST MARKED "LOT 1" ON THE WESTERLY FACE AND "LOT 2" ON THE EASTERLY FACE, PER DEED); THENCE

62) NORTH 86°52'47" WEST, 3471.56 FEET (N.86°52'40"W., 3472.11 FEET PER DEED) TO A 4" X 4" POST MARKED "LOT 1" ON THE SOUTHERLY FACE, "A" ON THE WESTERLY FACE AND "B" ON THE EASTERLY FACE; THENCE

63) NORTH 86°53'18" WEST, 3400.99 FEET (N.86°53'00"W., 3400.34 FEET PER DEED) TO A 4" X 4" POST (3" X 3" POST MARKED "JM" ON THE SOUTHERLY FACE AND "DJ" ON THE NORTHERLY FACE, PER DEED); THENCE

64) NORTH 86°59'53" WEST, 131.40 FEET (N.86°53'00"W., 130.39 FEET PER DEED) TO A LIVE OAK TREE 3-1/2 FEET IN DIAMETER AT THE COMMON CORNER FOR RANCHOS AGUAJITO AND CAÑADA DE LA SEGUNDA, THE JAMES MEADOWS TRACT, AND FRACTIONAL SECTION 10, T. 15 S., R. 1 E., MOUNT DIABLO MERIDIAN; THENCE ALONG THE LINE COMMON TO SAID RANCHOS AGUAJITO AND CAÑADA DE LA SEGUNDA

65) NORTH 72°27'35" WEST, 4150.70 FEET (N.72°28'07"W., 4151.04 FEET PER DEED) TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OF THAT PARCEL OF LAND GRANTED TO CALIFORNIA-AMERICAN WATER COMPANY IN THAT DEED RECORDED JUNE 16, 1977, AT REEL 1155 OF OFFICIAL RECORDS OF AFORESAID MONTEREY COUNTY, AT PAGE 307, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF COURSE NUMBER "64)" AS DESCRIBED ABOVE WITH THE EASTERLY LINE OF THAT FORTY (40) FOOT WIDE RIGHT-OF-WAY, AS SAID RIGHT-OF-WAY IS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY OF PIPELINE RIGHT OF WAY AND RESERVOIR SITE IN RANCHO CAÑADA DE LA SEGUNDA" FILED MARCH 13, 1970, IN VOLUME 9 OF MAPS OF SURVEYS, AT PAGE 83, RECORDS OF MONTEREY COUNTY, AND AS FURTHER DESCRIBED AS PARCEL "A" IN THAT

EXHIBIT 1
LEGAL DESCRIPTION
(CONT.)

DEED RECORDED ON JUNE 16, 1977, IN REEL 1155 OF OFFICIAL RECORDS OF SAID MONTEREY COUNTY, AT PAGE 309, AND RE-RECORDED IN REEL 1155 OF SAID OFFICIAL RECORDS, AT PAGE 272: THENCE ALONG THE EASTERLY LINE OF SAID RIGHT-OF-WAY THE FOLLOWING COURSES:

1) NORTH 13°57'28" WEST, 87.87 FEET (87.50 FEET PER DEED); THENCE

2) NORTH 5°08'56" EAST, 221.05 FEET; THENCE

3) NORTH 12°24'58" EAST, 193.28 FEET; THENCE

4) NORTH 6°45'28" WEST, 84.67 FEET; THENCE

5) NORTH 0°46'00" WEST, 276.72 FEET; THENCE

6) NORTH 24°45'05" WEST, 107.40 FEET; THENCE

7) NORTH 2°54'25" WEST, 112.06 FEET; THENCE

8) NORTH 3°21'39" EAST, 292.11 FEET; THENCE

9) NORTH 12°31'40" WEST, 159.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE

10) NORTH 77°28'20" EAST, 180.00 FEET; THENCE

11) NORTH 12°31'40" WEST, 181.50 FEET; THENCE

12) SOUTH 77°28'20" WEST, 180.00 FEET; THENCE

EXHIBIT 1
LEGAL DESCRIPTION
(CONT.)

13) SOUTH 12°31'40" EAST, 181.50 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED LAND CONTAINS AN AREA OF 2827.65 ACRES, MORE OR LESS, NOT INCLUDING THAT PORTION EXCEPTED HEREIN.

ALONG WITH AN EASEMENT FOR PUBLIC UTILITY PURPOSES OVER THAT LAND IN THE CITY OF MONTEREY, COUNTY OF MONTEREY, STATE OF CALIFORNIA, OVER A PORTION OF PARCEL 2 AS SHOWN ON A MAP ON FILE IN VOLUME 15 OF PARCEL MAPS, AT PAGE 123, IN THE OFFICE OF THE COUNTY RECORDER OF SAID MONTEREY COUNTY, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF MONTEREY-SALINAS HIGHWAY (HIGHWAY NO. 68) BEING THE NORTHWESTERLY TERMINUS OF THAT COURSE SHOWN AS SOUTH 30°13'46" EAST, 794.24 FEET ON AFORESAID PARCEL MAP, THE BEARING FOR SAID LINE BEING ROTATED 0°01'08" CLOCKWISE TO SOUTH 30°12'38" EAST FOR THE PURPOSE OF THIS DESCRIPTION; THENCE ALONG SAID RIGHT-OF-WAY

1) SOUTH 30°12'38" EAST, 414.28 FEET TO THE TRUE POINT OF BEGINNING; THENCE

2) SOUTH 59°47'22" WEST, 43.85 FEET; THENCE

3) SOUTH 9°41'16" EAST, 349.61 FEET; THENCE

4) NORTH 36°45'46" EAST, 46.10 FEET; THENCE

EXHIBIT 1
LEGAL DESCRIPTION
(CONT.)

5) NORTH 58°24'24" EAST, 38.61 FEET TO A POINT ON A LINE PARALLEL WITH AND 50.00 FEET EASTERLY (MEASURED AT RIGHT ANGLES) FROM AFORESAID COURSE HAVING A BEARING OF SOUTH 9°41'16" EAST; THENCE ALONG SAID PARALLEL LINE

6) NORTH 9°41'16" WEST, 259.71 FEET TO A LINE PARALLEL WITH AND 50.00 FEET SOUTHEASTERLY (MEASURED AT RIGHT ANGLES) FROM AFORESAID COURSE HAVING A BEARING OF SOUTH 59°47'22" WEST; THENCE ALONG SAID PARALLEL LINE

7) NORTH 59°47'22" EAST, 20.48 FEET TO AFORESAID RIGHT-OF-WAY OF HIGHWAY 68; THENCE ALONG SAID RIGHT-OF-WAY

8) NORTH 30°12'38" WEST, 50.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO ALONG WITH AN EASEMENT FOR PUBLIC UTILITY PURPOSES OVER THAT LAND IN THE CITY OF MONTEREY, COUNTY OF MONTEREY, STATE OF CALIFORNIA, OVER A PORTION OF PARCEL 2 AS SHOWN ON A MAP ON FILE IN VOLUME 15 OF PARCEL MAPS, AT PAGE 123, IN THE OFFICE OF THE COUNTY RECORDER OF SAID MONTEREY COUNTY, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF MONTEREY-SALINAS HIGHWAY (HIGHWAY NO. 68) BEING THE SOUTHEASTERLY TERMINUS OF THAT COURSE SHOWN AS SOUTH 30°13'46" EAST, 794.24 FEET ON AFORESAID PARCEL MAP, THE BEARING FOR SAID LINE BEING ROTATED 0°01'08" CLOCKWISE TO SOUTH 30°12'38" EAST FOR THE PURPOSE OF THIS DESCRIPTION; THENCE ALONG SAID RIGHT-OF-WAY

EXHIBIT 1
LEGAL DESCRIPTION
(CONT.)

1) NORTH 30°12'38" WEST, 124.15 FEET TO THE TRUE POINT OF BEGINNING; THENCE

2) SOUTH 58°24'24" WEST, 223.58 FEET; THENCE

3) SOUTH 36°45'46" WEST, 58.58 FEET TO THE CITY LIMITS OF THE CITY OF MONTEREY AS SHOWN ON AFORESAID PARCEL MAP; THENCE ALONG SAID CITY LIMIT LINE

4) SOUTH 78°50'46" WEST, 14.92 FEET TO A POINT ON A LINE PARALLEL WITH AND 10.00 FEET NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM LAST SAID COURSE HAVING A BEARING OF SOUTH 36°45'46" WEST; THENCE ALONG SAID PARALLEL LINE

5) NORTH 36°45'46" EAST, 71.57 FEET TO A POINT ON A LINE PARALLEL WITH AND 10.00 FEET NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM AFORESAID COURSE HAVING A BEARING OF SOUTH 58°24'24" WEST; THENCE ALONG SAID PARALLEL LINE

6) NORTH 58°24'24" EAST, 225.73 FEET TO AFORESAID RIGHT-OF-WAY OF HIGHWAY 68; THENCE ALONG SAID RIGHT-OF-WAY

7) SOUTH 30°12'38" EAST, 10.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT 1
LEGAL DESCRIPTION
(CONT.)

ALSO ALONG WITH AN EASEMENT FOR DRAINAGE AND RETENTION BASIN PURPOSES OVER THAT LAND IN THE CITY OF MONTEREY, COUNTY OF MONTEREY, STATE OF CALIFORNIA, OVER A PORTION OF PARCEL 2 AS SHOWN ON A MAP ON FILE IN VOLUME 15 OF PARCEL MAPS, AT PAGE 123, IN THE OFFICE OF THE COUNTY RECORDER OF SAID MONTEREY COUNTY, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1-1/2" CAPPED IRON PIPE AT THE NORTHWESTERLY CORNER OF THAT LAND DESCRIBED IN THE DEED TO MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT RECORDED IN REEL 422 OF OFFICIAL RECORDS OF SAID MONTEREY COUNTY, AT PAGE 621, AND BEING SHOWN ON AFORE-SAID PARCEL MAP, SAID PIPE BEING AT THE NORTHEASTERLY TERMINUS OF THAT COURSE SHOWN AS NORTH 18°20'30" EAST, 1288.86 FEET ON SAID PARCEL MAP, SAID POINT ALSO BEING AN ANGLE POINT IN THE CITY LIMITS OF SAID CITY OF MONTEREY; THENCE ALONG SAID CITY LIMIT LINE

1) NORTH 67°46'44" WEST, 140.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CITY LIMIT LINE

2) NORTH 67°46'44" WEST, 250.00 FEET; THENCE LEAVING SAID CITY LIMIT LINE

3) NORTH 44°29'04" EAST, 253.50 FEET; THENCE

4) NORTH 27°23'49" EAST, 99.50 FEET; THENCE

5) NORTH 60°12'56" EAST, 51.00 FEET; THENCE

6) SOUTH 40°37'17" EAST, 285.00 FEET; THENCE

EXHIBIT 1
LEGAL DESCRIPTION
(CONT.)

7) SOUTH 15°13'56" WEST, 77.50 FEET; THENCE

8) SOUTH 64°03'44" WEST, 224.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO ALONG WITH AN EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES OVER THAT LAND IN THE CITY OF MONTEREY, COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 2 AS SHOWN ON A MAP ON FILE IN VOLUME 15 OF PARCEL MAPS, AT PAGE 123, IN THE OFFICE OF THE COUNTY RECORDER OF SAID MONTEREY COUNTY, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF MONTEREY-SALINAS HIGHWAY (HIGHWAY NO. 68) BEING THE NORTHWESTERLY TERMINUS OF THAT COURSE SHOWN AS SOUTH 30°13'46" EAST, 794.24 FEET ON AFORESAID PARCEL MAP, THE BEARING FOR SAID LINE BEING ROTATED 0°01'08" CLOCKWISE TO SOUTH 30°12'38" EAST FOR THE PURPOSE OF THIS DESCRIPTION; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY AND ALONG A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1659.89 FEET,

1) THROUGH A CENTRAL ANGLE OF 17°31'05" AN ARC LENGTH OF 507.51 FEET TO THE TRUE POINT OF BEGINNING, A RADIAL LINE THROUGH SAID POINT BEARING NORTH 42°16'17" EAST; THENCE CONTINUING NORTHWESTERLY ALONG SAID RIGHT-OF-WAY AND SAID CURVE

2) THROUGH A CENTRAL ANGLE OF 10°44'30" AN ARC LENGTH OF 311.019 FEET; THENCE LEAVING SAID RIGHT-OF-WAY

3) SOUTH 40°50'47" WEST, 218.29 FEET; THENCE

EXHIBIT 1
LEGAL DESCRIPTION
(CONT.)

4) SOUTH 32°45'34" EAST, 605.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE

5) THROUGH A CENTRAL ANGLE OF 20°21'28" AN ARC LENGTH OF 213.19 FEET; THENCE TANGENT TO SAID CURVE

6) SOUTH 12°24'05" EAST, 523.29 FEET TO THE CITY LIMITS OF THE CITY OF MONTEREY AS NOW EXISTS; THENCE ALONG SAID CITY LIMIT LINE

7) NORTH 78°50'46" EAST, 170.02 FEET; THENCE LEAVING SAID CITY LIMIT LINE

8) NORTH 15°08'28" WEST, 613.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 760.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE

9) THROUGH A CENTRAL ANGLE OF 17°37'06" AN ARC LENGTH OF 233.70 FEET; THENCE TANGENT TO SAID CURVE

10) NORTH 32°45'34" WEST, 275.79 FEET TO A POINT WHICH LIES ON A LINE BEARING SOUTH 40°50'47" WEST FROM THE TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE

11) NORTH 40°50'47" EAST, 164.10 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT 1
LEGAL DESCRIPTION
(CONT.)

REEL 2851 PAGE 712

TO OBTAIN GROUND DISTANCES MULTIPLY DISTANCES SHOWN HEREIN BY 1.00010062.

PREPARED BY: July 31, 1992
WAYNE E. WELLS — DATE
L.S. 4762
LICENSE EXPIRES: 9/30/95

LICENSED LAND SURVEYOR W. E. WELLS 4762 EXP. 9-30-95 STATE OF CALIFORNIA

DATE: NOVEMBER 12, 1990
REVISED: JULY 31, 1992

END OF DOCUMENT

Stephen L. Vagnini CRLISA
Monterey County Recorder 9/14/2005
Recorded at the request of 8:46:45
Chicago Title

EXHIBI

DOCUMENT: **2005095836** Titles: 1/ Pages: 6

Fees....
Taxes..
Other...
AMT PAID

Recording Requested by
and When Recorded Return to:

MONTEREY COUNTY DEPARTMENT
OF PUBLIC WORKS
312 East Alisal Street
Salinas, CA 93901
Attn: Bryce Hori

SUBORDINATED

DEED OF TRUST

NOTICE: This Deed of Trust contains a subordination clause, which may result in your security interest in the property becoming subject to and of lower priority than the lien of some other or later security instrument, but in no event lower than second position.

MMP 9/2/05 Rem

This DEED OF TRUST, is made between Monterra Ranch Properties, LLC, a California limited liability company ("Trustor"), Chicago Title Insurance Company ("Trustee"), and the County of Monterey, a political subdivision of the State of California ("Beneficiary").

Trustor hereby irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property situated in the County of Monterey, California, described in Exhibit "1" for the purpose of securing the performance of that certain recorded "Subdivision Improvement Agreement" for Monterra Ranch Phase VIII" (herein the "Agreement") executed ~~on~~ as of the last date opposite the respective signatures, by Trustor and Beneficiary. The Agreement is hereby incorporated by reference. MMP Rem 9/2/05

To Protect the Security of this Deed of Trust, Trustor Agrees:

1. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

2. To pay: at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND PREPARED BY LOMBARDO & GILLES, PLC

Exhibit A
Page 25 of 36 Pages

such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purpose; appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee; pay, purchase, contest, compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay ~~his~~ reasonable attorneys fees.

Rem mgp 9/2/05

3. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

4. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said Agreement for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

The foregoing notwithstanding, this Deed of Trust is subject to partial releases and reconveyances of the security hereunder pursuant to the terms and conditions of the Agreement. Upon request by Trustor pursuant to the Agreement, Beneficiary shall join with Trustor, and instruct Trustee to so join, to execute and record any documents necessary to cause the releases and reconveyances required under the Agreement.

5. That upon written request of Beneficiary or Beneficiary's designee stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Agreement to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said Agreement and this Deed (unless directed in such request to retain them).

6. That upon default by Trustor in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record, Beneficiary also shall deposit with Trustee this Deed, said Agreement and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement preceding postponement. Trustee shall deliver to such purchaser its deed

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conveying the property so sold, but without any covenant or warranty, express or implied. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the Office of the Recorder of ~~the~~ Monterey County, shall be conclusive proof of estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8. That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrator, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the Agreement secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9. That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

10. This Deed of Trust is subject to subordination in accordance with the terms and conditions of the Agreement. Upon request by Trustor, Beneficiary ~~shall join~~ may consider joining with Trustor, and instruct Trustee to so join, to execute and record any document necessary to cause the subordination of this Deed of Trust in accordance with the Agreement.

but in no event lower than second position, and

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The undersigned Trustor requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to them in c/o Derinda L. Messenger at Lombardo & Gilles, P.O. Box 2119, Salinas, California 93902.

TRUSTOR:

MONTERRA RANCH PROPERTIES LLC
A California limited liability company

The Roger E. Mills Living Trust
Dated February 12, 1987, Member

Date: 7-6-05

By: _____
Roger E. Mills, Trustee

STATE OF CALIFORNIA)
)ss.
COUNTY OF MONTEREY)

On July 6, 2005, before me, Arlene M. Dixon Notary Public, personally appeared ROGER E. MILLS, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the with instrument and acknowledged to me that he executed the sane in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ARLENE M. DIXON
COMM. # 1497135
Notary Public-California
County of Monterey
My Comm. Exp. June 27, 2008

Arlene M. Dixon
Notary Public in and for said County and State

Accepted by ~~Trustee~~ Beneficiary
COUNTY OF MONTEREY mgp 9/2/05

Dated: 7 Sep 05

By: _____
Butch Lindley, Chair
Monterey County Board of Supervisors

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND PREPARED BY LOMBARDO & GILLES, PLC

Exhibit A
Page 28 of 30 Pages

ATTEST:

Dated: 9/7/05

By: Anne Wilkinson

Lew C. Bauman, ~~Ph.D., P.E.,~~ mgp 9/2/05
Clerk of the Board of Supervisors, Deputy

APPROVED AS TO FORM:
as revised at pages A-1, A-2, A-3 & A-4 & A-5
Charles J. McKee, County Counsel

Date: 9-2-04

By: Mary Grace Perry

Exhibit A
Page 29 of 36 Pages

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND PREPARED BY LOMBARDO & GILLES, PLC mgp

EXHIBIT "1"

All that real property described as Lots 95, 96, 139-143, and 156-171, inclusive, as shown on the map filed for record on 9-14, 2005 in Volume 23, Cities and Towns, at Page 14, in the Office of the Recorder for the County of Monterey, State of California, excepting therefrom any Remainder Parcel.

END OF DOCUMENT

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND PREPARED BY LOMBARDO & GILLES, PLC

EXHIBIT "A"

Recording Requested by and When Recorded Return to: MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS 168 W. Alisal Street, Second Floor Salinas, CA 93901 Attn: Bryce Hori	

SUBORDINATED

DEED OF TRUST

NOTICE: This Deed of Trust contains a subordination clause, which may result in your security interest in the property becoming subject to and of lower priority than the lien of some other or later security instrument, but in no event lower than second position in accordance with paragraph 10 at page A-3 below.

This DEED OF TRUST, is made between Monterra Ranch Properties, LLC, a California limited liability company ("Trustor"), Chicago Title Insurance Company ("Trustee"), and the County of Monterey, a political subdivision of the State of California ("Beneficiary").

Trustor hereby irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property situated in the County of Monterey, California, described in Exhibit "1" for the purpose of securing the performance of that certain recorded "Subdivision Improvement Agreement for Monterra Ranch Phase X" (herein the "Agreement") executed as of the last date opposite the respective signatures, by Trustor and Beneficiary. The Agreement is hereby incorporated by reference.

To Protect the Security of this Deed of Trust, Trustor Agrees:

1. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

2. To pay: at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto.

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND PREPARED BY LOMBARDO & GILLES, PLC

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purpose; appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee; pay, purchase, contest, compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorneys fees.

3. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

4. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said Agreement for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

The foregoing notwithstanding, this Deed of Trust is subject to partial releases and reconveyances of the security hereunder pursuant to the terms and conditions of the Agreement. Upon request by Trustor pursuant to the Agreement, Beneficiary shall join with Trustor, and instruct Trustee to so join, to execute and record any documents necessary to cause the releases and reconveyances required under the Agreement.

5. That upon written request of Beneficiary or Beneficiary's designee stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Agreement to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said Agreement and this Deed (unless directed in such request to retain them).

6. That upon default by Trustor in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record, Beneficiary also shall deposit with Trustee this Deed, said Agreement and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND PREPARED BY LOMBARDO & GILLES, PLC

of sale at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the Office of the Recorder of Monterey County, shall be conclusive proof of estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8. That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrator, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the Agreement secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9. That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

10. This Deed of Trust is subject to subordination but in no event lower than second position and in accordance with the terms and conditions of the Agreement. Upon request by Trustor, Beneficiary may consider joining with Trustor, and instruct Trustee to so join, to execute and record any document necessary to cause the subordination of this Deed of Trust but in no event lower than second position, and in accordance with the Agreement.

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND PREPARED BY LOMBARDO & GILLES, PLC

The undersigned Trustor requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to them in c/o Derinda L. Messenger at Lombardo & Gilles, P.O. Box 2119, Salinas, California 93902.

TRUSTOR:

MONTERRA RANCH PROPERTIES LLC,
a California limited liability company

THE ROGER E. MILLS LIVING TRUST
Dated February 12, 1987, Member

Date: 9-20-05

By: Roger E. Mills
Roger E. Mills, Trustee

STATE OF CALIFORNIA)
)ss.
COUNTY OF MONTEREY)

On Sept. 20, 2005, before me, Arlene M. Dixon, Notary Public, personally appeared ROGER E. MILLS, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the with instrument and acknowledged to me that he executed the sane in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ARLENE M. DIXON
COMM. # 1497135
Notary Public-California
County of Monterey
My Comm. Exp. June 27, 2008
VRS2

Arlene M. Dixon
Notary Public in and for said County and State

Accepted by Beneficiary

COUNTY OF MONTEREY

Date: 9 Nov 05

By:
BUTCH LINDLEY, Chair
Monterey County Board of Supervisors

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND PREPARED BY LOMBARDO & GILLES, PLC

ATTEST:

Date: 11/8/05 By: Carrie Wilbanks for

Lew C. Bauman, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Charles J. McKee, County Counsel
County of Monterey

Date: 10/26/05 By: Mary Grace Perry

Deputy County Counsel

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES
AND PREPARED BY LOMBARDO & GILLES, PLC

EXHIBIT "1"

That certain real property situate in the County of Monterey, State of California, described as all that real property shown on map filed for record on 12-1-05, 2005, in Volume 23 Cities and Towns, at Page 110, in the Office of the Recorder or the County of Monterey, State of California.

END OF DOCUMENT

Exhibit "1"

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND PREPARED BY LOMBARDO & GILLES, PLC

Exhibit A
Page 36 of 36 Pages

PROMISSORY NOTE
SECURED BY DEED OF TRUST
YORK HIGHLAND RESUBDIVISION – LOT ___

$105,217.55

Carmel Valley, California
May 22, 2012

On or before May 22, 2015, for value received, the undersigned _____ (the "Borrower") promises to pay to Carmel Development Company (the "Holder"), or order, in Carmel Valley, California, or any other place designated in a writing submitted by Holder to Borrower, the principal sum of $ $105,217.55 plus interest on the unpaid principal balance according to the terms contained in this Note.

Interest on the principal sum of this Note from time to time outstanding will be computed on the basis of a 365-day year and actual days elapsed from date of disbursement until paid, at the per annum rate of six (6%) percent. Interest only for the quarterly period ending on the last day of the preceding quarter shall be calculated on a daily basis and shall be payable quarterly on the 22nd day of each quarter, with the first payment due on the 22nd day of August, 2012, and continuing until the 22nd day of May, 2015 at which time the then unpaid balance of principal and interest shall all be due and payable.

Should Borrower fail to pay any interest as provided for in this Note, that interest shall thereafter bear like interest as the principal. Interest shall, at the option of Holder, be payable on demand on any principal balance from and after its maturity date. Should Borrower default in the payment of any installment of interest when due, then the whole sum of principal and interest shall, at the option of Holder, become immediately due. Principal and interest are payable in lawful money of the United States.

Borrower expressly agrees that this Note, or any payment under this Note, may be extended from time to time and consents to the acceptance and/or release of further security for this Note, all without in any way affecting the liability of the Borrower. Borrower waives the rights of presentment and notice of dishonor. "Presentment" means the right to require the Holder to demand payment of amounts due. "Notice of dishonor" means the right to require Holder to give notice to other persons that amounts due have not been paid.

This Note may be prepaid at any time, in whole or in part, without any prepayment penalty.

Whether or not suit is filed, Borrower agrees to pay all reasonable attorneys' fees, costs of collection, costs, and expenses incurred by Holder in connection with the enforcement or collection of this Note. Borrower further agrees to pay all costs of suit and the sum adjudged as attorneys' fees in any action to enforce payment of this Note or any part of it.

This note is secured by a First Deed of Trust, dated May 22, 2012, to First American Title Company, as Trustee, executed by Borrower in favor of Holder.

EXHIBIT B
PAGE 1 OF 1 PAGES

By: _____

EXHIBIT B

When recorded mail to:

Title No.
Escrow No.

DEED OF TRUST WITH ASSIGNMENT OF RENTS
YORK HIGHLANDS RESUBDIVISION-LOT ___

This DEED OF TRUST, made this day of , 2012 between

herein called TRUSTOR

whose address is

FIRST AMERICAN TITLE COMPANY, herein called TRUSTEE, and

CARMEL DEVELOPMENT COMPANY

herein called BENEFICIARY

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale that property in the County of Monterey, State of California, described as follows:

See Attached "Exhibit A" legal description

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING (1) payment of the sum of ($)105,217.55 Dollars with interest thereon according to the terms of a promissory note or notes of even date herewith made by TRUSTOR, payable to order of BENEFICIARY, and extensions or renewals thereof; (2) the performance of each agreement of TRUSTOR incorporated by reference or contained herein or reciting it is so secured; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his or her successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

EXHIBIT B
PAGE 2 OF 7 PAGES

A. To protect the security of this Deed of Trust, and with respect to the property above described, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of the law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who

may apply or release such moneys received by him or her in the same manner and with the same effect as above provided for disposition or proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his or her right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability or any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his or her own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any convenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof.

Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor of successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder , including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(9) The Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obliged to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by laws.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him or her at his or her address hereinbefore set forth.

_____

By:

EXHIBIT B

PAGE 5 OF 7 PAGES

State of_____

County of_____

On _____ before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT B
PAGE 6 OF 7 PAGES

DO NOT RECORD
REQUEST FOR FULL RECONVEYANCE

To First American Title Company

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owning to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated_____

_____

_____

Please mail Deed of Trust, Note(s) and Reconveyance to:

_____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

EXHIBIT B
PAGE 7 OF 7 PAGES

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT TO:

MONTEREY COUNTY PUBLIC WORKS
168 W. Alisal St., 2nd Floor
Salinas CA 93901

Space Above This Line for Recorder's Use Only

File No.: (N/A)

DEED OF FULL RECONVEYANCE

Chicago Title Insurance Company, a Missouri corporation, as, Trustee under that Deed of Trust dated November 9, 2005 executed by Monterra Ranch Properties LLC, A California limited liability company, Trustor and recorded on December 1, 2005, in Document No. 2005127220 of Official Records, in the Office of the County Recorder of Monterey, California, having been requested in writing, by holder of the obligations secured by said Deed of Trust, to the estate granted to Trustee under said Deed of Trust, DOES HEREBY RECONVEY TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, WITHOUT WARRANTY, ALL THE ESTATE, TITLE, AND INTEREST acquired by Trustee under said Deed of Trust, in and to the property described as follows:

See Attached "Exhibit A" legal description.

This Reconveyance is made without affecting the personal liability of any person or the corporate liability of any corporation for the payment of the indebtedness mentioned as secured thereby or the unpaid portion thereof, nor shall it affect any rights or obligations of any of the parties of said Deed of Trust.

Dated: _____

Chicago Title Insurance Company, a Missouri Corporation, Trustee

By: _____
Authorized Signer

EXHIBIT C
PAGE 1 OF 9 PAGES

EXHIBIT C

STATE OF _____)SS
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

_____

My Commission Expires: _____ *This area for official notarial seal*

Notary Name:_____ Notary Phone:_____
Notary Registration Number:_____ County of Principal Place of Business:_____

EXHIBIT C
PAGE 2 OF 9 PAGES

EXHIBIT "A"

All that certain real property situate in the County of Monterey, State of California, described as all that real property shown on map filed for record on December 1, 2005, in Volume 23, Cities and Towns, at Page 16, in the Office of the Recorder for the County of Monterey, State of California.

EXHIBIT C
PAGE 3 OF 9 PAGES

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT TO:

MONTEREY COUNTY PUBLIC WORKS
168 W. Alisal St., 2nd Floor
Salinas CA 93901

Space Above This Line for Recorder's Use Only

File No.: (N/A)

PARTIAL RECONVEYANCE

Chicago Title Insurance Company, a Missouri corporation, as, Trustee under that Deed of Trust executed by Hanover Monterra Investors II, a California General partnership, Trustor and recorded on September 29, 1992, in Reel 2851, Page 689 of Official Records, in the Office of the County Recorder of Monterey, California, having been requested in writing, by holder of the obligations secured by said Deed of Trust, to reconvey a portion of the estate granted to Trustee under said Deed of Trust, DOES HEREBY RECONVEY TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, WITHOUT WARRANTY, ALL THE ESTATE, TITLE, AND INTEREST acquired by Trustee under said Deed of Trust, in and to the portion of the property described as follows:

See Attached "Exhibit A" legal description.

The remaining property described in said Deed of Trust shall continue to be held by said Trustee under the terms thereof. As provided in said Deed of Trust this Partial Reconveyance is made without affecting the personal liability of any person or the corporate liability of any corporation for the payment of the indebtedness mentioned as secured thereby or the unpaid portion thereof, nor shall it affect any rights or obligations of any of the parties of said Deed of Trust.

Dated: _____

Chicago Title Insurance Company, a Missouri Corporation, Trustee

By: _____
Authorized Signer

EXHIBIT C
PAGE 4 OF 9 PAGES

STATE OF _____)SS
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

_____

My Commission Expires: _____ *This area for official notarial seal*

Notary Name:_____ Notary Phone:_____
Notary Registration Number:_____ County of Principal Place of Business:_____

EXHIBIT C
PAGE 5 OF 9 PAGES

EXHIBIT "A"

All that certain real property described as Lots 164-171, inclusive, as shown on that map filed for record on September 14, 2005, in Volume 23, Cities and Towns, at Page14, in the Office of the Recorder for the County of Monterey, State of California; and

All that certain real property situate in the County of Monterey, State of California, described as all that real property shown on map filed for record on December 1, 2005, in Volume 23, Cities and Towns, at Page 16, in the Office of the Recorder for the County of Monterey, State of California.

EXHIBIT C
PAGE 6 OF 9 PAGES

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT TO:

MONTEREY COUNTY PUBLIC WORKS
168 W. Alisal St., 2nd Floor
Salinas CA 93901

Space Above This Line for Recorder's Use Only

File No.: (N/A)

PARTIAL RECONVEYANCE

Chicago Title Insurance Company, a Missouri corporation, as, Trustee under that Deed of Trust dated September 7, 2005, executed by Monterra Ranch Properties LLC, A California limited liability company, Trustor and recorded on September 14, 2005, in Document No. 2005095836 of Official Records, in the Office of the County Recorder of Monterey, California, having been requested in writing, by holder of the obligations secured by said Deed of Trust, to reconvey a portion of the estate granted to Trustee under said Deed of Trust, DOES HEREBY RECONVEY TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, WITHOUT WARRANTY, ALL THE ESTATE, TITLE, AND INTEREST acquired by Trustee under said Deed of Trust, in and to the portion of the property described as follows:

See Attached "Exhibit A" legal description.

The remaining property described in said Deed of Trust shall continue to be held by said Trustee under the terms thereof. As provided in said Deed of Trust this Partial Reconveyance is made without affecting the personal liability of any person or the corporate liability of any corporation for the payment of the indebtedness mentioned as secured thereby or the unpaid portion thereof, nor shall it affect any rights or obligations of any of the parties of said Deed of Trust.

Dated: _____

Chicago Title Insurance Company, a Missouri Corporation, Trustee

By: _____
Authorized Signer

EXHIBIT C
PAGE 7 OF 9 PAGES

STATE OF _____)SS
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____ _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

_____

My Commission Expires: _____ *This area for official notarial seal*

Notary Name:_____ Notary Phone:_____
Notary Registration Number:_____ County of Principal Place of Business:_____

EXHIBIT C
PAGE 8 OF 9 PAGES

EXHIBIT "A"

All that certain real property described as Lots, 164-171, inclusive, as shown on that map filed for record on September 14, 2005, in Volume 23, Cities and Towns, at Page14, in the Office of the Recorder for the County of Monterey, State of California.

EXHIBIT C
PAGE 9 OF 9 PAGES

Recording Requested By And
When Recorded Return to:

County of Monterey
Department of Public Works
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901

SUBORDINATED

DEED OF TRUST

NOTICE: This Deed of Trust contains a subordination clause, which may result in your security interest in the property becoming subject to and of lower priority than the lien of some other or later security instrument, but in no event lower than second position in accordance with paragraph 10 below.

This DEED OF TRUST, is made between Monterey County Bank ("Trustor"), First American Title Company ("Trustee"), and the County of Monterey, a political subdivision of the State of Califorina ("Beneficiary").

Trustor hereby irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property situated in the County of Monterey, California, described in Exhibit "1" for the purpose of securing the performance of that certain recorded "Subdivision Improvement Agreement" for the York Highlands Resubivision executed as of the last date opposite the respective signatures by Monterey County Bank and the County of Monterey, a political subdivision of the State of California. The Subdivision Improvement Agreement is hereby incorporated by reference.

To Protect the Security of this Deed of Trust, Trustors Agree:

1. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

Exhibit D
Page 1 of 14 Pages

EXHIBIT D

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

100.050/DOCUMENTS/Subordinated Deed of Trust

2. To pay: at least ten (10) days before delinquency all taxes and assessements affecting said property including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part therefore, which appear to be prior or superior hereto.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice ot or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorneys fees.

3. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

4. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said Agreement for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the marking of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

The foregoing notwithstanding, this Deed of Trust is subject to partial releases and reconveyances of the security hereunder pursuant to the terms and conditions of the Agreement. Upon request by Trustor pursuant to the Agreement, Beneficiary shall join with Trustor, and instruct Trustee to so join, to execute and record any documents necessary to cause the releases and reconveyances required under the Agreement.

5. That upon written request of Beneficiary or Beneficiary's designee stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Agreement ot Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The grantee in such reconveyance may be described

as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said Agreement and this Deed (unless directed in such request to retain them).

6. That upon default by Trustor in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record, Beneficary also shall deposit with Trustee this Deed, said Agreement and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or waranty, express or implied. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceedings of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. Beneficary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the Office of the Recorder of Monterey County, shall be conclusive proof of estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary herein, the book and page where this Deed is recorded an the name and address of the new Trustee.

8. That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrator, executors, successors and assigns. The term Beneficiary shall not mean the owners and holder, including pledges, of the Agreement secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9. That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

10. This Deed of Trust is subject to subordination but in no event lower than second position and in accordance with the terms and conditions of the Agreement. Upon request by Trustor, Beneficiary may consider joining with Trustor, and instruct Trustee to so join, to execute and record any document necessary to cause the subordination of this Deed of Trust but in no event lower than second position, and in accordance with the Agreement.

ATTEST

Date: _____ BY:_____

Gail T. Borkowski, Clerk of the
Board of Supervisors

APPROVED AS TO FORM:

Charles J. McKee, County Counsel
County of Monterey

Date: _____ BY:_____

Deputy county Counsel

Exhibit D
Page 4 of 14 Pages

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

100.050/DOCUMENTS/Subordinated Deed of Trust

The undersigned Trustors request that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to the following: Charles T. Chrietzberg, Jr., President, Monterey County Bank, 601 Munras Avenue, Monterey, CA 93940.

TRUSTOR:

MONTEREY COUNTY BANK

DATE: _____ By: _____

State of California)
) ss.
County of_____)

On _____, 20___, before me,_____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit D
Page 5 of 14 Pages

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

Accepted by Beneficiary

COUNTY OF MONTEREY

Date: _____ BY: _____

Chair of the Monterey County
Board of Supervisors

Exhibit D
Page 6 of 14 Pages

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

EXHIBIT "1"

That certain real property situated in the County of Motnerey, State of California, described as Lot 18, Lot 20, Lot 21, and Lot 22 as shown on that map filed for record on May 31, 2012, in Volume 24 Cities and Towns, at Page 34, in the Office of the Recorder of the County of Monterey, State of California. track 1513

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

Recording Requested By And
When Recorded Return to:

County of Monterey
Department of Public Works
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901

SUBORDINATED

DEED OF TRUST

NOTICE: This Deed of Trust contains a subordination clause, which may result in your security interest in the property becoming subject to and of lower priority than the lien of some other or later security instrument, but in no event lower than second position in accordance with paragraph 10 below.

This DEED OF TRUST, is made between United Security Bank ("Trustor"), First American Title Company ("Trustee"), and the County of Monterey, a political subdivision of the State of Califorina ("Beneficiary").

Trustor hereby irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property situated in the County of Monterey, California, described in Exhibit "1" for the purpose of securing the performance of that certain recorded "Subdivision Improvement Agreement" for the York Highlands Resubivision executed as of the last date opposite the respective signatures by United Security Bank and the County of Monterey, a political subdivision of the State of California. The Subdivision Improvement Agreement is hereby incorporated by reference.

To Protect the Security of this Deed of Trust, Trustors Agree:

1. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

Exhibit D
Page 8 of 14 Pages

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

100.050/DOCUMENTS/Subordinated Deed of Trust

2. To pay: at least ten (10) days before delinquency all taxes and assessements affecting said property including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part therefore, which appear to be prior or superior hereto.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice ot or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorneys fees.

3. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

4. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said Agreement for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the marking of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

The foregoing notwithstanding, this Deed of Trust is subject to partial releases and reconveyances of the security hereunder pursuant to the terms and conditions of the Agreement. Upon request by Trustor pursuant to the Agreement, Beneficiary shall join with Trustor, and instruct Trustee to so join, to execute and record any documents necessary to cause the releases and reconveyances required under the Agreement.

5. That upon written request of Beneficiary or Beneficiary's designee stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Agreement ot Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The grantee in such reconveyance may be described

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND
APPLICANT SUBMITTAL

as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said Agreement and this Deed (unless directed in such request to retain them).

6. That upon default by Trustor in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record, Beneficary also shall deposit with Trustee this Deed, said Agreement and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or waranty, express or implied. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceedings of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. Beneficary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the Office of the Recorder of Monterey County, shall be conclusive proof of estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary herein, the book and page where this Deed is recorded an the name and address of the new Trustee.

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

8. That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrator, executors, successors and assigns. The term Beneficiary shall not mean the owners and holder, including pledges, of the Agreement secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9. That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

10. This Deed of Trust is subject to subordination but in no event lower than second position and in accordance with the terms and conditions of the Agreement. Upon request by Trustor, Beneficiary may consider joining with Trustor, and instruct Trustee to so join, to execute and record any document necessary to cause the subordination of this Deed of Trust but in no event lower than second position, and in accordance with the Agreement.

ATTEST

Date: _____ BY:_____

Gail T. Borkowski, Clerk of the
Board of Supervisors

APPROVED AS TO FORM:

Charles J. McKee, County Counsel
County of Monterey

Date: _____ BY:_____

Deputy county Counsel

Exhibit D
Page 11 of 14 Pages

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

100.050/DOCUMENTS/Subordinated Deed of Trust

The undersigned Trustors request that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to them in c/o Wanger Jones Helsley PC, Attention Timothy Jones Esq., 265 River Park Circle, Suite 310, Fresno, Ca 93720.

TRUSTOR:

UNITED SECURITY BANK

DATE: _____ By: _____

State of California)
) ss.
County of_____)

On _____, 20___, before me,_____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit D
Page 12 of 14 Pages

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

Accepted by Beneficiary

COUNTY OF MONTEREY

Date: _____ BY:_____

Chair of the Monterey County

Board of Supervisors

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND
APPLICANT SUBMITTAL

EXHIBIT "1"

That certain real property situated in the County of Monterey, State of California, described as Lots 1, 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 19 as shown on map filed for record on May 31, 2012, in Volume 24 Cities and Towns, at Page 34, in the Office of the Recorder of the County of Monterey, State of California. track 1513

Exhibit D
Page 14 of 14 Pages

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

Recording Requested By And
When Recorded Return to:

County of Monterey
Department of Public Works
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901

FIRST DEED OF TRUST

This DEED OF TRUST, is made between Monterey County Bank ("Trustor"), First American Title Company ("Trustee"), and the County of Monterey, a political subdivision of the State of Califorina ("Beneficiary").

Trustor hereby irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property situated in the County of Monterey, California, described in Exhibit "1" for the purpose of securing the performance of that certain recorded "Subdivision Improvement Agreement" for the York Highlands Resubivision executed as of the last date opposite the respective signatures by Monterey County Bank and the County of Monterey, a political subdivision of the State of California. The Subdivision Improvement Agreement is hereby incorporated by reference.

To Protect the Security of this Deed of Trust, Trustors Agree:

1. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

2. To pay: at least ten (10) days before delinquency all taxes and assessements affecting said property including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part therefore, which appear to be prior or superior hereto.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice ot or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in

Exhibit E
Page 1 of 7 Pages

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

100.050/DOCUMENTS/First Deed of Trust

EXHIBIT E

such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorneys fees.

3. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

4. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said Agreement for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the marking of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

The foregoing notwithstanding, this Deed of Trust is subject to partial releases and reconveyances of the security hereunder pursuant to the terms and conditions of the Agreement. Upon request by Trustor pursuant to the Agreement, Beneficiary shall join with Trustor, and instruct Trustee to so join, to execute and record any documents necessary to cause the releases and reconveyances required under the Agreement.

5. That upon written request of Beneficiary or Beneficiary's designee stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Agreement to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said Agreement and this Deed (unless directed in such request to retain them).

6. That upon default by Trustor in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

record, Beneficary also shall deposit with Trustee this Deed, said Agreement and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or waranty, express or implied. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceedings of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. Beneficary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the Office of the Recorder of Monterey County, shall be conclusive proof of estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary herein, the book and page where this Deed is recorded an the name and address of the new Trustee.

8. That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrator, executors, successors and assigns. The term Beneficiary shall not mean the owners and holder, including pledges, of the Agreement secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9. That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

10. This Deed of Trust is not subject to subordination and shall maintain first priority position in accordance with the terms and conditions of the Agreement. Upon request by Trustor, Beneficiary may consider joining with Trustor, and instruct Trustee to so join, to execute and record any document necessary to cause the subordination of this Deed of Trust but in no event lower than second position, and in accordance with the Agreement.

ATTEST

Date: _____ BY: _____

Gail T. Borkowski, Clerk of the
Board of Supervisors

APPROVED AS TO FORM:

Charles J. McKee, County Counsel
County of Monterey

Date: _____ BY: _____

Deputy County Counsel

Exhibit E
Page 4 of 7 Pages

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

100.050/DOCUMENTS/First Deed of Trust

The undersigned Trustors request that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to the following: Charles T. Chrietzberg, Jr., President, Monterey County Bank, 601 Munras Avenue, Monterey, CA 93940.

TRUSTOR:

MONTEREY COUNTY BANK

DATE: _____ By: _____

State of California)
) ss.
County of_____)

On _____, 20___, before me,_____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit E
Page 5 of 7 Pages

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

Accepted by Beneficiary

COUNTY OF MONTEREY

Date: _____ BY:_____

Chair of the Monterey County

Board of Supervisors

Exhibit E

Page 6 of 7 Pages

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

EXHIBIT "1"

That certain real property situated in the County of Monterey, State of California, described as Lot 3, Lot 4 and Lot 5 as shown on map filed for record on May 31, 2012, in Volume 24 Cities and Towns, at Page 34, in the Office of the Recorder of the County of Monterey, State of California. TRACK 1513

Exhibit E
Page 7 of 7 Pages

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND APPLICANT SUBMITTAL

NOVATION AGREEMENT REGARDING SUBDIVISION IMPROVEMENT AGREEMENT

(TRACT [ ] - YORK HIGHLANDS RESUBDIVISION)

DATE May ___, 2012

PARTIES [FILL IN NAME OF ASSIGNING OWNER], a [ ] ("**Assignor**"), as assignor

[FILL IN NAME OF ASSUMING DEVELOPER], a [ ] ("**Developer**"), as assignee

[FILL IN NAME OF CONSENTING OWNER {i.e., the owner of the lots not owned by Assignor}], a [ ] ("**Consenting Owner**"), as consenting party

COUNTY OF MONTEREY, a political subdivision of the State of California (the "**County**"), as consenting party

RECITALS

A. The parties to this Agreement are parties to the County of Monterey Subdivision Improvement Agreement dated as of [ ] (the "**Subdivision Improvement Agreement**"), the original of which was recorded on [ ] as Document Number [ ], Official Records of Monterey County, California, and a copy of which is attached as Exhibit "A."

B. Section 9 of the Subdivision Improvement Agreement provides that each "**Owner**" may assign its interest in the Subdivision Improvement Agreement to a developer, who will assume the assigning Owner's obligations pursuant to the Subdivision Improvement Agreement—at which time the assigning Owner will be relieved of such obligations.

C. The parties are executing this Agreement to memorialize such a novation.

ASSIGNMENT

The parties agree as follows:

1. SUBSTITUTION OF DEVELOPER FOR ASSIGNOR

Assignor assigns its right, title, and interest in the Subdivision Improvement Agreement to Developer, and Developer accepts such assignment and assumes all of Assignor's obligations pursuant to the Subdivision Improvement Agreement. Consenting Owner and the County consent to the foregoing assignment, accept Developer as a party to the Subdivision Improvement Agreement, and release Assignor from all obligations and liabilities pursuant to the Subdivision Improvement Agreement. [NOTE: REVISE FORM AS REQUIRED IF BOTH OWNERS SIMULTANEOUSLY ASSIGN TO A DEVELOPER, IN WHICH CASE BOTH OWNERS WILL BE ASSIGNORS, BUT EACH OWNER WILL STILL RELEASE THE OTHER OWNER]

Exhibit F
Page 1 of 3 Pages

EXHIBIT F

2. SUCCESSORS AND ASSIGNS

This Agreement is binding upon and shall inure to the benefit of the parties' successors and assigns.

SIGNATURES

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

[NAME OF ASSIGNING OWNER], a

By: _____

Its: _____

"Assignor"

[NAME OF CONSENTING OWNER], a

By: _____

Its: _____

"Consenting Owner"

[NAME OF ASSUMING DEVELOPER], a

By: _____

Its: _____

"Developer"

COUNTY OF MONTEREY, a political subdivision of the State of California

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk, Board of Supervisors

APPROVED AS TO FORM:

_____, COUNTY COUNSEL
COUNTY OF MONTEREY

By: _____
Deputy County Counsel

"County"

Exhibit F
Page 2 of 3 Pages

EXHIBIT "A"

Copy of Subdivision Improvement Agreement follows this cover page

END OF DOCUMENT

Exhibit F
Page 3 of 3 Page

This page intentionally left blank

Attachment C

This page intentionally left blank.

Carmel Development Company

P.O. Box 450 Carmel-by-the-Sea CA 93921
7145 Carmel Valley Road Carmel CA 93923
Phone: 831-625-1090 Fax: 831-625-6220
E-mail: michael@carmeldevelopment.com
California State License #484304

April 21, 2020

Carl Holm, Deputy Director of Public Works, Parks & Facilities
Michael Goetz, County Surveyor
County of Monterey
1441 Schilling Place
Salinas, CA 93901

Re: Extension Request for Completion of Subdivision Improvements Under York Highlands Resubdivision Subdivision Improvement Agreement

Dear Mr. Holm and Mr. Goetz,

This letter serves as a formal request for a 24-month extension of time to complete the construction of subdivision improvements for the York Highlands Re-Subdivision from May 22, 2020 to May 22, 2022.

In 2014, the banks who own the York Highlands properties obtained an initial two-year extension of time, which was needed at that time due to regulatory and agency process delays (Board No. 14-046). In 2016 and 2018, additional two-year extensions were needed due to additional regulatory and agency delays (Board Nos. 16-068 and 18-262). Over fifty (50) percent of the subdivision improvements have been completed, and there is ongoing work at this time. The banks and developer are working through regulatory, agency and other delays to secure the final buy-out and construction for the remaining buildout of York Highlands. There have been considerable delays due to difficulties in separating York Highlands from the Monterra HOA in terms of the ongoing management of the CC&R's that are part of the York Highlands approvals. It is our hope that these matters will be soon resolved, and address some of these delays. Extended rain patterns and other weather conditions also resulted in further delays. Therefore, at this time, the developer and the banks require an additional two-year extension to complete the remaining subdivision improvements for York Highlands.

Attached are letters from the project engineer confirming that the cost estimates for the remaining subdivision improvements are still appropriate. Pictures of some of the completed work is also attached, to include finished roads and road walls, which extends from the York Highlands connection at Monterra's phase 6 road (Monterra Ranch Road), where the new road, Encanta, begins, all the way to Encanta's intersection with Tierra Nueva, and to include all of Tierra Nueva. Currently, road work is continuing from the previously completed section of Cresta Madera.

Please find, attached, a proposed amendment to the Subdivision Improvement Agreement. We request that you place this extension request on the next Board agenda for approval. Of course, if you have any questions, please do not hesitate to call me.

Sincerely,

R. Alan Williams

Attachment D

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L&S ENGINEERING AND SURVEYING, INC

April 21, 2020

R. Alan Williams
Carmel Development Company
P.O. Box 450
Carmel, Ca 93921

Re: York Highlands Re-subdivision Engineering Cost Estimate Review

Dear Mr. Williams,
The previously prepared engineering cost estimate for the York Highlands Re-subdivision is within a reasonable construction pricing range. No changes or updates to the estimate are necessary. Please call me if you have any questions.

Chris Stout
Vice President, L&S Engineering and Surveying

4-21-2020
Date

2460 GARDEN ROAD, SUITE G, MONTEREY, CA 93940
Phone: (831) 655-2723 Fax: (831) 655-3425 Web Site: WWDENGINEERING.COM E-Mail: MAIL@WWDENGINEERING.COM

L&S ENGINEERING AND SURVEYING, INC

April 21, 2020
Monterey County Public Works
1441 Schilling Place, North Building
Salinas, Ca 93901
Phone 831-755-4800

Subject: Phase 1 York Highlands Grading Plans GP060305 Closeout Letter.

To whom it may concern,

A Portion (Phase 1) of York Highlands has been constructed. The grading, road paving, retaining walls, drainage, water, sewer, and sewer pump stations has been installed for the Phase 1 portion of the subdivision. In addition, PG&E conduits, vaults, and gas lines have been installed for the Phase 1 portion as well. The improvements noted have been construction staked and installed within substantial conformance with the approved York Highlands Grading Plans.

The Phase 1 portion of the roads and utilities that have been completed are:

Encanta	Sta 0+00 to 44+80.
Cresta Madera	Sta 0+00 to 5+75.
Tierra Nueva	Sta 0+00 to 10+50.

The Phase 1 Lots to be served by the installed improvements are:
Lot 2
Lot 6
Lot 8
Lot 9
Lot 10
Lot 11
Lot 12

If you have further questions regarding the Phase 1 Closeout of York Highlands, please feel free to contact me at your convenience.

Sincerely,

Christopher Stout, P.E. 59,685

2460 Garden Road, Suite G Monterey, CA 93940
Phone: (831) 655-2723 Fax: (831) 655-3425 Web: LandSengineers.com E-Mail: office@LandSengineers.com

Introduced: 1/8/2021

Current Status: Passed - Natividad Medical Center

Version: 1

Matter Type: BoS Agreement

a. Ratify the execution by the Chief Executive Officer for Natividad Medical Center of the Professional and Call Coverage Services Agreement with Monterey Anesthesia Professionals (MAP) to provide anesthesia services, for an amount not to exceed $12,000,000 for the period January 1, 2021 to December 31, 2022; and
b. Authorize the Chief Executive Officer for NMC or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($1,200,000) of the original contract amount and do not significantly change the scope of work.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Ratify the execution by the Chief Executive Officer for Natividad Medical Center of the Professional and Call Coverage Services Agreement with Monterey Anesthesia Professionals (MAP) to provide anesthesia services, for an amount not to exceed $12,000,000 for the period January 1, 2021 to December 31, 2022; and
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SUMMARY/DISCUSSION:
Natividad must arrange for the provision of professional consultation and treatment of patients of its five operating rooms, including a physician that is in-house and immediately available 24 hours a day and a back-up physician that is available on-call 24 hours a day in accordance with American College of Surgeons (ACS) guidelines for a Level II Trauma Center; 24 hours a day anesthesia services within the hospital's labor and delivery suites; and anesthesia services such as airway management (intubations), central line insertion and acute postoperative pain management. MAP also provides a physician to serve as medical director for general administration and oversight of the anesthesia services.

Ratification of the executed agreement will ensure that the group can continue to provide these critical anesthesia services without interruption. Natividad has obtained an independent opinion of fair market value supporting the payment terms of this agreement.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this agreement as to legal form. Auditor-Controller has

reviewed and approved this agreement as to fiscal provisions. The agreement has also been reviewed and approved by Natividad Medical Center's Finance Committee and Board of Trustees on January 8, 2021.

FINANCING:
The total not to exceed amount of this agreement is $12,000,000 for the period January 1, 2021 to December 31, 2022 (24 months). $6,000,000 is included in the Fiscal Year 2020/2021 Adopted Budget. The remaining amount will be budgeted in subsequent fiscal years. There is no impact to the General Fund.

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506
Approved by: Gary Gray D.O., Chief Executive Officer, 783.2553

Attachments:
Agreement

Attachments on file at the Clerk of the Board

Introduced: 1/8/2021 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

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Approved by: Gary Gray D.O., Chief Executive Officer, 783.2553

Attachments:
Agreement

Attachments on file at the Clerk of the Board

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

1/15/21
Date

NMC-297-AR0-2020

PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

by and between

NATIVIDAD MEDICAL CENTER ("Hospital")

and

MONTEREY ANESTHESIA PROFESSIONALS ("Contractor")

PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (this **"Agreement"**) is entered into as of January 1, 2021, by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and MONTEREY ANESTHESIA PROFESSIONALS, a California general partnership (**"Contractor"**). County, Hospital and Contractor are sometimes referred to in this Agreement as a **"Party"** or, collectively, as the **"Parties."**

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility and Level II Trauma Center located in Salinas, California in which it operates an anesthesia department (the **"Department"**) under its acute care license.

B. Hospital must arrange for the provision of professional consultation and treatment of patients who present to the emergency department (**"ED"**) and/or who are admitted as Hospital inpatients in need of medical care or treatment in the Specialty, including inpatient and outpatient procedures performed in Hospital's operating room (collectively, the **"Hospital Patients"**), without regard to any consideration other than medical condition.

C. Hospital desires to retain Contractor to provide professional services and certain administrative services related to the development and operation of the Department, through qualified physicians (collectively, the **"Group Physicians"** and each, a **"Group Physician"**) and certified nurse anesthetists (collectively, the **"Group CRNAs"** and each, a **"Group CRNA"**) who are employed or otherwise engaged by Group (collectively, the **"Group Providers"** and each, a **"Group Provider"**). Each Group Physician is board certified, or is otherwise in compliance with the board certification requirements set forth in the Hospital's medical staff (**"Medical Staff"**) bylaws, for the practice of medicine in the specialty of anesthesia (the **"Specialty"**) and is a physician duly licensed and qualified to practice medicine in the State of California (the **"State"**). Each Group CRNA is trained and/or experienced in the Specialty, or in another specialty as deemed fit by Hospital, or is otherwise in compliance with the certification requirements set forth in the Hospital's allied health professional staff (**"Allied Health Staff"**).

D. Hospital has considered the following factors in determining the necessity and amount of compensation payable to Contractor pursuant to this Agreement:

1. The nature of Contractor's duties as contemplated by this Agreement.

2. Contractor's qualifications.

3. The difficulty in obtaining a qualified physician to provide the services described in this Agreement.

4. The benefits to Hospital's community resulting from Contractor's performance of the services described in this Agreement.

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I.
CONTRACTOR'S OBLIGATIONS

1.1 Professional Services.

(a) Contractor, through its Group Providers, shall provide the professional services described in **Exhibit 1.1(a)** (the **"Anesthesia Services"**) to Hospital Patients, upon the terms and subject to the conditions set forth in this Agreement.

(b) Contractor shall provide the required number of qualified Group Providers to be available to provide Anesthesia Services within Hospital's operating rooms (the **"Operating Rooms"**) at the minimum staffing levels and in accordance with the staffing patterns set forth in **Exhibit 1.1(b)** and below, as modified by mutual agreement of the Parties from time to time:

(i) One (1) qualified Group CRNA shall be physically present and available to provide Anesthesia Services within the Hospital's Labor and Delivery Suites (the **"Labor and Delivery Suites"**) twenty-four (24) hours a day, seven (7) days per week, including all holidays; and

(ii) One (1) Group Physician shall be physically present and immediately available to provide Anesthesia Services twenty- four (24) hours per day, seven (7) days per week, including all holidays, in accordance with the Hospital's Code Trauma Policy and the following terms and conditions:

(A) the maximum acceptable response time for Level II trauma centers is fifteen (15) minutes from patient arrival for Code Trauma for the on-call in-house Group Physician, thirty (30) minutes from patient arrival for the Group Physician providing back-up call and thirty (30) minutes for Trauma Alerts (moderate trauma);

(B) response time means the Group Physician on-call is physically present in the trauma resuscitation room as documented by the trauma scribe on the trauma run sheet;

(C) demonstration of the attending Group Physician's prompt arrival for patients with appropriate activation criteria must be monitored by the Hospital's trauma Performance Improvement and Patient Safety (PIPS) program by documentation of the Group Physician's arrival as documented by the trauma scribe on the trauma run document;

(D) Group Physician on call must identify himself/herself as present to the trauma scribe;

(E) it is Group Physician's sole responsibility to ensure his/her presence in the trauma room is documented by the trauma scribe on the trauma run sheet; and

(F) if Group Physician's presence is not documented, Group Physician will be considered not to be present, failure to meet these time restrictions will lead to immediate removal of Group Physician from the trauma call panel by the Hospital's Trauma Director.

(c) Contractor shall schedule Group Providers by day, location, and/or case, and shall also maintain a regular system for permitting individual surgeons to reasonably request a specific Group Provider to provide Anesthesia Services, including airway management (intubations), central line insertion and acute postoperative pain management, in a manner consistent with the efficient operation of the Department and Hospital (the **"Consult Services"**).

(d) Contractor shall provide one (1) Group Physician to be designated by Hospital's Trauma Director to act as the liaison to the trauma program and participate in trauma committees and be present at least fifty percent (50%) of the committee meetings.

(e) Contractor shall ensure that qualified Group Physicians are available at reasonable times in accordance with the staffing patterns set forth in **Exhibit 1.1(b)**, for consultation with individual members of the Medical Staff (and physicians consulting with such staff members), committees of the Medical Staff, and nursing and administrative employees of Hospital, regarding Anesthesia Services.

1.2 Teaching Services. Contractor shall provide to Hospital those teaching services set forth in **Exhibit 1.2** (collectively, the **"Teaching Services"**). Contractor shall not be separately compensated for the provision of Teaching Services under this Agreement.

1.3 Additional Services. Contractor shall provide to Hospital those additional services set forth in **Exhibit 1.3** (the **"Additional Services"**), upon the terms and subject to the conditions set forth in this Agreement.

1.4 Medical Director Services.

(a) Contractor shall provide and cause, a Group Physician (**"Medical Director"**) designated by Contractor and accepted by Hospital, to serve as medical director of the Department. Medical Director shall perform the duties set forth on **Exhibit 1.4(a)** (the **"Director Services"**) and shall perform all Director Services in accordance with the Hospital Rules and upon the terms and subject to the conditions set forth in this Agreement.

(b) Contractor shall cause Medical Director to devote whatever time is necessary to effectively provide the Director Services; provided, however, that Medical Director shall perform Director Services, a minimum of twelve (12) hours per month (**"Medical Director Minimum"**). Medical Director shall allocate time to Director Services when and as needed and as reasonably requested by Hospital from time to time.

(c) Medical Director shall be solely responsible for performing the Director Services. If for any reason Medical Director: (i) fails to satisfy any of the professional standards and qualifications set forth in this Article I of this Agreement; (ii) is no longer a Group Physician; (iii) is removed from service in accordance with Section 5.7 or Section 5.8; (iv) is unable to provide the Director Services due to illness, disability, vacation or any other absence; (v) is otherwise unable to perform the Director Services; or (vi) is removed from the position of Department medical director at the written request of Hospital, then Contractor shall designate a replacement Group Physician to provide Director Services on behalf of Medical Director, subject to approval by Hospital, which approval shall not be unreasonably withheld or delayed. Contractor shall ensure that any designated replacement meets all qualifications and satisfies all obligations of Medical Director under this Agreement. Contractor shall be solely responsible for compensating any designated replacement providing Director Services pursuant to this Agreement.

(d) The Anesthesia Services, Teaching Services, Additional Services, Director Services and Consult Services are sometimes referred to collectively in this Agreement as the **"Services."**

1.5 **Time Commitment.** Contractor shall allocate time among the Services as reasonably requested by Hospital from time to time.

1.6 **Availability.** Contractor shall ensure that one (1) or more of its Group Physicians shall be available to provide the Services on a twenty-four (24) hour per day, seven (7) day per week basis. On or before the first (1st) day of each month, Contractor shall inform Hospital of Group Physicians' schedule of availability to perform the Services during the following month. Group Physicians shall use their best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital's needs for the Services.

1.7 **Time Reports.** Contractor shall maintain and submit to Hospital monthly time sheets that provide a true and accurate accounting of time spent on a daily basis providing the Services. Such time sheets shall be on the then-current form provided by Hospital attached hereto as **Exhibit 1.7**. Contractor shall submit all such time sheets to Hospital no later than the tenth (10th) day of each month for Services provided during the immediately preceding month.

1.8 **Medical / Allied Health Staff.** Each Group Provider shall be a member in good standing and active on the Hospital's Medical Staff or Allied Health Staff, as applicable, and have and maintain all clinical privileges at Hospital necessary for the performance of Group Provider's obligations under this Agreement. If, as of the Effective Date (as defined in Section 5.1), any Group Provider is not a member in good standing or active on the Medical Staff or Allied Health Staff, as applicable, or does not hold all clinical privileges at Hospital necessary for the performance of Group Provider's obligations hereunder, such Group Provider

shall have a reasonable amount of time, which in no event shall exceed sixty (60) calendar days from the Effective Date, to obtain such membership and/or clinical privileges; provided, however, that such Group Provider diligently pursues such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws; and provided, however, that, at all times, Group Provider has been granted privileges to perform the Services. Any Group Provider may obtain and maintain medical staff privileges at any other hospital or health care facility at Group Provider's sole expense.

1.9 Professional Qualifications. Each Group Provider shall have and maintain an unrestricted license to practice in the State. Each Group Provider shall be board certified or board eligible in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties. Each Group Provider shall have and maintain a valid and unrestricted United States Drug Enforcement Administration (**"DEA"**) registration.

1.10 Review of Office of the Inspector General ("OIG") Medicare Compliance Bulletins. The OIG from time to time issues Medicare compliance alert bulletins. To the extent applicable to Contractor's performance under this Agreement, Contractor and each Group Provider shall undertake to review, be familiar with and comply with all applicable requirements of such OIG compliance bulletins.

1.11 Performance Standards. Contractor and each Group Provider shall comply with all bylaws, Medical Staff policies, rules and regulations of Hospital and the Medical Staff (collectively, the **"Hospital Rules"**), and all protocols applicable to the Services or the Hospital (the **"Protocols"**).

1.12 Code of Conduct. Contractor hereby acknowledges receipt of Hospital's Code of Conduct which is attached to this Agreement as **Exhibit 1.12** (the **"Code"**), and agrees that Contractor and each Group Provider has been given ample opportunity to read, review and understand the Code. With respect to Contractor's and the Group Providers' business dealings with Hospital and their performance of the Services described in this Agreement, neither Contractor nor any Group Provider shall act in any manner which conflicts with or violates the Code, nor cause another person to act in any manner which conflicts with or violates the Code. Contractor and each Group Provider shall comply with the Code as it relates to their business relationship with Hospital or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

1.13 Continuing Medical Education. Contractor shall ensure that each Group Provider participates in continuing medical education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

1.14 Use of Space. Contractor and each Group Provider shall use Hospital's premises and space solely and exclusively for the provision of the Services, except in an emergency or with Hospital's prior written consent.

1.15 Notification of Certain Events. Contractor shall notify Hospital in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:

(a) Contractor or any Group Provider becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the **"Federal Health Care Programs"**) or state equivalent, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) the medical staff membership or clinical privileges of any Group Provider at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) any Group Provider becomes the subject of any suit, action or other legal proceeding arising out of Contractor's professional services;

(d) any Group Provider voluntarily or involuntarily retires from the practice of medicine;

(e) any Group Provider's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(f) Contractor or any Group Provider is charged with or convicted of a criminal offense;

(g) Contractor changes the location of Contractor's office;

(h) any act of nature or any other event occurs which has a material adverse effect on Contractor's or any Group Provider's ability to provide the Services; or

(i) Contractor or any Group Provider is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

1.16 Representations and Warranties by Contractor. Contractor represents and warrants that: (a) no Group Provider's license to practice in any state has ever been suspended, revoked or restricted; (b) neither Contractor nor any Group Provider has ever been reprimanded, sanctioned or disciplined by any licensing, certification or medical specialty board, as applicable; (c) neither Contractor nor any Group Provider has ever been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) no Group Provider has ever been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) no Group Provider's medical staff or allied health staff membership, as applicable, or clinical privileges at any hospital or health care facility have ever been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) no Group Provider has ever been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

1.17 Nondiscrimination. Neither Contractor nor any Group Provider shall differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

1.18 Exclusive Services.

(a) During the term of this Agreement, Hospital shall not, employ or contract with any person or entity other than Contractor to provide Professional Services in the Specialty, except with respect to pain management services. Nothing in this Section is intended or shall be construed to preclude Hospital from granting clinical privileges to any other physician or physicians consistent with the Hospital Rules that would permit such physician or physicians to provide professional services.

(b) In the event Contractor fails to or notifies Hospital that it is reasonably anticipated to be unable to provide staffing and/or coverage in accordance with the terms and conditions of this Agreement, Hospital shall have the right, at its option and notwithstanding any provision of this Agreement to the contrary, to make alternative arrangements for the provision of the Professional Services. Hospital's rights under this Section shall not (i) relieve Contractor of its obligations under this Agreement, (ii) affect Hospital's right to terminate this Agreement, or (iii) adversely affect Hospital's right to seek indemnity as a result of the breach of this Agreement by Contractor.

1.19 Compliance with Grant Terms. If this Agreement has been or will be funded with monies received by Hospital or County pursuant to a contract with the state or federal government or private entity in which Hospital or County is the grantee, Contractor and Group Providers shall 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, Hospital shall deliver a copy of said contract to Contractor at no cost to Contractor.

1.20 Medical Records and Claims.

(a) Contractor shall ensure that each Group Provider prepares complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to patients, in accordance with the Hospital Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as Hospital designates from time to time. All such information and records relating to any patient shall be: (i) prepared on forms developed, provided or approved by Hospital; (ii) the sole property of Hospital; and (iii) maintained at Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to patients, Hospital, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local laws and regulations and with contracts between Hospital and third party payors. Contractor shall cooperate with Hospital in completing such claim forms for patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.20(b) shall survive the expiration or termination of this Agreement.

1.21 Records Available to Contractor. Both during and after the term of this Agreement, Hospital shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

1.22 Response Times. Contractor shall ensure that any and all Group Providers shall be promptly available and respond in person to a request for an emergency evaluation by the attending physician or any other Hospital physician within a response time frame as required by the patient's medical condition and in accordance with the Hospital Rules and ACS Requirements for a Level II Trauma Center.

1.23 Group Providers.

(a) Contractor shall employ, contract with, or otherwise engage Group Providers. Contractor has initially engaged those Group Providers listed (and identified by NPI number) on **Exhibit 1.24(a)** to provide the Services, which Group Providers are hereby approved and accepted by Hospital.

(b) Contractor may from time to time engage one (1) or more additional Group Providers (including locum tenens physicians) to provide the Services under this Agreement, subject to Hospital's prior written approval, which approval may be given, withheld or conditioned by Hospital in its sole discretion. In the event Hospital withholds approval with respect to any additional Group Provider, such Group Provider shall not be entitled to any "fair hearing" or any other hearing or appellate review under any provision of the Medical Staff Bylaws, unless Hospital determines that the withholding of approval is reportable to any state's medical board or other agency responsible for professional licensing, standards or behavior.

(c) Contractor shall ensure that, during the term of this Agreement, any and all Group Providers (including locum tenens physicians) providing the Services satisfy the professional standards and qualifications set forth in this Article I of this Agreement.

(d) Contractor shall provide prompt written notice to Hospital in the event any Group Provider resigns, is terminated by Contractor, or otherwise ceases to provide the Services.

(e) Contractor shall ensure that the Services are performed only [on the Hospital's premises] by Group Providers who have been approved and accepted by Hospital, and have not been removed in accordance with this Agreement.

(f) Contractor shall cause each Group Provider providing the Services to comply with all obligations, prohibitions, covenants and conditions imposed on Contractor pursuant to this Agreement. Contractor shall cause each Group Provider to execute and deliver to Hospital a letter of acknowledgment in the form attached as **Exhibit 1.24(f)** prior to providing any Services under this Agreement

ARTICLE II.
COMPENSATION

2.1 **Compensation.** Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Twelve Million Dollars ($12,000,000).

2.2 **Billing and Collection.** Hospital shall have the sole and exclusive right to bill and collect for any and all Professional Services rendered to Patients by Contractor or any Group Provider under this Agreement. Hospital shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such Professional Services.

(a) **Assignment of Claims.** Contractor hereby assigns (or reassigns, as the case may be) to Hospital all claims, demands and rights of Contractor for any and all Anesthesia Services rendered by Contractor pursuant to this Agreement. Contractor shall take such action and execute such documents (e.g., CMS Forms 855R and 855I), as may be reasonably necessary or appropriate to effectuate the assignment (or reassignment, as the case may be) to Hospital of all claims, demands and rights of Contractor for any and all Anesthesia Services rendered by Contractor pursuant to this Agreement.

(b) **Cooperation with Billing and Collections.** Contractor shall cooperate with Hospital in the billing and collection of fees with respect to Anesthesia Services rendered by Contractor. Without limiting the generality of the foregoing, Contractor shall cooperate with Hospital in completing such claim forms with respect to Anesthesia Services rendered by Contractor pursuant to this Agreement as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(c) **Hospital as Exclusive Source for Compensation for Anesthesia Services.** Contractor shall seek and obtain compensation for the performance of Anesthesia Services only from Hospital. Contractor shall not, bill, assess or charge any fee, assessment or

charge of any type against any Hospital patient or any other person or entity for Anesthesia Services rendered by Contractor pursuant to this Agreement. Contractor shall promptly deliver to Hospital any and all compensation, in whatever form, that is received by Contractor or any Group Provider for Anesthesia Services rendered by Contractor or any Group Provider pursuant to this Agreement, including any amount received from any Managed Care Organization (as defined below) for Anesthesia Services rendered by Contractor or any Group Provider pursuant to this Agreement.

(d) **Joint and Several Liability**. Hospital and Contractor acknowledge that they will be jointly and severally liable for any Federal Health Care Program overpayments relating to claims with respect to Anesthesia Services furnished by Contractor pursuant to this Agreement. The foregoing is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the Parties' respective indemnification obligations under this Agreement.

(e) **Indemnification for Billing Information.** Contractor hereby agrees to indemnify County, Hospital, its officers, supervisors, trustees, employees and agents, from and against any and all liability, cost, loss, penalty or expense (including, without limitation, attorneys' fees and court costs) incurred by Hospital resulting from negligent acts or negligent omissions of Contractor which result in inaccurate and/or improper billing information furnished by Contractor and relied on by Hospital regarding Anesthesia Services rendered by Contractor to Patients, to the extent such liability, cost, loss, penalty or expense exceeds the amount of payment or reimbursement actually received by Hospital for such services.

2.3 Third Party Payor Arrangements.

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

(b) To enable Hospital or the Clinic to participate in any third party payor arrangement, Contractor shall, not more than ten (10) business days following Hospital's request:

(i) Initiate enrollment as a provider (if required by the third party payor), separate from Hospital and Clinic, with any third party payor or intermediate organization (including any independent practice association) (each, a **"Managed Care Organization"**) designated by Hospital for the provision of Professional Services to Hospital patients covered by such Managed Care Organization;

(ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;

(iii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision

of Professional Services to Hospital patients covered by such Managed Care Organization; and/or

(iv) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization.

ARTICLE III.
INSURANCE AND INDEMNITY

3.1 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 Hospital's Medical Staff Office, 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 Hospital has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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

3.3 Insurance Coverage Requirements. Without limiting Contractor's or Group Provider's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor's sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

(a) **Professional liability insurance**, covering Contractor and each Group Provider with coverage of not less than One-Million Dollars ($1,000,000) per Provider per occurrence and Three-Million Dollars ($3,000,000) per Provider in the aggregate; or such other amount(s) of professional liability insurance as may be required by Article 2.2-1 of Hospital's Medical Staff Bylaws from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor and Group Provider is procured on a "Claims Made" rather than "Occurrence" basis, then Contractor and Group Provider shall either continue such coverage or obtain extended reporting coverage (**"Tail Coverage"**), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. All insurance required by this

Agreement shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State.

(b) **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 One Million Dollars ($1,000,000) per occurrence.

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

(c) **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 One Million Dollars ($1,000,000) per occurrence.

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

(d) **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 One Million Dollars ($1,000,000) each person, One Million Dollars ($1,000,000) each accident and One Million Dollars ($1,000,000) each disease.

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

3.4 Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to Hospital and issued and executed by an admitted insurer authorized to transact insurance business in the State. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Contractor and Group Providers complete their performance of services under this Agreement.

Each liability policy shall provide that Hospital shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor, Group Providers, 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 Hospital, Contractor shall file certificates of insurance with Hospital's Medical Staff Office, showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Contractor and each Group Provider 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 Hospital, annual certificates to Hospital's Medical Staff Office. If the certificate is not received by the expiration date, Hospital shall notify Contractor and Contractor shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Contractor to maintain such insurance is a default of this Agreement, which entitles Hospital, at its sole discretion, to terminate the Agreement immediately.

3.5 Right to Offset Insurance Costs.

(a) In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of County, County may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefore. If Contractor does not promptly reimburse all such amounts, then County shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as County may have at law or in equity.

(b) The County's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

3.6 Indemnification.

(a) **Indemnification by Contractor.** Contractor and each Group Provider shall indemnify, defend, and hold harmless 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 Contractor's or Group Providers' 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 and Group Providers' acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor and Group Providers, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

3.7 Indemnification for Timely Payment of Tax Contributions. It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor or any Group Provider shall be construed to make or render Contractor or any Group Provider the agent, employee or servant of County. Contractor and each Group Provider agrees to indemnify, defend and hold harmless County and Hospital from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Hospital based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

3.8 Hospital Services. Hospital shall retain professional and administrative responsibility for the operation of the Hospital and/or Clinic, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

3.9 Survival of Obligations. The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

ARTICLE IV.
RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractor.

(a) Contractor and each Group Provider is and shall at all times be an independent contractor with respect to Hospital in the performance of Contractor's and Group Provider's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Contractor or Hospital and any Group Provider. No Group Provider shall hold himself or herself out as an officer, agent or employee of Hospital, and shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) If the Internal Revenue Service ("**IRS**") or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor or any Group Provider with respect to County, the Parties hereto mutually agree that: (i) each shall

inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract with any Group Provider.

4.2 **Limitation on Control.** Hospital shall neither have nor exercise any control or direction over Contractor's or any Group Provider's professional medical judgment or the methods by which Contractor or any Group Provider performs professional medical services; provided, however, that Contractor and Group Providers shall be subject to and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.

4.3 **Practice of Medicine.** Contractor and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

4.4 **No Benefit Contributions.** Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

4.5 **Referrals.** Contractor and the Group Providers shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor or the Group Providers best qualified to deliver medical services to any particular patient; provided; however, that neither Contractor nor any Group Provider shall refer any Hospital patient to any provider or health care services which either Contractor or any Group Provider knows or should have known is excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program or state equivalent. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor or Hospital and the Group Providers, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option

terminate this Agreement with three (3) days' notice to the other Party. Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Contractor, Group Provider or any person employed or retained by Contractor.

4.6 **Form 1099 or W-2.** If required to do so under applicable law, Hospital shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.

4.7 **Contractor Compensation Arrangements.** Contractor represents and warrants to Hospital that the compensation paid or to be paid by Contractor to any Provider is and will at all times be fair market value for services and items actually provided by such Provider, not taking into account the value or volume of referrals or other business generated by such Provider for Hospital or any Affiliate. Contractor further represents and warrants to Hospital that Contractor has and will at all times maintain a written agreement with each Provider receiving compensation from Contractor.

4.8 **Cooperation.**

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an **"Action"**) arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospital and/or Clinic. Such cooperation shall include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist Hospital, as reasonably requested by Hospital, in Hospital's compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to

the operation of Hospital, or any nationally recognized accrediting organization that Hospital designates from time to time.

4.9 **Contractor's Performance.** County or Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Hospital's Medical Director/Chief Medical Officer and from other professionals within Hospital.

4.10 **Right of Inspection.** Upon reasonable prior written notice, Hospital and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor or any Group Provider to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of Hospital or Contractor.

4.11 **Access to and Audit of Records.** Hospital 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 Ten Thousand Dollars ($10,000), the Parties may be subject, at the request of Hospital or as part of any audit of Hospital, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

ARTICLE V.
TERM AND TERMINATION

5.1 **Term.** This Agreement shall become effective on January 1, 2021 (the **"Effective Date"**), and shall continue until December 31, 2022 (the **"Expiration Date"**), subject to the termination provisions of this Agreement.

5.2 **Termination by Hospital.** Hospital shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) breach of this Agreement by Contractor or any Group Provider where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Contractor;

(b) neglect of professional duty by Contractor or any Group Provider in a manner that poses an imminent danger to the health or safety of any individual, or violates Hospital's policies, rules or regulations;

(c) there is a "substantial change" in Contractor which has not received prior written approval or subsequent ratification by Hospital. The retirement, withdrawal, termination, or suspension of one (1) or more Group Providers of Contractor at any time during the term of this Agreement shall be considered to be a "substantial change" in Contractor only if there is a reduction in hours equivalent to in excess of one full-time Group Provider. Notwithstanding anything in the foregoing to the contrary, the retirement, withdrawal, termination, or suspension of any single Group Provider of Contractor shall not constitute a "substantial change" in Contractor as that term is used herein;

(d) breach by Contractor or any Group Provider of any HIPAA Obligation (as defined in **Exhibit 6.3**);

(e) Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law of any jurisdiction;

(f) the insurance required to be maintained by Contractor under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or Contractor) for any reason, and Contractor has not obtained replacement coverage as required by this Agreement prior to the effective date of such termination, reduction, non-renewal or cancellation;

(g) Contractor is rendered unable to comply with the terms of this Agreement for any reason; or

(h) upon a sale of all or substantially all assets comprising Hospital's acute care hospital facility, any change of control in Hospital's organization, or any change in control of its day to day operations, whether through a membership change or by management contract. Hospital shall notify Contractor in writing of such sale or change of control at least thirty (30) days prior to the closing date of any such sale or the effective date of any such change of control.

5.3 Termination by Contractor. Contractor shall have the right to terminate this Agreement upon breach of this Agreement by Hospital where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to Hospital.

5.4 Termination or Modification in the Event of Government Action.

(a) If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one Party notices the other of such fact.

(c) For the purposes of this Section, **"Government Action"** shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Hospital, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would:

(i) revoke or jeopardize the status of any health facility license granted to Hospital or any Affiliate of Hospital;

(ii) revoke or jeopardize the federal, state or local tax-exempt status of Hospital or any Affiliate of Hospital, or their respective tax-exempt financial obligations;

(iii) prevent Contractor or any Group Provider from being able to access and use the facilities of Hospital or any Affiliate of Hospital;

(iv) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if Contractor or any Group Provider referred patients to Hospital or any Affiliate of Hospital;

(v) prohibit Hospital or any Affiliate of Hospital from billing for services provided to patients referred to by Contractor or any Group Provider;

(vi) subject Hospital or Contractor, any Group Provider, or any Affiliate of Hospital, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or

(vii) jeopardize Hospital's full accreditation with any accrediting organization as Hospital designates from time to time.

(d) For the purposes of this Agreement, **"Affiliate"** shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with Hospital.

5.5 **Termination without Cause.** Either Party may terminate this Agreement without cause, expense or penalty, effective one hundred twenty (120) calendar days after written notice of termination is given to the other Party.

5.6 **Effect of Termination or Expiration.** Upon any termination or expiration of this Agreement:

(a) all rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; (iii) Contractor's obligation to continue to provide services to Hospital patients under Contractor's and Group Providers' care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another Provider;

(b) upon Hospital's request, Contractor and any Group Provider shall immediately vacate the premises, removing any and all of Contractor's and Group Providers'

personal property, and Hospital may remove and store, at Contractor's expense, any personal property that either Contractor or any Group Provider has not so removed;

(c) Contractor and Group Providers shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, in Contractor's or Group Providers' possession or under Contractor's or Group Providers' control;

(d) Contractor and Group Providers shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of the Services, or interferes in any way with any relationship between Hospital and any other person or entity who may be engaged to provide the Services to Hospital;

(e) The expiration or termination of this Agreement shall not entitle Contractor or Group Providers to the right to a "fair hearing" or any other similar rights or procedures more particularly set forth in the Medical Staff bylaws or otherwise; and

(f) This Section 5.6 shall survive the expiration or termination for any reason of this Agreement.

5.7 **Immediate Removal of Group Providers.** Contractor shall immediately remove any Group Provider from furnishing Services under this Agreement who:

(a) has his or her Medical Staff membership or clinical privileges at Hospital terminated, suspended, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(b) has his or her license to practice medicine in the State, DEA registration denied, suspended, restricted, terminated, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) is convicted of a felony, a misdemeanor involving fraud, dishonesty, or moral turpitude, or any crime relevant to Professional Services or the practice of medicine;

(d) is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent;

(e) fails to satisfy any of the standards and qualifications set forth in Sections 1.8, 1.9, 1.11 and 1.13 of this Agreement; or

(f) fails to be covered by the professional liability insurance required to be maintained under this Agreement.

5.8 Removal of Group Providers upon Hospital Request. Upon written request by Hospital, Contractor shall immediately remove any Group Provider from furnishing Services under this Agreement who:

(a) engages in conduct that, in Hospital's good faith determination, jeopardizes the mental or physical health, safety or well-being of any person or damages the reputation of Hospital;

(b) fails to comply with any other material terms or conditions of this Agreement after being given written notice of that failure and a reasonable opportunity to comply;

(c) is unable to perform services as required under this Agreement for more than thirty (30) days in the aggregate over any three (3) month period; or

(d) within a twelve (12) month period, has two (2) or more medical malpractice judgments filed against him or her, or he or she becomes the subject of two (2) or more proceedings by the Medical Staff regarding the performance of professional medical services.

5.9 Effect of Removal. Upon the removal of a Group Provider pursuant to Section 5.7 or Section 5.8 of this Agreement, Contractor shall employ, contract with, or otherwise engage, at its cost and expense, a qualified substitute for the removed Group Provider, or shall demonstrate to Hospital's satisfaction Contractor's ability to continuously perform the Services without such a substitute. Failure to take such action shall constitute a material breach of this Agreement, subject to Section 5.2. Nothing herein shall be construed to limit Hospital's rights under Section 5.2 or any other provision of this Agreement.

5.10 Return of Property. Upon any termination or expiration of this Agreement, Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Contractor's or any Group Provider's possession or under Contractor's or any Group Provider's control.

5.11 Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the County for services that are to be provided under this Agreement, County, in its sole and absolute discretion after consultation with the Contractor, may elect to terminate this Agreement by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. Alternatively, County and Contractor may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

ARTICLE VI.
GENERAL PROVISIONS

6.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

6.2 **Assignment.** This Agreement is entered into by Hospital in reliance on the professional and administrative skills of Contractor. Contractor shall be solely responsible for providing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement. Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

6.3 **Compliance with HIPAA.** Contractor and Group Providers shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, **"HIPAA,"** the obligations collectively referred to herein as **"HIPAA Obligations"**), as set forth in **Exhibit 6.3**. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

6.4 **Compliance with Laws and Accreditation.** Contractor and Group Providers shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments (collectively, **"Laws"**) applicable to Contractor and Group Providers, the provision of the Services, or the obligations of Contractor and Group Providers under this Agreement, including without limitation laws that require Contractor or any Group Provider to disclose any economic interest or relationship with Hospital, the Emergency Medical Treatment and Active Labor Act and the rules and regulations thereunder (**"EMTALA"**), and California Health and Safety Code Section 1317 and the rules and regulations thereunder (**"Health and Safety Code §1317"**). Contractor shall perform and handle all patient transfers and reports in accordance with applicable Laws, including EMTALA, and Health and Safety Code §1317. Contractor and Group Providers shall take actions necessary to ensure that the Hospital and/or Clinic are operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

6.5 **Compliance with Medicare Rules.** To the extent required by law or regulation, Contractor shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, a copy of this Agreement and Contractor's books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records. Contractor shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Contractor's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

If Contractor carries out any of the duties of the contract through a subcontract, with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of ten (10) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

6.6 Confidential Information.

(a) During the term of this Agreement, Contractor and Group Providers may have access to and become acquainted with Trade Secrets and Confidential Information of the other Party. **"Trade Secrets"** includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. "Confidential Information" includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that one Party discloses or otherwise makes available in any manner to the other Party (including any of Contractor's Group Providers), or to which such Party (including Contractor's Group Providers) may gain access in the performance of the Services under this Agreement, or which a Party knows or has reason to know is confidential information of the other Party; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of a Party, any Hospital patient's individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's or any Affiliate's possession .

(b) Confidential Information shall be and remains the sole property of the Party that produced or created such Confidential Information, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Neither Party shall use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of the other Party. Contractor and Group Providers, on the one hand, and Hospital on the other, shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor and any Group Provider protects his, her, or its own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that Contractor and Group Providers prepare, or Confidential Information that might be given to Contractor in the course of providing Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital's premises.

(c) Each Party shall return to the other Party all Confidential Information and all copies thereof in such Party's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of the other Party upon termination or expiration of this Agreement. Neither Party shall copy, duplicate or reproduce any Confidential Information without the prior written consent of the other Party.

(d) This Section shall survive the expiration or termination of this Agreement.

6.7 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6.8 **Disclosure of Interests.** Contractor or any Group Provider shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, or any of Contractor's or any Group Provider's immediate family members, in any entity providing "designated health services" (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on Contractor or any Group Provider under any governmental program or create an assumption of such disclosure obligations by Hospital. Contractor and Group Providers shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

6.9 **Dispute Resolution.** In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a **"Dispute"**), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the **"Dispute Notice"**), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the **"Meet and Confer"**). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (**"JAMS"**), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

(i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the **"Arbitration Notice"**).

The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.

(ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

(iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Hospital is located (the **"Panel"**). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.

(iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than four (4) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions and up to two (2) requests for production documents.

(v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the

arbitrator and mailed to each of the Parties and their respective legal counsel.

(vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.

(vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

(viii) Except as set forth in Section 6.9 (b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and

consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

6.10 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

6.11 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

6.12 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

6.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

6.15 Litigation Consultation. Contractor shall ensure that no Group Provider accepts consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any Affiliate named, or expected to be named as a defendant. Contractor shall ensure that no Group Provider accepts similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of Hospital or any Affiliate, and (b) the matter relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which a Group Provider served as a treating Provider.

6.16 **Master List.** The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

6.17 **Meaning of Certain Words.** Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

6.18 **New Group Providers.** Each new Group Provider shall agree in writing to be bound by the terms of and conditions of this Agreement.

6.19 **No Conflicting Obligations.** Contractor represents and warrants that the execution and delivery of this Agreement and the performance of its obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform Hospital of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor's or Group Providers' duties under this Agreement.

6.20 **No Third Party Beneficiary Rights.** The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

6.21 **Notices.** All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd., Bldg. 300
Salinas, California 93906
Attention: Physician Services

If to Contractor, addressed to:

MONTEREY ANESTHESIA PROFESSIONALS
1522 Constitution Blvd, #123
Salinas, CA 93905
Attn: Amish Shah, M.D.

6.22 Participation in Federal Health Care Programs. Contractor hereby represents that neither it nor any Group Provider is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program.

6.23 Representations. Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

6.24 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

6.25 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

6.26 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

[*signature page follows*]

The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

CONTRACTOR

MONTEREY ANESTHESIA PROFESSIONALS, a California general partnership

Date: December 18, 2020

By: Amish Shah
Its Partner

By: Vijayalakshmi Reddy
Its Partner

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: 12/30, 2020

APPROVED AS TO LEGAL PROVISIONS:

Stacy Saetta, Deputy County Counsel

Date: 12/22/2020, 20__

APPROVED AS TO FISCAL PROVISIONS:

Gary K Giboney

Deputy Auditor/Controller

Date: 12-22-2020, 20__

US-DOCS\119757241.5

Exhibit 1.1(a)

ANESTHESIA SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall:

1. perform accepted procedures commonly used to render patients insensible to pain during the performance of surgical, obstetrical and other pain-producing clinical and surgical procedures;

2. perform life support functions during the period in which anesthesia is administered, including, without limitation, induction and intubation procedures;

3. conduct pre-anesthesia histories and physical examinations, which shall be personally performed by the Group Providers in a timely manner that promotes efficient, quality patient care;

4. provide post-anesthesia management of patients;

5. consult regarding patient care, such as emergency cardio-pulmonary resuscitation, respiratory therapy, and special problems in pain relief, upon request;

6. assist in intubation of non-surgical patients, upon request;

7. consult regarding patient-controlled administration of pain-relieving medications, upon request;

8. provide anesthesia-related support services for other departments of Hospital and Medical Staff, upon request;

9. subject to this Agreement, provide a reasonable amount of uncompensated medical care to members of Hospital's communities, in accordance with community medical standards and as reasonably requested by Hospital from time to time; and

10. any other Anesthesia Services required by Hospital for pediatric and adult inpatients and outpatients, as determined by the patient's attending physician and Group Providers.

Exhibit 1.1(b)

ANESTHESIA STAFFING

The Anesthesia Services shall be initially staffed as follows and may be modified by mutual agreement of the Parties from time to time as surgical volumes fluctuate and services are modified.

Anesthesia Staffing	OR 1 (MD)	OR 2 (MD)	OR 3 (MD)	OR 4 (CRNA)	Trauma (MD)	OB (CRNA)	Back-up (MD)		Annual MD	Annual CRNA	Annual Back-up
Scheduled Hours - Monday-Friday	0700-1900	0700-1900			0700-0700	0700-0700	1900-0700				
Monday-Friday (250)	12	12	0	0	24	24	12	=	12000	6000	3000
Scheduled Hours - Saturday				0700-1900	0700-0700	0700-0700	0700-0700				
Saturday (52)	0	0	0	12	24	24	24	=	1248	1872	1248
Scheduled Hours - Sunday					0700-0700	0700-0700	0700-0700				
Sunday (52)	0	0	0	0	24	24	24	=	1248	1248	1248
Scheduled Hours - Holiday					0700-0700	0700-0700	0700-0700				
Holiday (11)	0	0	0	0	24	24	24	=	264	264	264
Total Hours									14760	9384	5760

1. Contractor shall adjust coverage as required to ensure patient safety, quality care, high efficiencies and patient satisfaction.

2. Modifications to the initial staffing levels set forth in this **Exhibit 1.1(b)** shall be in writing and approved by the Chief Medical Officer or his designee.

3. Contractor shall use best efforts to utilize operating room primetime hours and minimize the after-hours caseload.

Exhibit 1.2

TEACHING SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall:

1. supervise patient care in a constructive and supportive way;

2. demonstrate effective interviewing, physical examination, procedures, use of diagnostic and therapeutic interventions, and medical records documentation;

3. create a professional role model; and

4. evaluate resident performance in a meaningful, objective fashion.

Exhibit 1.3

ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall:

1. provide teaching, educational or training services, as reasonably requested by Hospital;

2. participate in utilization review programs, as reasonably requested by Hospital;

3. participate in risk management, quality assurance and peer review programs, as reasonably requested by Hospital;

4. accept third party insured patients and referrals of patients which are made by members of the Medical Staff, subject only to the limitations of scheduling and Contractor's professional qualifications;

5. assist Hospital in monitoring and reviewing the clinical performance of health care professionals who provide services to Hospital's patients; including reviewing incident reports and patient satisfaction studies relevant to the Specialty, and assisting Hospital in implementing any necessary corrective actions to address any issues identified during the course of such review;

6. assist in monitoring the performance of those professionals who are not meeting Hospital quality and/or performance standards, including, without limitation, direct observation of the provision of care by such professionals, and in disciplining any professionals who continue poor performance, recognizing that the Hospital Board of Directors is ultimately responsible for maintaining the standards of care provided to patients;

7. assist Hospital management with all preparation for, and conduct of, any inspections and on-site surveys of Hospital or Clinic conducted by governmental agencies or accrediting organizations, including those specific obligations set forth in **Attachment A**;

8. cooperate with Hospital in all litigation matters affecting Contractor or Hospital, consistent with advice from Contractor's legal counsel;

9. cooperate and comply with Hospital's policies and procedures which are pertinent to patient relations, quality assurance, scheduling, billing, collections and other administrative matters and cooperate with Hospital's efforts to bill and collect fees for services rendered to Hospital's patients. All business transactions related to the Services provided by Contractor, such as enrollment, verification and billings, shall be conducted by and in the name of Hospital; and

10. assist Hospital in developing, implementing and monitoring a program by which quality measures are reportable to Hospital with respect to the Specialty. The quality program shall include at the least those characteristics set forth in **Attachment A**.

Attachment A

ADDITIONAL OBLIGATIONS

The quality program developed, implemented and monitored by Hospital and Contractor shall require:

1. Contractor to minimally comply with the performance standards, guidelines, and practice parameters, as established by the American Society of Anesthesiologists.

2. Contractor to work with Hospital to develop a perioperative management program to reduce cancellations.

Exhibit 1.4

DIRECTOR SERVICES

Subject to the terms of the Agreement, Contractor shall ensure that the Medical Director:

1. provides general administration of the day-to-day operations of the Department;

2. advises and assists in the development of protocols and policies for the Department;

3. ensures physician coverage of the Department;

4. schedules, coordinates and supervises the provision of medical and ancillary services within the Department;

5. ensures the maintenance of consistently high quality service, and advise Hospital in the development and implementation of an appropriate quality assurance program with respect to the Department;

6. coordinates and consults with Hospital and Medical Staff regarding the efficiency and effectiveness of the Department, and makes recommendations and analyses as needed for Hospital to improve services provided in the Department and reduce costs;

7. develops, reviews, and provides training programs for Medical Staff and Hospital personnel;

8. prepares such reports and records as may be required by this Agreement, Hospital or the Medical Staff;

9. participates in Hospital and Medical Staff committees upon request by Hospital;

10. participates in continuing medical education, research and teaching activities upon request by Hospital;

11. participates in utilization review programs, as reasonably requested by Hospital;

12. participates in risk management and quality assurance programs, as reasonably requested by Hospital; and

13. assists Hospital management with preparation for, and conduct of, any inspections and on-site surveys of Hospital or the Department conducted by governmental agencies, accrediting organizations, or payors contracting with Hospital.

Exhibit 1.7

CONTRACTOR'S MONTHLY TIME REPORT

(See attached.)

Natividad MEDICAL CENTER

Accurately document all time in quarter hour (.25 hour) increments. Do not exceed 24 hours in a single day.
Directions and examples are located on back of timesheet.

Name:
Employee #:
Dept Name:
Cost Center:
Period Ending:

			Direct			Hospital Administrations and Teaching Services							Other Admin		Non-billable Activities				Total
			00001			00002	00003	00004	00005	00006	00007	00008	00009		00010		00011	00012	
			Direct Patient Care Services												Non-Productive Hrs				
			Sched. IP/ OP Care (PR)	In House On-Call (PR)	Off-Site Call (PR)	Supervision & Training of Nurses & Techs, etc.	Utilization Review and Other Committee Meetings	Quality Control, Medical Review, Autopsy	Supervision of Interns and Residents	Teaching of Interns & Residents	Teaching & Supervision of Allied Hlth Professionals	Other Administrative (specify)	CME (PR)	Conferences and Training (PR)	Paid Time Off (Sick/ Vacation) (PR)	Holiday (PR)	Research	Other Non-Billable Activities (specify)	TOTAL HOURS
1	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
2	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
3	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
4	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
5	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
6	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
7	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
8	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
9	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
10	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
11	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
12	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
13	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
14	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	

SIGN IN BLUE INK

I certify that the above information is a true and accurate statement of the hours and functions indicated.

Provider: _____

Telephone Number: _____ Date: _____

SIGN IN BLUE INK

I certify that the hours and types of service shown below are correct and that the employee performed satisfactorily, meeting all requirements.

Service Director: _____

Telephone Number: _____ Date: _____

REV. 4/20/2011

Exhibit 1.7-1

NMC-297-AR0-2020
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Exhibit 1.12

MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	**Effective:** 05/09 **Reviewed/Revised:** 08/11
Standard: MSP004-2	**Approved: MEC** 08/11 **BOT** 09/11

As a member of the Medical Staff or an Allied Health Professional (AHP) of Natividad Medical Center (NMC) (collectively Practitioners), I acknowledge that the ability of Practitioners and NMC employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team. I recognize that patients, family members, visitors, colleagues and NMC staff members must be treated in a dignified and respectful manner at all times.

POLICY

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of NMC, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at NMC, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the NMC health care team.

2. Recognize the individual and independent responsibilities of all other members of the NMC health care team and their right to independently advocate on behalf of the patient.

3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, NMC employees, and all other health care professionals.

4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.

5. Contribute to the overall educational mission of NMC.

6. Reflect positively upon the reputation of the health care profession, the Medical Staff, and NMC in their language, action, attitude, and behavior.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior. Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of NMC, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

EXAMPLES OF PROFESSIONAL BEHAVIOR

Practitioners are expected to exhibit professional behavior at NMC, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the NMC health care team in patient care and other professional responsibilities.

2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.

3. Demonstrate language, action, attitude and behavior which consistently convey to patients, families, colleagues, and all other members of the NMC health care team a sense of compassion and respect for human dignity.

4. Understand and accept individual cultural differences.

5. Maintain appropriate, timely, and legible medical record entries which enable all NMC professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post-discharge planning and follow-up.

6. Respect the right of patients, families or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.

7. Treat patients and all persons functioning in any capacity within NMC with courtesy, respect, and human dignity.

8. Conduct one's practice at NMC in a manner that will facilitate timely commencement of medical/surgical procedures at NMC, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of NMC owned property.

2. Falsification of medical records, including timekeeping records and other NMC documents.

3. Working under the influence of alcohol or illegal drugs.

4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.

5. Possession, distribution, purchase, sale, transfer, transport or use of illegal drugs in the workplace.

6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.

7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or NMC employees should be reported on a NMC Quality Review Report form and submitted pursuant to NMC policy and should not be entered into the patient's medical record.

8. Harassment

   a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:

      1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;

      2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;

      3. Otherwise aversely affects an individual's employment opportunity.

   b. Harassing conduct includes, but is not limited to:

      1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.

      2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on NMC's premises or circulated in the workplace.

9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects;

10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages;

11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling or shouting at a person, or threatening violence or retribution;

12. Single incident of egregious behavior, such as an assault or other criminal act.

13. Criticism of NMC staff in front of patients, families, or other staff.

PROCEDURE

1. Any person who functions in any capacity at NMC who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident on a NMC Quality Review Report form.

2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

Exhibit 1.23(a)

GROUP PHYSICIANS/GROUP PROVIDERS

Group Provider	NPI Number
Bhown, Nivedita, M.D.	1154401792
Braun, Ronald J., MD	1700865367
Cintron, Linda M., MD	1578778171
Hanlon, Stacey C., M.D.	1821110388
Heess, John E., M.D.	1225542806
Hlavacek, James M., M.D.	1578548236
Leahy, Kevin E., M.D.	1295710978
Medina Ramirez, Hilario, M.D.	1538517768
Patel, Arpit A., M.D.	1447668926
Proctor, Roger S., M.D.	1184761090
Reddy, Vijayalakshmi M., M.D.	1598828022
Ryan, Caroline A., M.D.	1114084209
Shah, Amish A., M.D.	1902882137
Appleget, Joseph M., CRNA	1568980472
Beals, Steven A., CRNA	1548372899
Bogard, Annette, CRNA	1902204423
Clark, Paula A., CRNA	1215110580
Elison, Casey J., CRNA	1073086310
Fulton, Megan L., CRNA	1457983801
Gardner, Kelley R., CRNA	1366493140
Hardy, Lee-Ana G., CRNA	1043832512
Hopkins, Michael J., CRNA	1912347246
Iwata, Eriko, CRNA, ACNP	1215181367
Matheis, Bill M., CRNA	1184652653
Mayerhofer, Alexa A., CRNA	1922396712
Molton, Caryl S., CRNA	1114032232
Northern, Robert D., CRNA	1952442675
Orduno Jr., Ramon R., CRNA	1487823902
Oswalt, Bridget M., CRNA	1952458077
Saft, Amy B., CRNA	1649493842
Scarlet, Darrell, CRNA	1861746679
Tapchom, Ange B., CRNA	1881238178
Tosto, Lori R., CRNA, MSN	1063742450
Umeh, Ugochukwu, CRNA	1639642812
Vu, Minh Q., CRNA	1427522457

Exhibit 1.23(f)

LETTER OF ACKNOWLEDGEMENT

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd., Bldg. 300
Salinas, California 93906

I acknowledge that NATIVIDAD MEDICAL CENTER (***"Hospital"***) and MONTEREY ANESTHESIA PROFESSIONALS (***"Contractor"***) have entered into a Professional and Call Coverage Services Agreement (***"Agreement"***) under which Contractor shall perform specified Services (as defined in the Agreement), and that I have been engaged by Contractor to provide Professional Services as a ***"Group Provider"*** (as defined in the Agreement). In consideration of Hospital's approval of me as a Group Provider eligible to furnish the Services, I expressly:

1. Acknowledge that I have read those portions of the Agreement referenced in this Letter of Acknowledgement, and agree to abide by and comply with all of the requirements of the Agreement applicable to Group Providers;

2. Acknowledge that I have read the Code, and agree to abide by and comply with the Code as they relate to my business relationship with Hospital or any Affiliates, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind;

3. Acknowledge that I have no employment, independent contractor or other contractual relationship with Hospital, that my right to practice at Hospital as a Group Provider is derived solely through my employment or contractual relationship with Contractor;

4. Acknowledge that upon the expiration or termination of the Agreement for any reason, or the termination of my employment or other affiliation with Contractor for any reason, my clinical privileges to provide Anesthesia Services and my [Medical][Allied Health] Staff membership if such clinical privileges are the only privileges I hold, will each immediately be relinquished, without any action on the part of Hospital and/or the [Medical][Allied Health] Staff;

5. Acknowledge that, with regard to all of the foregoing, I will not be entitled to any "fair hearing" or any other hearing or appellate review under any provision of the Medical Staff Bylaws, unless Hospital determines that my removal, or the termination of my right to provide Anesthesia Services, as applicable, is reportable to any state's medical board or other agency responsible for professional licensing, standards or behavior, and hereby waive any right to demand or otherwise initiate any such hearing or appellate review under any provision of the [Medical][Allied Health] Staff Bylaws.

Sincerely,

_____
Group Provider

Exhibit 2.1

COMPENSATION

1. **Anesthesia Services.**

(a) Hospital shall pay to Contractor an amount equal to Four Million Fourteen Thousand Seven Hundred Twenty Dollars ($4,014,720) per Contract Year for Anesthesia Services and coverage services provided by a Group Physician on a restricted basis (**"Restricted Physician Coverage"**) pursuant to this Agreement (the **"Anesthesiologist Compensation"**). Such compensation shall be paid monthly in the amount of Three Hundred Thirty-Four Thousand Five Hundred Sixty Dollars ($334,560) per month, provided under this Agreement according to the staffing levels in **Exhibit 1.1(b)**. Parties recognize that the number of Operating Rooms and the hours of Restricted Physician Coverage required to staff such Operating Rooms as set forth in **Exhibit 1.1(b)** (*i.e.,* Fourteen Thousand Seven Hundred Sixty (14,760) hours per Contract Year) (**"Minimum Restricted Physician Coverage Hours"**) may increase or decrease due to patient volumes or coverage needs. Consequently, the Anesthesiologist Compensation shall be adjusted in consideration of the actual coverage furnished by Contractor as a result of the adjustments, as determined by Hospital and agreed to by Contractor. In the event that Contractor does not provide the Minimum Restricted Physician Coverage Hours or Hospital determines that it needs to increase such minimum, Hospital shall adjust the Anesthesiologist Compensation by an amount equal to Two Hundred Seventy-Two Dollars ($272) per hour (**"Anesthesiologist Compensation Adjustment"**). In the event that Hospital determines that its Restricted Physician Coverage needs have increased, the Anesthesiologist Compensation Adjustment shall not exceed Three Thousand Two Hundred Sixty-Four Dollars ($3,264) per day.

(b) Hospital shall pay to Contractor an amount equal to Two Hundred Eighteen Thousand Eight Hundred Eighty Dollars ($218,880) per Contract Year for back-up call coverage services (**"Backup Call"**) provided by a Group Physician on an unrestricted basis pursuant to this Agreement (the **"Backup Call Coverage Stipend"**). Such compensation shall be paid monthly in the amount of Eighteen Thousand Two-Hundred Forty Dollars ($18,240) per month, provided under this Agreement according to the staffing levels in **Exhibit 1.1(b)**. In addition to the Backup Call Coverage Stipend, Hospital shall pay to Contractor, an amount equal to Two Hundred Thirty-Four Dollars ($234) per each hour that Group Physician assigned to provide Backup Call, is required to be physically present at Hospital to provide Anesthesia Services, not to exceed Two Thousand Eight Hundred Eight Dollars $2,808 per twenty-four (24) hour shift (the **"Response Payment"**). The Response Payment shall be calculated monthly using Hospital's Operating Room log showing surgery start and finish times, and approved by the Director of Surgical Services. Contractor shall include the calculation of the aggregate Response Payments on its monthly invoice to Hospital.

(c) Hospital shall pay to Contractor an amount equal to One Million Three Hundred Thirteen Thousand Seven Hundred Sixty Dollars ($1,313,760) per Contract Year for Anesthesia Services and coverage services provided by a Group Provider on a restricted basis (**"Restricted CRNA Coverage"**) pursuant to this Agreement (the **"CRNA Compensation"**). Such compensation shall be paid monthly in the amount of One Hundred Nine Thousand Four Hundred Eighty Dollars ($109,480) per month, provided under this Agreement according to the staffing levels in **Exhibit 1.1(b)**. Contractor may utilize a Group Physician to cover the CRNA Services described in **Exhibit 1.1(b)** with written approval by the Chief Medical Officer or his designee. Parties recognize that the number of Operating Rooms and the hours of Restricted CRNA Coverage required to staff such Operating Rooms as set forth in **Exhibit 1.1(b)** (*i.e.,* Nine Thousand Three Hundred Eighty-Four (9,384) hours per Contract Year) (**"Minimum Restricted CRNA Coverage Hours"**) in **Exhibit 1.1(b)** may increase or decrease due to patient volumes or coverage needs. Consequently, the CRNA Compensation shall be adjusted in consideration of the actual coverage furnished by Contractor as a result of the adjustments, as determined by Hospital and agreed to by Contractor. In the event that Contractor does not provide the Minimum Restricted CRNA Coverage Hours or Hospital determines that it needs to increase such minimum, Hospital shall adjust the CRNA Compensation by an amount equal to One Hundred Forty Dollars ($140) per hour (**"CRNA Compensation Adjustment"**). In the event that Hospital determines that its Restricted CRNA Coverage needs have increased, the CRNA Compensation Adjustment shall not to exceed One Thousand Six Hundred Eighty Dollars ($1,680) per day.

2. **Director Services.** Hospital shall pay to Contractor an amount equal to Thirty Thousand Dollars ($30,000) per Contract Year for Director Services provided pursuant to this Agreement (**"Director Services Compensation"**). Such compensation shall be paid monthly in the amount of Two Thousand Five Hundred Dollars ($2,500) per month. In the event that Contractor does not meet the Medical Director Minimum, the Director Services Compensation shall be reduced by Two Hundred Eight Dollars and Thirty-Three Cents ($208.33) per hour for each hour of Director Services that Contractor does not provide as compared to the Medical Director Minimum.

3. **Timing.** Hospital shall pay the Annual Compensation and Director Services Compensation in equal monthly installments, with each payment due for Services performed by Contractor in the immediately preceding month within thirty (30) days of the end of the month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

4. **Incentive Compensation.** In addition to the Annual Compensation, Contractor shall be eligible for an incentive bonus of up to One Hundred Fifty Thousand Dollars ($150,000) per Contract Year (the **"Incentive Compensation"**). Such Incentive Compensation shall be based on the patient satisfaction data collected by Professional Research and core measure performance using Hospital's Core Measure data. Hospital shall pay Contractor the Incentive Compensation on an annual basis, commencing twelve (12 months from the Effective Date (each such payment occurring on the **"Payment Date"**), and shall be calculated quarterly as follows for the twelve (12) months preceding each Payment Date.

Quality Initiative	Measure*	Target Performance	Target Incentive
Performance Improvement	First case of the day (M-F) was delayed due to anesthesia	≤1%	$25,000
	OR case cancellations related to Anesthesia	≤5%	$25,000
	Average turnaround times less than 30 minutes	≤30 minutes	$25,000

Quality Initiative	Patient Satisfaction Scores to the following questions*	Target Performance	Target Incentive
Patient Satisfaction	Post op nausea requiring intervention (given Zofran, Reglan or Phenergan in PACU)	≤10%	$25,000
	Cases that had elevated pain Score (8 or higher) upon arrival to PACU	≤10%	$25,000
	Cases that went to PACU that had normothermia >35 degrees at first entry	≥90%	$25,000

*Performance Improvement questions and/or Patient Satisfaction questions may be deleted and replaced with new questions in order to comply with the quality program and Hospital's quality and/or performance standards. Any such changes shall be in writing, dated and signed by the Parties and attached to this Agreement.

Exhibit 2.1-3

Exhibit 2.2(b)-1

Exhibit 6.3

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective January 1, 2021("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and Monterey Anesthesia Professionals ("Business Associate") (each a "Party" and collectively the "Parties").

Business Associate provides certain services for Covered Entity ("Services") that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity ("PHI"). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* ("CMIA"), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules"). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI"), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law , or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R.
§ 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. TERMS AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Monterey Anesthesia Professionals
1522 Constitution Blvd
Salinas, CA 93905
Attn: Amish Shah, M.D.
Phone: 831.261.8090
Fax: 831.218.4118

If to Covered Entity, to:

Natividad Medical Center
1441 Constitution Boulevard
Salinas, CA 93906
Attn: Compliance Officer
Phone: 831.755.4111
Fax: 831.757.2592

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

MONTEREY ANESTHESIA PROFESSIONALS

By: _____

Print Name: Amish Shah

Print Title: Partner

Date: December 18, 2020

COUNTY OF MONTEREY, ON BEHALF OF
NATIVIDAD MEDICAL CENTER

By: _____

Print Name: Gary Gray

Print Title: CFO

Date: _____

Exhibit 6.3-9

US-DOCS\119757241.5

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-15091
a. Ratify the execution by the Chief Executive Officer for Natividad Medical Center of the Professional and Call Coverage Services Agreement with Monterey Anesthesia Professionals (MAP) to provide anesthesia services, for an amount not to exceed $12,000,000 for the period January 1, 2021 to December 31, 2022; and
b. Authorize the Chief Executive Officer for NMC or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($1,200,000) of the original contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: A 21-017
Agenda Item No.: 27

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

Julian Lorenzana, Deputy

Monterey County

Board Report

Legistar File Number: A 21-016

Item No.28

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

January 26, 2021

Introduced: 1/8/2021

Current Status: Passed - Natividad Medical Center

Version: 1

Matter Type: BoS Agreement

a. Ratify the execution by the Chief Executive Officer for Natividad Medical Center of the Agreement with Monterey Anesthesia Professionals (MAP) to provide billing agent services, for an amount not to exceed $120,000 for the period January 1, 2021 to December 31, 2022; and
b. Authorize the Chief Executive Officer for NMC or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($12,000) of the original contract amount and do not significantly change the scope of work.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Ratify the execution by the Chief Executive Officer for Natividad Medical Center of the Agreement with Monterey Anesthesia Professionals (MAP) to provide billing agent services, for an amount not to exceed $120,000 for the period January 1, 2021 to December 31, 2022; and
b. Authorize the Chief Executive Officer for NMC or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($12,000) of the original contract amount and do not significantly change the scope of work.

SUMMARY/DISCUSSION:
An agreement will be entered with Monterey Anesthesia Professionals to provide billing services for physicians on behalf of Natividad Medical Center. The services will include billing to all payers including state, federal, private/commercial insurance and patients without insurance. The billing procedures will adhere to the Centers for Medicare and Medicaid Services compliance requirements.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this Agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions. The Agreement has also been reviewed and approved by Natividad Medical Center's Finance Committee and Board of Trustees on January 8, 2021.

FINANCING:
The total not to exceed amount of this agreement is $120,000 for the period January 1, 2021 to December 31, 2022. The remaining amount will be budgeted in subsequent fiscal years. There is no impact to the General Fund.

Prepared by: Daniel Leon, Chief Financial Officer, 783.2551

Approved by: Gary Gray D.O., Chief Executive Officer, 783.2553

Attachments:
Agreement

Attachments on file at the Clerk of the Board

Introduced: 1/8/2021 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

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The total not to exceed amount of this agreement is $120,000 for the period January 1, 2021 to December 31, 2022. The remaining amount will be budgeted in subsequent fiscal years. There is no impact to the General Fund.

Prepared by: Daniel Leon, Chief Financial Officer, 783.2551
Approved by: Gary Gray D.O., Chief Executive Officer, 783.2553

Attachments:
Agreement

Attachments on file at the Clerk of the Board

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

1/15/21
Date

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 Monterey Anesthesia Professionals (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: billing agent services.

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 $ 120,000.

3. **TERM OF AGREEMENT.**

   3.1. The term of this Agreement is from January 1, 2021 through December 31, 2022 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and 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 or $10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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:	**CONTRACTOR:**
Natividad Medical Center Attn: Contracts Division 1441Constitution Blvd Salinas, CA. 93906 FAX: 831-757-2592	Business Name: Monterey Anesthesia Professionals Attn: Amish Shah Address: 1522 Constitution Blvd, #123 City, State, Zip: Salinas, CA 93905 FAX: _____ Email: _____

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: 12/30/20

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 12/28/2020

APPROVED AS TO FISCAL PROVISIONS

By: Gary K Giboney
Monterey County Deputy Auditor/Controller

Date: 1-5-2020

CONTRACTOR

Monterey Anesthesia Professionals
Contractor's Business Name*** (see instructions)

_____
Signature of Chair, President, or Vice-President

Anish Shah – Medical Director/Partner
Name and Title

Date: December 18, 2020

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

Vijayalakshmi M. Reddy Partner
Name and Title

Date: 12-18-20

***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).

EXHIBIT A

Scope of Services

CONTRACTOR will apply its best efforts to obtain reimbursement for HOSPITAL's charges for all anesthesia professional services rendered to Hospital patients ("**Anesthesia Services**") rendered on or after the Effective Date, through billing of patients and third party payers and the management of HOSPITAL's accounts receivable (the "**Billing Agent Services**"). During the term of this Agreement, CONTRACTOR will be the exclusive provider of the Billing Agent Services to HOSPITAL.

I. Billing Agent Services:

1. CONTRACTOR shall bill and collect, in the name and on behalf of HOSPITAL, for Anesthesia Services furnished at HOSPITAL, in accordance and in compliance with applicable laws, customary professional practice, the Medicare and Medicaid Programs and other third party payor programs, whether public or private.

2. CONTRACTOR shall adopt and maintain billing and coding compliance policies and procedures to ensure CONTRACTOR's compliance with applicable Laws, including those of the Federal Health Care Programs, including:

   a. Perform coding from information provided by or on behalf of HOSPITAL, including service reports, as required by third party payers, inclusive of, but not limited to: CPT-4 and/or HCPCS, including applicable modifiers, and ICD-10 CM coding schemes. All coding services shall conform to currently applicable and published rules and guidelines issued by the American Medical Association, and the Centers for Medicare and Medicaid Services;

   b. Regularly monitor patient services and visit volume(s) with detailed, patient-by-patient audits, reconciled to applicable service, encounter and activity records/logs on a monthly basis;

   c. Use reasonable efforts to enter all procedural and demographic data necessary for patient and third party billing into its billing system in a timely (within five business days of receipt) in an accurate manner subject to HOSPITAL's obligation under the Agreement to provide accurate and complete demographic information.

   d. Issue bills to individuals for all self-pay balances owed. The wording to appear on bills and letters shall warrant that all proposed language conforms to applicable state and federal collection laws.

   e. Provide HOSPITAL with regular (weekly) reports of all patients with billable charges.

   f. Provide HOSPITAL with regular (monthly) reports of all claim payments/collections, denials, rejections, payment reductions.

3. **Billing Agent Services**. HOSPITAL shall pay to CONTRACTOR an amount equal to Two Hundred Fifty Dollars ($250) per hour, not to exceed Five Thousand Dollars ($5,000) per month, for the Billing Agent Services provided pursuant to Section II of this Exhibit A, (the "Billing Agent Services Fee"), after CONTRACTOR's submission of the monthly invoice of preceding month's activity. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

III. Termination:

1. In the event this Agreement is terminated, for whatever reason, or expires, CONTRACTOR will:

   a. continue to perform Billing Agent Services, at the then-current rates hereunder, for a period of sixty (60) days after the effective date of termination (the "Wind Down Period") for all of HOSPITAL's accounts receivable relating to Anesthesia Services rendered prior to the termination date ("Existing Accounts Receivable");

   b. deliver to HOSPITAL, after and conditioned upon full payment to CONTRACTOR of all undisputed fees owed to CONTRACTOR by HOSPITAL under this Agreement, a complete list of Existing Accounts Receivable (all debit and credit balances) in an industry standard electronic format, including data layout and/or translation tables; and

   c. discontinue performing Billing Agent Services as to HOSPITAL's Existing Accounts Receivable at the end of the Wind Down Period.

2. HOSPITAL expressly agrees to cooperate and assist CONTRACTOR with its performance during the Wind Down Period and will timely report, or cause to be reported, all payments applicable to the Existing Account Receivable for which CONTRACTOR is responsible.

g. Provide HOSPITAL with regular (monthly) reports of outstanding receivables by payer and aging.

3. HOSPITAL shall have reasonable access to CONTRACTOR's records in order to assure CONTRACTOR's compliance with this Agreement.

4. CONTRACTOR shall have no responsibilities relating to billing of HOSPITAL's claims with dates of service prior to the Effective Date.

5. CONTRACTOR agrees not to disclose to anyone other than HOSPITAL any information about HOSPITAL's fee structure, internal compensation, managed care or facility contracting strategies, or similar business information that would commonly be understood to be confidential or any confidential medical information regarding HOSPITALS's patients received in the course of performing the Billing Agent Services (collectively, HOSPITAL's "Confidential Information"), except as required to bill charges, as required by law or legal or regulatory process or as otherwise provided herein.

6. The parties may, from time to time, mutually agree to specific operating policies and procedures related to the performance of Billing Agent Services under this Agreement. Any such operating policies and procedures, or amendments thereto, will, upon mutual written and signed agreement, become an integral part of this Agreement and shall be binding upon both parties.

7. CONTRACTOR will have authority to negotiate contract rates with all payers and provide appropriate discounts to patients without insurance following all regulations. CONTRACTOR shall consult with HOSPITAL with proposals as appropriate.

II. Pricing/Fees:

1. **Net Collections**. On or before the tenth (10th) day of each month, CONTRACTOR shall remit to HOSPITAL any collections or any other compensation, in whatever form, that is received by CONTRACTOR during the immediately preceding month for Anesthesia Services rendered at HOSPITAL, including any amount received from any Managed Care Organization (as defined below) for Anesthesia Services rendered, less amounts refunded or credited to patient or third party payor as a result of overpayments, erroneous payments or bad checks ("**Net Collections**"), minus a billing fee equal to five percent (5%) of all such Net Collections. HOSPITAL shall reimburse CONTRACTOR the actual postage charges for direct patient statements (initial bills or reminders) and bank fees for credit card services.

2. **Expense Reimbursement**. HOSPITAL shall reimburse CONTRACTOR for postage charges for direct patient statements (initial bills and rebills or reminders) sent out on HOSPITAL's behalf, charged to CONTRACTOR at cost; providing CONTRACTOR submit supporting documentation of the basis for the allocation of postage costs and other, and listing of account details supporting all collections.

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-15092
a. Ratify the execution by the Chief Executive Officer for Natividad Medical Center of the Agreement with Monterey Anesthesia Professionals (MAP) to provide billing agent services, for an amount not to exceed $120,000 for the period January 1, 2021 to December 31, 2022; and
b. Authorize the Chief Executive Officer for NMC or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($12,000) of the original contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: A 21-016
Agenda Item No.: 28

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

Julian Lorenzana, Deputy

Monterey County

Board Report

Legistar File Number: A 21-018

Item No.29

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

January 26, 2021

Introduced: 1/11/2021

Current Status: Passed - Natividad Medical Center

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Dynalabs, LLC for analytical laboratory testing of compounded pharmaceutical services at NMC for an amount not to exceed $32,000 with an agreement term retroactive to January 1, 2021 through December 31, 2025.
b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard indemnification and limitations on liability provisions within the agreement.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Dynalabs, LLC for analytical laboratory testing of compounded pharmaceutical services at NMC for an amount not to exceed $32,000 with an agreement term retroactive to January 1, 2021 through December 31, 2025.
b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard indemnification and limitations on liability provisions within the agreement.

SUMMARY/DISCUSSION:

Dynalabs specializes in laboratory quality assurance testing services of compounded medications. Natividad has used Dynalabs for several years and has been satisfied with their turnaround times and their customer service. NMC uses Dynalabs for sterility testing, potency testing, stability testing, endotoxin testing, and beyond use dating as required by state and federal law and regulation. Potency, beyond use dating, and stability testing help ensure patients receive a sufficient medication dose. Sterility and endotoxin testing ensure that the medications patients receive do not contain bacterial contamination. Through this testing not only are individual products tested but the quality of the compounding process itself is measured.

This new agreement replaces an older agreement with Dynalabs, LLC from 2015 and contains updated terms and pricing.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this agreement as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The agreement has also been reviewed and approved by NMC's Finance Committee on January 8, 2021 and by its Board of Trustees on January 8, 2021.

FINANCING:

The cost for this agreement is $32,000 of which $6,400 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:

Quality assurance testing, provided by Dynalabs, will ensure the quality of compounded medications enhancing the health of Monterey County residents who receive them.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Jason Warren, Pharmacist, 772-7720
Approved by: Gary R. Gray, DO, Chief Executive Officer, 783-2553

Attachments:
Dynalabs, LLC Agreement

Attachments on file with the Clerk of the Board

Introduced: 1/11/2021 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Dynalabs, LLC for analytical laboratory testing of compounded pharmaceutical services at NMC for an amount not to exceed $32,000 with an agreement term January 1, 2021 through December 31, 2025.
b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard indemnification and limitations on liability provisions within the agreement.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Dynalabs, LLC for analytical laboratory testing of compounded pharmaceutical services at NMC for an amount not to exceed $32,000 with an agreement term January 1, 2021 through December 31, 2025.
b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard indemnification and limitations on liability provisions within the agreement.

SUMMARY/DISCUSSION:

Dynalabs specializes in laboratory quality assurance testing services of compounded medications. Natividad has used Dynalabs for several years and has been satisfied with their turnaround times and their customer service. NMC uses Dynalabs for sterility testing, potency testing, stability testing, endotoxin testing, and beyond use dating as required by state and federal law and regulation. Potency, beyond use dating, and stability testing help ensure patients receive a sufficient medication dose. Sterility and endotoxin testing ensure that the medications patients receive do not contain bacterial contamination. Through this testing not only are individual products tested but the quality of the compounding process itself is measured.

This new agreement replaces an older agreement with Dynalabs, LLC from 2015 and contains updated terms and pricing.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this agreement as to form, and the

Auditor-Controller has reviewed and approved as to payment provisions. The agreement has also been reviewed and approved by NMC's Finance Committee on January 8, 2021 and by its Board of Trustees on January 8, 2021.

FINANCING:

The cost for this agreement is $32,000 of which $6,400 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:

Quality assurance testing, provided by Dynalabs, will ensure the quality of compounded medications enhancing the health of Monterey County residents who receive them.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Jason Warren, Pharmacist, 772-7720
Approved by: Gary R. Gray, DO, Chief Executive Officer, 783-2553

Attachments:
Dynalabs, LLC Agreement

Attachments on file with the Clerk of the Board

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

1/15/21
Date

Natividad MEDICAL CENTER

County of Monterey Agreement for Services
(Not to Exceed $100,000)

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Dynalabs, LLC hereinafter "CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties.").

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

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED; NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows: To provide analytical laboratory testing of compounded pharmaceuticals.

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 $32,000.

TERM OF AGREEMENT; the term of this Agreement is from January 1, 2021 through December 31, 2025 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

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

SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS; the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions

Addendum #1: Changes to Terms and Conditions of Agreement

1. PERFORMANCE STANDARDS:

1.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

1.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

1.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement.

CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

2. PAYMENT CONDITIONS:

2.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. NMC (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

2.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.

2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

3. TERMINATION:

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

3.2. ~~NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.~~

DH
Contractor

NMC

4. INDEMNIFICATION:

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

DH
Contractor

NMC

5. INSURANCE:

5.1. Evidence of Coverage:

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

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

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

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

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

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

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

DH

Contractor

5.5. ~~Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.~~

NMC

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

☑ Exemption/Modification (Justification attached; subject to approval)

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

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

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

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

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

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

6. Other Insurance Requirements:

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

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

6.3. **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds** with respect to liability arising out of the Contractor's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.**

6.4. Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no

way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

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

7. **RECORDS AND CONFIDENTIALITY:**

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

7.2. NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.

7.3. Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

7.4. Access to and Audit of Records: NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or $10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

8. Royalties and Inventions: NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.

9. Non-Discrimination: During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all

federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.

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

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

NATIVIDAD MEDICAL CENTER:	**CONTRACTOR:**
Natividad Medical Center Attn: Contracts Division Natividad Medical Center 1441Constitution Blvd Salinas, CA. 93906 FAX: 831-757-2592	Name: Infinity Laboratory Group dba Dynalabs, LLC Attn: Dan Henderson, CEO Address: 1585 South Perry Street City, State, Zip: Castle Rock, CO 80104 FAX: Phone (303)730-7330 Email: dhenderson@infinitylaboratories.com

MISCELLANEOUS PROVISIONS:

13.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.

13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

13.4 Contractor. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.

13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

13.6 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

13.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

13.13 Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

13.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

13.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations. Representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.

13.16 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

Signature Page to follow

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Anne Brereton
Monterey County Deputy County Counsel

Date: 11-19-20

APPROVED AS TO FISCAL PROVISIONS

By: gary k giboney
Monterey County Deputy Auditor/Controller

Date: 11-19-2020

CONTRACTOR

Dynalabs, LLC
Contractor's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

Dan Henderson, CEO
Name and Title

Date: Nov 10, 2020

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

Ben Staab, CFO
Name and Title

Date: Nov 10, 2020

***__Instructions:__

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

EXHIBIT A:

Scope of Services/ Payment Provisions

This Scope of Services is entered into by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and **Dynalabs, LLC** (hereinafter, ("CONTRACTOR") pursuant to the Service Agreement between NMC and CONTRACTOR attached hereto with a start date commencing upon the execution of this Agreement (the "Agreement") and is subject to the terms and conditions of the Agreement.

I. Description of All Services to be Rendered by CONTRACTOR:

CONTRACTOR shall provide analytical laboratory testing services of pharmaceuticals as required by California Code of Regulations and the State Business and Professions code.

II. CONTRACTOR Obligations:

A. CONTRACTOR shall test the lab samples received by NMC via FedEx or UPS, providing test results to NMC online.

B. The purpose for testing varies depending on what is being tested. Such testing includes but is not limited to the following:

1. Sterility Testing: USP Membrane Filtration methodology based on guidelines delineated in USP <71> Sterility Tests. Results are expressed as "Negative at X days" for samples that are found to be free of microorganisms, or "Positive at X days" for samples that are found to contain microorganisms, where the "X" represents the number of days from 1 through 14 that the sample is incubated. The specification for sterility is "Negative at 14 days".
2. Potency Testing: Testing protocols are developed based on guidelines delineated in USP <621> Chromatography and USP <851> Spectrophotometry and Light-Scattering, and are validated according to USP <1225> Validation of Compendial Procedures and ICH Guidelines. Potency results less than 90% or greater than 110% of labeled value are immediately reported to NMC.
3. Microbial Identification: Identification of contaminating microorganism utilizing gram staining, microscopic inspection and/or amplification of the DNA.
4. Stability Testing: Medication specific testing regimen to determine the time in which a product retains the same properties and characteristics that it possessed at the time of its manufacture, given a specific formula, compounding process, materials and storage condition.
5. Endotoxin Testing: Kinetic chromogenic and photometric quantitative testing methodologies, the kinetic-chromogenic, and the kinetic-turbidimetric

methodologies based on guidelines delineated in USP <85> Bacterial Endotoxins Test

6. Beyond Use Dating: Determination of beyond use date utilizing stability testing and extended sterility testing for a specific formula, compounding process, materials and storage condition.

C. Process/Procedure: See enclosed "Sample Submission Guidelines"

III. Pricing/Fees:

A. Pricing Guide: See enclosed "Analytical Lab Services Pricing Schedule"

B. Published pricing is designed for single samples. Project or volume discounts may be available.

C. Quotations shall be provided upon request by NMC

D. Additional charges may be assessed (i.e. hazardous samples) with NMC's approval.

E. 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.

F. Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

G. 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.

H. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

Sample Submission

Guidelines:

- **Sample Submission:** Once your pharmacy has been registered, please click LOGIN, at the top of the page and follow the instructions on the "Sample Submission(Test Request)" form.
- **Packaging Samples:** If the sample is sensitive to heat and/or needs to be kept refrigerated or frozen, we ask that it be shipped with "cold packs" or "dry ice," whichever is more appropriate. Please pack the samples and cold packs in separate zip-lock baggies to prevent moisture condensing on the cold packs from affecting the sample, paperwork and/or labels. Please pack samples appropriately to prevent breakage.
- **Shipping Samples:** Please send your sample to DYNALABS via traceable means, such as FedEx®, UPS®, USPS®, or courier to the Sample Receiving Department of DYNALABS. Samples are received Monday through Friday (excluding holidays). Samples received after 1pm may not be tested until the next business day. If it is important that the sample be tested on the day it is received; please note that on the test request form. Additional charges may apply for same day testing. Table 2 contains standard and rush turnaround times for common tests.
- **Sample Quantity:** Clients are no longer able to submit samples of different volumes in the same submission. Please ensure all samples submitted are of the same volume/container type. However, if clients must send in samples of different volumes for different tests (i.e. potency, sterility, and endotoxin), you will be required to enter as separate submissions. This is required to help us maintain accurate records for correct volumes and chain of custody for DEA samples. Additionally, we will require an acknowledgment of volumes on DEA samples in order for us to accurately track and maintain our records for the DEA.
- **Sample Quantity:** Table 1 contains the standard quantities necessary for DYNALABS to perform the corresponding tests. For expensive and/or rare materials, please contact DYNALABS for absolute minimum quantities necessary. This table does not take into account additional sample requirements for repeat testing due to out of specification results.

  The sampling list below is intended to communicate the amounts needed to perform the corresponding test, not the amount required to meet a statistically significant sampling criteria. For customers that wish to sample according to the USP, please refer to the appropriate monograph and/or chapter of the USP. For USP <71> Sterility Tests sample guidelines, in the current revision of the USP see Table 3: Minimum Number of Articles to be Tested in Relation to the Number of Articles in the Batch.

- **Table 1: Sample Quantity Requirements**

Potency*/per active		Microbiology		Other Tests	
Aliquots / Powders	1 gram***	Sterility**	2 mL	pH	15 mL
Capsules, Tablets, Pellets	5 or more	Endotoxin	1 mL	Specific Gravity	30 mL
Liquid Samples	5 mL	Particulates USP <788> SVI (Method 1 and 2)	For fill ≥ 25 mL, 1 container For fill 1 mL to 25 mL, 10 containers For fill < 1mL, 10 mL		
Suppositories, Troches, Lollipops	5 or more	Particulates USP <788> LVI (Method 1 and 2)	For fill > 100 mL, 1 container		
Creams, Lotions, Gels	5 grams	Particulates (Visual) USP <797>	1 mL		
		Antimicrobial Effectiveness	100 mL		

* Per active, per time point.

** See USP <71> (Table 3) for sampling guidelines to meet USP requirements

*** If testing Levothyroxine Sodium (T4) and Liothyronine (T3) please submit **5 grams**

Notes: Please send separate sample containers for each test requested. If testing multiple sterility tests *(i.e.: in event of a time study)*, please send individual containers for each time point.

Table 2: Turnaround Times (TAT) Service Levels

CLIENT REQUIREMENTS FOR SERVICE LEVEL COMPLIANCE

1. Applies to Compounds currently validated by DYNALABS – New Compounds Need to be Fully Technically Veted prior to being included in this Service Level Agreement (SLA)
2. No Shared Sample (minimum 2 – 5 ml per test)
3. "Day 0" is the date the sample is received on our systems (De-Boxing, Sample Verification, etc.), not necessarily the date of delivery
4. Required Information Provided from Pharmacy must mesh with DYNALABS' systems – Test Method and Specifications Available, Sample Information is complete and accurate (Formulation, Lot Number, Sample Description, Volume, Batch Size, Sample Identifiers, etc.). Incomplete data will result in delays. Project Information, e.g. approved quote, type of project, etc.
5. For Rush Samples, identified as "rush" during time of submission
   - Same Day – Call for Fee and Capability
   - Samples On Site by 10 AM CST
   - Sample Request Submitted by 7 AM CST
6. Investigations and/or Issues will proceed per Standard Operating Procedure (SOP) and not Service Levels

Table 3: Minimum numbers of articles to be tested in relation to the numbers of articles in the batch

Table 3. Minimum Number of Articles to be Tested in Relation to the Number of Articles in the Batch

Number of Items in the Batch*	Minimum Number of Items to be Tested for Each Medium (unless otherwise justified and authorized)**
Parenteral preparations	
Not more than 100 containers	10% or 4 containers, whichever is the greater
More than 100 but not more than 500 containers	10 containers
More than 500 containers	2% or 20 containers, whichever is less
✦ *For large-volume parenterals*	2% or 10 containers, whichever is less
Antibiotic solids	
Pharmacy bulk packages (<5 g)	20 containers
Pharmacy bulk packages (≥5 g)	6 containers
Bulks and blends	See *Bulk solid products* ✦
Ophthalmic and other noninjectable preparations	
Not more than 200 containers	5% or 2 containers, whichever is the greater
More than 200 containers	10 containers
If the product is presented in the form of single-dose containers, apply the scheme shown above for preparations for parenteral use.	
Catgut and other surgical sutures for veterinary use	2% or 5 packages, whichever is the greater, up to a maximum total of 20 packages
✦ Not more than 100 articles	10% or 4 articles, whichever is greater
More than 100, but not more than 500 articles	10 articles
More than 500 articles	2% or 20 articles, whichever is less ✦
Bulk solid products	
Up to 4 containers	Each container
More than 4 containers, but not more than 50 containers	20% or 4 containers, whichever is greater
More than 50 containers	2% or 10 containers, whichever is greater

* If the batch size is unknown, use the maximum number of items prescribed.

** If the contents of one container are enough to inoculate the two media, this column gives the number of containers needed for both the media together.

Confidentiality

DYNALABS maintains strict confidentiality with its customers. Formal Confidentiality agreements may be initiated by the customer or by DYNALABS.

Retention and Disposal

Samples will be retained **8 days** after final QA. Prior arrangements must be made to retain samples under other conditions or to return samples. Raw data is retained per cGMP standards and to maintain 21 CFR compliance.

Controlled Substance – 222 Form

DYNALABS possesses a DEA license for Schedules II – V controlled substances.

A DEA 222 form is not always required each time you send in a controlled substance.

TITLE 21 — FOOD and DRUGS
CHAPTER II — DRUG ENFORCEMENT ADMINISTRATION
DEPARTMENT OF JUSTICE
PART 1305 — ORDERS FOR SCHEDULE I AND II CONTROLLED SUBSTANCES

Subpart A — General Requirements
Sec. 1305.03 Distributions requiring a Form 222 or a digitally signed electronic order.
Either a DEA Form 222 or its electronic equivalent as set forth in subpart C of this part and Part 1311 of this chapter is required for each distribution of a Schedule I or II controlled substance except for the following:

1. Distributions to persons exempted from registration under Part 1301 of this chapter.
2. Exports from the United States that conform to the requirements of the Act.
3. ***Deliveries to a registered analytical laboratory or its agent approved by DEA.****
4. Delivery from a central fill pharmacy, as defined in 1300.01 (b) (44) of this chapter, to a retail pharmacy.

* ***NB***: Drug manufacturers, drug repackagers and drug distributors are required to complete and submit a DEA Form 222 or its electronic equivalent when sending Schedule I and II controlled substances for testing. Please contact us regarding any DEA Form 222 requirements questions you may have.

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DYNALABS
Quality Assured™

Analytical Testing Service
Effective Jan 1, 2020*

Analytical Lab Services Pricing Schedule

BRONZE Standard Pricing less 5%	SILVER Standard Pricing	GOLD Standard Pricing plus 20%
Standard Test Turnaround Times (Routine Testing) ✓ Chemical/Physical Test Final Report/CoA • Ten (10) Business Days from receipt of sample ✓ Microbiology • 2nd Business Day – Received by "Day 0" ○ Sterility Setup ○ Fungal Setup • Ten (10) Business Days ○ Endotoxin Final Report/CoA ○ Particulate Matter (USP <797>, USP <788>) Final Report/CoA ○ Growth Promotion	Standard Test Turnaround Times (Routine Testing) ✓ Chemical/Physical Test Final Report/CoA • Five (5) Business Days from receipt of sample ✓ Microbiology • Next Business Day – Received by "Day 0" ○ Sterility Setup ○ Fungal Setup • Five (5) Business Days ○ Endotoxin Final Report/CoA ○ Particulate Matter (USP <797>, USP <788>) Final Report/CoA ○ Growth Promotion	Standard Test Turnaround Times (Routine Testing) ✓ Chemical/Physical Test Final Report/CoA • Three (3) Business Days from receipt of sample ✓ Microbiology • Same Business Day – Received by "Day 0" ○ Sterility Setup ○ Fungal Setup • Three (3) Business Days ○ Endotoxin Final Report/CoA ○ Particulate Matter (USP <797>, USP <788>) Final Report/CoA ○ Growth Promotion

Rush Pricing

- ✓ Same Business Day: Call for Fee (some compounds/actives cannot be tested Same Business Day)
- ✓ Next Business Day / Same day setup for Sterility: 2X Gold Level Pricing per test
- ✓ 2nd Business Day / Next business day setup for Sterility: 1.5X Gold Level Pricing per test

Phone Consultation with Technical Services Specialist – Related to Projects

- ✓ Bronze – $250 per hour (one-hour, minimum)
- ✓ Silver – 3 hours per month, No Charge
- ✓ Gold – 5 hours per month, No Charge

Project and Service Levels

- Standard Testing is priced at "SILVER" Service Levels for all standard tests associated with projects; e.g. Beyond Use Dating, Time Studies, Stability Studies, etc.
- Standard Testing for projects is executed similar to "Rush 2nd Day" samples, with respect to schedule date
  - "Day 0" is defined as the day the sample is received by DYNALABS
  - No shared samples
  - SLA TAT does not apply for APIs identified as "Special", please call for TAT
  - Quoted turnaround time prevails

** Prices subject to change, Potency pricing for aqueous samples, per current API list*
*** Pricing for Information Only, Quote/Pre-Approval Required*

Microbiological Testing – Silver TAT Service Level Estimate Pricing		
Test Type	**Description/ Typical Product Type**	**2020 Pricing**
USP <71>		
Method 1	Most Vitamins, Hormones, Opiates	$105.00-$147.00/Compound
Method 2	Calcium Chloride, Preservative, Failed Method 1, Tri-Mix	$136.50-$173.25/Compound
Method 3	Antibiotics (e.g. Vancomycin, Gentamicin)	$152.25-$189.00/Compound
Direct Inoculation (Priced per Bottle Set)	Oils (1-4 Bottles Sets)	$131.25-$378.00/Compound
Dilutions	Contains DMSO, or other harsh solvents	$162.25-$199.50/Compound
IPM Dilutions	Oils	$163-$400/Compound**
Reconstituted	Lyophilized	$163-$200/Compound**
Pellets	Compound is a pellet	$136.50-$312.00/Compound
Standard Sterility Screen	Non-USP <71> Test	$152.25-$189.00/Compound
Fungal Sterility	By request	$147.00-$173.25/Compound
Gram Stain	Qualitative on the spot ID test of growth	$42.00/Compound
Microbial Identification	Per Mass Spec or DNA Testing	$110.25-$173.25/CFU
Rapid Micro Screen (non-validated)	Rapid Screen for Organisms, aqueous compound	$498.75/Compound
Rapid Sterility (Validated)	Sterility testing, aqueous compound	$288.75/Compound
Growth Promotion	Broth media and/or agar plates	$372.75/Compound
Aseptic Process Verification/ Media Fill	This is a check for turbidity or plate growth	$5.25-$68.25/Container
Endotoxin		
Routine	Aqueous, oil, powders	$78.75/Compound
Special	Pellets, Challenge Vials, Inhibiting Factors	$110.25/Compound
Particulate Matter per <797>	Per DYNALABS SOP based on USP <797> criteria	$47.25/Compound
Particulate Matter Method I <788>/<789>	Per USP, Clear and Colorless	$168.00/Compound
Particulate Matter Method II <788>/<789>	Injections not suitable for Method I	$288.75/Compound
Container Closure Integrity Testing	Negative pressure dye ingress test	$262.50/Compound
USP <51>, Antimicrobial Effectiveness	Multidose Compounds	$1,500.00/Compound
Microbiological Quoted Testing and Validation Services**		
Sterility USP <71>, Method Suitability	Compatibility confirmation	$630-$1,000/Compound
USP <71> Rapid Sterility Validation (3 Lots)	Compatibility confirmation	$6,820/Compound
Endotoxin Verification USP <85>	Compatibility confirmation	$630/Compound
Fungal Validation	Compatibility confirmation	$630/Compound
Water Activity	Free water determination	$500 (ULH Quoted Service)
USP <51>, Method Suitability	Compatibility confirmation	$600/Compound
USP <61>, USP <62> Microbial Enumeration	Bioburden, Gross Microbial Contamination	$210 (ULH Quoted Service)
USP <61>, USP <62> Method Suitability	Compatibility confirmation	$2,200 (ULH Quoted Service)
USP <81> Antibiotic Assay (non-validated)	For antibiotic potency	$500 (ULH Quoted Service)
Subculture and ship to customer	For client's internal verification	$47.25/Request
Microbiological Method Development	Creation of new microbiological tests	$4,200/Project

Chemistry/Physical Testing – Silver TAT Service Level Estimated Pricing		
Test Type	**Description/ Typical Product Type**	**2020 Pricing**
Potency or Identification via Retention Time		
Tier 1	Aqueous	$152.25/API
Tier 2	Non-Sterile Applications, low stability actives	$173.25/API
Tier 3	Sensitive Actives, Complex Methodologies	>$175/API
Special	Due to specific nature of the Method and/or intermittent frequency, please call for price	Quote
Identification (additional) with Potency	Prepared & analyzed with a potency sample	$47.25/API
Mixing/Filling Potency Study (3X per DYNALABS CQI Program)		
Tier 1	3x testing of a single lot per CQI Instructions	$393.75/API
Tier 2	3x testing of a single lot per CQI Instructions	$447.30/API
Tier 3	3x testing of a single lot per CQI Instructions	>$450/API
Loss on Drying	Per USP <731> and USP monograph	$152.25/API
Karl Fischer (Method 1a)	Per USP <921> and USP monograph	$157.50/API
Specific Gravity	Via Densitometer (Limited by viscosity).	$105.00/Compound
Visual Inspection	Per DYNALABS SOP	$52.50/Compound
pH	Per DYNALABS SOP based on USP methodology	$42.00/Compound
FTIR Identification	API list bulk substance testing Per USP <197>	$147.00/Request
Bag Volume	Per DYNALABS SOP	$47.25/Compound
Weight Check	Monitors sample weight over time for trending	$63.00/Compound
Biologics and Chemistry Quoted Testing and Validation Services**		
Validation Extension	Potency Specificity at product level	$5,000 - $7,000/API
Impurities	Quantification of requested impurities	$5,250/Project
Feasibility	Pre-Development Assurance of Validation	$525/Request
Method Development and Validation	Creation of new Potency Method	>$9,750/API
Monograph	USP Monograph Requests	Quoted Services
Sample Manipulation	Additional Processing Steps	$152.25/Hour
Osmolality	Tonicity	$350 (ULH Quoted Service)
ELISA (post-Validation)	Active specific biological potency test	$2,400 (ULH Quoted Service)
ELISA Validation	Active specific biological potency test	$18,000 (ULH Quoted Service)
Size Exclusion (post-Validation)	Molecular size separation	$2,400 (ULH Quoted Service)
Size Exclusion Validation	Molecular size separation	$18,000 (ULH Quoted Service)
Ion Exchange (post-Validation)	Ion specific separation	$2,400 (ULH Quoted Service)
Ion Exchange Validation	Ion specific separation	$18,000 (ULH Quoted Service)
SDS-page (post-Validation)	Biological separation technique	$1,300 (ULH Quoted Service)
SDS-page Validation	Biological separation technique	$12,000 (ULH Quoted Service)
USP <1057> Method A (post validation)	UV analysis at 280nm	$750 (ULH Quoted Service)
USP <1057> Method A Validation	UV analysis at 280nm	$3,500 (ULH Quoted Service)
Forensic Particle Analysis	To obtain, size, material type, and origin	$1,100 (ULH Quoted Service)

Chemistry/Physical Testing Type		BRONZE	SILVER	GOLD	RUSH NEXT BUSINESS DAY	RUSH 2ND BUSINESS DAY
Potency or Identification	Tier 1	$144.64	$152.25	$182.70	$365.40	$274.05
	Tier 2	$164.59	$173.25	$207.90	$415.80	$311.85
	Tier 3 (See Active Pricing)	>$165.00	>$175.00	>$210.00	>$420.00	>$315.00
	Special**	Quote	Quote	Quote	N/A	N/A
Potency Mixing Study	Tier 1	$374.06	$393.75	$472.50	N/A	N/A
	Tier 2	$424.94	$447.30	$536.76	N/A	N/A
	Tier 3 (See Active Pricing)	>$425.00	>$450.00	>$540.00	N/A	N/A
	Special**	Quote	Quote	Quote	N/A	N/A
Identification with Potency	Tier 1, Tier 2, or Tier 3	$44.89	$47.25	$56.70	$113.40	$85.05
	Special**	Quote	Quote	Quote	N/A	N/A
Other Chemical and Physical Testing	Loss on Drying	$144.64	$152.25	$182.70	$365.40	$274.05
	Karl Fisher (Method 1a)**	$149.63	$157.50	$189.00	$378.00	$283.50
	Specific Gravity	$99.75	$105.00	$126.00	$252.00	$189.00
	Visual Inspection	$49.88	$52.50	$63.00	$126.00	$94.50
	pH	$39.90	$42.00	$50.40	$100.80	$75.60
FTIR	FTIR Identification	$139.65	$147.00	$176.40	$352.80	$264.60
	FTIR Identification (Polymorphism)	$413.96	$435.75	$522.90	$1,045.80	$784.35
Other Chemical and Physical Testing	Bag Volume	$44.89	$47.25	$56.70	$113.40	$85.05
	Weight Check	$59.85	$63.00	$75.60	$151.20	$113.40
Validation Services	Validation Extension**	$5,000-$7,000	$5,000-$7,000	$5,000-$7,000	N/A	N/A
	Sample Specific Method Development and Validation Extension**	>$9,975.00	>$9,975.00	>$9,975.00	N/A	N/A
	Feasibility**	$500.00	$500.00	$500.00	N/A	N/A
Other Services	Sample Manipulation (per hour)**	$144.64	$152.25	$182.70	N/A	N/A
	Impurities**	Quote	Quote	Quote	N/A	N/A
	Monograph**	Quote	Quote	Quote	N/A	N/A
	Identification (UV)**	Quote	Quote	Quote	N/A	N/A
Biologic and Stability Profile ULH Testing Services	ELISA**	$2,400.00	$2,400.00	$2,400.00	N/A	N/A
	ELISA Validation**	$18,000.00	$18,000.00	$18,000.00	N/A	N/A
	Ion Exchange**	$2,400.00	$2,400.00	$2,400.00	N/A	N/A
	Ion Exchange Validation**	$18,000.00	$18,000.00	$18,000.00	N/A	N/A
	Size Exclusion **	$2,400.00	$2,400.00	$2,400.00	N/A	N/A
	Size Exclusion Validation**	$18,000.00	$18,000.00	$18,000.00	N/A	N/A
	SDS Page**	$1,300.00	$1,300.00	$1,300.00	N/A	N/A
	SDS Page Validation**	$12,000.00	$12,000.00	$12,000.00	N/A	N/A
	USP <1057> Method A**	$750.00	$750.00	$750.00	N/A	N/A
	USP <1057> Method A Validation**	$3,500.00	$3,500.00	$3,500.00	N/A	N/A

Potency Actives (Common Salts)	Tier Level	BRONZE	SILVER	GOLD	RUSH NEXT BUSINESS DAY	RUSH 2ND BUSINESS DAY
5-Fluorouracil, Fluorouracil, 5-FU	2	$164.59	$173.25	$207.90	$415.80	$311.85
7-keto DHEA	Special	Special	Special	Special	N/A	N/A
Acetaminophen	2	$164.59	$173.25	$207.90	$415.80	$311.85
Acetylcysteine, N-Acetylcysteine	Special	Special	Special	Special	N/A	N/A
Adenosine	1	$144.64	$152.25	$182.70	$365.40	$274.05
Alprostadil, PGE-1, Prostaglandin	2	$164.59	$173.25	$207.90	$415.80	$311.85
Amiodarone (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Amitriptyline (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Amlodipine Besylate	2	$164.59	$173.25	$207.90	$415.80	$311.85
Ampicillin	3	$179.55	$189.00	$226.80	$453.60	$340.20
Anastrozole	1	$144.64	$152.25	$182.70	$365.40	$274.05
Apomorphine	2	$164.59	$173.25	$207.90	$415.80	$311.85
Ascorbic Acid, Vitamin C	2	$164.59	$173.25	$207.90	$415.80	$311.85
Atropine Sulfate	1	$144.64	$152.25	$182.70	$365.40	$274.05
Atropine	1	$144.64	$152.25	$182.70	$365.40	$274.05
Baclofen	1	$144.64	$152.25	$182.70	$365.40	$274.05
Benzocaine	1	$144.64	$152.25	$182.70	$365.40	$274.05
Benzyl Alcohol	2	$164.59	$173.25	$207.90	$415.80	$311.85
Betamethasone (Base)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Betamethasone Acetate	2	$164.59	$173.25	$207.90	$415.80	$311.85
Betamethasone Sodium Phosphate	1	$144.64	$152.25	$182.70	$365.40	$274.05
Biotin	1	$144.64	$152.25	$182.70	$365.40	$274.05
Bromfenac (Sodium)	2	$164.59	$173.25	$207.90	$415.80	$311.85
Budesonide	Special	Special	Special	Special	N/A	N/A
Bumetanide	1	$144.64	$152.25	$182.70	$365.40	$274.05
Bupivacaine (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Buprenorphine (HCl)	2	$164.59	$173.25	$207.90	$415.80	$311.85
Caffeine (Citrate)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Calcifediol	Special	Special	Special	Special	N/A	N/A
Calcium (Chloride, Gluconate, Citrate)	3	$219.45	$231.00	$277.20	$554.40	$415.80
Carbamazepine	Special	Special	Special	Special	N/A	N/A
Cefazolin (Sodium)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Cefepime	1	$144.64	$152.25	$182.70	$365.40	$274.05
Ceftazidime	2	$164.59	$173.25	$207.90	$415.80	$311.85
Ceftriaxone (Sodium)	3	$219.45	$231.00	$277.20	$554.40	$415.80
Cefuroxime (Sodium)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Choline Chloride	Special	Special	Special	Special	N/A	N/A
Cidofovir	2	$164.59	$173.25	$207.90	$415.80	$311.85
Ciprofloxacin (HCl)	Special	Special	Special	Special	N/A	N/A
Clindamycin Phosphate	1	$144.64	$152.25	$182.70	$365.40	$274.05
Clonidine (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Cyanocobalamin	1	$144.64	$152.25	$182.70	$365.40	$274.05
Cyclobenzaprine (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Cyclopentolate HCl	1	$144.64	$152.25	$182.70	$365.40	$274.05

Potency Actives (Common Salts)	Tier Level	BRONZE	SILVER	GOLD	RUSH NEXT BUSINESS DAY	RUSH 2ND BUSINESS DAY
Dehydroepianodrosterone, DHEA	1	$144.64	$152.25	$182.70	$365.40	$274.05
Demecarium Bromide	2	$164.59	$173.25	$207.90	$415.80	$311.85
Dexamethasone Acetate	2	$164.59	$173.25	$207.90	$415.80	$311.85
Dexamethasone Sodium Phosphate	1	$144.64	$152.25	$182.70	$365.40	$274.05
Dexamethasone Phosphate	1	$144.64	$152.25	$182.70	$365.40	$274.05
Dexmedetomidine	2	$164.59	$173.25	$207.90	$415.80	$311.85
Dextromethorphan Hydrobromide	2	$164.59	$173.25	$207.90	$415.80	$311.85
Diazepam	1	$144.64	$152.25	$182.70	$365.40	$274.05
Diclofenac (Sodium, Potassium)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Diltiazem (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Diphenhydramine (HCl)	2	$164.59	$173.25	$207.90	$415.80	$311.85
Dipyridamole	Special	Special	Special	Special	N/A	N/A
Dobutamine	Special	Special	Special	Special	N/A	N/A
Dopamine (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Doxepin (HCl)	Special	Special	Special	Special	N/A	N/A
Doxycycline (Hyclate)	Special	Special	Special	Special	N/A	N/A
Droperidol	1	$144.64	$152.25	$182.70	$365.40	$274.05
Edetate Calcium Disodium	2	$164.59	$173.25	$207.90	$415.80	$311.85
Edetate Disodium	2	$164.59	$173.25	$207.90	$415.80	$311.85
Ephedrine (Sulfate)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Epinephrine (Bitartrate, HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Estradiol	1	$144.64	$152.25	$182.70	$365.40	$274.05
Estradiol Valerate	2	$164.59	$173.25	$207.90	$415.80	$311.85
Estriol	1	$144.64	$152.25	$182.70	$365.40	$274.05
Estrone	1	$144.64	$152.25	$182.70	$365.40	$274.05
Fenbendazole	Special	Special	Special	Special	N/A	N/A
Fentanyl (Citrate)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Finasteride	Special	Special	Special	Special	N/A	N/A
Flurbiprofen	2	$164.59	$173.25	$207.90	$415.80	$311.85
Furosemide	2	$164.59	$173.25	$207.90	$415.80	$311.85
Gabapentin	1	$144.64	$152.25	$182.70	$365.40	$274.05
Gatifloxacin	2	$164.59	$173.25	$207.90	$415.80	$311.85
Gentamicin (Sulfate)	3	$244.39	$257.25	$308.70	$617.40	$463.05
Glutathione Reduced	2	$164.59	$173.25	$207.90	$415.80	$311.85
Glycopyrrolate	1	$144.64	$152.25	$182.70	$365.40	$274.05
Guaifenesin	Special	Special	Special	Special	N/A	N/A
Hydrocortisone	1	$144.64	$152.25	$182.70	$365.40	$274.05
Hydrocortisone Acetate	1	$144.64	$152.25	$182.70	$365.40	$274.05
Hydrocortisone Sodium Phosphate	1	$144.64	$152.25	$182.70	$365.40	$274.05
Hydrocortisone Succinate	1	$144.64	$152.25	$182.70	$365.40	$274.05
Hydromorphone (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Hydroxocobalamin (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Hydroxyprogesterone Caproate	1	$144.64	$152.25	$182.70	$365.40	$274.05

Potency Actives (Common Salts)	Tier Level	BRONZE	SILVER	GOLD	RUSH NEXT BUSINESS DAY	RUSH 2ND BUSINESS DAY
Ibuprofen	1	$144.64	$152.25	$182.70	$365.40	$274.05
Idoxuridine	2	$164.59	$173.25	$207.90	$415.80	$311.85
Inositol	Special	Special	Special	Special	N/A	N/A
Iohexol	Special	Special	Special	Special	N/A	N/A
Isoproterenol	2	$164.59	$173.25	$207.90	$415.80	$311.85
Ketamine (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Ketoprofen	1	$144.64	$152.25	$182.70	$365.40	$274.05
Ketorolac (Tromethamine)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Labetalol (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Leuprolide (Acetate)	3	$219.45	$231.00	$277.20	$554.40	$415.80
Levothyroxine (Sodium), T4	3	$219.45	$231.00	$277.20	$554.40	$415.80
Lidocaine (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Liothyronine (Sodium), T3	3	$219.45	$231.00	$277.20	$554.40	$415.80
Lorazepam	1	$144.64	$152.25	$182.70	$365.40	$274.05
Magnesium (Chloride, Citrate, Sulfate)	3	$219.45	$231.00	$277.20	$554.40	$415.80
Medroxyprogestone Acetate	2	$164.59	$173.25	$207.90	$415.80	$311.85
Meloxicam	1	$144.64	$152.25	$182.70	$365.40	$274.05
Meperidine	2	$164.59	$173.25	$207.90	$415.80	$311.85
Meperidine (HCl)	2	$164.59	$173.25	$207.90	$415.80	$311.85
Mepivacaine (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Methadone (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Methionine	Special	Special	Special	Special	N/A	N/A
Methohexital (Sodium)	2	$164.59	$173.25	$207.90	$415.80	$311.85
Methylcobalamin	2	$164.59	$173.25	$207.90	$415.80	$311.85
Methylprednisolone Acetate	2	$164.59	$173.25	$207.90	$415.80	$311.85
Methylprednisolone Sodium Succinate (Hemisuccinate)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Metoclopramide (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Metoclopramide	1	$144.64	$152.25	$182.70	$365.40	$274.05
Metoprolol (Succinate, Tartrate)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Metronidazole Base	1	$144.64	$152.25	$182.70	$365.40	$274.05
Midazolam (HCl)	3	$219.45	$231.00	$277.20	$554.40	$415.80
Milrinone	2	Special	Special	Special	N/A	N/A
Minoxidil	1	$144.64	$152.25	$182.70	$365.40	$274.05
Mitomycin	3	$408.98	$430.50	$516.60	$1025.26	$774.90
Mometasone Furoate	Special	Special	Special	Special	N/A	N/A
Morphine (Sulfate)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Moxifloxacin (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Nalbuphine (HCl)	Special	Special	Special	Special	N/A	N/A
Naltrexone (HCl)	2	$164.59	$173.25	$207.90	$415.80	$311.85
Nandrolone Decanoate	2	$164.59	$173.25	$207.90	$415.80	$311.85
Neostigmine (Methylsulfate)	2	$164.59	$173.25	$207.90	$415.80	$311.85

Potency Actives (Common Salts)	Tier Level	BRONZE	SILVER	GOLD	RUSH NEXT BUSINESS DAY	RUSH 2ND BUSINESS DAY
Nicardipine (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Nifedipine	1	$144.64	$152.25	$182.70	$365.40	$274.05
Nitroglycerin	1	$144.64	$152.25	$182.70	$365.40	$274.05
Norepinephrine (Bitartrate, HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Omeprazole (Sodium)	2	$164.59	$173.25	$207.90	$415.80	$311.85
Ondansetron (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Orphenadrine Citrate	2	$164.59	$173.25	$207.90	$415.80	$311.85
Oseltamivir (Phosphate)	Special	Special	Special	Special	N/A	N/A
Oxymetazoline	2	$164.59	$173.25	$207.90	$415.80	$311.85
Oxytocin	3	$394.01	$414.75	$497.70	$995.40	$746.55
Pantoprazole (Sodium)	2	$164.59	$173.25	$207.90	$415.80	$311.85
Papaverine (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Pentobarbital (Sodium)	2	$164.59	$173.25	$207.90	$415.80	$311.85
Pentoxifylline	Special	Special	Special	Special	N/A	N/A
Phenobarbital (Sodium)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Phenol	1	$144.64	$152.25	$182.70	$365.40	$274.05
Phentolamine (Mesylate)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Phenylephrine (HCl, Tartrate, Tannate)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Phosphatidylcholine	Special	Special	Special	Special	N/A	N/A
Phytonadione	2	$164.59	$173.25	$207.90	$415.80	$311.85
Piperacillin (Sodium)	2	$164.59	$173.25	$207.90	$415.80	$311.85
Piroxicam	1	$144.64	$152.25	$182.70	$365.40	$274.05
Potassium (Bromide, Chloride, Citrate)	3	$219.45	$231.00	$277.20	$554.40	$415.80
Povidone-Iodine, Betadine	2	$164.59	$173.25	$207.90	$415.80	$311.85
Prednisolone	1	$144.64	$152.25	$182.70	$365.40	$274.05
Prednisolone Acetate	2	$164.59	$173.25	$207.90	$415.80	$311.85
Prednisolone Sodium Phosphate	3	$179.55	$189.00	$226.80	$453.60	$340.20
Pregnenolone	1	$144.64	$152.25	$182.70	$365.40	$274.05
Prilocaine (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Procaine (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Progesterone	1	$144.64	$152.25	$182.70	$365.40	$274.05
Promethazine (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Proparacaine (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Propofol	1	$144.64	$152.25	$182.70	$365.40	$274.05
Pyridoxine (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Ranitidine (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Remifentanil	Special	Special	Special	Special	N/A	N/A
Riluzole	2	$164.59	$173.25	$207.90	$415.80	$311.85
Rocuronium (Bromide)	2	$164.59	$173.25	$207.90	$415.80	$311.85
Ropivacaine (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05

Potency Actives (Common Salts)	Tier Level	BRONZE	SILVER	GOLD	RUSH NEXT BUSINESS DAY	RUSH 2ND BUSINESS DAY
Sildenafil (Citrate)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Sildenafil	1	$144.64	$152.25	$182.70	$365.40	$274.05
Sodium Bicarbonate	2	$164.59	$173.25	$207.90	$415.80	$311.85
Sodium Chloride	3	$219.45	$231.00	$277.20	$554.40	$415.80
Sodium Citrate	2	$164.59	$173.25	$207.90	$415.80	$311.85
Sodium Deoxycholate	Special	Special	Special	Special	N/A	N/A
Sodium Thiosulfate	2	$164.59	$173.25	$207.90	$415.80	$311.85
Succinylcholine (Chloride)	2	$164.59	$173.25	$207.90	$415.80	$311.85
Sufentanil (Citrate)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Tacrolimus	2	$164.59	$173.25	$207.90	$415.80	$311.85
Tazobactam (Sodium)	2	$164.59	$173.25	$207.90	$415.80	$311.85
Tazobactam	2	$164.59	$173.25	$207.90	$415.80	$311.85
Testosterone	1	$144.64	$152.25	$182.70	$365.40	$274.05
Testosterone Cypionate	1	$144.64	$152.25	$182.70	$365.40	$274.05
Testosterone Enanthate	1	$144.64	$152.25	$182.70	$365.40	$274.05
Testosterone Propionate	1	$144.64	$152.25	$182.70	$365.40	$274.05
Tetracaine (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Thiamine (HCl)	1	$144.64	$152.25	$182.70	$365.40	$274.05
Tramadol (HCl)	Special	Special	Special	Special	N/A	N/A
Triamcinolone Acetonide	2	$164.59	$173.25	$207.90	$415.80	$311.85
Triamcinolone Diacetate	2	$164.59	$173.25	$207.90	$415.80	$311.85
Tromethamine	2	$164.59	$173.25	$207.90	$415.80	$311.85
Tropicamide	1	$144.64	$152.25	$182.70	$365.40	$274.05
Vancomycin (HCl)	2	$164.59	$173.25	$207.90	$415.80	$311.85
Vecuronium (Bromide)	2	$164.59	$173.25	$207.90	$415.80	$311.85
Verapamil	1	$144.64	$152.25	$182.70	$365.40	$274.05
Zosyn (Piperacillin and Tazobactam)	2	$329.18	$346.50	$415.80	$831.60	$623.70

Microbiological Testing Type	Containers	BRONZE	SILVER	GOLD	RUSH NEXT BUSINESS DAY	RUSH 2ND BUSINESS DAY
USP <71> Method 1	1-4	$99.75	$105.00	$126.00	$252.00	$189.00
	5-10	$124.69	$131.25	$157.50	$315.00	$236.25
	>10	$139.65	$147.00	$176.40	$352.80	$264.60
USP <71> Method 2	1-4	$129.68	$136.50	$163.80	$327.60	$245.70
	5-10	$144.64	$152.25	$182.70	$365.40	$274.05
	>10	$164.59	$173.25	$207.90	$415.80	$311.85
USP <71> Fungal	1-4	$139.65	$147.00	$176.40	$352.80	$264.60
	5-10	$144.64	$152.25	$182.70	$365.40	$274.05
	>10	$164.59	$173.25	$207.90	$415.80	$311.85
USP <71> Dilutions	1-4	$154.61	$162.75	$195.30	$390.60	$292.95
	5-10	$174.56	$183.75	$220.50	$441.00	$330.75
	>10	$189.53	$199.50	$239.40	$478.80	$359.10
	IPM Dilutions	Special	Special	Special	Special	Special
USP <71> Method 3	1-4	$144.64	$152.25	$182.70	$365.40	$274.05
	5-10	$164.59	$173.25	$207.90	$415.80	$311.85
	>10	$179.55	$189.00	$226.80	$453.60	$340.20
USP <71> Reconstituted	1-4	$154.61	$162.75	$195.30	$390.60	$292.95
	5-10	$174.56	$183.75	$220.50	$441.00	$330.75
	>10	$189.53	$199.50	$239.40	$478.80	$359.10
USP <71> Pellets	1-4	$129.68	$136.50	$163.80	$327.60	$245.70
	5-10	$139.65	$147.00	$176.40	$352.80	$264.60
	>10	$164.59	$173.25	$207.90	$415.80	$311.85
USP <71> Pellets With Grinding	1-4	$216.00	$240.00	$288.00	$576.00	$432.00
	5-10	$237.50	$250.00	$300.00	$600.00	$450.00
	>10	$247.00	$260.00	$312.00	$624.00	$468.00
Standard Sterility Screening	1-4	$144.64	$152.25	$182.70	$365.40	$274.05
	5-10	$164.59	$173.25	$207.90	$415.80	$311.85
	>10	$179.55	$189.00	$226.80	$453.60	$340.20
Direct Inoculation	**Bottle Sets**					
	1-100mL	$124.69	$131.25	$157.50	$315.00	$236.25
	1-500mL	$139.65	$147.00	$176.40	$352.80	$264.60
	2-500mL	$209.48	$220.50	$264.60	$529.20	$396.90
	3-500mL	$284.29	$299.25	$359.10	$718.20	$538.65
	4-500mL	$359.10	$378.00	$453.60	$907.20	$680.40
	>5-500mL	Quote	Quote	Quote	Quote	Quote
Microbial Identification	Mass Spec/CFU	$104.74	$110.25	$132.30	$264.60	$198.45
	DNA Sequencing/ CFU	$164.59	$173.25	$207.90	$415.80	$311.85
	Gram Stain	$39.90	$42.00	$50.40	$100.80	$75.60
Rapid Sterility	**Test Type**					
	Screen	$473.81	$498.75	$598.50	$1,197.00	$897.75
	Sterility	$274.31	$288.75	$346.50	$693.00	$519.75
Growth Promotion		$354.11	$372.75	$447.30	$894.60	$670.95
Media Fills/ Environmental Plates	<50 samples	$64.84	$68.25	$81.90	$163.80	$122.85
	>50 samples	$19.95	$21.00	$25.20	$50.40	$37.80
	>100 samples**	$4.99	$5.25	$6.30	$12.60	$9.40

Microbiological Testing Type		BRONZE	SILVER	GOLD	RUSH NEXT BUSINESS DAY	RUSH 2ND BUSINESS DAY
Endotoxin	All samples not in the category below	$74.81	$78.75	$94.50	$189.00	$141.75
	Pellets, Endotoxin Challenge Vials, Compounds with Inhibiting Factors	$104.74	$110.25	$132.30	$264.60	$198.45
Particulate Matter	Particulate Matter per <797>	$44.89	$47.25	$56.70	$113.40	$85.05
	Particulate Matter Method I <788/789> LVI	$159.60	$168.00	$201.60	$403.20	$302.40
	Particulate Matter Method I <788/789> SVI	$159.60	$168.00	$201.60	$403.20	$302.40
	Particulate Matter Method II <788/789>	$274.31	$288.75	$346.50	$693.00	$519.75
Validation and Verification	Container Closure Integrity Testing	$249.38	$262.50	$315.00	N/A	N/A
	USP <51> Antimicrobial Effectiveness Testing**	$1,500.00	$1,500.00	$1,500.00	N/A	N/A
	Sterility USP <71> Method Suitability**	$630.00	$630.00	$630.00	N/A	N/A
	Endotoxin Validation USP <85> (Enhancement/Inhibition)**	$630.00	$630.00	$630.00	N/A	N/A
	Fungal Validation**	$630.00	$630.00	$630.00	N/A	N/A
	USP <71> Rapid Sterility Validation (3 Lots), Lots submitted concurrently**	$6,820.00	$6,820.00	$6,820.00	N/A	N/A
	USP <71> Rapid Sterility Validation (3 Lots), Lots submitted non-concurrently	$3,500.00/Lot	$3,500.00/Lot	$3,500.00/Lot	N/A	N/A
	USP <51> Method Suitability**	$600.00	$600.00	$600.00	N/A	N/A
Other Services	Subculture and Ship to Client**	$44.89	$47.25	$56.70	N/A	N/A
	Sample Manipulation (per hour)**	$144.64	$152.25	$182.70	N/A	N/A
ULH Services	USP <61>/<62>**	$230.00	$230.00	$230.00	N/A	N/A
	USP <61>/<62> Validation**	$2,200.00	$2,200.00	$2,200.00	N/A	N/A
	Water Activity**	$500.00	$500.00	$500.00	N/A	N/A
	USP <81> (Information only)**	$500.00	$500.00	$500.00	N/A	N/A
	USP <81> Validation**	$15,000.00	$15,000.00	$15,000.00	N/A	N/A
	USP <81> (post-Validation)**	$500.00	$500.00	$500.00	N/A	N/A
	Forensic Particle Analysis**	$1,100.00	$1,100.00	$1,100.00	N/A	N/A

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN DYNALABS, LLC AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER TO PROVIDE ANALYTICAL LABORATORY TESTING OF COMPOUNDED PHARMACEUTICAL SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between **Dynalabs, LLC** (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"). This Addendum #1 has the full force and effect as if set forth within the Agreement. Notwithstanding the provision of Section 13.16 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, NMC and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

I. **Section 3.2 under <u>TERMINATION</u> shall be deleted and restated in its entirety to read as follows:**

3.2 NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from undisputed sum due the CONTRACTOR under this Agreement. If NMC's account is in arrears, CONTRACTOR may, at its option, postpone further performance until the account is brought current.

II. Section 4, <u>INDEMNIFICATION</u>, shall be deleted and restated in its entirety to read as follows:

<u>4. INDEMNIFICATION AND LIMITATION OF LIABILITY.</u>

4.1 The Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "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 the Contractor 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. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

4.2 The County shall indemnify, defend, and hold harmless the Contractor, 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 the County and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the Contractor and/or its officers, agents, employees and subcontractors. The County shall reimburse the Contractor for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the Contractor under this Agreement.

4.3 EXCEPT FOR THE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT AND FOR BREACH OF PARAGRAPH 7.1 (CONFIDENTIALITY), (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF $100,000 OR TWO (2) TIMES

THE TOTAL FEES PAID HEREUNDER BY LICENSEE DURING THE TWELVE MONTHS PRECEDING THE INITIAL EVENT GIVING RISE TO SUCH LIABILITY.

III. Paragraph 5.5, "Business Automobile Liability Insurance", shall be omitted in its entirety.

IV. Paragraph 6.3 under, "Other Insurance Requirements", shall be deleted and restated in its entirety to read as follows:

6.3 Commercial general liability and policy 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.

Signature page to follow.

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

Natividad Medical Center	**Dynalabs, LLC**
Gary R. Gray, DO, CEO	Signature of Chair, President or Vice-President Dan Henderson, CEO
Date	Printed Name and Title Nov 10, 2020
Approved as to Legal Provisions: Anne Brereton	Date
Monterey County Deputy County Counsel 11/19/20	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer Benton P. Staab
Date	Printed Name and Title November 10, 2020
Approved as to Fiscal provisions:	Date
Monterey County Chief-Deputy Auditor-Controller gary k gibonsy	Signature Instructions For 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).
Date 12-7-2020	

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-15093
a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Dynalabs, LLC for analytical laboratory testing of compounded pharmaceutical services at NMC for an amount not to exceed $32,000 with an agreement term retroactive to January 1, 2021 through December 31, 2025.
b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard indemnification and limitations on liability provisions within the agreement.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: A 21-018
Agenda Item No.: 29

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

Julian Lorenzana, Deputy

Introduced: 1/11/2021

Current Status: Passed - Natividad Medical Center

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Virtusa Corporation for CareDiscovery Quality Measures and CareDiscovery Electronic Quality Measures software subscription services at NMC for an amount not to exceed $216,454 with an agreement term of January 26, 2021 through January 25, 2024.
b. Authorize the Chief Executive Officer 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%) ($21,645) of the original cost of the agreement per each amendment.
c. Approve the NMC Chief Executive Officer's recommendation to accept non-standard indemnification, insurance, limitations on liability, and limitations on damages provisions within the agreement.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Virtusa Corporation for CareDiscovery Quality Measures and CareDiscovery Electronic Quality Measures software subscription services at NMC for an amount not to exceed $216,454 with an agreement term of January 26, 2021 through January 25, 2024.
b. Authorize the Chief Executive Officer 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%) ($21,645) of the original cost of the agreement per each amendment.
c. Approve the NMC Chief Executive Officer's recommendation to accept non-standard indemnification, insurance, limitations on liability, and limitations on damages provisions within the agreement.

SUMMARY/DISCUSSION:

For over 40 years, IBM, through its partner Truven Health Analytics, has provided market-leading performance improvement solutions built on data integrity, advanced analytics, and domain expertise. NMC has contracted with Truven since 2009 for the use of the IBM database(s) and analytic tools. IBM is now partnering with Virtusa Corporation to provide these same services.

Care Discovery is a database and reporting system that provides NMC with a dashboard of critical benchmarks and objective, fact-based information necessary to make quick, confident decisions in support of the hospital's quality improvement initiatives. The database and reporting system allows NMC to: evaluate our performance as compared to peer hospitals; and evaluate our outcomes including the Agency for Healthcare Research and Quality (AHRQ) national indicators, complications, and risk-adjusted mortality and resource metrics. It provides NMC with the capability to drill into transaction-level details to identify specific opportunities for improving the process of care. The database and reporting system allows NMC to compare patient-care patterns among physicians and compare expected results to observed results. The database is used to run many required reports for Joint Commission accreditation.

The Care Discovery Quality Measures database and reporting system provides NMC with the tools to comply with the Joint Commission and Center for Medicare and Medicaid Services (CMS) requirement for quarterly reporting of clinical quality measures also known as Core Measures.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this agreement as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The agreement has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on January 8, 2021.

FINANCING:

The cost for this agreement is $216,454 of which $70,728 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:

This agreement is for a software system which allows data collection of process improvement projects as well as regulatory required reporting of quality metrics. The ability to capture this data and to compare with our peers helps drive improved medical care and patient outcomes at NMC. The use of this system provides NMC with the additional support it needs to be able to provide reliable and quality patient care, thus improving the health and quality of life for patients and their families.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Charles Harris M.D., Chief Quality Officer, 783-2785

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

Attachments:
Virtusa Agreement and BAA

Attachments on file with the Clerk of the Board

Introduced: 1/11/2021 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

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__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Charles Harris M.D., Chief Quality Officer, 783-2785
Approved by: Gary R. Gray, DO, Chief Executive Officer, 783-2553

Attachments:
Virtusa Agreement and BAA

Attachments on file with the Clerk of the Board

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

1/15/21
Date

virtusa

To: Order Management

I have full authority to commit funding of $216,453.30 USD for payment under Quote Number 18870214 dated 07 December 2020, plus any additional on-demand, overage, and partial month charges associated with contracted Software as a Service on this quote on behalf of Natividad Medical Center. All approvals required to issue payment have been obtained. This order is firm, irrevocable, and payment is due as specified in the Virtusa invoice.

County of Monterey, on behalf of

Bill to: County of Monterey, on behalf of Natividad Medical Center 1441 Constitution Blvd Salinas, CA 93906 United States Contact Name: Salvador Cervantes Contact Email: CervantesSL@natividad.com Contact Number:	**Ship to:** Natividad Medical Center 1441 Constitution Blvd Salinas, CA 93906 United States Contact Name: Salvador Cervantes Contact Email: CervantesSL@natividad.com Contact Number:

Quote Contact:

Contact Name: Salvador Cervantes
Contact Email: CervantesSL@natividad.com
Contact Number:

Authorized Signature: _____
Name (type or print): _____
Title: _____
Date: _____

Virtusa Sales Rep: Paige Winnebald
Phone Number: (480) 789-3895
E-mail Address: pwinnebald@virtusa.com

Approved as to form. 12/21/2020.

Deputy County Counsel

Approved for Fiscal Provisions

gary k gibonsy

Chief Deputy Auditor-Controller
12-21-2020

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virtusa

Virtusa Quotation

Quotation Information

Number: **18870214**
Effective Date: **07-Dec-2020**
Expiration Date: **30-Dec-2020**

Customer Information

Natividad Medical Center
1441 Constitution Blvd
Salinas, CA 93906

Sales Representative

Virtusa Contact: **Paige Winnebald**
Phone Number: **(480) 789-3895**
E-mail Address: **pwinnebald@virtusa.com**

Summary

Year 1 Total	$ 70,727.13
Year 2 Total	$ 72,141.67
Year 3 Total	$ 73,584.50
Software as a Service Total	**$ 216,453.30 USD**

Software as a Service - Subscription Entitlements

Projected Service Start Date: **01-January-2021**

IBM CareDiscovery Quality and Electronic Quality Measures Annual Fees
Components Included:

- CareDiscovery Quality Measures base platform (CDQM)
- CareDiscovery Electronic Quality Measures base platform (CDeQM)

Item	Period	License Fee
CDQM/CDeQM	Months 1-12	$ 70,727.13
CDQM/CDeQM	Months 13-24	$ 72,141.67
CDQM/CDeQM	Months 25-36	$ 73,584.50
Total		**$ 216,453.30 USD**

- Committed Term: **36 Months**
- Billing: **Annual**
- Renewal Type: **Terminate at end of current term**

Applicable tax will be recalculated at the time of order processing.

Virtusa acceptance of the order is subject to credit approval.

Upon placing your order, please supply a Purchase Order or, if not PO driven, a signed Firm Order Letter. The Purchase Order value must cover the applicable charges for a minimum of one year. If the Total Term is less than one year, the Purchase Order value must cover the Total Commit Value.

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Terms for IBM Cloud Offering Transactions

The referenced Cloud Services are governed by the terms of your Cloud Service Agreement (https://www.ibm.com/support/customer/csol/contractexplorer/cloud/csa/us-en), its associated attachment(s), and the referenced Transaction Documents. Your order and use of the Cloud Services are your acceptance of the prices and terms referenced in this document, except to the extent superseded by a written amendment or agreement signed by both of us.

Final coverage dates for offerings listed are provided in your Proof of Entitlement.

Transaction Documents

Service Description(s) for ordered Cloud Services (as applicable):
IBM CAREDISCOVERY QUALITY MEASURES
http://www-03.ibm.com/software/sla/sladb.nsf/sla/sd-8113-02

IBM CAREDISCOVERY ELECTRONIC QUALITY MEASURES
http://www-03.ibm.com/software/sla/sladb.nsf/sla/sd-8114-02

Please read all terms for each of the above referenced Transaction Document(s) to ensure you are agreeing to the most recent version of the document. If you have any trouble with the link provided, please copy and paste the appropriate URL in your browser's navigation bar.

Protected Health Information and Business Associate Agreement

Protected health information (as defined in the Health Insurance Portability and Accountability Act of 1996, as amended) ("PHI") may be used with the applicable Software as a Service or Cloud Service provided that (a) a Business Associate Agreement ("BAA") that will govern such PHI has been validly executed between the parties and is linked to this transaction via the transaction number (such BAA is hereby incorporated herein by reference) and (b) the applicable Software as a Service or Cloud Service is designed to handle PHI, as indicated in the offering's TOU or Service Description.

IBM's standard BAA is available at: http://www-03.ibm.com/software/sla/sladb.nsf/pdf/7356-03/$file/i126-7356-03_11-2018_sign_en_US.pdf

If you have any trouble with the link provided, please copy and paste the appropriate URL in your browser's navigation bar.

Billing and Provisioning

At time of acceptance of this quote either by Purchase Order or Firm Order Letter, Virtusa will begin billing for the SaaS Subscription(s) as indicated above. When IBM is ready to provision the contracted SaaS Subscription(s) IBM will use information provided by Virtusa, as well as default technical data to configure the client's SaaS Subscription for access. IBM will notify the Client with details on the provisioning on the date in which the Client can access the SaaS and the term for the SaaS will begin on the date indicated. If provisioning information needs to be updated please refer to the IBM Software as a Service (SaaS) Support Handbook.
Please work with your Virtusa Sales Representative to complete the provisioning data at or prior to time of order.

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Business Associate Addendum

This Business Associate Addendum ("Addendum") supplements and is made a part of the Base Agreement identified in the signature block, and applicable transaction document(s), between Client and International Business Machines Corporation (IBM) for the services that will be processing protected health information of individuals governed by U.S. laws and regulations (collectively, the "Agreement"). IBM and Client may be referred to individually as a "Party" or collectively as the "Parties." Once accepted electronically, any reproduction made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original.

RECITALS

Client is a "covered entity", as such term is defined by HIPAA (defined below).

Client and IBM are Parties to the Agreement pursuant to which IBM provides certain services to Client. In connection with those services, the Parties anticipate that it may be necessary for IBM to create, receive, maintain, transmit, use, or disclose certain Protected Health Information from, or on behalf of, Client ("Client PHI") that is subject to protection under the privacy, security and breach notification requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, including by the Health Information Technology for Economic & Clinical Health Act of the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), certain regulations promulgated under HIPAA by the United States Department of Health and Human Services at 45 C.F.R. Parts 160 and 164 and certain regulations promulgated pursuant to the HITECH Act (collectively, "HIPAA").

The purpose of this Addendum is to help facilitate the Parties' compliance with the requirements of HIPAA, as applicable when IBM is acting as a business associate of Client.

Client acknowledges that IBM may act in a capacity other than as a business associate and that this Addendum only applies to the extent that IBM is acting as a business associate for Client. Hereinafter, however, IBM will be referred to as "Business Associate."

NOW, THEREFORE, in consideration of the mutual promises and other consideration contained in this Addendum, the delivery and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms have the same meaning as set forth in HIPAA. "Applicable Law" means, in respect of any person, all provisions of constitutions, statutes, rules, regulations, and orders of governmental bodies or regulatory agencies applicable to such person, including, without limitation, HIPAA and state privacy laws and security breach notification laws, and all orders and decrees of all courts and arbitrators in proceedings or actions to which the person in question is a party or by which it or its properties are bound.

2. Applicability. This Addendum shall be applicable solely to Protected Health Information that is Client PHI. Client will not provide Business Associate with access to, or direct Business Associate to create, receive, maintain, transmit, use, or disclose, Client PHI unless a description of the Client PHI, its location and any requirements related to such Client PHI are mutually agreed upon in the applicable transaction document.

3. Minimum Necessary Disclosures. In accordance with HIPAA, Client shall limit its uses, disclosures and requests of Client PHI to Business Associate to the minimum necessary to accomplish the services Business Associate is performing for Client. Business Associate shall further limit its use, disclosures and requests of Client PHI to the minimum necessary Client PHI to perform or have performed the services Business Associate is performing for Client. In each case, Client shall exercise reasonable discretion to determine what constitutes minimum necessary Client PHI.

4. Scope of Use of Client PHI. Business Associate shall not create, receive, maintain, transmit, use, or disclose Client PHI for any purpose other than as permitted or required by this Addendum or as Required By Law; provided that to the extent Business Associate is to carry out Client's obligations under the Privacy Rule as agreed by the Parties in writing, Business Associate will comply with the requirements of the Privacy Rule that apply to Client in the performance of those obligations.

5. Permitted Uses and Disclosures. Unless otherwise limited in this Addendum, in addition to any other uses and/or disclosures permitted or required by this Addendum, Business Associate may:

5.1 create, receive, maintain, transmit, use, and disclose Client PHI as necessary to provide the services and perform its obligations under the Agreement; and

5.2 create, receive, maintain, transmit, use, and disclose Client PHI for the proper management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate, provided that, with respect to disclosures: (i) the disclosures are Required by Law; or (ii) any third party to which Business Associate discloses Client PHI provides written reasonable assurances in advance that: (a) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party; and (b) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the Client PHI has been compromised.

6. **Safeguards for the Protection of Client PHI.** Business Associate shall: (i) use safeguards that are designed to appropriately prevent the use or disclosure (other than as provided for by this Addendum) of Client PHI; and (ii) implement administrative, physical and technical safeguards that are designed to reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Client PHI. If Business Associate agrees at the request of Client to provide customized safeguards, such safeguards shall be documented in applicable statements of work or in comparable contract documents describing the services to be performed. In all cases, Business Associate shall comply with the Security Rule requirements for business associates in 45 C.F.R. Parts 160 and 164 (Subparts A & C).

7. **Reporting of Unauthorized Uses or Disclosures.** In compliance with HIPAA Business Associate shall report to Client:

7.1 any use or disclosure of Client PHI of which Business Associate becomes aware that is not provided for or permitted in this Addendum.;

7.2 any Security Incident of which Business Associate becomes aware; provided, however, that the Parties acknowledge and agree that no additional notice is required by Business Associate to Client for the ongoing existence and occurrence of Unsuccessful Security Incidents. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, disclosure, modification or destruction of Client PHI or intentional interference with system operations in an information system that contains Client PHI; and

7.3 any Breach of Unsecured Client PHI of which Business Associate becomes aware, without unreasonable delay and in no case later than 30 days following the discovery by Business Associate of such Breach. Business Associate shall provide Client with written notification of Breach in accordance with 45 C.F.R. § 164.410.

8. **Use of Subcontractors**. Business Associate shall cause each Subcontractor of Business Associate (including, without limitation, a Subcontractor that is an agent under Applicable Law) that creates, receives, maintains, transmits, uses, or discloses Client PHI on behalf of Client to sign a written agreement with Business Associate satisfying the requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a)(2) and containing at least as restrictive provisions and conditions related to the protection of Client PHI as those that apply to Business Associate under this Addendum.

9. **Authorized Access to and Amendment of Client PHI.** Only to the extent that Business Associate maintains Client PHI in Designated Record Sets, Business Associate shall: (i) within 30 business days of a written request by Client for access to Client PHI about an Individual contained in any Designated Record Set of Client maintained by Business Associate, make available to Client in accordance with 45 C.F.R. § 164.524, all such Client PHI held by Business Associate, including electronic access to Client PHI maintained by Business Associate in electronic form; and (ii) within 30 business days of a written request by Client to amend Client PHI, incorporate any amendments Client makes to Client PHI in accordance with 45 C.F.R. § 164.526. In the event that Business Associate receives a request for access to Client PHI directly from an Individual, Business Associate shall direct the Individual to contact Client directly.

10. **Accounting of Disclosures of Client PH**I. Business Associate shall keep records of disclosures of Client PHI made by Business Associate (the "Disclosure Accounting") during the term of this Addendum in accordance with 45 C.F.R. § 164.528. Business Associate shall provide the Disclosure Accounting to Client within 45 days of receiving a written request therefor from Client. Business Associate shall comply with, and assist Client in compliance with, additional requirements of 42 U.S.C. § 13405(c), if and when applicable. In the event that Business Associate receives a request for a Disclosure Accounting of Client PHI directly from an Individual, Business Associate shall direct the Individual to contact Client directly.

11. **Health and Human Services.** Business Associate shall make its internal practices, books and records related to the use and disclosure of Client PHI under the Agreement and this Addendum available to Secretary of the Department of Health and Human Services for the purpose of determining Client's compliance with 45 C.F.R. § 164.500 et seq.

12. **Client Responsibilities.** Client warrants that it has obtained and will obtain any consents, Authorizations, and/or other legal permissions required under HIPAA and other Applicable Law for the disclosure of Client PHI to Business Associate. Client shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of Client PHI under this Addendum. Client shall not agree to any restriction on the creation, receipt, maintenance, transmission, use, or disclosure of PHI under 45 C.F.R. § 164.522 that restricts Business Associate's creation, receipt, maintenance, transmission, use, or disclosure of Client PHI under this Agreement unless such restriction is Required By Law or Business Associate grants its written consent to such restriction, which consent shall not be unreasonably withheld.

13. **Future Protections of Client PHI.** Upon the expiration or earlier termination of this Addendum for any reason, if feasible, Business Associate shall return to Client, or, at Client's direction, destroy, all Client PHI in any form. If Business Associate determines that such return or destruction is not feasible, Business Associate shall extend the protections of this Addendum to the Client PHI and shall limit further creation, receipt, maintenance, transmission, use, or disclosure to those purposes that make the return or destruction of the Client PHI infeasible.

14. **Termination.** Either Party (the "Non-Breaching Party") may terminate this Addendum upon 30 days' prior written notice to the other party (the "Breaching Party") in the event that the Breaching Party materially breaches this Addendum and such breach is not cured to the reasonable satisfaction of the Non-Breaching Party within such 30-day period. In the event of termination of this Addendum, either Party may terminate those portions of the Agreement, and only those portions of the Agreement, that require Business Associate to create, receive, maintain, transmit, use, or disclose Client PHI, in accordance with and subject to any rights to cure and payment obligations specified in the Agreement.

15. **Effect on Agreement.** This Addendum is not intended to, nor shall it be construed to, reduce or diminish any of Business Associate's or Client's obligations under the Agreement. Accordingly, except as set forth in section entitled "Termination" or to the extent expressly inconsistent with this Addendum, all other terms of the Agreement shall remain in full force and effect and shall not be modified, diminished, or reduced hereby. In the event of a conflict between this Addendum and the Base Agreement, including applicable transaction document, with respect to the privacy and security of Client PHI or compliance with HIPAA, the terms more protective of Client PHI shall control. In all other cases, the terms of the Agreement shall control.

16. **No Intended Third Party Beneficiaries.** There are no intended third party beneficiaries under this Addendum.

17. **Independent Contractor Status.** The Parties acknowledge and agree that Business Associate is at all times acting as an independent contractor of Client and not as an agent or employee of Client under this Addendum.

18. **Assignment.** Neither Party may assign this Addendum, in whole or in part, without the prior written consent of the other. Any attempt to do so is void. Neither Party will unreasonably withhold such consent. The assignment of this Addendum, in whole or in part, to any majority-owned subsidiary in the United States or to a successor organization by merger or acquisition does not require the consent of the other. It is not considered an assignment for Business Associate to divest a portion of its business in a manner that similarly affects all of its Clients.

19. **Future Amendments.** Any future amendments to HIPAA affecting the required provisions of business associate agreements are hereby incorporated by reference into this Addendum as if set forth in this Addendum in their entirety, effective on the later of the effective date of this Addendum or such subsequent date as may be specified by HIPAA. No other amendment to this Addendum shall be valid unless agreed to in writing by both Parties.

Each Party accepts the terms of this Business Associate Addendum by signing this Addendum (or another document that incorporates it by reference) by hand or electronically.

Agreed to:
Client Company Name:

By_____
Authorized signature

Title:

Name (type or print):

Date:

Client number:

Enterprise number:

Client address:

Agreed to:
International Business Machines Corporation

By E-SIGNED by Russell Fankhauser on 2020-12-04 17:33:40 GMT
Authorized signature

Title: Russell Fankhauser

Name (type or print):

Date: 2020-12-04

Base Agreement number:

IBM address:

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-15094
a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Virtusa Corporation for CareDiscovery Quality Measures and CareDiscovery Electronic Quality Measures software subscription services at NMC for an amount not to exceed $216,454 with an agreement term of January 26, 2021 through January 25, 2024.
b. Authorize the Chief Executive Officer 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%) ($21,645) of the original cost of the agreement per each amendment.
c. Approve the NMC Chief Executive Officer's recommendation to accept non-standard indemnification, insurance, limitations on liability, and limitations on damages provisions within the agreement.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: A 21-019
Agenda Item No.: 30

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

Julian Lorenzana, Deputy

Introduced: 1/11/2021

Current Status: Passed - Natividad Medical Center

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-14274) with Visual Net Design for website update and hosting services, extending the agreement an additional two (2) year period (May 1, 2021 through April 30, 2023) for a revised full agreement term of May 1, 2018 through April 30, 2023, and adding $139,976 for a revised total agreement amount not to exceed $323,964.
b. Authorize the Chief Executive Officer 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%) ($3,398) of the original cost of the agreement.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-14274) with Visual Net Design for website update and hosting services, extending the agreement an additional two (2) year period (May 1, 2021 through April 30, 2023) for a revised full agreement term of May 1, 2018 through April 30, 2023, and adding $139,976 for a revised total agreement amount not to exceed $323,964.
b. Authorize the Chief Executive Officer 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%) ($3,398) of the original cost of the agreement.

SUMMARY/DISCUSSION:

Natividad is recommending that the current agreement for hosting and support services with Visual Net Design be renewed and expanded to include Search Engine Optimization Services (SEO). In an effort to reach our target audience, Natividad currently has an English and a Spanish website that are distinct and separate. SEO will allow NMC to improve the tracking of website utilization and it will provide us with data to continue to improve the site to be a more effective resource to the community.

The approval of this agreement will NMC ensure that the websites provide up to date and accurate information related to services, contact information, and information on the health related matters, which the organization feels is important to our community.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this amendment no. 2 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The amendment No. 2 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on January 8, 2021.

FINANCING:

The cost for this amendment No. 1 is $139,976 of which $96,000 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:

This amendment allows for hosting services resulting in a website with up to date and current information thus improving the health and quality of life through County supported policies, programs and services while promoting access to equitable opportunities for health choices and health environments in collaboration with communities.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Janine Bouyea, Human Resources Administrator, 783-2701
Approved by: Gary R. Gray, DO, Chief Executive Officer, 783-2504

Attachments:
Visual Net Design Amendment No. 2
Visual Net Design Amendment No. 1
Visual Net Design Agreement

Attachments on file with the Clerk of the Board

Introduced: 1/11/2021 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This amendment allows for hosting services resulting in a website with up to date and current information thus improving the health and quality of life through County supported policies, programs and services while promoting access to equitable opportunities for health choices and health environments in collaboration with communities.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Janine Bouyea, Human Resources Administrator, 783-2701
Approved by: Gary R. Gray, DO, Chief Executive Officer, 783-2504

Attachments:
Visual Net Design Amendment No. 2
Visual Net Design Amendment No. 1
Visual Net Design Agreement

Attachments on file with the Clerk of the Board

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

1/15/21
Date

AMENDMENT NO. 2
TO HOSTING SERVICE LEVEL AGREEMENT
BETWEEN VISUAL NET DESIGN AND
NATIVIDAD MEDICAL CENTER
FOR
HOSTING SERVICES

This Amendment No.2 to the Service Level Agreement ("SLA") which was effective on May 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "Customer"), and Visual Net Design (hereinafter "VNDhost"); (collectively, Customer and VNDhost are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the SLA was executed for Hosting Services with a term May 1, 2018 through April 30, 2021 and a total SLA amount not to exceed $33,988; and

WHEREAS, Customer and VNDhost amended the SLA on April 2, 2019 via Amendment No 1 to add an additional $150,000, thereby increasing the total SLA amount to $183,988 with no change to the SLA term of May 1, 2018 through April 30, 2021; and

WHEREAS, Customer and VNDhost currently wish to amend the SLA via Amendment No. 2 to extend it for an additional two (2) year period through April 30, 2023 to allow for services to continue with additions to the original scope of work attached hereto as "Revised Exhibit A per Amendment No. 2 – Scope of Services/Payment Provisions," "Revised Exhibit B per Amendment No. 2 – Scope of Services/Payment Provisions for VND Website Support Service" and "Exhibit C – Google Analytics Custom Tracking Setup and Management" for an increase of $139,976 for a revised total SLA amount of $323,964.

AGREEMENT

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

The SLA is hereby renewed on the terms and conditions as set forth in the Original SLA, in Amendment No. 1, and in Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled, "PAYMENTS BY Customer" shall be amended to the following:
   "Customer shall pay VNDhost in accordance with the payment provisions set forth in Exhibit A, Revised Exhibit A, Exhibit B, Revised Exhibit B, and Exhibit C, subject to the limitations set forth in this SLA. The total amount payable by Customer to VNDhost under this SLA shall not exceed the sum of $323,964."

2. The first sentence of Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
   "The term of this Agreement is from May 1, 2018 through April 30, 2023 unless sooner terminated pursuant to the terms of this Agreement."

3. Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
   "The following attached exhibits are incorporated herein by reference and constitute a part of this SLA:
   Exhibit A: Scope of Services/Payment Provisions for Hosting Services
   Revised Exhibit A per Amendment No. 2: Scope of Services/Payment Provisions for Hosting Services
   Exhibit B: Scope of Services/Payment provisions for Website Support Services
   Revised Exhibit B per Amendment No. 2: Scope of Services/Payment provisions for Website Support Services

Exhibit C: Google Analytics Custom Tracking Setup and Management"

4. Except as provided herein, all remaining terms, conditions and provisions of the Original SLA are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the SLA and in Amendment No. 1.

5. A copy of this Amendment No. 2 shall be attached to the Original SLA.

6. This Amendment No. 2 shall be effective on February 1, 2021.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: Jan 11, 2021

APPROVED AS TO FISCAL PROVISIONS

By: gary k gibonsy
Monterey County Deputy Auditor/Controller

Date: 1-11-2020

CONTRACTOR

Visual Net Design
CONTRACTOR's Business Name
See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

Manuel Oblitas, Co-Founder / Owner
Name and Title

Date: 12/15/2020

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

Javier Oblitas , Co-Founder
Name and Title

Date: 12/15/2020

Instructions

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

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

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

VISUAL NET DESIGN

Natividad Medical Center

Natividad Medical Center - Hosting 2021-2023

Quote# 10648 –

Revised Exhibit A per Amendment No. 2 for Hosting Services

11/17/2020

Web Design | Custom Programming | Networking
Corporate Branding | IT Services | Search Engine Optimization
Dedicated and Shared Hosting

Customer: Natividad Medical Center
Project Name: Natividad Medical Center - Hosting 2021-2023

Quote Number: 10648
Date: 11/17/2020

Section I – Annual Recurring Components

Module	Details	Quote
SSL Certificate Single Domain Managed $99.00	Domain: Natividad Intranet This is the lock representing SSL encryption for secure transactions. $99/year -SSL Certificate Single Domain Managed *Includes Free Installation!	$99.00/year
SSL Certificate Single Domain Managed $99.00	Domain: Natividad.com This is the lock representing SSL encryption for secure transactions. $99/year -SSL Certificate Single Domain Managed *Includes Free Installation!	$99.00/year

Section II – Monthly Recurring Components

Service	Recurring Service Summary	Recurring Totals
Managed Dedicated Server	Main Server Web/DB Dedicated Server Pro » Operating System: CentOS 7 » Additional IPs: 0 $0.00 USD » CPUs: Dual Quad-Core Xeon 2.5G+ » RAM: 16 GB $20.00 USD » Raid: Raid 1 [2 Drives] » Hard Drive 0: 250GB SSD » Hard Drive 1: 250GB SSD » Hard Drive 2: -Not Specified- » Hard Drive 3: -Not Specified- » Control Panel: Virtualmin Linux » Management: -Default- • Access using SSH or Virtualmin • Server management and support from VND**	$315.00/MO
Managed Cloud backup	VND Managed Cloud backup takes your business backup to new heights by continuously sending your encrypted data to our secure online cloud. Our backup agent operates silently in the background so you can stay focused on business at hand. VND manages your backup to ensure continuity of your files in case of disaster or emergency, making your backups one less thing to worry about. Features: * Restore your business files quickly, from the local copy or the cloud as needed * Works over wireless, wired and cellular networks	$40.00/MO

	* Fully automated and monitored backup solution * Fully encrypted - Data is secured before transmission to protect your business important files from any prying eyes * Cross platform - Runs on Windows, Mac, Linux, and Solaris * Unlimited Cloud storage * 1tb Local cache of data for fast restore	
Dedicated Server Failover	Failover Server Web/Db Failover Dedicated Server Pro » Operating System: CentOS 7 » Additional IPs: 0 $0.00 USD » CPUs: Dual Quad-Core Xeon 2.5G+ » RAM: 16 GB $20.00 USD » Raid: Raid 1 [2 Drives] » Hard Drive 0: 250GB SSD » Hard Drive 1: 250GB SSD » Hard Drive 2: -Not Specified- » Hard Drive 3: -Not Specified- » Control Panel: Virtualmin Linux » Management: -Default- • Access using SSH or Virtualmin • Server management and support from VND**	$315.00/MO
Premium WordPress Maintenance	Domain: Natividad Intranet Services: 1. Daily Back Ups 2. Website firewall (Sucuri). This prevents attacks due to security holes or hack attempts. We provide security and malware scans on live traffic. Sucuri monitors your WordPress site for malware, file changes, SQL injections, and more. It also protects your website against DDoS and brute force attacks. In addition, it speeds up your website with a CDN (content delivery network) as you static web files are cached on multiple servers all over the world. 3. Uptime Monitoring 24/7 4. WordPress/plugin updates. VND will also perform on demand security hole patching if WordPress releases an emergency hot fix outside in between our regular monthly scheduled updates. VND constantly monitors WPs news for latest threats and will execute updates outside of the monthly scheduled check if required. 5. Support (email & phone) 6. Monthly report (Backup status, downtime, updates, security issues, etc...) 7. Monthly Google Analytics report (Total visits/month) 8. Performance Monitoring (bandwidth, CPU and server resources) 9. Site consistency automated report: Broken links and spelling report.	$120.00/MO
Premium WordPress Maintenance	Domain: Natividad.com Services: 1. Daily Back Ups 2. Website firewall (Sucuri). This prevents attacks due to security holes or hack attempts. We provide security and malware scans on live traffic. Sucuri monitors your WordPress site for malware, file changes, SQL injections, and more. It also protects your website against DDoS and brute force attacks. In addition, it speeds up your website with a CDN (content delivery network) as your static web files are cached on multiple servers all over the world.	$120.00/MO

	3. Uptime Monitoring 24/7 4. WordPress/plugin updates. VND will also perform on demand security hole patching if WordPress releases an emergency hot fix outside in between our regular monthly scheduled updates. VND constantly monitors WPs news for latest threats and will execute updates outside of the monthly scheduled check if required. 5. Support (email & phone) 6. Monthly report (Backup status, downtime, updates, security issues, etc...) 7. Monthly Google Analytics report (Total visits/month) 8. Performance Monitoring (bandwidth, CPU and server resources) 9. Site consistency automated report: Broken links and spelling report.	

Section III – Summary

a) Annual Recurring components:
1) SSL Certificate Single Domain Managed = $99.00
2) SSL Certificate Single Domain Managed = $99.00

b) Monthly Recurring components:
1) Yes (x) No ( ) - Managed Dedicated Server - (1 units X $315.00) = $315.00/MO
2) Yes (x) No ( ) - Managed Cloud backup - (1 units X $40.00) = $40.00/MO
3) Yes (x) No ( ) - Dedicated Server Failover - (1 units X $315.00) = $315.00/MO
4) Yes (x) No ( ) - Premium WordPress Maintenance - (1 units X $120.00) = $120.00/MO
5) Yes (x) No ( ) - Premium WordPress Maintenance - (1 units X $120.00) = $120.00/MO

c) Totals:
Annual Recurring Total:
$198.00

Setup Fees:
$0

Monthly Recurring Total:
$910.00

Section IV – Definitions

* Free installation only applicable for VND provided SSLs. Third party SSLs form other registry authorities may be subject to other labor charges not defined in this document
** Server management and support from VND. This ensures the following are performed:
- Firewalls are in place to allow only pre-approved remote access managed by VND
- Ensures changes in security policies are tracked.
- Monitoring of bandwidth spikes to track down abusers and DDoS attacks which are blocked on our edge routers.
- Monitoring of uptime via our monitoring systems.

Section IV – Terms

This Hosting Agreement is made effective when first payment for services is applied, between Visual Net Design LC (the Provider), and Natividad Medical Center (the Client), and states the agreement of the parties as follows:

WEB Hosting Effective Start Date: February 1st, 2021

This agreement shall begin on the above effective date and shall end __April 30, 2023__, unless otherwise terminated in a manner consistent with the terms of this hosting agreement/SLA.

_____

Approved by / Date

VISUAL NET DESIGN

Revised EXHIBIT B per Amendment No. 2 – Scope of Services/Payment Provisions for VND Website Support Services

Natividad Medical Center

Natividad Web Retainer

Quote# 10603

11/6/2020

Web Design | Custom Programming | Networking
Corporate Branding | IT Services | Search Engine Optimization
Dedicated and Shared Hosting

Customer: Natividad Medical Center
Project Name: Natividad Web Retainer

Quote Number: 10603
Date: 11/6/2020

Revised EXHIBIT B per Amendment No. 2 – Scope of Services/Payment Provisions for VND Website Support Services
==========

1. Telephone and E-mail Support:
- VND provides telephone and e-mail support for Customer with a Monthly Support Subscription or as needed retainer agreement; available hours and response times are provided in the Monthly Support Response Timetable below.
- Customer with a Monthly Support Subscription or as needed retainer agreement shall report high priority issues to VNDs technical support via phone or email during office hours provided in the support response timetable below.
- Response time for any support tickets is calculated from the time of initial contact from Customer to VND.

2. Obligations of Supported Customers:
- Customer acknowledges that VND's ability to provide a solution for a customer issue may be subject to and may require access to certain Customer information and access to Customers computer system as reasonably requested by VND.
- Such information may include, but is not limited to, the type of hardware the Customer is using, a detailed description of the problem for which Customer seeks Support Services, and additional software Customer is using that falls outside the Monthly Support Subscription or as needed retainer agreement scope of coverage. Customer understands and agrees that the completeness and accuracy of the information customer provides to VND may affect VNDs ability to provide Support Services.
- The Customer is required to provide a technical support contact that will be the technical focal point for VND in all support matters.

3. Monthly Support Response Time:
- VND will ensure appropriate and timely escalation of high priority issues through its technical and management organization. VND is committed to working on high priority issues until resolution is complete.
- This effort requires Customer to provide the matching resources necessary to ensure timely progress and validation.
- VND shall exercise all commercially reasonable efforts to meet the following response times:
    - For website content development: No more than 1-hour response time during office hours M-F 8am-5pm at the time of initial request by Customer. Final content deliverable shall be established at a mutually agreed upon day and time depending on the complexity of he requested content creation.
    - For website postings of documents sent to VND by Customer and posting of links to such documents on the Customer's website, and for updates and changes to the existing web pages at the Customer's website, all such postings and changes shall occier within 4 hours of when the request was initially submitted by Customer between M-F 8am-5pm. Posting and change requests made after 2pm shall be completed by the following morning M-F no later than 10am.
    - All customer requests shall be emailed to developer@vndx.com for web/software development requests and support@netservers.com for server hosting related requests.

4. Pricing Clause:
The price option for this SLA may be modified via an amendment to the agreement with regards to the following pricing structure with committed hours:

- **(X) $110 per billable hour of services reserved for a minimum of 30 hours per month.* - $3,300.00/mo**
- Anything over the 16 hours per month shall be charged at $120/hr

VND shall submit the Customer an invoice on a form acceptable to Customer showing a brief description of the service provided, the dates services were rendered, and the cost. Advanced payment shall not be made. If not otherwise specified, VND may submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. Customer shall certify the invoice, either in the requested amount or in such other amount as Customer approves in conformity with this SLA, an 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.

_____
Approved by / Date

VISUAL NET DESIGN

Natividad Medical Center

Exhibit C: Natividad.com Google Analytics Custom Tracking Setup and Management

9/9/2020

Web Design | Custom Programming | Networking
Corporate Branding | IT Services | Search Engine Optimization
Dedicated and Shared Hosting

Customer: Natividad Medical Center
Project Name: Natividad.com Google Analytics Custom Tracking Setup and Management
Date: 9/9/2020

Section I – Required Components

Module	Details	Price
Google Analytics Goal One Time Configuration	The following will be done to setup a goal configurations on Google Analytics to be able to track page behaviour to a more granular level. Please note, we identified we have to add code to 150 pages. What is Goal? - Goals measure how well your site or app fulfills your target objectives. A goal represents a completed activity, called a conversion, that contributes to the success of your business. Examples of goals include making a purchase (for an ecommerce site), completing a game level (for a mobile gaming app), or submitting a contact information form (for a marketing or lead generation site). Tasks to complete: - Create new goal - Goal configuration - Revise or edit a goal - Show to Customer where and how they can see Recording status After Goals are setup, Customer will have access to the below in their Google Analytics Dashboard/Goal section: - Destination of Visitors on pages - Duration for which they were on that page (Ex: 5 minutes or more) - Pages/Screens per session (Ex: 3 pages) - Events (Ex: played a video) - Goal Value (Goal count) - Goal Completions (How many time viewer watches the Goal) - Goal Conversion Rate (Goal Percentage) - Total Abandonment Rate	$7,800.00
Monthly Custom Google Analytics Reporting	We are also providing a recurring reporting option (sent every month): In this report we will share the details of all pages regarding above mentioned points based on the results from the Goals section on Google Analytics Dashboard. This includes both the initial configuration of the report and monthly reporting.	$480.00

Section II – Summary

Required components:
1) **Google Analytics Goal One Time Configuration - $7,800.00**
2) **Monthly Custom Google Analytics Reporting - $480.00**
   - **Monthly Custom Google Analytics Reporting shall not exceed $13,440.**

Grand Total: **$21,240 (For charges until period ending April 30, 2023)**

TERMS:

1) Warranty

Work performed by Vendor under this cost estimate is warranted 100% with a 90-day warranty. Out of scope work requests made after a signed statement of work is approved will be billed hourly upon execution of an amendment signed by both parties.

Items NOT covered by our warranty are:
- **Code written by developers other than VNDs team.**
- **Support for any problems or errors arising with or caused by customer error.**
- **Any web development, web analysis, SEO or web marketing task that is not explicitly listed in the customer contract as a line item.**
- **Any updates to the Operating system, third party software, or OS patches that may cause issues in the production application.**

2) Proposed Timeline: 30 days after execution of this Amendment.

Proposed timeline is an estimate to serve as a guide. The time-frame to design, develop and implement a project can always fluctuate and it may change based on unforeseen conditions. Timelines are conducted in calendar days. Vendor will keep the Customer notified of changes that will extend the timeline. Customer agrees that it shall not hold the Vendor or his/her agents or employees liable for any incidental or consequential damages that arise from the Vendors failure to finalize the project in a timely manner.

3) Progress Reports

The Vendor shall contact or meet with the Customer on a mutually acceptable schedule to report all tasks completed, problems encountered, and recommended changes relating to the development of the site. The Vendor shall inform the Customer promptly by telephone or email upon discovery of any event or problem that may significantly delay the development of the work.

4) Changes

All changes shall be agreed to in writing by way of an amendment signed by both parties.

5) Testing and Acceptance

When Vendor notifies Customer that the Software is ready for use by Customer in a production environment, Customer may test the Software to determine whether it complies in all material respects with the Documentation. Customer agrees to complete such testing or evaluation within twenty (20) business days of such notice, or such other period of time as the parties may agree upon in writing. Upon completion of review and testing, Customer shall promptly notify Vendor whether it has accepted the Software ("Acceptance"), or whether it has identified material discrepancies with

the Documentation ("Rejection"). If Customer Rejects the Software, Customer shall provide a written list of items that must be corrected. Within five (5) business days of receipt of Customer's notice, at no additional charge to Customer, Vendor shall provide corrected Software to Customer for review and testing. The testing and evaluation process shall resume, as set forth above, with Customer having the greater of ten (10) business days or the remainder of the original testing period to complete its testing. If Customer Accepts the Software, it shall issue a written Acceptance Notice. The date of such Acceptance Notice shall be deemed the "Acceptance Date." Customer may elect to terminate this Agreement without any further liability or obligation if after Customer has completed at least two review cycles as described in this Section, Customer determines that the Software, as revised, does not comply in all material respects with the Documentation. In the event of such a termination, Vendor shall refund to Customer all fees paid, if any, for the Software.

6) Confidential Information

The Vendor acknowledges and agrees that the source materials, technical and marketing plans or other sensitive business information, including all materials containing said information, that are supplied by the Customer to the Vendor or developed by the Vendor in the course of developing the project are to be considered confidential. Except where disclosure is required by law, including disclosures pursuant to a request under the California Public Records Act. Additionally, the Customer hereby agrees Vendors trade secrets and work techniques shall not be disclosed to parties not working under with Customer and shall keep this information confidential.

7) Copyright Usage

The Customer agrees to indemnify and hold the Vendor harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the project at the request of the Customer for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release. Grant of copyright is conditioned upon receipt of final payment, and upon Customers compliance with the terms of this agreement.

8) Return of Source Information

Upon the Customers acceptance of the final version, or upon the cancellation of the project, the Vendor shall provide the Customer with all copies and originals of any source materials provided by the Customer.

9) Cancellation

In the event of cancellation of this work, the Customer will be billed a prorated amount for the work completed. Vendor will deliver all work completed up to the cancellation date. The work will be delivered either as a download link or in a Media CD/DVD, and shall contain all source files, and will be delivered once the Customers account is fully paid for all dues agreed upon after the cancellation date. Ownership of all copyrights or any original artwork will be transferred to the Customer after account is paid per cancellation terms and deliverables of these items will vary depending on cancellation terms.

10) Ownership of Engines, Objects, licenses responsibility and Application Source code

The Vendor holds ownership of all engines, objects, licenses and module codes that are created or purchased by the Vendor during the development process. Once the final payment has been made (or a mutual cancellation has been agreed upon), the Customer will be granted full ownership of these items including the project source code. Yearly license maintenance fees, if any, are the sole responsibility of the current owner.

11) Alterations

Any electronic alteration of original art (color shift, mirroring, flopping, combination cut and paste, deletion) creating

additional art or modification of source code during the development process is prohibited without the express permission of the Vendor. After the final payment has been made, the Customer will be provided with the proper usernames, passwords and tools to access (where applicable): databases, code files and image source files to make the desired updates and have full control of source code information.

12) Unauthorized Use and Program Licenses
The Customer will be responsible for payment of any special licensing or royalty fees for software or tools provided by the Customer to aid in the design process. The Customer will indemnify the Vendor against all claims and expenses arising from the use of software or artwork for which the Customer does not have rights to or authority to use.

13) Dispute Resolution
Parties agree to attempt to resolve any dispute by negotiation between the parties. If parties are unable to resolve the dispute by negotiation, either party may start mediation and/or binding arbitration in a forum mutually agreed to by the parties (American Arbitration Association should be first choice). In the event that legal action must be taken, Customer and Vendor agree to pay their own individual attorney fees, court costs and all other expenses that may be involved.

14) Web Site Accessibility
The Web Site shall include all functionality necessary to materially comply with (i) the latest version of the Web Content Accessibility Guidelines (WCAG); and (ii) all relevant Access Laws, as defined below. For purposes of this warranty, "Access Laws" means the Americans with Disabilities Act and any applicable laws of any state, county or municipality relating to accessibility for persons with disabilities to places of public accommodation, any regulations or guidelines promulgated pursuant to those statutes, or any other applicable disability laws, regulations, or legal requirements, including, without limitation, California Civil Code §§ 51, et seq. and 54, et seq.

This Agreement constitutes the entire understanding of the parties. Its terms can be modified only in writing signed by both parties.

Monterey County
Board of Supervisors

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

Board Order

Agreement No.: A-14274, Amendment No.: 1
Upon motion of Supervisor Adams, seconded by Supervisor Lopez and carried by those members present, the Board of Supervisors hereby:

a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement with Visual Net Design for website update and web hosting services, adding $150,000 for a revised total agreement amount not to exceed $183,988, with no changes to the existing agreement term May 1, 2018 through April 30, 2021.
b. Authorized 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%) ($3,398) of the original cost of the agreement per each amendment.

PASSED AND ADOPTED on this 2nd day April of 2019, by the following vote, to wit:

AYES: Supervisors Phillips, Lopez, Parker and Adams
NOES: None
ABSENT: Supervisor Alejo

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 2, 2019.

Dated: April 3, 2019
File ID: A 19-045

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

Julian Lorenzana

Julian Lorenzana, Deputy

AMENDMENT NO. 1
TO HOSTING SERVICE LEVEL AGREEMENT
BETWEEN VISUAL NET DESIGN AND
NATIVIDAD MEDICAL CENTER
FOR
HOSTING SERVICES

This Amendment No.1 to the Service Level Agreement ("SLA") which was effective on May 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "Customer"), and Visual Net Design (hereinafter "VNDhost"); (collectively, Customer and VNDhost are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the SLA was executed for Hosting Services with a term May 1, 2018 through April 30, 2021 and a total SLA amount not to exceed $33,988; and

WHEREAS, Customer and VNDhost currently wish to amend the SLA via Amendment No 1 to add Website Support Services attached hereto as "Exhibit B – Scope of Services/Payment Provisions for VND Website Support Services" for an increase of $150,000 for a revised total SLA amount of $183,988 with no changes to the SLA term May 1, 2018 through April 30, 2021.

AGREEMENT

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

The SLA is hereby renewed on the terms and conditions as set forth in the Original SLA and in Amendment No. 1incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled, "PAYMENTS BY Customer" shall be amended to the following:
   "Customer shall pay VNDhost in accordance with the payment provisions set forth in Exhibit A and Exhibit B, subject to the limitations set forth in this SLA. The total amount payable by Customer to VNDhost under this SLA shall not exceed the sum of $183,988."

2. Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
   "The following attached exhibits are incorporated herein by reference and constitute a part of this SLA:
   Exhibit A: Scope of Services/Payment Provisions for Hosting Services
   Exhibit B: Scope of Services/Payment provisions for Website Support Services

3. Except as provided herein, all remaining terms, conditions and provisions of the Original SLA are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the SLA and in Amendment No. 1.

4. A copy of this Amendment No. 1 shall be attached to the Original SLA.

5. This Amendment No. 1 shall be effective when signed by both Parties.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 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: 4/4/15

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 2/12/19

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 2.15.19

CONTRACTOR

Visual Net Design
CONTRACTOR's Business Name
See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

Manuel Oblitas Co-Founder
Name and Title

Date: 1/24/19

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

Javier Oblitas Co-Founder
Name and Title

Date: 1/24/19

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 B – Scope of Services/Payment Provisions for VND Website Support Services

==========

VNDHost agrees to provide to Customer support services for the Natividad website which is currently hosted by VNDHost. Website support for the domains Natividad.com and the Natividad Intranet shall include but is not limited to the following:

1. Telephone and E-mail Support:

- VND provides telephone and e-mail support for Customer with a Monthly Support Subscription; available hours and response times are provided in the Monthly Support Response Time table below.
- Customer with a Monthly Support Subscription or as needed retainer agreement shall report high priority issues to VNDs technical support via phone or email during office hours provided in the support response time table below.
- Response time for any support tickets is calculated from the time of initial contact from Customer to VND.

2. Monthly Support Response Time:

- VND will ensure appropriate and timely escalation of high priority issues through its technical and management organization. VND is committed to working on high priority issues until resolution is complete.
- VND shall exercise all commercially reasonable efforts to meet the following response times:
  - For website content development: No more than 1 hour initial response time during office hours M-F 8am-5pm after time of initial request by Customer. Final content deliverable shall be established at a mutually agreed upon day and time depending on the complexity of the requested content creation.
  - For website postings of documents sent to VNDHost by Customer and posting of links to such documents on the website, and for updates and changes to existing web pages at www.Natividad.com: all such postings and changes shall occur within 4 hours of when the request was initially submitted by Customer between M-F 8am-5pm. Posting and change requests made after 2 pm shall be completed by the following morning M-F no later than 9am.
  - All Customer requests shall be emailed to support@vndx.com

3. Pricing:

The price option for this SLA may be modified via an amendment to the agreement with regards to the following pricing structure with committed hours:

- **( ) $95 per billable hour of services reserved for a minimum of 48 hours per month.* - $4,560.00 per month minimum**
- **( ) $100 per billable hour of services reserved for a minimum of 32 hours per month.* - $3,200.00 per month minimum**
- **(X) $110 per billable hour of services reserved for a minimum of 16 hours per month - $1,760.00 per month minimum**

- **Anything over the 16 hours per month shall be charged at $120 per hour**

VNDHost shall submit to the Customer an invoice on a form acceptable to Customer showing a brief description of the service provided, the dates services were rendered, and the cost. Advanced payment shall not be made. If not otherwise specified, the VNDHost may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. Customer shall certify the invoice, either in the requested amount or in such other amount as Customer approves in conformity with this SLA, 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.

Hosting Service Level Agreement (SLA)

This Service Level Agreement (this "**SLA**") supplements the Terms of Service, and together such documents, and others referenced in the Terms of Service, form a binding agreement (the "**Agreement**") between Visual Net Design (hereinafter referred to as "VNDHost") and the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (hereinafter referred to as "Customer"). Terms defined in the Terms of Service will have the same meaning when used in this SLA.

This SLA covers the following elements of the Service:

Server Uptime
Persistent Storage
Network Performance: Internal and External
Load Balancing
Cloud Storage
Server Reboot
Support Response Time
Domain Name Services
Physical Security
24 x 365 Engineering Support

This SLA does not apply to any feature of the Service not specifically identified in the SLA, or to any feature VNDhost identifies as "beta." If VNDhost chooses to provide SLA credits for beta features, such choice will not impose any obligation on VNDhost, and VNDhost may reverse such choice at any time.

PAYMENTS BY Customer; Customer shall pay VNDhost in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this SLA. The total amount payable by Customer to VNDhost under this SLA shall not exceed the sum of $33,988.

TERM OF AGREEMENT; the term of this Agreement is from May 1, 2018 through April 30, 2021 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both VNDhost and Customer and with Customer signing last and VNDhost may not commence work before Customer signs this Agreement.

SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS; the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions

I. REMEDIES FOR SERVICE FAILURE

This SLA lists certain VNDhost standards for provision of the Service, and it offers Customer a 10x Service Credit (as defined below) for any failure to meet those standards. This SLA also lists several additional Service standards—standards of quality VNDhost

strives to meet, even though they're not guaranteed or subject to credits, and even though Customer might not notice any failure to meet some of them. These additional standards are listed alongside the credit standards below, for informational purposes only, to provide a sense of VNDhost's commitment to excellence. (Each listing of a standard below states whether it's a credit standard or an additional one.)

A. 10X Guaranteed

1. If the Service does not achieve the performance levels described in Parts II, IV, V, VI, XIII and X below ("**Failure**"), VNDhost shall provide Customer with a 10x Service Credit (as defined in Section A (2) below), pursuant to the provisions, requirements, and limitations of this SLA, including Parts XI through XIII.

2. A "10x Service Credit" is a credit equivalent to ten (10) times Customer's fees for the impacted Service feature for the duration of the Failure. (For example, where applicable: a Failure lasting seven (7) hours would result in credit of seventy (70) hours of free service for the feature in question; a Failure lasting fifteen (15) minutes would result in a 150-minute, or 2.5-hour, credit.) No credit will exceed one hundred percent (100%) of Customer's fees for the Service feature in question in the Customer's then current billing month. (For example, a 1 hour outage for a $500/month server agreement would pay a credit for 10 hours of service. $500/month / (744hrs/month) = $0.672/hour. 10 hour credit = $6.72)

B. Limitations & Warranty Disclaimer

The remedies set forth in this SLA are Customer's sole and exclusive remedies for any Failure or other failure of the Service, including without limitation for any breach of warranty, except as specifically set forth in the Agreement.

PERFORMANCE PURSUANT TO PART VII BELOW IS NOT GUARANTEED.

II. SERVER UPTIME

Individual servers shall deliver 99.999% uptime as monitored within the VNDhost network by VNDhost monitoring systems (Server Uptime Guarantee). Only failures due to known VNDhost problems in the hardware and/ delivering individual servers constitute Failures and so only those Failures are covered by this Server Uptime Guarantee and this SLA. Examples of Failures include power interruptions, hardware problems such as failures to a hard drive or power supply or network card. Problems related in any way to the Customer server operating system or any other software on the customer server, or to the actions of Customers or third parties, do not constitute Failures and are not subject to any remedy defined herein.

Credits for this Part II shall be issued against the monthly service charge. Credit is calculated using the Customer's then-current rate for monthly hosting at the time of Failure. (Example: If a Customer is currently paying $500.00 / month and experiences a

server failure for 1 hour, one credit of $6.72 (10 x 0.672) shall be applied to the Customer's account.) A credit shall be issued for the period (i) starting when a Case (as defined below in Part V) is filed by Customer or by VNDhost support representatives and (ii) ending when the server returns to an online state.

III. PERSISTENT STORAGE

VNDhost shall make reasonable efforts to insure that server storage is "persistent." In the event of hardware or software Failures as defined in Part II above, VNDhost shall return the Customer to pre-Failure state including restoring:

- Networking configuration such as public and private IP addresses and VLAN;
- Operating system and existing configuration;
- Application software as configured by Customer; and
- Data.

Furthermore, these efforts shall include supporting the Customer via telephone, chat or Email at the Customer's choosing.

(Example: in the event of a failure to a mother-board supporting a Customer server, the mother-board shall be replaced and the Server shall be returned to service, rebooted, with the same IP address, VLAN, networking configuration, operating system configuration, application software and data on the hard- drive.)

VNDhost shall provide resources required to recover Customer environments and data and must take responsibility of full restore from backup media.

IV. NETWORK PERFORMANCE

VNDhost shall deliver 99.999% uptime for network performance as permitted by the nature of the internet. VNDhost has redundant network links to prevent outages but cannot prevent against natural disasters, high-level network attacks, or undersea cable cuts causing widespread network infrastructure outages.

A. Limitations

This SLA does not cover (without limitation): (a) network performance to Customer's physical location or internet access point (such as a local DSL/cable modem); or (b) failures due to denial of service attacks.

B. Credits

Credits for this Part IV shall be issued against prepaid Hosting fees. The credit is based only on the affected server, not a customer's total monthly fees.

The rate at which the credit is applied shall be equal to the prepaid Hosting fees

divided by 744 hours per month.

V. SUPPORT RESPONSE TIME

- Business Hour Response Time: 30minutes
- After Hours Response time - Emergency/Outage: 2 hours
- After Hours Response time - Change Request: 24 hours

A tracking number shall automatically be provided to Customer promptly after opening of the Case, and a human support engineer shall review the support request within the timeframe listed above. VNDhost may reclassify any Case misclassified as falling into one of the EMERGENCY categories listed above, and such Case will not qualify for EMERGENCY treatment. Resolution and repair times vary, and this SLA does not address them.

VI. DOMAIN NAME SERVICES

Primary DNS availability: 99.999%

"**DNS**" means domain name server. A period of DNS failure is any time during which 99.999% of VNDhost's Domain Name Servers simultaneously fail to respond to requests for name resolution. This SLA does not guarantee propagation of DNS data across the Internet or the hosting of secondary DNS service for Customer's primary domain in another location.

VII. PHYSICAL SECURITY

VNDhost shall ensure the presence of a professional security plan in the computer server hosting facilities at all times to enforce VNDhost's security policies. This plan includes access control doors (magswipe with proximity cards), alarm systems, and surveillance cameras with remote viewing and recording capabilities.

Pursuant to this policy, VNDhost does not allow customer access to the data center except under certain extreme circumstances and when escorted by a VNDhost Employee. Not all VNDhost employees have datacenter access. When entering the data center escorted by a VNDhost employee you will be required to be logged in our visitors log and your legal photo ID will be photocopied for our records.

VIII. 24 x 365 ENGINEERING SUPPORT

24 x 365 Engineering Support

VNDhost provides 24/7 support by phone for emergency situations (As defined in section VI). Not all issues will be addressed after business hours (8:00am-5pm CST). Support tickets submitted by email will not be addressed after-hours unless they are opened by a phone call.

IX. CREDIT REQUIREMENTS

The following are required for credits:

A. Customer must open a support case (a "**Case**") during the Failure in question. Customer will open all Cases through the Customer Portal or by emailing a ticket to vndhost@vndx.com. In opening a Case, Customer will provide complete information regarding the nature of the problem, including any information reasonably necessary for diagnosis and correction, by following the Case opening procedures at the Customer Portal. However, at VNDhost's sole discretion, a VNDhost representative may open a Case for Customer, without use of the Customer Portal, and Customer will provide all information required in the preceding sentence to the support representative

B. Customer must provide VNDhost with accurate and complete designated points of contact, using the Customer Portal.

C. Customer must request any credits by accurately completing the automated SLA Credit Request process online at the Customer Portal within thirty (30) days of the start of the Failure.

X. CREDIT LIMITATIONS

A. The minimum period of Failure eligible for a credit is 15 minutes, and shorter periods will not be aggregated. The maximum credit for any single Failure is one month's Service fees. In the event that multiple periods of Failure overlap in time, credits will not be aggregated, and Customer shall receive credit only for the longest such period of Failure. VNDhost is not required to issue multiple credits for a single incident; in the event that a single incident calls for credits pursuant to multiple Parts of this SLA, VNDhost may decide, in its sole discretion, which credits to award. The period of Failure for Server Uptime, Network Performance and Domain Name Services begins when Customer opens a Case and ends when the Failure is remedied.

B. In the event that credits for any calendar month exceed 25% of VNDhost's revenues for such period, VNDhost may reduce and pro-rate the value of credits given to all Customers for such period so that the aggregate credit given to all Customers does not exceed 25% of revenues. As used in the previous sentence, "VNDhost's revenues" and "all Customers" refer to revenues and customers from Internet hosting services sold under the "VNDhost" brand, and not to revenues or customers from any other business unit operating under another name or providing services other than or in addition to Internet hosting. VNDhost may employ such accounting procedures as it chooses in calculating revenues, in its sole discretion, and nothing herein will be construed to require that VNDhost disclose non-public information about its finances to Customer or to any party.

C. Credits available pursuant to this SLA apply only to future service delivery. VNDhost is not required to provide refunds pursuant to this SLA. If Customer retains a credit balance on termination of the account in question, such credit is forfeited. Notwithstanding the foregoing, credits shall not be applied against fees for professional services, bundled support, or setup fees

D. Notwithstanding any provision to the contrary in this SLA, the following do not constitute Failures: (1) downtime during scheduled maintenance or Emergency Maintenance (as defined below) periods; (2) outages caused by hackers, sabotage, viruses, worms, or other third party wrongful actions; (3) DNS issues outside of VNDhost's control; (4) outages resulting from Internet anomalies outside of VNDhost's control; (5) outages resulting from fires, explosions, or force majeure; (6) outages to the Customer Portal, and (7) failures during a "beta" period. "**Emergency Maintenance**" refers to any corrective action intended to remedy conditions likely to cause severe Service degradation, as designated by VNDhost in its sole discretion. Emergency Maintenance may include but is not limited to actions intended to address hardware or software failures or viruses/worms. VNDhost will exercise reasonable efforts to inform Customer in advance before interrupting the Service for Emergency or Scheduled Maintenance, but such notice is not guaranteed and failure thereof does not constitute Failure. Scheduled Maintenances shall only be performed during off peak hours.

XI. TERMS OF SERVICE / THE AGREEMENT

Terms defined in the Agreement shall have the same meaning when used in this SLA. In the event of any conflict between this SLA and the Agreement, the Agreement shall govern.

XII. PAYMENT CONDITIONS

A. Prices shall remain firm for the initial term of the SLA and, thereafter, may be adjusted annually as provided herein. Customer does not guarantee any minimum or maximum amount of dollars to be spent under this SLA.

B. Negotiations for rate changes shall be commenced, by VNDhost, a minimum of ninety days (90) prior to the expiration of the SLA. Rate changes are not binding unless mutually agreed upon in writing by Customer and VNDhost.

C. VNDhost shall submit to the Contract Administrator an invoice on a form acceptable to Customer. If not otherwise specified, VNDhost may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by VNDhost for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as Customer approves in conformity with this SLA, 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.

D. VNDhost shall not receive reimbursement for travel expenses unless set forth in this SLA.

XIII. TERMINATION

A. Termination based on Written Notice: During the term of this SLA, Customer may terminate the Agreement for any reason by giving written notice of termination to the VNDhost 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 SLA shall be reduced in proportion to the services provided prior to the date of termination.

B. Termination for Good Cause: Customer may cancel and terminate this Agreement for good cause effective immediately upon written notice to VNDhost. "Good cause" includes the failure of VNDhost to perform the required services at the time and in the manner provided under this SLA. If Customer terminates this SLA for good cause, Customer may be relieved of the payment of any consideration to VNDhost, and Customer may proceed with the work in any manner, which Customer deems proper. The cost to Customer shall be deducted from any sum due to VNDhost under this SLA.

C. Termination for Lack of Government Funding: Customer's payments to VNDhost under this SLA 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 Customer's purchase of the indicated quantity of services, then Customer may give written notice of this fact to VNDhost, and the obligations of the parties under this SLA shall terminate immediately, or on such date thereafter, as Customer may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this SLA.

XIV. INDEMNIFICATION

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

XV. INSURANCE

A. Evidence of Coverage:

Prior to commencement of this Agreement, the VNDhost 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 VNDhost upon request shall provide a certified copy of the policy or policies.

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

B. 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 Customer's Contracts/Purchasing Director.

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

D. 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 VNDhosts, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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

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

E. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

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

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

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

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

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

G. 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, VNDhost shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

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

H. Other Insurance Requirements

1. All insurance required by this Agreement shall be with a company acceptable to Customer 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 VNDhost completes its performance of services under this Agreement.

2. Each liability policy shall provide that Customer 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 VNDhost 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.

3. **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds** with respect to liability arising out of the Contractor's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance**.

4. Prior to the execution of this Agreement by Customer, VNDhost shall file certificates of insurance with Customer's Contracts/Purchasing Department, showing that VNDhost has in effect the insurance required by this Agreement. VNDhost 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.

5. VNDhost 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 Customer, annual certificates to Customer's Contracts/Purchasing Department. If the certificate is not received by the expiration date, Customer shall notify VNDhost and VNDhost shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by VNDhost to maintain such insurance is a default of this Agreement, which entitles Customer, at its sole discretion, to terminate the Agreement immediately.

XVI. Governing Law. This SLA shall be governed by and interpreted under the laws of the State of California.

~~Signature Page to follow~~

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: 5/1/18

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: April 26, 2018

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 4/29/18

VISUAL NET DESIGN

By: Manuel Oblitas
Print Name

Signature: _____

DATE: 05/02/18

VISUAL NET DESIGN

Natividad Medical Center

Natividad Medical Center - Hosting

Exhibit A Scope of Services/Payment Provisions

Web Design | Custom Programming | Networking
Corporate Branding | IT Services | Search Engine Optimization
Dedicated and Shared Hosting

	hand. VND manages your backup to insure continuity of your files in case of disaster or emergency, making your backups one less thing to worry about. Features: • Restore your business files quickly, from the local copy or the cloud as needed • Works over wireless, wired and cellular networks • Fully automated and monitored backup solution • Fully encrypted - Data is secured before transmission to protect your business important files from any prying eyes • Cross platform - Runs on Windows, Mac, Linux, and Solaris • Unlimited Cloud storage • 1tb Local cache of data for fast restore • RPO: Defaults: every 12 hours backup, RTO: 24 hours. Modified depending on RTO.	
Dedicated Server Failover	Failover Server Web/Db Failover Dedicated Server Pro » Operating System: CentOS 7 » Additional IPs: 0 $0.00 USD » CPUs: Dual Quad-Core Xeon 2.5G+ » RAM: 16 GB $20.00 USD » Raid: Raid 1 [2 Drives] » Hard Drive 0: 250GB SSD » Hard Drive 1: 250GB SSD » Hard Drive 2: -Not Specified- » Hard Drive 3: -Not Specified- » Control Panel: Virtualmin Linux » Management: -Default- • Access using SSH or Virtualmin • Server management and support from VND*	Setup Fee: $315.00 one time (1 units X $315.00) = $315.00/MO
Failover Config Labor	Labor to Setup DB/Files sync & Dual-Master using our custom failover technology.	Setup Fee: $400.00 one time
Premium Wordpress Maintenance	Domain: Natividad Intranet Services: 1. Daily Back Ups 2. Website firewall (Sucuri). This prevents attacks due to security holes or hack attempts. We provide security and malware scans on live traffic. Sucuri monitors your WordPress site for malware, file changes, SQL injections, and more. It also protects your website against DDoS and brute force attacks. In addition, it speeds up your	(1 units X $120.00) = $120.00/MO

	website with a CDN (content delivery network) as your static web files are cached on multiple servers all over the world. 3. Uptime Monitoring 24/7 4. WordPress/plugin updates. VND will also perform on demand security hole patching if WordPress releases an emergency hot fix outside in between our regular monthly scheduled updates. VND constantly monitors WPs news for latest threats and will execute updates outside of the monthly scheduled check if required. 5. Support (email & phone) 6. Monthly report (Backup status, downtime, updates, security issues, etc...) 7. Monthly Google Analytics report (Total visits/month) 8. Performance Monitoring (bandwidth, CPU and server resources) 9. Site consistency automated report: Broken links and spelling report. Security Note: Site protected by access security and authentication based on Natividad's Active Directory user credentials.	
Premium Wordpress Maintenance	Domain: Natividad.com Services: 1. Daily Back Ups 2. Website firewall (Sucuri). This prevents attacks due to security holes or hack attempts. We provide security and malware scans on live traffic. Sucuri monitors your WordPress site for malware, file changes, SQL injections, and more. It also protects your website against DDoS and brute force attacks. In addition, it speeds up your website with a CDN (content delivery network) as your static web files are cached on multiple servers all over the world. 3. Uptime Monitoring 24/7 4. WordPress/plugin updates. VND will also perform on demand security hole patching if WordPress releases an emergency hot fix outside in between our regular monthly scheduled updates. VND constantly monitors WPs news for latest threats and will execute updates outside of the monthly scheduled check if required. 5. Support (email & phone) 6. Monthly report (Backup status, downtime, updates, security issues, etc...) 7. Monthly Google Analytics report (Total visits/month) 8. Performance Monitoring (bandwidth, CPU and server resources) 9. Site consistency automated report: Broken links and spelling report.	(1 units X $120.00) = $120.00/MO
	Total One-time Setup Fees	$1,030.00
	Total Monthly Fees	$910.00

Section III – Summary

a) Annual Recurring components:
1) **SSL Certificate Siugle Domain Managed $99.00 - (1 units x $99.00) = $99.00**
2) **SSL Certificate Siugle Domain Managed $99.00 - (1 units x $99.00) = $99.00**

b) Monthly Recurring components**:
1) **Yes (x) No ( ) – Managed Dedicated Server – Setup Fee: $315.00 one time & (1 units X $315.00) = $315.00/MO**
2) **Yes (x) No ( ) – Managed Cloud backup – (1 units X $40.00) = $40.00/MO**
3) **Yes (x) No ( ) – Dedicated Server Failover – Setup Fee: $315.00 one time & (1 units X $315.00) = $315.00/MO**
4) **Yes (x) No ( ) – Failover Config Labor – Setup Fee: $400.00** one time & **$0.00/MO**
5) **Yes (x) No ( ) - Premium Wordpress Maintenance - (1 units X $120.00) = $120.00/MO**
6) **Yes (x) No ( ) - Premium Wordpress Maintenance - (1 units X $120.00) = $120.00/MO**

c) Totals:
Annual Recurring Total:
$198.00
Setup Fees One time:
$1,030.00
Monthly Recurring Total:
$910.00

Domain Name:
1. **Natividad Site: http://www.natividad.com/**
2. **Natividad Intranet**

SECTION IV - DEFINITIONS

* Server management and support from VND. This ensures the following are performed:
-Firewalls in place to allow only preapproved remote access managed by VND.
-Ensures changes in security policies are tracked.
-Monitoring of bandwidth spikes to track down abusers and DDOS attacks which are blocked on our Edge routers.
-Monitoring of Uptime via our monitoring systems.
** Some Monthly Recurring components have additional One Time Setup fees as specified in this document.
***Free Installation only applicable for VND provided SSLs. Third party SSLs from other registry authorities may be subject to other labor charge not defined in this document.

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-14274; Amendment No.: 2
a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-14274) with Visual Net Design for website update and hosting services, extending the agreement an additional two (2) year period (May 1, 2021 through April 30, 2023) for a revised full agreement term of May 1, 2018 through April 30, 2023, and adding $139,976 for a revised total agreement amount not to exceed $323,964.
b. Authorize the Chief Executive Officer 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%) ($3,398) of the original cost of the agreement.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: A 21-020
Agenda Item No.: 31

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

Julian Lorenzana, Deputy

Monterey County

Board Report

Legistar File Number: A 21-024

Item No.32

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

January 26, 2021

Introduced: 1/13/2021

Current Status: Passed - Natividad Medical Center

Version: 1

Matter Type: BoS Agreement

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No.3 to the agreement (A-13426) with UpToDate Inc. for Anywhere electronic clinical resource subscription services, extending the agreement an additional one (1) year period (March 1, 2021 through February 28, 2022) for a revised full agreement term of December 1, 2016 through February 28, 2022, and adding $90,488 for a revised total agreement amount not to exceed $426,326.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No.3 to the agreement (A-13426) with UpToDate Inc. for Anywhere electronic clinical resource subscription services, extending the agreement an additional one (1) year period (March 1, 2021 through February 28, 2022) for a revised full agreement term of December 1, 2016 through February 28, 2022, and adding $90,488 for a revised total agreement amount not to exceed $426,326.

SUMMARY/DISCUSSION: UPDATE SUMMARY

Wolters Kluwer Health, Up-To-Date Inc. (UpToDate) is the leading web based clinical research tool that clinicians utilize for their day to day review of clinical topics. NMC is a teaching facility, and as such, web based research is particularly important for medical students and resident education. The user can access the UpToDate system via an internet links embedded within NMC's Electronic Medical Record (EMR) system, Medical Information Technology, Inc. (MEDITECH). UpToDate is a standalone resource application and there is no data exchanged to or from NMC systems with this application.

Currently NMC physicians, residents and medical students have access to Up-To-Date's web based research and educational materials online. In addition to research, physicians can receive required individual Continuing Medical Education (CME) credit each time Up-To-Date is logged into and utilized. Annual CME is required by NMC, state and national medical specialty boards thereby aiding NMC and its physicians in keeping current in meeting their continuing medical education requirements.

With Up-to-Date access, clinicians are able to "click" on the Up-To-Date icon and are able to research the most recent evidenced based recommendations. As an example, when a physician is on call and must remotely enter antibiotic orders for pneumonia but has a question on the preferred medication, he or she will be able to "click" on the Up-to-Date icon and view the latest recommendation.

This amendment will extend the term an additional year. There is no change to the scope or services provided.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel reviewed and approved this amendment No. 3 as to form, and the Auditor-Controller reviewed and approved as to payment provisions. The amendment No. 3 was reviewed and approved by NMC's Finance Committee and Board of Trustees on January 08, 2021.

FINANCING:

The cost for this amendment No. 3 is $90,488 which is included in the Fiscal Year 2021-22 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This agreement facilitates access to critical point of care clinical diagnosis and medication resources which aid in decision making, thereby improving care provided to Monterey County residents. The system also allows clinicians to remain current with continuing education requirements.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Charles Harris, MD, Chief Medical Information Officer, 783-2785
Approved by: Gary R. Gray, DO, Chief Executive Officer, 783-2553

Attachments:
UpToDate Amendment 3
UpToDate Renewal and Amendment 2
UpToDate Amendment 1
UpToDate Agreement

Attachments on file with the Clerk of the Board

Monterey County

Board Report

Legistar File Number: A 21-024

Item No.

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

January 26, 2021

Introduced: 1/13/2021 **Current Status:** Agenda Ready
Version: 1 **Matter Type:** BoS Agreement

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No.3 to the agreement (A-13426) with UpToDate Inc. for Anywhere electronic clinical resource subscription services, extending the agreement an additional one (1) year period (March 1, 2021 through February 28, 2022) for a revised full agreement term of December 1, 2016 through February 28, 2022, and adding $90,488 for a revised total agreement amount not to exceed $426,326.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No.3 to the agreement (A-13426) with UpToDate Inc. for Anywhere electronic clinical resource subscription services, extending the agreement an additional one (1) year period (March 1, 2021 through February 28, 2022) for a revised full agreement term of December 1, 2016 through February 28, 2022, and adding $90,488 for a revised total agreement amount not to exceed $426,326.

SUMMARY/DISCUSSION: UPDATE SUMMARY

Wolters Kluwer Health, Up-To-Date Inc. (UpToDate) is the leading web based clinical research tool that clinicians utilize for their day to day review of clinical topics. NMC is a teaching facility, and as such, web based research is particularly important for medical students and resident education. The user can access the UpToDate system via an internet links embedded within NMC's Electronic Medical Record (EMR) system, Medical Information Technology, Inc. (MEDITECH). UpToDate is a standalone resource application and there is no data exchanged to or from NMC systems with this application.

Currently NMC physicians, residents and medical students have access to Up-To-Date's web based research and educational materials online. In addition to research, physicians can receive required individual Continuing Medical Education (CME) credit each time Up-To-Date is logged into and utilized. Annual CME is required by NMC, state and national medical specialty boards thereby aiding NMC and its physicians in keeping current in meeting their continuing medical education requirements. With Up-to-Date access, clinicians are able to "click" on the Up-To-Date icon and are able to

research the most recent evidenced based recommendations. As an example, when a physician is on call and must remotely enter antibiotic orders for pneumonia but has a question on the preferred medication, he or she will be able to "click" on the Up-to-Date icon and view the latest recommendation.

This amendment will extend the term an additional year. There is no change to the scope or services provided.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel reviewed and approved this amendment No. 3 as to form, and the Auditor-Controller reviewed and approved as to payment provisions. The amendment No. 3 was reviewed and approved by NMC's Finance Committee and Board of Trustees on January 08, 2021.

FINANCING:

The cost for this amendment No. 3 is $90,488 which is included in the Fiscal Year 2021-22 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This agreement facilitates access to critical point of care clinical diagnosis and medication resources which aid in decision making, thereby improving care provided to Monterey County residents. The system also allows clinicians to remain current with continuing education requirements.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Charles Harris, MD, Chief Medical Information Officer, 783-2785
Approved by: Gary R. Gray, DO, Chief Executive Officer, 783-2553

Attachments:
UpToDate Amendment 3
UpToDate Renewal and Amendment 2
UpToDate Amendment 1
UpToDate Agreement

Attachments on file with the Clerk of the Board

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

1/15/21
Date

Wolters Kluwer

UpToDate
230 Third Avenue
Waltham, MA 02451

781 392 2000 tel
www.wolterskluwerhealth.com

Contract No.: 00018876

AMENDMENT No. 3 TO AGREEMENT

This Amendment to Agreement (this "Amendment") is made as of the date last set forth on the signature page hereto ("Amendment Effective Date") by and between UpToDate, Inc., with its principle business location at 230 3rd Avenue, Waltham, MA 02451 ("UpToDate"), and County of Monterey, on behalf of Natividad Medical Center, with its principle business location at 1441 Constitution Blvd, Salinas, California 93906, United States, (the "Customer", and together with UpToDate, the "Parties").

RECITALS

A. UpToDate and Customer are parties to that certain Agreement dated December 14, 2016, Contract No. 001-00-42879464, as modified by Contract Nos. 00007524 and 00008342 ("Agreement"), pursuant to which Customer has subscribed for the *UpToDate Anywhere* license.
B. UpToDate and Customer wish to amend the Agreement to extend the term of the Agreement in exchange for Customer's payment of the Subscription Fees (as defined below) as set forth in this Amendment.
C. Capitalized terms used but not defined in this Amendment shall have the meaning given to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Subscription Fees**. Customer shall pay to UpToDate the additional Subscription Fee of $90,488.00 USD (plus tax where applicable) for the extension of the term of the Agreement (the "Term") by one year, in accordance with the terms applicable to fees set forth in the Agreement. The price quote reflects a 20% educational discount for those facilities denoted below by an asterisk as they are accredited teaching facilities. The payment of the additional subscription Fee shall be paid within thirty (30) days from the County Auditor-Controller receives the certified invoice.
2. **Term**. The Term is hereby extended for one year, beginning March 1, 2021 and ending February 28, 2022.
3. **Confirmation of Your Information**. Your operating statistics are:

Institution	Inpatient Admissions	Clinicians	Residents
Natividad Medical Center*	11,421	236	30
Total	11,421	236	30

Customer represents and warrants that these statistics (the "Operating Statistics") are accurate and complete figures as of the execution date of this amendment.

The *Designated Sites* are deleted in their entirety and replaced as follows:

Natividad Medical Center
1441 Constitution Blvd
Salinas, California 93906
United States

The *IP Addresses* are deleted in their entirety and replaced as follows:

12.177.137.4 - 12.177.137.4

4. Except as explicitly amended or modified hereby, the terms of the Agreement shall remain in full force and effect.

5. This Amendment may be executed and delivered by fax or PDF file and in counterparts, each of which shall be deemed to be an original but both of which together shall constitute one and the same instrument.

In Witness Whereof, the Parties hereto have executed this Amendment as of the Amendment Effective Date.

UpToDate, Inc.	Natividad Medical Center
By:	By:
Printed Name: John Phelan	Printed Name:
Title: Contract Manager	Title:
Date: 12-21-20	Date:

Reviewed for Fiscal Provisions

Gary K Gibonsy

1-13-2021

Reviewed and approved as to form.

Stacy L Saetta

Deputy County Counsel 1 13 2021

Wolters Kluwer

UpToDate
230 Third Avenue
Waltham, MA 02451

781 392 2000 tel
www.wolterskluwerhealth.com

Contract No.: 00008342

RENEWAL AND AMENDMENT No. 2 TO AGREEMENT

This Amendment to Agreement (this "Amendment") is made as of the date last set forth on the signature page hereto ("Amendment Effective Date") by and between UpToDate, Inc., with its principle business location at 230 3rd Avenue, Waltham, MA 02451 ("UpToDate"), and County of Monterey, on behalf of Natividad Medical Center, with its principle business location at 1441 Constitution Blvd, Salinas, California 93906, United States, (the "Customer", and together with UpToDate, the "Parties").

RECITALS

A. UpToDate and Customer are parties to that certain Agreement dated December 14, 2016, Contract No. 001-00-42879464, as modified by Contract No. 00007524 ("Agreement"), pursuant to which Customer has subscribed for the *UpToDate Anywhere* license.
B. UpToDate and Customer wish to amend the Agreement to extend the term of the Agreement in exchange for Customers payment of the Subscription Fees (as defined below) as set forth in this Amendment.
C. Capitalized terms used but not defined in this Amendment shall have the meaning given to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Subscription Fees. Customer shall pay to UpToDate the additional Subscription Fee of $85,690.00 USD (plus tax where applicable) for the extension of the term of the Agreement (the "Term") by one year, in accordance with the terms applicable to fees set forth in the Agreement. The price quote reflects a 20% educational discount for those facilities denoted below by an asterisk as they are accredited teaching facilities. The payment of the additional subscription Fee shall be paid within thirty (30) days from the County Auditor-Controller receives the certified invoice.

2. Term. The Term is hereby extended for one year, retroactive March 1, 2020 and ending February 28, 2021.

3. Confirmation of Your Information. The statistics on which UpToDate based the additional Subscription Fee for the extension of the Term are as follows:

Institution	Inpatient Admissions	Clinicians	Residents
Natividad Medical Center*	10,925	225	30
Total	10,925	225	30

Customer represents and warrants that these statistics (the "Operating Statistics") are accurate and complete figures as of the execution date of this amendment.

The *Designated Sites* are deleted in their entirety and replaced as follows:

Natividad Medical Center
1441 Constitution Blvd
Salinas, California 93906
United States

The *IP Addresses* are deleted in their entirety and replaced as follows:

12.177.137.4 - 12.177.137.4

4. Except as explicitly amended or modified hereby, the terms of the Agreement shall remain in full force and effect.

5. This Amendment may be executed and delivered by fax or PDF file and in counterparts, each of which shall be deemed to be an original but both of which together shall constitute one and the same instrument.

In Witness Whereof, the Parties hereto have executed this Amendment as of the Amendment Effective Date.

UpToDate, Inc.

By: _____

Printed Name: Brett Rogers

Title: Manager of Enterprise Contracts

Date: 1/27/20

Natividad Medical Center

By: _____

Printed Name: Gary R Gray

Title: CFO

Date: 3/27/2020

Reviewed as to fiscal provisions

_____ 1/30/20
Auditor-Controller
County of Monterey

APPROVED AS TO FORM

BY: _____
MONTEREY COUNTY COUNSEL

Wolters Kluwer

UpToDate
230 Third Avenue
Waltham, MA 02451

781 392 2000 tel
www.wolterskluwerhealth.com

Contract No.: 00007524

RENEWAL AND AMENDMENT No. 1 TO AGREEMENT

This Amendment to Agreement (this "Amendment") is made as of the date last set forth on the signature page hereto ("Amendment Effective Date") by and between UpToDate, Inc., with its principle business location at 230 3rd Avenue, Waltham, MA 02451 ("UpToDate"), and County of Monterey, on behalf of Natividad Medical Center, with its principle business location at 1441 Constitution Blvd, Salinas, California 93906, United States, (the "Customer", and together with UpToDate, the "Parties").

RECITALS

A. UpToDate and Customer are parties to that certain Agreement dated December 14, 2016, Contract No. 001-00-42879464 (the "Agreement"), pursuant to which Customer has subscribed for the *UpToDate Anywhere* license.
B. UpToDate and Customer wish to amend the Agreement to extend the term of the Agreement in exchange for Customers payment of the Subscription Fees (as defined below) as set forth in this Amendment.
C. Capitalized terms used but not defined in this Amendment shall have the meaning given to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Subscription Fees**. Customer shall pay to UpToDate the additional Subscription Fee of $21,422.00 USD (plus tax where applicable) for the extension of the term of the Agreement (the "Term") by three (3) months, in accordance with the terms applicable to fees set forth in the Agreement. The price quote reflects a 20% educational discount for those facilities denoted below by an asterisk as they are accredited teaching facilities. The payment of the additional subscription Fee shall be paid within thirty (30) days from the time the County Auditor-Controller receives the certified invoice.

2. **Term**. The Term is hereby extended for three (3) months, retroactive to December 1, 2019 and ending February 29, 2020.

3. **Confirmation of Your Information**. The statistics on which UpToDate based the additional Subscription Fee for the extension of the Term are as follows:

Institution	Inpatient Admissions	Clinicians	Residents
Natividad Medical Center*	10,925	225	30
Total	10,925	225	30

Customer represents and warrants that these statistics (the "Operating Statistics") are accurate and complete figures as of the execution date of this amendment.

The *Designated Sites* are deleted in their entirety and replaced as follows:

Natividad Medical Center
1441 Constitution Blvd
Salinas, California 93906
United States

The *IP Addresses* are deleted in their entirety and replaced as follows:

12.177.137.4 - 12.177.137.4

4. Except as explicitly amended or modified hereby, the terms of the Agreement shall remain in full force and effect.

5. This Amendment may be executed and delivered by fax or PDF file and in counterparts, each of which shall be deemed to be an original but both of which together shall constitute one and the same instrument.

In Witness Whereof, the Parties hereto have executed this Amendment as of the Amendment Effective Date.

UpToDate, Inc.

By: _____

Printed Name: John Phelan

Title: Senior Contract Analyst

Date: 12/20/19

Natividad Medical Center

By: _____

Printed Name: _____

Title: CEO

Date: 1/13/2020

Reviewed as to fiscal provisions

_____

Auditor-Controller
County of Monterey

1/6/2020

APPROVED AS TO FORM

BY: _____

MONTEREY COUNTY COUNSEL

Monterey County
Board of Supervisors

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

Board Order

Agreement No.: A-13426
Upon motion of Supervisor Phillips, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an agreement with a retroactive start date of December 1, 2016, with UpToDate Inc. for Anywhere electronic clinical resource subscription services, containing non-standard risk terms regarding insurance limitation of liability, in the amount of $228,726 for the period of December 1, 2016 through November 30, 2019;
b. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee accept the recommendations regarding modifications to the insurance provisions and the Limit of liability in the Agreement; and
c. Authorized 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%) of the original cost of the agreement per each amendment.

PASSED AND ADOPTED on this 24th day of January 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas, Parker and Adams
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on January 24, 2017.

Dated: January 27, 2017
File ID: A 17-003

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____ Deputy

Wolters Kluwer

UpToDate
230 Third Avenue
Waltham, MA 02451

781 392 2000 tel
www.wolterskluwerhealth.com

Contract No.: 001-00-42879464

December 14, 2016

Charles Harris
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA 93906-3100
United States

Dear Charles Harris,

This letter and the attached Subscription and License Terms (the "Terms") set out the terms and conditions on which UpToDate, Inc. will supply Natividad Medical Center ("You" or "Your") with an UpToDate Anywhere Subscription to *UpToDate*® online ("UpToDate"), for an initial three-year term (the "Term"). Capitalized terms may be defined in this letter or in the attached Terms; together, the letter and the Terms are defined as the "Agreement."

Subscription and Price

Subscription: The full price for an annual subscription for an UpToDate Anywhere Subscription to *UpToDate* is $76,242.00 USD for Natividad Medical Center. The price quote reflects a 20% educational discount for those facilities denoted below by an asterisk as they are accredited teaching facilities. We are pleased to have developed the following multi-year preferred pricing schedule to allow Your institution to adjust for an UpToDate Anywhere license at the full rate:

	Total†
Year 1 – December 1, 2016 through November 30, 2017:	$76,242.00 USD
Year 2 – December 1, 2017 through November 30, 2018:	$76,242.00 USD
Year 3 – December 1, 2018 through November 30, 2019:	$76,242.00 USD

†Plus tax where applicable

We will re-evaluate this Agreement at the end of each year and provided that the operating statistics do not increase or decrease in manner that would cause Your full subscription price to change by more than 10% and Natividad Medical Center does not add additional clinical facilities to the network, the price for the next year will automatically be honored. Any facilities added or subtracted from the Designated Sites will be incorporated into the multi-year preferred pricing schedule based on the then-current pricing.

After the Year 3 renewal, the cost will be re-evaluated. UpToDate, Inc's subscription price for each Year of the multi-year preferred pricing schedule must be paid within 30 days from the time the County Auditor-Controller receives the certified invoice, which will be provided to You at the start date of each respective Year. This quote is valid for 60 days from the date of this letter. Your subscription will be subject to the terms of UpToDate's standard Subscription and License Terms.

License to Use *UpToDate*: For the above subscription price, UpToDate, Inc. will grant Your Authorized Users access to use the Licensed Materials on the terms set forth in this Agreement.

This UpToDate Anywhere Subscription allows Your Authorized Users to Access UpToDate as follows:

- While physically located at the Designated Site(s) via the IP Address(es) or Security agent(s) listed below
- Via Your password authenticated system(s) as identified to UpToDate, Inc., which will in turn pass UpToDate, Inc. a unique identifier
- Authorized Users have the option to establish a username and password with UpToDate, Inc. Once established, a username and password allows the Authorized User to Access UpToDate from any Internet-enabled device including desktop computers, laptops, and mobile devices such as the iPhone and Android devices, regardless of Authorized User's location, subject to Registration and Re-verification.

Term: The Term of Your subscription will start on December 1, 2016 and end as of November 30, 2017. You may renew Your subscription at the expiry of the initial term at the then-current subscription price.

Confirmation of Your Information

The statistics on which we based our price are:

Institution	Inpatient Admissions	Clinicians
Natividad Medical Center	7,410	204
Total	7,410	204

Designated Sites

Natividad Medical Center
1441 Constitution Blvd Bldg 400
Salinas, CA 93906-3100
United States

Natividad Medical Center
1441 Constitution Blvd
Salinas, CA 93906-3100
United States

IP Addresses

12.177.137.4 - 12.177.137.4

You represent and warrant that: (i) the statistics set forth above are accurate and complete figures; (ii) You have the technical capability to ensure that only Authorized Users may Access the Licensed Materials via the IP address(es) and/or UpToDate, Inc. provided Security Agent(s) listed above, (iii) the IP Addresses above or UpToDate, Inc. provided Security Agent(s) only provide Access to Authorized Users while Authorized Users are physically located at the Designated Site(s) and no other users will gain Access to the Licensed Materials through this subscription, and (iv) for the purposes of Registration and Re-verification the IP Addresses above or UpToDate, Inc. provided Security Agent(s) are only accessible by Authorized Users.

Subscription Confirmation

To confirm Your acceptance of this subscription, please sign this letter in the space below and return it to us. Your subscription will be processed immediately and an executed copy will be returned to You.

We look forward to providing Natividad Medical Center with a subscription to *UpToDate* online. We are confident that Your clinicians will find *UpToDate* to be a practical and efficient tool with which to effectively manage clinical issues in practice.

Your account manager, Suzanne Rival, will call you shortly to answer any questions that you might have and to discuss the next steps.

Again, thank you for your interest in *UpToDate*.

Sincerely,

11/8/2016 3:41 PM
Finance – Contract Administration
UpToDate, Inc.

Accepted and Agreed to this 24 day of Jan, 2017 on behalf of **Natividad Medical Center**.

By: Andrea Rosenberg

Printed Name: Andrea Rosenberg

Title: Assistant Administrator

By: [signature]

Printed Name: Roy D. Greenier

Title: Director Materials / Purchasing

Accepted and Agreed to this 10 day of November, 2016 on behalf of **UpToDate, Inc.**

By: [signature]

Printed Name: James Prendergast

Title: Director of Pricing & Compliance
UpToDate, Inc.

By: [signature] 11/10/16

Printed Name: R Van Luling

Title: VP of Finance
UpToDate, Inc.

[signature] 12/22/16

AB
AB Director
Dep COOO
12-15-16

Definitions

"Access": Viewing, searching or displaying any page of the Licensed Materials, whether such pages are viewed by means of connection to a network or from storage in any storage medium.

"Agreement": These Subscription and License Terms and the attached quotation letter.

"Authorized Users": Physician staff, faculty, residents, nurses, librarians and other staff and medical professionals who are employed by Your organization or who provide medical services to patients at Your organization's facilities, any student affiliated with Your organization, and, to the extent that Your organization includes a publicly accessible physical library, individuals otherwise entitled to use Your library facilities, subject to "Authorized Access" below.

"Licensed Materials": UpToDate® online database, software and user documentation.

"Registration": The process by which an Authorized User creates a username and password via the IP address(es) or UpToDate, Inc. provided Security Agent(s).

"Re-verification": The process by which Authorized Users verify their registration credentials. Authorized Users are required to log-in, using their username and password, at least once every 90 days via the IP address(es) or UpToDate, Inc. provided Security Agent(s). If in any 90-day period such log-in does not occur, the Authorized User's ability to Access Licensed Materials from outside the Designated Site(s) will be suspended. In the event of suspension, Authorized Users may automatically Re-verify by logging-in, using their username and password, via the IP address(es) or UpToDate, Inc. provided Security Agent(s) any time thereafter during the Term to resume Access via username and password.

Grant of License

UpToDate, Inc., in consideration of payment of the subscription fee and subject to the terms and conditions below, will grant You a non-exclusive, non-transferable license for Your Authorized Users to Access the Licensed Materials solely for the purpose of (i) research or other scholarly activities or (ii) providing diagnostic treatment or other medical services to patients, subject to the terms and conditions of this Agreement. You shall ensure that the Licensed Materials are Accessed only by Authorized Users affiliated with You for a purpose related to Your business.

In order to access the Licensed Materials, Authorized Users must agree to the End User License Agreement (EULA). In the event of a conflict or discrepancy between the EULA and this Subscription and License Agreement, it is agreed that this Subscription and License Agreement shall take precedence.

Term and Termination

Access to the Licensed Materials will be provided to You for the Term, unless earlier terminated in accordance with this Agreement.

You have the option to renew the Term and to continue the subscription by paying the then-current subscription fee, as notified to You by UpToDate, Inc., within 30 days of the expiration date.

You may elect to cancel Your subscription at any time, by providing 10 days written notice of cancellation. If You elect to cancel Your subscription, a pro-rata refund of fees actually paid by You for any remaining period of the subscription, from the effective day of cancellation to the normal end-date of the subscription period, will be provided to You, provided that UpToDate, Inc. reserves the right to withhold any damages arising from any failure or default by You.

UpToDate, Inc. may terminate Your subscription if UpToDate, Inc. gives a 30-day written notice to You specifying any failure or default in the performance of any provisions of this Agreement. A pro-rata refund of fees actually paid by You for any remaining period of the subscription, from the effective day of cancellation to the normal end-date of the subscription period, will be provided to You, provided that UpToDate, Inc. reserves the right to withhold any damages arising from any failure or default by You.

Upon termination or expiration of Your subscription, Your license and associated rights expire automatically, unless You have renewed Your subscription on UpToDate, Inc.'s then-current terms. At the request of UpToDate, Inc. following termination or expiration of the subscription, You shall promptly return or destroy any Licensed Materials and copies thereof in Your possession.

Your payments to UpToDate, Inc. 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 Your purchase of the indicated quantity of services, then You may give written notice of this fact to UpToDate, Inc., 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.

Authorized Access

You acknowledge that the Licensed Materials are for the use of the Authorized Users. Access by Authorized Users is permitted so long as Access occurs (i) in the confines of a Designated Site or (ii) via Your password authenticated system(s) as identified to UpToDate, Inc., which will in turn pass UpToDate, Inc. a unique identifier, or (iii) from any location, provided such access occurs by means of the Authorized User entering his/her username and password. Use of the Licensed Materials by non-Authorized Users is expressly forbidden. Users of public libraries at the Designated Sites are only Authorized Users while physically present at the library.

Verified IP Addresses

You warrant that the IP address(es) provided by You to UpToDate, Inc. and any UpToDate, Inc. provided Security Agent(s) herein allow Access to the Licensed Materials by the aforementioned Authorized Users only and that no other users are provided Access through the IP address(es) and/or UpToDate, Inc. provided Security Agent(s).

Audit

You agree that UpToDate, Inc. may audit Your use of the Licensed Materials for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Licensed Materials by You other than in full compliance with the terms of the Agreement, You shall reimburse UpToDate, Inc. for all reasonable expenses related to such audit in addition to any other liabilities You may incur as a result of such non-compliance.

Fees and Payments

You will pay the agreed upon Subscription Fees within 30 days from the time the County Auditor-Controller receives the certified invoice. UpToDate reserves the right to suspend Access due to late payment, without limiting UpToDate's other rights and remedies including the right to terminate this Agreement. Access will remain suspended until invoice is paid in full. No refund or credit will be issued for loss of Access during the period of suspension due to late payment.

UpToDate, Inc. shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.

Marketing Support

UpToDate, Inc. will assist You in maximizing usage of the Licensed Materials during the subscription period by providing informational materials for Your distribution to Authorized Users, subject to the terms and conditions of this Agreement. You grant the right to UpToDate, Inc. to include Your name in UpToDate, Inc.'s list of subscribers.

Systems Performance

During the term of the subscription, UpToDate online content will be updated by UpToDate, Inc. During this time, UpToDate online may be down for up to 2 hours, and users Accessing the Licensed Materials at this time will see a notice that UpToDate online is being updated. UpToDate, Inc. may, in its sole discretion, provide more frequent updates and enhancements, if applicable, as and when they are released. Nothing in this Agreement obligates UpToDate, Inc. to furnish more frequent updates or to create enhancements.

For online access from a desktop (or laptop) computer, UpToDate online is validated for use with the current versions of the following browsers and the technical specifications UpToDate supports. For a current list of those technical specifications please see: http://www.uptodate.com/help/manual/sysreq

UpToDate online is hosted by a Tier 1 service provider which guarantees that the site will be operational at least 99.5% of the time. However, technical failures, routine maintenance and transient Internet conditions may render the site temporarily unavailable.

Neither party shall be liable, or considered in default, under this Agreement for delays or failures of performance caused by circumstances beyond the party's reasonable control, provided each party immediately provides notice to the other and does everything reasonably possible to resume its performance.

User Access Restrictions

You may not allow or facilitate any Access to the Licensed Materials by any persons who are not Authorized Users. Access by persons who are not Authorized Users is prohibited no matter how such Access is obtained, including without limitation by use of modem, VPN, proxy server, LAN or web-based technology. You shall notify UpToDate, Inc. promptly if you become aware of any Access to the Licensed Materials by users within Your organization who are not Authorized Users. You and Your registered Authorized Users may not transfer or share Access, usernames, or passwords with anyone. You shall not attempt to defeat or circumvent any system designed to protect Access to UpToDate.

Ownership

The Licensed Materials are the sole and exclusive property of UpToDate, Inc. (or its parents, subsidiaries, affiliates, or designees) or its suppliers. You do not become the owner of the Licensed Materials, but are entitled to use them according to the terms and conditions of this Agreement.

You have purchased the right to Access the Licensed Materials for a specific limited period of time, i.e., the subscription period. At the end of this period, Your license and associated rights, such as technical support, if any, expire automatically, unless You have renewed Your subscription on UpToDate, Inc.'s then-current terms. The Agreement and Your license to use the Licensed Materials will also terminate if You fail to comply with any term or condition in this Agreement.

You acknowledge that the Licensed Materials include software which is proprietary and confidential to UpToDate, Inc. or its licensors; and all rights, title and interest therein or thereto, including without limitation, all patents, copyrights, trademarks and trade secrets remain in UpToDate, Inc. or its licensors. You shall not, during the subscription period or thereafter, disclose, directly or indirectly, or take any other action, which would result in the unauthorized disclosure of any confidential or proprietary data whatsoever, including but not limited to, reproduction of data furnished by UpToDate, Inc.

Permitted Uses and Prohibitions

Copying, printing, distributing to third parties, or preparing derivative works of the Licensed Materials or any part thereof is strictly prohibited unless specifically authorized herein or in writing from UpToDate, Inc. Similarly, the Licensed Materials may not be included in other software or databases, reverse engineered, or modified. No part of the Licensed Materials may be hyperlinked, indexed, or otherwise utilized by automated software means, including: search engines, robots, spiders, crawlers, data mining tools, or any other software that aggregates access to, or the content of, the Licensed Materials. No part of the Licensed Materials may be copied for resale, nor may it be posted or otherwise made available on Intranets, so-called federated sites, knowledge bases, searchable databases, public bulletin boards, web sites, Internet domains, or online chat rooms. The Licensed Materials may not be combined with other content in knowledge banks or through similar technologies. However, Your Authorized Users may occasionally print out individual articles for personal clinical, educational or research use and/or email individual articles to a colleague, provided that the articles printed and emailed by an individual Authorized User contain in aggregate only insubstantial portions of the Licensed Materials and include a source reference to UpToDate, Inc. and its copyright notice. Under no circumstances may Authorized Users print or email large numbers of articles from the Licensed Materials. All rights to use the Licensed Materials are expressly stated herein, and UpToDate, Inc. reserves all other rights. There is no implied right to use the Licensed Materials.

Your Registered Authorized Users cannot share or transfer usernames and passwords. Any sharing or transferring of usernames and passwords is a violation of this Agreement. Access to the Licensed Materials by non-Authorized Users is expressly forbidden.

In addition to its rights set forth in "Term and Termination" but excluding "Re-verification" above, UpToDate, Inc. reserves the right in its sole discretion to limit or suspend Your Authorized Users' Access to the Licensed Materials, by electronic self-help or other means and without notice, if UpToDate, Inc. believes in good faith that any Authorized User has committed a breach of security or violated the terms of this Agreement.

Restriction Against Transfer

You may not sublicense, assign, share, sell, rent, lease, or otherwise transfer this Agreement or the right to use the Licensed Materials.

Privacy / HIPAA

UpToDate, Inc. does not collect any individually identifiable health information from You. UpToDate, Inc. is not a covered entity under the U.S. federal HIPAA.

UpToDate, Inc. reserves the right to track and collect for its internal purposes personal information about Authorized Users of UpToDate, including without limitation: the URL that the user has come from (whether this URL is on its Website or not), the URL the user goes to next (whether this URL is on its Website or not), the Internet browser that is being used, the type of operating system used, the Authorized User's location, and the Authorized User's IP address. An Authorized User's IP address may be used for system administration purposes and to track a user's session, in order to give UpToDate, Inc. an understanding as to which parts of its database Authorized Users are visiting. UpToDate, Inc. may use such information for purposes including but not limited to improving the content of its database, marketing, advertising, reports to You, or research. UpToDate, Inc. may send information and notices of new services to registered Authorized Users

UpToDate, Inc. reserves the right to release current or past user information, whether or not the information identifies a particular person, internally within UpToDate, Inc. or to third parties for limited purposes in the event UpToDate, Inc. believes that the Licensed Materials are being used in violation of this Agreement or to commit unlawful acts, and/or if UpToDate, Inc. is required to disclose information to comply with applicable laws or regulations, or with a court or administrative order.

Except as stated in the above paragraph, UpToDate, Inc. will not share with unaffiliated third parties information specific to Authorized Users or share information regarding specific IP addresses. UpToDate, Inc. is, however, free to disclose aggregate non-personal user information to third parties.

Access to Books and Records

To address the requirements of Section 952 of Public Law 96-499 (42 US Code 1395 (x) V (I), UpToDate, Inc. agrees that it will, until the expiration of four years after the furnishing of the services provided pursuant to this agreement, upon the written request of an appropriate federal official as defined by the statute, make available to the Secretary of Health and Human Services or the Comptroller General or to any of their duly authorized representatives, this Agreement, and those books, documents and records of UpToDate, Inc. pertaining only to this Agreement as are necessary to verify the nature and extent of the services provided under this agreement and the charges levied, and payments made, for the services set forth in this Agreement. UpToDate, Inc. will not carry out any services through a subcontract with another organization and the duties under this Agreement may not be assigned or delegated.

When this Agreement expires or terminates, UpToDate, Inc. shall return to You any of Your records which UpToDate, Inc. used or received from You to perform services under this Agreement.

You shall have the right to examine, monitor and audit all records, documents, conditions, and activities of UpToDate, Inc. and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or $10,000, the parties to this Agreement may be subject, at the request of You or as part of any audit of You, 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.

Use of Professional Judgment

The editors and authors of the Licensed Materials have conscientiously and carefully tried to create the identified diagnosis measures, treatment alternatives and drug dosages in the Licensed Materials that conform to the standards of professional practice that prevailed at the time of publication. However, standards and practices in medicine change as new data become available and the individual medical professional should consult a

variety of sources. For this reason, only the most current release of the Licensed Materials should be consulted when information is sought. New updates are issued periodically; do not rely on older versions. In addition, when prescribing medications, the user is advised to check the product information sheet accompanying each drug to verify conditions of use and identify any changes in dosage schedule or contraindications, particularly if the agent to be administered is new, infrequently used or has a narrow therapeutic range.

The Licensed Materials describe basic principles of diagnosis and therapy. The information provided in the Licensed Materials is no substitute for individual patient assessment based upon the healthcare provider's examination of each patient and consideration of laboratory data and other factors unique to the patient. The Licensed Materials should be used as a tool to help the user reach diagnostic and treatment decisions, bearing in mind that individual and unique circumstances may lead the user to reach decisions not presented in the Licensed Materials. The opinions expressed in the Licensed Materials are those of its authors and editors and may or may not represent the official position of any medical societies cooperating with, endorsing or recommending the Licensed Materials.

U.S. Government Limited Rights Notice

Any access to the Licensed Materials provided under contract to the U.S. Government is provided with limited rights. The Licensed Materials consist of data, as defined in 48 CFR 27.401 or 48 CFR 27.404-2(a), as applicable, and restricted computer software as defined in 48 CFR 27.401. The Licensed Materials may be reproduced and used by the U.S. Government, provided that they will not be used for or in connection with manufacturing and will not be disclosed outside of the U.S. Government or to any U.S. Government contractor, without the prior express written permission of UpToDate, Inc.

Limited Warranty

UpToDate, Inc. warrants that the Licensed Materials made available to You through the IP addresses listed in the attached letter shall be substantially identical to the version of the Licensed Materials provided to other similarly situated customers. If the Licensed Materials are defective, such deficiency shall be rectified without charge promptly after notice to UpToDate, Inc. from You. This is Your sole and exclusive remedy, and UpToDate, Inc.'s sole liability, for breach of this warranty.

UpToDate, Inc. agrees to indemnify You against any third party claim that the Licensed Materials infringe a U.S. copyright, patent, or trademark, and any damages awarded on such a claim, provided that You provide UpToDate, Inc. with prompt notice of the claim and sole control of the defense and settlement of the claim. In the event such a claim is made against You or anticipated by UpToDate, Inc., UpToDate, Inc. shall have the option of refunding the fee paid by You for the then-current twelve month period and terminating Your right to use the Licensed Materials. The foregoing indemnity and optional termination shall be Your sole remedy and UpToDate, Inc.'s sole obligation and liability in the event of any claim that the Licensed Materials infringe a third party's copyrights.

NEITHER UPTODATE, INC. NOR ANY OTHER PARTY OR MEDICAL SOCIETY MAKES ANY OTHER WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, WHICH ARE LICENSED "AS IS", OR WITH RESPECT TO THIS AGREEMENT. THE WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED, ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR ENTITY ARE VOID. YOU ASSUME ALL RISK AS TO THE QUALITY, FUNCTION, AND PERFORMANCE OF THE LICENSED MATERIALS.

Limitation of Liability

IN NO EVENT WILL UPTODATE, INC. OR ANY OTHER PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, PROMOTION OR MARKETING OF THE LICENSED MATERIALS OR PERFORMANCE OF THIS AGREEMENT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA OR PROFITS OR FOR INABILITY TO USE THE LICENSED MATERIALS, TO ANY PARTY EVEN IF UPTODATE, INC. OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN RELATION TO THE INDEMNITY PROVIDED AGAINST THIRD PARTY CLAIMS AS EXPRESSLY PROVIDED ABOVE, IN NO EVENT SHALL UPTODATE, INC. OR SUCH OTHER PARTY'S LIABILITY FOR ANY DAMAGES OR LOSS TO YOU OR ANY OTHER PARTY IN CONNECTION WITH THIS AGREEMENT EXCEED THE LICENSE FEE YOU PAID FOR THE LICENSED MATERIALS.

Some states do not allow limitations on how long an implied warranty lasts and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to You. This warranty gives You specific legal rights, and You may also have other rights that vary from state to state.

Confidentiality

"Confidential Information" shall mean any information regarding UpToDate, Inc.'s product designs and plans, product development plans, release dates, strategies, pricing, and other marketing and technical information and other unpublished information provided to you by UpToDate, Inc.; and all other information which UpToDate, Inc. characterizes as confidential at the time of its disclosure either in writing or orally, except for information which you can demonstrate: (a) is previously rightfully known to you without restriction on disclosure; (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain; (c) is disclosed to you by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by you without access to the Confidential Information. You shall at all times, both during the term hereof and for a period of at least three years after termination of your right to use UpToDate, keep in confidence all such Confidential Information. You shall not disclose, disseminate or otherwise publish or communicate Confidential Information to any person, firm, corporation or other third party without the prior written consent of UpToDate, Inc. You shall not use any Confidential Information other than in the course of the activities permitted hereunder. You shall only disclose Confidential Information to another employee or contractor under binding obligations of confidentiality substantially similar to those set forth herein on a "need to know" basis. You shall notify UpToDate, Inc. in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement, and will cooperate with UpToDate, Inc. in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, you will (i) immediately notify UpToDate, Inc. prior to such disclosure to allow UpToDate, Inc. an opportunity to contest the disclosure, (ii) assert the privileged and confidential nature of the Confidential Information, and (iii) cooperate fully with UpToDate, Inc. in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

General

This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA, without regard to its principles of conflicts of law or the United Nations Convention on Contracts for the International Sale of Goods. Each party submits to the exclusive jurisdiction of the federal and state courts located in Salinas, California.

If any provision of this Agreement is determined to be invalid or unenforceable under any applicable law, it shall be deemed omitted and the remaining provisions shall continue in full force and effect. This Agreement may be modified only in writing executed by authorized representatives of You and UpToDate, Inc. Either party's waiver of any right shall not constitute waiver of that right in the future.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, representations, statements, and undertakings, oral or written, are hereby expressly superseded and canceled.

If You use purchase orders in conjunction with this Agreement, then You agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the UpToDate Contract No.: 001-00-42879464 are made part of this purchase order and are in lieu of, and shall replace, all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

Performance Standards

UpToDate, Inc. warrants that UpToDate, Inc. and UpToDate, Inc.'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 You, or immediate family of an employee of You.

UpToDate, Inc. 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.

UpToDate, Inc. 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. UpToDate, Inc. shall not use Your premises, property(including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

Insurance

Prior to commencement of this Agreement, UpToDate, Inc. 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, UpToDate, Inc. upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to Your Contracts/Purchasing Department, unless otherwise directed. UpToDate, Inc. shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and You have approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of UpToDate, Inc.

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 Your Contracts/Purchasing Director.

Without Limiting UpToDate, Inc.'s duty to indemnify, UpToDate, Inc.'s 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.

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

Workers' Compensation Insurance, If UpToDate, Inc. 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 accident and $1,000,000 each disease.

Professional Liability Insurance, If required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, UpToDate, Inc. 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.

Non-Discrimination

During the performance of this Agreement, UpToDate, Inc., 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 UpToDate, Inc.'s employment practices or in the furnishing of services to recipients. UpToDate, Inc. 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. UpToDate, Inc. 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 the Agreement shall not be deemed to be prohibited discrimination.

Compliance with Terms of State or Federal Grant

If this Agreement has been or will be funded with monies received by You pursuant to a contract with the state or federal government in which You are the grantee, UpToDate, Inc. 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, You will deliver a copy of said contract to UpToDate, Inc., at no cost to UpToDate, Inc.

Independent Contractor

In the performance of work, duties, and obligations under this Agreement, UpToDate, Inc. is at all times acting and performing as an independent Contractor and not as an employee of You. No offer or obligation of permanent employment with You or particular County department or agency is intended in any manner, and UpToDate, Inc. shall not become entitled by virtue of this Agreement to receive from You any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. UpToDate, Inc. 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, UpToDate, Inc. shall defend, indemnify, and hold You and the County of Monterey harmless from any an all liability, which You may incur because of Contractor's failure to pay such taxes.

Notices

Notices required under this Agreement shall be delivered personally or by first-class postage per-paid mail to You and UpToDate, Inc.'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

UpToDate Inc.:
UpToDate, Inc.
Attn: Legal
230 Third Ave
Waltham, MA 02451
Fax: 781-642-8840

Conflict of Interest

UpToDate, Inc. 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.

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-13426; Amendment No.: 3
Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No.3 to the agreement (A-13426) with UpToDate Inc. for Anywhere electronic clinical resource subscription services, extending the agreement an additional one (1) year period (March 1, 2021 through February 28, 2022) for a revised full agreement term of December 1, 2016 through February 28, 2022, and adding $90,488 for a revised total agreement amount not to exceed $426,326.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: A 21-024
Agenda Item No.: 32

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

Julian Lorenzana, Deputy

Introduced: 12/14/2020

Current Status: Passed - Health Department

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement for the term retroactive to March 4, 2019 through June 30, 2023 with Koinonia Foster Homes, Inc. DBA Koinonia Homes for Teens for the provision of mental health services in the amount of $883 for Fiscal Year (FY) 2018-19; $26,401 for FY 2019-20; $324,247 for FY 2020-21; $324,247 for FY 2021-22; and $324,247 for FY 2022-23, for a total Agreement amount not to exceed $1,000,025; and
b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) ($100,002.50) of the original Agreement amount and do not significantly change the scope of services.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement for the term retroactive to March 4, 2019 through June 30, 2023 with Koinonia Foster Homes, Inc. DBA Koinonia Homes for Teens for the provision of mental health services in the amount of $883 for Fiscal Year (FY) 2018-19; $26,401 for FY 2019-20; $324,247 for FY 2020-21; $324,247 for FY 2021-22; and $324,247 for FY 2022-23, for a total Agreement amount not to exceed $1,000,025; and
b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) ($100,002.50) of the original Agreement amount and do not significantly change the scope of services.

SUMMARY/DISCUSSION:
Koinonia Foster Homes, Inc. DBA Koinonia Homes for Teens ("Koinonia") is a Short-term Residential Therapeutic Program (STRTP) providing residential and specialty mental health services including specialized and intensive care, support, and 24-hour supervision on a short-term basis for children and youth with complex and severe needs. The goal of the program is to provide therapeutic interventions to treat and ameliorate the behavioral health symptom and improve function so that children and adolescents may move to a less restrictive and intensive treatment setting. Koinonia has been providing services to Monterey County youth who require the highest level of care to prevent their placement into an inpatient hospital or out-of-state residential or juvenile justice facility.

The term of this Agreement is retroactive to March 4, 2019 due to changes under AB 403 Continuum of Care Reform requiring all group homes to convert to an STRTP, and placing fiscal responsibility for Medi-Cal Specialty Mental Health Services to the Mental Health Plan (MHP) for Child Welfare and

Juvenile Probation youth in STRTP placement. This Agreement is being presented late to the Board because the facility did not actively notify the MHP of jurisdiction that the children/youth placed at the facility were now receiving Medi-Cal Specialty Mental Health Services.

This Agreement contains the County's standard 30-day "no cause" provision (Section IV, B) and an additional defunding provision (Section IV, D), which provides the County the ability to amend or terminate the Agreement in the event of a reduction and/or termination of funding.

This work supports the following Monterey County Health Department 2018-2022 Strategic Plan initiative: 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten essential public health services, specifically: 7. Link people to needed personal health services and assure the provisions of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:
County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by Federal Financial Participation (FFP 70%) and 2011 Realignment- Early Periodic Screening and Diagnostic Testing (EPSDT 30%). The funds for this Agreement are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year (FY) 2020-21 Adopted Budget. The funds for this Agreement for FY 2021-22 and FY 2022-23 will be included in the respective Health Department's Behavioral Health (HEA012, Unit 8410) FY 2021-22 and FY 2022-23 Requested Budgets.

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: Charise Walters, Management Analyst II, 755-4703

Approved By:

_____Date:_____
Elsa Jimenez, Director of Health, 755-4526

Attachment:
Agreement is on file with Clerk of the Board

DocuSign Envelope ID: D2D8BDE4-F5E9-4EE5-A2AC-E235A88C6AAA

Monterey County

Board Report

Legistar File Number: A 20-523

Item No.

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

January 26, 2021

Introduced: 12/14/2020 **Current Status:** Agenda Ready
Version: 1 **Matter Type:** BoS Agreement

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because the facility did not actively notify the MHP of jurisdiction that the children/youth placed at the facility were now receiving Medi-Cal Specialty Mental Health Services.

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- 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.

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Prepared by: Charise Walters, Management Analyst II, 755-4703

Approved By:

DocuSigned by:
C7A30BA59CA8423... Date: 1/6/2021 | 3:56 PM PST
Elsa Jimenez, Director of Health, 755-4526

Attachment:
Agreement is on file with Clerk of the Board

DocuSign Envelope ID: 7FBFE69B-A221-4390-B760-13185F2010C6

COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: _____

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "COUNTY") and **KOINONIA FOSTER HOMES, INC. DBA KOINONIA HOMES FOR TEENS** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: Short-term Residential Therapeutic Program (STRTP) treatment services including Case Management, Mental Health Services, Medication Support, and Crisis Intervention for children/youth.

II. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

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EXHIBIT A: PROGRAM DESCRIPTION
EXHIBIT B: PAYMENT AND BILLING PROVISIONS
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT G: COST REIMBURSEMENT INVOICE FORM
EXHIBIT H: BUDGET AND EXPENDITURE REPORT
EXHIBIT I: ANNUAL REPORT(S), COST REPORT SETTLEMENT AND AUDIT

III. PAYMENT BY COUNTY

A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Provisional Rates or at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.

B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

IV. TERM AND TERMINATION

A. Term. This Agreement shall be effective **March 4, 2019** and shall remain in effect until **June 30, 2023**.

B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.

C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;
2. CONTRACTOR'S failure to abide by Grievance decisions;
3. CONTRACTOR'S failure to meet COUNTY qualification criteria;

4. CONTRACTOR'S failure to submit Annual Reports, Provider's Certification, and accompanying audited financial statement, CONTRACTOR'S Year-End Cost Report Settlement and/or other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;
5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period.
6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;
7. CONTRACTOR loses its licensure or certification;
8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;
9. Breach by CONTRACTOR of any confidentiality obligation;
10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);
11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;
12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;
13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or
14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by

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giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;
2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;
3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;
4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section VIII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XI to this Agreement, professional liability insurance described in Section XII to this Agreement, annual reports and cost report settlement described in Section XIV and in accordance with Exhibit I to this Agreement, and access to and audit of records described in Section XV to this Agreement, and in accordance with all applicable laws; and
5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

V. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act, California Welfare and Institutions Code, Divisions 5, 6, and 9; California

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Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB) Circular Nos. A-122 and 133, the Cost Reporting/Data Collection (CR/DC) Manual, and the Mental Health policies issued by the County of Monterey.

B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VI. CONTRACT MONITORING AND QUALITY CONTROL

A. The Federal, State and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timelines of services performed under this Agreement.

B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.

C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting, as stipulated in the Cost Reporting/Data Collection ("CR/DC") manual, are subject to special review and audit.

D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

VII. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

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B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.

C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

D. Exclusion from Participation in Federal Health Care Program or State Equivalent.

1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).

   a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.

   b. The OIG list is currently found at the following web address: http://exclusions.oig.hhs.gov. The S&I list is currently found at the following web address: http://www.medi-cal.ca.gov/references.asp.

VIII. PATIENT RIGHTS

A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

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B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

IX. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.

B. CONTRACTOR shall retain clinical records for a minimum of seven (7) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than seven (7) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.

C. CONTRACTOR shall comply with the Confidentiality of Patient Information requirements set forth in Exhibit C and incorporated by reference as if fully set forth herein.

X. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

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C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

XI. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

XII. INSURANCE

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

This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

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

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

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

2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is over $100,000 or of not less than $500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is $100,000 and less.

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

4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

D. Other Insurance Requirements, All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

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Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section III (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section IV.

XIII. BUDGET AND EXPENDITURE REPORT

A. CONTRACTOR shall submit, as requested by the COUNTY, the Budget and Expenditure Report provided as Exhibit H, if made part of this Agreement, identifying CONTRACTOR'S allowable costs and program revenues. COUNTY shall identify program revenues for COUNTY funds, and CONTRACTOR shall identify allowable costs and other program revenues as defined in Exhibit B, Section VI, paragraph B of this Agreement, if applicable. The budget shall be the basis for payment reimbursements, cost settlement activities, and audits.

B. CONTRACTOR shall submit an electronic copy of the Six-(6) Month and the Year-to-Date Budget and Expenditure report by February 15 and by the date specified by the COUNTY, respectively, to the COUNTY using Exhibit H as the template format. The report shall include data related to the actual costs incurred, revenues earned, and the number of actual clients served by each funded program.

XIV. PREPARATION OF ANNUAL REPORT(S) AND CONTRACTOR'S YEAR-END COST REPORT SETTLEMENT

A. Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement. CONTRACTOR shall submit by COUNTY'S required deadlines the following, as it pertains to this Agreement:

1. State Cost Report.
2. Annual Mental Health Services Act (MHSA) Revenue and Expenditure Reports.
3. Annual Report(s), as applicable and required by the COUNTY.
4. CONTRACTOR'S Year-End Cost Report Settlement in accordance with the terms and conditions set forth in Exhibit I, if made part of this Agreement.

Such Annual Reports, numbered (1) through (3) above, and such cost report settlement, numbered (4) above, shall be prepared in accordance with generally accepted accounting principles and Federal, State and COUNTY reimbursement requirements using forms, templates and instructions provided by the COUNTY.

B. Preparation and Submission of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement in Response to Termination or Cancellation of Agreement. If this Agreement is terminated or canceled prior to June 30th of any fiscal year, CONTRACTOR shall prepare and submit to COUNTY an Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement with the COUNTY for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S applicable Report(s) is (are) outstanding and shall adhere to the terms and conditions set forth in Exhibit I, if made part of this Agreement. If Exhibit I is not a part of this Agreement, CONTRACTOR shall prepare and submit to COUNTY a cost report and any applicable reports as requested by the COUNTY.

C. Non-submission of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement. Failure to submit the Annual Report(s) and/or the CONTRACTOR'S Year-End Cost Report Settlement, described in Section XIV (A), within thirty (30) calendar days after COUNTY'S applicable due date(s) is a breach of this Agreement, which entitles COUNTY, in its sole and absolute discretion, to (1) disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S applicable Report(s) is (are) outstanding, (2) withhold payment(s) for reimbursements payable pursuant to Section III (A) to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR, and/or (3) terminate this Agreement pursuant to Section IV. CONTRACTOR shall comply with Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement requirements as set forth in Exhibit I, if Exhibit I is made part of this Agreement.

D. Cost Report Training. CONTRACTOR shall attend a one-time mandatory cost report training provided by the COUNTY. COUNTY shall provide further training as needed and as required in accordance with changes in the State cost report requirements. CONTRACTOR shall adhere to cost report training requirements and shall comply in accordance with Exhibit I, Section III, if made part of this Agreement.

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XV. ACCESS TO AND AUDIT OF RECORDS

A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.

B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of seven (7) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, CONTRACTOR'S Year-End Cost Report Settlement, State Cost Report Settlement, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

C. Overpayment. If the results of any audit, CONTRACTOR'S Year-End Cost Report Settlement, or State Cost Report Settlement shows that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.

D. Responsibility for Audit and/or Cost Report Settlement Exceptions. Any and all audit and/or Cost Report Settlement exceptions by COUNTY or any Federal or State agency resulting from an audit and/or Cost Report Settlement of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.

E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.

F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law.

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XVI. NON-DISCRIMINATION

A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, national origin, ancestry, mental or physical handicap, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;

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3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

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I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

XVII. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

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

XVIII. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The person's or organization's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employees assistance programs;

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4. The penalties that may be imposed upon employees for drug abuse violations;
5. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XIX. INDEPENDENT CONTRACTOR

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

XX. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XXI. GENERAL PROVISIONS

A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any assignment without such consent shall automatically terminate this

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Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.

D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.

E. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

G. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.

M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.

N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.

O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.

Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

XXII. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY	**CONTRACTOR**
Lucero Robles, MSW, LCSW	Sam Golden
Acting Behavioral Health Director	Chief Executive Officer
1270 Natividad Road	3731 Magnolia Street
Salinas, CA 93906	Loomis, CA 95650
(831) 755-4500	(916) 652-5802

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form [1]

By: DocuSigned by: Marina Pantchenko
05B9F15C2DD4A7...
County Counsel

Date: 12/9/2020 | 4:39 PM PST

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Gary Giboney
D8F3A8EFC158449...
Auditor/Controller

Date: 12/9/2020 | 5:16 PM PST

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

KOINONIA FOSTER HOMES, INC.
DBA
KOINONIA HOMES FOR TEENS

Contractor's Business Name*

By: DocuSigned by: Sam Golden
9731BFE68A3248A...
(Signature of Chair, President, or Vice-president) *

Sam Golden Executive Director
Name and Title

Date: 12/4/2020 | 2:50 PM PST

By: DocuSigned by: Deena Spann
C85F6C54E6EE407...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Deena Spann Accounting Director
Name and Title

Date: 12/4/2020 | 2:54 PM PST

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

[1]Approval by County Counsel is required; if Agreement is $100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions

[2]Approval by Auditor-Controller is required

[3]Approval by Risk Management is necessary only if changes are made in Sections XI or XII

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SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM

I. IDENTIFICATION OF PROVIDER

Koinonia Foster Homes, Inc. DBA Koinonia Homes for Teens
P.O. Box 1403
Loomis, CA 95650
(916) 652-0171

II. PROGRAM NARRATIVE

CONTRACTOR is licensed by the California State Department of Social Services as a Short-Term Residential Therapeutic Program (STRTP) and maintains Mental Health Program Approval and Medi-Cal certification to provide an integrated program of specialized and intensive care, services and supports, specialty mental health services, and 24-hour supervision on a short-term basis for children and youth with complex and severe needs. The STRTP is intended for children whose behavioral and therapeutic needs are not able to be met in a home-based family setting, even with the provision of supportive services, and who require the level of supervision and clinical interventions provided by a STRTP.

Children and youth requiring STRTP care need a multi-faceted approach of care. It is expected that services will be provided within the context and implementation of the Integrated Core Practice Model (ICPM) as outlined in the Katie A. Settlement. The ICPM is a comprehensive model for serving children and youth in need. The ICPM Guide publication in the Medi-Cal Manual available through the Department of Health Care Services defines the ICPM as "a set of practices and principles that promotes a set of values shared by all who seek to support children, youth, and families involved in child-serving agencies including, but not limited to, the child welfare system, special education, probation, drug and alcohol, and other health and human services agencies or legal systems with which the child or youth is involved.

III. PROGRAM GOALS

A. Provide trauma-informed therapeutic interventions and integrated programming designed to treat and ameliorate the behavioral health symptoms and improve functioning.
B. Provide a range of services, of varying intensity, tailored to the individual needs of the child, which can be adjusted during his or her stay in the program as they are meeting goals and improving functioning.
C. Provide mental health interventions so that children and adolescents may move to less restrictive/intensive treatment settings.
D. Child/youth develops effective problem-solving and coping skills to resolve behavioral and emotional problems, improving relationships, and overall functioning.
E. Enhance the psychosocial health and development of the child within the context of the client's families, peer group, and community.

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IV. PROGRAM OBJECTIVES

A. CONTRACTOR shall provide residential and specialty mental health services to eligible Monterey County youth.
   1. Client meets the STRTP Placement Criteria pursuant to WIC sections 4096 and 11462.01.
   2. Treatment will be available to every client according to their specific needs and prescribed in a manner consistent with their treatment plans. Psychotropic medication will be made available through psychiatric consultation and routinely monitored.
   3. Services will be strength-based, individualized, and will consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
   4. Service provision meets medical necessity criteria (Title 9, California Code of Regulations (CCR), Ch. 11, Sections 1830.205 and 1830.210) as indicated in the Case Plan to meet individual goal.
   5. Services shall be appropriate for the needs of youth involved in the Child Welfare and/or Juvenile Justice systems; trauma exposed; the Lesbian, Gay, Bisexual, Trans-gender, Queer and/or Questioning (LGBTQ); and Special Education communities.

B. CONTRACTOR will receive referrals/approvals only through the COUNTY Inter-Agency Placement Committee (IPC), Individual Education Plan (IEP), or Court Order. All referrals for services will be assessed for eligibility according to the following criteria:
   1. Evidence of symptoms of mental health problem which meet the criteria for DSM 5 or the 10th revision of the international Statistical Classification of Disease and Related Health Problems (ICD-10) diagnosis as an included diagnosis in Title 9, CCR, Ch. 11, Section 1830.205.
   2. Evidence of impaired functioning in one or more of the areas of self-care, danger to harm self, behavior towards others, family functioning, school performance, moods/emotions, substance use, and/or cultural adjustment.

C. CONTRACTOR shall maintain staffing requirement:
   1. Staff meet the minimum licensing requirements as set forth in CCR Title 9, Title 19, Title 22 and Medi-Cal regulations.
   2. Psychiatric services will be available to support clients ages 6-18 and the ability to provide treatment to clients with co-occurring disorders as part of the service continuum.
   3. Staff shall be appropriately trained and meet the qualifications of the Licensed Practitioner of the Healing Arts (LPHA) as well as meet discipline specific licensure requirements. The CONTRACTOR's facilities shall be up to date with all relevant State and local building and safety requirements.
   4. Provide ongoing clinical supervision to practitioners involved in direct service to clients.
   5. Services shall be culturally and linguistically appropriate for the target population. At a minimum, services shall be made available in the two (2) threshold languages (English and Spanish).

D. CONTRACTOR shall coordinate care planning efforts with other child-serving agencies and institutions involved in delivering services to the child and family to ensure comprehensive and consistent care.

E. CONTRACTOR shall utilize the Child and Adolescent Needs and Strengths (CANS) assessment tool
   1. The CONTRACTOR will adhere to the Monterey County Behavioral Health CANS/ANSA/PSC-35 policy: https://www.co.monterey.ca.us/home/showdocument?id=87702
   2. CANS will be administered as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services.
   3. CONTRACTOR is responsible for training, certifying, and annually recertifying their staff on the CANS Comprehensive 5+. In addition, if the CONTRACTOR provides services to children ages 0-5, the CONTRACTOR is responsible for training, certifying, and annually re-certifying their staff on the CANS: Early Childhood.
   4. CONTRACTOR shall maintain staff as CANS Trainers to ensure sustainability and that CANS principles and philosophy are integrated into clinical practice.
   5. CONTRACTOR will establish an online account with Praed Foundation to access online CANS trainings and certification, by first quarter of the AGREEMENT.

F. CONTRACTOR shall use the Child and Family Team (CFT) process to identify team members, client needs and services, and set goals toward transitioning back to lower level of care.
   1. A CFT is a highly facilitated process and it is only a CFT meeting if decisions about goals and strategies to achieve them are made with involvement of the child and family members.
   2. After January 1, 2017, a child or youth is required to have a CFT within the first sixty (60) days of entering into the child welfare or probation foster care placement. As defined in Welfare and Institutions Code (WIC), Section 16501, a CFT is also required for those children and youth residing in a group home or STRTP placement with an existing Case Plan. Best practice dictates that meetings should occur as soon as possible for purposes, including but not limited to, case planning, placement determination, emancipation planning and/or safety planning. The CONTRACTOR providing mental health services to children in the child welfare or probation system may participate in the CFT.
   3. CONTRACTOR shall provide client progress for the CFT to determine appropriate or ongoing placement, if necessary.
   4. The CONTRACTOR will make CANS data available for the CFT in conformity with all applicable laws.

G. The CONTRACTOR shall follow guidelines when the client is transitioning to a new program or lower level placement.
   1. Coordinate with the new provider to assure understanding of client's strengths, needs, supports, and goals.
   2. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider.

3. Provide notification to COUNTY of any hospitalization.

V. OUTCOME OBJECTIVES

A. Reduce the level of functional impairment of child or youth
   - Data Source: CANS Data

B. Reduce hospitalizations
   - Data Source: CONTRACTOR's Electronic Health Record (EHR) to report the number of clients in placement who have been hospitalized.

C. Timely return to lower level of care
   - Data Source: CONTRACTOR's EHR to report length of stay

VI. TREATMENT SERVICES

A. **Mode of Service: Outpatient**
CONTRACTOR is Medi-Cal certified to provide the following Specialty Mental Health Services, as medically necessary. A Unit of Service (UOS) is per minute:

1. Case Management
2. Mental Health Services
3. Medication Support
4. Crisis Intervention

Services shall be coded under Avatar program Name/Code: **TBD**

There is no limitation on the mix of units of service other than the maximum contract dollar amount found in Exhibit B of this contract. CONTRACTOR shall make a full accounting of all UOS and cost in accordance with Section XIV, Annual Cost Report.

B. **Delivery Site(s):**
The CONTRACTOR's services described hereunder shall be provided in a licensed STRTP site(s). CONTRACTOR shall not place children at a service delivery site not listed.

Site	Address
House #1	3880 Oak Tree Lane Loomis, CA 95650
House #2	6331 King Road Loomis, CA 95650
House #3	5440 Paragon Street Rocklin, CA 95677
House #4	8200 King Road Loomis, CA 95650
House #5	12344 Incline Drive Auburn, CA 95603

C. **Hours of Operation:**
The STRTP will operate a twenty-four (24) hours per day, seven (7) days per week residential program, and offer specialty mental health services seven (7) days per week.

VII. TARGET POPULATION

Monterey County children/youth who are full scope Medi-Cal eligible, and have been screened through the County IPC, placed through the IEP process, or by Court Order. The current Agreement is for the number of eligible residents of Monterey County per Fiscal Year in the table below. Any additional eligible residents of Monterey County referred to the program will require an amendment to this Agreement.

Fiscal Year (FY)	Number of Placements per FY
FY 2018-2019	2
FY 2019-2020	7
FY 2020-2021	6
FY 2021-2022	6
FY 2022-2023	6

VIII. FINANCIAL ELIGIBLITY

All eligible full-scope Medi-Cal Monterey County Residents who have been authorized and referred by the Monterey County Behavioral Health (MCHB) Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/MCWebPub/Login.aspx#. Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

IX. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

A. Referrals of Admission. Regular referrals of admission to this program will be initiated exclusively by screening and approval by an Interagency Placement Committee (IPC). Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR.

B. Emergency Placement Admission. CONTRACTOR may admit children and youth into the program under emergency placement determination by placing Agency. CONTRACTOR shall provide comprehensive mental health assessments for Medi-Cal to determine if they meet medical necessity for SMHS and to determine if the individual meets criteria for STRTP placement within 72 hours of placement. CONTRACTOR shall notify County of placement and request IPC review and approval. County will notify CONTRACTOR of placement determination. If the IPC

determines at any time that the placement, including an emergency placement, is not appropriate, it shall transmit the disapproval in writing to the CONTRACTOR.

C. Service Authorization. Mental Health services including Therapeutic Behavioral Services, require prior authorization. Medication Support, beyond two visits per month, requires prior authorization. The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

X. CLIENT DESCRIPTION/CHARACTERISTICS

The population served are children/youth with one or all the following, and are unsuccessful in stabilizing at a lower level of care:

a. Severe acting out episodes
b. History of self-destructive behavior
c. Catastrophic reactions to everyday occurrences and/or
d. History of inpatient hospitalization

Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.

B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
   1. A significant impairment in an important area of life functioning, or
   2. A probability of significant deterioration in an important area of life functioning, or
   3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.

C. Intervention Related Criteria: Must have all 3:
   1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
   2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
   3. The condition would not be responsive to physical healthcare-based treatment.

XI. LEGAL STATUS

Voluntary or juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 and 602 et seq.)

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XII. COVERAGE

Mental Health Services and Medication Support will be as designated on the service plan.

XIII. REPORTING REQUIREMENTS

A. CONTRACTOR shall complete the CANS for children/youth ages 6 through 18, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.

B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the COUNTY Designated Contract Monitor:
   1. Total number of children/youth served
   2. Number of CFT meetings attended per quarter
   3. Number of children/youth who have returned to lower levels of care
   4. Report on each Outcome Objective in Section V.

XIV. DESIGNATED CONTRACT MONITOR

Kelley Molton, LCSW
Behavioral Health Services Manager II
Juvenile Justice Team
Monterey County Behavioral Health Bureau
1870 N. Main Street Salinas, CA 93906
(831) 755-5522

EXHIBIT B:
PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Cost Reimbursed (CR) up to the maximum Agreement amount.

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

PROVISIONAL RATE: NEGOTIATED RATE

CONTRACTOR shall be paid at the negotiated rates, which are provisional and subject to all the cost report conditions as set forth in this Exhibit B. Short-Term Residential Therapeutic Program (STRTP) shall be paid at the rate established by the State of California-Health and Human Services Agency, Department of Social Services.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum of **$1,000,025.**

FY 2018-2019 (March 4, 2019 - June 30, 2019)					
Service Description	**Mode of Service**	**Service Function Code**	**Rate**	**Units**	**Total Amount**
Case Management	15	01	$2.55	25	$64
Mental Health Services	15	10,30,40,45,50,58	$3.30	248	$819
Crisis Intervention	15	70	$4.91	0	$0
Medication Support	15	60	$6.10	0	$0
Total Maximum Amount FY 2018-19					**$883**

FY 2019-2020					
Service Description	**Mode of Service**	**Service Function Code**	**Rate**	**Units**	**Total Amount**
Case Management	15	01	$2.63	63	$166
Mental Health Services	15	10,30,40,45,50,58	$3.40	7,716	$26,235
Crisis Intervention	15	70	$5.06	0	$0
Medication Support	15	60	$6.28	0	$0
Total Maximum Amount FY 2019-20					**$26,401**

FY 2020-2021					
Service Description	**Mode of Service**	**Service Function Code**	**Rate**	**Units**	**Total Amount**
Case Management	15	01	$2.71	4,320	$11,708
Mental Health Services	15	10,30,40,45,50,58	$3.50	74,880	$262,080
Crisis Intervention	15	70	$5.21	4,320	$22,508
Medication Support	15	60	$6.47	4,320	$27,951
Total Maximum Amount FY 2020-21					**$324,247**

FY 2021-2022					
Service Description	**Mode of Service**	**Service Function Code**	**Rate**	**Units**	**Total Amount**
Case Management	15	01	$2.71	4,320	$11,708
Mental Health Services	15	10,30,40,45,50,58	$3.50	74,880	$262,080
Crisis Intervention	15	70	$5.21	4,320	$22,508
Medication Support	15	60	$6.47	4,320	$27,951
Total Maximum Amount FY 2021-22					**$324,247**

FY 2022-2023					
Service Description	**Mode of Service**	**Service Function Code**	**Rate**	**Units**	**Total Amount**
Case Management	15	01	$2.71	4,320	$11,708
Mental Health Services	15	10,30,40,45,50,58	$3.50	74,880	$262,080
Crisis Intervention	15	70	$5.21	4,320	$22,508
Medication Support	15	60	$6.47	4,320	$27,951
Total Maximum Amount FY 2022-23					**$324,247**

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such

services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA), which is based on the most recent State's Schedule of Maximum Allowances (SMA) as established by the State's Department of Mental Health. The SMA Schedule shall be used until COUNTY establishes the COUNTY'S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form acceptable by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit a Day Care Activity Report for Day Care Services and a Claim Form summarizing service costs, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: MCHDBHFinance@co.monterey.ca.us

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

V. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$1,000,025** for services rendered under this Agreement.

B. Funding Sources and Estimated Amounts per Fiscal Year. The County retains the right to adjust the funding sources as may be required.

Fiscal Year	MH Federal Financial Participation (FFP)	2011 Realignment-Early Periodic Screening, Diagnosis, and Treatment (EPSDT)	Total FY Amount
FY 2018-2019	$618.10	$264.90	$883.00
FY 2019-2020	$18,480.70	$7,920.30	$26,401.00
FY 2020-2021	$226,972.90	$97,274.10	$324,247.00
FY 2021-2022	$226,972.90	$97,274.10	$324,247.00
FY 2022-2023	$226,972.90	$97,274.10	$324,247.00
Total Amount	$700,017.50	$300,007.50	$1,000,025.00

C. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2018-19: March 4, 2019 - June 30, 2019	$883
FY 2019-20: July 1, 2019 - June 30, 2020	$26,401
FY 2020-21: July 1, 2020 - June 30, 2021	$324,247
FY 2021-22: July 1, 2021 - June 30, 2022	$324,247
FY 2022-23: July 1, 2022 - June 30, 2023	$324,247
TOTAL MAXIMUM LIABILITY	**$1,000,025**

D. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

E. f for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

F. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this

Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries and to Healthy Families subscribers diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services and/or Healthy Families services are submitted by CONTRACTOR to COUNTY.

   CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements.

COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.

G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.

I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.

J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.
2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.'

X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS

A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by

CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."

EXHIBIT C:
CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq*., 14100.2, and 10850, *et seq*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq.

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of $10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

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

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

	Koinonia Foster Homes, Inc. DBA Koinonia Homes for Teens
	Business Name of Contractor
DocuSigned by: Sam Golden 9731BFE68A3248A...	Sam Golden
Signature of Authorized Representative	Name of Authorized Representative (printed)
12/4/2020 | 2:50 PM PST	Executive Director
Date	Title of Authorized Representative

EXHIBIT D:
ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

A. ☐ Employs fewer than fifteen persons;

B. ☒ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Name	Koinonia Foster Homes, Inc. DBA Koinonia Homes for Teens	
Name of Designee	Sam Golden	
Title of Designee	Executive Director	
Street: P.O. Box 1403		
City: Loomis	State: CA	Zip: 95650
IRS Employer Identification Number	94-2792265	

I certify that the above information is complete and correct to the best of my knowledge and belief.

DocuSigned by:
Sam Golden
9731BFE68A3248A...
Signature of Contractor

12/4/2020 | 2:50 PM PST
Date _____/_____/_____

DocuSign Envelope ID: 7FBFE69B-A221-4390-B760-13185F2010C6

EXHIBIT E:
ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.

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- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Triqui and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

"Cultural Competence" is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.
(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

"Cultural Competence" is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.
(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.
(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.
(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Triqui, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth;

consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.

4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.

5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).

6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.

7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.

8. Ensure that 100% of staff, over a 3-year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

	Koinonia Foster Homes, Inc. DBA Koinonia Homes for Teens
	Contractor (Organization Name)
DocuSigned by: Sam Golden 9731BFE68A3248A...	Sam Golden
Signature of Authorized Representative	Name of Authorized Representative (printed)
12/4/2020 | 2:50 PM PST	Executive Director
Date	Title of Authorized Representative

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EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective **March 4, 2019** ("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and **Koinonia Foster Homes, Inc. DBA Koinonia Homes for Teens.** ("Business Associate") (each a "Party" and collectively the "Parties").

Business Associate provides certain services for Covered Entity ("Services") that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity ("PHI"). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* ("CMIA"), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules"). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI"), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. Definitions

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. Permitted Uses And Disclosures Of PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

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(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law , or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. Responsibilities Of The Parties With Respect To PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

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(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

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3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. Terms And Termination

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement

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if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. Miscellaneous

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Koinonia Foster Homes, Inc. DBA Koinonia Homes for Teens
P.O. Box 1403 Loomis, CA 95650
Attn: Sam Golden, CEO
Tel: (916) 652-5802
Fax: (916) 652-3979

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If to Covered Entity, to:
Monterey County Health Department/Behavioral Health Bureau
1270 Natividad Road Salinas, CA 93906
Attn: Lucero Robles, MSW, LCSW
Acting Behavioral Health Director
Tel: (831) 755-4509
Fax: (831) 755-4980

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

COUNTY OF MONTEREY, ON BEHALF OF THE HEALTH DEPARTMENT

By: _____

Print Name: Elsa M. Jimenez

Print Title: Director of Health

Date: _____

KOINONIA FOSTER HOMES, INC. DBA KOINONIA HOMES FOR TEENS

DocuSigned by:
By: Sam Golden
9731BFE68A3248A...

Print Name: Sam Golden

Print Title: Executive Director

Date: 12/4/2020 | 2:50 PM PST

BAA- Health Department Revised 12/12/2014

EXHIBIT G: COST REIMBURSEMENT INVOICE FORM

Contractor :	Koinonia Foster Homes, Inc. DBA Koinonia Homes for Teens
Address Line 1	P.O. Box 1403 Loomis, CA 95650
Address Line 2	
Tel. No.:	
Fax No.:	
Contract Term:	March 4, 2019 - June 30, 2023

Invoice Number :	
County PO No.:	
Invoice Period :	
Final Invoice :	(Check if Yes)

Service Description	Mode of Service	SFC	Procedure Code	Units of Service (UOS) Delivered to Date	Total UOS Delivered as of Last Period	UOS Delivered this Period	Negotiated Rate per Unit	Amount of UOS at Negotiated Rate	Dollar Amount Requested this Period	Total Dollar Amount Requested last Period	Dollar Amount Requested Year-to-Date
											$ -
										$ -	$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
TOTALS								$ -	$ -	$ -	$ -

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Send to: MCHDBHFinance@co.monterey.ca.us
Behavioral Health Claims Section

Behavioral Health Authorization for Payment

Authorized Signatory _____ Date _____

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KOINONIA FOSTER HOMES, INC. DBA
KOINONIA HOMES FOR TEENS
BUDGET AND EXPENDITURE REPORT
For Monterey County
Fiscal Year 2020-21

Program Name: _____ **AVATAR Program(s):** _____

Unduplicated Number of Clients Served: **Address:** _____

			Actual FY 2018-19	Estimates FY 2019-20	Budget FY 2020-21
A. PROGRAM REVENUES					
Monterey County Funds (Monterey County's Use):					
	Provisional Rates				
		Estimated Federal Financial Participation (FFP)			
	Cash Flow Advances				
				$ -	
Total Requested Monterey County Funds			$ -	$ -	$ -
Other Program Revenues			$ -	**$ -**	**$ -**
TOTAL PROGRAM REVENUES (equals Allowable Costs)			**$ -**	**$ -**	**$ -**

B. ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Monterey County clients allocated in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories list. CONTRACTOR is expected to be able to identify direct and indirect costs directly from its financial statements.

I. Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified specifically with a particular final cost objective.

	A. Mode Costs (Direct Services)	Actual FY 2018-19	Estimates FY 2019-20	Budget FY 2020-21
1	Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)	$ -	$ -	$ -
2	Payroll taxes			
3	Employee benefits			
4	Workers Compensation			
5	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			
6	Temporary Staffing			
7	Flexible Client Spending (please provide supporting documents)			
8	Travel (costs incurred to carry out the program)			
9	Employee Travel and Conference			
10	Communication Costs			
11	Utilities			

12	Cleaning and Janitorial			
13	Maintenance and Repairs - Buildings			
14	Maintenance and Repairs - Equipment			
15	Printing and Publications			
16	Memberships, Subscriptions and Dues			
17	Office Supplies			
18	Postage and Mailing			
19	Medical Records			
20	Data Processing			
21	Rent and Leases - equipment			
22	Rent and Leases - building and improvements (please identify the property address and method of cost allocation)			
23	Taxes and assessments (Please identify the property address and method of cost allocation)			
24	Interest in Other Long-term debts (please identify the property address and method of cost allocation)			
25	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County and must meet the criteria of a direct cost)			
26	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)			
27	Miscellaneous (please provide details)			
28	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)			
29	**Total Mode Costs**	**$ -**	**$ -**	**$ -**
B. Administrative Costs - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided.				
30	Salaries and Benefits			
31	Supplies			
32	Others - please provide details. Expense must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.			
33	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)			
34	**Total Administrative Costs**	**$ -**	**$ -**	**$ -**
35	**TOTAL DIRECT COSTS**	**$ -**	**$ -**	**$ -**

II Indirect Cost Centers - include all costs that are incurred for a common or joint purpose benefitting more than one final cost objective, that are not readily assignable to the cost objective specifically benefitted without effort disproportionate to the results achieved. The indirect cost centers correspond directly with the expense accounts defined in the Accounting Standards and Procedures for Counties, which is published by the California State Controller's Office.

	INDIRECT COSTS	**Actual FY 2018-19**	**Estimates FY 2019-20**	**Budget FY 2020-21**
36	Equipment (purchase price of less than $5000)	$ -	$ -	$ -
37	Rent and Leases - equipment			
38	Rent and Leases - building and improvements			
39	Taxes and assessments			
40	Insurance and Indemnity			
41	Maintenance - equipment			
42	Maintenance - building and improvements			
43	Utilities			
44	Household Expenses			
45	Interest in Bonds			
46	Interest in Other Long-term debts			

47	Other interest and finance charges			
48	Contracts Administration			
49	Legal and Accounting (when required for the administration of the County Programs)			
50	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)			
51	Data Processing			
52	Personnel Administration			
53	Medical Records			
54	Other Professional and Specialized Services			
55	Transportation and Travel			
56	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)			
57	**Total Indirect costs**	**$ -**	**$ -**	**$ -**
63	**Total Allowable Costs**	**$ -**	**$ -**	**$ -**
COST REPORT INFORMATION:			**Estimates FY 2019-20**	**Budget FY 2020-21**
64	Land			
65	Buildings and Improvements			
66	Equipment (purchase price of $5000 or more)			
67	Total	0		

We hereby certify to the best of our knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature **Date** **Finance Director's Signature** **Date**

Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

TITLE OF POSITION	Annual Salary/Wage	FTE (Full Time Employee)	TOTAL
Sample: Social Worker	$ 45,000	0.75	$ 33,750
			$ -
			$ -
			$ -
			$ -
			$ -
Total Salaries and Wages			$ -

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EXHIBIT I: ANNUAL REPORT(S), COST REPORT SETTLEMENT, AND AUDIT

I. ANNUAL REPORT(S)

A. For each fiscal year or portion thereof that this Agreement is in effect, CONTRACTOR shall provide COUNTY with accurate and complete Annual Report(s) known as the State Cost Report, the Annual Mental Health Services Act (MHSA) Revenue and Expenditure Reports, and the Annual Report(s), as applicable and required by the COUNTY (numbered (1)-(3) in Section XIV (A) in electronic forms and hard copies along with duly signed Provider's Certification and copy of audited financial statement and/or other supporting documents that the COUNTY may require, by the due date specified in this Exhibit I, Section I., Paragraph C.

B. An accurate and complete State Cost Report and/or Annual MHSA Revenue and Expenditure Report shall be defined as Annual Report(s) which is (are) completed to the best of the ability of CONTRACTOR on such forms or in such formats as specified by the COUNTY and consistent with such instructions as the COUNTY may issue and are based on the best available data and based on the CONTRACTOR'S Financial Summary applicable to the fiscal year. Further, CONTRACTOR shall certify under penalty of perjury that the CONTRACTOR has not violated any of the provisions of Section 1090 through 1096 of the Government Code and with respect to MHSA funding; is in compliance with California Code of Regulations, Title 9, Division 1, Chapter 14, Article 4, Section 3410, Non-Supplant and Article 5, Section 3500, non-Supplant Certification and Reports; that the amount for which reimbursement is claimed in the Annual Report(s) is in accordance with Chapter 3, Part 2. Division 5 of the Welfare and Institutions Code; and WIC Section 5891 and that to the best of the CONTRACTOR'S knowledge and belief the information on Annual Report(s) is (are) in all respects, correct, and in accordance with the law.

C. The Annual Report(s) shall be due on September 15th for the fiscal year ending on the previous June 30th or seventy-five (75) days following the expiration or termination date of this Agreement, or forty-five (45) days after the COUNTY transmits the cost report template electronically to the CONTRACTOR, whichever occurs later. Should the due date fall on a weekend, such report(s) shall be due on the following business day.

1. Failure to submit the Annual Report(s) within thirty (30) calendar days after the due date specified in this Exhibit I, Section I, Subsection (C) is a breach of this Agreement. In addition to, and without limiting, any other remedy available to the COUNTY for such breach, COUNTY may undertake any or all of the following to remedy such breach:

   a. COUNTY, in its sole and absolute discretion, may disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S Annual Report(s) is (are) outstanding or withhold payment(s) for reimbursements payable pursuant to Section III (A) to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR until the Annual Report(s) is (are) submitted. If COUNTY exercises its discretion to disallow claim(s) or

withhold payment(s), COUNTY shall give CONTRACTOR written notice, during the thirty (30) calendar days after the due date specified in this Exhibit I, Section I, Subsection (C), of its intention to disallow claim(s) or withhold payment(s) as of the date specified in the notice, including the reason(s) for its intended action. Thereafter, CONTRACTOR, within the time specified in the notice, shall submit the Annual Report(s) to avoid disallowance of claims or withholding of payments.

b. In such instance that CONTRACTOR does not submit the Annual Report(s) by thirty (30) calendar days after the applicable due date specified in this Exhibit I, Section I, Subsection (C), COUNTY, in its sole and absolute discretion, may deem as due and owing to COUNTY by CONTRACTOR all amounts paid pursuant to Section III (A) by COUNTY to CONTRACTOR for services/activities for the fiscal year(s) for which the Annual Report(s) is (are) outstanding. CONTRACTOR shall pay COUNTY according to the method described in this Exhibit I, Section IV (Method of Payments for Amounts Due to COUNTY). Such payments shall be submitted to the persons at the address identified in the COUNTY invoice.

D. The Annual Report(s) shall be prepared by the CONTRACTOR in accordance with the instructions, rules, policies and procedures established by the Federal governments, State and COUNTY.

II. COST REPORT SETTLEMENT

A. CONTRACTOR shall submit the CONTRACTOR'S Year-End Cost Report Settlement with the COUNTY based on the Annual Report(s) submitted pursuant to this Exhibit I of this Agreement, for the fiscal year(s) for which the CONTRACTOR'S Year-End Cost Report Settlement is (are) outstanding.

1. Failure to submit the CONTRACTOR'S Year-End Cost Report Settlement within thirty (30) calendar days after the due date specified by written notice of the COUNTY is a breach of this Agreement. In addition to, and without limiting, any other remedy available to the COUNTY for such breach, COUNTY may undertake any or all of the following to remedy such breach:

a. COUNTY, in its sole and absolute discretion, may disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S Year-End Cost Report Settlement is outstanding or withhold payment(s) for reimbursements payable pursuant to Section III (A) to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR until the CONTRACTOR'S Year-End Cost Report Settlement is submitted. If COUNTY exercises its discretion to disallow claim(s) or withhold payment(s), COUNTY shall give CONTRACTOR written notice, during the thirty (30) calendar days after the due date specified by the COUNTY, of its intention to disallow claim(s) or withhold payment(s) as of the date specified in the notice, including the reason(s) for its intended action. Thereafter, CONTRACTOR, within

the time specified in the notice, shall submit the CONTRACTOR'S Year-End Cost Report Settlement to avoid disallowance of claim(s) or withholding of payment(s).

b. In such instance that CONTRACTOR does not submit the CONTRACTOR'S Year-End Cost Report Settlement by thirty (30) calendar days after the applicable due date specified by written notice of the COUNTY, COUNTY, in its sole and absolute discretion, may deem as due and owing to COUNTY by CONTRACTOR all amounts paid pursuant to Section III (A) by COUNTY to CONTRACTOR for services/activities for the fiscal year(s) for which the CONTRACTOR'S Year-End Cost Report Settlement is outstanding. CONTRACTOR shall pay COUNTY according to the method described in this Exhibit I, Section IV (Method of Payments for Amounts Due to COUNTY). Such payments shall be submitted to the persons at the address identified in the COUNTY invoice.

B. All payments made to the CONTRACTOR and the actual Federal Financial Participation (FFP) revenue generated by the CONTRACTOR shall be reconciled with CONTRACTOR'S Year-End Cost Report Settlement and/or State Cost Report Settlement. CONTRACTOR'S Year-End Cost Report Settlement shall be based upon the allowable costs as stipulated in Exhibit B, Section VI, Subsection B, less any deductible revenues collected by CONTRACTOR from other payor sources. FFP revenue shall be based upon the FFP claimed by the CONTRACTOR in accordance to the provision of Exhibit B and the reconciled amount of FFP as reflected in the State Cost Report Settlement. Such settlement shall be subject to the terms and conditions of this Agreement and all other applicable Federal, State and local statutes, regulations, policies, procedures and/or other requirements. In addition, audit procedures may be performed by the COUNTY in accordance with the Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

C. COUNTY shall issue its findings regarding CONTRACTOR'S Year-End Cost Report Settlement and/or State Cost Report Settlement ("COUNTY'S Findings") at any time after the COUNTY received the calculation of the cost settlement from the CONTRACTOR and/or COUNTY completed the State Cost Settlement process.

1. As part of its cost report settlement, COUNTY shall identify any amounts due to CONTRACTOR by the COUNTY or due from the CONTRACTOR to the COUNTY.

2. Upon issuance of the COUNTY'S Findings, CONTRACTOR may, within thirty (30) calendar days, submit a written request to the COUNTY for review of the Findings.

a. Upon receipt by COUNTY of the CONTRACTOR'S written request, the COUNTY shall, within thirty (30) calendar days, meet with the CONTRACTOR to review the COUNTY'S Findings and to consider any documentation or information presented by the CONTRACTOR. CONTRACTOR may waive such meeting and elect to proceed based on written submission at its sole discretion.

b. Within thirty (30) calendar days of the meeting specified in Subsection C., 2., a. above, or if no meeting is requested, within thirty (30) calendar days of the

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issuance of the COUNTY'S Findings, COUNTY shall issue a final cost report settlement finding to the CONTRACTOR including confirming or adjusting any amounts due to CONTRACTOR by the COUNTY or due from CONTRACTOR to the COUNTY.

3. In the event that the COUNTY'S Findings indicates that the CONTRACTOR is due payment from the COUNTY, COUNTY shall make payment to CONTRACTOR within thirty (30) calendar days following the expiration of the date to request a review as specified in Paragraph C., 2. above or issuance of the COUNTY'S Findings as specified in Paragraph C., 2., b. above, whichever is later.

4. In the event that the COUNTY'S Findings indicates that the CONTRACTOR owes payments to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) calendar days following the expiration of the date to request a review as specified in Paragraph C., 2. above or issuance of the COUNTY'S Findings as specified in Paragraph C., 2. b. above, whichever is later. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

5. Regardless of any other provision of this Section II, reimbursement to CONTRACTOR shall not exceed the Maximum Contract Amount and shall not exceed the Maximum Program Amount for each Funded Program, as identified in Exhibit B.

III. COST REPORT TRAINING

CONTRACTOR shall attend a one-time mandatory cost report training provided by the COUNTY. COUNTY shall provide further cost report training as needed and/or as required according to changes in the State cost report requirements. Failure by the CONTRACTOR to attend the one-time mandatory cost report training, and subsequent training(s), as needed and requested by the COUNTY, may result in disallowance of any claims for payment. If CONTRACTOR continues to neglect attendance to scheduled training(s), claims for payment shall be disallowed due to delayed training completion or non-compliance.

IV. AUDIT(S) AND AUDIT APPEALS

A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the Monterey County's Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.

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B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.

C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.

1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.

2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.

3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section IV (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

1. For Federal audit exceptions, Federal audit appeal processes shall be followed.

2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.

3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.

a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.

b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.

E. Not withstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.

F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section IV (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

V. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY

A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

1. paid in one cash payment by CONTRACTOR to COUNTY;
2. deducted from future claims over a period not to exceed six (6) months;
3. deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;
4. paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; or
5. a combination of any or all of the above.

B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-15095
a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement for the term retroactive to March 4, 2019 through June 30, 2023 with Koinonia Foster Homes, Inc. DBA Koinonia Homes for Teens for the provision of mental health services in the amount of $883 for Fiscal Year (FY) 2018-19; $26,401 for FY 2019-20; $324,247 for FY 2020-21; $324,247 for FY 2021-22; and $324,247 for FY 2022-23, for a total Agreement amount not to exceed $1,000,025; and
b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) ($100,002.50) of the original Agreement amount and do not significantly change the scope of services.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: A 20-523
Agenda Item No.: 33

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

Julian Lorenzana, Deputy

Monterey County

Item No.34

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

Board Report

Legistar File Number: A 21-011

January 26, 2021

Introduced: 1/5/2021

Current Status: Passed - Health Department

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 3 to Agreement A-13816 between Clinica de Salud del Valle de Salinas (CSVS) and the County of Monterey, on behalf of the Monterey County Health Department, Behavioral Health Bureau for the purpose of referral to behavioral health services for CSVS patients, retroactive to November 1, 2020, for a revised term of November 1, 2017 through October 31, 2022; and
b. Continue to accept non-standard risk provisions (indemnity, insurance) as recommended by the Director of Health; and
c. Authorize the Director of Health or Assistant Director of Health to sign up to two additional amendments to the Agreement, subject to County Counsel approval.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve delegation of authority to the Director of Health or Assistant Director of Health to execute Amendment No. 3 to Agreement A-13816 between Clinica de Salud del Valle de Salinas (CSVS) and the County of Monterey, on behalf of the Monterey County Health Department, Behavioral Health Bureau for the purpose of referral to behavioral health services for CSVS patients, retroactive to November 1, 2020, for a revised term of November 1, 2017 through October 31, 2022; and
b. Continue to accept non-standard risk provisions (indemnity, insurance) as recommended by the Director of Health; and
c. Authorize the Director of Health or Assistant Director of Health to sign up to two additional amendments to the Agreement, subject to County Counsel approval.

SUMMARY:
This proposed Amendment No. 3 to Agreement A-13816, retroactive to November 1, 2020 , for a revised term of November 1, 2017 through October 31, 2022, between Clinica de Salud del Valle de Salinas (CSVS) and the County of Monterey, identifies the roles and responsibilities of each party with respect to referrals to behavioral health services for CSVS patients.

DISCUSSION:
CSVS, a California non-profit corporation, is a federally qualified health center providing primary care services in Monterey County. The Agreement was developed in the interest of collaborating for more effective behavioral health treatment of CSVS patients who are exhibiting mental health challenges and/or substance abuse issues, while clearly defines the roles and responsibilities of CSVS and the Monterey County Health Department's Behavioral Health Bureau with respect to patient referrals.

This Agreement contains no indemnity provision. It contains a non-standard comprehensive liability coverage and professional liability provision. This is because the Federally Supported Health Centers Assistance Act of 1992 and 1995 grants medical malpractice liability protection to HRSA-supported health centers such as CSVS through the Federal Tort Claims Act (FTCA). Under the Act, health centers are considered Federal employees and are immune from lawsuits, with the Federal government acting as their primary insurer.

This work supports the Monterey County Health Department 2018-2022 strategic plan initiatives: 1. Empower the community to improve health through programs, policies, and activities; and 2. Enhance community health and safety by emphasizing prevention. It also supports one of the ten essential public health services, specifically: 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:
County Counsel and the Auditor-Controller have reviewed and approved the proposed Agreement as to Legal Form; there are no fiscal provisions in this proposed Agreement. Risk Management has reviewed but not approved the lack of an indemnity provision and the non-standard insurance provision.

FINANCING:
Approval of this Agreement will have no impact on the County General Fund.

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: Alica Hendricks, Management Analyst III, 755-1295

Approved by:

_____Date:_____
Elsa M. Jimenez, Director of Health, 755-4526

Attachments:
Amendment No 3 is on file with the Clerk of the Board
Amendment No 2 is on file with Clerk of the Board
Amendment No 1 is on file with the Clerk of the Board
Agreement is on file with Clerk of the Board

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Introduced: 1/5/2021 **Current Status:** Agenda Ready
Version: 1 **Matter Type:** BoS Agreement

a. Approve delegation of authority to the Director of Health or Assistant Director of Health to execute Amendment No. 3 to Agreement A-13816 between Clinica de Salud del Valle de Salinas (CSVS) and the County of Monterey, on behalf of the Monterey County Health Department, Behavioral Health Bureau for the purpose of referral to behavioral health services for CSVS patients, retroactive to November 1, 2020, for a revised term of November 1, 2017 through October 31, 2022; and
b. Continue to accept non-standard risk provisions (indemnity, insurance) as recommended by the Director of Health; and
c. Authorize the Director of Health or Assistant Director of Health to sign up to two additional amendments to the Agreement, subject to County Counsel approval.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve delegation of authority to the Director of Health or Assistant Director of Health to execute Amendment No. 3 to Agreement A-13816 between Clinica de Salud del Valle de Salinas (CSVS) and the County of Monterey, on behalf of the Monterey County Health Department, Behavioral Health Bureau for the purpose of referral to behavioral health services for CSVS patients, retroactive to November 1, 2020, for a revised term of November 1, 2017 through October 31, 2022; and
b. Continue to accept non-standard risk provisions (indemnity, insurance) as recommended by the Director of Health; and
c. Authorize the Director of Health or Assistant Director of Health to sign up to two additional amendments to the Agreement, subject to County Counsel approval.

SUMMARY:
This proposed Amendment No. 3 to Agreement A-13816, retroactive to November 1, 2020 , for a revised term of November 1, 2017 through October 31, 2022, between Clinica de Salud del Valle de Salinas (CSVS) and the County of Monterey, identifies the roles and responsibilities of each party with respect to referrals to behavioral health services for CSVS patients.

DISCUSSION:
CSVS, a California non-profit corporation, is a federally qualified health center providing primary care services in Monterey County. The Agreement was developed in the interest of collaborating for more effective behavioral health treatment of CSVS patients who are exhibiting mental health challenges and/or substance abuse issues, while clearly defines the roles and responsibilities of CSVS and the Monterey County Health Department's Behavioral Health Bureau with respect to patient referrals.

This Agreement contains no indemnity provision. It contains a non-standard comprehensive liability

coverage and professional liability provision. This is because the Federally Supported Health Centers Assistance Act of 1992 and 1995 grants medical malpractice liability protection to HRSA-supported health centers such as CSVS through the Federal Tort Claims Act (FTCA). Under the Act, health centers are considered Federal employees and are immune from lawsuits, with the Federal government acting as their primary insurer.

This work supports the Monterey County Health Department 2018-2022 strategic plan initiatives: 1. Empower the community to improve health through programs, policies, and activities; and 2. Enhance community health and safety by emphasizing prevention. It also supports one of the ten essential public health services, specifically: 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:
County Counsel and the Auditor-Controller have reviewed and approved the proposed Agreement as to Legal Form; there are no fiscal provisions in this proposed Agreement. Risk Management has reviewed but not approved the lack of an indemnity provision and the non-standard insurance provision.

FINANCING:
Approval of this Agreement will have no impact on the County General Fund.

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: Alica Hendricks, Management Analyst III, 755-1295

Approved by:

DocuSigned by:
C7A30BA59CA8423...
Date: 1/11/2021 | 4:23 PM PST

Elsa M. Jimenez, Director of Health, 755-4526

Attachments:
Amendment No 3 is on file with the Clerk of the Board
Amendment No 2 is on file with Clerk of the Board
Amendment No 1 is on file with the Clerk of the Board
Agreement is on file with Clerk of the Board

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AMENDMENT NO. 3
TO
AGREEMENT A-13816
BY AND BETWEEN
CLINICA DE SALUD DEL VALLE DE SALINAS
AND
THE COUNTY OF MONTEREY, ON BEHALF OF THE MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU

This Amendment No. 3 to the AGREEMENT A-13816 is made and entered into between Clinica de Salud del Valle de Salinas, Inc. (CSVS) and the County of Monterey, on behalf of the Monterey County Health Department, Behavioral Health Bureau("MCHD-BH").

WHEREAS, CSVS and MCHD-BH entered into AGREEMENT A-13816 for the term of November 1, 2017 through October 31, 2018 for the referral of CSVS patients to the MCHD-BH; and,

WHEREAS CSVS and MCHD-BH entered in Amendment No. 1 to the AGREEMENT for the term of November 1, 2018 until October 31, 2020; and,

WHEREAS CSVS and MCHD-BH entered in Amendment No. 2 to the AGREEMENT to add provisions regarding CSVS access to data and information regarding the services provided under this AGREEMENT; and,

WHEREAS CSVS requests Amendment No. 3 to the AGREEMENT A-13816 to extend the term of the AGREEMENT for two (2) additional years.

NOW THEREFORE, County and CSVS hereby agree to amend AGREEMENT A-13816 as follows:

1. **ARTICLE 1 TERM AND TERMINATION, Section 1. Term, shall be amended by removing** "This Agreement shall become effective on November 1, 2017 (the "Effective Date") and shall continue until October 31, 2020 (the "Expiration date") subject to the termination provisions of this Agreement", **and replacing it with** "This Agreement shall become effective on November 1, 2017 (the "Effective Date") and shall continue until October 31, 2022 (the "Expiration date") subject to the termination provisions of this Agreement.

2. Except as provided herein, all remaining terms, conditions and provisions of AGREEMENT A-13816 are unchanged and unaffected by this Amendment No. 3,

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and shall remain in full force and effect as set forth in the AGREEMENT.

3. A copy of this Amendment No. 3 shall be attached to the original AGREEMENT A-13816 and Amendments Nos. 1 and 2 executed by the County on December 22, 2017, August 9, 2018 and July 26, 2019 respectively.

(the remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, County and CSVS have executed this Amendment No. 3 to AGREEMENT A-13816 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Director of Health

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form

By: DocuSigned by: Marina Pantchenko 65EE9F1502BD412...
County Counsel

Date: 12/17/2020 | 10:21 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Gary Giboney D3834BFEC1D8449...
Auditor/Controller

Date: 12/17/2020 | 10:22 AM PST

Approved as to Liability Provisions

By: _____
Risk Management

Date:

LA CLINICA DE SALUD DEL VALLE DE SALINAS

By: _____
Maximiliano Cuevas, MD, FACOG
Chief Executive Officer

Date: 11/23/20

By: _____
Harold McCoy
Chief Financial Officer

Date: 11/25/2020

*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.

AMENDMENT NO. 2
TO
AGREEMENT A-13816
BY AND BETWEEN
CLINICA DE SALUD DEL VALLE DE SALINAS
AND
THE COUNTY OF MONTEREY, ON BEHALF OF THE MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU

This Amendment No. 2 to the AGREEMENT A-13816 is made and entered into between Clinica de Salud del Valle de Salinas, Inc. (CSVS) and the County of Monterey, on behalf of the Monterey County Health Department, Behavioral Health Bureau ("MCHD-BH").

WHEREAS, CSVS and MCHD-BH entered into AGREEMENT A-13816 for the term of November 1, 2017 through October 31, 2018 for the referral of CSVS patients to the MCHD-BH; and,

WHEREAS, CSVS and MCHD-BH entered into AMENDMENT No. 1 to AGREEMENT A-13816 extending the term of the AGREEMENT for two (2) additional years;

WHEREAS, CSVS requests AMENDMENT No. 2 to the AGREEMENT A-13816 to add provisions regarding CSVS access to data and information regarding the services provided under this AGREEMENT;

NOW THEREFORE, County and CSVS hereby agree to amend AGREEMENT A-13816 in the following manner:

1. **ARTICLE II RESPONSIBILITIES, Section 2.1 Responsibilities of MCHD-BH**, shall be amended by adding the following provisions:
    - "Notify CSVS in writing within twenty-four (24) hours after the occurrence of the following: any adverse federal, state or local licensure actions relating to MCHD-BH's professional competence of conduct, including, but not limited to revocation, suspension, reprimand, censure or probation, and; any negative actions or findings by any private accreditation organization from which MCHD-BH has received any accreditation;
    - Upon written request from CSVS, MCHD-BH agrees to permit CSVS to inspect and/or duplicate, at CSVS's sole cost and expense, data and information regarding the services provided under this Agreement to the extent necessary to meet CSVS's responsibilities under applicable Federal financial and reporting requirements; provided, however, such inspection or

duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. CSVS shall be solely responsible for maintaining patient confidentiality with respect to any data or information that CSVS obtains pursuant to this Section. MCHD-BH shall take all reasonable steps necessary to preserve such data and information subject to any retention obligations imposed on a party by law or regulation. Should MCHD-BH cease operations, MCHD-BH shall promptly coordinate with CSVS for the storage or transfer of such data and information in a manner that will allow CSVS to continue to access such data and information."

2. **ARTICLE II RESPONSIBILITIES, Section 2.2 Responsibilities of CSVS**, shall be amended by adding the following provision:

   - "Federally Qualified Health Center (FQHC) clinics are required by the Health Resources and Services Agency (HRSA) under Section 330(k) (3) (G) of the PHS Act and 42 CFR Part 5lc.303 (f) to prepare a schedule of fees or payments for the provision of its services consistent with locally prevailing rates or charges and designed to cover its reasonable costs of operation. Sliding Scale Discount Fees shall be available for patients who are uninsured or underinsured and are at or below 200% of the Federal Poverty Level to assist with the costs of their care. Individuals and families who are at or below 200% will be offered the discount based on their income and family size. Underinsured individuals who have or are eligible for public or private health insurance also qualify for the SFDS based on income and family size. These underinsured individuals may not pay more than uninsured patients in the same income category."

3. **ARTICLE IV CONFIDENTIALITY, shall be amended by removing** "CSVS and the MCHD-BH shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, "HIPAA," the obligations collectively referred to herein as "HIPAA Obligations"), **and replacing it with** "**Confidentiality of Health Records:** The parties acknowledge that the U.S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information obtained, created, or maintained by certain entities, including healthcare providers (the "HIPAA Privacy Rule"). It is not currently anticipated that any individually identifiable health records will be made available to, or used by, the County. If at any time such records are available to the County it is understood that the County will enter into a Business

Associate Agreement that complies with the requirements of the HIPAA Privacy Rule."

4. **ARTICLE V GENERAL PROVISIONS** shall be amended to include the following provision: "This AGREEMENT does not include exchange of funds between Parties."

5. Except as provided herein, all remaining terms, conditions and provisions of AGREEMENT A-13816 are unchanged and unaffected by this AMENDMENT No. 2 and shall remain in full force and effect as set forth in the AGREEMENT.

6. A copy of this AMENDMENT No. 2 shall be attached to the original AGREEMENT A-13816 executed by the County on December 22, 2017.

(The remainder of this page is intentionally left blank.)

COUNTY OF MONTEREY

By: _____
Director of Health

Date: 7/30/19

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form

By: _____
County Counsel

Date: 7/26/19

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 7-26-19

LA CLINICA DE SALUD DEL VALLE DE SALINAS

By: _____
(Signature of Chair, President, or Vice-President)

Maximiliano Cuevas, MD, CEO
Name and Title

Date: 7/17/19

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

HAROLD McCOY, CFO
Name and Title

Date: 7/17/19

IN WITNESS WHEREOF, County and CSVS have executed this AMENDMENT No. 2 to AGREEMENT A-13816 as of the day and year written below.

*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.

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AMENDMENT NO. 1
TO
AGREEMENT A-13816
BY AND BETWEEN
CLINICA DE SALUD DEL VALLE DE SALINAS
AND
THE COUNTY OF MONTEREY, ON BEHALF OF THE MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU

This Amendment No. 1 to the AGREEMENT A-13816 is made and entered into between Clinica de Salud del Valle de Salinas, Inc. (CSVS) and the County of Monterey, on behalf of the Monterey County Health Department, Behavioral Health Bureau ("MCHD-BH").

WHEREAS, CSVS and MCHD-BH entered into AGREEMENT A-13816 for the term of November 1, 2017 through October 31, 2018 for the referral of CSVS patients to the MCHD-BH; and,

WHEREAS, CSVS requests Amendment No. 1 to the AGREEMENT A-13816 to extend the term of the AGREEMENT for two (2) additional years.

NOW THEREFORE, County and CSVS hereby agree to amend AGREEMENT A-13816 as follows:

1. **ARTICLE 1 TERM AND TERMINATION, Section 1. Term, shall be amended by removing** "This Agreement shall become effective on November 1, 2017 (the "Effective Date") and shall continue until October 31, 2018 (the "Expiration date") subject to the termination provisions of this Agreement", **and replacing it with** "This Agreement shall become effective on November 1, 2017 (the "Effective Date") and shall continue until October 31, 2020 (the "Expiration date") subject to the termination provisions of this Agreement.

2. Except as provided herein, all remaining terms, conditions and provisions of AGREEMENT A-13816 are unchanged and unaffected by this Amendment No. 1, and shall remain in full force and effect as set forth in the AGREEMENT.

3. A copy of this Amendment No. 1 shall be attached to the original AGREEMENT A-13816 executed by the County on December 22, 2017.

IN WITNESS WHEREOF, County and CSVS have executed this Amendment No. 1 to AGREEMENT A-13816 as of the day and year written below.

COUNTY OF MONTEREY

By: _____ for
Director of Health

Date: 08/13/18

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form

By: _____
County Counsel

Date: 8/9/18

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 8-9-18

CLINICA DE SALUD DEL VALLE DE SALINAS

By: _____
(Signature of Chair, President, or Vice-President)

MAXIMILIANO CUEVAS, MD, CEO
Name and Title

Date: 07/30/2018

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

HAROLD McCoy, CFO
Name and Title

Date: 7/30/18

*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.

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Clinica de Salud del Valle de Salinas
and
the County of Monterey,
on behalf of the Monterey County Health Department, Behavioral Health Bureau
Agreement

This Agreement is entered into between Clinica de Salud del Valle de Salinas, Inc. (CSVS) and the County of Monterey, on behalf of the Monterey County Health Department, Behavioral Health Bureau ("MCHD-BH") effective November 1, 2017. Each signatory to this MOU may be referred to as a "Party," and collectively as "Parties."

WHEREAS, MCHD-BH, a Bureau of the Health Department that provides behavioral health services in Monterey County, and

WHEREAS, CSVS, a California nonprofit corporation, is a federally qualified health center providing primary care in Monterey County, and

WHEREAS, in the interest of collaborating for more effective treatment, MCHD-BH and CSVS will work together to serve CSVS patients who are residents of Monterey County whom are exhibiting mental health challenges and/or substance abuse issues that interfere with their ability to maintain good overall health.

WHEREAS the Parties desire to enter into an agreement that clearly identifies the roles and responsibilities of each Party with respect to the implementation of referral to Behavioral Health Services for CSVS patients.

ARTICLE I
TERM AND TERMINATION

1.1 **Term.** This Agreement shall become effective on November 1, 2017 (the **"Effective Date"),** and shall continue until October 31, 2018 (the **"Expiration Date"),** subject to the termination provisions of this Agreement.

1.2 **Termination for Cause.** Either Party shall have the right to terminate this Agreement upon breach of this Agreement by the other Party where the breach is not cured within thirty (30) calendar days after one Party gives written notice of the breach to the other Party.

1.3 **Termination without Cause.** Either Party may terminate this Agreement without cause, expense or penalty, effective thirty (30) calendar days after written notice of termination is given to the other Party.

1.4 Renewal. This Agreement may be renewed by mutual written agreement.

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ARTICLE II
RESPONSIBILITIES

2.1. Responsibilities of MCHD-BH. MCHD-BH shall:

- Maintain all licenses, certifications or registrations, as verified through a credentialing process, in accordance with all applicable federal, state and local laws which are necessary and required to competently provide the services covered by this Agreement.
- Serve CSVS patients who are residents of Monterey County at MCHD-BH facilities and who meet the "Medical Necessity Criteria" as established in Title 9, California Code of Regulations, Chapter 11, Medi-Cal Specialty Mental Health Services (see Exhibit A).
- Refer CSVS patients who are referred to MCHD-BH and who do **not** meet the above criteria to the Central California Alliance for Health's Managed Behavioral Health Organization (Beacon Health Strategies), which is responsible for the arrangement and provision of outpatient mental health services for their members with mild to moderate impairment of mental, emotional, or behavioral functioning resulting from a mental health condition.
- Not discriminate by payor source.
- Document patient encounters in MCHD-BH Electronic Medical Record only.
- Submit documentation and report of patient encounter to CSVS referring physician.
- Bill State of California Med-Cal and other payors for services provided to patients referred by CSVS who meet medical necessity criteria for specialty mental health services.
- Initiate referrals back to CSVS of patients referred under this Agreement who require follow-up primary care services.
- Ensure all patients referred under this Agreement will be eligible for the following minimum discounts with respect to the referred services:
    - A full discount for individuals and families with annual incomes at or below 100 percent of the current federal poverty guidelines, except that nominal charges for service may be collected from such individuals and families where imposition of such fees is consistent with project goals;
    - Partial discounts for individuals and families with incomes above 100 percent of the current federal poverty guidelines and at or below 200 percent of the current federal poverty guidelines that adjust in accordance with income; and

- No discounts to individuals and families with annual incomes above 200 percent of the current federal poverty guidelines.

2.2. Responsibilities of CSVS. CSVS shall:

- Be responsible for the act of referral and any follow-up care provided by CSVS subsequent to the referral.
- Initiate referrals under this Agreement based on the determination of the patient's treating physician.
- Provide MCHD-BH orientation with required information confidentiality statements.
- Provide a monthly report of patient referrals to MCHD-BH.

ARTICLE III
INSURANCE

3.1 Comprehensive Liability Coverage and Professional Liability Coverage. Each Party shall maintain insurance or a self-insurance program with financially-sound and reputable companies; each party shall carry healthcare entity comprehensive liability coverage with minimum limits of $1 Million ($1,000,000) per occurrence and a general aggregate of $3 Million ($3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then each party shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period. At any time during the term of this Agreement, if CSVS is not covered under the Federal Tort Claims Act ("FTCA"), CSVS shall obtain and maintain, at CSVS's sole cost and expense, professional liability insurance covering CSVS and its employees in the minimum amount of One Million Dollars ($1,000,000) for each occurrence and Three Million Dollars ($3,000,000) in the aggregate per year. Such insurance shall be primary with respect to covering the acts and omissions of CSVS employees. Notwithstanding the foregoing, the above insurance requirements in this section 3.1 shall be deemed satisfied by CSVS for so long as CSVS continues to be deemed a covered entity under Section 224(a) of the Public Health Services Act entitled to liability protection under the FTCA, or under alternative benefits provided by the United States where the availability of such benefits precludes a remedy under the FTCA. CSVS represents and warrants that FTCA coverage is occurrence-based coverage.

3.2 In addition, each Party shall maintain in effect throughout term of this Agreement a policy or policies of insurance or self-insurance with the following minimum limits of liability:

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

- Workers' Compensation Insurance, if each Party 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.

3.3 Except for ten (10) days' notice of non-payment, the Parties will require 30 days written notice if the policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

ARTICLE IV
CONFIDENTIALITY

CSVS and the MCHD-BH shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, "HIPAA," the obligations collectively referred to herein as "HIPAA Obligations").

ARTICLE V
GENERAL PROVISIONS

5.1 PARTICIPATION IN SIMILAR ACTIVITES: This Agreement in no way restricts the MCHD-BH or CSVS from participating in similar activities with other public or private agencies, organizations, and individuals.

5.2 RESPONSIBILITY OF PARTIES: The MCHD-BH and CSVS and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner.

5.3 PRINCIPAL CONTACTS: The principal contacts for this Agreement are:

- **MCHD-BH Contact**: Elsa M. Jimenez, MPH, Director of Health, 1270 Natividad Rd, Salinas, CA 93906, (831) 755-4526, Jimenezem@co.monterey.ca.us
- **CSVS Contact**: Maximiliano Cuevas, MD, FACOG, Chief Executive Officer, 440 Airport Boulevard, Salinas, CA, 93905, (831) 757-8689 mcuevas@csvs.org

5.4 AUTHORIZED REPRESENTATIVES: By signature below, CSVS and MCHD-BH certifies that the individuals listed in this document as representatives of the Parties are authorized to act in their respective areas for matters related to this agreement.

(the remainder of this page is left intentionally blank)

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

COUNTY OF MONTEREY

By: _____
Director of Health

Date: 12/22/2017

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form [1]

By: _____
Deputy County Counsel

Date: 10/18/17

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller

Date: 10/27/17

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

LA CLINICA DE SALUD DEL VALLE DE SALINAS

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

MAXIMILIANO CUELLAR, MD, CEO
Name and Title

Date: 9/18/2017

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

HAROLD McCoy, CFO
Name and Title

Date: 9/18/17

EXHIBIT A: Medical Necessity Criteria

Title 9, California Code of Regulations, Chapter 11, Medi-Cal Specialty Mental Health Services

Section 1830.205

Medical Necessity Criteria for MHP Reimbursement of Specialty Mental Health Services.

(a) The following medical necessity criteria determine Medi-Cal reimbursement for specialty mental health services that are the responsibility of the MHP under this Subchapter, except as specifically provided.
(b) The beneficiary must meet criteria outlined in Subsections (1)-(3) below to be eligible for services:

(1) Have one of the following diagnoses in the Diagnostic and Statistical Manual of Mental Disorders, DSM-IVE, Fourth Edition (1994), published by the American Psychiatric Association:
(A) Pervasive Developmental Disorders, except Autistic Disorders
(B) Disruptive Behavior and Attention Deficit Disorders
(C) Feeding and Eating Disorders of Infancy and Early Childhood
(D) Elimination Disorders
(E) Other Disorders of Infancy, Childhood, or Adolescence
(F) Schizophrenia and other Psychotic Disorders, except Psychotic Disorders due to a General Medical Condition
(G) Mood Disorders, except Mood Disorders due to a General Medical Condition
(H) Anxiety Disorders, except Anxiety Disorders due to a General Medical Condition
(I) Somatoform Disorders
(J) Factitious Disorders
(K) Dissociative Disorders
(L) Paraphilias
(M) Gender Identity Disorder
(N) Eating Disorders
(O) Impulse Control Disorders Not Elsewhere Classified
(P) Adjustment Disorders
(Q) Personality Disorders, excluding Antisocial Personality Disorder
(R) Medication-Induced Movement Disorders related to other included diagnoses.
(2) Have at least one of the following impairments as a result of the mental disorder(s) listed in Subsection (b)(1) above:
(A) A significant impairment in an important area of life functioning.
(B) A reasonable probability of significant deterioration in an important area of life functioning.
(C) Except as provided in Section 1830.210, a reasonable probability a child will not progress developmentally as individually appropriate. For the purpose of this Section,

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a child is a person under the age of 21 years.
(3) Meet each of the intervention criteria listed below:
(A) The focus of the proposed intervention is to address the condition identified in Subsection (b)(2) above.

Section 1830.210

Medical Necessity Criteria for MHP Reimbursement for Specialty Mental Health Services for Eligible Beneficiaries Under 21 Years of Age.

(a) For beneficiaries under 21 years of age who are eligible for EPSDT supplemental specialty mental health services, and who do not meet the medical necessity requirements of Section 1830.205(b)(2)-(3), medical necessity criteria for specialty mental health services covered by this Subchapter shall be met when all of the following exist:
(1) The beneficiary meets the diagnosis criteria in Section 1830.205(b)(1),
(2) The beneficiary has a condition that would not be responsive to physical health care based treatment, and
(3) The requirements of Title 22, Section 51340(e)(3)(A) are met with respect to the mental disorder; or, for targeted case management services, the service to which access is to be gained through case management is medically necessary for the beneficiary under Section 1830.205 or under Title 22, Section 51340(e)(3)(A) with respect to the mental disorder and the requirements of Title 22, Section 51340(f) are met.
(b) The MHP shall not approve a request for an EPSDT supplemental specialty mental health service under this Section or Section 1830.205 if the MHP determines that the service to be provided is accessible and available in an appropriate and timely manner as another specialty mental health service covered by this Subchapter and the MHP provides or arranges and pays for such a specialty mental health service.
(c) The MHP shall not approve a request for specialty mental health services under this Section in home and community based settings if the MHP determines that the total cost incurred by the Medi-Cal program for providing such services to the beneficiary is greater than the total cost to the Medi-Cal program in providing medically equivalent services at the beneficiary's otherwise appropriate institutional level of care, where medically equivalent services at the appropriate level are available in a timely manner, and the MHP provides or arranges and pays for the institutional level of care if the institutional level of care is covered by the MHP under Section 1810.345, or arranges for the institutional level of care, if the institutional level of care is not covered by the MHP under Section 1810.345. For the purpose of this Subsection, the determination of the availability of an appropriate institutional level of care shall be made in accordance with the stipulated settlement in T.L. v. Belshe.

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(B) The expectation is that the proposed intervention will:
1. Significantly diminish the impairment, or
2. Prevent significant deterioration in an important area of life functioning, or
3. Except as provided in Section 1830.210, allow the child to progress developmentally as individually appropriate.
4. For a child who meets the criteria of Section 1830.210(1), meet the criteria of Section 1830.210(b) and (c).
(C) The condition would not be responsive to physical health care based treatment.
(c) When the requirements of this Section or Section 1830.210 are met, beneficiaries shall receive specialty mental health services for a diagnosis included in Subsection (b)(1) even if a diagnosis that is not included in Subsection (b)(1) is also present.

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-13816; Amendment No.: 3
a. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 3 to Agreement A-13816 between Clinica de Salud del Valle de Salinas (CSVS) and the County of Monterey, on behalf of the Monterey County Health Department, Behavioral Health Bureau for the purpose of referral to behavioral health services for CSVS patients, retroactive to November 1, 2020, for a revised term of November 1, 2017 through October 31, 2022; and
b. Continue to accept non-standard risk provisions (indemnity, insurance) as recommended by the Director of Health; and
c. Authorize the Director of Health or Assistant Director of Health to sign up to two additional amendments to the Agreement, subject to County Counsel approval.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: A 21-011
Agenda Item No.: 34

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

Julian Lorenzana, Deputy

Introduced: 1/6/2021

Current Status: Passed - Health Department

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health or Assistant Director of Health to execute an Agreement with Clear Labs, Inc., in the amount of $249,490.80 to install, train, verify, and validate services for the Clear DxTM instrument, purchase a Clear DxTM Subscription, consumables, reagent kits, and maintenance/software support that will enable customer to conduct testing for the period retroactive from January 1, 2021 to March 1, 2022; and
b. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future one year amendments that do not exceed (10%) ($24,949) of the original Agreement amount and do not significantly alter the scope of services.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health or Assistant Director of Health to execute an Agreement with Clear Labs, Inc., in the amount of $249,490.80 to install, train, verify, and validate services for the Clear DxTM instrument, purchase a Clear DxTM Subscription, consumables, reagent kits, and maintenance/software support that will enable customer to conduct testing for the period retroactive from January 1, 2021 to March 1, 2022; and
b. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future one year amendments that do not exceed (10%) ($24,949) of the original Agreement amount and do not significantly alter the scope of services.

SUMMARY/DISCUSSION:
The Monterey County Health Department is seeking approval of this agreement with Clear Labs, Inc. will provide support for the Clear DxTM instrument that is an automated and real-time system that identifies SARS-CoV-2 using targeted next generation sequencing (NGS in Monterey County. Sequencing detects virus mutations of SARS-CoV-2 which are used to categorize SARS-CoV-2 into different subtypes. Comparing SARS-CoV-2 subtypes allows epidemiologists to identify and confirm COVID19 infection clusters, transmission events and reinfection cases.

Sequencing goes beyond PCR testing. Continued mutations of SARS-CoV-2 may change the genomic make-up to the extent such that certain subtypes will not be detected using current PCR methods. Non-detection of SARS-CoV-2 is not problem using sequencing. Since PCR is the most common testing approach, shortages in PCR reagents and supplies limit testing capacity. Sequencing reagents are more readily available.

The Clear Dx subscription will provide the lab with updated typing data to ensure detection of new

virus variants that current PCR methods may not detect. Monitoring the indicators associated with these activities will assist state and local governments in making data-driven policy decisions regarding testing, mitigation, and prevention efforts. The start date of the Agreement is retroactive to January 1, 2021 due to the length of time it took to negotiate with the vendor the terms of the Agreement.

This work supports the MCHD 2018-2022 Strategic Plan Goal 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. Additionally, this work supports one of the ten essential public health services: 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:
County Counsel and the Auditor-Controller have reviewed and approved as to form and fiscal provisions, respectively.

FINANCING:
This agreement for installation services, consumables and reagents, and support for the Clear DxTM instrument is 100% funded by Public Health Laboratory COVID-19 testing fee revenue.

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: Patricia McFadden, Management Analyst II, 755-4726

Approved by:

_____Date:_____

Elsa Jimenez, Director of Health, 755-4526

Attachment:
Agreement is on file with the Clerk of the Board

DocuSign Envelope ID: 911ED57C-DEFC-4C5A-8098-F9EE27F441AA

Monterey County

Board Report

Legistar File Number: A 21-012

Item No.

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

January 26, 2021

Introduced: 1/6/2021
Version: 1
Current Status: Agenda Ready
Matter Type: BoS Agreement

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- 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: Patricia McFadden, Management Analyst II, 755-4726

Approved by:

DocuSigned by:
C7A30BA59CA8423...
Date: 1/13/2021 | 4:20 PM PST
Elsa Jimenez, Director of Health, 755-4526

DocuSign Envelope ID: 911ED57C-DEFC-4C5A-8098-F9EE27F441AA

Attachment:
Agreement is on file with the Clerk of the Board

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:
Clear Labs, 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:

Installation, training, verification, and validation services for the Clear DxTM, consumables and reagent kits to conduct testing, and instrument and software support for 12 months.

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:$ 249,420.80

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 1, 2021 to March 1, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions
Exhibit B Other:

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:
Edward L. Moreno, MD, MPH, Health Officer and Director of Public Health Bureau	Jeff A. Field Chief Commercial Officer
Name and Title	Name and Title
1270 Natividad Road Salinas, CA 93906	1559 Industrial Road San Carlos, CA 94070
Address	Address
(831) 755-4585	(407) 718-4273; jeff.field@clearlabs.com
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: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form[1]

By: Marina Pantchenko
DocuSigned by: Marina Pantchenko
65EE0F1502DD412...
Deputy County Counsel

Date: 1/5/2021 | 4:53 PM PST

Approved as to Fiscal Provisions[2]

By: Gary Giboney
DocuSigned by: Gary Giboney
D3834BFEC1D8449...
Auditor/Controller

Date: 1/5/2021 | 6:29 PM PST

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Clear Labs
Contractor's Business Name*

By: DocuSigned by: Sasan Amini
253171070D6242F...
(Signature of Chair, President, or Vice-President) *

Sasan Amini CEO
Name and Title

Date: 12/21/2020

By: DocuSigned by: Jeffrey A Field
B148E9F726F8414...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *

Name and Title

Date: Jeffrey A Field Chief Commercial Officer

12/21/2020

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
[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A
SCOPE OF SERVICES/PAYMENT PROVISIONS

A. Scope of Services

This Agreement between County of Monterey ("County") and Clear Labs, Inc. will provide installation, training, verification, and validation services for the Clear Dx™. Clear Dx Subscription: Clear Labs, Inc. will provide Consumables and Reagent Kits that will enable customer to conduct testing for the Monterey County Health Department Laboratory. A refresh shipment will occur at an agreed upon interval, so that stock is always maintained. The first two (2) runs (192 samples x 2) will be complimentary as part of the Clear Labs Early Access Program. Preventative

Maintenance Agreement: Clear Labs will provide instrument and software support for 12 months from the Effective Date of this agreement.

The following table reflects the breakdown of costs by category:

Description	Part #	Cost	Qty	One Time	Monthly	Yearly
Clear View™ Software	CL-Clear View		1			
Clear Assurance 1-year Preventive Support	CL-Assurance One		1			$14,988.00
Clear Dx™ Installation and Training	CL-Setup		1	$3,600.00		
IQ/OQ/PQ Verification and Validation Service	CL-Compliance		1	$6,500.00		
Subtotal				**$10,100.00**		**$14,988.00**
Clear Dx™ Reagent Subscription (Dx Mode) Per Run (192 tests per run)	CL-DX Subscription	$2,851.20				
Technology Access Fee		$950.40				
Subtotal CL-Dx Subscription		**$3,801.60**	**4**		**$15,206.40**	**$182,476.80**
Clear Dx™ Reagent Subscription (Dx Mode) Per Run (32 tests /per run)	CL-Dx WGS Subscription	$2,616.00				
Technology Access Fee		$872.00				
Subtotal CL-Dx Subscription		**$3,488.00**	**1**		**$3,488.00**	**$41,856.00**
Subtotals				**$10,100.00**	**$18,694.40**	**$239,320.80**
One Time	**$10.100.00**					
Yearly Recurring	**$239,320.80**					
		Total Agreement Amount				**$249,420.80**

B. PAYMENT PROVISIONS

For the term of this Agreement, County shall pay an **amount not to exceed $249,420.80** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

C. INVOICING AND PAYMENTS

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

2. Invoices shall be submitted in duplicate to:
   Monterey County Health Department
   Public Health Laboratory
   1270 Natividad Road
   Salinas, CA 93906

3. Invoices shall:
   i. Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
   ii. Bear the Contractor's name as shown on the agreement.
   iii. Identify the billing and/or performance period covered by the invoice.
   iv. Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-15096
a. Approve and authorize the Director of Health or Assistant Director of Health to execute an Agreement with Clear Labs, Inc., in the amount of $249,490.80 to install, train, verify, and validate services for the Clear DxTM instrument, purchase a Clear DxTM Subscription, consumables, reagent kits, and maintenance/software support that will enable customer to conduct testing for the period retroactive from January 1, 2021 to March 1, 2022; and
b. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future one year amendments that do not exceed (10%) ($24,949) of the original Agreement amount and do not significantly alter the scope of services.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: A 21-012
Agenda Item No.: 35

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

Julian Lorenzana, Deputy

Introduced: 1/6/2021

Current Status: Passed - Health Department

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health or Assistant Director of Health to sign a Work Order Agreement with Public Health Foundation Enterprises, Inc. dba Heluna Health, in the amount of $319,618 to support COVID-19 epidemiology services for the period retroactive from May 1, 2020 to March 31, 2022; and
b. Accept the risk provisions (indemnification, insurance, and limitations of liability) as recommended by the Director of Health; and
c. Accept the Confidentiality and Non-Disclosure provision as recommended by the Director of Health.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health or Assistant Director of Health to sign a Work Order Agreement with Public Health Foundation Enterprises, Inc. dba Heluna Health, in the amount of $319,618 to support COVID-19 epidemiology services for the period retroactive from May 1, 2020 to March 31, 2022; and
b. Accept the risk provisions (indemnification, insurance, and limitations of liability) as recommended by the Director of Health; and
c. Accept the Confidentiality and Non-Disclosure provision as recommended by the Director of Health.

SUMMARY/DISCUSSION:
The Monterey County Health Department is seeking approval to receive funding from the Public Health Foundation Enterprises, Inc. dba Heluna Health to monitor, track, and provide epidemiology progress reports to assist with mitigation in response to COVID-19 in Monterey County. As part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), the
Centers for Disease Control and Prevention (CDC) awarded funding for Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) work order grant agreements. This is one of those ELC grant agreements.

The Health Department has been awarded $319,618 to establish and monitor key activities related to COVID-19 in the areas of epidemiology, laboratory, and informatics. Monitoring the indicators associated with these activities will assist state and local governments in making data-driven policy decisions regarding testing, mitigation, and prevention efforts. The start date of the Agreement is retroactive to May 1, 2020 due to the length of time it took to negotiate with the vendor the terms of the Agreement.

This work supports the MCHD 2018-2022 Strategic Plan Goal 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. Additionally, this work supports one of the ten essential public health services: 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:
County Counsel and the Auditor-Controller have reviewed and approved as to form and fiscal provisions, respectively.

FINANCING:
This is an ELC grant agreement for the County to receive $319,618 for COVID-19 response efforts.

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: Patricia McFadden, Management Analyst II, 755-4726

Approved by:

_____Date:_____
Elsa Jimenez, Director of Health, 755-4526

Attachment:
Agreement is on file with the Clerk of the Board

DocuSign Envelope ID: 44B4AAB4-50C6-4547-8FCA-8793275C8B00

Monterey County

Board Report

Legistar File Number: A 21-013

Item No.

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

January 26, 2021

Introduced: 1/6/2021
Version: 1
Current Status: Agenda Ready
Matter Type: BoS Agreement

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Check the related Board of Supervisors Strategic Initiatives:

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- 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: Patricia McFadden, Management Analyst II, 755-4726

Approved by:

DocuSigned by:
C7A30BA59CA8423...
Date: 1/11/2021 | 11:16 AM PST
Elsa Jimenez, Director of Health, 755-4526

Attachment:
Agreement is on file with the Clerk of the Board

Heluna Health
EMPOWERING POPULATION HEALTH INITIATIVES SINCE 1969

13300 Crossroads Parkway North, Suite 450 | City of Industry, CA | 91746
Phone: 800.201.7320 | Fax: 562.205.2453 | www.helunahealth.org

WORK ORDER AGREEMENT

This Work Order Agreement (this "Agreement") is hereby made by and between Public Health Foundation Enterprises, Inc. DBA Heluna Health, a 501(c)(3) California nonprofit corporation (hereafter "HELUNA HEALTH", or "Client"), and the County of Monterey on behalf of the Monterey County Health Department, identified below (hereafter "Local Health Department") and sets forth the terms and conditions between Client and Local Health Department, for agreed services, as required by the Client, and as stated in this Agreement. This Agreement does not designate Local Health Department as the agent or legal representative of HELUNA HEALTH for any purpose whatsoever. (HELUNA HEALTH and Local Health Department shall be referred to herein individually as a "party" and collectively as the "parties").

I. IDENTIFIED PARTIES

CLIENT
Heluna Health
13300 Crossroads Parkway North, Suite 450
City of Industry, CA 91746
www.helunahealth.org
ATTN: Rochelle McLaurin, Deputy Director
ELCCOVID19Invoices@helunahealth.org

LOCAL HEALTH DEPARTMENT
Monterey County Health Department
1270 Natividad Road
Salinas, CA 93906
ATTN: Elsa Jimenez, Director of Health
Jimenezem@co.monterey.ca.us
(831) 755-4526

Grant#: 6NU50CK000539-01-08 DHHS-CDC CFDA#: 93.323

Program#: 0187.3180

II. TERM. Unless otherwise terminated or extended by written notice, the term of this Agreement shall commence on 5/1/2020 and end on 3/31/2022.

III. SERVICES AND COMPENSATION. Local Health Department shall perform the services (the "Services") described below and as described in Attachment A, Statement of Work ("SOW") attached hereto and incorporated herein by this reference. The Services will take place at the location as referenced in Section 1. Identified Parties for Local Health Department and at such other location as may be set forth in the SOW.

(a) Services. Local Health Department shall perform all services as stated in the SOW. Local Health Department shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professional practices. Local Health Department maintains and shall maintain at all times during the term of this Agreement all applicable federal, state and local business and other licenses, including any professional licenses or certificates, industrial permits and/or licenses, industry specific licenses, licenses required by the state(s) and/or locality(s) in which it does business, fictitious business names, if applicable, federal tax identification numbers, insurance, and anything else required of Local Health Department as a business operator or to perform the Services.

(b) Payment. HELUNA HEALTH agrees to compensate the Local Health Department on a **Cost-Reimbursable Contract. See Attachment A "Budget" for line item budget detail**. Local Health Department shall be compensated only for Services actually performed and required as set forth herein and any services in excess will not be compensated. The total compensation payable to the Local Health Department hereunder shall be as set forth below: A total to not exceed **$319,618.00**.

If for any reason Local Health Department receives an overpayment of amount described above, Local Health Department shall promptly notify HELUNA HEALTH or such and repay said amount to HELUNA HEALTH within 10 days of demand for such repayment.

(c) Invoice. Invoices shall be submitted: **Monthly, No Later than 30 Days after month end. See Attachment C for "Required Invoice Template."** Payment for all undisputed amounts of submitted invoices shall be paid no later than 30 days after HELUNA HEALTH's receipt of the invoice and required back up documentation. Local Health Department shall submit invoices to the attention of the contact person identified by HELUNA HEALTH. All final invoices must be received within 45 days of the expiration or termination of this Agreement or within such earlier time period as HELUNA HEALTH may require. If any invoices are not submitted within such time periods, Local Health Department waives all rights to payment under such invoices. Local Health Department shall be solely responsible for the payment of all federal, state and local income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions or sums payable with respect to Local Health Department or its employees as a result of or in connection with the Services performed by Local Health Department hereunder.

(d) Budget Modifications.

The budget may be modified accordingly:

- Informal Budget Modification: Two (2) times throughout the term of this agreement. The informal budget modification must be a change of <10% of the total budget. The request must be in writing to ELCCOVID19Invoices@helunahealth.org. Any informal budget modification request must be submitted thirty (30) days before the end of the agreement term.
- Formal Budget Modification: Two (2) times throughout the term of this agreement. The formal budget modification must be a change of 10% or greater of the total budget. The request must be in writing on agency letterhead to ELCCOVID19Invoices@helunahealth.org. Any formal budget modification request must be submitted sixty (60) days before the end of the agreement term.

IV. INSURANCE. Local Health Department, at its sole cost and expense, shall at all times during the term of this Agreement maintain the insurance coverage set forth on Attachment B, attached hereto and incorporated herein by this reference, on the terms and conditions described therein. Evidence of such insurance coverage shall be provided to HELUNA HEALTH by Local Health Department prior to commencing performance of the Services under this Agreement in the form of a Certificate of Insurance or Certificate of Self-Insurance.

V. AUTHORIZED SIGNERS. The undersigned certify their acknowledgment of the nature and scope of this agreement and support it in its entirety.

Signature & Date
Heluna Health

Signature & Date
Monterey County Health Department

Name & Title

Signature & Date

Name & Title

DocuSigned by:
Marina Pantchenko 1/5/2021 | 11:03 AM PS
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Signature & Date

Marina Pantchenko Deputy County Counsel

Name & Title

DocuSigned by:
Gary Giboney 1/5/2021 | 11:06 AM
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Gary Giboney Chief Deputy Auditor-Cc

TERMS AND CONDITIONS

1. **INDEPENDENT LOCAL HEALTH DEPARTMENT RELATIONSHIP**. Nothing herein is intended to place the parties in the relationship of employer-employee, partners, joint venturers, or in anything other than an independent Local Health Department relationship. Local Health Department shall not be an employee of HELUNA HEALTH for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims.

   Local Health Department shall retain sole and absolute discretion and judgment in the manner and means of carrying out Local Health Department's Services hereunder. Local Health Department is in control of the means by which the Services are accomplished. Any advice given to Local Health Department regarding the Services shall be considered a suggestion only, not an instruction. HELUNA HEALTH retains the right, but does not have the obligation, to inspect, stop, or alter the work of Local Health Department to assure its conformity with this Agreement. Local Health Department shall be responsible for completing the Services in accordance with this Agreement and within the time period and schedule set forth in the SOW, but Local Health Department will not be required to follow or establish a regular or daily work schedule.

2. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** Neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by HELUNA HEALTH on behalf of Local Health Department or the employees of Local Health Department. Local Health Department shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

   Local Health Department understands that Local Health Department is responsible to pay, according to law, Local Health Department's income taxes. If Local Health Department is not a corporation or other legal entity, Local Health Department further understands that Local Health Department may be liable for self-employment (social security) tax, to be paid by Local Health Department according to law. Local Health Department agrees to defend, indemnify and hold HELUNA HEALTH harmless from any and all claims made by federal, state and local taxing authorities on account of Local Health Department's failure to pay any federal, state or local income and self- employment taxes or other assessments due as a result of Local Health Department's Services hereunder. Furthermore, to avoid conflict with federal or state regulations, Local Health Department will not be eligible for employment with HELUNA HEALTH within the same calendar year in which Local Health Department performed services for HELUNA HEALTH.

3. **FRINGE BENEFITS.** Because Local Health Department is an independent entity, Local Health Department is not eligible for, and shall not participate in, any HELUNA HEALTH pension, health, or other fringe or employee benefit plans. Only personnel hired as HELUNA HEALTH employees will receive fringe benefits.

4. **WORKERS' COMPENSATION.** No workers' compensation insurance shall be obtained by HELUNA HEALTH concerning Local Health Department or the employees of Local Health Department. All persons hired by Local Health Department to assist in performing the tasks and duties necessary to complete the Services shall be the employees of Local Health Department unless specifically indicated otherwise in an agreement signed by all parties. Local Health Department shall immediately provide proof of insurance, including Workers' Compensation insurance and General Liability insurance, covering said employees, upon request of HELUNA HEALTH.

5. **EQUIPMENT AND SUPPLIES.** Local Health Department or Jurisdiction shall provide all necessary equipment, materials and supplies required by Local Health Department to perform the Services.

6. **TERMINATION.** HELUNA HEALTH may terminate this Agreement without cause at any time by giving written notice to Local Health Department at least 30 days prior to the effective date of termination. Either party may terminate this Agreement with reasonable cause effective immediately by giving written notice of termination for reasonable cause to the other party. Reasonable cause shall mean: (A) material violation or breach of this Agreement; (B) any act of the other party that exposes the terminating party to liability to others for personal injury or property damage or any other harm, damage or injury; (C) cancellation or reduction of funding affecting the Program affecting the Services; or (D) improper use of funds. In the event this Agreement is terminated for reasonable cause by HELUNA HEALTH, Local Health Department shall not be relieved of any liability to HELUNA HEALTH for damages and HELUNA HEALTH may withhold any payments to Local Health Department for the purpose of setoff until such time as the actual amount of damages due to HELUNA HEALTH from Local Health Department is determined.

   If applicable, upon the expiration or termination of this Agreement, Local Health Department shall immediately return to HELUNA HEALTH all computers, cell phones, smart phones, computer programs, files, documentation, user data, media, related material, finished or unfinished documents, studies, reports and any and all Confidential Information (as defined below) and Work Product (as defined below). HELUNA HEALTH shall have the right to withhold final payment to Local Health Department until all such items are returned to HELUNA HEALTH.

   These Terms and Conditions and any other provisions of this Agreement that by their nature should or are intended to survive the expiration or termination of this Agreement shall survive and the parties shall continue to comply with the provisions of this Agreement that survive. Notwithstanding any termination that may occur, each party shall continue to be responsible for carrying out all the terms and conditions required by law to ensure an orderly and proper conclusion.

7. **COMPLIANCE WITH LAWS.** Local Health Department shall comply with all state and federal statutes and regulations applicable to Local Health Department, the Services and the Program in performing Local Health Department's obligations under this Agreement. Local Health Department represents and warrants that neither Local Health Department nor its principals or personnel are presently, nor will any of them be during the term of this Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding agency.

8. **HIPAA (if applicable).** In the event that Local Health Department's performance under this Agreement may expose Local Health Department to individually identifiable health information or other medical information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and any regulations promulgated in connection thereto, then Local Health Department agrees to execute and deliver a copy of HELUNA HEALTH's standard Business Associate Agreement or Business Associate sub Local Health Department Agreement, as applicable, as required by HIPAA.

9. **CALIFORNIA PUBLIC RECORDS ACT.** The County of Monterey is a public agency subject to disclosure requirements of the California Public Records Act ("CPRA"). If HELUNA HEALTH's proprietary or otherwise confidential information is contained in documents submitted to County, and HELUNA HEALTH claims that such information falls within one or more CPRA exemptions, HELUNA HEALTH must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will provide notice to HELUNA HEALTH prior to such disclosure. If HELUNA HEALTH contends that any documents are exempt from CPRA and wishes to prevent disclosure, it will coordinate with the County of Monterey on possible non-disclosure of confidential information.

10. **CONFIDENTIALITY AND NON-DISCLOSURE.** HELUNA HEALTH and County of Monterey agree that during the course of this Agreement, if information is exchanged that is deemed confidential, County of Monterey agrees to hold any and all Confidential Information in the strictest of confidence. County of Monterey expressly acknowledges that the Confidential Information constitutes confidential, valuable, special and unique assets of HELUNA HEALTH or, if applicable, any third-parties (i.e. Federal Government) who may have disclosed Confidential Information to HELUNA HEALTH and that the Confidential Information belongs to and shall remain the property of HELUNA HEALTH and such third-parties. County of Monterey agrees to afford HELUNA HEALTH protection against any unauthorized use of the Confidential Information or any use of the Confidential Information in any manner that may be detrimental to HELUNA HEALTH.

11. **NON-SOLICITATION OF EMPLOYEES.** During the term of this Agreement and for two years following its termination, Local Health Department shall not induce, encourage, or advise any person who is employed by or is engaged as an agent or independent Local Health Department by HELUNA HEALTH to leave the employment of HELUNA HEALTH or otherwise raid the employees of HELUNA HEALTH, without the express written consent of HELUNA HEALTH. Nothing contained in this paragraph shall constitute a waiver by HELUNA HEALTH of any rights it may have if Local Health Department engages in actionable conduct after the two-year period referred to above.

12. **WORKS FOR HIRE.** RESERVED.

13. **INDEMNITY.** Local Health Department hereby agrees to indemnify, hold harmless and defend HELUNA HEALTH, its board of trustees, officers, directors, agents, Local Health Departments, subcontractors, employees, affiliated companies, representatives, and agents (collectively, the "Local Health Department Indemnified Parties") from and against any and all claims, causes of action, costs, demands, lawsuits, expenses (including, without limitation, attorney's fees and costs), interest, penalties, losses, damages, settlements, liabilities, and any and all amounts paid in investigation or defense incurred by any of the Local Health Department Indemnified Parties arising out of or resulting from: (i) Local Health Department's (or its agents', subcontractors' or employees') performance of the Services; (ii) Local Health Department's (or its agents', subcontractors' or employees') default, non-performance or breach of this Agreement, including any representations, warranties, or certifications; (iii) any alleged or actual acts or omissions of Local Health Department (or its agents, subcontractors or employees) relating to services provided outside the scope of

this Agreement; or (iv) Local Health Department's (or its agents', subcontractors' or employees') violation of any federal, state or local law or regulation.

If any lawsuit, enforcement or other action is filed against any of the Local Health Department Indemnified Parties Local Health Department for which the Local Health Department Indemnified Parties are entitled to indemnification pursuant to this Agreement, Local Health Department and such other Local Health Department Indemnified Parties may elect to have Local Health Department, Local Health Department's sole expense, take control of the defense and investigation of such lawsuit or action using attorneys, investigators and others reasonably satisfactory to Local Health Department. The parties shall cooperate in all reasonable respects with the investigation, trial, and defense of any such lawsuit or action and any appeal arising from it. The terms of this section shall survive the termination of this Agreement.

14. **RECORD RETENTION AND ACCESS TO RECORDS.** Local Health Department agrees to retain all books, documents, papers, files, accounts, fiscal data, records, and reports relating to this Agreement or the Services, including, but not limited to, evidence pertaining costs and expenses, payment information, accounts of services provided and any other information or documentation related to Local Health Department's performance under this Agreement. Local Health Department shall retain all such records for a period of not less than seven (7) years after final payment is made under this Agreement and all pending matters are closed or longer if required by (i) HELUNA HEALTH's record retention policy, (ii) the Program, or (iii) any other applicable laws or regulations, including under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards issued by the federal Office of Management Budget codified at 2 CFR Part 200 ("Uniform Guidance") and Federal Acquisition Regulation (FAR) System regulations at 48 CFR 4.700 et seq. Notwithstanding the foregoing, in the event any litigation, claim, negotiation, audit or other action is commenced prior to the expiration of the aforementioned retention period, all records related to such litigation, claim, negotiation, audit or other action shall be retained until full completion and resolution of the litigation, claim, negotiation, audit or other action.

Local Health Department agrees that HELUNA HEALTH, the Program, the U.S. Comptroller General and their respective authorized representatives or designees shall have the right, upon demand, to access, examine, copy, audit or inspect any and all of the records described in this section, including on-site audits, reviews and copying of records. The terms of this section shall survive expiration or termination of the Agreement.

15. **AMENDMENTS.** Amendments to this Agreement shall be in writing, signed by the party to be obligated by such amendment and attached to this Agreement.

16. **GOVERNING LAW; VENUE.** This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Los Angeles County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Los Angeles County, California and waives any defense of forum non conveniens.

17. **EQUITABLE RELIEF.** In light of the irreparable harm to HELUNA HEALTH that a breach by Local Health Department of Sections 9, 10 and 11 of these Terms and Conditions would cause, in addition to other remedies set forth in this Agreement and other relief for violations of this Agreement, HELUNA HEALTH shall be entitled to enjoin Local Health Department from any breach or threatened breach of such Sections, to the extent permitted by law and without bond.

18. **FAIR INTERPRETATION.** The language appearing in all parts of this Agreement shall be construed, in all cases, according to its fair meaning in the English language, and not strictly construed for or against any party hereto. This Agreement has been prepared jointly by the parties hereto after arm's length negotiations and any uncertainty or ambiguity contained in this Agreement, if any, shall not be interpreted or construed against any party, but according to its fair meaning applying the applicable rules of interpretation and construction of contracts.

19. **NO WAIVER.** No failure or delay by any party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No waiver of, or acquiescence in, any breach or default of any one or more of the terms, provisions or conditions contained in this Agreement shall be deemed to imply or constitute a waiver of any other or succeeding or repeated breach or default hereunder. The consent or approval by any party hereto to or of any act of the other party hereto requiring further consent or approval shall not be deemed to waive or render unnecessary any consent or approval to or of any subsequent similar acts.

20. **NOTICES.** Any notice given in connection with this agreement shall be in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated in Section 1: Identified Parties. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

21. **REMEDIES NON-EXCLUSIVE.** Except where otherwise expressly set forth herein, all remedies provided by this Agreement shall be deemed to be cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the respective parties at law or in equity.

22. **SEVERABILITY.** If any term, provision, condition or other portion of this Agreement is determined to be invalid, void or unenforceable by a forum of competent jurisdiction, the same shall not affect any other term, provision, condition or other portion hereof, and the remainder of this Agreement shall remain in full force and effect, as if such invalid, void or unenforceable term, provision, condition or other portion of this Agreement did not appear herein.

23. **NON-ASSIGNABILITY.** This agreement shall not be assigned, in whole or in part, by Local Health Department without the prior written approval and consent of HELUNA HEALTH.

24. **COUNTERPARTS.** 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. Any signed counterpart delivered by electronic mail or facsimile shall be deemed for all purposes to constitute such party's good and valid execution and delivery of this Agreement.

25. **FEDERAL TERMS AND CONDITIONS.**

    a. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, to the extent this Agreement meets the definition of a "federally assisted construction contract" as set forth in 41 CFR Part 60-1.3, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the following: (i) the equal opportunity clause ("Equal Opportunity Clause") in 41 CFR 60-1.4(b) in accordance with Executive Order 11246, as amended by Executive Order 11375 and that the Equal Opportunity Clause is a part of this Agreement and incorporated herein by this reference; and (ii) the regulations implementing the Equal Opportunity Clause at 41 CFR Part 60 and that such implementing regulations are a part of this Agreement and incorporated herein by this reference.

    b. Contract Work Hours and Safety Standards Act. To the extent this Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the terms of the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference.

    c. Clean Air Act and Federal Water Pollution Control Act. To the extent this Agreement is in excess of $150,000, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the standards, orders or regulations issued pursuant to the Clean Air Act, codified at 42 U.S.C. 7401 et seq. and the Federal Water Pollution Control Act codified at 33 U.S.C. 1251 et seq. Local Health Department further agrees to report any violations of the foregoing to HELUNA HEALTH and the Regional Office of the Environmental Protection Agency.

    d. Debarment and Suspension Certification. Local Health Department certifies that neither Local Health Department nor any of Local Health Department's agents, sub Local Health Departments or employees who may perform services under this Agreement are debarred, suspended or excluded from participation in any federal assistance programs in accordance with Executive Orders 12549 and 12689 and its implementing guidelines. Local Health Department agrees to immediately notify HELUNA HEALTH if Local Health Department or any of Local Health Department's agents, sub Local Health Departments or employees who may perform services under this Agreement become debarred, suspended or excluded from participation in federal assistance programs or federal contract transactions.

    e. Byrd Anti-Lobbying Amendment Certification. To the extent this Agreement is in excess of $100,000, Local Health Department certifies that neither Local Health Department nor any of Local Health Department's agents, sub Local Health Departments or employees who may perform services under this Agreement have not used and will not use any Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Local Health Department agrees to immediately notify HELUNA HEALTH if Local Health Department or any of Local Health Department's agents, sub Local Health Departments or employees who may perform services under this Agreement influence or attempt to influence any officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ATTACHMENT A

Statement of Work (SOW), Budget, and Reporting

Statement of Work

Activity 1 - Milestone 1	**Activity 1: Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures.**	
	Planned Activity *(Provide a title for this milestone)*	***Maintain sufficient workforce for conducting case investigations and contact tracing***
	Implementation Plan *(Bulleted items or brief sentences)*	***• Conduct ongoing assessments of staffing levels needed to conduct timely case investigations and contact tracing*** ***• Reassign department staff to contact tracing positions*** ***• Recruit new staff and volunteers for contact tracing positions*** ***• Provide contact tracing training to new staff and volunteers***
	Applicant capacity: What is the current capacity to perform this milestone?	*We continually assess staffing needs and fill positions as required by quantity of cases and contacts, our capacity to fill positions will be determined by need. These activities will be ongoing throughout the duration of the event.*
	Expected Achieve By Date *(select from drop down)*	

Activity 1 - Milestone 2	**Activity 1: Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures.**	
	Planned Activity (Provide a title for this milestone)	***Conduct case investigations and contact tracing***
	Implementation Plan (Bulleted items or brief sentences)	***• Receive reports of suspect/confirmed covid-19 cases from health care providers and laboratories.*** ***• Notify each case and conduct a case investigation eliciting information related to risk, exposure, demographics and known contact and enter provided information into CalREDIE.*** ***• Notify each elicited contact, conduct a contact investigation, enter contact information into LHD maintained system (when available, data will be entered into statewide system).*** ***• Receive reports from CDPH that identify amounts confirmed and suspected cases in hospital and skilled nursing facility patients and staff.*** ***• Work with health care facilities to identify contacts of confirmed health care cases and provide guidance to limit an outbreak in their facility.***

	Applicant capacity: What is the current capacity to perform this milestone?	*We are actively recruiting and reassigning staff to meet our current needs. Our capacity will be dependent upon future case/contact levels.*
	Expected Achieve By Date *(select from drop down)*	

Activity 2 - Milestone 1	**Activity 2: Improve morbidity and mortality surveillance**	
	Planned Activity (Provide a title for this milestone)	***Maintain Community Surveillance***
	Implementation Plan (Bulleted items or brief sentences)	***• Increase laboratory testing and reporting to detect cases*** ***• Encourage asymptomatic testing at community testing locations*** ***• Receive reports of suspected and confirmed cases from health care providers and laboratories and enter data into CalREDIE*** ***• Review death certificate data in the Electronic Death Registration System and cross reference with case data in CalREDIE.*** ***• Extract and analyze case data*** ***• As applicable, share surveillance data with stakeholders through internet publication, fax, social media, and email.*** ***• Increase enrollment of Monterey county providers into electronic case reporting system***
	Applicant capacity: What is the current capacity to perform this milestone?	*Activity is being performed however we are actively recruiting and reassigning staff to increase capacity to fulfill this function.*
	Expected Achieve By Date *(select from drop down)*	

Activity 3 - Milestone 1	**Activity 3: Enhance laboratory testing and reporting capacity.**	
	Planned Activity (Provide a title for this milestone)	***Increase the Monterey County Public Health Laboratory testing capacity***
	Implementation Plan (Bulleted items or brief sentences)	***· Increase amount of lab staff conducting covid-19 testing*** ***· Purchase high throughput instruments for serology and PCR testing*** ***· Implement additional FDE EUA approved testing methods as available***

	Applicant capacity: What is the current capacity to perform this milestone?	*The Monterey County Public Health Laboratory can conduct 150 test per day.*
	Expected Achieve By Date *(select from drop down)*	

Activity 3 - Milestone 2	**Activity 3: Enhance laboratory testing and reporting capacity.**	
	Planned Activity (Provide a title for this milestone)	***Coordinate with partners to increase community testing capacity***
	Implementation Plan (Bulleted items or brief sentences)	***• Inter laboratory reports received via fax into CalREDIE ELR module • Promote the public's use of community testing locations • Participate in planning meetings with state sponsored testing provider • Assist hospital laboratories in acquiring covid testing equipment and supplies • Establish partnerships with outside laboratories to increase testing capacity***
	Applicant capacity: What is the current capacity to perform this milestone?	*Each of the four hospitals in Monterey County can conduct COVID-19 testing and there is currently two state funded community testing locations located within the County.*
	Expected Achieve By Date *(select from drop down)*	

Activity 4 - Milestone 1	**Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.**	
	Planned Activity (Provide a title for this milestone)	***Mitigate Covid-19 Spread in health care settings***
	Implementation Plan (Bulleted items or brief sentences)	***• Provide information to health care facilities for accessing the CALOES health care worker housing program • Through MHOAC program, assist healthcare facilities in obtaining needed PPE to decrease covid-19 spread. • Receive and assess CDPH provided hospital and snf reports that contain case counts, on hand PPE, and anticipated staffing needs. • Participate in weekly coordination calls with hospitals and skilled nursing facilities to share best practices, infection prevention strategies, preparations for surge, testing options, and resource requesting. • Share guidance with health care facilities.***

	Applicant capacity: What is the current capacity to perform this milestone?	*The activities within this milestone are currently being performed.*
	Expected Achieve By Date *(select from drop down)*	

Activity 4 - Milestone 2	**Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.**	
	Planned Activity (Provide a title for this milestone)	***Mitigate Covid-19 Spread in non-health care high risk settings congregate settings***
	Implementation Plan (Bulleted items or brief sentences)	***• Participate in weekly Access and functional needs meetings hosted by the Monterey county department of social services.*** ***• Share guidance and recommendations with congregate living facilities for decreasing spread of covid-19.*** ***• Receive lab reports of positive cases in congregate settings, initiate case investigations and share outbreak prevention guidance.***
	Applicant capacity: What is the current capacity to perform this milestone?	*The activities within this milestone are currently being performed.*
	Expected Achieve By Date *(select from drop down)*	

Activity 4 - Milestone 3	**Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.**	
	Planned Activity (Provide a title for this milestone)	***Mitigate covid-19 impacts to vulnerable populations***
	Implementation Plan (Bulleted items or brief sentences)	***• Refer eligible individuals who cannot safely isolate or quarantine to county ran alternate house services.*** ***• Conduct outreach encouraging older adults, individuals with chronic medical conditions and low income and impoverished families to seek appropriate and timely health care and not to delay essential services.*** ***• Maintain COVD-19 hotline for vulnerable residents seeking immediate answers to questions about sheltering in place, PPE availability, testing sites, and other covid-19 related questions.***

	Applicant capacity: What is the current capacity to perform this milestone?	*The activities within this milestone are currently being performed.*
	Expected Achieve By Date *(select from drop down)*	

Activity 5 - Milestone 1	**Activity 5: Monitor and mitigate COVID-19 introductions from connected jurisdictions (i.e., neighboring cities, states; including air travel).**	
	Planned Activity (Provide a title for this milestone)	***Coordinate covid-19 response with neighboring jurisdictions***
	Implementation Plan (Bulleted items or brief sentences)	***• Coordinate changes to Shelter-in-Place Orders with neighboring LHJs.*** ***• Participate in tri-county (Monterey, Santa Cruz, and San Benito) planning meetings to address any impacts resulting from increase travel across county borders.*** ***• Participate in the Association of Bay Area Health Officers Multi-Agency Coordination meetings.***
	Applicant capacity: What is the current capacity to perform this milestone?	*The activities within this milestone are currently being performed.*
	Expected Achieve By Date *(select from drop down)*	

Activity 6 - Milestone 1	**Activity 6: Work with healthcare system to manage and monitor system capacity.**	
	Planned Activity (Provide a title for this milestone)	***Maintain situational awareness of healthcare facility capacity***
	Implementation Plan (Bulleted items or brief sentences)	***• Receive and assess CDPH hospital and SNF reports that contain data on suspected and confirmed patient and staff cases, ppe levels, bed availability, and critical needs.*** ***• Participate in weekly coordination meetings with SNFs and hospitals.*** ***• Receive reports of suspected and confirmed cases from health care***

		providers and hospital laboratories and enter data into CalREDIE ***• Through MHOAC program, assist healthcare facilities in obtaining needed PPE and medical equipment.*** ***• increase enrollment of Monterey county providers into electronic case reporting system.***
	Applicant capacity: What is the current capacity to perform this milestone?	*We are actively recruiting and reassigning staff to meet our current needs. Our capacity will be dependent upon future case/contact levels.*
	Expected Achieve By Date *(select from drop down)*	

Activity 7 - Milestone 1	**Activity 7: Improve understanding of jurisdictional communities with respect to COVID-19 risk.**	
	Planned Activity (Provide a title for this milestone)	***Identify disparate impacts to communities in Monterey County***
	Implementation Plan (Bulleted items or brief sentences)	***• Collect and record case demographics including age, race and ethnicity, zip code, employment industry, co-morbidities, and exposure risk.*** ***• Share cumulative case demographics via internet publication.***
	Applicant capacity: What is the current capacity to perform this milestone?	*We are actively recruiting and reassigning staff to meet our current needs. Our capacity will be dependent upon future case/contact levels.*
	Expected Achieve By Date *(select from drop down)*	

Activity 7 - Milestone 2	**Activity 7: Improve understanding of jurisdictional communities with respect to COVID-19 risk.**	
	Planned Activity (Provide a title for this milestone)	***Document complaints received by LHJ***
	Implementation Plan (Bulleted items or brief sentences)	***• Record and analyze violation/compliance complaints received by LHJ COVID-19 call center.*** ***• Receive and address complaints received about businesses regulated by MCHD environmental health.***

	Applicant capacity: What is the current capacity to perform this milestone?	*The activities within this milestone are currently being performed.*
	Expected Achieve By Date *(select from drop down)*	

Budget

Expenditure Type	Expenditure Name	Max # of Hours (if hourly employee)	(if available) Monthly Salary/Hourly Range (per budget)	Salary/Hourly Rate	Total % Budgeted	Months Position Budgeted	Original Budget
Postion Title	Public Health Epi II Salary		5,842-7,975	6,857.00	1 FTE	20 Months Salary	**$ 137,140.00**
Position Title	Temp Office Assistant II Salary		2,756-3,764	3,236.00	1 FTE	7.5 Months Salary	**$ 24,536.10**
Total Salaries and Wages							**$ 161,676.10**
Fringe	Public Health Epi II Fringe			4228.75		**20 Months Benefits**	**$ 84,575.00**
Total Fringe Benefits					**0.00%**		**$ 84,575.00**
Total Personnel							**$ 246,251.10**
Other Costs							
Information Tech and Telecommunications	EPI II's telephone equipment and local phone service, email, internet connection, enterprise cost, interface system service, and maintenance (20 months X 431.66 per month)						$ 8,633.20
Information Tech and Telecommunications	OA II's telephone equipment and local phone service, email, internet connection, enterprise cost, interface system service, and maintenance (7.5 months X 431.66 per month)						$ 3,237.45
Total Other Costs							**$ 11,870.65**
Total Direct Cost							**$ 258,121.75**
FA - Indirect (Use CDPH Approved Cost Rate for ICR)		**25.0%**	Indirect Type				**$ 61,496.25**
Total Budget							**$ 319,618.00**

Total not to exceed $319,618.00.

Reporting

Progress Reports

Progress reports are due quarterly by the 30th/31st of the month following the end of the quarter. Progress report will be emailed by the due date to ELCCOVID19@helunahealth.org.

Mandatory Grant Disclosures

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations

of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Tonya M. Jenkins, Grants Management Specialist
Time Solutions LLC
Office of Grants Services (OGS)
Office of Financial Resources (OFR)
Office of the Chief Operating Officer (OCOO)
Centers for Disease Control and Prevention (CDC)
pjo6@cdc.gov | 404-498-2399 office

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

ATTACHMENT B

Insurance Coverage Requirements

Local Health Department (and any sub Local Health Department may use if permitted under the Agreement) shall, at its own expense, obtain and maintain the following self-insurance coverage during all periods while providing services under the Agreement:

General Liability Insurance

(a) Coverage on an occurrence basis of all operations and premises, independent Local Health Departments, products, completed operations, explosion, collapse and underground hazards, broad form contractual liability, personal injury (including bodily injury and death), broad form property damage (including completed operations and loss of use) and additional insured endorsement.

(b) The minimum limits of liability under this insurance requirement shall be not less than the following:

(i)	General Aggregate Limit	$2,000,000
(ii)	Each Occurrence	$1,000,000

Workers Compensation & Employer's Liability Insurance

Coverage in accordance with all applicable state laws reflecting the following limits of liability

(b) Workers' Compensation:

(i) California Statutory Benefits

(b) Employer's Liability:

(i)	$1,000,000	Bodily Injury each Accident
(ii)	$1,000,000	Bodily Injury by Disease – Policy Limit
(iii)	$1,000,000	Bodily Injury by Disease – Each Employee

Comprehensive Automobile Liability Insurance

Coverage for all owned, hired and non-owned vehicles with limits not less than $1,000,000 combined single limit, bodily injury and property damage liability per occurrence with no annual aggregate limits.

Professional Liability Insurance

Coverage with minimum limits of liability not less than $1,000,000 each occurrence and $2,000,000 annual aggregate. To the extent coverage is afforded on a claims made basis, tail coverage for a minimum of three (3) years shall be required.

All insurance policies shall: (i) name HELUNA HEALTH and any related entities identified by HELUNA HEALTH as Additional Insureds on a primary basis; (ii) stipulate that the insurance is primary and that any insurance carried by any of said Additional Insureds shall be excess and non-contributory insurance; (iii) be provided by carriers rated by A.M. Best Company as "A- VII" or better and be admitted to conduct insurance business in California; (iv) not contain a deductible greater than $1,000; (v) provide that thirty (30) days written notification is to be given to HELUNA HEALTH prior to the non-renewal, cancellation or material alteration of any policy; and (vi) be acceptable to HELUNA HEALTH.

ATTACHMENT C

Required Invoice Template
Draft

An example of the required invoice template is attached. The invoice template specific to your agency will be provided after the agreement is fully executed.

Invoice Instructions

The invoice template will be updated monthly and provided the third week of month for the previous month.

Monthly invoice template and supporting documentation are due within 30 days of month end via email to ELCCOVID19Invoices@helunahealth.org.

- Supporting documentation required: Invoice, proof of payment, receipts, and packing slips for any operating cost purchases (i.e. equipment, supplies, etc.).
- For personnel supporting documentation, please provide payroll register or general ledger detail for employees and timesheets.

INVOICE

Heluna Health
13300 Crossroads Parkway North, Suite 450
City of Industry, CA 91746
(800) 201-7320
ELCCOVID19Invoices@helunahealth.org

Name of Local Health Department _____
Local Health Department Address _____
Contact _____
Telephone # _____
Email _____

Program Number: _____ Invoice No: _____
Period Covered: _____ Date of Invoice: _____
Final: Yes_____ No_____

ITEM	Prior Month Expended	CURRENT EXPENSES	CUMULATIVE EXPENSES	APPROVED BUDGET	UNEXPENDED BALANCE
Non-Heluna Health Personnel Costs					
Position Title	$0.00	$0.00	$0.00	$0.00	$0.00
Total Salaries	$0.00	$0.00	$0.00	$0.00	$0.00
Total Benefits	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL NON-HELUNA HEALTH PERSONNEL COSTS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Operating Costs					
Line 1	$0.00	$0.00	$0.00	$0.00	$0.00
Line 2	$0.00	$0.00	$0.00	$0.00	$0.00
Line 3	$0.00	$0.00	$0.00	$0.00	$0.00
Line 4	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL OPERATING COSTS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
TOTAL DIRECT COSTS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Indirect Costs	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
TOTAL INVOICE	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Please submit only one (1) invoice per month.
Due Date: Invoice and supporting documentation are due within 30 days of month end via email to ELCCOVID19Invoices@helunahealth.org.
Supporting documentation required: invoice, proof of payment, receipts, and packing slips for any operating cost purchases (i.e. equipment, supplies, etc.).
For personnel supporting documentation, please provide payroll register or general ledger detail for employees and timesheets.

I certify that all expenditures reported are for appropriate purposes and in accordance with the terms and conditions of the agreement.

_____ _____
Signature Date

_____
Printed Name and Title

**********Heluna Health Use Only**********

Received on: _____

First Review & Date: _____

Approver & Date: _____

Date Sent to Accounting: _____

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-15097
a. Approve and authorize the Director of Health or Assistant Director of Health to sign a Work Order Agreement with Public Health Foundation Enterprises, Inc. dba Heluna Health, in the amount of $319,618 to support COVID-19 epidemiology services for the period retroactive from May 1, 2020 to March 31, 2022; and
b. Accept the risk provisions (indemnification, insurance, and limitations of liability) as recommended by the Director of Health; and
c. Accept the Confidentiality and Non-Disclosure provision as recommended by the Director of Health.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: A 21-013
Agenda Item No.: 36

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

Julian Lorenzana, Deputy

Introduced: 1/13/2021

Current Status: Passed - Department of Social Services

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services to sign a zero dollar Agreement with Cake4Kids to provide free birthday and special occasion cakes to foster children and youth in care effective February 1, 2021 through January 31, 2022 with nonstandard liability and indemnification provisions; and
b. Authorize the Director of Social Services to sign up to three (3) amendments to this Agreement as long as they do not encompass payment or significantly change the scope of services.

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 dollar Agreement with Cake4Kids to provide free birthday and special occasion cakes to foster children and youth in care effective February 1, 2021 through January 31, 2022 with nonstandard liability and indemnification provisions; and
b. Authorize the Director of Social Services to sign up to three (3) amendments to this Agreement as long as they do not encompass payment or significantly change the scope of services.

SUMMARY/DISCUSSION:
Cake4Kids' mission is to help foster and at risk children and youth feel special at least one day a year, to raise their self-esteem, and to increase their chance of success in life knowing that people care for them. The primary method of mission delivery is by providing free.cakes or other baked goods for birthdays and other special occasions to foster care and at-risk children and youth who wouldn't otherwise have a treat to celebrate the occasion.

Due to the unique nature of the service and the low risk to the County, the Department recommends the Board approve this Agreement with nonstandard liability and indemnification provisions.

OTHER AGENCY INVOLVEMENT:
The Auditor Controller has reviewed and approved the agreement. County Counsel has approved the agreement as to form.

FINANCING:
This a zero dollar agreement. There is no fiscal impact to County General Funds.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This agreement correlates to the Health & Human Services Strategic Initiative adopted by the Board of Supervisors by allowing the Department to improve the quality of life for foster children.

Mark a check to the related Board of Supervisors Strategic Initiatives:

__ Economic Development
__ Administration
_X_ Health & Human Services
__ Infrastructure
__ Public Safety

Prepared by: Sara Sturtevant, MAII x 4413

Approved by: Lori A. Medina x4430

Attachments: Cake4Kids Agreement
Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report

Monterey County

Board Report

Legistar File Number: A 21-022

Item No.

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

January 26, 2021

Introduced: 1/13/2021
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services to sign a zero dollar Agreement with Cake4Kids to provide free birthday and special occasion cakes to foster children and youth in care effective February 1, 2021 through January 31, 2022 with nonstandard liability and indemnification provisions; and
b. Authorize the Director of Social Services to sign up to three (3) amendments to this Agreement as long as they do not encompass payment or significantly change the scope of services.

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 dollar Agreement with Cake4Kids to provide free birthday and special occasion cakes to foster children and youth in care effective February 1, 2021 through January 31, 2022 with nonstandard liability and indemnification provisions; and
b. Authorize the Director of Social Services to sign up to three (3) amendments to this Agreement as long as they do not encompass payment or significantly change the scope of services.

SUMMARY/DISCUSSION:
Cake4Kids' mission is to help foster and at risk children and youth feel special at least one day a year, to raise their self-esteem, and to increase their chance of success in life knowing that people care for them. The primary method of mission delivery is by providing free.cakes or other baked goods for birthdays and other special occasions to foster care and at-risk children and youth who wouldn't otherwise have a treat to celebrate the occasion.

Due to the unique nature of the service and the low risk to the County, the Department recommends the Board approve this Agreement with nonstandard liability and indemnification provisions.

OTHER AGENCY INVOLVEMENT:
The Auditor Controller has reviewed and approved the agreement. County Counsel has approved the agreement as to form.

FINANCING:
This a zero dollar agreement. There is no fiscal impact to County General Funds.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This agreement correlates to the Health & Human Services Strategic Initiative adopted by the Board of Supervisors by allowing the Department to improve the quality of life for foster children.

Mark a check to the related Board of Supervisors Strategic Initiatives:

__ Economic Development
__ Administration
_X_ Health & Human Services
__ Infrastructure
__ Public Safety

Prepared by: Sara Sturtevant, MAII x 4413

Becky Crom for Lori A. Medina

Approved by: Lori A. Medina x4430

Attachments: Cake4Kids Agreement
Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report

DocuSign Envelope ID: 84874A5F-E4EB-4530-8632-4D095C40AF0C

AGENCY AGREEMENT

Cake4Kids' mission is to help foster kids and at-risk youth feel special at least one day a year, to raise their self-esteem, and to increase their chance of success in life knowing that people care for them. The primary method of mission delivery is by providing free birthday cakes or other baked goods **("Baked Goods")** to foster care and at-risk youth who wouldn't otherwise have a treat for their birthday.

In consideration of the mutual promises made in this Agreement, the parties agree as follows:

1. Responsibility of Cake4Kids. Cake4Kids with the undersigned agency (the **"Agency"),** who are helping youth and families in need. Upon the request of the Agency, Cake4Kids shall, at no cost, provide and deliver Baked Goods to the Agency (the **"Services").**

2. Responsibility of Agency. Agency acknowledges and agrees that health, safety, welfare and supervision of youth are the sole responsibility of Agency. Agency agrees to ensure adult supervision of youth during delivery of the Services from Cake4Kids, if applicable. Agency hereby assumes full responsibility for (a) providing Cake4Kids with accurate information as to Baked Goods requested, including, without limitation, any applicable food allergies or other information to ensure the safe consumption of the Baked Goods provided hereunder (the **"Required Information");** and (b) any risk of bodily injury or death arising out of or related to the inadequate or negligent provision of the Required Information.

3. Limitation of Liability.

   a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF THE SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. THE LIMITATIONS ON LIABILITY AND TYPES OF DAMAGES STATED IN THIS SECTION APPLY, REGARDLESS OF THE FORM OF ANY LAWSUIT OR CLAIM EITHER PARTY MAY BRING, WHETHER IN TORT, CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

b. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY'S TOTAL, AGGREGATE LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CLAIMS OR DAMAGES ARISING UNDER THIS AGREEMENT EXCEED $100. CAKE4KIDS' TOTAL, AGGREGATE LIABILITY TO AGENCY OR TO ANY THIRD PARTY FOR ANY CLAIMS OR DAMAGES ARISING UNDER CAKE4KIDS' INDEMNIFICATION OBLIGATIONS SHALL NOT EXCEED $5,000.

4. Indemnification.

a. Agency agrees to indemnify, defend and hold harmless Cake4Kids, its directors, officers, employees, volunteers, agents, legal successors and assigns and defend any third party action or threat of action, claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent such action is based upon a claim that arises out of: (i) Agency's breach of this Agreement; (ii) the negligence or willful misconduct of Agency; or (iii) the failure of Agency to provide the Required Information.

b. Cake4Kids agrees to indemnify, defend and hold harmless Agency, its directors, officers, employees, volunteers, agents, legal successors and assigns and defend any third party action or threat of action, claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent such action is based upon a claim that arises out of: (i) Cake4Kids' breach of this Agreement; or (ii) the negligence or willful misconduct of Cake4Kids.

5. Governing Law; Jurisdiction. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California, without giving effect to conflicts of law principles. All disputes arising under this Agreement shall be brought in the federal and state courts located in Monterey, California, as permitted by law, and each of the parties consents to the personal jurisdiction, service of process and venue of such courts.

6. Miscellaneous. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. No provision of this Agreement may be waived, altered or amended, except by a written instrument signed by Cake4Kids and Agency. This Agreement constitutes the entire agreement between the parties concerning the matters set forth in this Agreement and no representations, warranties or inducements, express or implied, have been made by either party to the other except as set forth in this Agreement. If any provision of this Agreement is held invalid or illegal, such illegality shall not invalidate the whole of this Agreement, but rather the Agreement shall be construed as if it did not contain the illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly. This Agreement may be executed in counterpart copies, all of which when taken together shall be deemed to constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

7. Term and Termination: This Agreement shall become effective February 1, 2021 and shall terminate upon January 31, 2022 unless terminated earlier by either party. The term may be extended by amending this Agreement upon the written consent of both parties. Sections 3-6 shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth below.

Cake4Kids

DocuSigned by:
Julie Eades, Executive Director
7BEB58FC46E64EB...

Julie Eades, Executive Director
12/14/2020 | 5:07 PM PST

Monterey County Department
of Social Services

Lori A. Medina, Director

Approved as to form:

Anne Brereton, County Counsel

County Counsel
12/17/2020 | 11:47 AM PST

Approved as to fiscal provisions:

DocuSigned by:
Gary Giboney
D3834BFEC1D8449...

Auditor Controller
12/17/2020 | 12:04 PM PST

AGENCY ACKNOWLEDGES THAT AGENCY HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS SET FORTH IN THIS AGREEMENT.

Name of Agency:	Monterey County Department of Social Services Family and Children's Services
Address:	1000 S. Main St., Suite 206 Salinas, CA 93901
Agency Contact Name Email	Sara Sturtevant sturtevants@co.monterey.ca.us
Name of Authorized Agency Signatory	Lori A. Medina
Title of Authorized Agency Signatory:	Director, Department of Social Services
Authorized Agency Signature:	
Effective Date:	

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-15098
a. Approve and authorize the Director of the Department of Social Services to sign a zero dollar Agreement with Cake4Kids to provide free birthday and special occasion cakes to foster children and youth in care effective February 1, 2021 through January 31, 2022 with nonstandard liability and indemnification provisions; and
b. Authorize the Director of Social Services to sign up to three (3) amendments to this Agreement as long as they do not encompass payment or significantly change the scope of services.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: A 21-022
Agenda Item No.: 37

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

Julian Lorenzana, Deputy

Monterey County

Board Report

Legistar File Number: A 21-023

Item No.38

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

January 26, 2021

Introduced: 1/13/2021

Current Status: Passed - Department of Social Services

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Chmura Economics & Analytics for a subscription license to utilize workforce and economic management tools in the amount of $19,031 for the period February 1, 2021 to January 31, 2022 with nonstandard indemnification terms and provisions; and
b. Approve and authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement as long as they do not exceed 10% ($1,903) of the total amount or 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 an agreement with Chmura Economics & Analytics for a subscription license to utilize workforce and economic management tools in the amount of $19,031 for the period February 1, 2021 to January 31, 2022 with nonstandard indemnification terms and provisions; and
b. Approve and authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement as long as they do not exceed 10% ($1,903) of the total amount or significantly change the scope of work.

SUMMARY/DISCUSSION:
The Department of Social Services CalWORKs and Employment Services (CEWS) will utilize the JobsEQ platform to access data on employment statistics and trends, job forecasts, wages, educational data, demographics, and firm-specific information that convert data into decision-ready information that can be analyzed over a span of time. This will help CWES to monitor and forecast local and regional economic trends, and support CWES customers in making career and education decisions to help promote stable employment and personal and professional growth. It will also benefit local employers by growing the available labor force and will promote economic growth within the county.

The subscription license includes access to onboarding and ongoing training and support from Chmura economists and statisticians.

While the indemnification terms and provisions are not standard to the County, they are standard to the software industry. In consideration of the benefit of the software to CWES, its clients and local employers, the Department recommends approval of this agreement.

OTHER AGENCY INVOLVEMENT:
The Auditor Controller and Purchasing has reviewed and approved this agreement. County Counsel has approved the agreement as to form.

FINANCING:
This agreement is funded through the CalWORKs Single Allocation (Federal/State revenues.) Sufficient appropriations and revenues for SOC005 are included in the FY 2020-21 Adopted Budget. Future fiscal year costs will be requested through the corresponding annual budget processes.
BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This agreement correlates to the Economic Development and Health and Human Services Strategic Initiatives adopted by the Board of Supervisors by supporting the success of CWES customers as well as the growth of the local economy.

Mark a check to the related Board of Supervisors Strategic Initiatives

_X_ Economic Development
___ Administration
_X_ Health & Human Services
___ Infrastructure
___ Public Safety

Prepared by: Juan Plascencia, Department Information Systems Manager, x7036

Approved by: Lori A. Medina, Director x4430

Attachments: Chmura Economics & Analytics agreement

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

Introduced: 1/13/2021 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

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___ Administration
_X_ Health & Human Services
___ Infrastructure
___ Public Safety

Prepared by: Juan Plascencia, Department Information Systems Manager, x7036

Becky Crom For Lori A. Medina

Approved by: Lori A. Medina, Director x4430

Attachments: Chmura Economics & Analytics agreement

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

DocuSign Envelope ID: F710B828-DE31-4394-811C-1E9E41F79BD5

JobsEQ®
SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is effective as of February, 1, 2021 (the "Effective Date"), through January 31, 2022, and is made by and between Chmura Economics & Analytics, LLC, a Virginia limited liability company located at 1309 East Cary Street, Richmond, VA 23219 ("Chmura"), and Monterey County Department of Social Services, located at 1000 S Main St, Salinas, CA 93901 ("Client").

Recitals:

Whereas, Client desires to obtain a subscription license to the Chmura JobsEQ® Platform, to utilize Chmura's proprietary JobsEQ® workforce and economic management tools and the proprietary data therein; and

Whereas, Chmura is willing to grant Client a subscription license on the terms and conditions set forth herein;

Now, Therefore, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, Chmura and Client hereby agree as follows:

1. Definitions.

(a) "Affiliate" of an entity means any entity which, directly or indirectly, controls, is controlled by or is under common control with such entity, where control means the ability to direct the affairs of an entity through ownership of voting interest, contract rights or otherwise.

(b) "Chmura Intellectual Property" means: (i) the Chmura Software; (ii) the Chmura JobsEQ® Platform; (iii) Data; (iv) the Documentation; (v) all Derivative Works of the foregoing; and (vi) and all patents, copyrights, trade secret rights and other intellectual property rights with respect to the foregoing (i) – (v).

(c) "Chmura JobsEQ® Platform" means Chmura's proprietary, online JobsEQ® platform, located at www.JobsEQ.com.

(d) "Chmura Software" means Chmura's proprietary JobsEQ® workforce and economic management software, modeling tools, Documentation, and all Data included therein.

(e) "Claim" shall have the meaning set forth in Section 7(a) below.

(f) "Client Indemnitees" shall have the meaning set forth in Section 7(a) below.

(g) "Client User Information" means all data in any format relating to End Users or Client employees or agents.

(h) "Confidential Information" shall have the meaning set forth in Section 9(a) below.

(i) "Data" means the datasets available through the Chmura JobsEQ® Platform.

(j) "Derivative Work", as well as "display", "perform" and "copies," are as defined in the U.S. Copyright Act, Title 17 of the U.S. Code, as amended.

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(k) "Disclosing Party" shall have the meaning set forth in Section 9(a) below.

(l) "Documentation" means any documentation, materials, or other instructions provided to Client as a licensed user of the JobsEQ® Platform, including without limitation the content of the "Help" feature of the JobsEQ® Platform.

(m) "End Users" means those individuals permitted to access the JobsEQ® Portal as set forth on Schedule 1.

(n) "In Bulk" means downloading all or parts of the Data in a systematic or regular manner so as to create a collection of materials comprising all or part of the Data whether or not such collection is in electronic or print form.

(o) "License Fees" shall have the meaning set forth on Schedule 1.

(p) "Losses" shall have the meaning set forth in Section 7(a) below.

(q) "Products" shall mean, collectively, the Chmura JobsEQ® Platform and the Chmura Software.

(r) "Receiving Party" shall have the meaning set forth in Section 9(a) below.

(s) "Term" shall mean the subscription term of this Agreement as set forth on Schedule 1.

2. License Grant and Restrictions on Use.

(a) License. Chmura grants to Client, only for use by Client's authorized End Users as set forth on Schedule 1, a non-exclusive, non-transferable (except as set forth herein), non-sublicensable, worldwide, license to access the Chmura JobsEQ® Platform and to use the Chmura Software solely for Client's business purposes and in accordance with the permitted uses set forth in Section 2(b). Client may not disclose Data to third parties who are consultants or businesses that compete with Chmura in consulting or in providing labor market data or compete with Chmura in any manner. Client agrees that it shall include an acknowledgement of Chmura's JobsEQ as the source for any Data extracted from the Chmura JobsEQ® Platform in any printed materials containing such Data.

(b) Permitted Uses. Subject to the provisions herein, End Users may use the Data in the ordinary course of Client's business purposes for:

(i) Client's internal research purposes;

(ii) Providing information regarding a limited number of particular industries, occupations, programs, or regions to Client's stakeholders, clients, or prospective clients;

(iii) Marketing Client's organization or region;

(iv) Creating periodic general research reports for in-house use or for stakeholders', clients', or prospective clients' use.

(v) Subject to the provisions herein, Client may print Data or copy Data into other programs, so long as the amount of Data being printed or copied is reasonably tailored for Client's purposes, insubstantial, and used in compliance with these use and copying provisions.

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(c) Restrictions on Use. Client agrees that:

(i) Client shall not rent, sell, assign, lease, or sublicense the Chmura JobsEQ® Platform or any Data, nor use the Chmura JobsEQ® Platform in a service bureau, outsourcing or other arrangement to process or analyze data on behalf of any third party, except as expressly set forth in the Permitted Uses above.

(ii) Client shall not download or attempt to download Data In Bulk.

(iii) Client shall not access the Chmura JobsEQ® Platform using any tools to automate such access (by way of example but not limitation, such as using a browser plugin to automate Client's web browser).

(iv) Client shall not knowingly access, store, or transmit via the Chmura JobsEQ® Platform any material that:

(A) is unlawful, harmful, or infringing;

(B) facilitates illegal activity; or

(C) causes damage or injury to any person or property.

(v) Client shall not violate or attempt to violate the security of Chmura's networks, including (A) accessing Data not intended for Client; (B) accessing a server or account which Client is not authorized to access; (C) attempting to scan or test the vulnerability of a system or network or to breach security or authentication measures; or (D) attempting to interfere with the availability or functionality of the Chmura JobsEQ® Platform, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing;

(vi) Notwithstanding any other provision herein or on any Schedule, Client shall not share the Data with any competitors or consultants competing directly with Chmura.

(vii) Client shall not decompile, disassemble, reverse engineer or otherwise attempt to derive source code from the Chmura Software or the Chmura JobsEQ® Platform, in whole or in part, nor will Client use any mechanical, electronic, or other method to decompile, disassemble, or identify the source code of the Chmura Software or encourage others to do so;

(viii) Client shall not use or distribute any Data to directly or indirectly create or contribute to the development of any database or product;

(ix) Client shall not make any portion of the Data publicly available, except as expressly set forth in the Permitted Uses above;

(x) Client shall not store, copy, or export any portion of the Data into any database or other software, except as expressly set forth in the Permitted Uses above;

(xi) Client shall not upload, post, or otherwise publish any portion of the Data on, or provide access to any portion of the Data through the internet, any other electronic network, and data library, any listing service, or any other data sharing arrangement, except as expressly set forth in the Permitted Uses above;

(xii) Client shall comply with Chmura's policies and procedures in effect during the Term regarding use of the Chmura JobsEQ® Platform.

(xiii) Client shall cause each of Client's authorized End Users to comply with the obligations set forth in this Section.

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3. Training Services; Uptime.

(a) Training. Weekly training sessions are included in the License Fees – typically one or two webinars per week are available. Webinar users will be undisclosed to other attendees to protect their privacy. In addition to the weekly training session, the JobsEQ® live chat feature provides technical assistance during most business hours. JobsEQ® also includes video tutorials and written documentation in the online Help section. Client may request additional training sessions for the authorized End Users at Chmura's hourly rate as set forth on Schedule 1.

(b) Chmura JobsEQ® Platform. The Chmura JobsEQ® Platform will go offline from time to time for maintenance. Chmura will use best efforts to provide notice (e-mail acceptable) of maintenance periods at least 24 hours in advance and to perform maintenance on weekends or after 5 p.m. CST on weekdays; provided, however, that in emergency situations such advance notice may not be possible.

(c) Internet Access. Except for maintenance as provided in subsection (b) above, and subject to the limitations below, the Chmura JobsEQ® Platform shall be available 24 hours per day/7 days per week.

(d) Client understands and agrees that occasional temporary interruptions of Internet service may occur due to acts of God, interruption in service by co-locator or other reasons beyond the reasonable control of Chmura which may interrupt or degrade the content of or delivery of information available from Chmura JobsEQ® Platform from time to time. IN THE EVENT AN INTERRUPTION OF CHMURA'S ABILITY TO PROVIDE ACCESS TO THE CHMURA JOBSEQ® PLATFORM LASTS MORE THAN FIVE (5) BUSINESS DAYS, CLIENT SHALL HAVE THE OPTION TO TERMINATE THIS AGREEMENT AND RECEIVE A PRO-RATA REFUND OF THE ANNUAL FEES PAID BY CLIENT FOR THE TERMINATED PORTION OF THE TERM.

4. Ownership. Client acknowledges and agrees that the Chmura Intellectual Property is owned exclusively by Chmura (including, without limitation, the look and feel, designs, algorithms, databases structures, methodologies, and know-how associated with the Chmura Intellectual Property and all updates, upgrades, improvements, customizations and enhancements to the JobsEQ® Platform) and Client has no ownership rights in any Chmura Intellectual Property except the limited license granted in Section 2 above.

5. Financial Matters and Fees.

(a) Fees. Client agrees to pay the annual License Fees set forth on Schedule 1. Following the initial one-year Term, Chmura may thereafter, upon notice to Client, amend the fee schedule annually, provided however that the License Fees shall not increase in any one year by more than the greater of (i) the percentage increase in the Consumer Price Index (Chained CPI for All Urban Consumers (C-CPI-U)) during the previous calendar year over the calendar year preceding that one or (ii) three percent (3%). Chmura shall provide notice to Client no less than sixty (60) days prior to the end of the then-current subscription Term of any written amendment to the fee schedule for the upcoming renewal Term agreed upon by both parties in writing.

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(b) Taxes. Client shall pay or reimburse Chmura for all sales and use taxes levied or imposed by reason of the performance by Chmura under this Agreement; excluding, however, income taxes on Chmura's gross income, employment taxes and taxes based on professional licenses or business operations which may be levied against Chmura.

(c) Invoicing and Payment. Chmura accepts payments by check, ACH/Debit, EFT, VISA, MasterCard and American Express. Payment by credit card is subject to a 2% convenience fee. Chmura does not offer a discount for paying by check, ACH/Debit, or EFT. Unless otherwise expressly set forth on Schedule 1, Chmura shall bill Client quarterly in advance, with invoices due no later than the 10th of the month following the previous quarter. Payment shall be made by Client thirty days after receipt of a certified invoice in the office of the Auditor Controller. Invoices 45 days past due will result in a suspended subscription, if applicable.

6. Limitations on Warranties and on Liability.

(a) DISCLAIMER OF WARRANTIES. CHMURA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY END-USER AS TO THE ACCURACY OR ADEQUACY OF OR OMISSIONS FROM ANY DATA OR AS TO THE ADEQUACY OF RESULTS TO BE OBTAINED BY USING THE JOBSEQ® PLATFORM, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CHMURA DOES NOT WARRANT THAT: (i) THE JOBSEQ® PLATFORM WILL BE FREE FROM MINOR DEFECTS OR ERRORS THAT DO NOT MATERIALLY AFFECT ITS PERFORMANCE; (ii) THE JOBSEQ® PLATFORM WILL OPERATE UNINTERRUPTED OR CAN BE ACCESSED AND USED BY END USERS AT ALL TIMES WITHOUT INTERRUPTION, (iii) THE JOBSEQ® PLATFORM IS COMPATIBLE WITH ANY SOFTWARE, SERVICE OR HARDWARE UTILIZED BY CLIENT OR END USERS EXCEPT AS EXPRESSLY APPROVED IN WRITING BY CHMURA; OR (iv) THAT ANY DATA CONTAINED IN THE JOBSEQ® PLATFORM, IS SUFFICIENT TO MEET CLIENT'S OR ANY END USER'S BUSINESS, EDUCATIONAL OR TRAINING REQUIREMENTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT TO THE CONTRARY, THE JOBSEQ® PLATFORM, THE CHMURA SOFTWARE AND THE DATA ARE PROVIDED "AS IS" AND WITH ALL FAULTS.

(b) LIMITATION OF LIABILITY. IN NO EVENT SHALL CHMURA BE LIABLE FOR DAMAGES UNDER THIS AGREEMENT EXCEEDING 400% OF THE ANNUAL LICENSE FEES PAYABLE BY CLIENT TO CHMURA UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, ANY AND ALL LEGAL AND REGULATORY ACTIONS, ALLEGED DAMAGES, CLAIMS, LIABILITIES, COSTS, EXPENSES OR FINANCIAL LOSS, IN ANY WAY ARISING FROM OR RELATING TO THE PERFORMANCE OF THIS AGREEMENT REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DocuSign Envelope ID: F710B828-DE31-4394-811C-1E9E41F79BD5

7. Indemnification.

(a) By Chmura. Chmura shall indemnify, defend and hold harmless Client and its Affiliates and their respective officers, directors, employees, and agents (the "Client Indemnitees") from and against any loss, damages, expenses, and costs (including reasonable attorney's fees and court costs) (collectively, "Losses") suffered or incurred by the Client Indemnitees arising out of any threatened or actual claim, action or proceeding ("Claim") that the Chmura Products or Client Indemnitees' use thereof infringes a patent or copyright, or misappropriates a trade secret or otherwise violates the rights of a third party. Chmura shall control the defense of any such Claim and, at its discretion, may enter into a stipulation of discontinuance and settlement thereof; provided that Chmura shall not enter any settlement that requires anything other than the payment of money without Client's prior written approval. Client shall cooperate, at Chmura's expense, with Chmura in any such defense and shall make available to Chmura all those persons, documents and things required by Chmura in the defense of any such Claim. Client may, at its expense, also assist in such defense with counsel of its own choosing.

(b) Remedies. If Chmura is required to indemnify the Client Indemnitees pursuant to Section 7(a) above, Chmura shall, at its option, either procure for Client the right to continue using the Chmura JobsEQ® Platform or modify the Chmura JobsEQ® Platform to permit Client to exercise its rights hereunder. If the foregoing options are not available, either party may terminate this Agreement with thirty (30) days written notice. and in such event Chmura shall refund to Client the pro rata portion of the License Fee for that portion of the quarter occurring after the termination of the Agreement. Sections 7 (a) and (b) state Chmura's entire obligations concerning infringement of third party rights.

(c) By Client. Client shall indemnify, defend and hold harmless Chmura and its officers, directors, employees, and agents against any and all Claims and Losses suffered or incurred by Chmura to the extent that they arise out of Client's use of the Chmura JobsEQ® Platform in a manner that violates the terms of this Agreement. Chmura shall control the defense of any such Claim and, at its discretion, may enter into a stipulation of discontinuance and settlement thereof; provided that Chmura shall not enter any settlement that requires anything other than the payment of money without Client's prior written approval. Client shall cooperate, at Client's expense, with Chmura in any such defense and shall make available to Chmura all those persons, documents and things required by Chmura in the defense of any such Claim. Client may, at its expense, also assist in such defense with counsel of its own choosing.

8. Term and Termination.

(a) Term. The initial subscription Term shall be as set forth on Schedule 1 or, if no Term is specified, then one year from the effective date of this Agreement, with the option to renew in writing for two subsequent terms available to Client.

(b) Termination for Cause. Either party may terminate this Agreement at any time upon the occurrence of the following:

(i) the voluntary or involuntary dissolution and liquidation of the other party, the filing of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy by creditors of the other party, which petition is not dismissed within ninety (90) days, or a general assignment by the other party for the benefit of creditors; or

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(ii) if the other party has committed a material breach of any of the provisions of this Agreement, and such breach is not cured within thirty (30) days following the breaching party's receipt of notice from the non-breaching party specifying such breach; provided, however, that Chmura may at any time without prior notice terminate a specific End User's access to the Chmura JobsEQ® Platform if, (A) Client (or any End User) has breached its obligations under Section 2(b), (B) an End User's credentials have been compromised, or (C) any activity by Client or an End User appears to constitute misuse of, or may cause damage to, the Chmura JobsEQ® Platform or the Data.

(c) Termination without Cause: Either party may terminate this Agreement at any time by providing thirty (30) days written notice.

(d) Effect of Termination. Upon the termination of this Agreement pursuant to this Section 8 Chmura shall terminate Client's access to the Chmura JobsEQ® Platform and disable all passwords issued to Client and its End Users. In the event of termination of the Agreement for material breach by Chmura, Chmura shall refund to Client the pro-rata portion of the Annual License Fees paid by Client for the remainder of the then-current Term. In the event of termination of the Agreement for material breach by Client, then upon such termination, (A) Chmura shall be entitled to retain all License Fees paid by Client as of the date of termination, and (B) Client shall immediately pay Chmura all remaining License Fees due for the remainder of the then-current term.

9. Confidential Information.

(a) Generally. Each party (the "Receiving Party") will hold the Confidential Information of the other party (the "Disclosing Party") in confidence for the Disclosing Party and, except as may be authorized by the Disclosing Party in writing, the Receiving Party will not use or disclose Confidential Information to any persons except as contemplated hereunder. "Confidential Information" shall include any and all information of the Disclosing Party or its Affiliates which is disclosed hereunder and either identified in writing as "Confidential" or "Proprietary", or which, under the circumstances, ought reasonably to be treated as confidential or proprietary and shall include the Chmura Software, Documentation, and In Bulk Data.

(b) Exceptions. These confidentiality obligations shall not apply: (i) to any information or development which is or subsequently becomes available to the general public other than through a breach of this Agreement by, or fault of, the Receiving Party, or any party to whom it discloses Confidential Information; (ii) to any information or development which the Receiving Party can establish was already known to it before disclosure by the Disclosing Party; (iii) to any information or development which is developed through the independent efforts of the Receiving Party without regard to, reliance upon, use of or reference to any Confidential Information of the Disclosing Party; (iv) to any information or development which the Receiving Party rightfully and lawfully receives from a third party which is not under restriction as to confidentiality or use of such information; or (v) to any disclosure required as a result of the process of law or under applicable law, or pursuant to the order or subpoena of a government agency or court of competent jurisdiction, provided that the Receiving Party immediately notifies the Disclosing Party of the matter, and permits the Disclosing Party to seek a protection order, if it deems it necessary, prior to the release of the Confidential Information.

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(c) Survival. The obligations of confidentiality contained herein will survive and continue in full force and effect after the expiration or termination of this Agreement and will bind the parties and their successors and assigns.

(d) Client User Information. Notwithstanding anything herein to the contrary, it is understood that the Client User Information shall be considered Client Confidential Information and shall be treated as Confidential Information by Chmura and at no time shall be distributed to a third party or used by Chmura either before or after termination of this Agreement.

(e) Injunctive Relief. In the event of use or disclosure of any Confidential Information in a manner inconsistent with this Agreement or any other breach of this Section 9, the parties hereto acknowledge that a party or its affiliates, as applicable, may be caused irreparable damage, and that monetary damages alone may not be an adequate remedy for such breach and, in addition to any other relief to which it may be entitled, the injured party shall be entitled to seek, temporary and permanent injunctive relief to restrain any such breach, threatened or actual, without the need to post a bond or similar undertaking.

10. General Provisions.

(a) Independent Contractor. Each party acknowledges and agrees that the other is an independent contractor and shall have no authority to act as an agent of the other, nor shall either party bind or purport to bind the other to any commitment or obligation.

(b) Assignment, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither Client nor Chmura may assign its obligations hereunder, except either party may assign this Agreement in the event of a sale of substantially all of its assets or shares, or may assign this Agreement to its Affiliates, without the prior written consent of the other party which shall not be unreasonably withheld.

(c) Notices. All Notices required by this Agreement for either party are to be in writing (which shall not include email unless expressly permitted in the section of this Agreement where notice is required) and shall be forwarded as follows:

(i) If to Chmura:

Dr. Christine Chmura
Chmura Economics & Analytics, LLC
1309 East Cary Street
Richmond, VA 23219

With a copy to:

Janet P. Peyton, Esq.
McGuireWoods LLP
Gateway Plaza
800 East Canal Street
Richmond, VA 23219

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If to Client:

Juan Plasencia

Monterey County Department of Social Services

713 La Guardia Street

Salinas, CA 93905

Changes in address by either party shall be made by written notice to the other party as above provided. Notices required by this Agreement shall be deemed received (A) upon delivery, when delivered in person or by commercially receipted courier, (B) upon the date sent by facsimile, if confirmed by written courier delivery or U.S. Postal Service, or (C) five (5) days after deposit with the U.S. Postal Service by registered or certified mail. Notwithstanding the foregoing, invoices shall be sent to the Client billing contact identified on Schedule 1.

(d) Entire Agreement. This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements, representations, memoranda, and correspondence concerning the understandings between the parties regarding the subject matter hereof.

(e) Conflicts. In the event of a conflict between this Agreement and a Schedule, the terms of this Agreement shall govern, except as provided herein or to the extent the Schedule explicitly references this Section and the Section of the Agreement which it is modifying. The terms of this Agreement and each Schedule are to be construed, so far as is reasonably practicable, to be harmonious and consistent.

(f) Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the law of California . Each party hereby agrees to submit to jurisdiction of the state or federal courts situated in Monterey County, California.

(g) Publicity. Client consents to Chmura's use of Client's name and logo for the sole purpose of acknowledging Client as a user of the Chmura JobsEQ® Platform and Data in marketing materials.

(h) No Waiver. No modification, amendment, or waiver of the terms hereof shall be effective unless in the form of a written instrument signed by or on behalf of Chmura and Client.

(i) Severability. If any provision of this Agreement, or the application thereof, will for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace any such invalid or unenforceable provisions with valid and enforceable provisions designed to achieve, to the extent possible, the business purposes and intent of such invalid and unenforceable provisions.

(j) Force Majeure. Neither party shall be held responsible for any delay or failure in performance hereunder caused by fires, strikes, embargoes, acts of God, acts of terrorism, or other causes beyond its reasonable control.

(k) Survival. The rights and obligations of Sections 2(b), 6, 7, 8, 9, and 10 together with those other provisions which by their nature should survive, will so survive and continue in

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full force and effect after any expiration or termination of this Agreement and will bind the parties and their successors and assigns.

(l) Section and Paragraph Headings. Section and paragraph headings are for purposes of identification only and are not to be deemed provisions of this Agreement or in any way to alter the contents of the sections or paragraphs they head.

(m) Jury Trial Waiver. **EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**

(Signatures Follow)

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IN WITNESS WHEREOF, the parties thereto have duly executed this Agreement to be effective as of the Effective Date.

Chmura Economics & Analytics, LLC

DocuSigned by:

By: Leslie Peterson, President
0469A64744F0457...

Name: _____

Title: _____

Date: 1/4/2021 | 6:56 PM EST

Name: _____

Monterey County Department of Social Services

By: _____

Name: Lori A. Medina

Title: DSS Director

Date: _____

Approved as to Form:

DocuSigned by:

By: Anne Brereton, County Counsel 07025E3AA36B4A4... **Date:** 1/7/2021 | 4:40 PM PST

Deputy County Counsel

Approved as to Fiscal provisions:

DocuSigned by:

By: Gary Giboney D3834BFEC1D8449... **Date:** 1/7/2021 | 4:54 PM PST

Auditor Controller

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Schedule 1
to
JobsEQ®
Subscription Agreement

Client: **Monterey County Department of Social Services**

Term: The Term of this Agreement shall commence on the Effective Date and continue until the first anniversary of such date. Renewal terms shall be as set forth in the Agreement.

Six (6) Authorized End Users:

__1. Pending
__2. Pending
__3. Pending
__4. Pending
__5. Pending
__6. Pending

Annual License Fees: $19,031 payable upon invoice (see line items below)
- $19,031 for JobsEQ and RTI

Client billing contact: Juan Plascencia - plascenciajp@co.monterey.ca.us

License provides access to the following geographic area:

USA

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EXHIBIT A

AUTO LIABILITY MODIFICATION

Contractor will not be using vehicles for any aspect of this agreement. County and Contractor agree that Contractor's performance under this agreement is limited to software subscription licenses. In reliance thereon, automobile liability insurance is not required and the Additional Insured, Primary and Non-contributory endorsement requirement is waived.

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-15099
a. Approve and authorize the Director of the Department of Social Services to sign an agreement with Chmura Economics & Analytics for a subscription license to utilize workforce and economic management tools in the amount of $19,031 for the period February 1, 2021 to January 31, 2022 with nonstandard indemnification terms and provisions; and
b. Approve and authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement as long as they do not exceed 10% ($1,903) of the total amount or significantly change the scope of work.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: A 21-023
Agenda Item No.: 38

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

Julian Lorenzana, Deputy

Monterey County

Board Report

Legistar File Number: A 21-006

Item No.39

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

January 26, 2021

Introduced: 12/21/2020

Current Status: Passed - Department of Social Services

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Director of the Department of Social Services to execute a funding agreement, retroactively to November 1, 2020 through December 31, 2021 with the City and County of San Francisco, a municipal corporation, in its capacity as fiscal agent for the approval authority acting by and through the San Francisco Department of Emergency Management to receive $135,600 to purchase emergency shelter stand-up kits and cots to enhance regional mass care resources.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Department of Social Services to execute a funding agreement, retroactively to November 1, 2020 through December 31, 2021 with the City and County of San Francisco, a municipal corporation, in its capacity as fiscal agent for the approval authority acting by and through the San Francisco Department of Emergency Management to receive $135,600 to purchase emergency shelter stand-up kits and cots to enhance regional mass care resources.

SUMMARY/DISCUSSION:
The Bay Area Urban Areas Security Initiative (UASI) Program provides funding through a grant award by the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and is designed to assist high-threat, high-density Urban Areas in efforts to build, sustain, and deliver the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. Each year, planning efforts for the Bay Area grant program begin before the release of grant funds. Therefore, eligible application amounts are based on the preceding year's award. The Bay Area UASI conducts a project proposal process and agencies are required to submit applications into the online WebGrants system. In October 2019 and in coordination with the Monterey County Office of Emergency Services, the Department of Social Services submitted a project before the USAI for the acquisition of emergency 1) Shelter Stand Up Kits and 2) Cots intended for shelters opened and operated in the Monterey County Operational Area or upon mutual aid request to San Benito County or Santa Cruz County, and/or other counties in the Bay Area Social Services Consortium. This project and funding request were recently approved by the UASI Management Team.

When a shelter is opened, those who have been displaced by a disaster receive reception and registration services. These Shelter Stand-up Kits consist of supplies needed to rapidly open a shelter to begin intake and registration of community members who have been displaced. Organizing the shelter to provide service to residents requires many tasks including acquiring necessary supplies and

equipment. Cots will be utilized for over-night shelter residents and include the accommodation of people with disabilities, access, and functional needs. These kits and cots will be strategically placed, per local jurisdiction and with the County, thereby enhancing our response time to set up shelters and to meet the needs of the entire operational area.

This project application was submitted in 2019 and was recently awarded in November 2020 to purchase cots and shelter stand-up kits only. These resources are critically needed with regard to proper response to wildfire and other disasters by enhancing our capacity in various locations to strategically, it will enhance our regional capability to provide quality mass care resources to our communities and rapid human services, which are key to long-term resilience, in any disaster.

OTHER AGENCY INVOLVEMENT:
Coordination and planning in close partnership with the Monterey County Office of Emergency Services. The Auditor Controller and Contracts Purchasing have reviewed and approved this agreement. County Counsel has approved the agreement as to form.

FINANCING:
This agreement is a federal funding award provided by the Bay Area Urban Areas Security Initiative Program through a grant award number #2020-0095 by the Department of Homeland Security/Federal Emergency Management Agency. Sufficient revenue and appropriations in SOC005 are included in the FY2020-21 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This action correlates to the Public Safety and Health & Human Services Strategic Initiatives adopted by the Board of Supervisors by supporting the Department in enhancement of regional capability to provide quality mass care resources to our communities.

Mark a check to the related Board of Supervisors Strategic Initiatives

___ Economic Development
___ Administration
_X_ Health & Human Services
___ Infrastructure
_X_ Public Safety

Prepared by: Lauren Suwansupa, CAM x8492

Approved by: Lori A. Medina, Director x4430

Attachments: FY 20 USAI - Monterey Funding Agreement

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

Introduced: 12/21/2020 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Director of the Department of Social Services to execute a funding agreement, retroactively to November 1, 2020 through December 31, 2021 with the City and County of San Francisco, a municipal corporation, in its capacity as fiscal agent for the approval authority acting by and through the San Francisco Department of Emergency Management to receive $135,600 to purchase emergency shelter stand-up kits and cots to enhance regional mass care resources.

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This project application was submitted in 2019 and was recently awarded in November 2020 to purchase cots and shelter stand-up kits only. These resources are critically needed with regard to proper response to wildfire and other disasters by enhancing our capacity in various locations to strategically, it will enhance our regional capability to provide quality mass care resources to our communities and rapid human services, which are key to long-term resilience, in any disaster.

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This action correlates to the Public Safety and Health & Human Services Strategic Initiatives adopted by the Board of Supervisors by supporting the Department in enhancement of regional capability to provide quality mass care resources to our communities.

Mark a check to the related Board of Supervisors Strategic Initiatives

___ Economic Development
___ Administration
_X_ Health & Human Services
___ Infrastructure
_X_ Public Safety

Prepared by: Lauren Suwansupa, CAM x8492

Becky Crowe For Lori A. Medina

Approved by: Lori A. Medina, Director x4430

Attachments: FY 20 USAI - Monterey Funding Agreement

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

DocuSign Envelope ID: 619DA070-0909-4936-ADBD-55DCA3E35638

AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND THE COUNTY OF MONTEREY FOR THE DISTRIBUTION OF FY 2020 UASI GRANT FUNDS

THIS AGREEMENT is made this **NOVEMBER 1, 2020** in the City and County of San Francisco, State of California, by and between the **COUNTY OF MONTEREY** ("MONTEREY") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("San Francisco" or "City"), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Francisco Department of Emergency Management ("DEM").

RECITALS

WHEREAS, The United States Department of Homeland Security ("DHS") consolidated the separate San Jose, Oakland, and San Francisco Urban Areas into a combined Bay Area Urban Area ("UASI Region") for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative ("UASI") program grant funds; and

WHEREAS, The Bay Area Urban Area Approval Authority ("Approval Authority") was established as the Urban Area Working Group ("UAWG") for the UASI Region, to provide overall governance of the homeland security grant program across the UASI Region, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The UASI General Manager is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Francisco has been designated as the grantee for UASI funds granted by the DHS through the California Office of Emergency Services ("Cal OES") to the UASI Region, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Francisco has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the UASI Region; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Francisco to distribute a portion of the regional UASI grant funds to MONTEREY on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

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ARTICLE 1
DEFINITIONS

1.1 **Specific Terms**. Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) "**ADA**" shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) "**Authorized Expenditures**" shall mean expenditures for those purposes identified and budgeted in Appendix A, attached hereto and incorporated by reference as though fully set forth herein.

(c) "**Event of Default**" shall have the meaning set forth in Section 7.1.

(d) "**Fiscal Quarter**" shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) "**Grant Funds**" shall mean any and all funds allocated or disbursed to MONTEREY (DUNS#: 023232635) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2020-0095, Cal OES ID No. 075-95017, CFDA No. 97.067, per Cal OES award notice dated October 23, 2020.

In Process

(f) "**Grant Plan**" shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in Appendix A and the WebGrants system. If MONTEREY requests any modification to the Grant Plan, MONTEREY shall submit a written request to the UASI General Manager with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) "**Indemnified Parties**" shall mean: (i) San Francisco, including all commissions, departments including DEM, agencies, and other subdivisions of San Francisco; (ii) San Francisco's elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) "**Losses**" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) "**Reimbursement Request**" shall have the meaning set forth in Section 3.10(a).

1.2 **Additional Terms**. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of City. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation." The use of the term "subcontractor," "subgrantee," "successor" or "assign" herein refers only to a subcontractor, subgrantee, successor or assign expressly permitted under Article 8.

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1.3 **References to this Agreement**. References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," "herein" or "hereto" refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

ARTICLE 2
ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN FRANCISCO'S OBLIGATIONS

2.1 **Risk of Non-Allocation of Grant Funds**. This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and Cal OES requirements, guidelines, information bulletins, and instructions, the decision-making of the Cal OES and the Approval Authority, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Francisco Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. MONTEREY acknowledges and agrees that grant decisions are subject to the discretion of the Cal OES and Approval Authority. Further, MONTEREY acknowledges and agrees that the City shall have no obligation to disburse grant funds to MONTEREY until City and MONTEREY have fully and finally executed this Agreement. MONTEREY acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by Cal OES and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs**. No funds shall be available under this Agreement without prior written authorization certified by the San Francisco Controller. In addition, as set forth in Section 21.19 of the San Francisco Administrative Code:

(a) San Francisco's obligations hereunder shall not at any time exceed the amount approved in the grant award and/or by the Approval Authority, and certified by the Controller for the purpose and period stated in such certification.

(b) Except as may be provided by San Francisco ordinances governing emergency conditions, San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to request MONTEREY to perform services or to provide materials, equipment and supplies that would result in MONTEREY performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement, unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. San Francisco is not required to pay MONTEREY for services, materials, equipment or supplies that are provided by MONTEREY that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by San Francisco.

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(c) San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to offer or promise to MONTEREY additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. San Francisco is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement that requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

(d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 **SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

ARTICLE 3
PERFORMANCE OF THE AGREEMENT

In Process

3.1 **Duration of Term**. The term of this Agreement shall commence on **NOVEMBER 1, 2020** and shall end at 11:59 p.m. San Francisco time on **DECEMBER 31, 2021**.

3.2 **Maximum Amount of Funds**. In no event shall the amount of Grant Funds disbursed hereunder exceed **ONE HUNDRED THIRTY-FIVE THOUSAND SIX HUNDRED DOLLARS ($135,600).** The City will not automatically transfer Grant Funds to MONTEREY upon execution of this Agreement. MONTEREY must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to MONTEREY.

3.3 **Use of Funds**.

(a) General Requirements. MONTEREY shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. MONTEREY shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. MONTEREY shall not permit any federal employee to receive Grant Funds.

(b) Modification of Grant Plan. Under Sections 1.1(f) and 10.2 of this Agreement, MONTEREY may submit a written request to modify the Grant Plan. MONTEREY shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until (1) the General Manager or designee has provided written approval for the request and (2) the parties have finally executed a modification of this Agreement under Section 10.2, to reflect the modified Grant Plan. In addition, if the modification request requires approval from the Approval Authority and/or Cal OES, as determined by the General Manager, MONTEREY shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or Cal OES.

(c) No Supplanting. MONTEREY shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

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(d) Obligations. MONTEREY must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

3.4 **Grant Assurances; Other Requirements; Cooperation with Monitoring**.

(a) MONTEREY shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. MONTEREY shall require all subgrantees, contractors and other entities receiving Grant Funds through or from MONTEREY to execute a copy of the Grant Assurances, and shall ensure that they comply with those Grant Assurances.

(b) In addition to complying with all Grant Assurances, MONTEREY shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority. MONTEREY shall require and ensure that all subgrantees, contractors and other entities receiving Grant Funds through or from MONTEREY comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority.

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(c) MONTEREY shall promptly comply with all standards, specifications and formats of San Francisco and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. MONTEREY shall cooperate in good faith with San Francisco and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, Cal OES, San Francisco or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, MONTEREY shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 **Administrative, Programmatic and Financial Management Requirements.** MONTEREY shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that MONTEREY comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

(a) Administrative Requirements:

1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

(b) Cost Principles:

1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);
2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations*.

(c) Audit Requirements:

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1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

3.6 **Technology Requirements.**

(a) National Information Exchange Model ("NIEM"). MONTEREY shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.

(b) Geospatial Guidance. MONTEREY is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospacial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.

(c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if applicable.

(d) MONTEREY is encouraged to use the DHS guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles*, if Grant Funds are used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

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3.7 **Procurement Requirements.**

(a) General Requirements. MONTEREY shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions.

(b) Specific Purchases. If MONTEREY is using Grant Funds to purchase interoperable communication equipment, MONTEREY shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If MONTEREY is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, MONTEREY shall submit to the UASI Management Team for approval by Cal OES a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

(c) Bond requirement. MONTEREY shall obtain a performance bond for any equipment items over $250,000 or any vehicle, aircraft or watercraft financed with Grant Funds.

3.8 **Subgrantee and Contractor Requirements.**

(a) MONTEREY shall ensure and independently verify that any subgrantee, contractor or other entity receiving Grant Funds through or from MONTEREY is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. MONTEREY shall obtain documentation of eligibility before disbursing Grant Funds to any subgrantee, contractor or other entity. MONTEREY shall maintain documentary proof of this verification in its files. MONTEREY shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds to excluded parties. MONTEREY shall also establish procedures to provide for effective use and/or

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dissemination of the list to assure that its grantees and subgrantees, including contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) MONTEREY shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from MONTEREY complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) MONTEREY shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from MONTEREY complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance).*

3.9 **Monitoring Grant Performance.**

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of MONTEREY's performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

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1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) MONTEREY is responsible for monitoring and auditing the grant activities of any subgrantee, contractor or other entity receiving Grant Funds through or from MONTEREY. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or Cal OES makes findings that require a Corrective Action Plan by MONTEREY, the City shall place a hold on all Reimbursement Requests from MONTEREY until the findings are resolved.

3.10 **Disbursement Procedures**. San Francisco shall disburse Grant Funds to MONTEREY as follows:

(a) MONTEREY shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The UASI Management Team shall serve as the primary contact for MONTEREY regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will

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return to MONTEREY any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(c) The UASI Management Team will submit any Reimbursement Request that is approved by the UASI Management Team to DEM. City through DEM shall review the Reimbursement Request for compliance with this Agreement and all applicable guidelines and requirements. City shall return to the UASI Management Team any Reimbursement Request that is not approved by City, with a brief explanation of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until MONTEREY submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team and to City.

(e) If MONTEREY is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until MONTEREY has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.11 **Disallowance**. MONTEREY agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, MONTEREY shall promptly refund the disallowed amount to City upon City's written request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to MONTEREY hereunder or under any other Agreement with MONTEREY. Any such offset with respect to a portion of the disallowed amount shall not release MONTEREY from MONTEREY's obligation hereunder to refund the remainder of the disallowed amount.

3.12 **Sustainability**. Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, MONTEREY acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. MONTEREY acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.13 **EHP Requirements.**

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. MONTEREY shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. MONTEREY shall notify the UASI Management Team of any project that may require an EHP review. MONTEREY agrees to provide detailed project information to FEMA, Cal OES and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. MONTEREY shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, MONTEREY may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, MONTEREY shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are discovered, MONTEREY shall

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immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If MONTEREY is using Grant Funds for a communication tower project, MONTEREY shall complete its Federal Communication Commission ("FCC") EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that MONTEREY initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of MONTEREY to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA's and/or Cal OES's EHP review will result in the denial of Reimbursement Requests.

3.14 **National Energy Conservation Policy and Energy Policy Acts**. MONTEREY shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

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3.15 **Royalty-Free License**. MONTEREY understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that MONTEREY purchases or acquires using Grant Funds. MONTEREY shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 **Publication Statements**. MONTEREY shall ensure that all publications created or developed under this Agreement prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security."

ARTICLE 4
REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports**. MONTEREY shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team or by City, in form and substance satisfactory to the UASI Management Team or City. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances**. MONTEREY shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause MONTEREY to be out of compliance with the Grant Assurances in Appendix B.

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4.3 **Books and Records**. MONTEREY shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, MONTEREY shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. MONTEREY shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

4.4 **Inspection and Audit**. MONTEREY shall make available to the UASI Management Team and to City, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by MONTEREY under Section 4.3, and allow access and the right to examine those items. MONTEREY shall permit the UASI Management Team and City, and UASI Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as MONTEREY has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and Cal OES shall have the same inspection and audit rights as the City and UASI Management Team. MONTEREY shall cooperate with any federal or state audit.

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4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is $750,000 or more, MONTEREY shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. MONTEREY shall submit its audit report to the UASI Management Team no later than six months after the end of MONTEREY's fiscal year.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

MONTEREY represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements**. No document furnished or to be furnished by MONTEREY to the UASI Management Team or to City in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds**. By executing this Agreement, MONTEREY certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) MONTEREY is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 2 CFR Part 3000.

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(b) MONTEREY complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) MONTEREY complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) MONTEREY is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

MONTEREY acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, MONTEREY must meet National Incident Management System ("NIMS") compliance requirements, and report full NIMS compliance via the National Incident Management System Capability Assessment Support Tool ("NIMSCAST"). By executing this Agreement, MONTEREY certifies that it is in full NIMS compliance, and that it has reported that compliance via the NIMSCAST. MONTEREY shall provide documentation of its NIMS compliance to the UASI Management Team. MONTEREY acknowledges that this certification is a material term of the Agreement.

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ARTICLE 6
INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification**. MONTEREY shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by MONTEREY's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement MONTEREY; (b) a material breach of any representation or warranty of MONTEREY contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of MONTEREY or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of MONTEREY or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by MONTEREY, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to MONTEREY by an Indemnified Party; (f) any tax, fee, assessment or other charge for which MONTEREY is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by MONTEREY or its employees, subgrantees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Francisco's costs of investigating any claims against San Francisco.

6.2 **Duty to Defend; Notice of Loss**. MONTEREY acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to MONTEREY by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give MONTEREY prompt notice of any Loss under Section 6.1 and MONTEREY shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of MONTEREY if representation of such Indemnified Party by the counsel

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retained by MONTEREY would be inappropriate due to conflicts of interest between such Indemnified Party and MONTEREY. An Indemnified Party's failure to notify MONTEREY promptly of any Loss shall not relieve MONTEREY of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs MONTEREY's ability to defend such Loss. MONTEREY shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if MONTEREY contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages**. Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from MONTEREY's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN FRANCISCO**. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

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ARTICLE 7
EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 **Events of Default**. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement**. Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants**. MONTEREY fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by MONTEREY as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws**. MONTEREY fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency**. MONTEREY (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of MONTEREY or of any substantial part of MONTEREY's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency**. Without consent by MONTEREY, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to MONTEREY or with respect to any

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substantial part of MONTEREY's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of MONTEREY.

7.2 **Remedies upon Event of Default**. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination**. City may terminate this Agreement by giving a written termination notice to MONTEREY and, on the date specified in such notice, this Agreement shall terminate and all rights of MONTEREY hereunder shall be extinguished. In the event of such termination, City will pay MONTEREY for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds**. City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether MONTEREY has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to MONTEREY after cure of applicable Events of Default shall be disbursed without interest.

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(c) **Return of Grant Funds**. City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by MONTEREY in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving MONTEREY written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, MONTEREY shall commence and perform, with diligence, all actions necessary on the part of MONTEREY to effect the termination of this Agreement on the date specified by City and to minimize the liability of MONTEREY and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, MONTEREY shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse MONTEREY if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by MONTEREY or any of its contractors or subgrantees after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive**. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules

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and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 8
ASSIGNMENTS

8.1 **No Assignment by MONTEREY**. MONTEREY shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of MONTEREY hereunder without the prior written consent of the UASI Management Team; provided, however, that any contractor or subgrantee specifically referenced in Appendix A shall not require the consent of Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of MONTEREY involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of MONTEREY or a sale or transfer of substantially all of the assets of MONTEREY shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article**. Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **MONTEREY Retains Responsibility**. MONTEREY shall in all events remain liable for the performance by any subgrantee contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

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ARTICLE 9
NOTICES AND OTHER COMMUNICATIONS

9.1 **Requirements**. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via e-mail:

If to San Francisco:

San Francisco Department of Emergency Management
1011 Turk Street
San Francisco, CA 94102
Attn: Mary Ellen Carroll, Executive Director
maryellen.carroll@sfgov.org

If to the UASI Management Team:

UASI Management Team
711 Van Ness Avenue, Suite #420
San Francisco, CA 94102
Attn: Craig Dziedzic, General Manager
craig.dziedzic@sfgov.org

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If to MONTEREY:

Department of Social Services
1000 S. Main Street., Ste 301
Salinas, CA 93901
Attn: Lori Medina
medinal@co.monterey.ca.us

9.2 **Effective Date**. All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

9.3 **Change of Address**. From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

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ARTICLE 10
MISCELLANEOUS

10.1 **No Waiver**. No waiver by San Francisco of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Francisco to take action on account of such default if such default persists or is repeated. No express waiver by San Francisco shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Francisco of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the UASI Management Team or San Francisco of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification**. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the General Manager or designee may establish alternate procedures for modification of the Appendix A and the Grant Plan.

10.3 **Governing Law; Venue**. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

10.4 **MONTEREY to Pay All Taxes**. MONTEREY shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings**. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

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10.6 **Entire Agreement**. This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, Authorized Expenditures and Timelines
- Appendix B, Grant Assurances
- Appendix C, Form of Reimbursement Request

10.7 **Certified Resolution of Signatory Authority**. Upon request of San Francisco, MONTEREY shall deliver to San Francisco a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of MONTEREY.

10.8 **Severability**. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries**. Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms**. The obligations of MONTEREY and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances**. From and after the date of this Agreement, MONTEREY agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of $25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of "Federal awards" includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, MONTEREY must provide the following information on MONTEREY letterhead within 30 days of receipt of this Agreement.

1. Subawards greater than $25,000:

   a) Name of entity receiving award;
   b) Amount of award;
   c) Funding agency;
   d) The Catalog of Federal Domestic Assistance program number;

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e) Award title (descriptive of the purpose of the funding action);
f) Location of the entity and primary location of performance including city, state, and Congressional district;
g) Dun & Bradstreet (D&B) DUNS Number of the entity, and its parent if applicable; and,
h) Total compensation and names of top five executives (same thresholds as for prime recipients).

2. The Total compensation and names of the top five executives if:

a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and $25,000,000 or more in annual gross revenues from Federal awards; and,
b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13 **Cooperation with UASI Programs and Activities**.

(a) Subject to reasonable terms and conditions, MONTEREY agrees to participate in UASI-sponsored exercises, and to make available equipment acquired with Grant Funds for use as part of such exercises.

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(b) To the extent permitted by law, MONTEREY agrees to share with the Approval Authority informational work products (such as plans, reports, data, etc.) created or acquired using Grant Funds.

(c) MONTEREY agrees to provide input towards the development of the regional Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) as requested by UASI.

ARTICLE 11
INSURANCE

11.1 **Types and Amounts of Coverage.** Without limiting MONTEREY's liability pursuant to Article 6 of this Agreement, MONTEREY shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

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(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, MONTEREY hereby agrees to waive subrogation which any insurer of MONTEREY may acquire from MONTEREY by virtue of the payment of any loss. MONTEREY agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the MONTEREY, its employees, agents and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, MONTEREY shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, MONTEREY shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by City shall not relieve or decrease the liability of MONTEREY hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor or subgrantee will be used to complete any portion of this Agreement, MONTEREY shall ensure that the subcontractor or subgrantee shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the MONTEREY as additional insureds.

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11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude MONTEREY from self-insuring all or part of the insurance requirement in this Article. However, MONTEREY shall provide proof of self-insurance, in a form acceptable to San Francisco, in the amounts of each line of self-insurance.

ARTICLE 12
COMPLIANCE

12.1 **Nondiscrimination**. In the performance of this Agreement, MONTEREY agrees not to discriminate against any employee, San Francisco employee working with MONTEREY or any subgrantee of MONTEREY, applicant for employment with MONTEREY or subgrantee of MONTEREY, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest**. Through its execution of this Agreement, MONTEREY acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement. MONTEREY agrees that it will promptly notify City in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 **Compliance with ADA**. MONTEREY acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. MONTEREY shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

12.4 **Prohibition on Political Activity with City Funds**. In accordance with San Francisco Administrative Code Chapter 12G, MONTEREY may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. MONTEREY agrees to comply with San Francisco Administrative Code Chapter 12G and any implementing rules and regulations promulgated by San Francisco's Controller. The terms and provisions of Chapter 12G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, San Francisco may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit MONTEREY from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider MONTEREY's use of profit as a violation of this section.

12.5 **Submitting False Claims; Monetary Penalties**. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at http://www.municode.com/Library/clientCodePage.aspx?clientID=4201. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be

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made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY AND COUNTY OF SAN FRANCISCO:

SAN FRANCISCO DEPARTMENT OF EMERGENCY MANAGEMENT

By: _____

MARY ELLEN CARROLL
EXECUTIVE DIRECTOR

COUNTY OF MONTEREY:

By: _____

LORI A. MEDINA
DIRECTOR OF SOCIAL SERVICES

By: DocuSigned by: Gary Giboney D3834BFEC1D8449...

GARY GIBONEY
CHIEF DEPUTY AUDITOR-CONTROLLER

Federal Tax ID #: 94-60000524

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Approved as to Form:
Dennis J. Herrera
City Attorney

By: _____
Lisa Powell
Deputy City Attorney

Approved as to Form:

By: DocuSigned by: Anne K. Brereton A03F9BDC6EB54DD...
Anne K. Brereton
Deputy County Counsel

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Appendix A — Authorized Expenditures and Timelines

ENTITY: **MONTEREY**

Total allocation to be spent on the following solution areas:

IJ Number and Title	Program Description	Due Dates	Solution Areas	Amount
Project Title: Emergency Sheltering Equipment				
IJ-9: Enhance Multijurisdictional /Interjurisdictional All-Hazards Incident Planning, Response, & Recovery Capabilities	Funds to purchase Emergency Shelter Stand Up Kits and Cots.	Project Completion date: 12/31/2021	***Equipment*** AEL# 09ME-01-COTS	PROJECT NOT TO EXCEED $135,600
		TOTAL ALLOCATION		**TOTAL NOT TO EXCEED: $135,600**

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EQUIPMENT

Reimbursement for Equipment Requires:

- An approved EHP memo, if applicable.
- A performance bond is required for any equipment item that exceeds $250,000, or for any vehicle, aircraft, or watercraft, regardless of the cost. Failure to obtain and submit a performance bond to the UASI may result in disallowance of cost.
- As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, MONTEREY must transmit the request to the UASI for request to the State.

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- Prior to reimbursement, MONTEREY must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.
- MONTEREY must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

- **All requests for reimbursements must be submitted within 30 days of project completion unless an earlier deadline is set in this Appendix. MONTEREY should submit reimbursement requests on a quarterly basis, as applicable.**
- **Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:**
- *FY 2020 Homeland Security Grant Program Notice of Funding Opportunity*: https://www.fema.gov/media-library-data/1583442273016-07cbcf9445f9fda3cdc5bf8439ec72c9/FY_2020_HSGP_NOFO_FINAL_508ML4.pdf
- *California Supplement to the Federal Funding Opportunity Announcement*, dated September 2019, available at https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY%202019%20HSGP%20State%20Guidance.pdf as *"FY 2019 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity."*
- *Authorized Equipment List: http://www.fema.gov/authorized-equipment-list*
- *Cal OES Rules and Regulations, including the Recipient Handbook: https://www.caloes.ca.gov/GrantsManagementSite/Documents/2020%20MONTEREY%20Handbook.pdf#search=2020%20recipient%20handbook*
- ***Any equipment purchased under this Agreement must match the UASI 2020 Grant Application Workbook. Any modification to the inventory list in that Workbook must receive prior written approval from by the Bay Area UASI Program Manager.***
- ***No Management and Administration expenses are allowed, unless expressly identified and authorized in this Appendix.***
- ***Sustainability requirements may apply to some or all of the grant funded projects or programs authorized in this Appendix. See Agreement, ¶3.12.***
- ***All EHP documentation must be submitted and approved prior to any expenditure of funds requiring EHP submission.***

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Appendix B-- Grant Assurances

Name of Jurisdiction: COUNTY OF MONTEREY

Name of Authorized Agent: Lori A. Medina, Director of Social Services

Address: 1000 S. Main Street

City: Salinas State: CA Zip Code: 93901

Telephone Number: (831) 755-4430

Fax Number: (831) 755-8477

E-Mail Address: medinal@co.monterey.ca.us

As the duly authorized representative of MONTEREY, I hereby certify that MONTEREY has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

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I further acknowledge that MONTEREY is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

State and federal grant award requirements are set forth below. MONTEREY hereby agrees to comply with the following:

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1. Proof of Authority

MONTEREY will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that MONTEREY and the city council, governing board, or authorized body agree:

(a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
(b) Any liability arising out of the performance of this agreement shall be the responsibility of MONTEREY and the city council, governing board, or authorized body;
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;

(d) MONTEREY is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) Official executing this agreement is authorized by MONTEREY.

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This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. MONTEREY is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, MONTEREY certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a

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Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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MONTEREY will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, MONTEREY agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, MONTEREY will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the

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federal government. MONTEREY certifies that it and its principals, recipients, or subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

In Process

Where MONTEREY is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

MONTEREY will comply with all state and federal statutes relating to nondiscrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;

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(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101-12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions
on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
(j) California Public Contract Code § 10295.3, which prohibits discrimination based
on domestic partnerships and those in same sex marriages;

(k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply

In Process

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with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

(l) MONTEREY will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;

(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

In Process

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), MONTEREY certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

MONTEREY will comply with state and federal environmental standards, including:

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;

(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);

(c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;

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(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on
Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the
Clean Air Act and the Federal Water Pollution Control Act Executive Order
11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);
(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

MONTEREY shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district;

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2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending $750,000 or more in federal grant funds annually, MONTEREY will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, MONTEREY will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. MONTEREY will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

In Process

10. Conflict of Interest

MONTEREY will establish safeguards to prohibit MONTEREY's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - MONTEREY will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

MONTEREY agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating $25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for

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executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial
Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

MONTEREY also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

MONTEREY will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

In Process

15. Labor Standards

MONTEREY will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the
Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

MONTEREY must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

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17. Property-Related

If applicable to the type of project funded by this federal award, MONTEREY will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

In Process

(c) Assist the awarding agency in assuring compliance with Section 106 of the

(d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and

(e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects For all construction projects, MONTEREY will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

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(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

MONTEREY is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

MONTEREY acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. MONTEREY should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

In Process

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

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23. **Best Practices for Collection and Use of Personally Identifiable Information (PII)** DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

24. **Copyright**
All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

25. **Duplication of Benefits**
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

In Process

26. **Energy Policy and Conservation Act**
All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. **Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

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28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B- 138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, MONTEREY must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

In Process

30. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

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33. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and
Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

In Process

35. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. MONTEREY recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on MONTEREY, its successors,

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transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by MONTEREY and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2020, Version 10.1, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

In Process

The undersigned represents that he/she is authorized by MONTEREY to enter into this agreement for and on behalf of the said Applicant.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Anne K. Bereton

Title: xx Date: November 19, 2020 | 2:52 PM PST

Initials: _____

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Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

Date: _____

UASI Management Team
711 Van Ness Avenue, Suite 420
San Francisco, CA 94102

Re: FY 20 UASI Grant Reimbursement Request

Pursuant to Section 3.10 of the "Agreement between the City and County of San Francisco and the County of MONTEREY for the Distribution of FY 2020 UASI Grant Funds" (the "Agreement"), dated NOVEMBER 1, 2020, between the County of MONTEREY ("MONTEREY") and the City and County of San Francisco, MONTEREY hereby requests reimbursement as follows:

In Process

Total Amount of Reimbursement Requested in this Request:	$_____
Maximum Amount of Funds Specified in Section 3.2 of the Agreement:	$_____
Total of All Funds Disbursed Prior to this Request:	$_____

MONTEREY certifies that:

(a) The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse MONTEREY for Authorized Expenditures, which expenditures are set forth on the attached Schedule 1, to which are attached true and correct copies of all required documentation of such expenditures.

(b) After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 3.2 of the Agreement, or the not to exceed amounts specified in Appendix A for specific projects and programs.

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(c) The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and MONTEREY is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, MONTEREY certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. MONTEREY is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject MONTEREY to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.

(d) No Event of Default has occurred and is continuing.

(e) The undersigned is an officer of MONTEREY authorized to execute this Reimbursement Request on behalf of MONTEREY.

Signature of Authorized Agent:_____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

In Process

SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT

The following is an itemized list of Authorized Expenditures for which reimbursement is requested:

Project	Payee	Amount	Description	If final claim for project, check box
				☐
				☐
				☐
				☐

The following are attached as part of this Schedule 1 (Please check items that are applicable):

Planning:

- ☐ Invoice/Payroll Charges
- ☐ Payroll Register
- ☐ Cleared Check Payment
- ☐ Job Description
- ☐ Functional Timesheets
- ☐ Deliverables/Progress Reports

Organization:

- ☐ Invoice/Payroll Charges
- ☐ Payroll Register
- ☐ Cleared Check Payment
- ☐ Job Description
- ☐ Functional Timesheets
- ☐ Deliverables/Progress Reports

Equipment:

- ☐ Invoice
- ☐ Cleared Check Payment
- ☐ Purchase Order
- ☐ Packing Slip
- ☐ EHP Approval
- ☐ Watercraft or Aviation
- ☐ Sole Source
- ☐ Performance Bond
- ☐ Equipment Ledger (Please submit electronic copy to Grants Specialist)

Training:

- ☐ Invoice
- ☐ Cleared Check Payment
- ☐ Training Feedback Number
- ☐ EHP Approval
- ☐ Certificates/Proof of Participation
- ☐ Sign In Sheet
- ☐ Agenda

Exercise:

- ☐ Invoice
- ☐ Cleared Check Payment
- ☐ After Action Report
- ☐ EHP Approval
- ☐ Overtime Authorization

For inquiries/questions, please contact:

_____ Phone #: _____ Email: _____

Print Name

In Process

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-15100
Approve and authorize the Director of the Department of Social Services to execute a funding agreement, retroactively to November 1, 2020 through December 31, 2021 with the City and County of San Francisco, a municipal corporation, in its capacity as fiscal agent for the approval authority acting by and through the San Francisco Department of Emergency Management to receive $135,600 to purchase emergency shelter stand-up kits and cots to enhance regional mass care resources.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: A 21-006
Agenda Item No.: 39

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

Julian Lorenzana, Deputy

Introduced: 1/7/2021

Current Status: Passed - Monterey County Sheriff's Office

Version: 1

Matter Type: General Agenda Item

a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment 1 with Mary Ann McConnell dba Bay Area Polygraph, extending the term of the agreement to June 30, 2023, for an amount not to exceed $170,000; and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign two (2) additional one (1) year amendments to the agreement where the amendment does not significantly change the scope of work, and where each amendment does not exceed $115,200, for a revised not to exceed maximum contract cost of $285,200.

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 Mary Ann McConnell dba Bay Area Polygraph, initial term of Agreement April 1, 2018 to March 30, 2021, the new term of the Agreement is April 1, 2018 to June 30, 2023, for an amount not to exceed $170,000.00; and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign two (2) additional one (1) year amendments to the agreement where the amendment does not significantly change the scope of work, and where each amendment does not exceed $115,200.00, for a revised not to exceed maximum contract cost of $285,200.00.

SUMMARY/DISCUSSION:
The Monterey County Sheriff's Office (MCSO) request approval of this Amendment as MCSO is required to perform background clearances and Polygraphs on all its personnel. Peace officer candidates have minimum selection standards as detailed in Government Code Sections 1029-1031.2. Additional restrictions are placed on peace officers by Penal Code 29805, which states that those who have committed specific misdemeanors cannot possess a firearm for ten (10) years, unless they are able to petition the court and seek injunctive relief. If relief is not granted by the court, an applicant would be disqualified from being a peace officer. United States Code Title 18 Section (d) (9) states that those convicted of offenses containing the elements of domestic violence cannot possess a firearm, which would also disqualify a candidate from consideration.

The Commission on Police Officer Standards has terms that must be met by all sworn candidates, as delineated in Commission Regulations 1950-1955. These regulations cover citizenship requirements, age, education, clearances based on fingerprints, reading and writing tests, oral interviews, medical and psychological evaluations and background checks. The background check portion of these standards requires the Sheriff's Office to collect and review personal history statements, past employment,

driving records, credit history, military service, and previous tenancy history.

The Sheriff's Office must also background check and polygraph all non-sworn employees (professional and jail support staffs) which adds significant time delays to filling positions, particularly those positions within the accounting area. The accounting area traditionally has a much smaller pool of applicants and they are in demand, countywide.

This is not the only vendor who performs these duties.

OTHER AGENCY INVOLVEMENT:
County Counsel, the Auditor-Controller, and the Contracts/Purchasing Department have reviewed and approved this Agreement as to legal form, fiscal provisions, and insurance requirements, respectively.

FINANCING:
The cost of this contract is included in the proposed FY 2020-21 budget and will not create an increase in General Fund Contribution resulting from this Board action. There is anticipated increase built into the amendments.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This contract meets the Board's strategic initiatives by hiring qualified employees to enable it to meet the Board's desire to:

Reduce violent crime and homicides, create a safe environment for people to achieve their potential, leading businesses, and communities to thrive and grow.

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:
Board Report
Attachment A - Original Agreement between County of Monterey and Mary Ann McConnell dba Bay Area Polygraph
Attachment B - Amd. #1 McConnell dba Bay Area Polygraph-Ex. A-1

Introduced: 1/7/2021
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment 1 Mary Ann McConnell dba Bay Area Polygraph, initial term of Agreement April 1, 2018 to March 30, 2021, the new term of the Agreement is April 1, 2018 to June 30, 2023, for an amount not to exceed $170,000.00; and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign two (2) additional one (1) year amendments to the agreement where the amendment does not significantly change the scope of work, and where each amendment does not exceed $115,200.00, for a revised not to exceed maximum contract cost of $285,200.00.

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 Mary Ann McConnell dba Bay Area Polygraph, initial term of Agreement April 1, 2018 to March 30, 2021, the new term of the Agreement is April 1, 2018 to June 30, 2023, for an amount not to exceed $170,000.00; and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign two (2) additional one (1) year amendments to the agreement where the amendment does not significantly change the scope of work, and where each amendment does not exceed $115,200.00, for a revised not to exceed maximum contract cost of $285,200.00.

SUMMARY/DISCUSSION:

The Monterey County Sheriff's Office (MCSO) request approval of this Amendment as MCSO is required to perform background clearances and Polygraphs on all its personnel. Peace officer candidates have minimum selection standards as detailed in Government Code Sections 1029-1031.2. Additional restrictions are placed on peace officers by Penal Code 29805, which states that those who have committed specific misdemeanors cannot possess a firearm for ten (10) years, unless they are able to petition the court and seek injunctive relief. If relief is not granted by the court, an applicant would be disqualified from being a peace officer. United States Code Title 18 Section (d) (9) states that those convicted of offenses containing the elements of domestic violence cannot possess a firearm, which would also disqualify a candidate from consideration.

The Commission on Police Officer Standards has terms that must be met by all sworn candidates, as delineated in Commission Regulations 1950-1955. These regulations cover citizenship requirements, age, education, clearances based on fingerprints, reading and writing tests, oral interviews, medical and psychological evaluations and background checks. The background check portion of these standards requires the Sheriff's Office to collect and review personal history statements, past employment,

driving records, credit history, military service, and previous tenancy history.

The Sheriff's Office must also background check and polygraph all non-sworn employees (professional and jail support staffs) which adds significant time delays to filling positions, particularly those positions within the accounting area. The accounting area traditionally has a much smaller pool of applicants and they are in demand, countywide.

This is not the only vendor who performs these duties.

OTHER AGENCY INVOLVEMENT:
County Counsel, the Auditor-Controller, and the Contracts/Purchasing Department have reviewed and approved this Agreement as to legal form, fiscal provisions, and insurance requirements, respectively.

FINANCING:
The cost of this contract is included in the proposed FY 2020-21 budget and will not create an increase in General Fund Contribution resulting from this Board action. There is anticipated increase built into the amendments.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This contract meets the Board's strategic initiatives by hiring qualified employees to enable it to meet the Board's desire to:

Reduce violent crime and homicides, create a safe environment for people to achieve their potential, leading businesses, and communities to thrive and grow.

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:
Board Report
Attachment A - Original Agreement between County of Monterey and Mary Ann McConnell dba Bay Area Polygraph
Attachment B - Amendment #1 Mary Ann McConnell dba Bay Area Polygraph with Exhibit A-1

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

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Mary Ann McConnell, Doing Business As Bay Area Polygraph,
(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:
Provide pre-employment and specific issue polygraph examinations for prospective employees of the Monterey County Sheriff/Coroner's Office.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $ 35,000.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from 04/01/2018 to 03/31/2021, 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.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A **Scope of Services/Payment Provisions**
Exhibit B Insurance Justifications

5.0 PERFORMANCE STANDARDS.

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

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

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

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

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

8.0 INDEMNIFICATION.

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

9.0 INSURANCE REQUIREMENTS.

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

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

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

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

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

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

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

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

10.0 RECORDS AND CONFIDENTIALITY.

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

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

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

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

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

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

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

13.0 INDEPENDENT CONTRACTOR.

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

14.0 NOTICES.

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

FOR COUNTY:	FOR CONTRACTOR:
Nina Ryan, Management Analyst II	Mary Ann McConnell, Owner
Name and Title	Name and Title
Monterey County Sheriff/Coroner's Office 1414 Natividad Road Salinas, CA 93906	Mary Ann McConnell, DBA Bay Area Polygraph 820 Bay Avenue #230 Capitola, CA 95010
Address	Address
ryann1@co.monterey.ca.us 831-755-3708	BayAreaPoly@aol.com 831-621-4679
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

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

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: 2-9-18

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form[1]

By: _____
County Counsel

Date: 02/05/2018

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller

Date: 2/2/18

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Mary Ann McConnell DBA Bay Area Polygraph
Contractor's Business Name*

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

Mary Ann McConnell - Owner/Sole Proprietor
Name and Title

Date: 01-31-2018

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

N/A
Name and Title

Date: N/A

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

[1]Approval by County Counsel is required
[2]Approval by Auditor/Controller is required
[3]Approval by Risk Management is required only if changes are made in sections 7 or 8

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EXHIBIT-A

To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
Mary Ann McConnell DBA Bay Area Polygraph, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES – POLYGRAPH SERVICES

A.1 CONTRACTOR shall provide all things necessary to conduct pre-employment polygraph exams as described below. CONTRACTOR shall provide all polygraph services at CONTRACTOR's place of business. All polygraph investigations shall be confidential and provided in accordance with American Polygraph Association guidelines.

A.1.1 Exam shall include pre-test interview based off POST personal history statement dated 02/2013 or most current version from POST website.

A.1.2 Exam shall include post-test interview and scoring of polygraph charts.

A.1.3 Verbal Post Exam results shall be relayed via telephone call to Monterey County Sheriff's Office, Professional Standards Commander upon completion of exam.

A.1.4 Specific Issue Polygraph Investigations: These examinations shall be ordered only if initial examination indicates possible deception or uncovers a need to further investigate a particular answer to a question.

A.1.5 All Specific Issue exams shall be approved by Monterey County Sheriff's Office, Professional Standards Commander prior to commencing exam.

A.2 CONTRACTOR shall produce the following deliverables by the dates indicated below:

A.2.1 Complete Polygraph written reports shall be due within fifteen (15) days of completion of testing.

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A.2.2 Specific Issue polygraph reports shall be due within fifteen (15) days of completion of testing or fifteen (15) days from the date candidate is disqualified for hire.

A.2.3 All written reports required under this Agreement must be delivered to Commander in Charge of Professional Standards, County's Contract Manager, in accordance with the schedule above.

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $35,000.00 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:

Basic Pre-Employment Polygraph Examination And Report	$295.00 per exam
Specific Issue Polygraph Examination and Report Used when basic exam needs to be explored or resolved after basic exam indicates deception.	$100.00 per hour
No Show Fee – Charged if appointment cancelled with less than 24 hours' notice	$155.00 per cancel

No travel, meals, incidentals, tolls, parking, or other expense shall be reimbursed under 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.

C.2 CONTRACTORS BILLING PROCEDURES

Invoicing may occur at any time of the month or year, following completion of an examination and receipt of a report. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

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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

All invoices for services provided in June of any year should be submitted by July 15th of that year to facilitate the County's year end close.

Invoices shall clearly state:

C.2.1	date of examination
C.2.2	type of examination
C.2.3	name of person who had examination
C.2.4	fee per examination

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors

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Exhibit B

Automobile Liability Insurance Modification

CONTRACTOR'S work does not require CONTRACTOR to travel in the performance of this Agreement. All services are provided at CONTRACTOR's place of business in Capitola, California. This CONTRACTOR does not own vehicles; therefore, no auto insurance certificates are available as required by Section 9.03 and Section 9.04. This modification of insurance does not affect the CONTRACTOR'S responsibility and duty to indemnify the County under the provisions of this contract.

Workers' Compensation Insurance Modification

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.

AMENDMENT #1 TO AGREEMENT

AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & MARY ANN MCCONNELL DBA BAY AREA POLYGRAPH

THIS AMENDMENT is made to the AGREEMENT for pre-employment polygraph services by and between **MARY ANN MCCONNELL DBA BAY AREA POLYGRAPH,** 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 on April 1, 2018 with a Not to Exceed amount of $35,000.00 and a term date ending on March 31, 2021; and

WHEREAS, the County and CONTRACTOR wish to add funding in the amount of $135,000.00, for a new not to exceed amount of $170,000.00 and extend the AGREEMENT by two (2) years and three (3) months with a new end date of June 30, 2023.

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, *"The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **$35,000.00**"*, and replacing it with, *"The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **$170,000.00**"*.

2. Section 3., "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from **04/01/2018 to 03/31/2021**,* unless sooner terminated pursuant to the terms of this Agreement", and replacing it with "*The term of this Agreement is from **04/01/2018 to 06/30/2023**,* unless sooner terminated pursuant to the terms of this Agreement".

3. EXHIBIT – Scope of Services shall be amended by adding Exhibit A-1, 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 April 1, 2018.

AMENDMENT #1 TO AGREEMENT

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Ghoney
D3834BFEC4D6449...
Deputy Auditor/Controller

Dated: 12/22/2020 | 10:17 AM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Im Grant
454AC3408ED4490...
Deputy County Counsel

Dated: 12/22/2020 | 10:11 AM PST

Mary Ann McConnell dba Bay Area Polygraph

By: Mary Ann McConnell
Signature of Chair, President, or Vice-President

Mary Ann McConnell / owner/sole proprietor
Printed Name and Title

Dated: 12/16/2020

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

Printed Name and Title

Dated:

County Board of Supervisors' Agreement Number: _____.

AMENDMENT #1 TO AGREEMENT

*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.

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EXHIBIT A-1

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
MARY ANN MCCONNELL DBA BAY AREA POLYGRAPH, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES – POLYGRAPH SERVICES, In addition to services outlined in Exhibit A, the following applies:

A.1 CONTRACTOR shall provide all things necessary to conduct a pre-employment polygraph exam as described below. CONTRACTOR shall provide all polygraph services at CONTRACTOR's place of business. All polygraph investigations shall be confidential and provided in accordance with American Polygraph Association guidelines.

Pre-employment polygraph exams include pre-test interview (review of Personal History Statement (PHS) & PG questionnaire) polygraph exam.

Post-test interview and scoring of polygraph charts.

Verbal advisement of results to background investigator/agency at end of polygraph and written report to background investigator/agency. If there is an area of concern that needs to be cleared up, take the applicant into a single-issue exam at time of appointment **at no additional charge**. All issues shall be communicated to the Professional Standards Commander immediately (verbally via telephone call).

To ensure CONTRACTOR receives the most accurate and thorough information form from the prospective employment candidate, it is recommended County use most current Peace Officer Standards and Training (POST) PHS for Peace Officers and most current POST PHS for public safety dispatch candidates from the POST website. Other PHS documents will not be defended by POST.

A.2 CONTRACTOR shall produce the following deliverables by the dates indicated below:

Complete Polygraph written reports shall be due within fifteen (15) days of completion of testing.

Specific Issue polygraph reports shall be due within fifteen (15) days of completion of testing or fifteen (15) days from the date candidate is disqualified for hire.

All written reports required under this Agreement must be delivered to Commander in Charge of Professional Standards, County's Contract Manager, in accordance with the schedule above.

B. COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $170,000.00 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:

Prices listed below are effective for all work given on or after April 1, 2021.

Basic pre-employment polygraph exam and report $300.00 per exam
(Multi-issue exam & one follow up single issue exam (as needed) at time of appt. (3hr limit)

Specific issue exam and report $100.00 per hour
(Used when basic exam needs to be explored or resolved
After basic exam indicates significant reactions)

No Show Fee $155.00 per cancel
(Cancellation without 24 hours' notice, or more than 15 minutes late)

No travel, meals, incidentals, tolls, parking, or other expense shall be reimbursed under 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.1 CONTRACTORS BILLING PROCEDURES

Payment shall be based upon satisfactory acceptance of each deliverable.

Invoicing may occur at any time of the month or year, following completion of an examination and receipt of a report. 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:

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Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

All invoices for services provided in June of any year should be submitted by July 15th of that year to facilitate the County's year end close.

Invoices shall clearly state:

B.2.1	date of examination
B.2.2	type of examination
B.2.3	name of person who had examination
B.2.4	fee per examination

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-12940 ; Amendment No.: 1
a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment 1 with Mary Ann McConnell dba Bay Area Polygraph, extending the term of the agreement to June 30, 2023, for an amount not to exceed $170,000; and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign two (2) additional one (1) year amendments to the agreement where the amendment does not significantly change the scope of work, and where each amendment does not exceed $115,200, for a revised not to exceed maximum contract cost of $285,200.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: 21-035
Agenda Item No.: 40

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

Julian Lorenzana, Deputy

Monterey County

Board Report

Legistar File Number: RES 21-010

Item No.41

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

January 26, 2021

Introduced: 1/5/2021

Current Status: Passed - Civil Rights Office

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to approve amendments to the Conflict of Interest Code of the Monterey County Civil Rights Office.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a Resolution to approve amendments to the Conflict of Interest Code of the Monterey County Civil Rights Office.

SUMMARY:
Following the biennial review of its Conflict of Interest Code, as required by Government Code section 87306.5, the Monterey County Civil Rights Office has amended its Conflict of Interest Code to update the office name to Civil Rights Office. It has also updated the title of the Civil Rights Officer and has designated positions to include the management-level positions of Senior Equal Opportunity Analyst, Associate Equal Opportunity Analyst, and Equal Opportunity Analyst.

DISCUSSION:
The Political Reform Act of 1974 (Government Code § 81000, *et. seq.*), requires state and local government agencies to adopt a conflict of interest code and to review and make changes to their codes, as needed. The changes made to the existing code reflect the Office's current name, the Civil Rights Officer's current title, and the addition of management level positions - Senior Equal Opportunity Analyst, Associate Equal Opportunity Analyst, and Equal Opportunity Analyst - to the disclosure requirements.

According to Government Code sections 82011 and 87303, the Board of Supervisors is the code reviewing body and may approve the code as submitted, revise the proposed code and approve it as revised, or return the proposed code to the agency for revision and resubmission. Staff recommends that the Board of Supervisors approve the proposed amended Conflict of Interest Code of the Monterey County Civil Rights Office, a copy of which is appended as Attachment A.

Note that the Civil Rights Office has not amended its Conflict of Interest Code since 1991, at which time it was known as the Affirmative Action Office. Consequently, it is impractical to produce a redline of the proposed changes. Instead, a copy of the last-adopted Code is appended as Attachment B.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the proposed amended Conflict of Interest Code of the Monterey County Civil Rights Office as to form and legality. The proposed code is lawful under the Political Reform Act of 1974.

FINANCING:
The approval of this requested Conflict of Interest Code amendment will have no financial impact upon the County of Monterey.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Approval of the proposed Conflict of Interest Code fulfills the Board of Supervisors' statutorily-designated role as the code reviewing body under the Political Reform Act.

Check the related Board of Supervisors Strategic Initiatives:

__Economic Development
_X_Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Naudia Velarde, Associate Equal Opportunity Analyst, (831) 759-6615
Approved by: Juan P. Rodriguez, Civil Rights Officer, (831) 759-6614

Attachments:
Attachment A - Affirmative Action Office Conflict of Interest Code 1991
Attachment B - Civil Rights Office Conflict of Interest (clean version)
Attachment C - Resolution
(Attachments on file with the Clerk of the Board)

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Monterey County

Board Report

Legistar File Number: RES 21-010

Item No.

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

January 26, 2021

Introduced: 1/5/2021
Version: 1
Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution to approve amendments to the Conflict of Interest Code of the Monterey County Civil Rights Office.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a Resolution to approve amendments to the Conflict of Interest Code of the Monterey County Civil Rights Office.

SUMMARY:
Following the biennial review of its Conflict of Interest Code, as required by Government Code section 87306.5, the Monterey County Civil Rights Office has amended its Conflict of Interest Code to update the office name to Civil Rights Office. It has also updated the title of the Civil Rights Officer and has designated positions to include the management-level positions of Senior Equal Opportunity Analyst, Associate Equal Opportunity Analyst, and Equal Opportunity Analyst.

DISCUSSION:
The Political Reform Act of 1974 (Government Code § 81000, *et. seq.*), requires state and local government agencies to adopt a conflict of interest code and to review and make changes to their codes, as needed. The changes made to the existing code reflect the Office's current name, the Civil Rights Officer's current title, and the addition of management level positions - Senior Equal Opportunity Analyst, Associate Equal Opportunity Analyst, and Equal Opportunity Analyst - to the disclosure requirements.

According to Government Code sections 82011 and 87303, the Board of Supervisors is the code reviewing body and may approve the code as submitted, revise the proposed code and approve it as revised, or return the proposed code to the agency for revision and resubmission. Staff recommends that the Board of Supervisors approve the proposed amended Conflict of Interest Code of the Monterey County Civil Rights Office, a copy of which is appended as Attachment A.

Note that the Civil Rights Office has not amended its Conflict of Interest Code since 1991, at which time it was known as the Affirmative Action Office. Consequently, it is impractical to produce a redline of the proposed changes. Instead, a copy of the last-adopted Code is appended as Attachment B.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved the proposed amended Conflict of Interest Code of the

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Monterey County Civil Rights Office as to form and legality. The proposed code is lawful under the Political Reform Act of 1974.

FINANCING:
The approval of this requested Conflict of Interest Code amendment will have no financial impact upon the County of Monterey.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Approval of the proposed Conflict of Interest Code fulfills the Board of Supervisors' statutorily-designated role as the code reviewing body under the Political Reform Act.

Check the related Board of Supervisors Strategic Initiatives:

___Economic Development
_X_Administration
___Health & Human Services
___Infrastructure
___Public Safety

Prepared by: Naudia Velarde, Associate Equal Opportunity Analyst, (831) 759-6615
Approved by: Juan P. Rodriguez, Civil Rights Officer, (831) 759-6614 JPR 1/11/2021 | 1:08 PM PST

Attachments:
Attachment A - Affirmative Action Office Conflict of Interest Code 1991
Attachment B - Civil Rights Office Conflict of Interest (clean version)
Attachment C - Resolution
(Attachments on file with the Clerk of the Board)

ATTACHMENT A

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

Amendments to Conflict of Interest)
Code of the Affirmative Action)
Office of Monterey County,)
Approved. . . . .)

Upon motion of Supervisor Del Piero, seconded by Supervisor Strasser Kauffman, and unanimously carried, the Board of Supervisors, as code reviewing body, approves the adoption by the Affirmative Action Office of the attached Conflict of Interest Code.

PASSED AND ADOPTED this 10th day of September, 1991, by the following vote, to-wit:

AYES: Supervisors Del Piero, Shipnuck, Perkins, Karas & Strasser Kauffman.

NOES: None.

ABSENT: None.

I, ERNEST K. MORISHITA, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page ____ of Minute Book 65, on Sept. 10, 1991

Dated: Sept. 10, 1991

ERNEST K. MORISHITA, Clerk of the Board of Supervisors, County of Monterey, State of California.

By _____ Deputy

2029

Report to Monterey County Board of Supervisors

SUBJECT	BOARD MEETING DATE	AGENDA NUMBER
APPROVAL OF AMENDMENTS TO CONFLICT OF INTEREST CODE OF THE AFFIRMATIVE ACTION OFFICE OF MONTEREY COUNTY	Consent ~~9/3/91~~ 9-10-91	19.
DEPARTMENT County Counsel		

RECOMMENDATION

It is recommended that the Board of Supervisors, as code reviewing body, approve the adoption by the Affirmative Action Office of the attached Conflict of Interest Code.

SUMMARY

New departments, agencies, or offices are required to adopt and submit to the code reviewing body a conflict of interest code as required by the Political Reform Act of 1974, as amended (Government Code Sections 81000, et seq.)

DISCUSSION

The Affirmative Action Office was established as a separate budget unit on July 1, 1991, and has previously been included in the Conflict of Interest Code for the County Administrative Office. The attached code is the initial code adopted by the Affirmative Action Office.

By memorandum dated September 6, 1990, the Fair Political Practices Commission advised all interested parties that agencies may use a specialized disclosure category for consultants that provides that the required disclosure shall be determined on a case-by-case basis by the executive officer of the agency. The proposed code as amended is lawful under the Political Reform Act of 1974.

OTHER AGENCY INVOLVEMENT

No other agency involvement exists.

FINANCING

There is no fiscal impact upon the County of Monterey as a result of the adoption of the proposed Conflict of Interest Code.

Leroy W. Blankenship

LEROY W. BLANKENSHIP
Deputy County Counsel

APPROVED

DOUGLAS C. HOLLAND, County Counsel
JM:jl10

Attachment

cc: Ernest K. Morishita

CONFLICT OF INTEREST CODE
OF THE
AFFIRMATIVE ACTION OFFICE
OF MONTEREY COUNTY

(a) The Political Reform Act of 1974, Government Code sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations section 18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth are hereby incorporated by reference and constitute the Conflict of Interest Code of the Affirmative Action Office of Monterey County.

(b) Pursuant to 2 California Code of Regulations section 18730(b)(4), all designated employees shall file statements of economic interests with their agency. Upon receipt of the statement of the Affirmative Action Officer, the agency shall make and retain a copy and forward the original of the statement to the code reviewing body. Statements for all other designated employees shall be retained by the agency, which shall make the statements available for public inspection and reproduction.

(c) APPENDIX

EXHIBIT A: Designated Positions

List of Designated Positions	Assigned Disclosure Categories
Affirmative Action Officer	1
Consultants	*

EXHIBIT B: Disclosure Categories

General Provisions

When a member, officer, or employee who holds a designated position is required to disclose investments and sources of income, he or she shall disclose investments in business entities and sources of income which do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years. In addition to other

activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction.

When a designated member, officer, or employee who holds a designated position is required to disclose sources of income, he or she shall disclose gifts received from donors located inside as well as outside the jurisdiction.

When a designated member, officer, or employee who holds a designed position is required to disclose interests in real property, he or she shall disclose the type of real property described below, if it is located in whole or in part within, or not more than two miles outside of the boundaries of the jurisdiction, or within two miles of any land owned or used by the County of Monterey.

When a designated member, officer, or employee who holds a designated position is required to disclose business position, he or she shall disclose positions in business entities that do business in California, plan to do business in California, or have done business in California within the past two years.

For purposes of this Conflict of Interest Code, the jurisdiction of the Affirmative Action Office is the County of Monterey.

Disclosure Category 1:

A member, officer, or employee holding a position assigned to Disclosure Category 1 shall, in the manner described above, report:

All investments and business positions in business entities and sources of income in the jurisdiction;

Interests in real property, in the jurisdiction, which were acquired by, leased, or otherwise used by the Affirmative Action Office;

His or her status as director, officer, partner, trustee, employee, or holder of a management position in any business entity in the jurisdiction.

Adopted: 8/20/91

*/ Consultants to the Affirmative Action Office shall be subject to disclosure under Category 1, subject to the following limitation:

The Affirmative Action Officer may determine in writing that a particular consultant, although a "Designated Employee," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements of Category 1. In such cases, the Affirmative

Action Officer may designate a different disclosure requirement. Such designation must be made in writing and shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the consultant's disclosure requirements. The Affirmative Action Officer's designation must be filed, in advance of disclosure by the consultant, with the Affirmative Action Office's conflict of interest code and also filed with the code reviewing body and must be delivered to the consultant along with a copy of the conflict of interest code and the manual and forms for disclosure (FPPC Form 730).

JM: JL19-8/20/91

ATTACHMENT B

CONFLICT OF INTEREST CODE
OF THE
CIVIL RIGHTS OFFICE

The Political Reform Act of 1974 (Government Code § 81000, e*t seq.*) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (FPPC) has adopted a regulation, § 18730 of Title 2 of the California Code of Regulations (CCR), which contains the terms of a standard conflict of interest code that may be incorporated by reference in a Department's Code. After public notice and hearing, the FPPC may amend the standard code to conform to amendments of the Political Reform Act. Therefore, the terms of § 18730 of Title 2 of CCR and any amendments adopted by the FPPC, together with the attached Appendices designating positions and establishing disclosure categories, are incorporated by reference and constitute the Conflict of Interest Code of the **CIVIL RIGHTS OFFICE** ("Department").

Individuals holding designated positions shall file their statement of economic interests with the **CIVIL RIGHTS OFFICE**, which will make the statements available for public inspection and reproduction, according to Government Code § 81008. Upon receipt of statements of the **CIVIL RIGHTS OFFICER**, the Department shall make and retain copies and forward the original to the code reviewing body. Statements for all other designated positions shall be kept by the Department.

Attachments: Appendix A: Designated Positions
Appendix B: Disclosure Categories

Adopted:
Amended:

APPENDIX A: DESIGNATED POSITIONS

Designated Positions[1]	Assigned Disclosure Category
CIVIL RIGHTS OFFICER	**1**
SENIOR EQUAL OPPORTUNITY ANALYST	**1**
ASSOCIATE EQUAL OPPORTUNITY ANALYST	**1**
EQUAL OPPORTUNITY ANALYST	**1**

Consultants[2]

Consultants to the **CIVIL RIGHTS OFFICE** are subject to disclosure under Category 1, subject to the following limitation: the **CIVIL RIGHTS OFFICER** may determine in writing that a consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and the consultant is not required to comply with the disclosure requirements of Category 1. In such cases, the **CIVIL RIGHTS OFFICER** may designate a different disclosure requirement. Such determination must be made in writing and shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the consultant's disclosure requirements. Such determination by the **CIVIL RIGHTS OFFICER** is a public record and shall be retained for public inspection in the same manner and location as the Department's Conflict of Interest Code.

---

2 Consultants are included in the list of designated positions. For purposes of this Code, "consultant" has the same meaning as set forth in 2 Cal. Code Regs., tit. 2, §18700.3(a).

APPENDIX B: DISCLOSURE CATEGORIES

General Provisions Applicable to All Categories

When an individual who holds a designated position is required to disclose investments and sources of income, they shall disclose investments in business entities and sources of income which do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction, within the past two years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction.

When an individual who holds a designated position is required to disclose sources of income, they shall include gifts received from donors located inside and outside of the jurisdiction.

When an individual who holds a designated position is required to disclose interests in real property, they shall disclose the type of real property if it is located within the jurisdiction or not more than two miles outside the boundaries of the jurisdiction, or within two miles of any land owned or used by Department.

When an individual who holds a designated position is required to disclose business position, they shall disclose positions in business entities that do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years.

For purposes of this Conflict of Interest Code, the jurisdiction of the **CIVIL RIGHTS OFFICE** is Monterey County**.** The **CIVIL RIGHTS OFFICE** operates entirely within the geographical boundaries of Monterey County.

Category 1

A designated position in this category must report all investments, business positions, interests in real property, and sources of income, including gifts, loans, and travel payments.

ATTACHMENT C

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

Resolution No.
Resolution to Approve the Amended Conflict of Interest
Code of the Monterey County Civil Rights Office.

WHEREAS, the Political Reform Act of 1974 (Government Code § 81000, *et. seq.*), requires state and local government agencies to adopt conflict of interest codes and to review their codes and make any necessary changes periodically;

WHEREAS, according to Government Code sections 87300 and 87301, the Monterey County Civil Rights Office has adopted a Conflict of Interest Code;

WHEREAS, since September 10th, 1991, when the Monterey County Civil Rights Office – then the Affirmative Action Office – Conflict of Interest Code was last amended, there have been position and title changes;

WHEREAS, under Government Code section 87306, the Monterey County Civil Rights Office, has amended its conflict of interest code as necessitated by these changed circumstances;

WHEREAS, according to Government Code sections 82011 and 87303, the Monterey County Civil Rights Office submitted its amended code to the Monterey County Board of Supervisors, the code reviewing body, for approval;

WHEREAS, the amended Conflict of Interest Code of the Monterey County Civil Rights Office is attached as Attachment A and incorporated by reference;

WHEREAS, pursuant to Government Code section 87303, the Board of Supervisors, as code reviewing body, may approve the code as submitted, revise the proposed code and approve it as revised, or return the proposed code to the agency for revision and resubmission; and

WHEREAS, the proposed code as amended is lawful under the Political Reform Act of 1974;

NOW THEREFORE, BE IT RESOLVED THAT, the Monterey County Board of Supervisors approves the amended Conflict of Interest Code of the Monterey County Civil Rights Office , attached as Attachment A, and directs the Clerk of the Board of Supervisors to notify the Civil Rights Office of the approval.

PASSED AND ADOPTED this ____ day of _____, 2020, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated:

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

Monterey County
Board of Supervisors

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

Board Order

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

Resolution No.: 21-021
Approve amendments to the Conflict of Interest Code of the Monterey County Civil Rights Office.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: RES 21-010
Agenda Item No.: 41

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

Julian Lorenzana, Deputy

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

Resolution No.: 21-021
To Approve the Amended Conflict of Interest Code)
of the Monterey County Civil Rights Office……)

WHEREAS, the Political Reform Act of 1974 (Government Code § 81000, *et. seq.*), requires state and local government agencies to adopt conflict of interest codes and to review their codes and make any necessary changes periodically;

WHEREAS, according to Government Code sections 87300 and 87301, the Monterey County Civil Rights Office has adopted a Conflict of Interest Code;

WHEREAS, since September 10th, 1991, when the Monterey County Civil Rights Office – then the Affirmative Action Office – Conflict of Interest Code was last amended, there have been position and title changes;

WHEREAS, under Government Code section 87306, the Monterey County Civil Rights Office, has amended its conflict of interest code as necessitated by these changed circumstances;

WHEREAS, according to Government Code sections 82011 and 87303, the Monterey County Civil Rights Office submitted its amended code to the Monterey County Board of Supervisors, the code reviewing body, for approval;

WHEREAS, the amended Conflict of Interest Code of the Monterey County Civil Rights Office is attached as Attachment A and incorporated by reference;

WHEREAS, pursuant to Government Code section 87303, the Board of Supervisors, as code reviewing body, may approve the code as submitted, revise the proposed code and approve it as revised, or return the proposed code to the agency for revision and resubmission; and

WHEREAS, the proposed code as amended is lawful under the Political Reform Act of 1974;

NOW THEREFORE, BE IT RESOLVED THAT, the Monterey County Board of Supervisors approves the amended Conflict of Interest Code of the Monterey County Civil Rights Office , attached as Attachment A, and directs the Clerk of the Board of Supervisors to notify the Civil Rights Office of the approval.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: RES 21-010
Agenda Item No.: 41

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

Julian Lorenzana

Julian Lorenzana, Deputy

Monterey County

Board Report

Legistar File Number: A 21-014

Item No.42

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

January 26, 2021

Introduced: 1/6/2021

Current Status: Passed - County Administrative Office

Version: 1

Matter Type: BoS Agreement

a. Consider approving a retroactive agreement and authorizing the Contracts/Purchasing Officer or his designee to sign a retroactive Agreement with First Alarm, a California Corporation, for the activation and monitoring of fire and intrusion equipment at WeatherTech Raceway Laguna Seca from May 1, 2020 through April 30, 2023, for an amount not to exceed $21,500; and
b. Approve and authorize the Contracts/Purchasing Officer or his designee to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($2,150) of the agreement amount and do not significantly change the scope of work.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Consider approving a retroactive agreement and authorizing the Contracts/Purchasing Officer or his designee to sign a retroactive Agreement with First Alarm, a California Corporation, for the activation and monitoring of fire and intrusion equipment at WeatherTech Raceway Laguna Seca from May 1, 2020 through April 30, 2023, for an amount not to exceed $21,500; and
b. Approve and authorize the Contracts/Purchasing Officer or his designee to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($2,150) of the agreement amount and do not significantly change the scope of work.

SUMMARY/DISCUSSION:
A&D Narigi Consulting, LLC (A&D) has been using this vendor, First Alarm, since May 2020 without County Contract. A&D requests that the Board of Supervisors approve the agreement retroactively. Representatives from A&D will be available for any questions at the time of the Board meeting containing this agenda item.

A&D requests retroactive approval of the agreement which supports the use of First Alarm, a California Corporation, for the activation and monitoring of fire and intrusion equipment at WeatherTech Raceway Laguna Seca. Fire and security alarms are necessary to the safety of staff and guests and to protect Monterey County assets.

The systems being monitored are currently in place and are the property of the County. First Alarm will invoice on a quarterly basis for services rendered.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed and approved the Agreement as to form.

FINANCING:
The contract with First Alarm will be funded through Fund 453 Laguna Seca Budget Unit 8536. Funding for the Agreement is included in the FY 2020-2021 Approved Budget. Approval of the recommended action will have no additional impact on the County General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
__ Economic Development
_X_ Administration
__ Health and Human Services
_X_ Infrastructure
_X_ Public Safety

Prepared by: Lavonne Chin, Administrative Operations Manager, ext. 7214

Approved by: Dewayne Woods, Assistant County Administrative Officer, ext. 5309

Attachments: First Alarm Agreement

Monterey County

Board Report

Legistar File Number: A 21-014

Item No.43

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

January 26, 2021

Introduced: 1/6/2021

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Consider approving a retroactive agreement and authorizing the Contracts/Purchasing Officer or his designee to sign a retroactive Agreement with First Alarm, a California Corporation, for the activation and monitoring of fire and intrusion equipment at WeatherTech Raceway Laguna Seca from May 1, 2020 through April 30, 2023, for an amount not to exceed $21,500; and
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SUMMARY/DISCUSSION:
A&D Narigi Consulting, LLC (A&D) has been using this vendor, First Alarm, since May 2020 without County Contract. A&D requests that the Board of Supervisors approve the agreement retroactively. Representatives from A&D will be available for any questions at the time of the Board meeting containing this agenda item.

A&D requests retroactive approval of the agreement which supports the use of First Alarm, a California Corporation, for the activation and monitoring of fire and intrusion equipment at WeatherTech Raceway Laguna Seca. Fire and security alarms are necessary to the safety of staff and guests and to protect Monterey County assets.

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
__ Economic Development
_X_ Administration
__ Health and Human Services
_X_ Infrastructure
_X_ Public Safety

Prepared by: Lavonne Chin, Administrative Operations Manager, ext. 7214 LC

Approved by: Dewayne Woods, Assistant County Administrative Officer, ext. 5309 DW

Attachments: First Alarm Agreement

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:
First Alarm, a California corporation ,
(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:

Activation and monitoring of existing fire and/or intrusion equipment.

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:$ 21,500.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from May 1, 2020 **to** April 30, 2023, 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:
Lavonne Chin Special Events Manager	Gary Kallman President
Name and Title	Name and Title
168 Alisal St., 3rd Floor Salinas, CA 93901	1111 Estates Drive Aptos CA 95003
Address	Address
831-759-7214	831 662 7407
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: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form[1]

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

First Alarm, a California corporation
Contractor's Business Name*

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

GARY KALLMAN, PRESIDENT
Name and Title

Date: 05/29/2020

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

Jarl SAAL Secretary
Name and Title

Date: 5/27/2020

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
[3] Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT – A

To Agreement by and between
County of Monterey, hereinafter referred to as "COUNTY"
AND
First Alarm, a California corporation (hereinafter collectively
referred to as "CONTRACTOR")

Scope of Services/Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide activation and monitoring of existing intrusion and/or fire equipment located at the following WeatherTech Raceway Laguna Seca locations:

- Ticket Office: $64.44 per Month, billed Quarterly
- Souvenir Store: $86.15 per Month, billed Quarterly
- Office/Admin Bldg: $113.15 per Month, billed Quarterly
- Maintenance Bldg Fire: $55.00 per Month, billed Quarterly
- Garages Fire: $79.50 per Month, billed Quarterly
- Hospitality Garage: $62.06 per Month, billed Quarterly

1. WeatherTech Raceway Laguna Seca will pay CONTRACTOR $5,820.60 in total for the first 12 months of contract term, to be billed Quarterly. CONTRACTOR has the right to impose up to a 10% increase in fees for each of the following 12 month periods.

2. CONTRACTOR agrees that a new Agreement between COUNTY and CONTRACTOR will need to be executed at the end of the 36 Month Term.

********END OF EXHIBIT – A********

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
InterWest Insurance Serv., LLC
License #0B01094
330 Tres Pinos Road Suite A-1
Hollister CA 95023
License#: 0B01094

CONTACT NAME: Lori Wagner
PHONE (A/C, No, Ext): 916-609-8457 FAX (A/C, No): 916-979-7992
E-MAIL ADDRESS: lwagner@iwins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Ind. Ins. Co.	18058
INSURER B : Arch Insurance Company	11150
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
First Alarm
1111 Estates Drive
Aptos CA 95003

COVERAGES **CERTIFICATE NUMBER:** 1749895224 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	PHPK2005534	7/1/2019	7/1/2020	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X BFPD, XCU						MED EXP (Any one person)	$ 20,000
	X E&O						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	PHPK2005534	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB ☒ OCCUR			PHUB683957	7/1/2019	7/1/2020	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 10,000,000
	☐ DED ☒ RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	ZAWCI9415703	4/1/2020	4/1/2021	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N ☐ (Mandatory In NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Laguna Seca Recreation Area 1021 Monterey Salinas Highway, Salinas, CA 93908

Certificate holder is Additional Insured as respects Liability per the attached policy form/endorsement. Insurance is Primary per attached policy form/endorsement.

CERTIFICATE HOLDER

County of Monterey
1021 Monterey Salinas Highway
Salinas, CA 93908

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket Additional Insured As Required by Contract	As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© Insurance Services Office, Inc., 2012

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PRIMARY/NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
Schedule
Name and Address of Person or Organization:
Any Person or Organization as Required by Written Contract.

It is understood and agreed that coverage for the person or organization shown in the above schedule is primary and non-contributory as respects liability created by the errors, acts or omissions of the named insured herein and subject to the terms and conditions in the Additional Insured Endorsement attached hereto.

All other terms, conditions, limitations, and exclusions of this policy are unchanged and applicable.

All other terms and conditions of this Policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

POLICY NUMBER: PHPK2005534

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	07/01/2019
Named Insured:	First Alarm

SCHEDULE

Name of Person(s) or Organization(s):	**Blanket where required by written contract**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Limited only to the operations of the insured, such insurance afforded by this endorsement for the additional insured shall apply as primary insurance. Any other insurance maintained by the additional insured or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

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POLICY NUMBER: PHPK2005534

PHILADELPHIA INDEMNITY INS. CO.
PI-MANU-1 (01/00)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS,

5. is replaced by the following:

Transfer of rights of recovery against others to us

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an insured contract.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be INCL % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS	ALL JOBS UNDER CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04-01-20 Policy No. ZAWCI9415703 Endorsement No.

Insured FIRST ALARM Premium $ INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

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Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-15101
a. Consider approving a retroactive agreement and authorizing the Contracts/Purchasing Officer or his designee to sign a retroactive Agreement with First Alarm, a California Corporation, for the activation and monitoring of fire and intrusion equipment at WeatherTech Raceway Laguna Seca from May 1, 2020 through April 30, 2023, for an amount not to exceed $21,500; and
b. Approve and authorize the Contracts/Purchasing Officer or his designee to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($2,150) of the agreement amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: A 21-014
Agenda Item No.: 42

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

Julian Lorenzana, Deputy

Introduced: 1/11/2021

Current Status: Passed - County Administrative Office

Version: 1

Matter Type: General Agenda Item

a. Receive a report on Board Referral No. 2020.11 regarding the feasibility and viability of the creation of a public bank to serve local government needs.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Receive a report on Board Referral No. 2020.11 regarding the feasibility and viability of the creation of a public bank to serve local government needs; and
b. Provide direction to staff.

SUMMARY:
On March 3, 2020, Supervisor Lopez and Supervisor Alejo submitted Board Referral No. 2020.11 *"Investigate the feasibility and viability of the creation of a public bank to serve our local government need."* Assembly Bill 857, adopted by the California Legislature in 2019, permits local governments to form and operate public banks. The law specifically states that any publicly owned depository would fall under the regulatory jurisdiction of the Federal Deposit Insurance Corporation (FDIC) and the California Department of Business Oversight. Cities such as San Francisco, Los Angeles, and San Diego have investigated the feasibility of forming public banks using assets held in their treasury investment pools. A Monterey County feasibility study is estimated to cost between $100,000 and $500,000. The Fiscal Year 2020-21 adopted budget currently has no allocated appropriations for the funding of a public bank feasibility study.

DISCUSSION:
On March 3, 2020, Supervisor Lopez and Supervisor Alejo submitted Board Referral No. 2020.11 for staff to investigate the feasibility and viability of creating a public bank to serve the local government needs while not competing with our local and national banking institutions. State legislators adopted AB 857 as a pilot program that allows for establishing public banks in California to address local government needs. AB 857 authorizes the lending of public credit by public banks and authorizes public ownership of public banks to achieve cost savings, strengthen local economies, support community economic development, and address infrastructure and local housing needs.

AB 857 specifically states that any publicly owned depository would fall under the regulatory jurisdiction of the FDIC and the California Department of Business Oversight. On November 20, the Department of FDIC gave notice of proposed regulation to implement AB 857. The Act specifies that a local agency will need to meet the same general requirements and approval criteria as existing law requires of a private sector applicant for a banking license, including obtaining deposit insurance

provided by the Federal Deposit Insurance Corporation. The Act authorizes the Commissioner of Financial Protection and Innovation ("Commissioner") to promulgate regulations to carry out the Commissioner's duties under the Act. To expedite the rulemaking process, the Commissioner intends to issue regulations in phases. This first phase of regulations focuses on general definitions and application requirements. This will enable the Commissioner to provide guidance on those areas most immediately relevant to stakeholders and enable implementation of the Act as timely as possible. Other state local governments have formed task forces and issued studies regarding the feasibility of public banks. As of this report's writing, the State has not received any applications for a public bank.

The State and other local government agencies have worked with various consultants to conduct public bank feasibility studies. Based on what other local governments have appropriated for feasibility studies, Monterey County can expect to spend between $100,000 and $500,000 on initial studies conducted by consultants. Costs closer to the $500,000 range would allow the study to include variables such as the complexity of the business strategy (banking services offered, business objectives, community economic benefits) and the degree of detail needed in the analysis (pro forma financials, funding approaches, etc.).

OTHER AGENCY INVOLVEMENT:
The County Administrative Office prepared this report with input from the County's municipal advisors, consulting groups, and other local governments.

FINANCING:
Receiving this report will not result in additional General Fund contributions.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Investigating the establishment of a sustainable and feasible public lending institution meets the Board's economic development initiative since banks can lead to collaboration in the local community and strengthen economic development to ensure a diversified and healthy economy.

_X_Economic Development
__Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Juan Pablo Lopez, Administrative Analyst, ext. 5091

Approved by: Ezequiel Vega, County Budget Director, ext. 3078

Approved by: Dewayne Woods, Assistant County Administrative Officer, ext. 5309

Introduced: 1/11/2021 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** General Agenda Item

a. Receive a report on Board Referral No. 2020.11 regarding the feasibility and viability of the creation of a public bank to serve local government needs; and
b. Provide direction to staff.

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SUMMARY:
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DISCUSSION:
On March 3, 2020, Supervisor Lopez and Supervisor Alejo submitted Board Referral No. 2020.11 for staff to investigate the feasibility and viability of creating a public bank to serve the local government needs while not competing with our local and national banking institutions. State legislators adopted AB 857 as a pilot program that allows for establishing public banks in California to address local government needs. AB 857 authorizes the lending of public credit by public banks and authorizes public ownership of public banks to achieve cost savings, strengthen local economies, support community economic development, and address infrastructure and local housing needs.

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provided by the Federal Deposit Insurance Corporation. The Act authorizes the Commissioner of Financial Protection and Innovation ("Commissioner") to promulgate regulations to carry out the Commissioner's duties under the Act. To expedite the rulemaking process, the Commissioner intends to issue regulations in phases. This first phase of regulations focuses on general definitions and application requirements. This will enable the Commissioner to provide guidance on those areas most immediately relevant to stakeholders and enable implementation of the Act as timely as possible. Other state local governments have formed task forces and issued studies regarding the feasibility of public banks. As of this report's writing, the State has not received any applications for a public bank.

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OTHER AGENCY INVOLVEMENT:
The County Administrative Office prepared this report with input from the County's municipal advisors, consulting groups, and other local governments.

FINANCING:
Receiving this report will not result in additional General Fund contributions.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Investigating the establishment of a sustainable and feasible public lending institution meets the Board's economic development initiative since banks can lead to collaboration in the local community and strengthen economic development to ensure a diversified and healthy economy.

_X_Economic Development
__Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Juan Pablo Lopez, Administrative Analyst, ext. 5091 Juan Pablo Lopez

Approved by: Ezequiel Vega, County Budget Director, ext. 3078

Approved by: Dewayne Woods, Assistant County Administrative Officer, ext. 5309 DW

Monterey County
Board of Supervisors

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

Board Order

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

a. Receive a report on Board Referral No. 2020.11 regarding the feasibility and viability of the creation of a public bank to serve local government needs.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: 21-044
Agenda Item No.: 43

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

Julian Lorenzana, Deputy

Monterey County

Board Report

Legistar File Number: 21-050

Item No.44

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

January 26, 2021

Introduced: 1/13/2021

Current Status: Passed - Treasurer Tax Collector

Version: 1

Matter Type: General Agenda Item

a. Receive and Accept the Treasurer's Report of Investments for the Quarter Ending December 31, 2020.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Receive and Accept the Treasurer's Report of Investments for the Quarter Ending December 31, 2020.

SUMMARY:
Government Code Section 53646 (b) (1) states the Treasurer may submit a quarterly report of investments. The attached exhibits provide a narrative portfolio review of economic and market conditions that support the investment activity during the October - December period, the investment portfolio position by investment type and the investment portfolio by maturity range.

DISCUSSION:
Economic conditions in the quarter ending December 31, 2020 were characterized by a few major events: a resurgence of coronavirus cases and the initial vaccine rollout, a presidential election with Joe Biden set to take office in January, and an additional fiscal stimulus designed to offset the lingering economic impact of the pandemic. The Federal Reserve committed to near-zero rates and an accommodative monetary policy. Equity markets with major U.S. stock indexes reached new all-time highs. However, even though the economy is recovering, it is decelerating.

As 2020 ends, the uncertainties of 2021 come into focus. Significant intervention from the Federal Reserve is expected to continue, while additional fiscal stimulus will help offset any economic deceleration in the U.S. The speed of vaccine rollouts will ultimately drive the pace of the anticipated "return to normalcy."

On December 31, 2020, the Monterey County investment portfolio contained an amortized book value of $2,236,498,742 spread among 233 separate securities and funds. The par value of those funds was $2,227,736,413 with a market value of $2,236,498,742 or 100% of amortized book value. The portfolio's net earned income yield for the period was 1.21%. The portfolio produced an estimated quarterly income of $6,205,140 that will be distributed proportionately to all agencies participating in the investment pool. The investment portfolio had a weighted average maturity of 490 days. The County Treasury continues to use shorter term debt to provide portfolio liquidity and enhance investment opportunities.

The investment portfolio complies with all applicable provisions of state law and the adopted Investment Policy and contains sufficient liquidity to meet all projected outflows over the next six months. The County obtained Market value pricings through resources such as Bloomberg LLP, Union Bank of California and live-bid pricing of corporate securities.

OTHER AGENCY INVOLVEMENT:
A copy of this report will be distributed to the Treasury Oversight Committee and to all agencies participating in the investment pool. The County also publishes the report on the County Treasurer's web site. A monthly report of investment transactions is provided to the Board of Supervisors as required by Government Code 53607.

FINANCING:
The investment portfolio's liquidity is sufficient to meet all projected expenditures over the next six months. Investment earnings in the General Fund are expected to meet the budgeted revenue for fiscal year 2020-2021.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This recommendation supports the Administration's initiative by providing transparency and accountability in the management of County funds in the Treasurer's investment portfolio.

Mark a check to the related Board of Supervisors Strategic Initiatives
X Administration

Prepared by: Susanne King, Treasury Manager, x5490

Approved by: Mary A. Zeeb, Treasurer-Tax Collector, x5015

Attachments:
Exhibit A - Investment Portfolio Review 12.31.20
Exhibit B - Portfolio Management Report 12.31.20
Exhibit C - Aging Report 01.01.21

cc:
Auditor-Controller - Internal Audit Section
All depositors
County Administrative Office
County Counsel
Treasury Oversight Co

Exhibit A
Investment Portfolio Review
Quarter Ending December 31, 2020

OVERVIEW

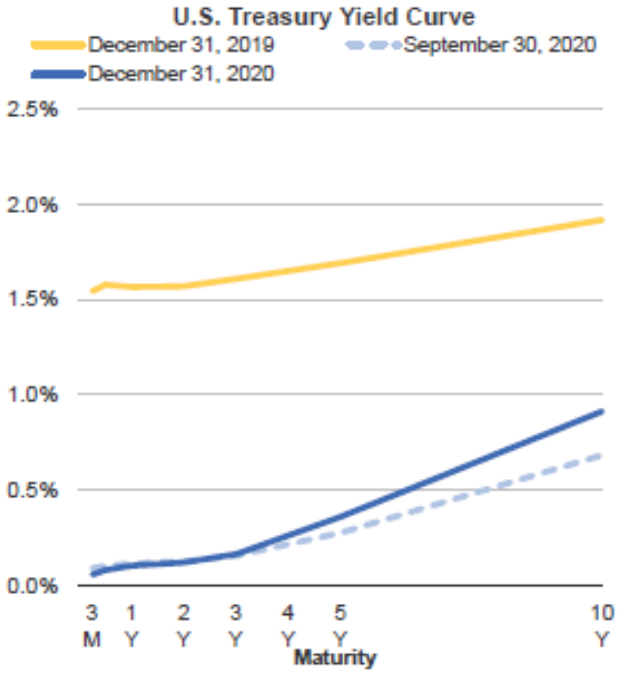
October 1, 2020 – December 31, 2020
Economic conditions in the quarter ending December 31, 2020 were characterized by a few major events: a resurgence of coronavirus cases and the initial vaccine rollout, a presidential election with Joe Biden set to take office in January, and an additional fiscal stimulus designed to offset the lingering economic impact of the pandemic. The Federal Reserve committed to near-zero rates and an accommodative monetary policy. Equity markets with major U.S. stock indexes reached new all-time highs. However, even though the economy is recovering, it is decelerating.

As 2020 ends, the uncertainties of 2021 come into focus. Significant intervention from the Federal Reserve is expected to continue, while additional fiscal stimulus will help offset any economic deceleration in the U.S. The speed of vaccine rollouts will ultimately drive the pace of the anticipated "return to normalcy."

U.S. TREASURY YIELD CURVE

- Short rates were steady, but the yield curve steepened during the Quarter.
- The spread between the yield on the 2-year and 10-year Treasuries reached a three-year high of 79 basis points (.79%).

	4Q2020 12/31/20	3Q2020 9/30/20	QoQ Change
3 month	0.06%	0.09%	-0.03%
1 year	0.10%	0.11%	-0.01%
2 year	0.12%	0.13%	-0.01%
3 year	0.16%	0.16%	0.00%
5 year	0.36%	0.28%	+0.08%
10 year	0.91%	0.70%	+0.21%
30 year	1.66%	1.49%	+0.17%



Source: Bloomberg as of 12/31/2020.

- The 2-year Treasury remained stable throughout the quarter, starting the quarter with a yield of 0.13% and ending the quarter at 0.12%

Source: Bloomberg, as of 12/31/20.

The County Treasury investments continue to focus on capturing relative value while remaining cautious. The following indicators reflect key aspects of the investment portfolio in light of the above noted conditions:

1. Market Access – During the quarter, investment purchases for the portfolio included U.S. Treasuries, Federal Agencies, Municipal Bonds, Commercial Paper and Corporate Notes. The Treasurer continues to keep a supply of liquid assets reflecting the need to maintain levels of available cash to ensure the ability to meet all cash flow needs.

2. Diversification - The Monterey County Treasurer's portfolio consists of 233 separate fixed income investments, all of which are authorized by the State of California Government Code 53601 and the Investment Policy.

   The portfolio asset spread is detailed in the table below:

Portfolio Asset Composition							
Commercial Paper	Corporate Notes	Negotiable CDs	Overnight Liquid Assets	US Treasuries	Federal Agencies	Supranational	Municipal Bonds
0.8%	13.6%	1.0%	20.5 %	43.4%	19.7%	1.0%	<0.1%

- Total may not equal 100% due to rounding

3. Credit Risk – Approximately 85% of the investment portfolio is comprised of U.S. Treasuries, Federal Agency securities, Negotiable CDs, Municipal Bonds and other liquid

funds. All assets have a better than investment grade rating. U.S. Treasuries are not specifically rated but are considered the safest of all investments. All corporate debt (14%) is rated in the higher levels of investment grade and all Federal Agency and Municipal holdings are rated AA. The Supranational (1%) is rated AAA. The credit quality of the Treasurer's portfolio continues to be high.

The portfolio credit composition is detailed in the table below:

	Portfolio Credit Composition						
AAA	AAAm	AA	A	A-1 (Short Term)	Aaf/S1+ (CalTRUST)	BBB+ (split rated)	LAIF (non-rated)
1.0 %	13.6%	66.9%	9.7%	1.3%	3.6%	0.7%	3.3%

- Total may not equal 100% due to rounding

4. Liquidity Risk – Liquidity risk, as measured by the ability of the County Treasury to meet withdrawal demands on invested assets, was actively managed during the October-December quarter. The portfolio's average weighted maturity was 490 days. In order to react quickly to unanticipated needs or opportunities in the current volatile environment, the Treasurer maintained $461M (21%) in overnight investments to provide immediate liquidity. In addition, to provide additional enhanced liquidity, the Treasurer maintained $762M (34%) in securities with maturities under a year.

PORTFOLIO CHARACTERISTICS

	September 30, 2020	December 31, 2020
Total Assets	$1,918,472,919.39	$2,227,736,412.70
Market Value	$1,922,009,718.02	$2,236,498,742.36
Days to Maturity	380	490
Yield	1.61%	1.21%
Estimated Earnings	$7,320,952.18	$6,205,140.10

Since the start of the pandemic, the volatility of the bond market has subsided, and interest rates have stabilized. With the expectation that the Federal Reserve will maintain their zero interest rate policy for the next several years, interest rates are expected to remain stable and low. Given this, the County has resumed investing excess liquidity into securities in order to lock in interest rates and to safely

maximize the portfolio return. The portfolio will continue to be actively managed under the established tenets of safety and liquidity while seeking to maximize the rate of return.

Exhibit B

Monterey County
Portfolio Management
Portfolio Details - Investments
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Money Market Accts - GC 53601(k)(2)												
SYS11672	11672	BlackRock			0.00	0.00	0.00	0.337			0.337	
SYS12159	12159	DREYFUS AMT FREE TAX EXEMPT MM			9,229,137.38	9,229,137.38	9,229,137.38	0.010			0.010	
SYS11830	11830	Federated		07/01/2020	0.00	0.00	0.00	0.101	Aaa	AAA	0.101	
SYS11578	11578	Fidelity Investments			100,000.00	100,000.00	100,000.00	0.010	Aaa	AAA	0.010	
		Subtotal and Average	**8,785,643.16**		**9,329,137.38**	**9,329,137.38**	**9,329,137.38**				**0.010**	
State Pool - GC 16429.1												
SYS11361	11361	LAIF			75,000,000.00	75,000,000.00	75,000,000.00	0.843			0.843	
		Subtotal and Average	**75,000,000.00**		**75,000,000.00**	**75,000,000.00**	**75,000,000.00**				**0.843**	
CALTRUST/CAMP - GC 53601(p)												
SYS11801	11801	CalTrust			48,800,000.00	48,800,000.00	48,800,000.00	0.496	Aaa	AAA	0.496	
SYS11802	11802	CalTrust			1,000,000.00	1,000,000.00	1,000,000.00	0.015	Aaa	AAA	0.015	
SYS12296	11803	CalTrust			20,000,000.00	20,000,000.00	20,000,000.00	0.186			0.186	
SYS12211	12211	CalTrust			10,300,000.00	10,300,000.00	10,300,000.00	0.061			0.061	
SYS12219	12219	CalTrust			331,214.64	331,214.64	331,214.64	0.056			0.056	
SYS10379	10379	Calif. Asset Mgmt			296,050,000.00	296,050,000.00	296,050,000.00	0.121		AAA	0.121	
SYS11961	11961	Calif. Asset Mgmt		07/01/2020	0.00	0.00	0.00	0.658		AAA	0.658	
		Subtotal and Average	**375,894,239.42**		**376,481,214.64**	**376,481,214.64**	**376,481,214.64**				**0.171**	
SWEEP ACCOUNT-MORG STNLY												
SYS12041	12041	Morgan Stanley			1.00	1.00	1.00	23.548			23.548	
		Subtotal and Average	**1.00**		**1.00**	**1.00**	**1.00**				**23.548**	
SWEEP ACCOUNT - CUSTOM												
SYS12138	12138	Morgan Stanley			73,059.68	73,059.68	73,059.68	0.030			0.030	
		Subtotal and Average	**418,357.39**		**73,059.68**	**73,059.68**	**73,059.68**				**0.030**	
Medium Term Notes - GC 53601(k)												
88579YAX9	12247	MMM COMPANY		01/11/2019	250,000.00	245,516.59	245,516.59	2.250	A1	AA-	3.123	03/15/2023
88579YBF7	12334	MMM COMPANY		11/27/2019	3,440,000.00	3,476,191.00	3,476,191.00	2.750	A1	AA-	1.825	03/01/2022
88579YBF7	12348	MMM COMPANY		01/15/2020	5,000,000.00	5,054,364.23	5,054,364.23	2.750	A1	AA-	1.795	03/01/2022
88579YBH3	12359	MMM COMPANY		02/24/2020	130,000.00	130,892.87	130,892.87	2.000	A1	AA-	1.825	02/14/2025
02079KAB3	12397	Alphabet INC		08/17/2020	5,000,000.00	5,459,502.52	5,459,502.52	3.375	Aa2	AA+	0.432	02/25/2024
023135AM8	12301	Amazon		05/31/2019	4,500,000.00	4,533,302.09	4,533,302.09	3.300	A3	AA-	2.472	12/05/2021

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Medium Term Notes - GC 53601(k)												
023135AW6	12317	Amazon		09/03/2019	200,000.00	202,566.71	202,566.71	2.400	A3	AA-	1.936	02/22/2023
023135BP0	12375	Amazon		06/03/2020	5,415,000.00	5,408,879.04	5,408,879.04	0.400			0.447	06/03/2023
025816BM0	12156	American Express Credit		08/21/2017	250,000.00	249,928.75	249,928.75	2.500	A3	BBB+	2.519	08/01/2022
0258MOEB1	12323	American Express Credit		10/28/2019	4,000,000.00	4,004,941.86	4,004,941.86	2.250	A2	A-	1.863	05/05/2021
037833CQ1	12151	Apple Inc Corp Notes		08/17/2017	250,000.00	250,394.67	250,394.67	2.300	Aa1	AA+	2.177	05/11/2022
037833AR1	12268	Apple Inc Corp Notes		02/22/2019	3,825,000.00	3,826,842.65	3,826,842.65	2.850	Aa1	AA+	2.705	05/06/2021
037833CC2	12284	Apple Inc Corp Notes		04/09/2019	5,000,000.00	4,971,187.60	4,971,187.60	1.550	Aa1	AA+	2.559	08/04/2021
037833DV9	12383	Apple Inc Corp Notes		06/30/2020	5,000,000.00	5,040,933.56	5,040,933.56	0.750	Aa1	AA+	0.401	05/11/2023
037833AS9	12445	Apple Inc Corp Notes		12/11/2020	5,000,000.00	5,484,705.10	5,484,705.10	3.450	Aa1	AA+	0.524	05/06/2024
05531FAV5	12153	BB&T Corporation		08/21/2017	250,000.00	249,955.92	249,955.92	2.050	A2	A-	2.101	05/10/2021
05531FAZ6	12325	BB&T Corporation		11/19/2019	5,000,000.00	5,000,857.64	5,000,857.64	2.150	A2	A-	1.940	02/01/2021
06406FAD5	12371	Bank of New York Mellon Corp		05/21/2020	125,000.00	128,881.39	128,881.39	2.200	A1	A	0.932	08/16/2023
06406HCX5	12417	Bank of New York Mellon Corp		09/30/2020	5,000,000.00	5,463,347.29	5,463,347.29	3.250	A1	A	0.702	09/11/2024
06051GGE3	12202	Bank of America Corp		06/07/2018	250,000.00	248,335.81	248,335.81	3.124	A3	A-	3.477	01/20/2023
06051GFW4	12234	Bank of America Corp		12/14/2018	5,000,000.00	4,987,276.45	4,987,276.45	2.625	Baa1	BBB+	3.515	04/19/2021
06051GGY9	12332	Bank of America Corp		11/27/2019	5,000,000.00	5,018,410.82	5,018,410.82	2.738	A2	A-	2.379	01/23/2022
06051GJH3	12436	Bank of America Corp		11/20/2020	4,400,000.00	4,411,492.81	4,411,492.81	0.810	A2	A-	0.740	10/24/2024
110122DC9	12418	BRISTOL-MYERS SQUIBB		09/30/2020	60,000.00	68,116.91	68,116.91	3.875	A2	A+	0.879	08/15/2025
110122DT2	12432	BRISTOL-MYERS SQUIBB		11/13/2020	80,000.00	80,000.00	80,000.00	0.537	A2	A+	0.537	11/13/2023
110122DT2	12439	BRISTOL-MYERS SQUIBB		11/20/2020	5,000,000.00	5,004,568.50	5,004,568.50	0.537	A2	A+	0.505	11/13/2023
110122CM8	12444	BRISTOL-MYERS SQUIBB		12/11/2020	5,000,000.00	5,392,441.95	5,392,441.95	2.900	A2	A+	0.621	07/26/2024
084664BT7	12182	Berkshire Hathaway Finance		03/12/2018	250,000.00	250,167.62	250,167.62	3.000	Aa2	AA	2.947	05/15/2022
084664BT7	12291	Berkshire Hathaway Finance		04/26/2019	8,625,000.00	8,680,556.46	8,680,556.46	3.000	Aa2	AA	2.509	05/15/2022
14913Q2E8	12183	CATERPILLAR FINL SERVC		03/12/2018	250,000.00	247,443.82	247,443.82	2.550	A3	A	3.129	11/29/2022
14913Q2G3	12276	CATERPILLAR FINL SERVC		03/15/2019	6,125,000.00	6,127,241.07	6,127,241.07	2.900	A3	A	2.716	03/15/2021
14913Q2W8	12346	CATERPILLAR FINL SERVC		01/14/2020	5,000,000.00	5,016,091.93	5,016,091.93	2.650	A3	A	1.783	05/17/2021
16764BV1	12368	Chevron Corp. Global		05/11/2020	75,000.00	75,000.00	75,000.00	1.141			1.141	05/11/2023
166764BT6	12404	Chevron Corp. Global		09/17/2020	5,000,000.00	5,357,722.79	5,357,722.79	2.895	Aa2	AA	0.503	03/03/2024
17275RBD3	12302	Cisco Systems Inc Corp		05/31/2019	5,000,000.00	4,998,021.34	4,998,021.34	2.200	A1	AA-	2.456	02/28/2021
172967LC3	12307	Citibank		06/07/2019	3,840,000.00	3,852,409.38	3,852,409.38	2.900	A3	BBB+	2.530	12/08/2021
172967GL9	12308	Citibank		07/12/2019	250,000.00	254,379.68	254,379.68	3.375	A3	BBB+	2.523	03/01/2023
172967KK6	12326	Citibank		11/19/2019	5,000,000.00	5,008,193.08	5,008,193.08	2.700	A3	BBB+	2.024	03/30/2021
172967MR9	12406	Citibank		09/17/2020	5,000,000.00	5,117,162.97	5,117,162.97	1.678	A3	BBB+	0.711	05/15/2024
191216CL2	12403	Coca- Cola Co		09/16/2020	5,000,000.00	5,235,349.65	5,235,349.65	1.750	A1	A+	0.458	09/06/2024
20030NCR0	12414	COMCAST CORP		09/30/2020	5,000,000.00	5,485,857.88	5,485,857.88	3.700	A3	A-	0.703	04/15/2024
254687FK7	12319	The Walt Disney Copr		09/06/2019	240,000.00	239,312.27	239,312.27	1.750			1.851	08/30/2024

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Medium Term Notes - GC 53601(k)												
291011BG8	12415	EMERSON ELECTRIC CO		09/30/2020	80,000.00	87,956.62	87,956.62	3.150	A2	A	0.848	06/01/2025
369550AR9	12237	General Dynamics Corp		12/14/2018	10,000,000.00	10,031,173.36	10,031,173.36	3.875	A2	A+	3.266	07/15/2021
437076AW2	12235	Home Depot Inc		12/14/2018	2,750,000.00	2,757,508.80	2,757,508.80	4.400	A2	A	3.256	04/01/2021
438516BW5	12370	Honeywell Internatioanl		05/20/2020	100,000.00	104,528.51	104,528.51	2.300	A2	A	0.995	08/15/2024
02665WBF7	12286	American Honda Finance		04/09/2019	5,000,000.00	4,973,440.90	4,973,440.90	1.650	A1	A+	2.688	07/12/2021
02665WCZ2	12318	American Honda Finance		09/03/2019	200,000.00	202,506.21	202,506.21	2.400			2.021	06/27/2024
02665WDF5	12333	American Honda Finance		11/27/2019	5,000,000.00	4,999,860.30	4,999,860.30	1.950	A2	A	1.952	05/20/2022
44932HAH6	12181	IBM Corp Notes		03/12/2018	250,000.00	248,948.18	248,948.18	3.000	A1	A+	3.218	02/06/2023
24422EUA5	12180	John Deere Capital Corp		03/12/2018	250,000.00	247,640.82	247,640.82	2.700	A2	A	3.209	01/06/2023
24422EVH9	12374	John Deere Capital Corp		06/04/2020	3,340,000.00	3,337,771.49	3,337,771.49	0.700	A2	A	0.726	07/05/2023
24422EVH9	12382	John Deere Capital Corp		06/30/2020	5,000,000.00	5,018,288.29	5,018,288.29	0.700	A2	A	0.553	07/05/2023
24422EUX5	12446	John Deere Capital Corp		12/11/2020	5,000,000.00	5,326,059.61	5,326,059.61	2.600	A2	A	0.531	03/07/2024
46625HJD3	12329	JP Morgan Chase		11/18/2019	5,000,000.00	5,127,715.39	5,127,715.39	4.500	A2	A-	2.032	01/24/2022
46625HJD3	12341	JP Morgan Chase		12/17/2019	5,000,000.00	5,128,383.42	5,128,383.42	4.500	A2	A-	2.022	01/24/2022
57636QAB0	12282	MASTERCARD INC		04/04/2019	250,000.00	255,106.14	255,106.14	3.375	A2	A+	2.699	04/01/2024
58933YAQ8	12316	MERCK & CO INC		09/03/2019	10,000,000.00	10,067,106.61	10,067,106.61	2.350	A1	AA	1.729	02/10/2022
594918BX1	12363	MICROSOFT CORP		03/11/2020	125,000.00	130,970.81	130,970.81	2.875	Aaa	AAA	1.289	02/06/2024
66989HAP3	12412	Novartis Capital Corp		09/22/2020	125,000.00	130,756.94	130,756.94	1.750	A1	AA-	0.594	02/14/2025
68389XBB0	12148	Oracle Corp		08/17/2017	250,000.00	250,851.05	250,851.05	2.500	A1	AA-	2.471	05/15/2022
742718EN5	12253	Procter & Gamble Co		01/15/2019	3,475,000.00	3,472,443.54	3,472,443.54	1.850	Aa3	AA-	2.734	02/02/2021
713448DX3	12236	Pepsico Inc Corp Note		12/14/2018	3,800,000.00	3,787,631.79	3,787,631.79	2.000	A1	A+	3.177	04/15/2021
713448DX3	12249	Pepsico Inc Corp Note		01/14/2019	5,000,000.00	4,987,823.92	4,987,823.92	2.000	A1	A+	2.876	04/15/2021
713448EY0	12367	Pepsico Inc Corp Note		05/01/2020	60,000.00	59,907.60	59,907.60	0.750			0.817	05/01/2023
717081ES8	12280	PFIZER INC		04/04/2019	250,000.00	251,922.79	251,922.79	2.950	A1	AA	2.692	03/15/2024
717081DZ3	12315	PFIZER INC		09/03/2019	5,000,000.00	5,018,560.10	5,018,560.10	2.200	A1	AA	1.801	12/15/2021
717081ES8	12402	PFIZER INC		09/16/2020	5,000,000.00	5,381,901.59	5,381,901.59	2.950	A1	AA	0.486	03/15/2024
69353RFT0	12360	PNC Bank NA		02/25/2020	4,130,000.00	4,130,000.00	4,130,000.00	1.743		A	1.743	02/24/2023
857477AV5	12267	State Street Corp		02/22/2019	8,723,000.00	8,691,570.61	8,691,570.61	1.950	A1	A	2.927	05/19/2021
857477AV5	12269	State Street Corp		02/22/2019	1,300,000.00	1,295,307.14	1,295,307.14	1.950	A1	A	2.929	05/19/2021
857477AV5	12304	State Street Corp		06/04/2019	5,000,000.00	4,993,569.79	4,993,569.79	1.950	A1	A	2.295	05/19/2021
89236TCQ6	12165	Toyota Motor Corporation		08/22/2017	250,000.00	252,054.72	252,054.72	2.800	Aa3	AA-	2.231	07/13/2022
89233P5T9	12231	Toyota Motor Corporation		12/07/2018	5,000,000.00	4,998,985.16	4,998,985.16	3.300	Aa3	AA-	3.320	01/12/2022
89236TEU5	12279	Toyota Motor Corporation		03/22/2019	5,000,000.00	5,004,707.69	5,004,707.69	2.950	Aa3	AA-	2.606	04/13/2021
89233P5F9	12311	Toyota Motor Corporation		07/18/2019	5,000,000.00	5,040,944.02	5,040,944.02	3.400	Aa3	AA-	2.204	09/15/2021
89236TGJ8	12347	Toyota Motor Corporation		01/15/2020	5,000,000.00	5,001,508.68	5,001,508.68	1.800	Aa3	AA-	1.759	10/07/2021
89236TGT6	12358	Toyota Motor Corporation		02/21/2020	130,000.00	129,771.00	129,771.00	1.800	Aa3	AA-	1.845	02/13/2025

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Medium Term Notes - GC 53601(k)												
89236THF5	12401	Toyota Motor Corporation		09/16/2020	5,000,000.00	5,005,308.87	5,005,308.87	0.500	A1	A+	0.459	08/14/2023
882508AY0	12298	Texas Instruments INC		05/30/2019	4,400,000.00	4,402,880.70	4,402,880.70	2.750	A1	A+	2.392	03/12/2021
904764BG1	12369	Unilever Capital Corp		05/20/2020	60,000.00	64,176.91	64,176.91	3.250	A1	A+	0.968	03/07/2024
91159HHA1	12152	US BANCORP		08/17/2017	250,000.00	252,941.08	252,941.08	4.125	A1	A+	2.215	08/24/2021
91159HHX1	12313	US BANCORP		08/06/2019	200,000.00	200,875.14	200,875.14	2.400	A1	A+	2.270	07/30/2024
91159HHC7	12322	US BANCORP		10/28/2019	3,500,000.00	3,544,098.86	3,544,098.86	3.000	A1	A+	1.888	03/15/2022
91159HHX1	12405	US BANCORP		09/17/2020	5,000,000.00	5,324,285.75	5,324,285.75	2.400	A1	A+	0.525	07/30/2024
92826CAC6	12203	Visa Inc		06/07/2018	250,000.00	248,293.27	248,293.27	2.800	A1	A+	3.178	12/14/2022
931142EJ8	12223	Walmart Inc		10/31/2018	10,000,000.00	10,001,499.58	10,001,499.58	3.125	Aa2	AA	3.091	06/23/2021
931142DP5	12447	Walmart Inc		12/11/2020	5,000,000.00	5,433,028.32	5,433,028.32	3.300	Aa2	AA	0.449	04/22/2024
		Subtotal and Average	**282,438,523.57**		**290,578,000.00**	**295,741,316.74**	**295,741,316.74**				**1.815**	
Negotiable CDs - GC 53601(i)												
22535CDU2	12281	Credit Agricole CIB NY		04/04/2019	250,000.00	250,000.00	250,000.00	2.830	A1	A+	2.869	04/02/2021
22549L6F7	12393	Credit Suisse		08/07/2020	200,000.00	200,000.00	200,000.00	0.520			0.520	02/01/2022
55379WZT6	12272	MUFG Bank LTD/NY		02/28/2019	10,000,000.00	10,000,000.00	10,000,000.00	2.970		A-1	3.020	02/26/2021
55379WZT6	12273	MUFG Bank LTD/NY		02/28/2019	250,000.00	250,000.00	250,000.00	2.970		A-1	2.970	02/26/2021
83369XDL9	12356	SOCIETE GENERALE NY		02/19/2020	260,000.00	260,000.00	260,000.00	1.800			1.800	02/14/2022
83369XDL9	12357	SOCIETE GENERALE NY		02/19/2020	10,000,000.00	10,000,000.00	10,000,000.00	1.800			1.800	02/14/2022
86565CKU2	12387	Sumitomo Mitsui Bank NY		07/14/2020	135,000.00	135,000.00	135,000.00	0.700			0.700	07/08/2022
867914BM4	12340	SUNTRUST BANKS INC		12/16/2019	5,000,000.00	5,031,498.82	5,031,498.82	2.700	A3	A-	2.072	01/27/2022
		Subtotal and Average	**35,130,104.44**		**26,095,000.00**	**26,126,498.82**	**26,126,498.82**				**2.325**	
Commercial Paper Disc.- GC 53601(h)												
09659BUW8	12430	BNP Paribas NY		11/05/2020	18,425,000.00	18,400,279.79	18,400,279.79	0.230	P-1	A-1	0.233	07/30/2021
		Subtotal and Average	**11,398,131.24**		**18,425,000.00**	**18,400,279.79**	**18,400,279.79**				**0.233**	
Fed Agcy Coupon Sec - GC 53601(f)												
3130AF5B9	12222	Federal Home Loan Bank		10/12/2018	10,000,000.00	9,999,219.44	9,999,219.44	3.000			3.011	10/12/2021
3130AFW94	12264	Federal Home Loan Bank		02/15/2019	370,000.00	369,182.65	369,182.65	2.500			2.576	02/13/2024
3130AJM22	12407	Federal Home Loan Bank		09/18/2020	12,535,000.00	12,602,429.47	12,602,429.47	0.440	Aaa	AA+	0.292	08/28/2024
3130AKJW7	12451	Federal Home Loan Bank		12/16/2020	25,000,000.00	25,024,791.55	25,024,791.55	0.600	Aaa	AA+	0.580	12/15/2025
3137EAEL9	12242	Federal Home Loan Mtg Corp		01/03/2019	10,000,000.00	9,998,077.33	9,998,077.33	2.375	Aaa	AA+	2.533	02/16/2021
3134GVT24	12377	Federal Home Loan Mtg Corp		06/22/2020	25,000,000.00	25,000,000.00	25,000,000.00	0.360			0.360	12/22/2022
3137EAES4	12384	Federal Home Loan Mtg Corp		06/30/2020	25,000,000.00	24,968,600.14	24,968,600.14	0.250	Aaa	AA+	0.301	06/26/2023
3137EAEU9	12391	Federal Home Loan Mtg Corp		07/23/2020	155,000.00	154,295.93	154,295.93	0.375			0.476	07/21/2025

Exhibit B

Monterey County
Portfolio Management
Portfolio Details - Investments
December 31, 2020

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Fed Agcy Coupon Sec - GC 53601(f)												
3137EAES4	12395	Federal Home Loan Mtg Corp		08/17/2020	22,635,000.00	22,620,431.33	22,620,431.33	0.250	Aaa	AA+	0.276	06/26/2023
3137EAEW5	12399	Federal Home Loan Mtg Corp		09/04/2020	15,000,000.00	15,006,636.97	15,006,636.97	0.250	Aaa	AA+	0.233	09/08/2023
3137EAEW5	12400	Federal Home Loan Mtg Corp		09/04/2020	290,000.00	290,128.31	290,128.31	0.250	Aaa	AA+	0.233	09/08/2023
3137EAEW5	12409	Federal Home Loan Mtg Corp		09/18/2020	25,000,000.00	25,007,681.78	25,007,681.78	0.250	Aaa	AA+	0.239	09/08/2023
3137EAEV7	12411	Federal Home Loan Mtg Corp		09/18/2020	25,000,000.00	25,004,286.70	25,004,286.70	0.250	Aaa	AA+	0.243	08/24/2023
3137EAEV7	12413	Federal Home Loan Mtg Corp		09/30/2020	25,000,000.00	25,013,920.74	25,013,920.74	0.250	Aaa	AA+	0.229	08/24/2023
3134GWVB9	12420	Federal Home Loan Mtg Corp		10/15/2020	10,650,000.00	10,642,352.77	10,642,352.77	0.550	Aaa	N/A	0.565	09/29/2025
3137EAEY1	12421	Federal Home Loan Mtg Corp		10/16/2020	250,000.00	249,227.64	249,227.64	0.125	N/A	AA+	0.236	10/16/2023
3137EAEZ8	12429	Federal Home Loan Mtg Corp		11/05/2020	29,545,000.00	29,519,786.99	29,519,786.99	0.250	N/A	AA+	0.280	11/06/2023
3137EAFA2	12442	Federal Home Loan Mtg Corp		12/04/2020	435,000.00	434,580.12	434,580.12	0.250	Aaa	AA+	0.283	12/04/2023
3134GXBD5	12448	Federal Home Loan Mtg Corp		12/11/2020	25,000,000.00	24,991,391.82	24,991,391.82	0.360	Aaa	N/A	0.370	05/15/2024
3134GXGR9	12449	Federal Home Loan Mtg Corp		12/11/2020	25,000,000.00	25,000,000.00	25,000,000.00	0.350	Aaa	N/A	0.350	12/11/2023
3135G0V34	12263	Federal National Mtg Assn		02/08/2019	335,000.00	334,227.45	334,227.45	2.500			2.580	02/05/2024
3135G03U5	12366	Federal National Mtg Assn		04/24/2020	470,000.00	469,164.81	469,164.81	0.625	Aaa	AA+	0.667	04/22/2025
3135G04Q3	12372	Federal National Mtg Assn		05/22/2020	240,000.00	239,424.09	239,424.09	0.250	Aaa	AA+	0.351	05/22/2023
3135G03U5	12373	Federal National Mtg Assn		06/03/2020	450,000.00	452,452.15	452,452.15	0.625	Aaa	AA+	0.497	04/22/2025
3135G04Z3	12380	Federal National Mtg Assn		06/19/2020	545,000.00	543,992.32	543,992.32	0.500	Aaa	AA+	0.542	06/17/2025
3135G04Q3	12381	Federal National Mtg Assn		06/30/2020	31,000,000.00	30,986,167.81	30,986,167.81	0.250	Aaa	AA+	0.269	05/22/2023
3135G05G4	12385	Federal National Mtg Assn		07/10/2020	515,000.00	514,068.06	514,068.06	0.250	Aaa	AA+	0.322	07/10/2023
3135G04Z3	12386	Federal National Mtg Assn		07/10/2020	950,000.00	951,854.54	951,854.54	0.500	Aaa	AA+	0.456	06/17/2025
3135G05R0	12394	Federal National Mtg Assn		08/12/2020	15,000,000.00	14,976,481.45	14,976,481.45	0.300	Aaa	AA+	0.360	08/10/2023
3135G05G4	12396	Federal National Mtg Assn		08/17/2020	15,000,000.00	14,993,463.57	14,993,463.57	0.250	Aaa	AA+	0.267	07/10/2023
3135G05G4	12408	Federal National Mtg Assn		09/18/2020	25,000,000.00	25,002,021.00	25,002,021.00	0.250	Aaa	AA+	0.247	07/10/2023
3135G0V75	12416	Federal National Mtg Assn		09/30/2020	13,800,000.00	14,538,031.96	14,538,031.96	1.750	Aaa	AA+	0.216	07/02/2024
3135G06H1	12440	Federal National Mtg Assn		11/25/2020	25,000,000.00	24,987,432.53	24,987,432.53	0.250	N/A	AA+	0.267	11/27/2023
91324PDM1	12398	United Health Group Inc		08/19/2020	2,125,000.00	2,316,992.80	2,316,992.80	3.500	A3	A+	0.573	02/15/2024
		Subtotal and Average	**391,553,564.26**		**442,295,000.00**	**443,202,796.22**	**443,202,796.22**				**0.426**	
US Treasury Note-GC 53601(b)												
912828H86	12160	U.S. Treasury		08/18/2017	2,000,000.00	1,995,466.88	1,995,466.88	1.500	Aaa		1.719	01/31/2022
9128282P4	12179A	U.S. Treasury		03/12/2018	780,000.00	771,422.19	771,422.19	1.875	Aaa		2.617	07/31/2022
9128284B3	12224	U.S. Treasury		10/31/2018	10,100,000.00	10,090,621.45	10,090,621.45	2.375	Aaa		2.858	03/15/2021
912828B58	12225	U.S. Treasury		10/31/2018	20,000,000.00	19,988,380.92	19,988,380.92	2.125	Aaa		2.861	01/31/2021
9128284D9	12226	U.S. Treasury		11/07/2018	850,000.00	840,833.89	840,833.89	2.500	Aaa		3.017	03/31/2023
912828F21	12228	U.S. Treasury		11/30/2018	20,330,000.00	20,227,527.47	20,227,527.47	2.125	Aaa		2.834	09/30/2021
912828WN6	12229	U.S. Treasury		11/30/2018	15,160,000.00	15,110,769.96	15,110,769.96	2.000	Aaa	AA+	2.824	05/31/2021

Exhibit B

Monterey County
Portfolio Management
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
US Treasury Note-GC 53601(b)												
9128284W7	12230	U.S. Treasury		11/30/2018	15,000,000.00	14,992,501.90	14,992,501.90	2.750	Aaa		2.834	08/15/2021
912828B90	12239	U.S. Treasury		12/14/2018	20,000,000.00	19,976,361.14	19,976,361.14	2.000	Aaa		2.772	02/28/2021
912828Q37	12240	U.S. Treasury		12/14/2018	19,600,000.00	19,531,290.18	19,531,290.18	1.250	Aaa	AA+	2.744	03/31/2021
912828T91	12245	U.S. Treasury		01/11/2019	500,000.00	487,669.08	487,669.08	1.625	Aaa		2.557	10/31/2023
912828VB3	12246	U.S. Treasury		01/11/2019	785,000.00	770,925.72	770,925.72	1.750	Aaa		2.555	05/15/2023
9128285R7	12251	U.S. Treasury		01/15/2019	21,750,000.00	21,771,931.89	21,771,931.89	2.625	Aaa		2.514	12/15/2021
9128283Q1	12252A	U.S. Treasury		01/15/2019	10,000,000.00	9,997,957.63	9,997,957.63	2.000			2.550	01/15/2021
9128284B3	12259	U.S. Treasury		01/31/2019	25,000,000.00	24,993,092.14	24,993,092.14	2.375	Aaa		2.517	03/15/2021
912828V23	12260C	U.S. Treasury		01/31/2019	500,000.00	495,667.05	495,667.05	2.250	Aaa		2.560	12/31/2023
912828U57	12261	U.S. Treasury		02/08/2019	500,000.00	494,915.98	494,915.98	2.125	Aaa		2.498	11/30/2023
912828P38	12262	U.S. Treasury		02/08/2019	700,000.00	689,773.85	689,773.85	1.750	Aaa		2.492	01/31/2023
9128284G2	12265	U.S. Treasury		02/19/2019	17,785,000.00	17,777,921.92	17,777,921.92	2.375	Aaa		2.519	04/15/2021
912828B90	12270	U.S. Treasury		02/26/2019	29,000,000.00	28,977,053.21	28,977,053.21	2.000	Aaa		2.514	02/28/2021
912828C57	12271	U.S. Treasury		02/27/2019	10,000,000.00	9,994,350.02	9,994,350.02	2.250	Aaa		2.489	03/31/2021
9128286G0	12274	U.S. Treasury		03/07/2019	400,000.00	397,850.12	397,850.12	2.375	Aaa		0.000	02/29/2024
912828WG1	12277	U.S. Treasury		03/18/2019	10,000,000.00	9,993,814.10	9,993,814.10	2.250	Aaa		2.445	04/30/2021
912828Q78	12283	U.S. Treasury		04/05/2019	10,000,000.00	9,969,748.26	9,969,748.26	1.375	Aaa		2.332	04/30/2021
912828QN3	12285	U.S. Treasury		04/09/2019	24,600,000.00	24,667,152.87	24,667,152.87	3.125	Aaa		2.357	05/15/2021
912828WN6	12297	U.S. Treasury		05/17/2019	20,000,000.00	19,980,966.86	19,980,966.86	2.000	Aaa	AA+	2.238	05/31/2021
912828WJ5	12305	U.S. Treasury		06/06/2019	500,000.00	509,210.10	509,210.10	2.500	Aaa	AA+	1.924	05/15/2024
912828S35	12309	U.S. Treasury		07/12/2019	750,000.00	742,106.83	742,106.83	1.375	Aaa	AA+	1.815	06/30/2023
912828S27	12310	U.S. Treasury		07/17/2019	20,000,000.00	19,928,899.68	19,928,899.68	1.125	Aaa	AA+	1.863	06/30/2021
912828S76	12312	U.S. Treasury		07/19/2019	20,000,000.00	19,917,689.06	19,917,689.06	1.125	Aaa	AA+	1.855	07/31/2021
912828T34	12314	U.S. Treasury		09/03/2019	30,000,000.00	29,910,009.89	29,910,009.89	1.125	Aaa	AA+	1.536	09/30/2021
912828Q29	12320	U.S. Treasury		09/06/2019	950,000.00	953,291.36	953,291.36	1.500	Aaa	AA+	1.341	03/31/2023
912828T67	12330	U.S. Treasury		11/18/2019	40,350,000.00	40,227,423.35	40,227,423.35	1.250	Aaa	AA+	1.624	10/31/2021
912828YM6	12331	U.S. Treasury		11/19/2019	170,000.00	168,956.90	168,956.90	1.500	Aaa	AA+	1.668	10/31/2024
912828U81	12335	U.S. Treasury		11/27/2019	25,000,000.00	25,096,185.66	25,096,185.66	2.000	Aaa	AA+	1.605	12/31/2021
912828S27	12336	U.S. Treasury		11/27/2019	25,000,000.00	24,937,977.36	24,937,977.36	1.125	Aaa	AA+	1.636	06/30/2021
912828RR3	12337	U.S. Treasury		11/27/2019	25,800,000.00	25,888,255.78	25,888,255.78	2.000	Aaa	AA+	1.599	11/15/2021
9128282F6	12339	U.S. Treasury		12/16/2019	9,575,000.00	9,541,927.70	9,541,927.70	1.125	Aaa	AA+	1.656	08/31/2021
9128287A2	12342	U.S. Treasury		12/19/2019	25,000,000.00	24,995,283.15	24,995,283.15	1.625	Aaa	AA+	1.663	06/30/2021
912828Q37	12343	U.S. Treasury		12/19/2019	25,000,000.00	24,976,228.63	24,976,228.63	1.250	Aaa	AA+	1.645	03/31/2021
912828YT1	12345	U.S. Treasury		12/19/2019	24,900,000.00	24,870,885.88	24,870,885.88	1.500	Aaa	AA+	1.608	11/30/2021
912828YJ3	12349	U.S. Treasury		01/15/2020	11,800,000.00	11,790,757.61	11,790,757.61	1.500	Aaa	AA+	1.607	09/30/2021
912828Z52	12352	U.S. Treasury		02/05/2020	500,000.00	500,031.96	500,031.96	1.375	Aaa	AAA	1.373	01/31/2025

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Portfolio Management
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
US Treasury Note-GC 53601(b)												
912828YM6	12353	U.S. Treasury		02/05/2020	500,000.00	502,242.80	502,242.80	1.500	Aaa	AA+	1.378	10/31/2024
912828YY0	12354A	U.S. Treasury		02/05/2020	370,000.00	375,360.81	375,360.81	1.750	Aaa	AA+	1.374	12/31/2024
912828ZC7	12362	U.S. Treasury		03/04/2020	400,000.00	404,780.75	404,780.75	1.125	Aaa	AA+	0.831	02/28/2025
912828ZR4	12379	U.S. Treasury		06/18/2020	25,000,000.00	24,973,864.61	24,973,864.61	0.125	Aaa	AA+	0.199	05/31/2022
912828ZM5	12410	U.S. Treasury		09/18/2020	30,700,000.00	30,696,058.26	30,696,058.26	0.125	Aaa	AA+	0.134	04/30/2022
91282CAP6	12419	U.S. Treasury		10/15/2020	20,300,000.00	20,272,750.12	20,272,750.12	0.125	Aaa	AA+	0.173	10/15/2023
91282CAG6	12424	U.S. Treasury		11/03/2020	25,000,000.00	24,985,759.20	24,985,759.20	0.125	Aaa	AA+	0.159	08/31/2022
912828M80	12425	U.S. Treasury		11/04/2020	25,000,000.00	25,872,788.53	25,872,788.53	2.000	Aaa	AA+	0.170	11/30/2022
91282CAR2	12426	U.S. Treasury		11/04/2020	25,000,000.00	24,979,333.46	24,979,333.46	0.125	Aaa	AA+	0.170	10/31/2022
912828TY6	12427	U.S. Treasury		11/04/2020	25,000,000.00	25,678,693.81	25,678,693.81	1.625	Aaa	AA+	0.171	11/15/2022
91282CAN1	12428	U.S. Treasury		11/04/2020	25,000,000.00	24,979,413.50	24,979,413.50	0.125	Aaa	AA+	0.172	09/30/2022
912828ZM5	12433	U.S. Treasury		11/18/2020	500,000.00	499,749.35	499,749.35	0.125	Aaa	AA+	0.163	04/30/2022
91282CAR2	12434	U.S. Treasury		11/18/2020	500,000.00	499,541.89	499,541.89	0.125	Aaa	AA+	0.175	10/31/2022
91282CAP6	12441	U.S. Treasury		12/01/2020	20,900,000.00	20,865,140.70	20,865,140.70	0.125	Aaa	AA+	0.185	10/15/2023
91282CAZ4	12443	U.S. Treasury		12/08/2020	325,000.00	324,724.39	324,724.39	0.375	Aaa	AA+	0.392	11/30/2025
91282CAX9	12450	U.S. Treasury		12/11/2020	28,210,000.00	28,193,953.48	28,193,953.48	0.125	Aaa	AA+	0.155	11/30/2022
91282CBA8	12452	U.S. Treasury		12/16/2020	25,000,000.00	24,962,471.08	24,962,471.08	0.125	Aaa	AA+	0.175	12/15/2023
91282CAW1	12454	U.S. Treasury		12/22/2020	25,000,000.00	25,068,680.59	25,068,680.59	0.250	Aaa	AA+	0.154	11/15/2023
91282CBA8	12455	U.S. Treasury		12/22/2020	25,000,000.00	24,970,004.81	24,970,004.81	0.125	Aaa	AA+	0.166	12/15/2023
912828YE4	12456	U.S. Treasury		12/22/2020	25,000,000.00	25,934,422.52	25,934,422.52	1.250	Aaa	AA+	0.224	08/31/2024
912828YM6	12457	U.S. Treasury		12/22/2020	22,500,000.00	23,581,236.20	23,581,236.20	1.500	Aaa	AA+	0.238	10/31/2024
		Subtotal and Average	**845,652,944.31**		**965,840,000.00**	**968,562,058.44**	**968,562,058.44**				**1.370**	
Supranationals												
4581X0DM7	12365	INTER AMERICAN DEVEL BK		04/24/2020	270,000.00	269,928.63	269,928.63	0.500			0.511	05/24/2023
45905BJM6	12437	INTL BK RECON & DEVELP		11/24/2020	355,000.00	354,262.90	354,262.90	0.250			0.322	11/24/2023
459058JM6	12438	INTL BK RECON & DEVELP		11/24/2020	21,955,000.00	21,909,413.90	21,909,413.90	0.250			0.322	11/24/2023
		Subtotal and Average	**9,465,469.96**		**22,580,000.00**	**22,533,605.43**	**22,533,605.43**				**0.324**	
Municipal Bonds												
13017HAK2	12435	California Earthquake Authorit		11/24/2020	55,000.00	55,000.00	55,000.00	1.477			1.477	07/01/2023
13063DUY2	12364	California TXBL		04/22/2020	55,000.00	63,801.89	63,801.89	5.000	Aa2		1.051	03/01/2025
54438CYK2	12431	Los Angeles CCD		11/10/2020	100,000.00	100,000.00	100,000.00	0.773	Aaa	N/A	0.773	08/01/2025
650036DT0	12453	NY ST Urban		12/23/2020	270,000.00	270,000.00	270,000.00	0.870	N/A	N/A	0.870	03/15/2025
798306WP7	12422	SAN JUAN CA UNIF SCH		10/29/2020	55,000.00	55,000.00	55,000.00	0.852	Aa2		0.899	08/01/2025
798306WN2	12423	SAN JUAN CA UNIF SCH		10/29/2020	60,000.00	60,000.00	60,000.00	0.702	Aa2		0.702	08/01/2024

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Monterey County
Portfolio Management
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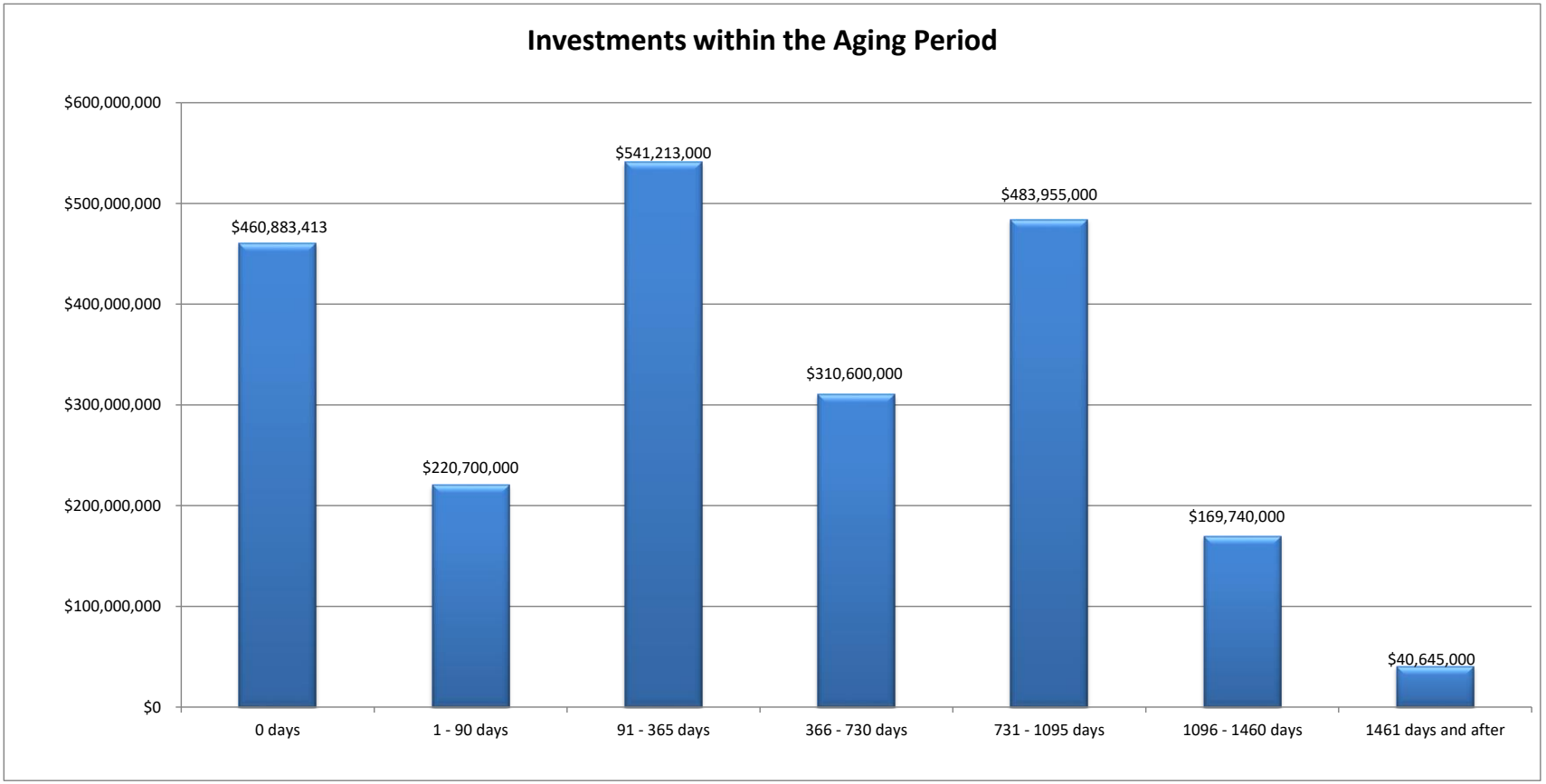
CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Municipal Bonds												
574193TQ1	12392	State of Maryland		08/05/2020	110,000.00	109,972.33	109,972.33	0.510	Aaa		0.517	08/01/2024
91412HFM0	12388	University of California		07/16/2020	55,000.00	55,000.00	55,000.00	0.933	Aa2		0.933	05/15/2025
977123X78	12389	Wisconsin St Transport		07/30/2020	140,000.00	140,000.00	140,000.00	0.774	Aa1		0.774	07/01/2025
977123X60	12390	Wisconsin St Transport		07/30/2020	140,000.00	140,000.00	140,000.00	0.624	Aa1		0.624	07/01/2024
		Subtotal and Average	**694,684.72**		**1,040,000.00**	**1,048,774.22**	**1,048,774.22**				**0.816**	
		Total and Average	**2,036,431,663.47**		**2,227,736,412.70**	**2,236,498,742.36**	**2,236,498,742.36**				**1.007**	

Exhibit C
Monterey County
Aging Report
By Maturity Date
As of January 1, 2021

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	(01/01/2021 - 01/01/2021)	14 Maturities	460,883,412.70	20.69%	460,883,412.70	460,883,412.70
Aging Interval:	1 - 90 days	(01/02/2021 - 04/01/2021)	19 Maturities	220,700,000.00	9.91%	220,540,558.82	220,540,558.82
Aging Interval:	91 - 365 days	(04/02/2021 - 01/01/2022)	44 Maturities	541,213,000.00	24.29%	540,769,816.12	540,769,816.12
Aging Interval:	366 - 730 days	(01/02/2022 - 01/01/2023)	36 Maturities	310,600,000.00	13.94%	312,597,350.13	312,597,350.13
Aging Interval:	731 - 1095 days	(01/02/2023 - 01/01/2024)	62 Maturities	483,955,000.00	21.72%	483,754,102.25	483,754,102.25
Aging Interval:	1096 - 1460 days	(01/02/2024 - 12/31/2024)	37 Maturities	169,740,000.00	7.62%	177,253,764.94	177,253,764.94
Aging Interval:	1461 days and after	(01/01/2025 -)	21 Maturities	40,645,000.00	1.83%	40,699,737.40	40,699,737.40
			Total for 233 Investments	2,227,736,412.70	100.00	2,236,498,742.36	2,236,498,742.36



Monterey County
Board of Supervisors

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

Board Order

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

a. Rreceive and accept The Treasurer's Report of Investments for the Quarter Ending December 31, 2020.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: 21-050
Agenda Item No.: 44

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

Julian Lorenzana, Deputy

Monterey County

Board Report

Legistar File Number: A 21-025

Item No.45

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

January 26, 2021

Introduced: 1/14/2021

Current Status: Passed - County Administrative Office

Version: 1

Matter Type: BoS Agreement

a. Approve a retroactive agreement and authorize the Contracts/Purchasing Officer or his designee to sign an Agreement with Sports Systems Services, Inc. to provide an online media credentialing program to WeatherTech Raceway Laguna Seca retroactive from January 1, 2020 through December 31, 2022, for an amount not to exceed $6,500;
b. Accept non-standard risk terms with respect to insurance provisions in the Agreement; and
c. Approve and authorize the Contracts/Purchasing Officer or his designee to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($650) of the agreement amount and do not significantly change the scope of work.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Consider approving a retroactive agreement and authorizing the Contracts/Purchasing Officer or his designee to sign an Agreement with Sports Systems Services, Inc. to provide an online media credentialing program to WeatherTech Raceway Laguna Seca retroactive from January 1, 2020 through December 31, 2022, for an amount not to exceed $6,500;
b. Accept non-standard risk terms with respect to insurance provisions in the Agreement; and
c. Approve and authorize the Contracts/Purchasing Officer or his designee to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($650) of the agreement amount and do not significantly change the scope of work.

SUMMARY/DISCUSSION:
A&D Narigi Consulting, LLC, (A&D) has been using Sports Systems Services since January 2020 without County Contract. A&D requests that the Board of Supervisors approve the agreement retroactively. Representatives from A&D will be available for any questions at the time of the board meeting containing this agenda item.

A&D requests retroactive approval of the agreement which supports the use of Sports Systems Services, Inc., to configure and deliver a private media accreditation system that is customized to fulfill the specific requirements for WeatherTech Raceway Laguna Seca's 2020, 2021, and 2022 seasons. Approval of a retroactive agreement will allow Sports Systems Services to be paid for services provided in 2020.

The media accreditation system provided by vendor is 100% online from their New Jersey based office, therefore we are asking that all insurance requirements, with the exception of Workers Compensation Insurance, be waived.

The system provided has been used since 2019 and streamlines all incoming media accreditation requests for staff review and denial or approval. It is compliant with all data privacy and security measures and provides the Communications Department with a valuable time-saving process. Sports Systems Services is used by many sporting venues across the country.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed and approved the Agreement as to form.

FINANCING:
The contract with Sports Systems Services, Inc. will be funded through Fund 453 Laguna Seca Budget Unit 8536. Funding for the Agreement is included in the FY 2020-2021 Approved Budget. Approval of the recommended action will have no additional impact on the County General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The items included in this report relate to the Board of Supervisors Strategic Initiatives on Administration.

__Economic Development
_X_Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Lavonne Chin, Administrative Operations Manager, ext. 7214

Approved by: Dewayne Woods, Assistant County Administrative Officer, ext. 5309

Attachments: Sports Systems Services, Inc. Agreement with Exhibit A; Certificate of Insurance

Monterey County

Item No.

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

Board Report

Legistar File Number: A 21-025

January 26, 2021

Introduced: 1/14/2021 **Current Status:** Agenda Ready
Version: 1 **Matter Type:** BoS Agreement

a. Consider approving a retroactive agreement and authorizing the Contracts/Purchasing Officer or his designee to sign an Agreement with Sports Systems Services, Inc. to provide an online media credentialing program to WeatherTech Raceway Laguna Seca retroactive from January 1, 2020 through December 31, 2022, for an amount not to exceed $6,500;
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__Economic Development
_X_Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Lavonne Chin, Administrative Operations Manager, ext. 7214 LC

Approved by: Dewayne Woods, Assistant County Administrative Officer, ext. 5309 DW

Attachments: Sports Systems Services, Inc. Agreement with Exhibit A; Certificate of Insurance

DocuSign Envelope ID: 8EE89746-AD77-4B7E-9112-CCC832A33059

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:
Sports Systems Services, 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:

Configure and deliver a private instance of PressPass media credentialing, customized for the specific needs of WeatherTech Raceway Laguna Seca 2020, 2021 and 2022 race seasons.

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:$ 6,500.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 1, 2020 to December 31, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions
Exhibit B Other:

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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.

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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

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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

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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.

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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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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.

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14.0 NOTICES:

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

FOR COUNTY:	FOR CONTRACTOR:
Lavonne Chin County Representative	James L. Daigle Sports Systems Services, Inc.
Name and Title	Name and Title
168 W. Alisal Street, 3rd Floor Salinas, CA 93901	2015 Jones Road Fort Lee, NJ 07024
Address	Address
831-759-7214	201-585-9269
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.

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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

DocuSigned by:
By: Michael R. Derr
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Contracts/Purchasing Officer
Date: 1/11/2021 | 4:57 PM PST

By: _____
Department Head (if applicable)
Date: _____

By: _____
Board of Supervisors (if applicable)
Date: _____

Approved as to Form[1]
DocuSigned by:
By: Marina Pantchenko
65EE9F1502BD412...
County Counsel
Date: 1/8/2021 | 6:15 PM PST

Approved as to Fiscal Provisions[2]
DocuSigned by:
By: Gary Giboney
D3834BFEC1D8449...
Auditor/Controller
Date: 1/11/2021 | 4:14 PM PST

Approved as to Liability Provisions[3]
DocuSigned by:
By: [signature]
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Risk Management
Date: 1/11/2021 | 3:44 PM PST

CONTRACTOR

Sports Systems Services, Inc.
Contractor's Business Name*

By: [signature]
(Signature of Chair, President, or Vice-President) *
JAMES L DARGE PRESIDENT
Name and Title
Date: 12/8/20

By: [redacted] Zanda Lynn
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *
Zanda Lynn, CFO
Name and Title
Date: 12/8/20

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
[3] Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Addendum to
County of Monterey Standard Agreement
Agreement ID:_____

The following terms and conditions are hereby incorporated in and made part of that certain County of Monterey Standard Agreement (Agreement ID:_____) Agreement, dated __January 1_, 2020 (the "Agreement"), by and between the County of Monterey ("County") and the __Sports Systems Services, Inc.__("Contractor") (the "Addendum"):

1. The County and A&D Narigi Consulting, LLC ("LSRA Manager") are parties to that certain Agreement for the Operation and Management of the Laguna Seca Recreational Area, dated January 2020 and executed by the County on November 20, 2019 (the "Management Agreement"), as maybe amended from time to time, whereby LSRA Manager is the County's agent and manages, on behalf of the County, and pursuant to the terms of the Management Agreement, the Laguna Seca Recreational Area (the "LSRA") and the WeatherTech®Raceway Laguna Seca (the "Raceway") located thereon.

2. The County, Contractor and LSRA Manager shall be individually referred to herein as "Party" and collectively as "Parties."

3. The Parties hereby agree that all Contractor's representations, warranties and covenants in the Agreement shall run to and have been made for the benefit of both County and LSRA Manager.

4. Section 8.0 INDEMNIFICATION: Section 8.0 shall be deleted in its entirety and the following inserted in its stead:

"8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County and the LSRA Manager, and their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County or the LSRA Manager. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors."

5. The third paragraph of Section 9.04 Other Requirements shall be deleted in its entirety and the following inserted instead:

"Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey and the LSRA Manager and their

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officers, agent, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and the LSRA Manager and that the insurance of the Additional Insureds shall not be called upon to contribute to loss covered by the CONTRACTOR'S insurance."

6. Section 14 NOTICES is hereby amended by adding LSRA Manager's information as follows:

FOR LSRA MANAGER:

John Narigi
President & General Manager
1021 Monterey Salinas Hwy
Salinas, CA 93908
831-242-8201

7. All capitalized terms not defined herein this Addendum shall have the meaning as defined in the Agreement.

8. Should any portion of this Addendum conflict with the language contained in the Agreement, the Addendum shall take precedence.

9. Attached here to and incorporated herein are Exhibits A.

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Exhibit A
Scope of Contractor Services

The CONTRACTOR will provide the following services at the direction and in cooperation with LSRA MANAGER:

CONTRACTOR shall provide the following:

SERVICE DATES

A.1	Calendar year	January 1 – December 31, 2020
A.2	Calendar year	January 1 – December 31, 2021
A.3	Calendar year	January 1 – December 31, 2022

SERVICES

B.1 Sports Systems will configure and deliver a specially configured instance of PressPass media accreditation platform, customized to fulfill the specific requirements for WeatherTech Raceway Laguna Seca's 2020, 2021, 2022 race seasons. This is the system by which every member of the media applies for media credentials for each and every race, and the system by which the communications team reviews, vets and either approves or denies credentials.

2020 event dates are as follows:

Rolex Monterey Motorsports Reunion	August 7-9
Firestone Grand Prix of Monterey	September 18-20
Ferrari Challenge Series	September 25-27
GEICO Motorcycle MotoAmerica Superbike SpeedFest at Monterey	October 23-25
Hyundai Monterey Sports Car Championship	October 30-November 1
Trans Am SpeedFest	December 3-6

LSRA Manager shall provide CONTRACTOR with dates for 2021 and 2022 race events as soon as they become available.

DELIVERABLES:
-Media Accreditation Website (Design, implementation with logos and information)
https://secure.sportssystems.com/events2/credapp.cfm
-Data Collection Form Pages. Questions provided by WRLS Communications Department
-System Emails for notices such as: Incomplete application, confirmation, status notification
-'Control' Administrative Back-End (website and email hosting, software licenses for Control)
-Data Privacy and Security
-Training and Technical Support (Reporting function and training as needed)

FEE

C.1 PAYMENT
COST $2,100 per year, paid annually, for the 3-year term.

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TERMS

D.1 CONTRACTOR shall invoice County for compensation after completion of setup for the next year and such invoices shall be paid net 30-45 days once the invoices have been certified by the County Auditor/Controller's Office.

COUNTY shall provide the following:

INFORMATION

E.1 The communications department at WeatherTech Raceway Laguna Seca provides updated schedule information as well as updated images for customizing the next season, to be implemented on the setup of the PressPass platform for the next year.

************END EXHIBIT – A************

Contractor Payment Provisions

CONTRACTOR to complete County documentation necessary to have an open Purchase Order with the County for payment of the actual fees. CONTRACTOR is to be reimbursed, through the County's standard processes, upon County's and LSRA Manager's receipt of necessary invoices evidencing the fee incurred by CONTRACTOR.

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SPORSYS-01 DAB

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Owens Group Ltd.
619 Palisade Avenue
Englewood Cliffs, NJ 07632

CONTACT NAME:
PHONE (A/C, No, Ext): (201) 568-2300 FAX (A/C, No): (201) 568-9646
E-MAIL ADDRESS: info@owensgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Twin City Fire Ins. Co.	29459
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sports Systems Services Inc.
2015 Jones Road
Fort Lee, NJ 07024

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACTOR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			13SBAIM6653	6/9/2020	6/9/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			13SBAIM6653	6/9/2020	6/9/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			13SBAIM6653	6/9/2020	6/9/2021	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			13WECID6447	1/1/2020	1/1/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Monterey is included as additional insured as required by written contract.

CERTIFICATE HOLDER

County of Monterey
1441 Schilling Place
Salinas, CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-15102
a. Approve a retroactive agreement and authorize the Contracts/Purchasing Officer or his designee to sign an Agreement with Sports Systems Services, Inc. to provide an online media credentialing program to WeatherTech Raceway Laguna Seca retroactive from January 1, 2020 through December 31, 2022, for an amount not to exceed $6,500;
b. Accept non-standard risk terms with respect to insurance provisions in the Agreement; and
c. Approve and authorize the Contracts/Purchasing Officer or his designee to execute up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($650) of the agreement amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: A 21-025
Agenda Item No.: 45

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

Julian Lorenzana, Deputy

Monterey County

Item No.46

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

Board Report

Legistar File Number: RES 21-073

January 26, 2021

Introduced: 1/19/2021

Current Status: Passed - Human Resources Department

Version: 1

Matter Type: General Agenda Item

Adopt Resolution to:
a. Amend the Monterey County Families First Coronavirus Response Act Implementation Policy to extend the paid leave provisions effective January 1, 2021 through March 31, 2021;
b. Direct the Director of the Human Resources and Auditor Controller Office to implement the extension of the Emergency Paid Sick Leave and Emergency Family and Medical Leave in the Advantage HRM/Payroll system.

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Amend the Monterey County Families First Coronavirus Response Act Implementation Policy to extend the paid leave provisions effective January 1, 2021 through March 31, 2021;
b. Direct the Director of the Human Resources and Auditor Controller Office to implement the extension of the Emergency Paid Sick Leave and Emergency Family and Medical Leave in the Advantage HRM/Payroll system.

SUMMARY/DISCUSSION:

In April 2020, in response to the COVID-19 pandemic, the Human Resources Department developed the Monterey County Families First Coronavirus Response Act Implementation Policy to provide County employees with Emergency Paid Sick Leave and Emergency Family and Medical Leave in compliance with the Families First Coronavirus Response Act (FFCRA).

Effective April 1, 2020, County employees were eligible for 80 hours of Emergency Paid Sick Leave (ESPL) under six (6) different qualifying absence reasons. Furthermore, County employees were eligible for up to twelve (12) weeks of job-protected Public Health Emergency Leave if the employee was unable to work or telework due to a school/daycare closure.

The Families First Coronavirus Response Act expired on December 31, 2020. However, the federal government has provided employers with an optional extension of the legislation provisions through March 31, 2021 in exchange for payroll tax credit.

With the increase in COVID-19 positive cases in the County, the Human Resources Department recommends the Board of Supervisors extend the Monterey County Families First Coronavirus Response Act Implementation Policy to provide County employees who have not already exhausted the paid time off or dollar amount limits afforded by the FFCRA to use these provisions from January

1, 2021 through March 31, 2021 if the employee meets the provision eligibility requirements. (see Attachment A)

If approved, the Human Resources Department will work with the Auditor Controller Office and Information Technology Department to implement the extension of the emergency paid leave through March 31, 2021.

OTHER AGENCY INVOLVEMENT:
The Human Resources Department has consulted with the County Counsel's Office, the County Administrative Office and the Auditor-Controller's Office regarding the optional extension of the Monterey County Families First Coronavirus Response Act Implementation Policy.

FINANCING:
Departments will absorb the costs associated with the leave provisions in their existing department budgets.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

	Economic Development
X	Administration
	Health & Human Services
	Infrastructure
	Public Safety

Prepared By: Wendell Sells, Management Analyst III, 796-6066
Approved By: Irma Ramirez-Bough, Director of Human Resources, 755-5043

Attachments: Board Report
Attachment A - Monterey County Families First Coronavirus Response Act Implementation Policy Revised, Monterey County Families First Coronavirus Response Act Implementation Policy Redline
Families First Coronavirus Response Act Implementation Policy Resolution

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Monterey County

Item No.

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

Board Report

Legistar File Number: RES 21-073

January 26, 2021

Introduced: 1/19/2021
Version: 1
Current Status: Agenda Ready
Matter Type: General Agenda Item

Adopt Resolution to:
a. Amend the Monterey County Families First Coronavirus Response Act Implementation Policy to extend the paid leave provisions effective January 1, 2021 through March 31, 2021;
b. Direct the Director of the Human Resources and Auditor Controller Office to implement the extension of the Emergency Paid Sick Leave and Emergency Family and Medical Leave in the Advantage HRM/Payroll system.

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Amend the Monterey County Families First Coronavirus Response Act Implementation Policy to extend the paid leave provisions effective January 1, 2021 through March 31, 2021;
b. Direct the Director of the Human Resources and Auditor Controller Office to implement the extension of the Emergency Paid Sick Leave and Emergency Family and Medical Leave in the Advantage HRM/Payroll system.

SUMMARY/DISCUSSION:

In April 2020, in response to the COVID-19 pandemic, the Human Resources Department developed the Monterey County Families First Coronavirus Response Act Implementation Policy to provide County employees with Emergency Paid Sick Leave and Emergency Family and Medical Leave in compliance with the Families First Coronavirus Response Act (FFCRA).

Effective April 1, 2020, County employees were eligible for 80 hours of Emergency Paid Sick Leave (ESPL) under six (6) different qualifying absence reasons. Furthermore, County employees were eligible for up to twelve (12) weeks of job-protected Public Health Emergency Leave if the employee was unable to work or telework due to a school/daycare closure.

The Families First Coronavirus Response Act expired on December 31, 2020. However, the federal government has provided employers with an optional extension of the legislation provisions through March 31, 2021 in exchange for payroll tax credit.

With the increase in COVID-19 positive cases in the County, the Human Resources Department recommends the Board of Supervisors extend the Monterey County Families First Coronavirus Response Act Implementation Policy to provide County employees who have not already exhausted the paid time off or dollar amount limits afforded by the FFCRA to use these provisions from January 1, 2021 through March 31, 2021 if the employee meets the provision eligibility requirements. (see

DocuSign Envelope ID: 36BA2D6F-058D-43EE-8670-3C05295BA8E9

Attachment A)

If approved, the Human Resources Department will work with the Auditor Controller Office and Information Technology Department to implement the extension of the emergency paid leave through March 31, 2021.

OTHER AGENCY INVOLVEMENT:
The Human Resources Department has consulted with the County Counsel's Office, the County Administrative Office and the Auditor-Controller's Office regarding the optional extension of the Monterey County Families First Coronavirus Response Act Implementation Policy.

FINANCING:
Departments will absorb the costs associated with the leave provisions in their existing department budgets.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

	Economic Development
X	Administration
	Health & Human Services
	Infrastructure
	Public Safety

Prepared By: Wendell Sells, Management Analyst III, 796-6066 DocuSigned by: Wendell Sells 8449BE4EF21143B...
Approved By: Irma Ramirez-Bough, Director of Human Resources, 755-5043 DocuSigned by: Irma Ramirez-Bough A7F557420537420...

Attachments: Board Report
Attachment A - Monterey County Families First Coronavirus Response Act Implementation Policy Revised, Monterey County Families First Coronavirus Response Act Implementation Policy Redline
Families First Coronavirus Response Act Implementation Policy Resolution

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

Resolution No.: -----

a. Amend the Monterey County Families First Coronavirus Response Act Implementation Policy to extend the paid leave provisions effective January 1, 2021 through March 31, 2021; and)
b. Direct the Human Resources Department and Auditor Controller Office to implement the extension of the Emergency Paid Sick Leave and Emergency Family and Medical Leave in the Advantage HRM/Payroll system.)

WHEREAS, the County adopted the Monterey County Families First Coronavirus Response Act Implementation Policy in April 2020 in accordance with the federal legislation and in response to the COVID-19 public health emergency; and

WHEREAS, the paid leave provisions of the Monterey County Families First Coronavirus Response Act Implementation Policy expired on December 31, 2020; and

WHEREAS, Monterey County is experiencing increased rates of COVID-19 diagnoses and some County employees did not exhaust FFCRA hours and/or dollar amount thresholds in 2020; and

WHEREAS, the Human Resources Department recommends extending the Monterey County Families First Coronavirus Response Act Implementation Policy provisions effective January 1, 2021 through March 31, 2021; and

WHEREAS, the intent of this extension is to provide employees who did not exhaust FFCRA hours and/or dollar amount thresholds in 2020, the ability to use remaining balances through March 31, 2021; and

WHEREAS, the County will administer the FFCRA provisions in accordance with the guidance provided by the United States Department of Labor and any applicable amended laws or rules; NOW, THEREFORE,

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

1. The Monterey County Families First Coronavirus Response Act Implementation Policy is amended to extend the paid leave provisions from January 1, 2021 through March 31, 2021.

2. The Human Resources Department and the Auditor Controller Office are authorized to implement the provisions of the amended Monterey County Families First Response Act Implementation Policy.

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 Minute Book _____, on _____.

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

By_____
, Deputy

Monterey County Families First Coronavirus Response Act Implementation Policy

The Families First Coronavirus Response Act (FFCRA) was effective April 1, 2020 through December 31, 2020. The County has opted to implement the optional extension of the FFCRA provisions, afforded by the federal government, and extend this policy from January 1, 2021 through March 31, 2021. The intent of this extension is to provide employees who did not exhaust FFCRA hours and/or dollar amount thresholds in 2020, the ability to use remaining balances through March 31, 2021. The County will administer the FFCRA provisions in accordance with the guidance provided by the United States Department of Labor. Should this policy conflict with amended laws or rules, those laws or rules shall supersede this policy.

Under the FFCRA, health care providers and emergency responders may be excluded from the provisions of the Emergency Paid Sick Leave Act and the Emergency Family and Medical Leave Expansion Act due to the County's need to provide essential services to the public. The County, through the County Administrative Officer or designee, reserves the right to exempt health care providers or emergency responders from provisions of the Emergency Paid Sick Leave Act and/or the Emergency Family and Medical Leave Expansion Act in order to ensure the health and safety of the community.

SECTION 1: EMERGENCY PAID SICK LEAVE ACT

A. The County of Monterey will provide full time permanent/regular employees or County temporary employees up to 80 hours of Emergency Paid Sick Leave (EPSL) if the employee is unable to work or telework due to the following absence reasons:

1) The employee is subject to a Federal, State, or Local quarantine or isolation order related to COVID-19;

2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;

3) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis;

4) The employee is caring for an individual who is subject to an order as described in absence reason 1) above or has been advised as described in absence reason 2) above;

5) The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions; or

6) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

B. County permanent/regular employees or County temporary employees who work less than full time shall receive a prorated amount of hours based on an employee's FTE or regular schedule hours as set forth in the FFCRA, for the reasons identified in subsection A above.

County permanent/regular employees or County temporary employees who work less than full time are entitled to leave for his/her average number of work hours in a two-week period. Therefore, the amount of hours of leave are calculated based on the number of hours the employee is normally scheduled to work. If the normal hours scheduled are unknown, or if the less than full time employee's schedule varies, the six-month average may be used to calculate the average number of daily hours.

C. If this calculation cannot be made because the employee has not been employed for at least six months, the number of hours agreed upon at the time of hire shall be used for proration purposes. Leave taken as EPSL is in addition to any other leave accrued. Unused leave does not carryover and will expire on March 31, 2021 for all employees.

D. Emergency Paid Sick Leave is subject to the following caps:

1) $511/Day and $5,110 in the aggregate for Employee-Related COVID-19 absence reasons 1, 2 and 3 found in subsection A above, and

2) Two-thirds of regular rate pay up to a maximum of $200/Day and $2,000 in the aggregate for the Employee-Related COVID-19 absence reasons 4, 5 and 6 found in subsection A above.

3) Employees may supplement the EPSL with their accrued leaves to achieve 100% of their regular rate of pay.

SECTION 2: EMERGENCY FAMILY AND MEDICAL LEAVE EXPANSION ACT

A. Eligibility

Effective April 1, 2020, employees are eligible for up to 12 weeks of job-protected Public Health Emergency Leave if the following requirements are met:

1) The employee has worked for the County for at least 30 calendar days;

2) The employee is unable to work (or telework) due to a need to care for the son or daughter (under 18 years of age) whose school or place of care has been closed, or whose child care provider is unavailable due to a COVID–19 emergency declared by either a Federal, State, or local authority; and

3) The employee provided reasonable notice of the need for the leave. Employees shall request leave as soon as practicable, certify the need for leave in writing at the time of the request, and provide documentary proof of the closure.

4) Public Health Emergency Leave is a type of FMLA leave and is not in addition to existing FMLA leave.

B. Paid Leave

The first 10 days of Public Health Emergency Leave may consist of unpaid leave unless the employee elects to utilize accumulated leaves, including FFCRA Emergency Paid Sick Leave in Section 1 above. For the remaining 10 weeks, an employee is entitled to paid leave at two-thirds of the employee's regular rate of pay subject to a cap of $200 per day and $10,000 total. Employees may supplement the Public Health Emergency Leave for the remaining 10 weeks of leave with their accrued leaves to achieve 100% of their regular rate of pay.

C. Restoration to Prior Position

Employees utilizing Public Health Emergency Leave are entitled to reinstatement to their prior position unless the position held by the employee does not exist due to economic conditions or other changes in operating conditions caused by a public health emergency during the period of leave.

If the County is unable to restore the employee to an equivalent position to the employee's prior position, the County will notify the employee if an equivalent position becomes available within 1-year of either, the date the public health emergency concludes or date which is 12 weeks after the employee started their Public Health Emergency Leave, (which ever date is earlier). Notification shall be by regular mail to the employees address on file.

D. Expiration

The provisions of this section shall expire on March 31, 2021. Unused leave does not carryover and will expire on March 31, 2021.

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Monterey County Families First Coronavirus Response Act Implementation Policy

The Families First Coronavirus Response Act (FFCRA) ~~is~~ was effective April 1, 2020 through December 31, 2020. The County has opted to implement the optional extension of the FFCRA provisions, afforded by the federal government, and extend this policy from January 1, 2021 through March 31, 2021. The intent of this extension is to provide employees who did not exhaust FFCRA hours and/or dollar amount thresholds in 2020, the ability to use remaining balances through ~~the expiration of this policy~~March 31, 2021. The County will ~~implement~~ administer the FFCRA provisions in accordance with the guidance provided by the United States Department of Labor. Should this policy conflict with amended laws or rules, those laws or rules shall supersede this policy.

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Under the FFCRA, health care providers and emergency responders may be excluded from the provisions of the Emergency Paid Sick Leave Act and the Emergency Family and Medical Leave Expansion Act due to the County's need to provide essential services to the public. The County, through the County Administrative Officer or designee, reserves the right to exempt health care providers or emergency responders from provisions of the Emergency Paid Sick Leave Act and/or the Emergency Family and Medical Leave Expansion Act in order to ensure the health and safety of the community.

SECTION 1: EMERGENCY PAID SICK LEAVE ACT

A. The County of Monterey will provide full time permanent/regular employees or County temporary employees up to 80 hours of Emergency Paid Sick Leave (EPSL) if the employee is unable to work or telework due to the following absence reasons:

1) The employee is subject to a Federal, State, or Local quarantine or isolation order related to COVID-19;

2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;

3) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis;

4) The employee is caring for an individual who is subject to an order as described in absence reason 1) above or has been advised as described in absence reason 2) above;

5) The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions; or

6) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

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B. County permanent/regular employees or County temporary employees who work less than full time shall receive a prorated amount of hours based on an employee's FTE or regular schedule hours as set forth in the FFCRA, for the reasons identified in subsection A above.

County permanent/regular employees or County temporary employees who work less than full time are entitled to leave for his/her average number of work hours in a two-week period. Therefore, the amount of hours of leave are calculated based on the number of hours the employee is normally scheduled to work. If the normal hours scheduled are unknown, or if the less than full time employee's schedule varies, the six-month average may be used to calculate the average number of daily hours.

C. If this calculation cannot be made because the employee has not been employed for at least six months, the number of hours agreed upon at the time of hire shall be used for proration purposes. Leave taken as EPSL is in addition to any other leave accrued. Unused leave does not carryover and will expire on ~~December 31, 2020~~March 31, 2021 for all employees.

D. Emergency Paid Sick Leave is subject to the following caps:

1) $511/Day and $5,110 in the aggregate for Employee-Related COVID-19 absence reasons 1, 2 and 3 found in subsection A above, and

2) Two-thirds of regular rate pay up to a maximum of $200/Day and $2,000 in the aggregate for the Employee-Related COVID-19 absence reasons 4, 5 and 6 found in subsection A above.

3) Employees may supplement the EPSL with their accrued leaves to achieve 100% of their regular rate of pay.

SECTION 2: EMERGENCY FAMILY AND MEDICAL LEAVE EXPANSION ACT

A. Eligibility

Effective April 1, 2020, employees are eligible for up to 12 weeks of job-protected Public Health Emergency Leave if the following requirements are met:

1) The employee has worked for the County for at least 30 calendar days;

2) The employee is unable to work (or telework) due to a need to care for the son or daughter (under 18 years of age) whose school or place of care has been closed, or whose child care provider is unavailable due to a COVID–19 emergency declared by either a Federal, State, or local authority; and

3) The employee provided reasonable notice of the need for the leave. Employees shall request leave as soon as practicable, certify the need for leave in writing at the time of the request, and provide documentary proof of the closure.

4) Public Health Emergency Leave is a type of FMLA leave and is not in addition to existing FMLA leave.

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B. Paid Leave

The first 10 days of Public Health Emergency Leave may consist of unpaid leave unless the employee elects to utilize accumulated leaves, including FFCRA Emergency Paid Sick Leave in Section 1 above. For the remaining 10 weeks, an employee is entitled to paid leave at two-thirds of the employee's regular rate of pay subject to a cap of $200 per day and $10,000 total. Employees may supplement the Public Health Emergency Leave for the remaining 10 weeks of leave with their accrued leaves to achieve 100% of their regular rate of pay.

C. Restoration to Prior Position

Employees utilizing Public Health Emergency Leave are entitled to reinstatement to their prior position unless the position held by the employee does not exist due to economic conditions or other changes in operating conditions caused by a public health emergency during the period of leave.

If the County is unable to restore the employee to an equivalent position to the employee's prior position, the County will notify the employee if an equivalent position becomes available within 1-year of either, the date the public health emergency concludes or date which is 12 weeks after the employee started their Public Health Emergency Leave, (which ever date is earlier). Notification shall be by regular mail to the employees address on file.

D. Expiration

The provisions of this section shall expire on ~~December 31, 2020~~March 31, 2021. Unused leave does not carryover and will expire on March 31, 2021~~December 31, 2020~~.

Monterey County
Board of Supervisors

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

Board Order

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

Resolution No.: 21-022
a. Amend the Monterey County Families First Coronavirus Response Act Implementation Policy to extend the paid leave provisions effective January 1, 2021 through March 31, 2021;
b. Direct the Director of the Human Resources and Auditor Controller Office to implement the extension of the Emergency Paid Sick Leave and Emergency Family and Medical Leave in the Advantage HRM/Payroll system.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: RES 21-073
Agenda Item No.: 46

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

Julian Lorenzana, Deputy

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

Resolution No.: 21-022

a. Amend the Monterey County Families First Coronavirus Response	)
Act Implementation Policy to extend the paid leave provisions	)
effective January 1, 2021 through March 31, 2021; and	)
b. Direct the Human Resources Department and Auditor Controller	)
Office to implement the extension of the Emergency Paid Sick Leave	)
and Emergency Family and Medical Leave in the Advantage	)
HRM/Payroll system……..	)

WHEREAS, the County adopted the Monterey County Families First Coronavirus Response Act Implementation Policy in April 2020 in accordance with the federal legislation and in response to the COVID-19 public health emergency; and

WHEREAS, the paid leave provisions of the Monterey County Families First Coronavirus Response Act Implementation Policy expired on December 31, 2020; and

WHEREAS, Monterey County is experiencing increased rates of COVID-19 diagnoses and some County employees did not exhaust FFCRA hours and/or dollar amount thresholds in 2020; and

WHEREAS, the Human Resources Department recommends extending the Monterey County Families First Coronavirus Response Act Implementation Policy provisions effective January 1, 2021 through March 31, 2021; and

WHEREAS, the intent of this extension is to provide employees who did not exhaust FFCRA hours and/or dollar amount thresholds in 2020, the ability to use remaining balances through March 31, 2021; and

WHEREAS, the County will administer the FFCRA provisions in accordance with the guidance provided by the United States Department of Labor and any applicable amended laws or rules;

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

1. The Monterey County Families First Coronavirus Response Act Implementation Policy is amended to extend the paid leave provisions from January 1, 2021 through March 31, 2021.

2. The Human Resources Department and the Auditor Controller Office are authorized to implement the provisions of the amended Monterey County Families First Response Act Implementation Policy.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: RES 21-073
Agenda Item No.: 46

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

Julian Lorenzana, Deputy

Monterey County

Board Report

Legistar File Number: RES 21-074

Item No.47

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

January 26, 2021

Introduced: 1/19/2021

Current Status: Passed - County Administrative Office

Version: 1

Matter Type: General Agenda Item

Adopt Resolution to:
Confirm the appointment of Mr. Mike Novo as Interim Director of Housing and Community Development

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a Resolution confirming the appointment of Mr. Mike Novo as Interim Director of Housing and Community Development.

SUMMARY/DISCUSSION:

The recent retirement of the Director of Housing and Community Development has left a critical vacancy in the department. The County Administrative Officer has identified a highly qualified professional to fill the position on an interim basis pending recruitment for the permanent position. Mr. Novo has more than 31 years progressively responsible experience with California local government including the Counties of Monterey and San Benito and the City of Salinas. Mr. Mike Novo was hired by the County of Monterey in 1999 and retired with CalPERS in 2016 after having served as the Director of Planning for the County for nine years.

A key assignment of the Interim Director of Housing and Community Development will be to work on the implementation of the Citygate recommendations. The Interim Director of Housing and Community Development will also provide administrative leadership, technical oversight and policy direction to the Department. In addition, he will perform other duties as assigned by the CAO.

California Government Code 21221(h) governs the conditions under which retired annuitants with the California Public Employees Retirement System (CalPERS) may be employed by CalPERS contracted agencies such as the County. With respect to interim positions, such as interim department heads, CalPERS requires that such appointments be made only in circumstances where there is a recruitment that will be conducted to fill the vacancy. The appointment also needs to be accompanied with a resolution containing certain information about the nature of the appointment, including the position, limit on hourly pay, limit on hours worked (up to 960 per FY), that a valid recruitment is being conducted, and other information. The attached resolution addresses requirements of the Government Code.

In conclusion, approval is requested to confirm the appointment of Mr. Mike Novo as Interim

Director of Housing and Community Development.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office and Human Resources Department has reviewed and concurs with the recommendation.

FINANCING:
There is no negative impact to the general fund as a result of this action. The Director of Housing and Community Development is budgeted for Fiscal Year 2020-21.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Kim Moore, Assistant Director of Human Resources
Approved by: Irma Ramirez-Bough, Director of Human Resources
Approved by: Charles J. McKee, County Administrative Officer

Attachments: Board Report
Resolution

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Monterey County

Item No.48

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

Board Report

Legistar File Number: RES 21-074

January 26, 2021

Introduced: 1/19/2021 **Current Status:** Agenda Ready
Version: 1 **Matter Type:** General Agenda Item

Adopt Resolution to:
Confirm the appointment of Mr. Mike Novo as Interim Director of Housing and Community Development

..Report

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a Resolution confirming the appointment of Mr. Mike Novo as Interim Director of Housing and Community Development.

SUMMARY/DISCUSSION:
The recent retirement of the Director of Housing and Community Development has left a critical vacancy in the department. The County Administrative Officer has identified a highly qualified professional to fill the position on an interim basis pending recruitment for the permanent position. Mr. Novo has more than 31 years progressively responsible experience with California local government including the Counties of Monterey and San Benito and the City of Salinas. Mr. Mike Novo was hired by the County of Monterey in 1999 and retired with CalPERS in 2016 after having served as the Director of Planning for the County for nine years.

A key assignment of the Interim Director of Housing and Community Development will be to work on the implementation of the Citygate recommendations. The Interim Director of Housing and Community Development will also provide administrative leadership, technical oversight and policy direction to the Department. In addition, he will perform other duties as assigned by the CAO.

California Government Code 21221(h) governs the conditions under which retired annuitants with the California Public Employees Retirement System (CalPERS) may be employed by CalPERS contracted agencies such as the County. With respect to interim positions, such as interim department heads, CalPERS requires that such appointments be made only in circumstances where there is a recruitment that will be conducted to fill the vacancy. The appointment also needs to be accompanied with a resolution containing certain information about the nature of the appointment, including the position, limit on hourly pay, limit on hours worked (up to 960 per FY), that a valid recruitment is being conducted, and other information. The attached resolution addresses requirements of the Government Code.

In conclusion, approval is requested to confirm the appointment of Mr. Mike Novo as Interim Director of Housing and Community Development.

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OTHER AGENCY INVOLVEMENT:
The County Administrative Office and Human Resources Department has reviewed and concurs with the recommendation.

FINANCING:
There is no negative impact to the general fund as a result of this action. The Director of Housing and Community Development is budgeted for Fiscal Year 2020-21.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

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Kimberley Moore
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Prepared by: Kim Moore, Assistant Director of Human Resources
Approved by: Irma Ramirez-Bough, Director of Human Resources
Approved by: Charles J. McKee, County Administrative Officer

DocuSigned by:
Irma Ramirez-Bough
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DocuSigned by:
Charles McKee
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Attachments: Board Report
Resolution

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

Resolution No.:	
Confirming the appointment of Mr. Mike	**)**
Novo as Interim Director of Housing and	**)**
Community Development.	**)**

WHEREAS, the County of Monterey has a vacancy in the position of Director of Housing and Community Development; and

WHEREAS, The County of Monterey is in the process of conducting a recruitment to fill that position; and

WHEREAS, there is a business need to fill the position on an interim basis with a qualified person until the position is permanently filled; and

WHEREAS, the County Administrative Officer (CAO) has identified a highly qualified professional who has specialized skills, background and qualifications to fill the interim position; and

WHEREAS, the individual is a retired annuitant with the California Public Employees Retirement System (CalPERS), Mr. Mike Novo, having retired with CalPERS in 2016 after serving nine years as Director of Planning for the County of Monterey; and

WHEREAS, Mr. Novo has more than 31 years progressively responsible experience with California local government including the Counties of Monterey and San Benito and the City of Salinas.; and

WHEREAS, pursuant to Government Code 21221(h), which governs appointment of CalPERS annuitants to vacant position in CalPERS contracted agencies, the appointment of Mr. Novo is temporary and limited to 960 hours in Fiscal Year 2021; a bona fide recruitment to fill the position permanently is being undertaken; his compensation is within the posted salary range of the vacant position; the monthly compensation of $18,613 is paid on an hourly basis of $107.385; and, there are no other benefits included in the compensation; and

WHEREAS, Mr. Novo understands and agrees that this appointment is “at-will” and that the employment may be terminated at any time without cause; and

WHEREAS, Mr. Novo agrees that he will not work with any other CalPERS agency at any time that he is employed in this assignment to preclude the possibility that the 960 hours worked limit could be inadvertently exceeded; and

WHEREAS, the CAO, acting within his capacity to appoint the Director of Housing and Community Development, appointed Mr. Novo to commence work in this capacity effective January 26, 2021; and

WHEREAS, pursuant to State law, the confirmation of this appointment by the Board of Supervisors is required; NOW, THEREFORE,

BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey that the appointment of Mr. Mike Novo to the position of Interim Director of Housing and Community Development is hereby confirmed.

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
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
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Board Order

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

Resolution No.: 21-023
Confirm the appointment of Mr. Mike Novo as Interim Director of Housing and Community Development

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: RES 21-074
Agenda Item No.: 47

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

Julian Lorenzana, Deputy

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

Resolution No.: 21-023
Confirming the appointment of Mr. Mike Novo as Interim)
Director of Housing and Community Development……)

WHEREAS, the County of Monterey has a vacancy in the position of Director of Housing and Community Development; and

WHEREAS, The County of Monterey is in the process of conducting a recruitment to fill that position; and

WHEREAS, there is a business need to fill the position on an interim basis with a qualified person until the position is permanently filled; and

WHEREAS, the County Administrative Officer (CAO) has identified a highly qualified professional who has specialized skills, background and qualifications to fill the interim position; and

WHEREAS, the individual is a retired annuitant with the California Public Employees Retirement System (CalPERS), Mr. Mike Novo, having retired with CalPERS in 2016 after serving nine years as Director of Planning for the County of Monterey; and

WHEREAS, Mr. Novo has more than 31 years progressively responsible experience with California local government including the Counties of Monterey and San Benito and the City of Salinas.; and

WHEREAS, pursuant to Government Code 21221(h), which governs appointment of CalPERS annuitants to vacant position in CalPERS contracted agencies, the appointment of Mr. Novo is temporary and limited to 960 hours in Fiscal Year 2021; a bona fide recruitment to fill the position permanently is being undertaken; his compensation is within the posted salary range of the vacant position; the monthly compensation of $18,613 is paid on an hourly basis of $107.385; and, there are no other benefits included in the compensation; and

WHEREAS, Mr. Novo understands and agrees that this appointment is “at-will” and that the employment may be terminated at any time without cause; and

WHEREAS, Mr. Novo agrees that he will not work with any other CalPERS agency at any time that he is employed in this assignment to preclude the possibility that the 960 hours worked limit could be inadvertently exceeded; and

WHEREAS, the CAO, acting within his capacity to appoint the Director of Housing and Community Development, appointed Mr. Novo to commence work in this capacity effective January 26, 2021; and

WHEREAS, pursuant to State law, the confirmation of this appointment by the Board of Supervisors is required;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey that the appointment of Mr. Mike Novo to the position of Interim Director of Housing and Community Development is hereby confirmed.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: RES 21-074
Agenda Item No.: 47

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

Julian Lorenzana, Deputy

Monterey County

Board Report

Legistar File Number: A 21-029

Item No.48

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

January 26, 2021

Introduced: 1/20/2021

Current Status: Passed - County Administrative Office

Version: 1

Matter Type: BoS Agreement

Ratify the County Administrative Officer's execution of Deed Restrictions regarding water capacity and fee deferral, and Public Notice of access to water use data for the Casa de Noche Buena shelter serving single women and families.

RECOMMENDATION:
It is recommended that the Board of Supervisors ratify the County Administrative Officer's execution of a Notice and Deed Restriction Regarding Limitation on Use of Water on a Property with Capacity Fee Deferral, and a Notice and Deed Restriction [to] Provide Public Access to Water Use Data with the Monterey Peninsula Water Management District for the Casa de Noche Buena shelter.

SUMMARY/DISCUSSION:
On August 27, 2019, the Board of Supervisors approved a ten-year lease of County property to Community Human Services (CHS) as a shelter for women and families. On October 27, 2020, the Board of Supervisors authorized an agreement for CHS and Gathering for Women to operate the shelter. The shelter is known as Casa de Noche Buena and is located at 1292 Olympia Avenue in Seaside.

Casa de Noche Buena was scheduled to open to its first guests on January 19, 2021. On January 14, 2021, staff was notified that a water capacity use and fee deferral deed restriction in favor of the Monterey Peninsula Water Management District (MPWMD) required signature by the County prior to occupancy. MPWMD further requested the submittal of a letter from County Counsel confirming the authority of the County Administrative Officer's (CAO) execution prior to the signing of the deed restrictions. The deed restrictions must be notarized to enable recording.

Understanding that these actions could not all be accomplished prior to the anticipated arrival of the first guests, MPWMD has allowed occupancy while the County completes document execution. The Board Orders authorizing the lease and operating agreement, correspondence from County Counsel to MPWMD outlining the authority of the CAO to execute, and above referenced deed restrictions are attached as exhibits to this report.

Pursuant to Monterey County Code section 2.12.040 (A) and (17), the CAO has authority to execute the deed restrictions. In light of the fact that the Board previously authorized the lease and operating agreement; it is prudent to obtain Board's ratification of the CAO's signature, consistent with the Board's prior actions to approve use of the property as a shelter. Therefore, staff recommends Board approval of the recommended actions contained in this report.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office has coordinated with County Counsel and Gathering for Women.

FINANCING:
There is no financial impact resulting from the approval of the recommended actions.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This recommendation further advances human service efforts at the County of Monterey.

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared/Approved by:

Charles J. McKee
County Administrative Officer

Attachments:
Board Report
Exhibit A - Board Order authorizing lease with CHS
Exhibit B - Board Order authorizing Agreement with CHS for shelter operation
Exhibit C - Letter from County to MPWMD
Exhibit D - Notice and Deed Restriction re Limitation on Use of Water on Property with Capacity Fee Deferral
Exhibit E - Notice and Deed Restriction to Provide Public Access to Water Use Data

Monterey County

Item No.

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

Board Report

Legistar File Number: A 21-029

January 26, 2021

Introduced: 1/20/2021 **Current Status:** Draft

Version: 1 **Matter Type:** BoS Agreement

Ratify the County Administrative Officer's execution of Deed Restrictions regarding water capacity and fee deferral, and Public Notice of access to water use data for the Casa de Noche Buena shelter serving single women and families.

RECOMMENDATION:
It is recommended that the Board of Supervisors ratify the County Administrative Officer's execution of a Notice and Deed Restriction Regarding Limitation on Use of Water on a Property with Capacity Fee Deferral, and a Notice and Deed Restriction [to] Provide Public Access to Water Use Data with the Monterey Peninsula Water Management District for the Casa de Noche Buena shelter .

SUMMARY/DISCUSSION:
On August 27, 2019, the Board of Supervisors approved a ten-year lease of County property to Community Human Services (CHS) as a shelter for women and families. On October 27, 2020, the Board of Supervisors authorized an agreement for CHS and Gathering for Women to operate the shelter. The shelter is known as Casa de Noche Buena and is located at 1292 Olympia Avenue in Seaside.

Casa de Noche Buena was scheduled to open to its first guests on January 19, 2021. On January 14, 2021, staff was notified that a water capacity use and fee deferral deed restriction in favor of the Monterey Peninsula Water Management District (MPWMD) required signature by the County prior to occupancy. MPWMD further requested the submittal of a letter from County Counsel confirming the authority of the County Administrative Officer's (CAO) execution prior to the signing of the deed restrictions. The deed restrictions must be notarized to enable recording.

Understanding that these actions could not all be accomplished prior to the anticipated arrival of the first guests, MPWMD has allowed occupancy while the County completes document execution. The Board Orders authorizing the lease and operating agreement, correspondence from County Counsel to MPWMD outlining the authority of the CAO to execute, and above referenced deed restrictions are attached as exhibits to this report.

Pursuant to Monterey County Code section 2.12.040 (A) and (17), the CAO has authority to execute the deed restrictions. In light of the fact that the Board previously authorized the lease and operating agreement; it is prudent to obtain Board's ratification of the CAO's signature, consistent with the Board's prior actions to approve use of the property as a shelter. Therefore, staff recommends Board approval of the recommended actions contained in this report.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office has coordinated with County Counsel and Gathering for Women.

FINANCING:
There is no financial impact resulting from the approval of the recommended actions.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This recommendation further advances human service efforts at the County of Monterey.

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared/Approved by:

Charles J. McKee
County Administrative Officer

Attachments:
Board Report
Exhibit A - Board Order authorizing lease with CHS
Exhibit B - Board Order authorizing Agreement with CHS for shelter operation
Exhibit C - Letter from County to MPWMD
Exhibit D - Notice and Deed Restriction re Limitation on Use of Water on Property with Capacity Fee Deferral
Exhibit E - Notice and Deed Restriction to Provide Public Access to Water Use Data

Monterey County
Board of Supervisors

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

Board Order

Agreement No. A-14491
A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

a. Approve and authorize the Contracts/Purchasing Officer to execute a ten (10) year Lease Agreement with Community Human Services, a 501(c)(3) non-profit corporation, for the 4,500- square-foot County modular building with adjacent parking area located at 1292 Olympia Avenue, Seaside, California to be used as a permanent, year-round homeless shelter, rent free, pursuant to Section 26277 of the Government Code, in a form substantially similar to the proposed Lease Agreement set forth in Attachment A. Lease term is to commence on July 1, 2020, or upon completion of Community Human Services-specified improvements to the County property, whichever is earlier; and

b. Approve and authorize the Resource Management Agency Director to execute and record a ten (10) year Deed Restriction and Covenant document as required by the Homeless Emergency Aid Program ("HEAP") for Community Human Services' requested funding, in a form substantially similar to the proposed Deed Restriction and Covenant set forth in Attachment C of staff's board report.

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: September 24, 2019
File ID: A 19-328
Agenda Item No.: 61

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

Joel G. Pablo, Deputy

Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

Agreement No.: A-15014
a. Approve and authorize the Director of the Department of Social Services to execute an agreement with Community Human Services for $100,000, effective November 1, 2020 through June 30, 2021, to implement and operate an emergency shelter for single women and families with children; 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% ($10,000) of the original contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 27th day of October 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 October 27, 2020.

Dated: October 27, 2020
File ID: A 20-449
Agenda Item No.: 34

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

Joel G. Pablo, Deputy

MONTEREY COUNTY

OFFICE OF THE COUNTY COUNSEL
168 WEST ALISAL STREET, 3RD FLOOR, SALINAS, CALIFORNIA 93901-2439
(831) 755-5045 FAX: (831) 755-5283

LESLIE J. GIRARD
COUNTY COUNSEL

January 15, 2021

VIA ELECTRONIC MAIL ONLY
Stephanie Kister Campbell
Conservation Analyst
Monterey Peninsula Water Management District
5 Harris Court, Building G
P.O. Box 85
Monterey, CA 93942-0085
skister@mpwmd.net

Re: Gathering For Women Shelter – 1292 Olympia Ave., Seaside

Dear Ms. Campbell:

By letter dated January 12, 2021, you requested that the County execute 2 deed restrictions related to the above reference us of property owned by the County of Monterey. You also asked for the name and title of the person authorized to execute, and any document reflecting the authority to execute.

County Administrative Officer Charles J. McKee will execute the deed restrictions and transmit them to the District. The Board of Supervisors approved the lease and use of the property by Community Human Services, a 501 (c) (3) non-profit on August 27, 2019. Pursuant to his authority to implement the actions and policies of the Board of Supervisors, as set forth in Monterey County Code section 2.12.040 (A) (1) and (17), Mr. McKee has the authority to execute the deed restrictions for the County. He will execute and transmit the deed restrictions to the District.

I trust this letter satisfies the request of the District.

Sincerely,

(Mr.) LESLIE J. GIRARD
County Counsel

LJG:ljg
cc: Charles J. McKee, CAO

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

Recording Requested by:
Monterey Peninsula Water Management District

And When Recorded Mail To:
Monterey Peninsula Water Management District
Post Office Box 85
Monterey, California 93942-0085

NOTICE AND DEED RESTRICTION REGARDING LIMITATION ON USE OF WATER ON A PROPERTY WITH CAPACITY FEE DEFERRAL

NOTICE IS GIVEN that the Monterey Peninsula Water Management District (hereinafter referred to as the Water Management District), duly formed as a water district and public entity pursuant to the provisions of law found at Statutes of 1977, Chapter 527, as amended (found at West's California Water Code Appendix, Chapters 118-1 to 118-901), has approved water service to the real property referenced below as "Subject Property."

NOTICE IS FURTHER GIVEN that the real property affected by this document is situated in the **City of Seaside**:

1292 OLYMPIA AVE, SEASIDE, CA 93955
{DEL MONTE HEIGHTS MAP 6 LOT 51 HANNON PROJECT UNIT 1 W 25 FT OF LOTS A & B BLK 192 & 1/2 ALLEY ADJ}
ASSESSOR'S PARCEL NUMBER 012-691-001-000
&
{HANNON PROJECT UNIT 1 LOT A BLK 192 EXC WEST 25 FT}
ASSESSOR'S PARCEL NUMBER 012-691-002-000

This real property is hereinafter referred to as the "Subject Property." The Subject Property is located within the jurisdiction of the Water Management District. **County of Monterey, a political subdivision of the State of California** (hereinafter referred to as "Owner(s)"), is record Owner(s) of the Subject Property.

Owner(s) and the Water Management District each acknowledge that pursuant to Water Management District Rule 24-H-2, payment of Capacity Fees in the amount of $8,788.54 shall be delayed during which time the property is utilized by a California Non-Profit Public Benefit Corporation. If and when the property is no longer operated by a California Non-Profit Public Benefit Corporation, the Capacity Fees shall be due to the District, with interest. Interest shall be calculated at the rate of four percent (4%) per year.

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

NOTICE IS FURTHER GIVEN that this agreement is binding and has been voluntarily entered into by Owner(s) and constitutes a mandatory condition precedent to receipt of regulatory approval from the Water Management District relating to the Subject Property. This agreement attaches to the land and shall bind any tenant, successor or assignee of Owner(s).

NOTICE IS FURTHER GIVEN that present and/or future use of water at the Subject Property Site is restricted by Water Management District Rules and Regulations to the water use requirements referenced above. Any Intensification of Use on the Subject Property, as defined by Water Management District Rule 11, or any change in the quantity or type of water fixtures listed above, will require prior written authorization and a Water Permit from the Water Management District. Approval may be withheld by the Water Management District, in accord with then applicable provisions of law. Present or future Allocations of water may not be available to grant any Permit to Intensify Water Use at this Site. If any request to Intensify Water Use on the Subject Property is approved, Connection Charges and other administrative fees may be required as a condition of approval.

NOTICE IS FURTHER GIVEN that modification or Intensification of Water Use on the Subject Property that occurs without the advance written approval of the Water Management District is a violation of Water Management District Rules and may result in a monetary penalty for each offense as allowed by Water Management District Rules. Each separate day, or portion thereof, during which any violation occurs or continues without a good faith effort by the Responsible Party to correct the violation shall be deemed to constitute a separate offense. All Water Users within the jurisdiction of the Water Management District are subject to the Water Management District Rules, including Rules 11, 20, 21, 23, 24, and 110.

The Owner(s) and the Water Management District each intend that this Notice and Deed Restriction act as a deed restriction upon the Subject Property, and that it shall be irrevocable under its terms. This document shall be enforceable by the Water Management District or any public entity that is a successor to the Water Management District.

The Owner(s) elects and irrevocably covenants with the Water Management District to abide by the conditions of this Notice and Deed Restriction to enable issuance of Water Permit No. **WP040390**. But for the limitations and notices set forth herein, approval of this Water Permit would otherwise be withheld and found to be inconsistent with the Water Management District Rules and Regulations.

This Notice and Deed Restriction is placed upon the Subject Property. Any transfer of this property, or an interest therein, is subject to this deed restriction. This Notice and Deed Restriction shall have no termination date unless amended by the filing of a less restrictive deed restriction.

If any provision of this Notice and Deed Restriction is held to be invalid, or for any reason becomes unenforceable, no other provision shall thereby be affected or impaired.

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

The undersigned Owner(s) agrees with and accepts all terms of this document stated above, and requests and consents to recordation of this Notice and Deed Restriction Regarding Limitation on Use of Water on a Property with Submetering. The Owner(s) further agrees to notify any present and future tenant of the Subject Property of the terms and conditions of this document.

OWNER(S) agrees to recordation of this Notice and Deed Restriction in the Recorder's Office for the County of Monterey. Owner(s) further unconditionally accepts the terms and conditions stated above.

(Signatures must be notarized)

County of Monterey, a political subdivision of the State of California

By: Charles J. McKee **Dated:** January 20, 2001
Charles J. McKee, County Administrative Officer

By: _____ **Dated:** _____
Stephanie Kister, Conservation Analyst
Monterey Peninsula Water Management District

Attachment: MPWMD Findings of Approval

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Monterey)

On January 20, 2021 before me, Felicia Marie Silveira, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Charles J. McKee
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NRO1 FELICIA MARIE SILVEIRA COMM. #2323229 Notary Public - California Monterey County My Comm. Expires Mar. 8, 2024 NRO1

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

Recording Requested by:
Monterey Peninsula Water Management District

And When Recorded Mail To:
Monterey Peninsula Water Management District
Post Office Box 85
Monterey, California 93942-0085

NOTICE AND DEED RESTRICTION
PROVIDE PUBLIC ACCESS TO
WATER USE DATA

NOTICE IS GIVEN that the Monterey Peninsula Water Management District (hereinafter referred to as the Water Management District), duly formed as a water district and public entity pursuant to the provisions of law found at Statutes of 1977, Chapter 527, as amended (found at West's California Water Code Appendix, Chapters 118-1 to 118-901), has approved water service to the real property referenced below as "Subject Property."

NOTICE IS FURTHER GIVEN that the real property affected by this agreement is situated in the **City of Seaside**:

1292 OLYMPIA AVE, SEASIDE, CA 93955
{DEL MONTE HEIGHTS MAP 6 LOT 51 HANNON PROJECT UNIT 1 W 25 FT OF LOTS A & B BLK 192 & 1/2 ALLEY ADJ}
ASSESSOR'S PARCEL NUMBER 012-691-001-000
&
{HANNON PROJECT UNIT 1 LOT A BLK 192 EXC WEST 25 FT}
ASSESSOR'S PARCEL NUMBER 012-691-002-000

This real property is hereinafter referred to as the "Subject Property." The Subject Property is located within the jurisdiction of the Water Management District. **County of Monterey, a political subdivision of the State of California** (hereinafter referred to as "Owner(s)"), is record Owner(s) of the Subject Property.

NOTICE IS FURTHER GIVEN that Owner(s), and each of them, irrevocably grant to the Water Management District, the right to access and disseminate to the public-at-large any and all information relating to delivery and/or use of water from any and all sources, including but not limited to private Wells, municipal systems and/or Public Utilities such as the California-American Water Company on the Subject Property.

NOTICE IS FURTHER GIVEN that all water use data relating to delivery and/or use of water on the Subject Property shall be publicly disclosed.

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

NOTICE IS FURTHER GIVEN that this agreement is binding and has been entered into by Owner(s), and each of them, and constitutes a mandatory condition precedent to receipt of regulatory approval from the Water Management District relating to the Subject Property. This agreement attaches to the land and shall bind any tenant, successor or assignee of Owner(s). The agreement to release water use data shall bind future property owners and/or tenants to the same extent it binds the current Owner(s) and each is deemed to have waived any right to privacy to the release of this data for the duration of this restriction.

The Owner(s) and the Water Management District each intend that this Notice and Deed Restriction act as a deed restriction upon the Subject Property, and that it shall be irrevocable during all times that water use data are disclosable under its terms. This document shall be enforceable by the Water Management District or any public entity that is a successor to the Water Management District.

The Owner(s) elects and irrevocably covenants with the Water Management District to abide by the conditions of this Notice and Deed Restriction to enable issuance of Water Permit No. **WP040390**. But for the limitations and notices set forth herein, approval of this Water Permit would otherwise be withheld and found to be inconsistent with the Water Management District Rules and Regulations.

This Notice and Deed Restriction is placed upon the Subject Property. Any transfer of this property, or an interest therein, is subject to its terms.

If any provision of this Notice and Deed Restriction is held to be invalid, or for any reason becomes unenforceable, no other provision shall thereby be affected or impaired.

The undersigned Owner(s) agrees with and accepts all terms of this document stated above, and requests and consents to recordation of this Notice and Deed Restriction Provide Public Access to Water Use Data. The Owner(s) further agrees to notify any present and future tenant of the Subject Property of the terms and conditions of this document.

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MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

OWNER(S) agrees to recordation of this Notice and Deed Restriction in the Recorder's Office for the County of Monterey. Owner(s) further unconditionally accepts the terms and conditions stated above.

(Signatures must be notarized)

County of Monterey, a political subdivision of the State of California

By: Charles J. McKee **Dated:** January 20, 2021
Charles J. McKee, County Administrative Officer

By: _____ **Dated:** _____
Stephanie Kister, Conservation Analyst
Monterey Peninsula Water Management District

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Monterey)

On January 20, 2021 before me, Felicia Marie Silveira, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Charles J. McKee
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NRO1 FELICIA MARIE SILVEIRA COMM. #2323229 Notary Public · California Monterey County My Comm. Expires Mar. 8, 2024 NRO1

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Monterey County
Board of Supervisors

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

Board Order

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

Ratify the County Administrative Officer's execution of Deed Restrictions regarding water capacity and fee deferral, and Public Notice of access to water use data for the Casa de Noche Buena shelter serving single women and families.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: A 21-029
Agenda Item No.: 48

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

Julian Lorenzana, Deputy

Monterey County

Board Report

Legistar File Number: RES 21-020

Item No.48.1

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

January 26, 2021

Introduced: 1/22/2021

Current Status: Passed - County Administrative Office

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution directing the Auditor-Controller to amend the FY 2020-21 Adopted Budget for the County Administrative Office (CAO), Fund 001, Appropriation Unit CAO005, Unit 8056, to increase appropriations by $103,900, where the funding source is a release of Cannabis Assignment (BSA- 001-3132) funds or other source approved by the Board (4/5ths vote). (ADDED VIA ADDENDUM)

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a Resolution directing the Auditor-Controller to amend the FY 2020-21 Adopted Budget for the County Administrative Office (CAO), Fund 001, Appropriation Unit CAO005, Unit 8056, to increase appropriations by $103,900, where the funding source is a release of Cannabis Assignment (BSA- 001-3132) funds or other source approved by the Board (4/5ths vote).

SUMMARY/DISCUSSION:
The Emergency Operations Center has been operating alternative housing in South County in support of Project Roomkey in response to the COVID-19 pandemic. These units are utilized to support individuals who are released from hospitalization that require housing. The existing units, totaling 15 units, are at maximum capacity and the need for additional resources has grown substantially over the past weeks. This action provides the necessary funding for 5 additional trailers, which are available for immediate purchase and use.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office and Budget Office support this action.

FINANCING:
If approved, one-time funds utilized in the purchase of the trailers, in the amount of $103,990, will be eligible for reimbursement from FEMA as part of the COVID-19 pandemic. Funding is available in both Cannabis Assignment and Contingency funding sources; it is recommended that Cannabis Assignment Funds be utilized. Upon receipt of reimbursement of expenditures by FEMA, the funding source utilized will be reimbursed with those funds received.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Approval of this request will increase health and human service throughout the county by the increased capabilities to support those in community with COVID-19.
.

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared by: G. Bruce Suckow, MBA, Finance Manger II, District Attorney's Office

Approved by: Gerry Malais, Emergency Services Manager, Office of Emergency Services

Attachments:
Board Report
Resolution

DocuSign Envelope ID: 0657D234-D7F4-4223-896A-DDD6476EAC1F

Monterey County

Item No.

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

Board Report

Legistar File Number: RES 21-020

January 26, 2021

Introduced: 1/22/2021 **Current Status:** Agenda Ready
Version: 1 **Matter Type:** BoS Resolution

Adopt a Resolution directing the Auditor-Controller to amend the FY 2020-21 Adopted Budget for the County Administrative Office (CAO), Fund 001, Appropriation Unit CAO005, Unit 8056, to increase appropriations by $103,900, where the funding source is a release of Cannabis Assignment (BSA- 001-3132) funds or other source approved by the Board (4/5ths vote).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a Resolution directing the Auditor-Controller to amend the FY 2020-21 Adopted Budget for the County Administrative Office (CAO), Fund 001, Appropriation Unit CAO005, Unit 8056, to increase appropriations by $103,900, where the funding source is a release of Cannabis Assignment (BSA- 001-3132) funds or other source approved by the Board (4/5ths vote).

SUMMARY/DISCUSSION:
The Emergency Operations Center has been operating alternative housing in South County in support of Project Roomkey in response to the COVID-19 pandemic. These units are utilized to support individuals who are released from hospitalization that require housing. The existing units, totaling 15 units, are at maximum capacity and the need for additional resources has grown substantially over the past weeks. This action provides the necessary funding for 5 additional trailers, which are available for immediate purchase and use.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office and Budget Office support this action.

FINANCING:
If approved, one-time funds utilized in the purchase of the trailers, in the amount of $103,990, will be eligible for reimbursement from FEMA as part of the COVID-19 pandemic. Funding is available in both Cannabis Assignment and Contingency funding sources; it is recommended that Cannabis Assignment Funds be utilized. Upon receipt of reimbursement of expenditures by FEMA, the funding source utilized will be reimbursed with those funds received.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Approval of this request will increase health and human service throughout the county by the increased capabilities to support those in community with COVID-19.
.
Mark a check to the related Board of Supervisors Strategic Initiatives

DocuSign Envelope ID: 0657D234-D7F4-4223-896A-DDD6476EAC1F

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared by: G. Bruce Suckow, MBA, Finance Manger II, District Attorney's Office

DocuSigned by:
Bruce Suckow
C018A126CFF7472...

Approved by: Gerry Malais, Emergency Services Manager, Office of Emergency Services

DocuSigned by:
Gerry Malais
787186328458486...

Attachments:
Board Report
Resolution

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

Resolution No.: _____	)
Adopt a Resolution directing the Auditor-	)
Controller to amend the FY 2020-21 Adopted	)
Budget for the County Administrative Office	)
(CAO), Fund 001, Appropriation Unit CAO005,	)
Unit 8056, to increase appropriations by $103,900,	)
where the funding source is a release of Cannabis	)
Assignment (BSA- 001-3132) funds or other	)
source approved by the Board (4/5ths vote).	)

WHEREAS, there is an immediate need for additional temporary housing for Monterey County residents who require shelter while recovering from COVID-19; and,

WHEREAS, the current temporary housing units do not have sufficient availability to meet the needs of our residents; and,

WHEREAS, additional trailers are available for immediate purchase to provide this needed housing.

BE IT RESOLVED, by the Board of Supervisors of the County of Monterey, that the Auditor-Controller is directed to amend the FY 2020-21 Adopted Budget for the County Administrative Office (CAO), Fund 001, Appropriation Unit CAO005, Unit 8056, to increase appropriations by $103,900, where the funding source is a release of Cannabis Assignment (BSA- 001-3132) funds or other source approved by the Board (4/5ths vote).

PASSED AND ADOPTED on this 26th 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 at page ___ of Minute Book _____, on _____.

Dated:

VALERIE RALPH, Clerk of the Board of Supervisors County of Monterey, State of California.

By_____
Deputy

Monterey County
Board of Supervisors

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

Board Order

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

Resolution No.: 21-024
Direct the Auditor-Controller to amend the FY 2020-21 Adopted Budget for the County Administrative Office (CAO), Fund 001, Appropriation Unit CAO005, Unit 8056, to increase appropriations by $103,900, where the funding source is a release of Cannabis Assignment (BSA- 001-3132) funds or other source approved by the Board (4/5ths vote). (ADDED VIA ADDENDUM)

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: RES 21-020
Agenda Item No.: 48.1

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

Julian Lorenzana, Deputy

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

Resolution No.: 21-024

Directing the Auditor-Controller to amend the FY 2020-21)
Adopted Budget for the County Administrative Office (CAO),)
Fund 001, Appropriation Unit CAO005, Unit 8056, to increase)
appropriations by $103,900, where the funding source is a)
release of Cannabis Assignment (BSA- 001-3132) funds or)
other source approved by the Board (4/5ths vote)……)

WHEREAS, there is an immediate need for additional temporary housing for Monterey County residents who require shelter while recovering from COVID-19; and,

WHEREAS, the current temporary housing units do not have sufficient availability to meet the needs of our residents; and,

WHEREAS, additional trailers are available for immediate purchase to provide this needed housing.

NOW,THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Monterey, that the Auditor-Controller is directed to amend the FY 2020-21 Adopted Budget for the County Administrative Office (CAO), Fund 001, Appropriation Unit CAO005, Unit 8056, to increase appropriations by $103,900, where the funding source is a release of Cannabis Assignment (BSA- 001-3132) funds or other source approved by the Board (4/5ths vote).

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: RES 21-020
Agenda Item No.: 48.1

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

Julian Lorenzana, Deputy

Introduced: 1/7/2021

Current Status: Passed - RMA Administration

Version: 1

Matter Type: General Agenda Item

a. Adopt Plans and Special Provisions for the Countywide Guardrail Project, Project No. 1149; and
b. Authorize the Director of Public Works, Facilities and Parks to advertise the "Notice to Bidders" in the Monterey County Weekly.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Adopt Plans and Special Provisions for the Countywide Guardrail Project, Project No. 1149; and
b. Authorize the Director of Public Works, Facilities and Parks to advertise the "Notice to Bidders" in the Monterey County Weekly.

SUMMARY/DISCUSSION:
The County was awarded a $600,000 Highway Safety Improvement Program (HSIP) grant by Caltrans for a select set of traffic safety improvements in the County. The work to be done, in general, consists of replacing existing guardrails to meet current State standards at seven (7) locations throughout the County (please see Attachment A for the project location map).

The bid opening is tentatively set for February 19, 2021 at 2:00 pm in the Board of Supervisors' Conference Room 1032, Monterey County Administration Building, 168 West Alisal Street, 1st Floor, Salinas, California 93901. Construction is scheduled to begin in March 2021.

The project has been determined to be categorically exempt (Class 1) from the California Environmental Quality Act (CEQA) because the project is to perform repair and maintenance of existing facilities (See CEQA Guidelines, California Code of Regulations (CCR) Section 15301 Existing Facilities). Caltrans, as the designated lead for the National Environmental Policy Act (NEPA), approved the NEPA Categorical Exemption/Categorical Exclusion Determination on August 2, 2018.

Adopting the Plans and Special Provisions and authorizing the Public Works, Facilities and Parks Department (PWFP) to advertise the Project, will allow the PWFP to proceed with the construction phase of the Project and solicit construction bids. PWFP will return to the Board after opening bids and determining the lowest responsible bidder to award the Project.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel-Risk Management, and Auditor-Controller's Office have reviewed and approved the Special Provisions as to form, insurance and indemnification provisions and fiscal

terms, respectively.

FINANCING:
The total estimated project cost, including engineering design, environmental documentation and construction is $907,534. The project is funded by the Federal Highway Administration's (FHWA) Highway Safety Improvement Program (HSIP) in the amount of $600,000 and local fund through Transient Occupancy Tax (TOT) in the amount of $307,534. There are sufficient appropriations adopted in the FY 2020-21 Road Fund 002, Appropriation Unit RMA012 budget to finance the construction phase of the project.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The replacement and upgrade of existing guardrails to meet current State Standards will improve safety for motorist. The recommended action supports the following Board of Supervisors' Strategic Initiative:

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

Prepared by: Isabelo Dela Merced Jr, Assistant Engineer (755-4746)
Reviewed by: Jonathan L. Pascua, P.E., Senior Civil Engineer
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with Clerk to the Board:
Attachment A: Location Map
Attachment B: Project Budget
Attachment C: Specification Book 1
Attachment D: Specification Book 2

Introduced: 1/7/2021 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** General Agenda Item

a. Adopt Plans and Special Provisions for the Countywide Guardrail Project, Project No. 1149; and
b. Authorize the Director of Public Works, Facilities and Parks to advertise the "Notice to Bidders" in the Monterey County Weekly.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Adopt Plans and Special Provisions for the Countywide Guardrail Project, Project No. 1149; and
b. Authorize the Director of Public Works, Facilities and Parks to advertise the "Notice to Bidders" in the Monterey County Weekly.

SUMMARY/DISCUSSION:
The County was awarded a $600,000 Highway Safety Improvement Program (HSIP) grant by Caltrans for a select set of traffic safety improvements in the County. The work to be done, in general, consists of replacing existing guardrails to meet current State standards at seven (7) locations throughout the County (please see Attachment A for the project location map).

The bid opening is tentatively set for February 19, 2021 at 2:00 pm in the Board of Supervisors' Conference Room 1032, Monterey County Administration Building, 168 West Alisal Street, 1st Floor, Salinas, California 93901. Construction is scheduled to begin in March 2021.

The project has been determined to be categorically exempt (Class 1) from the California Environmental Quality Act (CEQA) because the project is to perform repair and maintenance of existing facilities (See CEQA Guidelines, California Code of Regulations (CCR) Section 15301 Existing Facilities). Caltrans, as the designated lead for the National Environmental Policy Act (NEPA), approved the NEPA Categorical Exemption/Categorical Exclusion Determination on August 2, 2018.

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Administration
Health & Human Services
_X_ Infrastructure
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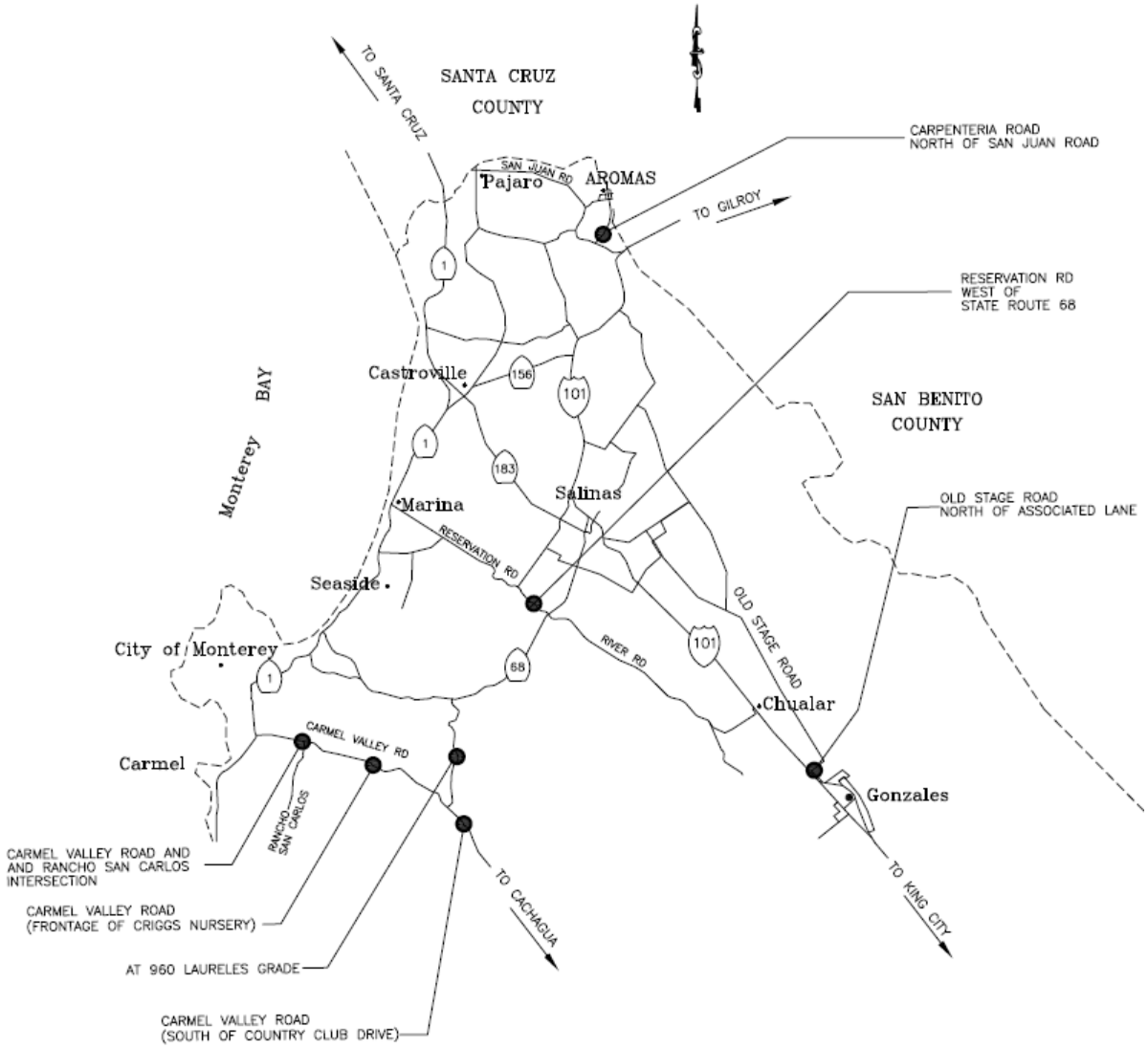
Prepared by: Isabelo Dela Merced Jr, Assistant Engineer (755-4746)
Reviewed by: Jonathan L. Pascua, P.E., Senior Civil Engineer
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with Clerk to the Board:
Attachment A: Location Map
Attachment B: Project Budget
Attachment C: Specification Book 1
Attachment D: Specification Book 2

ATTACHMENT A

COUNTY OF MONTEREY
RMA– PUBLIC WORKS
COUNTYWIDE GUARDRAIL PROJECT,
PROJECT NO. 1149,
State Project No: 0518000041L-N
Federal Aid Project No: HSIPL-5944(130)

LOCATION MAP



ATTACHMENT B

COUNTY OF MONTEREY
RMA– PUBLIC WORKS
COUNTYWIDE GUARDRAIL PROJECT,
PROJECT NO. 1149,
State Project No: 0518000041L-N
Federal Aid Project No: HSIPL-5944(130)

PROJECT BUDGET

Design Engineering/Environmental		$102,000
Right-of-Way/Utilities		5,000
Construction Management		$110,000
Construction		$690,534
Construction Contract – Engineer's Estimate	$627,758	
10% Contingency	$62,776	
TOTAL ESTIMATED PROJECT COST:		**$907,534**

REVENUE

Federal Fund	
Highway Safety Improvement Program (HSIP)	$600,000
Local Fund	
Transient Occupancy Tax (TOT)	$307,534
TOTAL:	**$907,534**

MONTEREY COUNTY

PUBLIC WORKS

BOOK ONE

NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS

COUNTYWIDE GUARDRAIL
PROJECT NO. 1149
State Project No: 0518000041L-N
Federal Aid Project No: HSIPL-5944(130)

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NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS

COUNTYWIDE GUARDRAIL
PROJECT NO. 1149
State Project No: 05180000L-N
Federal Aid Project No: HSIPL-5944(130)

The Special Provisions contained herein have been prepared by or under the direction of the following registered person.

Jonathan L. Pascua 12/15/2020
Date

REGISTERED PROFESSIONAL ENGINEER
JONATHAN LACSON PASCUA
NO. C 64360
CIVIL
STATE OF CALIFORNIA

FOR USE IN CONNECTION WITH THE STANDARD SPECIFICATIONS 2018, THE STANDARD PLANS 2018, INCLUDING ISSUED REVISED STANDARD PLANS AND REVISED STANDARD SPECIFICATIONS. THE CURRENT LABOR SURCHARGE EQUIPMENT RENTAL RATES, OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, BUSINESS AND TRANSPORTATION AGENCY; THE CURRENT GENERAL PREVAILING WAGE DETERMINED BY THE DIRECTOR OF INDUSTRIAL RELATIONS IS ON FILE WITH THE DEPARTMENT OF PUBLIC WORKS.

APPROVED AS TO FORM	APPROVED AS TO INDEMNITY/ INSURANCE LANGUAGE	APPROVED AS TO FISCAL TERMS
DocuSigned by: Mary Grace Perry 12/15/2020 C83342707AC641A...	DocuSigned by: 12/16/2020 2EF8DC76EE5547F...	DocuSigned by: Gary Giboney 12/16/2020 D3834BFEC1D8449...
MARY GRACE PERRY	LESLIE J. GIRARD	GARY GIBONEY
Deputy County Counsel	County Counsel	Chief Deputy Auditor Controller

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STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Standard Plans of 2018 and the Revised Standard Plans, which apply to this contract, are included as attachments to these Special Provisions.

GENERAL ROAD WORK

MISCELLANEOUS

A3A	Abbreviations
A3B	Abbreviations
A3C	Abbreviations
A10A	Legend - Lines and Symbols
A10A	Legend - Lines and Symbols
A10B	Legend - Lines and Symbols
A10C	Legend - Lines and Symbols
A10D	Legend - Lines and Symbols
A10E	Legend - Lines and Symbols

TEMPORARY FACILITIES

T13	Traffic Control System for Lane Closure On Two Lane Conventional Highways

ROADSIDE SIGNS

RS1	Roadside Signs - Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2

OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES

A73A	Object Markers
RSP A73B	Markers
A73C	Delineators, Channelizers and Barricades

METAL BEAM GUARD RAILING

RSP A77L1	Midwest Guardrail System - Standard Railing Section (Wood Post with Wood Block)
RSP A77M1	Midwest Guardrail System - Standard Hardware
RSP A77N1	Midwest Guardrail System - Wood Post and Wood Block Details
RSP A77N3	Midwest Guardrail System - Typical Line Post Embedment and Hinge Point Offset Details
RSP A77N4	Midwest Guardrail System - Typical Railing Delineation and Dike Positioning Details
A77N5	Minor Concrete Vegetation Control – Guardrail System
A77N5A	Minor Concrete Vegetation Control – Guardrail System – Narrow Vegetation Control Installation
A77N6	Minor Concrete Vegetation Control – Guardrail System – For Terminal System End Treatments
A77N11	Minor Concrete Vegetation Control – Guardrail System – Miscellaneous Details
RSP A77P2	Midwest Guardrail System - Typical Layouts for Embankments
A77T2	Midwest Guardrail System – Buried Post End Anchor

COUNTY OF MONTEREY
PUBLIC WORKS

NOTICE TO BIDDERS

Sealed bids will be received at the OFFICE OF THE COUNTY CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF MONTEREY, 168 W. ALISAL STREET 1ST FLOOR, SALINAS, CALIFORNIA 93901 (MAILING ADDRESS: P O BOX 1728, SALINAS CA 93902-1728), until **2:00 p.m., on February 19, 2021**, for the:

COUNTYWIDE GUARDRAIL
PROJECT NO. 1149
State Project No: 0518000041L-N
Federal Aid Project No: HSIP-5944(130)

as shown on the plans, at which time they will be publicly opened and read in the Board of Supervisors' Conference Room 1032.

The work to be done consists, in general, of the replacement and upgrade of existing guardrails to current State Standards, including but not limited to clearing and grubbing (removal of objectionable materials within construction areas), and traffic control. The Engineer's Estimate for the construction costs is $693,000.

The County of Monterey affirms that in any Contract entered into pursuant to this advertisement, disadvantage business enterprise will be afforded full opportunity to submit bids in response to this invitation

The DBE Contract goal is twelve percent (12%).

The Bidder shall possess either a valid Class "A" license or a combination of Class C-8, Class C-12, Class C-31, and Class C-32, at the time of the Contract award.

A bidder's bond, issued by an admitted corporate surety company in an amount equal to at least ten percent (10%) of the amount bid, must accompany the bid.

The successful bidder shall furnish a payment bond and a performance bond each in the amount of one hundred percent (100%) of the Contract.

The Contract Documents are available ELECTRONICALLY and can be downloaded for free at the following Monterey County website:
https://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma-/public-works-facilities/projects-out-to-bid
Plan holders must register before they can view or download the documents. A copy of the electronic files on compact-disc (CD) is also available at MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY, PUBLIC WORKS, 1441 SCHILLING PLACE, SALINAS, CALIFORNIA 93901 for a nonrefundable fee of $5.00. The electronic files can be used to print the project plans, project specifications, and other such documents at various printing companies.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations and are available at the Resource Management Agency, Public Works, 1441 Schilling Place, Salinas, CA 93901, and available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov/DLSR/PWD.

Pursuant to Labor Code section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to Public Contract Code section 22300, the Contractor may substitute securities for any moneys withheld by the County to ensure performance under the contract.

Attention is directed to the Federal minimum wage rate requirements in the Special Provision. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should call the U.S. Department of Transportation (1-800-424-9071) "hotline," between 8:00 a.m. and 5:00 p.m., and report these activities.

The County reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Date: January 26, 2021

RANDY ISHII, P.E.
PUBLIC WORKS, FACILITIES & PARKS
COUNT OF MONTEREY

PUBLIC WORKS
COUNTY OF MONTEREY
STATE OF CALIFORNIA

SPECIAL PROVISIONS

COUNTYWIDE GUARDRAIL PROJECT
PROJECT NO. 1149
State Project No: 0518000041L-N
Federal Aid Project No: HSIPL-5944(130)

SECTION 1 – DEFINITION AND TERMS

1-1.01 SPECIFICATIONS AND PLANS:

The work embraced herein shall be done in accordance with the Standard Specifications and Standard Plans, of 2018, of the State of California, Department of Transportation, as revised, insofar as the same may apply and in accordance with the following Special Provisions:

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions. The listing of certain salient sections from the Standard Specifications and these Special Provisions shall not in any way relieve the Contractor of complying with each and every section of the Standard Specifications.

Revisions to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02 "Contract Components" of the Standard Specifications. Whenever either the term "Standard Specifications is revised" or the term "Standard Specifications are revised" is used in the special provisions, the indented text or table following the term shall be considered Revised Standard Specifications. In case of conflict between such revisions and the Standard Specifications, the revision shall take precedence over and be used in lieu of the conflicting portions.

1-1.02 INTERPRETATION OF STANDARD SPECIFICATIONS:

For the purpose of this Contract, certain terms or pronouns in place of them used throughout the Standard Specifications, shall be interpreted as follows: Attention is directed to Section 1, "Definition and Terms," of the Standard Specifications and these Special Provisions.

1-1.03 DEFINITIONS:

The following terms defined in Section 1-1.07, "Definitions," of the Standard Specifications shall be interpreted to have the following meaning and intent:

State:	County of Monterey
Department:	Monterey County Resource Management Agency
Director:	Chair of the Board of Supervisors
Engineer:	Resource Management Agency Deputy Director of Public Works,

Facilities and Parks, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

1-1.04 DEFINITIONS IN SPECIAL PROVISIONS:

Whenever in the Special Provisions and other Contract documents, the following terms, or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Clerk of the Board:	The Clerk of the Monterey County Board of Supervisors
Director of Public Works:	Resource Management Agency Deputy Director of Public Works, Facilities and Parks.
Attorney General:	County Counsel-Risk Manager of Monterey County
Laboratory:	Any established laboratory designated by the Engineer to test materials and work involved in the Contract.

1-1.05 STATE HOLIDAYS:

Attention is directed to definition of **Holidays** in Section 1-1.07B "Glossary" of the Standard Specifications.

SECTION 2 – BIDDING

2-1.01 GENERAL:

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Provisions for the requirements and conditions which he/she/it must observe in the preparation and the submission of the bid.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found in the Bid Form, Book Two. Bidder's security in the form of cashier's check or certified check shall be made payable to the County of Monterey.

In conformance with Public Contract Code Section 7106, a Noncollusion Declaration is included in the Bid Form, Book Two. Signing the Bid shall also constitute signature of the Noncollusion Declaration.

This Contract will require a Class "A" Contractor's license or a combination of Class C-21, Class C-31, and Class `C-32.

2-1.02 DISADVANTAGE BUSINESS ENTERPRISE (DBE):

The DBE Contract goal is twelve percent (12%).

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found here.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

b. Contract Assurance

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

d. Prompt Payment of Withheld Funds to Subcontractors

No retainage will be held by the Agency from progress payments due to the prime

contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

e. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

f. Commitment and Utilization

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The prime contractor shall:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subcontractor
    - Name and business address of each DBE subcontractor, DBE vendor, and DBEtrucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

2-1.03 BID OPENING:

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

2-1.04 BID RIGGING:

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours seven (7) days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction Contract fraud and abuse and is operated under the direction of the DOT Inspector General.

2-1.05 SUBCONTRACTORS LIST:

Each bid shall have listed therein the name and address of each Subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of his/her/its total bid or $10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code.

The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

A sheet for listing the Subcontractors, as required herein by law, is included in the Bid

2-1.06 JOB SITE AND DOCUMENT EXAMINATION:

The bidder shall examine carefully the site of the work contemplated, the specifications, and the proposal and Contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, specifications and the Contract.

The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered

insofar as this information was reasonably ascertainable from an inspection of the site as well as from the specifications made a part of the Contract.

All bidder inquiries about the meaning or intent of the Contract Documents submitted to the Engineer shall be in writing. Replies to the inquiries will be in the form of addenda and will be mailed, faxed, or delivered to all parties recorded by the Engineer as having received the bidding documents. Issued addenda shall be considered as part of the Contract Documents. Bidder inquiries received less than ten (10) days prior to the date of bid opening will not be answered. Oral and other interpretations or clarifications will be without legal effect.

The County assumes no responsibility for conclusions or interpretations made by a bidder or Contractor based on the information or data made available by the County. The County does not assume responsibility for representation made by its officers or agents before the execution of the Contract concerning surface or subsurface conditions, unless that representation is expressly stated in the Contract.

No conclusions or interpretations made by a bidder or Contractor from the information and data made available by the County will relieve a bidder or Contractor from properly fulfilling the terms of the Contract.

SECTION 3. CONTRACT AWARD AND EXECUTION

3-1.01 GENERAL:

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

3-1.02 CONTRACT AWARD:

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

In lieu of Section 3-1.04, “Contract Award,” of the Standard Specifications, insert the following:

> Bidders who wish to lodge a protest as to the award of the bid must do so before 5 p.m. of the fifth business day following the notice of intent to award the contract. Failure to timely file a written protest shall constitute a waiver of right to protest. Untimely protests will not be accepted or considered. Bid protests must be submitted, in writing, to: MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY, PUBLIC WORKS, TO THE ATTENTION OF THE PROJECT MANAGER, 1441 SCHILLING PLACE, SALINAS, CALIFORNIA 93901-2438. Protests may be hand-delivered or sent via facsimile [(831)755-4958], certified postal mail, or E-mail to the attention of the project manager [The Project Manager’s E-mail address may be obtained by calling (831) 755-4800]. Bid protests must include the project name and project number, a complete statement describing the basis for the bid protest, including a detailed statement of all legal and factual grounds for the protest, any documentation supporting the protestor’s grounds for the protest, and the form of relief requested and the legal basis for such relief. The party lodging the protest must also include their contact information including mailing address, telephone number, and E-mail address.

If a valid protest is timely filed, the Department shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to any Department of Public Works requests to provide additional information. The Department shall respond to the protesting party, stating its finding. The Department Director shall make a recommendation to the Board regarding the bid protest.

The award of the contract, if it be awarded, will be to the lowest responsible bidder within ninety (90) days after bid opening, whose bid complies with all the requirements prescribed.

In determining the lowest "responsible" Bidder, consideration shall be given to the general competency of Bidder with regard to the work covered by the bid.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and insurance certificates, to the MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY, PUBLIC WORKS so that it is received within ten (10) working days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the bid guaranty. The executed contract documents shall be delivered to the following address: MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY, PUBLIC WORKS, 1441 SCHILLING PLACE, SALINAS, CALIFORNIA, 93901-2438.

3-1.03 CONTRACT BONDS (PUBLIC CONTRACT CODE SECTIONS 10221 AND 10222):

In lieu of the second paragraph in Section 3-1.05 "Contract Bonds (Public Contract Code Sections 10221 and 10222)" of the Standard Specifications, the following shall be inserted:

2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least one hundred percent (100%) of the total bid.

The two (2) bonds shall be written by an admitted corporate surety.

3-1.04 CONTRACTOR LICENSE:

The Contractor must be properly licensed as a contractor from contract award through contract acceptance (Public Contract Code § 10164).

The Contractor shall possess either a valid Class "A" license or a combination of Class C-8, Class C-12, Class C-31, and Class C-32, at the time of the contract award.

3-1.05 CONTRACTOR REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:

Attention is directed to Department of Industrial Relations Contractor registration for public works project.

Pursuant to Labor Code section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid

that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded."

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

For Contractor Registration, go to: http://www.dir.ca.gov/Public-Works/PublicWorks.html

SECTION 4 SCOPE OF WORK

4-1.01 WORK DESCRIPTION

The work to be done, in general, consists of the reconstructing existing guardrails, including but not limited to clearing and grubbing, shoulder grading, and traffic control. Such other items or details, not mentioned above, that are required by the project Plans and Special Provisions, Standard Specifications, and Standard Plans, shall be performed, placed, constructed, or installed.

4-1.02 INCREASED AND DECREASED QUANTITIES:

The County reserves the right to increase, decrease or delete the quantities of items as follows:

ITEM CODE	ITEM
190185a	Shoulder Grading
810190	Guard Railing Delineator
820134	Object Marker (Type P)
832070	Vegetation Control (Minor Concrete)

The adjustment provision in Section 4-1.05 "Changes and Extra Work" of the Standard Specifications shall not apply to the above items.

Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, or these Special Provisions, shall be performed, placed, constructed, or installed.

4-1.03 BALANCING CHANGE ORDER:

Prior to submitting for the final estimate, a balancing change order adjusting quantities to reflect those actually used during construction will be issued.

4-1.04 CHANGED CONDITION:

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting

other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term "significant change" shall be construed to apply only to the following circumstances:
   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

SECTION 5 – CONTROL OF WORK

5-1.01 SUBCONTRACTING:

Attention is directed to Section 5-1.13, "Subcontracting" of the Standard Specifications.

No subcontract releases the Contractor from the Contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code Section 4100 et seq., the County of Monterey may exercise the remedies provided under Public Contract Code Section 4110. The County of Monterey may refer the violation to the Contractors State License Board as provided under Public Contract Code Section 4111.

The Contractor shall perform work equaling at least thirty percent (30%) of the value of the original total bid with the Contactor's own employees and equipment, owned or rented, with or without operators.

5-1.02 AREAS FOR CONTRACTOR'S USE:

Attention is directed to the requirements specified in Section 5-1.32, "Areas for Use," of the Standard Specifications and these Special Provisions.

The County right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right-of-way, or allow others to occupy the right-of-way, for purposes that are not necessary to perform the required work.

There are no County owned parcels adjacent to the right-of-way for the exclusive use of the Contractor within the Contract limits. The Contractor shall secure at his/her/its own expense any area required for plant sites, storage of equipment or materials, or for other purposes.

Use of the Contractor's work areas and other County owned property shall be at the Contractor's own risk, and the County shall not be held liable for any damage to or loss of materials or equipment located within such areas.

The Contractor shall obtain encroachment permits prior to occupying County owned parcels outside the Contract limits. The required encroachment permits may be obtained from the MONTEREY COUNTY RESOURCE MANAGEMENT PUBLIC WORKS & FACILITIES, 1441 SCHILLING PLACE, 2ND FLOOR, SALINAS, CALIFORNIA 93901-2438.

Residence trailers will not be allowed within the county right-of-way.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other County owned property, which he/she/it occupies and shall leave the areas in a presentable condition, in accordance with the provisions in Section 4-1.13, "Clean Up," of the Standard Specifications.

The Contractor shall secure at his/her/its own expense any area required for plant sites, storage of equipment or materials, or for other purposes if sufficient area is not available to him/her/it within the Contract limits.

SECTION 6 – CONTROL OF MATERIALS

6-1.01 GENERAL:

Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these Special Provisions.

All materials required to complete the work under this contract shall be furnished by the Contractor, except as noted on the Plans.

6-1.02 BUY AMERICA:

Attention is directed to Section 6-1.04, “Buy America,” of the Standard Specifications and these Special Provisions.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

6-1.03 RELATIVE COMPACTION:

Wherever relative compaction is specified to be determined by Test Method No. California 216 or Test Method No. California 231 the relative compaction will be determined by Test Method No. California 231.

6-1.04 AUTHORIZED MATERIAL LIST:

The Department maintains list of Authorized Materials List. The Engineer shall not be precluded from sampling and testing products on the list of Authorized Materials List.

The manufacturer of products on the list of Authorized Materials List shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications for each type of product supplied.

For those categories of materials included on the list of Authorized Materials List, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Authorized Materials List, may be used in the work provided they conform to the requirements of the Standard Specifications and as approved by the engineer.

For the Authorized Material Lists, go to:

https://dot.ca.gov/programs/engineering-services/authorized-materials-lists

6-1.05 QUALITY ASSURANCE:

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

SECTION 7-LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.01 LABOR NON DISCRIMINATION:

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOVERNMENT CODE SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction

Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more.

7-1.02 LABOR CODE REQUIREMENT:

Attention is directed to Section 7-1.02K (5), "Working Hours," of the Standard Specifications.

7-1.03 GENERAL PREVAILING WAGE RATES:

Attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the County or Counties in which the work is to be done, are available on the Internet at: http://www.dir.ca.gov/dlsr/pwd/. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The general prevailing rates of per diem, holiday, and overtime wages for each craft, classification, or type of worker needed to execute the Contract are determined in accordance with Labor Code Section 1770 et. seq.; and, the Contractor shall comply with all applicable sections thereof.

The Contractor shall post the prevailing wage rates at the job site or as directed by the Engineer.

For Federal minimum wage rates see the website https://wdolhome.sam.gov/.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

7-1.04 PAYROLL RECORDS:

The Contractor's attention is directed to Section 7- 1.02K (3), "Certified Payroll Records," of the Standard Specifications, and to the provisions of Labor Code, Section 1776 (Stats. 1978, Chapter 1249). The Contractor shall be responsible for the compliance with these provisions by his/her/its Subcontractors. The Contractor shall furnish the Engineer with certified payrolls and statement of benefits.

7-1.05 SURFACE MINING AND RECLAMATION ACT:

Attention is directed to the Surface Mining and Reclamation Act of 1975 (SMARA), commencing in Public Resources Code (PRC), Division 2. Geology, Mines and Mining, Chapter 9. SMARA, PRC Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with SMARA.

The requirements of this section shall apply to all materials furnished for the project, except for

acquisition of materials in conformance with Section 4-1.04, "Use of Materials Found on the Job Site," of the Standard Specifications.

7-1.06 PUBLIC SAFETY:

Provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," and Section 7-1.03, "Public Convenience" of the Standard Specifications.

Install authorized protective systems and devices under the following conditions:

1. Fixed objects within 15 feet of the adjacent travel way.
2. Drop offs or side slopes steeper than 4:1 within 15 feet of the adjacent travel way.

Furnishing and maintaining these systems and devices are included in the contract item paid for Traffic Control System.

7-1.07 INDEMNIFICATION AND INSURANCE:

Attention is directed to Section 7-1.05, "Indemnification" and Section 7-1.06 "Insurance," of the Standard Specifications and these Special Provisions.

In addition to all the requirements in Section 7-1.06 D (2) "Liability Limits/Additional Insured," of the Standard Specifications, the following additional requirements shall be met. An Additional Insured Endorsement to the Contractor's Liability insurance policy naming the County of Monterey, their officers, agents, and employees as additional insured's in the form approved by the County of Monterey shall also be furnished. A copy of the approved endorsement form may be obtained from the County of Monterey at the address to obtain bid packages as shown in the Notice to Bidders. The insurance afforded to the additional insured's is primary insurance and if the additional insured's have other insurance that might be applicable to any loss, the amount of this insurance shall not be reduced or prorated due to the existence of such other insurance.

The Contractor's insurer agrees to waive subrogation claims against the County of Monterey, their officers, agents, and employees.

Evidence of insurance (Contractual Liability insurance and Additional Insured Endorsement) in compliance with the requirements herein shall be furnished to the County of Monterey by the Contractor with the Certificate of Insurance in the form as approved by the County of Monterey. A copy of the approved certificate form may be obtained from the County of Monterey at the address to obtain bid packages as shown in the Notice to Bidders. Certificates of insurance shall, without any qualification thereto, contain the following statement:

Should any of the described policies be canceled, modified, or reduced in limits before the expiration date thereof, the issuing company will mail thirty days advance written notice to the named certificate holders.

The insurance shall be issued by a company or companies authorized to transact business in the State of California and shall have a rating of at least A- VII in accordance with the current Best's rating.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the State of California or

County of Monterey from taking such other actions as is available to them under any other provision of this Contract (except retainage of money due to the Contractor) or otherwise in law.

Nothing in the Contract is intended to create the public, or any member thereof, as a third party beneficiary hereunder, nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

Prior to the execution of this Agreement by the County, Contractor shall file certificates of insurance with the County Contracts/Purchasing Department and with the County Deputy Director of Public Works, Facilities and Parks, showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that 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.

7-1.08 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Attention is directed to Section 7-1.06C, "Workers' Compensation and Employer's Liability Insurance," of the Standard Specifications.

7-1.09 FORM FHWA -1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS:

See Appendix II, for FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS.

"Section VI. Subletting or Assigning the Contract" does not apply since this project is off the National Highway System (NHS).

7-1.10 DBE RUNNING TALLY OF ATTAINMENTS:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

7-1.11 FEMALE AND MINORITY GOALS:

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction Contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA	

Economic Area		Goal (Percent)
	Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	 12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	 19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino	 11.9 28.3 21.5 19.0 19.7

Economic Area		Goal (Percent)
	7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

7-1.12 FEDERAL TRAINEE PROGRAM:

For the Federal training program, the number of trainees or apprentices is __0__.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the County of Monterey:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the County of Monterey approval for this submitted information before the prime contractor starts work. The County of Monterey credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward

journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The County of Monterey and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet your equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The County of Monterey reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
   a. Contribute to the cost of the training
   b. Provide the instruction to the apprentice or trainee
   c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

7-1.13 TITLE VI ASSURANCES

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as Contractor) agrees as follows:

(1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation, and/or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, the California Department of Transportation shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

7-1.14 USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees -

1. To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20690.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

SECTION 8 - PROSECUTION AND PROGRESS

8-1.01 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The Contractor shall begin work within 15 calendar days of the issuance of the Notice to Proceed by the County of Monterey.

This work shall be diligently prosecuted to completion before the expiration of FIFTY (50) WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the County of Monterey the sum of $3,200 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities;" in Section 8-1.05 "Time", and in Section 8-1.10, "Liquidated Damages;" of the Standard Specifications and these Special Provisions.

8-1.02 PRE-CONSTRUCTION CONFERENCE:

In lieu of Section 8-1.03, "Preconstruction Conference," of the Standard Specifications, insert the following:

> A pre-construction conference will be held at the office of the MONTEREY COUNTY RESOURCE MANAGEMENT PUBLIC WORKS, FACILITIES & PARKS, 1441 SCHILLING PLACE, 2ND FLOOR, SALINAS, CALIFORNIA, 93901 where the Notice to Proceed will be issued and for the purpose of discussing with the Contractor the scope of work, Contract drawings, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors.

8-1.03 SCHEDULE:

Comply with Section 8-1.02(C), "Level 2 Critical Path Method Schedule," of the Standard Specifications, unless otherwise authorized in writing by the Engineer.

The schedule software must be Microsoft Project 2010.

Full compensation for submitting the required schedules shall be considered as included in the contract prices paid for the various items of work involved, and no additional compensation shall be allowed therefor.

SECTION 9 – PAYMENT

9-1.01 PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS:

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

9-1.02 ARBITRATION:

Section 9-1.22, "Arbitration," as defined in the Standard Specifications, is deleted from this contract. In lieu of arbitration, the following shall apply (from the Public Contract Code):

A. Application of article; inclusion of article in plans and specifications (Public Contracts Codes 20104):

1a. This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a Contractor and the County of Monterey.

1b. This article shall not apply to any claims resulting from a contract between the Contractor and the County of Monterey when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, of the Public Contract Code).

2a. "Public Work" has the same meaning as in Section 1101 of the Public Contract Code but does not include any work or improvement contracted for by the state or the Regents of the University of California.

2b. "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

3. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

4. This article applies only to contracts entered into on or after January 1, 1991.

B. Claims; requirements (Public Contracts Code Section 20104.2):

For any claim subject to this article, the following requirements apply:

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

2a. For Claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

2b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

2c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or

within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

3a. For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

3b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

3c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

4. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet-and-confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet-and-confer conference within 30 days for settlement of the dispute.

5. If following the meet-and-confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to Section 915(a) of the Government Code until the time the claim is denied, including any period of time utilized by the meet and confer conference.

C. Procedures for civil actions filed to resolve claims (Public Contracts Codes 20104.4):

The following procedures are established for all civil actions filed to resolve claims subject to this article:

1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2a. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

2b. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

D. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment (Public Contracts Codes 2104.6):

1. The County of Monterey shall not fail to pay money as to any portion of a claim that is undisputed except as otherwise provided in the contract.

2. In any suit filed under Section 20104.4, Monterey County shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue the date the suit is filed in a court of law.

SECTION 10 – GENERAL

10-1.01 WORK SEQUENCING:

Attention is directed to "Water Pollution Control" of these special provisions regarding the submittal and approval of the Storm Water Pollution Prevention Plan prior to performing work having potential to cause water pollution.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these Special Provisions.

Perform clearing and grubbing, and shoulder grading in conformance with these Special Provisions prior to constructing the guard railings.

Comply with the NEPA Environmental requirements for this project as specified on CALTRANS Categorical Exemptions/Categorical Exclusion Determination Form in Appendix III of this Special Provisions. Standard avoidance measures for invasive species and biological resources must be implemented to assure no impacts to California Red Legged Frog (CRLF) will occur.

SECTION 12 TEMPORARY TRAFFIC CONTROL

12-1.01 TRAFFIC CONTROL PLAN:

Submit a “Traffic Control Plan” a minimum of ten (10) days prior to initial work to determine

the Contractor's plan for the safe handling of traffic during work activities. The Contractor and the Engineer will meet to review, discuss, and obtain concurrence of the plan prior to approval by the Engineer. The Engineer will submit approval with revisions to the "Traffic Control Plan" to the Contractor after submittal review and acceptance of the plan.

The Traffic Control Plan must include plans to provide public safety in accordance with section 7-1.04 of the Standard Specifications. Install authorized protective systems and devices for the following conditions:

1. Fixed objects within 15 feet of the adjacent travel way.
2. Drop offs or side slopes steeper than 4:1 within 15 feet of the adjacent travel way.

Implementation of these plans are included in the contract item paid for Traffic Control System.

12-1.02 FLAGGING COSTS:

Replace the entirety of Section 12-1.04 with:

> The cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic through the work under provisions in Sections 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," of the Standard Specifications and for providing stands or towers for use of flaggers is included in the price paid for Traffic Control System.

12-1.03 PORTABLE CHANGEABLE MESSAGE SIGN:

Portable changeable message signs shall be furnished, placed, operated, and maintained at locations designated by the Engineer and shall conform to the provisions in Section 12-3, "Temporary Traffic Control Devices," of the Standard Specifications and these special provisions. Messages displayed on the portable changeable message signs shall conform to Section 12-3.32 "Portable Changeable Message Signs," of the Standard Specifications and Section 12-1.05, "Maintaining Traffic," of these special provisions."

Start displaying the message on the portable changeable message sign 30 minutes before closing the lane.

Place the portable changeable message sign in advance of the 1st warning sign for each:

1. Stationary lane closure
2. Connector closure
3. Shoulder closure
4. Speed reduction zone

A portable changeable message sign shall be placed during speed zone reductions. When used in conjunction with a lane closure, use one portable changeable message sign, with both the speed zone reduction and the lane closure messages.

Seven (7) calendar days prior to the start of work, portable changeable message signs shall be placed at minimum, at both begin and end limits of construction, warning the public of expected delays due to construction activities, as directed by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, placing, operating, maintaining, repairing, transporting from location to location and removing the portable changeable message sign, as shown on the

plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract lump sum price paid for traffic control system.

12-1.04 IMPACT ATTENUATOR VEHICLE:

Replace Section 12-3.23A(1), "Summary," of the Standard Specifications with:

> Section 12-3.23 includes specifications for protecting traffic and workers with an impact attenuator vehicle during moving lane closures and when placing and removing components of stationary lane closures, ramp closures, shoulder closures, or a combination.

Insert the following in Section 12-3.23D, "Payment" of the Standard Specifications:

> The cost for impact attenuator vehicle is included in the contract lump sum price paid for traffic control system.

12-1.05 PORTABLE TRANSVERSE RUMBLE STRIP:

Replace section 12-3.36 of the Standard Specifications with:

Section 12-3.36 includes specifications for placing portable transverse rumble strips.

Definitions

Not Used

Submittals

Submit a copy of the manufacturer's instructions.

Quality Control and Assurance

Not Used

MATERIALS

The portable transverse rumble strip must be either the RoadQuake 2 or the RoadQuake 2 Folding rumble strip manufactured by Plastic Safety Systems, Inc. For information on obtaining the rumble strips, contact:

Customer Service
Plastic Safety Systems, Inc.
2444 Baldwin Road
Cleveland, OH 44104

Telephone Number: (800) 662-6338 or (216) 231-8590

CONSTRUCTION

Use a traffic break or an impact attenuator vehicle as a shadow vehicle when placing and removing the portable transverse rumble strips. Rumble strips must be in place before road

construction begins.

If used for flagging operations, place 2 arrays of portable transverse rumble strips transverse to the vehicular traffic movement in advance of and approach to each flagger station. Each array must consist of 3 rumble strips spaced from 6 to10 feet apart. Place the 1st array adjacent to the W20-4 (One Lane Road Ahead) sign. Place the 2nd array adjacent to C9A(CA) (CA flagger symbol) sign.

If the RoadQuake 2 is used, securely connect the 3 sections under the manufacturer's instructions before placing them in the traffic lane.

Install the Rumble Strips warning sign half way between the W20-1 (Road Work Ahead) sign and the W20-4 (One Lane Road Ahead) sign under section 12-3.06.

Remove all portable transverse rumble strips and warning signs at the end of lane closure and flagging operations.

If the Engineer determines that the rumble strips no longer provide the audible and vibratory alerts necessary, replace the portable transverse rumble strips.

PAYMENT

The cost for portable transverse rumble strip is included in the contract lump sum price paid for traffic control system.

12-1.06 MAINTAINING TRAFFIC:

Maintaining traffic shall conform to the provisions in Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," and Section 12-4, "Maintaining Traffic," of the Standard Specifications.

Closures shall conform to the provisions in Section 12-1.06, "Traffic Control System for Lane Closure," of these special provisions.

CLOSURE REQUIREMENTS

Closures are only allowed during the hours shown in the lane requirement charts included in this section "Maintaining Traffic," except for work required under Sections 7-1.03, "Public Convenience," and Section 7-1.04, "Public Safety" of the Standard Specifications.

The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress.

Under one-way reversing traffic control operations, public traffic may be stopped in one direction for periods not to exceed 10 minutes.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including sections closed to public traffic.

When work vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the

shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of nine (9) traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy portable sign support with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 48" x 48" in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

If minor deviations from the lane requirement charts are required, a written request shall be submitted to the Engineer at least 15 days before the proposed date of the closure. The Engineer may approve the deviations if there is no significant increase in the cost to the State and if the work can be expedited and better serve the public traffic.

Full compensation for furnishing, erecting, maintaining, and removing and disposing of the W20-1, W21-5b, and C24(CA) signs shall be considered as included in the contract lump sum price paid for construction area signs and no additional compensation will be allowed therefore.

CLOSURE SCHEDULE

Chart No. 1
Conventional Highway Lane Requirements

County: Monterey	Route/Direction:	Approximate Mile Post:
	Carpenteria Road / NB and SB	MP 0.50
	Reservation Road / EB and WB	MP 4.77
	Laureles Grade / NB and SB	MP 2.82
	Old Stage Road / EB and WB	MP 0.46
	Carmel Valley Road / EB and WB	MP 2.00
	Carmel Valley Road / EB and WB	MP 5.52
	Carmel Valley Road / EB and WB	MP 10.67

Closure Limits: 200 feet before the beginning and end of limits of work.

FROM HOUR TO HOUR	24	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays									R	R	R	R	R	R	R	R									
Fridays									R	R	R	R	R	R	R	R									
Saturdays																									
Sundays																									

Legend:

R Closure with reversible control permitted.

No closure permitted.

REMARKS:
Use of shoulder as through traffic lane as approved by the Engineer. Through traffic lanes shall be a minimum width of 11 feet.

For operations requiring lane closure, submit the contingency plan and discuss with the Engineer

at least five (5) business days before starting that operation. Submit any revisions to the contingency plan for an operation at least five (5) business days before starting that operation. Do not close any lanes until the contingency plan has been authorized.

12-1.07 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE:

Replace Section 12-5, "Traffic Control System for Lane Closure," of the Standard Specifications with:

GENERAL

This section includes specifications for closing traffic lanes with stationary and moving lane closures on 2-lane, 2-way highways. The traffic control system for a lane closure must comply with the details shown.

Traffic control system includes signs.

MATERIALS

Vehicles equipped with attenuators must comply with section 12-1.03, "Impact Attenuator Vehicle," of these special provisions.

A new attenuator that is proposed as equal to the authorized attenuators or attenuators ordered for recertification must not be used until authorized by the Engineer.

CONSTRUCTION

General

During traffic striping and pavement marker placement using bituminous adhesive, control traffic with a stationary or a moving lane closure. During other activities, control traffic with stationary lane closures.

Whenever components of the traffic control system are displaced or cease to operate or function as specified from any cause, immediately repair the components to the original condition or replace the components and restore the components to the original location.

Stationary Lane Closures

For a stationary lane closure made only for the work period, remove components of the traffic control system from the traveled way and shoulder, except for portable delineators placed along open trenches or excavation adjacent to the traveled way at the end of each work period. You may store the components at selected central locations designated by the Engineer within the limits of the highway.

For multilane highway lane closures, each vehicle used to place, maintain, and remove components of a traffic control system on a multilane highway must be equipped with a Type II flashing arrow sign that must be in operation whenever the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with a Type II flashing arrow sign not involved in placing, maintaining or removing the components if operated within a stationary-

type lane closure must only display the caution display mode. The sign must be controllable by the operator of the vehicle while the vehicle is in motion. If a flashing arrow sign is required for a lane closure, the flashing arrow sign must be operational before the lane closure is in place.

Use a pilot car to control traffic as ordered by the engineer. The pilot car must have radio contact with personnel in the work area. Operate the pilot car through the traffic control zone at a speed not greater than 25 miles per hour.

Moving Lane Closures

A changeable message sign used in a moving lane closure must comply with section 12-1.02, "Portable Changeable Message Sign," of these special provisions except the sign must be truck-mounted. The full operational height to the bottom of the sign may be less than 7 feet above the ground but must be as high as practicable.

A flashing arrow sign used in a moving lane closure must be truck-mounted. Operate the flashing arrow sign in the caution display mode whenever it is being used on a 2-lane, 2-way highway.

PAYMENT

Traffic control system for lane closure is paid for as traffic control system. Flagging costs are paid for as specified in section 12-1.01, "Flagging Costs," of these special provisions.

A traffic control system required by change order work is paid for as a part of the change order work.

SECTION 13 – WATER POLLUTION CONTROL

13-1.01 WATER POLLUTION CONTROL PROGRAM:

Water Pollution Control shall conform to the provisions in Section 13, "Water Pollution Control," of the Standard Specifications and these special provisions.

Water Pollution Control Program is paid for as Prepare Water Pollution Control Program.

13-1.02 JOB SITE MANAGEMENT:

Job Site Management shall conform to the provisions in section 13-4, "Job Site Management" of the Standard Specifications.

Job site management is paid for as Job Site Management.

13-1.03 TEMPORARY SEDIMENT CONTROL:

Temporary Sediment Control shall conform to the provisions in section 13-6, "Temporary Sediment Control" of the Standard Specifications and these special provisions.

Temporary Sediment Control is included in the contract price paid for Job Site Management.

SECTION 14 – ENVIRONMENTAL STEWARDSHIP

14-1.01 GENERAL:

Attention is directed to Section 14, "Environmental Stewardship," of the Standard Specifications and these Special Provisions.

14-1.02 ENVIRONMENTAL RESTRICTIONS:

At Location 2, Carpenteria Road, comply with avoidance measures specified on CALTRANS Categorical Exemptions/Categorical Exclusion Determination Form in Appendix III of this Special Provisions. Standard avoidance measures for invasive species and biological resources must be implemented to assure no impacts to California Red Legged Frog (CRLF) will occur.

No right-of-way agreements with adjacent property owners have been arranged for this project. If the Contractor desires access outside of County right-of-way, access agreements shall need to be arranged by the Contractor with adjacent property owners.

14-1.03 SPECIES PROTECTION:

Add to the 1st paragraph of section 14-6.03A:

Location 1, Carpenteria Road, is within or near habitat for the regulated species shown in the following table:

Regulated Species

California Red Legged Frog (CLRF)

14-1.04 CONTRACTOR SUPPLIED BIOLOGIST:

Comply with section 14-6.03 D, "Contractor-Supplied Biologist" of the Standard Specifications and these Special Provisions

Add to section 14-6.03D(1):

A Contractor-supplied biologist who performs specialized activities must have demonstrated field experience working with the regulated species or performing the specialized task. The biologist must have experience that complies with the requirements shown in the following table:

Specialized activity/species	Requirements
Survey & Monitoring/California Red Legged Frog (CRLF)	See Appendix III – Categorical Exemptions/Categorical Exclusion Determination

Survey the job site for regulated species no more than 48 hours before the onset of work activities. Submit a preconstruction survey report within 14 days of the survey.

The preconstruction survey report must include one of the following:

1. Detailed observations and locations where regulated species were observed
2. Statement that no regulated species were observed

Submit a biological resource incident report within 24 hours of the incident.

The incident report must include:

1. Description of any take of regulated species or any violation of a biological resource PLAC

2. Species name and number taken
3. Details of required notifications with contact information
4. Corrective actions proposed or taken
5. Disposition of taken species

Submit a final monitoring report no later than 20 days after completion of work at Location 2. If the report requires revisions, the Department provides comments. Submit a revised report within 7 days of receiving comments. The final monitoring report must be a cumulative report including:

1. Start and end dates of construction
2. Project impacts on the regulated species
3. Species protection measures and implementation details
4. Incidental take details, including species name, number taken, people contacted, contact information, and disposition of taken species
5. Assessment of the effectiveness of the species protection measures in mitigating project impacts
6. Recommendations for improving species

Supplying a biologist, performing the various surveys and monitoring, and preparing the various reports are paid for under Contractor-Supplied Biologist.

14-1.05 NOISE AND VIBRATION:

NOISE CONTROL

Replace the 2nd paragraph in Section 14-8.02 of the Standard Specifications with the following:

> Do not exceed 85 dBA (max) at 50 feet from the job site activities, where such noise will impact existing development.

Provide one (1) Type 1 sound level meter and one (1) acoustic calibrator to be used by the Department until Contract acceptance. Provide training by a person trained in noise monitoring to one (1) Department employee designated by the Engineer. The sound level meter must be calibrated and certified by the manufacturer or other independent acoustical laboratory before delivery to the Department. Provide annual recalibration by the manufacturer or other independent acoustical laboratory. The sound level meter must be capable of taking measurements using the A-weighting network and the slow response settings. The measurement microphone must be fitted with a windscreen. The Department returns the equipment to you at Contract acceptance.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

14-1.06 HAZARDOUS WASTE AND CONTAMINATION:

Hazardous Waste and Contamination shall conform to the provisions in Section 14-11, "Hazardous Waste and Contamination" of the Standard Specification. Attention is directed to Section 14-11.02 "Discovery of Unanticipated Discovery of Asbestos and Hazardous Substance, "and Section 14-11.03 "Hazardous Waste Management" of the Standard Specification and this special provision.

If delay of work in the area, due to unanticipated discovery of asbestos or hazardous substances, delays the current controlling operation, the delay will be considered as right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

The Department reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing hazardous material from such area.

SECTION 15 – EXISTING FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

15-1.01 OBSTRUCTION:

Attention is directed to Section 15, "Existing Highway Facilities," and Section 5-1.36, “Property and Facility Preservation,” of the Standard Specifications and these special provisions.

Notify in writing the utility agencies five days prior to the beginning of construction.

Your attention is directed to the existence of certain underground facilities that may require special precautions taken by you to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which does not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

Notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least two (2) working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	(800) 642-2444 (800) 227-2600
Western Utilities Underground Alert (Inc.)	(800) 424-3447

As the first order of work, pothole all utility crossings and obtains measurements to the top of the pipe from a fixed recoverable point marked on the ground adjacent to the pothole.

Full compensation for conforming to the provisions in this section not otherwise provided for,

shall be considered in prices paid for the various contract items of work involved and no additional compensation shall be allowed therefor.

SECTION 19 – EARTHWORK

19-1.01 SHOULDER GRADING:

Comply with Section 19, "Earthwork" of the Standard Specifications and these Special Provisions.

Perform shoulder grading prior to constructing guardrails and terminal systems. Backfill or excavate areas to receive vegetation control, including the surrounding areas up to the existing edge of pavement and hinge point, as directed by the Engineer.

Backfill material must be Class 2 aggregate base complying with section 26.

Grade the areas to a smooth, uniform surface and compact to a relative compaction of at least 90 percent. The finished grade shall conform to the railing height standards and tolerances as shown in the Standard Plans and as indicated in these special provisions.

Grading and compacting the shoulder, including importing and placing backfill material, is paid for as Shoulder Grading.

SECTION 78 – INCIDENTAL CONSTRUCTION

78-1.01 STAINING GALVANIZED SURFACES:

Replace "Reserved" in Section 78-4.07 of the Standard Specifications with:

SUMMARY

Section 78-4.07 includes specifications for staining galvanized surfaces to achieve a rustic brown color with a matte finish.

Apply the stain to all visible galvanized surfaces of the Midwest Guardrail System and terminal system at Location No. 5, Carmel Valley Road, mile post 2.0.

SUBMITTALS

Submit the following items for the stain:

1. Product data, including the manufacturer's product sheet, SDS, and application instructions
2. Certificate of compliance
3. Work plan showing methods to control overspray and spillage and protect adjacent surfaces during staining

QUALITY ASSURANCE

Apply the stain to a test section at least 2 feet long.

The test section may be a section of the surface to be stained if authorized.

The test section must be:
1. Prepared and stained using the same materials, equipment, and methods to be used in the staining work
2. Cured under the manufacturer's instructions
3. Authorized before starting the staining work

Notify the Engineer at least 5 business days before staining the test section.

If ordered, prepare and stain additional test sections. Preparing and staining more than 1 additional test section is change order work.

The Engineer uses the authorized test section to determine the acceptability of the staining work.

If the test section is not incorporated into the work, dispose of the test section after the staining work is complete and authorized.

MATERIALS

The stain must be Natina Steel from Natina Products, LLC.

Natina Products, LCC
1555 North VIP Blvd.
Casa Grande, AZ 85122
(877) 762-8462

CONSTRUCTION

Preparation

Before applying the stain:
1. Identify and obtain authorization for the surfaces to be stained
2. Remove oils, dirt, and other contaminants from surfaces to be stained
3. Dry all surfaces to be stained

Application

Stain the galvanized surfaces under the manufacturer's instructions to achieve a color consistent with the color of the authorized test section. Apply stain only to thoroughly dry surfaces during periods of favorable weather.

Control overspray and protect adjacent surfaces during staining using an authorized method.

After application of the stain, keep stained galvanized surfaces dry as specified in the manufacturer's instructions.

Repair stained surfaces damaged during work activities with materials equal to that of the

specified stain.

SECTION 83 – RAILINGS AND BARRIERS

83-1.01 GENERAL:

Comply with Section 83, "Railings and Barriers," of the Standard Specifications and these Special Provisions.

The Contractor must perform shoulder grading prior to constructing the guard railings. Shoulder grading, excavation and backfill must comply with Section 19 of the Standard Specifications and these Special Provisions.

83-1.02 REMOVE GUARDRAIL:

Comply with Section 83-11.02 of the Standard Specifications.

Remove and dispose guardrails and terminal sections, including posts, blocks, hardware and anchor systems, as shown on the plans.

Removal and disposal are included in the contract price paid for Remove Guardrail.

83-1.03 MINOR CONCRETE VEGETATION CONTROL:

Replace "Reserved" in section 83-2.01B of the Standard Specifications with:

SUMMARY

Section 83-2.01B includes specifications for constructing vegetation control around railing and barrier posts.

SUBMITTALS

Submit a mix design for the minor concrete to be used for vegetation control. The mix design must show proportions of:

1. Coarse aggregate
2. Fine aggregate
3. Cementitious material
4. Reinforcing fiber
5. Water

Include compressive strength test results with the mix design.

Submit a certificate of compliance for the crumb rubber aggregate, if used. Include the quantity in pounds of crumb rubber.

MATERIALS

Minor Concrete

Concrete for vegetation control must comply with the specifications for minor concrete, except

the concrete:

1. Must include reinforcing fibers
2. May include crumb rubber aggregate
3. Must contain:
   3.1. At least 505 pounds of cementitious material per cubic yard, if crumb rubber aggregate is used
   3.2. At least 400 pounds of cementitious material per cubic yard, if crumb rubber aggregate is not used
4. Must have a maximum aggregate size of 3/8 inch

All ingredients must be added at the concrete plant before delivery to the job site.

You may use volumetric proportioning complying with ASTM C685/C685M or as specified.

The minor concrete must have a 28-day compressive strength from 1,400 to 2,500 psi.

Crumb Rubber Aggregate

Crumb rubber aggregate must consist of ground or granulated scrap tire rubber from automobile and truck tires. Do not use tire buffings.

Crumb rubber aggregate must be ground and granulated at ambient temperature.

The crumb rubber aggregate gradation must comply with the requirements shown in the following table:

Gradation Requirements

Sieve size	Percentage passing
1/2"	100
3/8"	90–100
1/4"	35–45
No. 4	5–15
No. 8	0–5
No. 16	0

Crumb rubber aggregate must not contain more than 0.01 percent of wire by mass and must be free of oils and volatile organic compounds.

Do not commingle crumb rubber from different sources.

The crumb rubber aggregate must be 3.5 ± 0.5 percent by weight of the concrete.

Reinforcing Fibers

Reinforcing fibers for minor concrete must be:

1. Manufactured specifically for use as concrete reinforcement from one of the following:
   1.1. Polypropylene, polyethylene, or a combination of both.
   1.2. Copolymer of polypropylene and polyethylene.
2. Blended ratio from 4 to 5.67 parts by weight of macro synthetic fibers to 1 part by weight of micro synthetic fibers. Synthetic fibers must be:

2.1. Nonfibrillated macro fibers with individual fiber lengths less than 2 ± 1/2 inches.
2.2. Fibrillated or monofilament micro fibers of various lengths and thicknesses.

3. Supplied in sealed, degradable bags of appropriate size for adding whole bags to concrete batches.
4. From a commercial source.

The reinforcing fiber content of the minor concrete must be from 5 to 6 lb/cu yd.

Block-out Material

The block-out material must be a commercially available expanded polystyrene foam with a compressive strength of 13 ± 5 psi at 10 percent deformation when tested under ASTM D1621.

If authorized, you may substitute an alternative block-out material that complies with the compressive strength requirements of the expanded polystyrene foam.

Backfill Material

Backfill material must be Class 2 aggregate base complying with section 26.

CONSTRUCTION

Clearing

Clear areas to receive vegetation control of vegetation, trash, and debris. Dispose of the removed material.

Earthwork

Excavate or backfill areas to receive vegetation control.

If the vegetation control abuts the existing surfacing and the edge of the existing surfacing is not on a neat line, cut the surfacing on a neat line to a minimum depth of 2 inches before removing the surfacing.

Perform grading so that the finished elevation of the vegetation control maintains the existing or planned flow lines, slope gradients, contours, and existing surfacing.

Grade the areas to receive vegetation control to a smooth, uniform surface and compact to a relative compaction of at least 90 percent.

Block Outs

For block-out material supplied in more than 1 piece, tape the pieces together to make a smooth surface on the top and sides.

Ensure that the block-out material does not move during concrete placement.

Forming

Forming must comply with section 73-1.03C.

Leave forms in place for at least 12 hours after surface finishing.

Minor Concrete

Strike off and compact the minor concrete until a layer of mortar is brought to the surface. Match the finished grade to the adjacent section of vegetation control, pavement, shoulder, or existing grade.

Construct contraction joints by scoring concrete with a grooving tool and rounding corners with an edger tool.

PAYMENT

Backfill material required for vegetation control is included in the contract price paid for Shoulder Grading.

APPENDIX I – SAMPLE CONTRACT

SAMPLE AGREEMENT

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 1149

THIS AGREEMENT, is made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and _____, hereinafter called the "Contractor," (collectively referred to as “the parties”).

WITNESSETH:

(1) THE WORK

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the Contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

COUNTYWIDE GUARDRAIL
PROJECT NO. 1149
State Project No.: 05180000L-N
Federal Aid Project No: HSIPL-5944(130)

in accordance with this AGREEMENT and with all of the following additional Contract documents which are incorporated into and made a part of this AGREEMENT:

(a) The Standard Specifications 2018, and the Standard Plans 2018, including issued revision, of the State of California, Department of Transportation.

(b) A set of plans and cross sections (when applicable) entitled:

PROJECT PLANS FOR CONSTRUCTION OF
COUNTYWIDE GUARDRAIL, AT VARIOUS LOCATIONS
PROJECT NO. 1149
STATE PROJECT NO. 05180000L-N
FEDERAL AID PROJECT NO. HSIPL-5944(130)

(c) The Special Provisions for the work

(d) The Notice to Bidders calling for bids

(e) The Payment and Performance bonds

(f) Federal Wage Rates

(g) Certificate of Insurance

(h) Form FHWA-1273

(i) The accepted bid/proposal including the following:

(1) List of Subcontractors
(2) Equal Employment Opportunity Certification
(3) Public Contract Code
Section 10285.1 Statement
Section 10162 Questionnaire
Section 10232 Statement
(4) Noncollusion Declaration
(5) Debarment and Suspension Certification
(6) NonLobbying Certification For Federal-Aid Contracts
(7) Disclosure of Lobbying Activities
(8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
(9) Statement Concerning Employment of Undocumented Aliens
(10) Contractor's Certificate as To Workers' Compensation
(11) List of Satisfied Public Agencies
(12) Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
(13) Instructions-Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
(14) Exhibit 15-H DBE Information-Good Faith Efforts
(15) Bidder's Bond

All Contract documents are intended to cooperate, so that any work called for in one (1) and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this AGREEMENT and the Contractor's bid or proposal, then this AGREEMENT shall control.

2. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his/her/its employees.

3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this Contract:

COUNTYWIDE GUARDRAIL
PROJECT NO. 1149

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
1	120090	S	Construction Area Signs	LS	1		
2	120100	S	Traffic Control System	LS	1		
3	130100		Job Site Management	LS	1		
4	130200		Prepare Water Pollution Control Program	LS	1		
5	146002		Contractor-Supplied Biologist	LS	1		
6	160101		Clearing and Grubbing	LS	1		
7	190185a		Shoulder Grading	SQYD	3,000		
8	780446		Stain Galvanized Surfaces	LS	1		
9	810190		Guard Railing Delineator	EA	47		
10	820134		Object Marker (Type P)	EA	5		
11	832007	S	Midwest Guardrail System (Wood Post)	LF	2,513		
12	832070		Vegetation Control (Minor Concrete)	SQYD	2,500		
13	839539	S	Terminal System (Type SKT)	EA	13		
14	839752		Remove Guardrail	LF	3,007		
TOTAL COST							

F – Final Pay Item
S – Specialty Item
P – Partial Pay Item

4. PUBLIC WORKS CONTRACT

The parties to this AGREEMENT understand and agree that this is a Public Works Contract pursuant to California Public Contract Code Section 7103.5 which states,

(a) As used in this section:

(1) "Public works contract" means a contract awarded through competitive bids by the state or any of its political subdivisions or public agencies, on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code, for the erection, construction, alteration, repair, or improvement of any structure, building, road, or other improvement of any kind.
(2) "Awarding body" means the state or the subdivision or agency awarding a public works contract.
(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.
(c) Subdivision (b) shall be included in full in the specifications for the public works contract or in the general provisions incorporated therein and shall be included in full in the public works contract or in the general provisions incorporated therein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the last date appearing below their respective signatures.

CONTRACTOR:

_____
(Name of Company)

By: _____
Corp: Signature of Chair, President, or Vice-President
LLC: Signature of Manager

_____
Printed Name

Its: _____
Title

Date: _____

By: _____
Corp: Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
LLC: Signature of Manager

_____
Printed Name

Its: _____
Title

Date: _____

COUNTY OF MONTEREY:

By: _____

Name: Randy Ishii, P.E.

Title: PWPF Director

Dated: _____

APPROVED AS TO FISCAL TERMS

By: _____

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: _____

APPROVED AS TO FORM

By: _____

Name: Mary Grace Perry

Title: Deputy County Counsel

Date: _____

APPROVED AS TO INDEMNITY/ INSURANCE LANGUAGE

By: _____

Name: Leslie J. Girard

Title: County Counsel

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 name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

COUNTY OF MONTEREY

PAYMENT BOND

(Civil Code Section 9550)

WHEREAS, the County of Monterey has awarded to Principal, as Contractor, a Contract for the following project:

COUNTYWIDE GUARDRAIL
PROJECT NO. 1149
State Project No.: 05180000L-N
Federal Aid Project No: HSIPL-5944(130)

AND WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we _____, as Principal, and _____ as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of _____ Dollars ($, , .) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, or any of Principal's heirs, executors, administrators, successors, assigns, or Subcontractors, (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees,

court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works & Facilities).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this_____day of_____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

_____
Principal

By _____

Name and Title _____

(Corporate Seal)

_____
Surety

By _____

Name and Title _____

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

COUNTY OF MONTEREY

PERFORMANCE BOND

WHEREAS, the County of Monterey has awarded to Principal, _____ as Contractor, a Contract for the following project:

COUNTYWIDE GUARDRAIL
PROJECT NO. 1149
State Project No.: 05180000L-N
Federal Aid Project No: HSIPL-5944(130)

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we _____, as Principal, and _____ as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of _____ _____ Dollars ($, , .), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall defend, indemnify and save harmless the County, the members of its board of supervisors, and its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms or conditions, or
(2) Obtain a bid or bids for submission to County of Monterey for completing the

Contract in accordance with its terms or conditions, and upon determination by County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and County of Monterey, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of Contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

_____
Principal

By _____

Name and Title _____

(Corporate Seal)

_____
Surety

By _____

Name and Title _____

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

APPENDIX II – FEDERAL PROVISIONS

1. FHWA-1273 Required Contract Provisions Federal – Aid Construction Contract
2. FHWA-1022 Notice

APPENDIX III – ENVIRONMENTAL PROVISIONS

1. Categorical Exemptions/Categorical Exclusion Determination and Avoidance Measures

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MONTEREY COUNTY

PUBLIC WORKS

COUNTY CLERK OF THE BOARD OF SUPERVISORS
168 W. ALISAL STREET, 1ST FLR,
SALINAS, CALIFORNIA 93901

BOOK TWO

BID FORM

COUNTYWIDE GUARDRAIL
PROJECT NO. 1149
State Project No: 0518000041L-N
Federal Aid Project No: HSIPL-5944(130)

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____
(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: **AREA CODE ( )** _____

FAX NO: **AREA CODE ( )** _____

CONTRACTOR LICENSE NO. _____

APPROVED AS TO FORM:

DocuSigned by:
Mary Grace Perry 12/15/2020
C83342707AC641A...
MARY GRACE PERRY
Deputy County Counsel

BOOK TWO
BID/PROPOSAL

COUNTYWIDE GUARDRAIL
PROJECT NO. 1149
State Project No: 0518000041L-N
Federal Aid Project No: HSIPL-5944(130)

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BID FORM

COUNTYWIDE GUARDRAIL
PROJECT NO. 1149
State Project No: 0518000041L-N
Federal Aid Project No: HSIPL-5944(130)

TO: MONTEREY COUNTY BOARD OF SUPERVISORS
Government Center
168 W. Alisal Street, 1st Floor, Room 1032
Salinas, California 93901-2683

1. Pursuant to and in compliance with the Notice to Bidders Inviting Formal Bids and with the other documents relating thereto, the undersigned bidder, having become familiar with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, the project plans and specifications, and the other contract documents, hereby proposes and agrees to perform within the time hereinafter set forth the said Specifications and shown on the plans accompanying them, and to provide and furnish any and all labor, materials, equipment, transportation, utilities, and services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the following project: COUNTYWIDE GUARDRAIL, all in strict conformity with the specifications and other contract documents, including all addenda for the sum hereinafter stated:

COUNTYWIDE GUARDRAIL
PROJECT NO. 1149
State Project No: 0518000041L-N
Federal Aid Project No: HSIPL-5944(130)

BID:

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
1	120090	S	Construction Area Signs	LS	1		
2	120100	S	Traffic Control System	LS	1		
3	130100		Job Site Management	LS	1		
4	130200		Prepare Water Pollution Control Program	LS	1		
5	146002		Contractor-Supplied Biologist	LS	1		
6	160101		Clearing and Grubbing	LS	1		
7	190185a		Shoulder Grading	SQYD	3,000		

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
8	780446		Stain Galvanized Surfaces	LS	1		
9	810190		Guard Railing Delineator	EA	47		
10	820134		Object Marker (Type P)	EA	5		
11	832007	S	Midwest Guardrail System (Wood Post)	LF	2,513		
12	832070		Vegetation Control (Minor Concrete)	SQYD	2,500		
13	839539	S	Terminal System (Type SKT)	EA	13		
14	839752		Remove Guardrail	LF	3,007		
TOTAL BID							

F – Final Pay Item
S – Specialty Item

2. Bids are required for the entire work. The undersigned understands that the quantities given are approximate only, being given as a basis for the comparison of Bids, and the County of Monterey does not, expressly or by implication, agree that the actual amount of work shall correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, as may be deemed necessary without claim for damage or loss of anticipated profit and that payment shall be made only on the basis of the actual quantities of work performed.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

The basis of award to the lowest responsive, responsible bidder will be the lowest TOTAL BID.

The bid submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid, in the named person's own handwriting.

In case of discrepancy between the unit price and the item total price set forth for the item, the unit price shall prevail; provided, however, if the amount set forth as the unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the amount set forth in the "Item Total" column for the item shall prevail in accordance with the following:

(1) As to lump sum items, the amount set forth in the “Item Total” column shall be the unit price.

(2) As to unit basis items, the amount set forth in the “Item Total” column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.

3. The undersigned has checked all of the above figures carefully and understands that the County of Monterey (also referred to herein as "Owner") will not be responsible for any errors and omissions on the part of the undersigned in making this bid.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Owner, and that discretion will be exercised in the manner deemed by the Owner to best protect the public interest in the prompt and economical completion of the work. The decision of the Owner respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

4. It is understood that the Owner reserves the right to reject any and all bids or waive any irregularities or informalities in the bidding.

5. This bid shall remain valid and will not be withdrawn by the undersigned bidder for a period of ninety (90) days from the date prescribed for opening of this bid.

6. Attached hereto are the following:

(1) List of Subcontractors
(2) Equal Employment Opportunity Certification
(3) Public Contract Code
    Section 10285.1 Statement
    Section 10162 Questionnaire
    Section 10232 Statement
(4) Noncollusion Declaration
(5) Debarment and Suspension Certification
(6) NonLobbying Certification For Federal-Aid Contracts
(7) Disclosure of Lobbying Activities
(8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
(9) Statement Concerning Employment of Undocumented Aliens
(10) Contractor’s Certificate as to Workers’ Compensation
(11) List of Satisfied Public Agencies

(12) Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
(13) Instructions-Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
(14) Exhibit 15-H DBE Information-Good Faith Efforts
(15) Bidder's Bond

7. If this bid is accepted by the Owner, then the undersigned shall, within ten (10) business days after receipt of the Letter of Intent to Award, execute and deliver to the Owner (a) a contract in the form set forth in the contract documents on which this bid is based, (b) a payment bond for public works, as required by the contract documents, (c) a performance bond, as similarly required, and (d) insurance certificates showing all required insurance coverage. The undersigned will thereafter commence and complete the work within the time required by the contract documents.

In the event the bidder to whom the Letter of Intent to Award Contract is given fails or refuses to contract as required, including to post the required bonds, provide the insurance certificates, and return the executed copies of the agreement form within ten (10) business days from the date of receiving the Letter of Intent to Award Contract, the County may, at its option, determine that the bidder has abandoned the contract, reject the bid, and declare the bidder's security forfeited as damages and same shall become the property of the County of Monterey.

8. Notice of acceptance and any requests for additional information should be addressed to the undersigned at the following address:

_____
_____
_____

9. The names of all persons interested in the foregoing proposal as principals are as follows:

_____
_____
_____

(IMPORTANT NOTICE: If the bidder or other interested person is a corporation, state the legal name of the corporation, and the names of the president, secretary, treasurer, and manager thereof; if a partnership, state the name of the firm and the names of all the individual partners composing the firm; if the bidder or other interested person is an individual, state the first and last names in full and give all fictitious names under which the individual does business.)

10. By execution of this bid, the undersigned bidder declares that he/she/it is a contractor licensed in accordance with the Contractors' State License Law, as follows:

Classification: _____
License number: _____
Expiration date: _____

11. ADDENDA - This Bid is submitted with respect to the changes to the contract included in addenda number(s) ____, ____, ____, ____, ____, ____, ____, and ____. If the Bidder submits this bid without all issued addenda, the agency finds your bid

nonresponsive.

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda. By signing this Bid on the signature portion thereof, the Bidder acknowledges receipt of all addenda.)

12. This bid is submitted pursuant to Section 7103.5(b) of the California Public Contract Code which states,

> (a) As used in this section:
>
> (1) "Public works contract" means a contract awarded through competitive bids by the state or any of its political subdivisions or public agencies, on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code, for the erection, construction, alteration, repair, or improvement of any structure, building, road, or other improvement of any kind.
> (2) "Awarding body" means the state or the subdivision or agency awarding a public works contract.
> (b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.
> (c) Subdivision (b) shall be included in full in the specifications for the public works contract or in the general provisions incorporated therein and shall be included in full in the public works contract or in the general provisions incorporated therein.

By submitting this bid to the County, the bidder offers and agrees that if the bid is accepted, and a contract is awarded, it will assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials by the bidder/contractor/subcontractor pursuant to the public works contract or subcontract. Such assignment shall be made and become effective at the time the awarding body tenders final payment to the bidder/contractor, without further acknowledgment by the parties.

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, the Equal Employment Opportunity Certification; the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification; the Statement Concerning Employment of Undocumented Aliens; and the Contractor's Certification as to Worker's Compensation are true and correct.

Dated:_____

_____
Bidder's Business Name

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

(NOTE: If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the names, titles and signatures of two (2) officers pursuant to California Corporations Code Section 313 and the document shall bear the corporate seal; if bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the names and signatures of two (2) managers pursuant to Corporations Code Section 17703.01; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership; and if bidder is an individual, his/her name and signature shall be placed above.)

LIST OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 [commencing with Section 4100], Part 1, Division 2 of the Public Contract Code) and any amendments thereto, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime contractor's total bid or $10,000, whichever is greater, and (b) the portion of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he/she/it shall be deemed to have agreed that he/she/it is fully qualified to perform that portion himself/herself/itself, and that he/she/it shall perform that portion himself/herself/itself.

No prime contractor whose bid is accepted shall: (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his/her/its original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

☐ Check this box if no subcontractors are required to be listed for work or labor to be performed or services to be rendered.

_____
Bidder's business name

By: _____

Print Name: _____

Title: _____

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	License #/ Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	*Lic.#*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address	*Phone*	☐ < $10 million		*If YES list DBE #:*
		☐ < $15 million		
City State ZIP	*Fax*	☐ > $15 million		Age of Firm (Yrs.)
Name	*Lic.#*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address	*Phone*	☐ < $10 million		*If YES list DBE #:*
		☐ < $15 million		
City State ZIP	*Fax*	☐ > $15 million		Age of Firm (Yrs.)
Name	*Lic.#*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address	*Phone*	☐ < $10 million		*If YES list DBE #:*
		☐ < $15 million		
City State ZIP	*Fax*	☐ > $15 million		Age of Firm (Yrs.)
Name	*Lic.#*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address	*Phone*	☐ < $10 million		*If YES list DBE #:*
		☐ < $15 million		
City State ZIP	*Fax*	☐ > $15 million		Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. **If this form is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening. Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	License #/ Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	*Lic.#*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address	*Phone*	☐ < $10 million		*If YES list DBE #:*
		☐ < $15 million		
City State ZIP	*Fax*	☐ > $15 million		Age of Firm (Yrs.)
Name	*Lic.#*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address	*Phone*	☐ < $10 million		*If YES list DBE #:*
		☐ < $15 million		
City State ZIP	*Fax*	☐ > $15 million		Age of Firm (Yrs.)
Name	*Lic.#*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address	*Phone*	☐ < $10 million		*If YES list DBE #:*
		☐ < $15 million		
City State ZIP	*Fax*	☐ > $15 million		Age of Firm (Yrs.)
Name	*Lic.#*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address	*Phone*	☐ < $10 million		*If YES list DBE #:*
		☐ < $15 million		
City State ZIP	*Fax*	☐ > $15 million		Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____,
proposed subcontractor _____,
hereby certifies that he/she/it has ___, has not ___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he/she/it has filed with the Joint Reporting committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions.

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder and any and all subcontractor(s) to be engaged by the bidder has/have ____ , has/have not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works and facilities Contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Public Contract Code Statements and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of these Statements and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____ [city], _____[state].

Signature: _____

Print Name: _____

DEBARMENT AND SUSPENSION CERTIFICATION

Title 2, Code of Federal Regulations, Part 180

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- does not have a proposed debarment pending; and,
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) 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 Federal 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- a. initial
- b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

Prime Subawardee
Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$_____ actual planned

12. Form of Payment (check all that apply):
- a. cash
- b. in-kind; specify: nature _____
  value _____

13. Type of Payment (check all that apply)
- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e deferred
- f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** **No**

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-9

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and Contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the Contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

STATEMENT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS

(Public Contract Code Section 6101)

In conformance with Public Contract Code Section 6101, the bidder certifies compliance with state and federal law with respect to the employment of undocumented aliens by signing this proposal on the signature portion thereof. Public Contract Code section 6101 provides that no state agency or department, as defined in Section 10335.7, that is subject to this code, shall award a public works & facilities or purchase Contract to a bidder or Contractor, nor shall a bidder or Contractor be eligible to bid for or receive a public works and facilities or purchase Contract, who has, in the preceding five (5) years, been convicted of violating a state or federal law respecting the employment of undocumented aliens..

Note: The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Providing false information may result in criminal prosecution or administrative sanctions.

CONTRACTOR'S CERTIFICATE AS TO WORKER'S COMPENSATION

(Labor Code Section 1861)

Labor Code Section 3700 provides, in relevant part:

> Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Labor Code Section 3700 provides, in relevant part:

> "Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
>
> "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in rescission of any contract awarded to bidder, criminal prosecution and/or administrative sanctions.

LIST OF SATISFIED PUBLIC AGENCIES

(Two minimum)

Agency Name	Project Name	Contact Person	Award Date	Phone No.

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: 12%

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award

21. Local Agency Contract Number: _____

22. Federal-Aid Project Number: _____

23. Bid Opening Date: _____

24. Contract Award Date: _____

25. Award Amount:

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

26. Local Agency Representative's Signature _____ 27. Date _____

28. Local Agency Representative's Name _____ 29. Phone _____

30. Local Agency Representative's Title _____

15. TOTAL CLAIMED DBE PARTICIPATION $ _____ % _____

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

16. Preparer's Signature _____ 17. Date _____

18. Preparer's Name _____ 19. Phone _____

20. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local agency that is administering the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location(s) as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. Bidder's Name - Enter the contractor's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. Preparer's Signature - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. Date - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. Preparer's Name - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. Preparer's Title - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
22. Federal-Aid Project Number - Enter the Federal-Aid Project Number(s).
23. Bid Opening Date - Enter the date contract bids were opened.
24. Contract Award Date - Enter the date the contract was executed.
25. Award Amount – Enter the contract award amount as stated in the executed contract.
26. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
27. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
28. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
29. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
30. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION – GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____(Agency Name)_____established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

BIDDER'S BOND

WHEREAS, the Principal named below has submitted the accompanying bid to the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), for the following project:

_____
(exact description as on bid); and

WHEREAS, Principal as bidder, is required to furnish a bond executed by an admitted surety in connection with said bid, to secure timely execution of the contract and delivery of the bonds and insurance certificates, in the event that the contract is awarded to Principal; and

WHEREAS, the Principal has submitted the above- mentioned bid to the County, for which bids are to be opened at _____(city where bid opening), California, on, _____(date bid opening).

NOW, THEREFORE, we _____ _____, PRINCIPAL, and _____ _____ as SURETY, are held and firmly bound unto the County in the penal sum of _____ Dollars ($_____._____).which sum is not less than ten percent (10%) of the total amount of the base bid amount including all alternates submitted by said above-named Principal to the County, for the project described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the County, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That

If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the County of Monterey, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law and said contract documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work or to the specifications.

If the County brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals this _____day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) _____

Principal

By _____

Name and Title _____

(Corporate Seal)

_____

Surety

By _____

Name and Title _____

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

Monterey County
Board of Supervisors

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

Board Order

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

a. Adopt Plans and Special Provisions for the Countywide Guardrail Project, Project No. 1149; and
b. Authorize the Director of Public Works, Facilities and Parks to advertise the "Notice to Bidders" in the Monterey County Weekly.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: 21-041
Agenda Item No.: 49

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

Julian Lorenzana, Deputy

Monterey County

Board Report

Legistar File Number: RES 21-014

Item No.50

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

January 26, 2021

Introduced: 1/13/2021

Current Status: Passed - RMA Administration

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:
a. Approve a report on the status of development traffic impact fees for fiscal year ending June 30, 2020; and
b. Adopt findings, in accordance with Government Code section 66000, et seq. that the need for the improvements for which the fees are being collected still exists, and as such the funds will be retained.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a Resolution to:
a. Approve a report on the status of development traffic impact fees for fiscal year ending June 30, 2020; and
b. Adopt findings, in accordance with Government Code section 66000, et seq. that the need for the improvements for which the fees are being collected still exists, and as such the funds will be retained.

SUMMARY:
Monterey County collects Traffic Impact Fees (TIF) from developments that represents their fair share towards specific road improvement projects in the immediate area. This report provides an update on various TIFs throughout the County, including the Carmel Valley Traffic Mitigation Fee (CVTMF) Master Plan where ten (10) projects have been identified as eligible for TIF funding. As of June 30, 2020, the ending balances for TIF funds are as follows: CVTMF $3,127,547; East Garrison TIF $356,424; and all other Countywide TIF $3,506,928. Additional details for each TIF fund are included in Exhibit 1 to Attachment A - Resolution.

DISCUSSION:
Government Code Section 66000 et. seq. (AB1600) delineates certain accounting and reporting requirements with respect to development impact fees collected by the County. The fees, for accounting purposes, must be segregated from the general funds of the County and from other funds or accounts containing fees collected for other improvements. Interest on each development fee fund must be credited to that fund or account and used only for the purposes for which the fees were collected. The agency that collected the fees must make available to the public the following information regarding each fund or account:

1. Brief description of the type of fee in the fund;
2. Amount of the fee;
3. Beginning and ending balance for the fiscal year;

4. Amount of fees collected, and interest earned;
5. Identification of each public improvement on which fees were expended and the amount of the expenditure on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
6. Identification of an approximate date by which the construction of a public improvement will commence, if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement fund;
7. Description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the loaned funds will be expended, and in the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan; and
8. Amount of any refunds made due to inability to expend fees within the required time frame.

Projects for which fees have been collected for more than five (5) years are required to make findings with respect to any portion of the fee remaining unexpended, whether committed or uncommitted. Staff has provided a resolution that addresses the following findings (Attachment A):

1. Identify the purpose to which the fee is to be put;
2. Demonstrate a reasonable relationship between the fee and the purpose for which it was originally charged;
3. Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements; and
4. Designate the approximate dates on which the anticipated funding is expected to be deposited into the fund.

Exhibit 1 to Attachment A - Resolution is a list of the projects and associated accounting of development impact fees by project and for fiscal year ending June 30, 2019 through June 30, 2020. Exhibit 2 to Attachment A - Resolution is a listing of the projects for which fees have been collected for more than five (5) years.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed the proposed resolution as to form and legality.

FINANCING:
The Public Works, Facilities, & Parks Department (PWFP) formally Resource Management Agency, has collected pro-rata fair share development fees under Government Code Section 66000 et. seq. Exhibit 1 summarizes the traffic impact fees received by project location and fiscal year ending June 30, 2019 through June 30, 2020.

For CVTMF, the fund balance is $3,127,547, East Garrison, the fund balance is $356,424 and for all other Countywide traffic impact fees, the fund balance is $3,506,928.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This report is required by State law and submitting this report assures the County has complied with State law. These fees are collected to address fair share costs associated with impacts to infrastructure

resulting from development. The fees collected are designated to be used for improvements identified by traffic studies conducted in conjunction with development projects or by regional studies that establish the basis for a fee plan.

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

Prepared by: Nancy Ayala Avila, Management Analyst, 831-755-4848
Prepared by: Armando Fernandez, P.E., Civil Engineer
Reviewed by: Shawne Ellerbee, Assistant Director of Public Works, Facilities, & Parks
Approved by: Randy Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

Attachments:
Attachment A - Resolution
Exhibit 1 - Summary Traffic Fees-Countywide
Exhibit 2 - AB1600 Five Year Report

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Monterey County

Item No.

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

Board Report

Legistar File Number: RES 21-014

January 26, 2021

Introduced: 1/13/2021 **Current Status:** Agenda Ready
Version: 1 **Matter Type:** BoS Resolution

Adopt a Resolution to:
a. Approve a report on the status of development traffic impact fees for fiscal year ending June 30, 2020; and
b. Adopt findings, in accordance with Government Code section 66000, et seq. that the need for the improvements for which the fees are being collected still exists, and as such the funds will be retained.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a Resolution to:
a. Approve a report on the status of development traffic impact fees for fiscal year ending June 30, 2020; and
b. Adopt findings, in accordance with Government Code section 66000, et seq. that the need for the improvements for which the fees are being collected still exists, and as such the funds will be retained.

SUMMARY:
Monterey County collects Traffic Impact Fees (TIF) from developments that represents their fair share towards specific road improvement projects in the immediate area. This report provides an update on various TIFs throughout the County, including the Carmel Valley Traffic Mitigation Fee (CVTMF) Master Plan where ten (10) projects have been identified as eligible for TIF funding. As of June 30, 2020, the ending balances for TIF funds are as follows: CVTMF $3,127,547; East Garrison TIF $356,424; and all other Countywide TIF $3,506,928. Additional details for each TIF fund are included in Exhibit 1 to Attachment A - Resolution.

DISCUSSION:
Government Code Section 66000 et. seq. (AB1600) delineates certain accounting and reporting requirements with respect to development impact fees collected by the County. The fees, for accounting purposes, must be segregated from the general funds of the County and from other funds or accounts containing fees collected for other improvements. Interest on each development fee fund must be credited to that fund or account and used only for the purposes for which the fees were collected. The agency that collected the fees must make available to the public the following information regarding each fund or account:

1. Brief description of the type of fee in the fund;
2. Amount of the fee;
3. Beginning and ending balance for the fiscal year;
4. Amount of fees collected, and interest earned;

5. Identification of each public improvement on which fees were expended and the amount of the expenditure on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
6. Identification of an approximate date by which the construction of a public improvement will commence, if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement fund;
7. Description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the loaned funds will be expended, and in the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan; and
8. Amount of any refunds made due to inability to expend fees within the required time frame.

Projects for which fees have been collected for more than five (5) years are required to make findings with respect to any portion of the fee remaining unexpended, whether committed or uncommitted. Staff has provided a resolution that addresses the following findings (Attachment A):

1. Identify the purpose to which the fee is to be put;
2. Demonstrate a reasonable relationship between the fee and the purpose for which it was originally charged;
3. Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements; and
4. Designate the approximate dates on which the anticipated funding is expected to be deposited into the fund.

Exhibit 1 to Attachment A - Resolution is a list of the projects and associated accounting of development impact fees by project and for fiscal year ending June 30, 2019 through June 30, 2020. Exhibit 2 to Attachment A - Resolution is a listing of the projects for which fees have been collected for more than five (5) years.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed the proposed resolution as to form and legality.

FINANCING:
The Public Works, Facilities, & Parks Department (PWFP) formally Resource Management Agency, has collected pro-rata fair share development fees under Government Code Section 66000 et. seq. Exhibit 1 summarizes the traffic impact fees received by project location and fiscal year ending June 30, 2019 through June 30, 2020.

For CVTMF, the fund balance is $3,127,547, East Garrison, the fund balance is $356,424 and for all other Countywide traffic impact fees, the fund balance is $3,506,928.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This report is required by State law and submitting this report assures the County has complied with State law. These fees are collected to address fair share costs associated with impacts to infrastructure resulting from development. The fees collected are designated to be used for improvements identified

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by traffic studies conducted in conjunction with development projects or by regional studies that establish the basis for a fee plan.

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

Prepared by: Nancy Ayala Avila, Management Analyst, 831-755-4848
Prepared by: Armando Fernandez, P.E., Civil Engineer
Reviewed by: Shawne Ellerbee, Assistant Director of Public Works, Facilities, & Parks
Approved by: Randy Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

DocuSigned by:
Randy Ishii
C09779208FE94F3...

Attachments:
Attachment A - Resolution
Exhibit 1 - Summary Traffic Fees-Countywide
Exhibit 2 - AB1600 Five Year Report

Board of Supervisors
County of Monterey, State of California

Resolution No. 20-_____

Adopt Resolution approving reports on the status of development traffic impact fees for fiscal year ending June 30, 2020 and findings in accordance with Government Code Section 66000 et. Seq.	)))))

WHEREAS, Government Code Section 66000 et. Seq. (AB1600) delineates certain accounting and reporting requirements with respect to development impact fees collected by the County;

WHEREAS, the fees collected by the County must be segregated from general and other funds of the County, interest reported for each development fund and used only for the purposes for which the fees were collected;

WHEREAS, the County must make available to the public an accounting of information regarding the status of each development fee fund;

WHEREAS, Carmel Valley Traffic Mitigation Fee (CVTMF) is specific to Carmel Valley Master Plan (CVMP) where 10 projects have been identified to mitigate development in accordance to the CVMP, and the ending balance as of June 30, 2020 is $3,127,547 (Exhibit 1);

WHEREAS, BSA 2652 (Fund 002-3000-2652) accounts for 27 projects and has an ending balance of $3,506,928 (Exhibit 2);

WHEREAS, BSA 2655 (Fund 002-3000-2655) accounts for projects related to East Garrison and has an ending balance of $356,424 (Exhibit 1); and

WHEREAS, for the projects for which fees have been collected for more than five (5) years, the County by law must make findings with respect to any portion of the fee remaining, unexpended, whether committed or uncommitted.

NOW, THEREFORE, BE IT RESOLVED THAT the Monterey County Board of Supervisors hereby approves the following:

1. The purposes for which the fees have been collected are identified in Exhibits 1 and 2 attached hereto and incorporated by this reference;
2. A reasonable relationship exists between the fees and the purposes for which

they were charged as stated in Exhibits 1 and 2, and because the need for the improvements for which the fees are being collected still exists;
3. The sources and amounts of funding anticipated to complete the financing of the various improvements are identified in Exhibits 1 and 2; and
4. Exhibits 1 and 2 designate as unknown the approximate dates on which the anticipated funding is expected to be deposited into the fund.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Monterey County hereby approves reports on the status of development traffic impact fees for fiscal year ending June 30, 2020.

PASSED AND ADOPTED upon this 26th 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 resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book___ for the meeting on January 26, 2021.

Dated: January 26, 2021
File Number: RES 20-
Agenda Item:

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

By _____
Deputy

Exhibit 1

Public Works, Facilities, and Parks (formally Resource Management Agency) Traffic Mitigation Fee Summary

Summary Traffic Fees - Countywide (with Earned Interest)

As of June 30, 2020

	Beginning Balance at 7/1/19	Deposits	Interest Earned FY 2019-2020	Withdrawals / Expenditures	Ending Balance 6/30/20	Percent Funded With Fees
Boronda Area Regional Traffic Impacts**	$ 545,015		$ 12,620		$ 557,636	2.23%
Castroville Area Regional Traffic Impacts**	$ 509,843	$ 97,776	$ 11,806		$ 619,425	0.62%
Chualar Streets Traffic Impacts**	$ 22,374		$ 518		$ 22,892	4.58%
Highland Hills Subdivision (Soledad area) Traffic Impacts**	$ 9,597		$ 222		$ 9,819	1.96%
Highway 1/Carmel Valley Road**	$ 1,738		$ 40		$ 1,778	0.36%
Highway 1/Carmel Valley Rd. Operational Improvements**	$ 833		$ 19		$ 853	0.01%
Highway 1/High Meadow Operational Improvements**	$ 15,812		$ 366		$ 16,178	32.36%
Highway 1/Moss Landing Improvements (4 Lanes)**	$ 117,465		$ 2,720		$ 120,185	0.06%
Highway 1/Palo Colorado Operational Improvements**	$ 913		$ 21		$ 934	0.19%
Highway 1/Salinas Road Interchange**	$ 23,956		$ 555		$ 24,511	0.06%
Highway 101/Gonzalez Area Traffic Signals**	$ 2,025		$ 47		$ 2,072	0.41%
Highway 101/Prunedale Improvement Project**	$ 252,743		$ 5,853		$ 258,596	0.26%
Highway 101/Spence Road Traffic Improvements**	$ 46,126		$ 1,068		$ 47,195	9.44%
Highway 156/Cathedral Oaks**	$ 28,014		$ 649		$ 28,663	5.73%
Highway 156/Highway 183 (Merritt Street) Traffic Impacts**	$ 64,143		$ 1,485		$ 65,628	13.13%
Highway 68 Regional Traffic Impacts**	$ 134,168	$ 19,500	$ 3,107		$ 156,775	1.74%
North County Area Traffic Impacts**	$ 176,367		$ 4,084		$ 180,451	0.60%
Pine Canyon Road**	$ 169,406		$ 3,923		$ 173,329	34.67%
Rio Road/Carmel Rancho Blvd Traffic Signal**	$ 67,450		$ 1,562		$ 69,012	27.60%
River Road Future Needs**	$ 2,358		$ 55		$ 2,413	0.01%
San Juan Grade Road/Rogge Road Traffic Signal**	$ 45,172		$ 1,046		$ 46,219	1.32%
San Juan Road at Crazy Horse Road Traffic Impacts**	$ 32,884		$ 761		$ 33,646	0.22%
San Juan Traffic Impacts**	$ 7,719		$ 179		$ 7,897	0.08%
Zone 1 - Countywide Fee**	$ 353,328	$ 41,807	$ 7,063		$ 402,198	
Zone 2 - Countywide Fee**	$ 251,904	$ 108,221	$ 6,296		$ 366,421	
Zone 3 - Countywide Fee**	$ 164,370	$ 28,330	$ 3,169		$ 195,869	
Zone 4 - Countywide Fee**	$ 67,392	$ 27,595	$ 1,348		$ 96,335	
Total Traffic Mitigations Fees (Fund 002-3000-2652)	$ 3,113,117	$ 323,229	$ 70,582		$ 3,506,928	
East Garrison Traffic Impacts (Fund 002-300-2655)**	$ 313,105	$ 35,919	$ 7,399		$ 356,424	
Carmel Valley Road Traffic Impact Fees (Fund 002-3000-2653)*	$ 3,077,282	$ 112,062	$ 66,717	$ 128,514	$ 3,127,547	
Total Traffic Mitigations Fees (All Funds)	$ 6,503,505	$ 471,210	$ 144,698	$ 128,514	$ 6,990,899	

*The Carmel Valley Master Plan is intended to generate only the development fair-share contribution of project costs and is not intended to provide 100% funding for or construct all projects listed in the plan. Additional funds are required to fund all projects listed in the plan. Sufficient funds have not been collected to fully fund all the public improvements identified in the plan.

**Monterey County conditions and collects Ad Hoc development impact fees on development projects within the unincorporated County areas in order to offset the impacts of development on the County's transportation system. The amount of fees collected is dependent upon the type of development and the impacts to the County transportation system attributable to the development. A list of the fees collected and expenditures made in FY2019/20 is included above as part of this report.

ALL Fees collected and expenditures made in FY2019/20 as noted above:

1. At this time, no refunds have been made per this Section. Sufficient funds have not been collected to complete all projects. It is not anticipated that refunds will occur in the near future. If refunds occur, that information will be included in future annual reports.
2. There also has not been any interfund transfer or loan from any of the plan funds per this Section2.
3. The data supporting the information shown on the attached sheet is updated as transactions occur and is available for public review at the Monterey County Public Works, Facilities, and Parks [(PWFP) Formally the Resource Management Agency]1441 Schilling Place, 2nd Floor, Salinas, CA 93901.

Exhibit 2

Public Works, Facilities, and Parks (formally Resource Management Agency) Traffic Mitigation Fee Summary

AB 1600 FIVE-YEAR REPORT

(Projects for which fees have been collected more than five years)

	Effective Fund Balance at 6/30/20	Estimated Total Project Cost	Anticipated Source of Remaining Funds
Boronda Area Regional Traffic Impacts**	$ 557,636	$ 25,000,000	TAMC/Dev. Impact Fees/Salinas
Castroville Area Regional Traffic Impacts**	$ 619,425	$ 100,000,000	TAMC/Dev Impact Fees
Chualar Streets Traffic Impacts**	$ 22,892	$ 500,000	TAMC/Dev Impact Fees
Highland Hills Subdivision (Soledad area) Traffic Impacts**	$ 9,819	$ 500,000	TAMC/Dev Impact Fees
Highway 1/Carmel Valley Road**	$ 1,778	$ 500,000	Caltrans/TAMC/Dev Impact Fees
Highway 1/Carmel Valley Rd. Operational Improvements**	$ 853	$ 10,000,000	Caltrans/TAMC/Dev Impact Fees
Highway 1/High Meadow Operational Improvements**	$ 16,178	$ 50,000	Caltrans/Dev Impact Fees
Highway 1/Moss Landing Improvements (4 Lanes)**	$ 120,185	$ 200,000,000	Caltrans/TAMC/Dev Impact Fees
Highway 1/Palo Colorado Operational Improvements**	$ 934	$ 500,000	Caltrans/TAMC/Dev Impact Fees
Highway 1/Salinas Road Interchange**	$ 24,511	$ 40,000,000	Caltrans/TAMC/Dev Impact Fees
Highway 101/Gonzalez Area Traffic Signals**	$ 2,072	$ 500,000	Caltrans/TAMC/Dev Impact Fees
Highway 101/Prunedale Improvement Project**	$ 258,596	$ 100,000,000	Caltrans/TAMC/Dev Impact Fees
Highway 101/Spence Road Traffic Improvements**	$ 47,195	$ 500,000	Caltrans/TAMC/Dev Impact Fees
Highway 156/Cathedral Oaks**	$ 28,663	$ 500,000	Caltrans/TAMC/Dev Impact Fees
Highway 156/Highway 183 (Merritt Street) Traffic Impacts**	$ 65,628	$ 500,000	Caltrans/TAMC/Dev Impact Fees
Highway 68 Regional Traffic Impacts**	$ 156,775	$ 9,000,000	Caltrans/TAMC/Dev Impact Fees
North County Area Traffic Impacts**	$ 180,451	$ 30,000,000	Dev Impact Fees
Pine Canyon Road**	$ 173,329	$ 500,000	Dev Impact Fees
Rio Road/Carmel Rancho Blvd Traffic Signal**	$ 69,012	$ 250,000	Dev Impact Fees
River Road Future Needs**	$ 2,413	$ 25,000,000	TAMC/Dev Impact Fees
San Juan Grade Road/Rogge Road Traffic Signal**	$ 46,219	$ 3,500,000	Dev Impact Fees
San Juan Road at Crazy Horse Road Traffic Impacts**	$ 33,646	$ 15,000,000	RSTP/Dev Impact Fees
San Juan Traffic Impacts**	$ 7,897	$ 10,000,000	TAMC/Dev Impact Fees
Zone 1 - Countywide Fee**	$ 402,198	$ 27,900,000	Dev Impact Fees
Zone 2 - Countywide Fee**	$ 366,421	$ 2,500,000	Dev Impact Fees
Zone 3 - Countywide Fee**	$ 195,869	$ 102,300,000	Dev Impact Fees
Zone 4 - Countywide Fee**	$ 96,335	$ 11,100,000	Dev Impact Fees
Total Traffic Mitigations Fees (Fund 002-3000-2652)	**$ 3,506,928**	**$ 716,100,000**	
East Garrison Traffic Impacts**	$ 356,424	$ 23,100,000	Future Dev. Impact Fees
Carmel Valley Road Traffic Impact Fees (Fund 002-3000-2653)*	$ 3,127,547	N/A	Future Dev. Impact Fees
Total Traffic Mitigations Fees (All Funds)	**$ 6,990,899**		

FIVE-YEAR FINDINGS: In accordance with Government Code Section 66001, the County of Monterey makes the following findings with respect to those portions of the accounts or funds remaining unexpended, whether committed or uncommitted:

All unexpended funds held for five years or more are committed to projects that are suitable purpose for the use of the developer fee.

A) Identify the purpose to which the fee is to be put:

*The Carmel Valley Traffic Mitigation Fee (CVTMF) was established on August 22, 1995 by adoption of Ordinance 18.60 of the Monterey County Code. The fees collected are used for road and street improvements on Carmel Valley Road as approved and authorized by the Board of Supervisors.

**The purpose of the fees collected on development projects is to mitigate the impacts to the affected transportation facilities proportional to the impacts directly created by a particular development project. The impacts are determined by project specific transportation studies and analysis, and the transportation projects to be funded, or portion thereof, are listed within conditions of approval for the projects.

**The regional demand models developed by the Association of Monterey Bay Area Governments (AMBAG) were used to develop the 2014 Regional Growth Forecast in June 2014. The forecast shows continued growth in the area though the rate of growth may have slowed following the 2007 recession. The County also conducted a Nexus study for a future Countywide Traffic Impact fee program. This study also relied on the AMBAG models to project development growth. The study also examined deficiencies in the roadway network and identified a list of projects which should be programmed and funded by the future impact fee.

**Both the AMBAG Growth Forecast and the Nexus study conclude that projected growth is still likely to occur; thus, the need remains for the projects listed in the above tables. Therefore, the County will continue to retain the funds collected to date and collect future fees to complete the projects.

B) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.

*The relationship between Carmel Valley Traffic Mitigation Fee and purpose was established by the ordinance and remains in effect.

**Each development project undergoes a detailed analysis of the transportation impacts as a result of the development. That analysis may include a focused traffic study or might be based upon the studies included in the latest edition of the Institute of Transportation Engineer's trip generation manual for the same type of development. The fees are based upon the results of thosee studies, and are directly related to the development project and the effects on the transportation system caused by the development.

C) Identify all sources and amounts of funding anticipated to complete financing:

*For the Carmel Valley Mitigation Fee program, additional sources of funding have not been identified.

**Sources and amounts of funding to complete financing for projects are identified in the table above. Since the development fee mitigates a specific development project, and not all the development anticipated to occur in an area or previously existing development, additional funding sources will need to be identified to complete the projects for which fees have been collected. The anticipated funding will be a combination of additional development mitigation fees, gas tax, Local Measure X and any State or Federal funds that can be applied for or leveraged for projects. The projects will be constructed as funding sources are identified. Until then, the fees remain as a reserved deposit, with interest accuring, and they are necessary to fund a portion of the project.

D) Designate the approximate dates on which the funding referred to in C) above is expected to be deposited into the approriate account or fund.

*For the Carmel Valley Mitigation Fee program, the date when additional funding will be deposited has not been identified.

**Countywide Mitigation Fee program fund balances currently available as shown in the table above, it is unknown when additional fees will be deposited.

Monterey County
Board of Supervisors

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

Board Order

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

Resolution No.: 21-025
a. Approve a report on the status of development traffic impact fees for fiscal year ending June 30, 2020; and
b. Adopt findings, in accordance with Government Code section 66000, et seq. that the need for the improvements for which the fees are being collected still exists, and as such the funds will be retained.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: RES 21-014
Agenda Item No.: 50

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

Julian Lorenzana, Deputy

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

Resolution No.: 21-025
Approving reports on the status of development traffic)
impact fees for fiscal year ending June 30, 2020 and)
findings in accordance with Government Code Section)
66000 et. Seq……)

WHEREAS, Government Code Section 66000 et. Seq. (AB1600) delineates certain accounting and reporting requirements with respect to development impact fees collected by the County;

WHEREAS, the fees collected by the County must be segregated from general and other funds of the County, interest reported for each development fund and used only for the purposes for which the fees were collected;

WHEREAS, the County must make available to the public an accounting of information regarding the status of each development fee fund;

WHEREAS, Carmel Valley Traffic Mitigation Fee (CVTMF) is specific to Carmel Valley Master Plan (CVMP) where 10 projects have been identified to mitigate development in accordance to the CVMP, and the ending balance as of June 30, 2020 is $3,127,547 (Exhibit 1);

WHEREAS, BSA 2652 (Fund 002-3000-2652) accounts for 27 projects and has an ending balance of $3,506,928 (Exhibit 2);

WHEREAS, BSA 2655 (Fund 002-3000-2655) accounts for projects related to East Garrison and has an ending balance of $356,424 (Exhibit 1); and

WHEREAS, for the projects for which fees have been collected for more than five (5) years, the County by law must make findings with respect to any portion of the fee remaining, unexpended, whether committed or uncommitted.

NOW, THEREFORE, BE IT RESOLVED THAT the Monterey County Board of Supervisors hereby approves the following:

1. The purposes for which the fees have been collected are identified in Exhibits 1 and 2 attached hereto and incorporated by this reference;
2. A reasonable relationship exists between the fees and the purposes for which they were charged as stated in Exhibits 1 and 2, and because the need for the improvements for which the fees are being collected still exists;
3. The sources and amounts of funding anticipated to complete the financing of the various improvements are identified in Exhibits 1 and 2; and
4. Exhibits 1 and 2 designate as unknown the approximate dates on which the

anticipated funding is expected to be deposited into the fund.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Monterey County hereby approves reports on the status of development traffic impact fees for fiscal year ending June 30, 2020.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: RES 21-014
Agenda Item No.: 50

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

Julian Lorenzana, Deputy

Introduced: 1/15/2021

Current Status: Passed - RMA Administration

Version: 1

Matter Type: BoS Agreement

a. Approve an Agreement between Pacific Gas & Electric Company (PG&E) and the County of Monterey for Unmetered Low Wattage Equipment Connected to PG&E-owned Street Light Facilities to allow for the installation of security cameras on County-owned streetlights located in County Service Area 25-Carmel Valley Golf & Country Club;
b. Approve a Reimbursement Agreement between the Homeowners at Quail, Inc. homeowners' association and the County of Monterey for monthly PG&E costs associated with the operation of two (2) security cameras to be installed on County-owned streetlights; and
c. Authorize the Director of Public Works, Facilities, & Parks or Designee to execute the two (2) Agreements.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve an Agreement between Pacific Gas & Electric Company (PG&E) and the County of Monterey for Unmetered Low Wattage Equipment Connected to PG&E-owned Street Light Facilities to allow for the installation of security cameras on County-owned street lights located in County Service Area 25-Carmel Valley Golf & Country Club;
b. Approve a Reimbursement Agreement between the Homeowners at Quail, Inc. homeowners' association and the County of Monterey for monthly PG&E costs associated with the operation of two (2) security cameras to be installed on County-owned streetlights; and
c. Authorize the Director of Public Works, Facilities, & Parks or Designee to execute the two (2) Agreements.

SUMMARY/DISCUSSION:
Representatives from the Homeowners at Quail, Inc. homeowners' association (HOA) have requested the installation of security cameras on two (2) existing Pacific Gas & Electric Company (PG&E) streetlights located within the jurisdictional boundaries of County Service Area 25-Carmel Valley Golf & Country Club (CSA 25). The streetlights are owned by the County and funded by property tax revenue generated from CSA 25 property owners. Members of the HOA have contracted with SurveillanceGrid Integration, Inc. (HOA's vendor) for the purchase and installation of the security cameras. The cameras shall be used for increased security within the CSA 25 area.

The HOA will be responsible for all costs associated with the installation and maintenance of the cameras. Once the cameras are installed, PG&E shall provide unmetered electric service to the cameras at each location and billing of fixed usage shall be based on the documented average consumption of the equipment. To move forward with the project, PG&E requires that the County

enter into an Agreement for Unmetered Low Wattage Equipment Connected to PG&E-Owned Street Light Facilities (Attachment A) to allow the HOA's vendor to install the cameras. After installation, CSA 25 shall be billed monthly for fixed electrical usage necessary to operate the two (2) cameras. The estimated monthly PG&E electricity cost to power the two (2) cameras is $15 per month. The County shall enter into a Reimbursement Agreement with the HOA (Attachment B), which requires full reimbursement of monthly PG&E charges, including any rate increases that may occur over time. Attachment C depicts the location of CSA 25.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved the Agreement for Unmetered Low Wattage Equipment Connected to PG&E Street Light Facilities between PG&E and the County (Attachment A) and the Reimbursement Agreement between the County and the HOA (Attachment B) as to form.

FINANCING:
The estimated monthly PG&E electricity charge to power the two (2) cameras is $15 per month. The full cost of service shall be reimbursed by the HOA, resulting in no impact to the County or CSA 25 budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
If approved, the recommended action supports the Board of Supervisors Public Safety Strategic Initiative. Installation of security cameras will provide for increased security in the CSA 25 community.

___ Economic Development
___ Administration
___ Health & Human Services
___ Infrastructure
_X_ Public Safety

Prepared by: Lynette Redman, Management Analyst III (831)796-6038
Reviewed by: Shawne Ellerbee, Assistant Director of Public Works, Facilities, & Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

Attachments:
Attachment A-Agreement for Unmetered Low Wattage Equipment Connected to PGE-Owned Street Light Facilities
Attachment B-HOA Reimbursement Agreement
Attachment C-CSA 25 LAFCO Location Map
(Attachments are on file with the Clerk of the Board)

Introduced: 1/15/2021 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Approve an Agreement between Pacific Gas & Electric Company (PG&E) and the County of Monterey for Unmetered Low Wattage Equipment Connected to PG&E-owned Street Light Facilities to allow for the installation of security cameras on County-owned streetlights located in County Service Area 25-Carmel Valley Golf & Country Club;
b. Approve a Reimbursement Agreement between the Homeowners at Quail, Inc. homeowners' association and the County of Monterey for monthly PG&E costs associated with the operation of two (2) security cameras to be installed on County-owned streetlights; and
c. Authorize the Director of Public Works, Facilities, & Parks or Designee to execute the two (2) Agreements.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve an Agreement between Pacific Gas & Electric Company (PG&E) and the County of Monterey for Unmetered Low Wattage Equipment Connected to PG&E-owned Street Light Facilities to allow for the installation of security cameras on County-owned street lights located in County Service Area 25-Carmel Valley Golf & Country Club;
b. Approve a Reimbursement Agreement between the Homeowners at Quail, Inc. homeowners' association and the County of Monterey for monthly PG&E costs associated with the operation of two (2) security cameras to be installed on County-owned streetlights; and
c. Authorize the Director of Public Works, Facilities, & Parks or Designee to execute the two (2) Agreements.

SUMMARY/DISCUSSION:
Representatives from the Homeowners at Quail, Inc. homeowners' association (HOA) have requested the installation of security cameras on two (2) existing Pacific Gas & Electric Company (PG&E) streetlights located within the jurisdictional boundaries of County Service Area 25-Carmel Valley Golf & Country Club (CSA 25). The streetlights are owned by the County and funded by property tax revenue generated from CSA 25 property owners. Members of the HOA have contracted with SurveillanceGrid Integration, Inc. (HOA's vendor) for the purchase and installation of the security cameras. The cameras shall be used for increased security within the CSA 25 area.

The HOA will be responsible for all costs associated with the installation and maintenance of the cameras. Once the cameras are installed, PG&E shall provide unmetered electric service to the cameras at each location and billing of fixed usage shall be based on the documented average consumption of the equipment. To move forward with the project, PG&E requires that the County enter into an Agreement for Unmetered Low Wattage Equipment Connected to PG&E-Owned Street

Light Facilities (Attachment A) to allow the HOA's vendor to install the cameras. After installation, CSA 25 shall be billed monthly for fixed electrical usage necessary to operate the two (2) cameras. The estimated monthly PG&E electricity cost to power the two (2) cameras is $15 per month. The County shall enter into a Reimbursement Agreement with the HOA (Attachment B), which requires full reimbursement of monthly PG&E charges, including any rate increases that may occur over time. Attachment C depicts the location of CSA 25.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved the Agreement for Unmetered Low Wattage Equipment Connected to PG&E Street Light Facilities between PG&E and the County (Attachment A) and the Reimbursement Agreement between the County and the HOA (Attachment B) as to form.

FINANCING:
The estimated monthly PG&E electricity charge to power the two (2) cameras is $15 per month. The full cost of service shall be reimbursed by the HOA, resulting in no impact to the County or CSA 25 budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
If approved, the recommended action supports the Board of Supervisors Public Safety Strategic Initiative. Installation of security cameras will provide for increased security in the CSA 25 community.

___ Economic Development
___ Administration
___ Health & Human Services
___ Infrastructure
_X_ Public Safety

Prepared by: Lynette Redman, Management Analyst III (831)796-6038
Reviewed by: Shawne Ellerbee, Assistant Director of Public Works, Facilities, & Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

Attachments:
Attachment A-Agreement for Unmetered Low Wattage Equipment Connected to PGE-Owned Street Light Facilities
Attachment B-HOA Reimbursement Agreement
Attachment C-CSA 25 LAFCO Location Map
(Attachments are on file with the Clerk of the Board)

Attachment A

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Pacific Gas and Electric Company

DISTRIBUTION

- ☐ Customer
- ☐ Division,
- ☐ Records Processing (Original)

REFERENCES

PM#:_____

BD#:_____

SA#:_____

NOTIF: 119769345

AGREEMENT FOR UNMETERED LOW WATTAGE EQUIPMENT CONNECTED TO PGE-OWNED STREET LIGHT FACILITIES

This Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned Street Light Facilities ("Agreement") between (the "Customer") and Pacific Gas and Electric Company (the "Company") is to establish and govern the provisions of unmetered electric service provided by the Company for such low wattage equipment described in the Attachment A to this Agreement.

A. WHEREAS, such low wattage equipment will be owned operated and/or maintained either by Customer or by a third party acting on Customer's behalf or by third party having a business relationship with the Customer; and

B. WHEREAS, Customer intends to attach and energize such equipment to Customer-Owned street light facilities at various locations in its jurisdiction and within the Company's service territory, with the exception of Series street light circuits served above 480 volts; and

C. WHEREAS, in the Company's opinion, it would be impractical to install electric meters at the requested locations and for such equipment installed subject to this Agreement; and

D. WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from Manufacturer's specifications and operating characteristics of the Customer where the load is 24 hour constant and of one hundred fifty (150) watts or less rated or average consumption on any one street light circuit; and

E. WHEREAS, pursuant to the Company's Electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service for Customer's equipment in accordance with the following terms and conditions.

NOW, THEREFORE, in consideration of the terms, and covenants contained herein, Customer and Company hereby agree as follows:

1. Customer's use of the street light facilities and the equipment that is the subject of this Agreement are identified in the data sheets set forth in Attachment A (the "Equipment"). The Equipment will be installed by Customer on Customer-owned street light facilities with an energy connection on the Customer-owned street light or circuit wire. Each location will be grouped in a specific account, separate from the street light account, identified by either the city or unincorporated county where the Equipment is located for proper billing and accounting. The energy account will be billed on the Company's regular monthly billing cycle for unmetered loads. Billing of fixed usage shall be at the amount indicated in Paragraph 2.

2. Each piece of Equipment will be billed on Schedule A-1 or B-1- Small General Service with an appropriate single customer charge for the grouped account.

   a. Customer shall provide the Company with the Manufacturer's documentation on Equipment rating, documented average consumption and other information necessary to for Company to determine applicability to this Agreement prior to

installation of Equipment. Attachment A documents the specific Equipment and the kilowatt hours (kWh) to be billed at each location.

3. The Energy charge is based on the monthly kWh calculated from the documentation provided by the customer based on watt rating, multiplied by 731 hours per month (for 24-hour continuous usage).

4. Pursuant to Section D of the Company's electric Rule 3, Customer shall furnish the Company with information, in a format acceptable to the Company, which verifies the number and location of all Equipment at each service location and reflecting the net result of any installations and removals. The information to be reported is described in Attachment B. The information shall be provided initially ten (10) days after the first month of installations and on the first business day of January, April, July and October thereafter. Each piece of Equipment shall be marked with its own identifying number or code acceptable for input into Company's billing system. Equipment ownership shall be identifiable from the ground for auditing purposes. The Company may require that Customer, at the Customer's sole expense, affix or install a Radio Frequency Identification Device (RFID), specified or provided by the Company, for inventory verification purposes.

5. If it is determined that electrical load is connected that has not been accurately reported to the Company by Customer, such load will be billed in accordance with electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the otherwise full applicable tariff charges for such electrical load, calculated in accordance with Paragraph 3, above. The Company reserves the right to field or bench test Equipment to verify the inputs described in documentation provided in Paragraph 2.a, above.

6. Auditing may be conducted at the Company's sole discretion. Auditing may commence following the first anniversary of the effective date of this Agreement (as defined below). The audit will be conducted by an independent auditor selected by the Company. The cost of the audit shall be at the sole expense of the Customer. Customer will provide a complete and accurate inventory and other information as required in Paragraph 4 and in Attachment B. Customer shall provide access to the Equipment and provide assistance to the Company and its auditor to accomplish the audit, including, without limitation, identifying, locating and accessing the Equipment. The Company shall have the right to collect all costs associated with any additional work, including but not limited to, field verification or auditing of devices, bench testing, field amp reads, calculations of loads not required with meter reads, that would otherwise not be incurred in serving metered facilities.

7. Customer acknowledges that in the event that Customer arranges for a third party to manage the energy bill payment for this Agreement or authorizes the attachment of the Equipment owned or maintained by a third party, Customer remains ultimately responsible for energy payment and other conditions of this Agreement as the owner of the unmetered street light or street light circuit providing power to the unmetered Equipment connected under this Agreement. The absence of a meter does not relieve this responsibility for energy connections on the Customer's unmetered street light or street light circuit. In addition, Customer acknowledges that any interruptions in service caused by operation of the Customer's street light or street light circuit are not the responsibility of the Company. Under the Company's Approved Tariffs, Company is responsible up to the Service Delivery point for the Customer's street light system.

8. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the Company's facilities or facilities of any third party by Customer.

9. Except as specifically provided otherwise herein, service furnished in accordance with this Agreement shall be subject to Company's applicable tariffs on file with the California Public Utilities Commission ("Commission"). This Agreement shall at times be subject to changes or modification by the Commission as said Commission may, from time, to time direct in the exercise of its jurisdiction.

10. The Equipment subject to this Agreement shall be installed, maintained and operated at all times in accordance with all applicable laws, rules and regulations of any governmental authority with jurisdiction, including Commission's General Order 95 (collectively "Laws"). Customer shall be responsible to correct all identified violations of Laws and all identified deviations from Company design standards or requirements. Where the Company makes corrections, Customer shall be responsible for all costs for the Company to remedy any notices of violation or infractions imposed on the Company as a result of the Customer's installation or operation of the Equipment, including, without limitation, any infractions under the Commission's General Order 95. Except when otherwise required by the Laws or in the event that the Company determines that the violation, deviation or infraction caused by the Equipment poses a threat to the public or utility worker(s) or that the installed Equipment adversely impacts service reliability, asset life or the safe operation of Company facilities, prior to the Company remedying such violation, deviation or infraction, the Company will give the Customer written notice and the opportunity to remedy the same. If the Customer fails to correct the violation, deviation or infraction within thirty (30) days of such notice, the Company may, but shall not be obligated to, remedy such violation, deviation or infraction.

11. Where the Company determines that the Equipment loads require changes to Company's serving facilities, or where rearrangements are required as a result of the added loads, all such modifications must be performed prior to connection of the Equipment and Customer shall be responsible for all costs associated with the work. Customer shall be financially responsible for any damage to Company facilities resulting from Equipment loads added prior to completion of any required work. Either the Company or Customer may determine that facility modifications are not practical or cost effective for specific locations, in which case service will be provided under Company's approved Tariffs and either an Agreement for Unmetered Electrical Service, form 79-972, or metering may be required.

12. This Agreement shall remain in effect until terminated. This Agreement may be terminated upon forty-five (45) days prior written notice: a) by either party, which shall result in termination of service; or b) by Company upon Customer's default of any of the stated terms, agreements, covenants, conditions and provisions of this Agreement or non-conformance with Company's other applicable tariffs. Any notice for termination of this Agreement for default shall specify the nature of the default. Customer may utilize the forty-five (45) days from issuance of such notice to cure the specified default (or in the event of a default which requires in excess of forty-five (45) days to cure, such additional time as is approved in writing by the Company). Timely cure of a specified default will avoid termination for that default. Customer expressly acknowledges that the Company shall not be liable for any costs, expenses, damages, claims or the like caused by or arising out of the Company's termination of this Agreement, including but not limited to any rearrangement, relocation, removal or disconnection expenses. Company may continue to provide service to Customer's Equipment provided that a) a subsequent

executed superseding agreement governing the terms of unmetered service has gone into effect prior to the termination of this Agreement; or b) a meter has been installed and the service has been transferred to metered status

13. The Company may at a later date, upon ninety (90) days prior written notice, require metering of new, existing, additional, rearranged or relocated equipment that would otherwise register on its metering devices with then available practical technology, and decline to provide or continue providing unmetered service.

14. Nothing in this Agreement shall preclude the Company from requesting authority from the Commission to implement an electric tariff for unmetered service. If an unmetered electric service tariff is approved for the Company, it shall apply to Customer's installations under this Agreement.

15. The Company is authorized to modify the form of Attachment A and B at its sole discretion and at any time require additional reasonable information from Customer for the purpose of this Agreement, including without limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.

16. All notices required herein shall be given in writing and delivered personally, by United States Postal Service or other nationally recognized courier service to the appropriate address below. Addresses may be changed by the Company or Customer as business needs change.

Customer:	County of Monterey Public Works, Facilities & Parks	**Pacific Gas and Electric Company**
Address:	1441 Schilling Place	Billing Revenue & Records
	2nd Floor South	P.O. Box 8239
	Salinas, CA 93901-4527	Stockton, CA 95208
Attention:	Accounts Payable	Attn. Unmetered Electric Usage

Customer's bill shall be mailed to the address listed below.

Billing Name: County of Monterey
County Service Area 25

Address: 1441 Schilling Place
2nd Floor South

Salinas, CA 93901-4527

Attention: Accounts Payable

17. The waiver by either Party of any default in the performance, or failure to insist on strict performance, by the other or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.

18. Customer may, with the Company's written consent, assign this Agreement if the assignee 1) acquires all of Customer's interest in the Equipment and the associated street light facilities; and 2) agrees in writing to perform Customer's obligations. Such assignment will be deemed to include, unless otherwise specified therein, all of the

Customer's rights to any refunds which might become due upon discontinuance of service contracted. Customer remains liable for any charges until such time this Agreement is terminated or assigned.

19. Upon termination of this Agreement, Customer shall promptly remove or disconnect its Equipment from the street light facilities. Should Customer fail to disconnect or remove its Equipment from the streetlight facilities within one hundred and twenty (120) days of the termination date, the Company shall have the right to bill for energy to such Equipment in accordance with electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the standard applicable charges for such electrical load, calculated in accordance with Paragraphs 2 and 3, above. Continued energy use beyond the termination date is a violation of Company's tariffs as approved by the Commission.

20. Customer shall indemnify and hold harmless Company, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to employees of Company, Customer or any third party, or from loss, destruction or damage to property, including but not limited to property of Company, Customer, or any third party, arising out of or in any way connected with the performance of this Agreement, however caused, except to the extent caused by the active negligence or willful misconduct of Company, its officers, agents and employees. Customer will, on Company's request, defend any suit asserting a claim covered by this indemnity. Customer will pay all costs that may be incurred by Company in enforcing this indemnity, including reasonable attorneys' fees.

21. This Agreement shall supersede existing letters of understanding, agreements and contracts, whether verbal or written, for the provision of unmetered services to the Equipment.

APPROVED:

This agreement is effective when accepted and executed by PG&E.

County of Monterey Public Works, Facilities & Parks	**PACIFIC GAS AND ELECTRIC COMPANY**
Customer/Company	
Randell Ishii, M.S., P.E., P.T.O.E.,	**Travis Maytubby**
Authorized by (Print)	Authorized by (Print)
	Travis Maytubby
Signature	Signature
Director, Public Works, Facilities & Parks	**Electrical Estimator**
Title	Title
	9/28/2020
Date	Date

Pacific Gas and Electric Company

DISTRIBUTION:	REFERENCES:	
☐ Billing Revenue and Records (Original)	Date of Agreement:	9/28/2020
☐ Service Planning (Copy)	Date of Attachment:	
☐ Customer (Copy)	PM #:	
	SA #:	
	NOTIF:	119769345

Attachment A to Agreement for Unmetered Services, Form 79-972*

Applicant:
Address:

Billing Name:
Address (if different from mailing):

Equipment billing information (to be completed by Pacific Gas and Electric Company)

Manufacturer/model or series: see Camera Worksheet Attachment B

Equipment type*: see Camera Worksheet Attachment B

**Use only one Attachment A per Equipment type*

Basic calculation for monthly kiloWatt hours (kWh) rounded to the nearest whole kWh for billing.
((Nominal voltage x Amps) /1000) x hours of operation
Use 731 hours for 24 hour load, or 335 hours for 11 hour photo controlled load.

Adjust Amps as needed when Average Documented Consumption is used in place of full rated amps for proper kWh billing.

Rate schedule	Nominal volts	Amps	Operating hours	*kWh/Mo billing*
A1	120V		731	

Applicant must provide the following:

- Equipment model, type and unit identification number
- Input ratings in amps, nominal volts or documented average consumption
- Description of apparatus, if any, which controls hours of equipment operation, photo control or other operating characteristics including range of efficiency rating, selectable range of voltages, and any other information deemed necessary by Pacific Gas and Electric Company to accurately establish billing amounts.

Additional documentation and attachments as required by Pacific Gas and Electric Company:

- *Pursuant to paragraphs 2a and 4 of the Agreement, for billing reporting, information required includes, but is not limited to:*
- Equipment location (e.g., Street light number, GPS coordinate or other acceptable identification)
- Notification of tax exemptions which apply to the provisions of service under this Agreement

Provide the following when requesting service through Pacific Gas and Electric Company local offices

- A copy of the Agreement and Attachments for Unmetered Services
- Necessary infromation to complete an Electric Rule 3 request for service if required.

* "Automated Document, Preliminary Statement, Part A".

Attachment B to Unmetered Agreement for Electrical Service

Form 79-972

#	1				2			
PROJECT ID	Valley Greens Drive @ Valley Knoll Rd				Valley Green Drive @ Lake Place			
SA#	PGE				PGE			
INSTALLED	No				No			
POLE ID	5336				3580			
ADDRESS	Valley Green RD				Valley Greens RD			
CROSS STREET	Valley Knoll Rd				Lake Place			
ZIP	93923				93923			
LATITUDE	36°32'0.68"N				36°31'50.52"N			
LONGITUDE	121°52'5.80"W				121°51'15.98"W			
EQUIPMENT								
VENDOR	CradlePoint	AXIS	AXIS	PLANET	CradlePoint	AXIS	AXIS	PLANET
MODEL	IBR900	Q1700	Q1798	WGS-804	IBR900	Q1700	Q1798	WGS-804
DESC	Cellular Modem	2MP LP Camera	2MP LP Camera	Switch	Cellular Modem	2MP LP Camera	2MP LP Camera	Switch
QTY	1	1	1	1	1	1	1	1
KWH	6.25	7.7	13.3	3	6.25	7.7	13.3	3
KWH TOTAL	6.25	7.7	13.3	3	6.25	7.7	13.3	3

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Attachment B

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REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (Agreement) is entered into between the County of Monterey, a political subdivision of the State of California ("County") and the Homeowners at Quail, Inc. (collectively referred to as "the parties") and is effective as of the last date opposite the respective signatures below.

RECITALS

WHEREAS, the streetlights located within County Service Area 25-Carmel Valley Golf and Country Club ("CSA 25") are owned by the County; and

WHEREAS, the Homeowners at Quail, Inc., a homeowner's association (HOA) has requested permission for security cameras to be installed on two (2) of the street lights within the jurisdictional boundaries of CSA 25; and

WHEREAS, the security cameras will be energized by electricity supplied by the County owned street lights; and

WHEREAS, the County will enter into an "Agreement for Unmetered Low Wattage Equipment Connected to Pacific Gas and Electric Company ("PG&E") Owned Street Light Facilities" ("PG&E Agreement") between the County and PG&E and shall be financially responsible for monthly PG&E charges required to energize the two (2) cameras;

WHEREAS, the cost for PG&E charges required to energize the two (2) cameras is estimated at $15.00 per month;

WHEREAS, the HOA shall reimburse the County for monthly PG&E charges incurred by the County to energize the two (2) street lights;

NOW, THEREFORE,

1. HOA does hereby accept all financial responsibility for PG&E costs associated with energizing the two (2) cameras installed on County-owned streetlights and shall reimburse the County for all PG&E charges.

2. HOA shall reimburse the County for all PG&E charges for the two (2) cameras on a monthly basis. Said reimbursement shall be due to the County upon the HOA's receipt of monthly invoices and shall be paid within 30 days of the date of said invoice or HOA's receipt of said invoice, whichever date occurs later. In the event an invoice is not generated by the County, the HOA shall reimburse County no later than the 30th day of the month for charges applicable to the preceding month.

3. HOA shall be responsible for any future PG&E rate increases as applicable to the two (2) cameras as said rate increases occur.

4. The recitals set forth above are incorporated into this Agreement.

5. The PG&E Agreement referenced above is incorporated into this Agreement.

6. This Agreement constitutes the entire Agreement between the parties. Any amendment must be made in writing and signed by the parties, or their respective successors or assigns.

7. Separate facsimile counterparts may be executed by the parties with the same effect as if executed at the end hereof and shall be effective as to all signatories. Signatures by facsimile shall be deemed of equal merit as original signatures. This Agreement with any and all of its counterparts shall constitute one and the same Agreement.

8. The signatories to this Agreement warrant and represent that they are authorized to execute this Agreement on behalf of the respective parties.

9. The signatories to this Agreement warrant and represent that they have sought, or have had the opportunity to seek, the advice of their respective legal counsel.

The parties have executed this Agreement by their duly authorized officers as of the last date opposite the respective signatures below.

County of Monterey (COUNTY)

By: _____
Randell Y. Ishii, MS, PE, TE, PTOE
Director of Public Works, Facilities, and Parks

Date: _____

Approved as to Form

Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Mary Grace Perry
Deputy County Counsel

Date: _____

Homeowners at Quail, Inc. (HOA)

By: _____
Steve Schloss, President

Date: _____

And By: _____

Name: _____

Title: _____
(Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer [CFO])

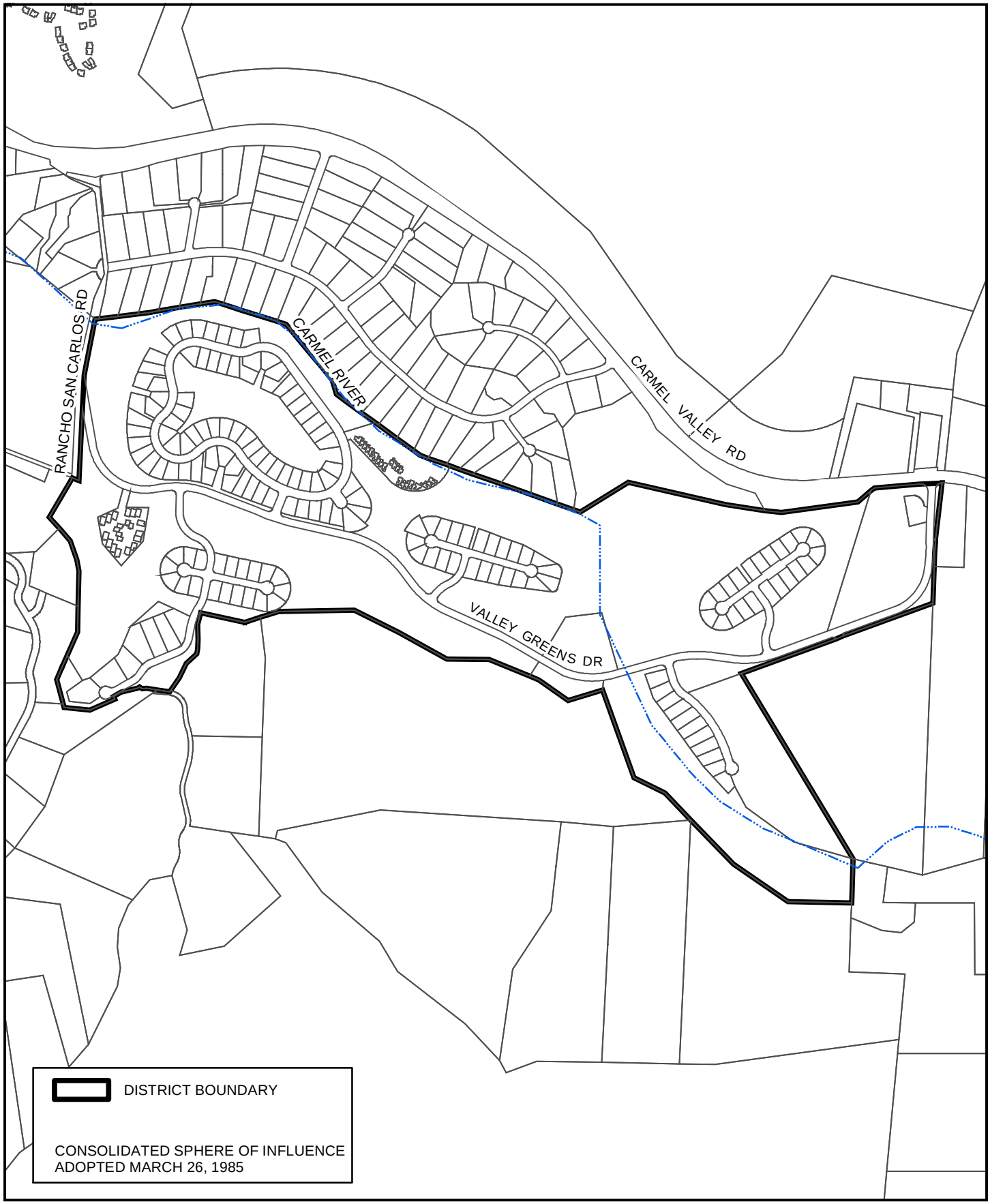
Date: _____

Approved as to Form

By: _____

Name: _____
HOA Counsel

Date: _____



LAFCO *of Monterey County*

LOCAL AGENCY FORMATION COMMISSION

P.O. Box 1369
Salinas, CA 93902
Telephone (831) 754-5838

132 W. Gabilan St., Suite 102
Salinas, CA 93901
Fax (831) 754-5831

N W E S

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Feet

SPECIAL DISTRICTS

COUNTY SERVICE AREA # 25

CARMEL VALLEY GOLF & COUNTRY CLUB

Monterey County
Board of Supervisors

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

Board Order

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

Agreement No.: A-15103
a. Approve an Agreement between Pacific Gas & Electric Company (PG&E) and the County of Monterey for Unmetered Low Wattage Equipment Connected to PG&E-owned Street Light Facilities to allow for the installation of security cameras on County-owned streetlights located in County Service Area 25-Carmel Valley Golf & Country Club;
b. Approve a Reimbursement Agreement between the Homeowners at Quail, Inc. homeowners' association and the County of Monterey for monthly PG&E costs associated with the operation of two (2) security cameras to be installed on County-owned streetlights; and
c. Authorize the Director of Public Works, Facilities, & Parks or Designee to execute the two (2) Agreements.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: A 21-026
Agenda Item No.: 51

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

Julian Lorenzana, Deputy

Monterey County

Board Report

Legistar File Number: RES 20-216

Item No.52

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

December 08, 2020

Introduced: 11/20/2020

Current Status: RMA Administration - Consent

Version: 1

Matter Type: BoS Resolution

~~Adopt a Resolution to:~~
~~a. Re-declare identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods located near the City of Carmel as surplus real property and no longer needed for County or public purposes;~~
~~b. Direct the Department of Public Works, Facilities, & Parks to publish a Notice of Intention to Sell Surplus Property for the identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods per Government Code section 25526;~~
~~c. Find that all remnant lane sales are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15312 Surplus Government Property Sales;~~
~~d. Delegate the Contracts/Purchasing Officer the authority to execute final Offers and Agreements to Purchase Real Property, Quitclaim Deeds, and other necessary transfer documents to complete present and future surplus remnant lane sales not exceeding $25,000 for a period of five (5) years, pursuant to Government Code section 25526.5; and~~
~~e. Direct the Housing and Community Development Department to issue a certificate of compliance for a legal lot line adjustment within thirty (30) days of a completed remnant lane sale to expedite the legal lot line adjustment process as an incentive for neighboring property owners to purchase a remnant lane.~~ (REMOVED VIA SUPPLEMENTAL)

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution to:
a. Re-declare identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods located near the City of Carmel as surplus real property and no longer needed for County or public purposes;
b. Direct the Department of Public Works, Facilities, & Parks to publish a Notice of Intention to Sell Surplus Property for the identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods per Government Code section 25526;
c. Find that all remnant lane sales are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15312 Surplus Government Property Sales;
d. Delegate to the Contracts/Purchasing Officer the authority to execute final Offers and Agreements to Purchase Real Property, Quitclaim Deeds, and other necessary transfer documents to complete present and future surplus remnant lane sales not exceeding $25,000 for a period of five (5) years, pursuant to Government Code section 25526.5; and
e. Direct the Housing and Community Development Department to issue a certificate of compliance for a legal lot line adjustment within thirty (30) days of a completed remnant lane sale to expedite the legal lot line adjustment process as an incentive for neighboring property owners to purchase a

remnant lane.

SUMMARY/DISCUSSION:
Government Code Section 25526.5 authorizes the Board of Supervisors to sell land with a value not exceeding $25,000 declared surplus property and no longer necessary for County or public purposes in the manner and upon the terms and conditions it determines without complying with other sections of the Government Code. The Board initially authorized the Contracts/Purchasing Officer to conduct sales of remnant lane sections in the unincorporated areas of Hatton Fields and Carmel Woods located near the City of Carmel from 2004 through 2009. Since that initial bid offering, property owners in the Carmel Woods and Hatton Fields subdivisions have expressed interest in acquiring available remnant lane sections (surplus land) located adjacent to their properties (Attachment A-Location Map). Attachment B provides a listing of remnant lane sections available for sale within the Carmel Woods and Hatton Fields subdivisions. It is to the County's advantage to sell surplus lands to reduce annual maintenance requirements and costs for unneeded surplus land. Due to changes in the real estate market and to comply with California Constitution Article 16, section 6, which prohibits the County from making a "gift" of anything to a private group or person, a certified appraiser was engaged to establish a new appraisal price of the surplus lands. The identified surplus land's minimum value is based on a price per square foot determined by its perceived usefulness and utility. Based on the recent appraisal report and determination of value, each remnant lane section is valued at $2, $5, or $8 per square foot.

If approved by the Board, the sale process will provide adjacent property owners the right-of-first-refusal to acquire their neighboring remnant lane section, none of which are stand-alone developable parcels, as they likely have the highest utility and use for them. This would also allay any concerns of the Hatton Field and Carmel Woods property owners about the potential of abnormal and inconsistent development. The buyer of the surplus land will purchase the property "as-is" and assume all associated costs to complete the sale, including, but not limited to: survey costs, closing costs, lot line adjustment fees, and deed recordation costs. The final purchase price of the surplus land is determined when its actual square footage is verified by a licensed surveyor, engaged and paid for by the buyer. Net sale proceeds will provide a one-time revenue increase to PWFP General Fund, Budget Unit 8176, when a sale is finalized. PWFP-Real Property will coordinate the transaction process. The Contracts/Purchasing Officer, as authorized by the Board, will execute final Offers and Agreements to Purchase Real Property, Quitclaim Deeds, and other necessary transfer documents to complete surplus land sales not exceeding $25,000. Attachments C and D, respectively, provide a sample Offer and Agreement to Purchase Real Property and sample Quitclaim Deed for use with the proposed sales.

The sale of surplus land is exempt from CEQA pursuant to CEQA Guidelines section 15312 pertaining to surplus government property sales.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel-Risk Manager reviewed and approved the Sample Offer and Agreement to Purchase Real Property and Sample Quitclaim Deed as to form. Upon approval, the Contracts/Purchasing Officer will execute Offers and Agreements to Purchase Real Property, Quitclaim Deeds, and other necessary transfer documents to complete a sale. As an incentive for

neighboring property owners to purchase surplus land, HCD will expedite the legal lot line adjustment process, to the extent possible, and issue a certificate of compliance for a legal lot line adjustment within thirty (30) days of a completed sale.

FINANCING:
Staff time to prepare this report and attachments is included in Fiscal Year 2020-21 Adopted Budget, Fund 001, Appropriation Unit RMA006; however, the cost of appraising the surplus land, estimated at $8,250 was not. Staff is not requesting any budget modification currently. Should the need arise where an adjustment is needed based on the above actions, staff will return to the Board via the Budget Committee to request an increase to appropriations and/or revenue. All funds provided by homeowners during the purchase transaction of a remnant lane section will be handled by PWFP in conjunction with HCD. Annual cost for maintaining the subject remnant lanes is funded in Fiscal Year 2020-21 Road Fund 002, Appropriation Unit RMA012. At times, unplanned costs associated with unanticipated maintenance needs or for removal of downed trees is significant. As surplus land is sold, annual routine maintenance costs will be reduced negligibly; significant unanticipated maintenance costs associated with the surplus lanes will be eliminated.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
If approved, this action supports the Board of Supervisors' Strategic Initiatives for Economic Development and Infrastructure. The addition of surplus remnant lane sections to adjacent homeowners' properties adds value to the properties through increased lot size and could potentially create an opportunity to expand existing homes, which in turn, would increase the property tax base. Conveying a remnant lane to neighboring homeowners encourages consistent development within the area and lowers the County's ongoing annual maintenance costs.

X Economic Development
___ Administration
___ Health & Human Services
X Infrastructure
___ Public Safety

Prepared by: Ivo N. Basor, Management Analyst I (831) 796-6427
Reviewed by: Lindsay Lerable, Chief of Facilities
Approved by: Randell Ishii, MS, PE, PTOE, Director of Public Works, Facilities, & Parks

Attachments:
Attachment A-Location Map
Attachment B-Listing of Remnant Lane Sections For Sale
Attachment C-Sample Offer and Agreement to Purchase Real Property
Attachment D-Sample Quitclaim Deed
Attachment E-Draft Resolution
(Attachments are on file with the Clerk of the Board)

cc: Director of Housing and Community Development Department Carl P. Holm, AICP

Monterey County

Board Report

Legistar File Number: RES 20-216

Item No.

Board of Supervisors Chambers

168 W. Alisal St., 1st Floor
Salinas, CA 93901

December 08, 2020

Introduced: 11/20/2020

Version: 1

Current Status: Agenda Ready

Matter Type: General Agenda Item

Adopt a Resolution to:
a. Re-declare identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods located near the City of Carmel as surplus real property and no longer needed for County or public purposes;
b. Direct the Department of Public Works, Facilities, & Parks to publish a Notice of Intention to Sell Surplus Property for the identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods per Government Code section 25526;
c. Find that all remnant lane sales are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15312 Surplus Government Property Sales;
d. Delegate the Contracts/Purchasing Officer the authority to execute final Offers and Agreements to Purchase Real Property, Quitclaim Deeds, and other necessary transfer documents to complete present and future surplus remnant lane sales not exceeding $25,000 for a period of five (5) years, pursuant to Government Code section 25526.5; and
e. Direct the Housing and Community Development Department to issue a certificate of compliance for a legal lot line adjustment within thirty (30) days of a completed remnant lane sale to expedite the legal lot line adjustment process as an incentive for neighboring property owners to purchase a remnant lane.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution to:
a. Re-declare identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods located near the City of Carmel as surplus real property and no longer needed for County or public purposes;
b. Direct the Department of Public Works, Facilities, & Parks to publish a Notice of Intention to Sell Surplus Property for the identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods per Government Code section 25526;
c. Find that all remnant lane sales are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15312 Surplus Government Property Sales;
d. Delegate to the Contracts/Purchasing Officer the authority to execute final Offers and Agreements to Purchase Real Property, Quitclaim Deeds, and other necessary transfer documents to complete present and future surplus remnant lane sales not exceeding $25,000 for a period of five (5) years, pursuant to Government Code section 25526.5; and
e. Direct the Housing and Community Development Department to issue a certificate of compliance for a legal lot line adjustment within thirty (30) days of a completed remnant lane sale to expedite the legal lot line adjustment process as an incentive for neighboring property owners to purchase a remnant lane.

SUMMARY/DISCUSSION:
Government Code Section 25526.5 authorizes the Board of Supervisors to sell land with a value not exceeding $25,000 declared surplus property and no longer necessary for County or public purposes in the manner and upon the terms and conditions it determines without complying with other sections of the Government Code. The Board initially authorized the Contracts/Purchasing Officer to conduct sales of remnant lane sections in the unincorporated areas of Hatton Fields and Carmel Woods located near the City of Carmel from 2004 through 2009. Since that initial bid offering, property owners in the Carmel Woods and Hatton Fields subdivisions have expressed interest in acquiring available remnant lane sections (surplus land) located adjacent to their properties (Attachment A-Location Map). Attachment B provides a listing of remnant lane sections available for sale within the Carmel Woods and Hatton Fields subdivisions. It is to the County's advantage to sell surplus lands to reduce annual maintenance requirements and costs for unneeded surplus land. Due to changes in the real estate market and to comply with California Constitution Article 16, section 6, which prohibits the County from making a "gift" of anything to a private group or person, a certified appraiser was engaged to establish a new appraisal price of the surplus lands. The identified surplus land's minimum value is based on a price per square foot determined by its perceived usefulness and utility. Based on the recent appraisal report and determination of value, each remnant lane section is valued at $2, $5, or $8 per square foot.

If approved by the Board, the sale process will provide adjacent property owners the right-of-first-refusal to acquire their neighboring remnant lane section, none of which are stand-alone developable parcels, as they likely have the highest utility and use for them. This would also allay any concerns of the Hatton Field and Carmel Woods property owners about the potential of abnormal and inconsistent development. The buyer of the surplus land will purchase the property "as-is" and assume all associated costs to complete the sale, including, but not limited to: survey costs, closing costs, lot line adjustment fees, and deed recordation costs. The final purchase price of the surplus land is determined when its actual square footage is verified by a licensed surveyor, engaged and paid for by the buyer. Net sale proceeds will provide a one-time revenue increase to PWFP General Fund, Budget Unit 8176, when a sale is finalized. PWFP-Real Property will coordinate the transaction process. The Contracts/Purchasing Officer, as authorized by the Board, will execute final Offers and Agreements to Purchase Real Property, Quitclaim Deeds, and other necessary transfer documents to complete surplus land sales not exceeding $25,000. Attachments C and D, respectively, provide a sample Offer and Agreement to Purchase Real Property and sample Quitclaim Deed for use with the proposed sales.

The sale of surplus land is exempt from CEQA pursuant to CEQA Guidelines section 15312 pertaining to surplus government property sales.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel-Risk Manager reviewed and approved the Sample Offer and Agreement to Purchase Real Property and Sample Quitclaim Deed as to form. Upon approval, the Contracts/Purchasing Officer will execute Offers and Agreements to Purchase Real Property, Quitclaim Deeds, and other necessary transfer documents to complete a sale. As an incentive for neighboring property owners to purchase surplus land, HCD will expedite the legal lot line adjustment

process, to the extent possible, and issue a certificate of compliance for a legal lot line adjustment within thirty (30) days of a completed sale.

FINANCING:
Staff time to prepare this report and attachments is included in Fiscal Year 2020-21 Adopted Budget, Fund 001, Appropriation Unit RMA006; however, the cost of appraising the surplus land, estimated at $8,250 was not. Staff is not requesting any budget modification currently. Should the need arise where an adjustment is needed based on the above actions, staff will return to the Board via the Budget Committee to request an increase to appropriations and/or revenue. All funds provided by homeowners during the purchase transaction of a remnant lane section will be handled by PWFP in conjunction with HCD. Annual cost for maintaining the subject remnant lanes is funded in Fiscal Year 2020-21 Road Fund 002, Appropriation Unit RMA012. At times, unplanned costs associated with unanticipated maintenance needs or for removal of downed trees is significant. As surplus land is sold, annual routine maintenance costs will be reduced negligibly; significant unanticipated maintenance costs associated with the surplus lanes will be eliminated.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
If approved, this action supports the Board of Supervisors' Strategic Initiatives for Economic Development and Infrastructure. The addition of surplus remnant lane sections to adjacent homeowners' properties adds value to the properties through increased lot size and could potentially create an opportunity to expand existing homes, which in turn, would increase the property tax base. Conveying a remnant lane to neighboring homeowners encourages consistent development within the area and lowers the County's ongoing annual maintenance costs.

X Economic Development
___ Administration
___ Health & Human Services
X Infrastructure
___ Public Safety

Prepared by: Ivo N. Basor, Management Analyst I (831) 796-6427
Reviewed by: Lindsay Lerable, Chief of Facilities
Approved by: Randell Ishii, MS, PE, PTOE, Director of Public Works, Facilities, & Parks

Attachments:
Attachment A-Location Map
Attachment B-Listing of Remnant Lane Sections For Sale
Attachment C-Sample Offer and Agreement to Purchase Real Property
Attachment D-Sample Quitclaim Deed
Attachment E-Draft Resolution
(Attachments are on file with the Clerk of the Board)

cc: Director of Housing and Community Development Department Carl P. Holm, AICP

ATTACHMENT A

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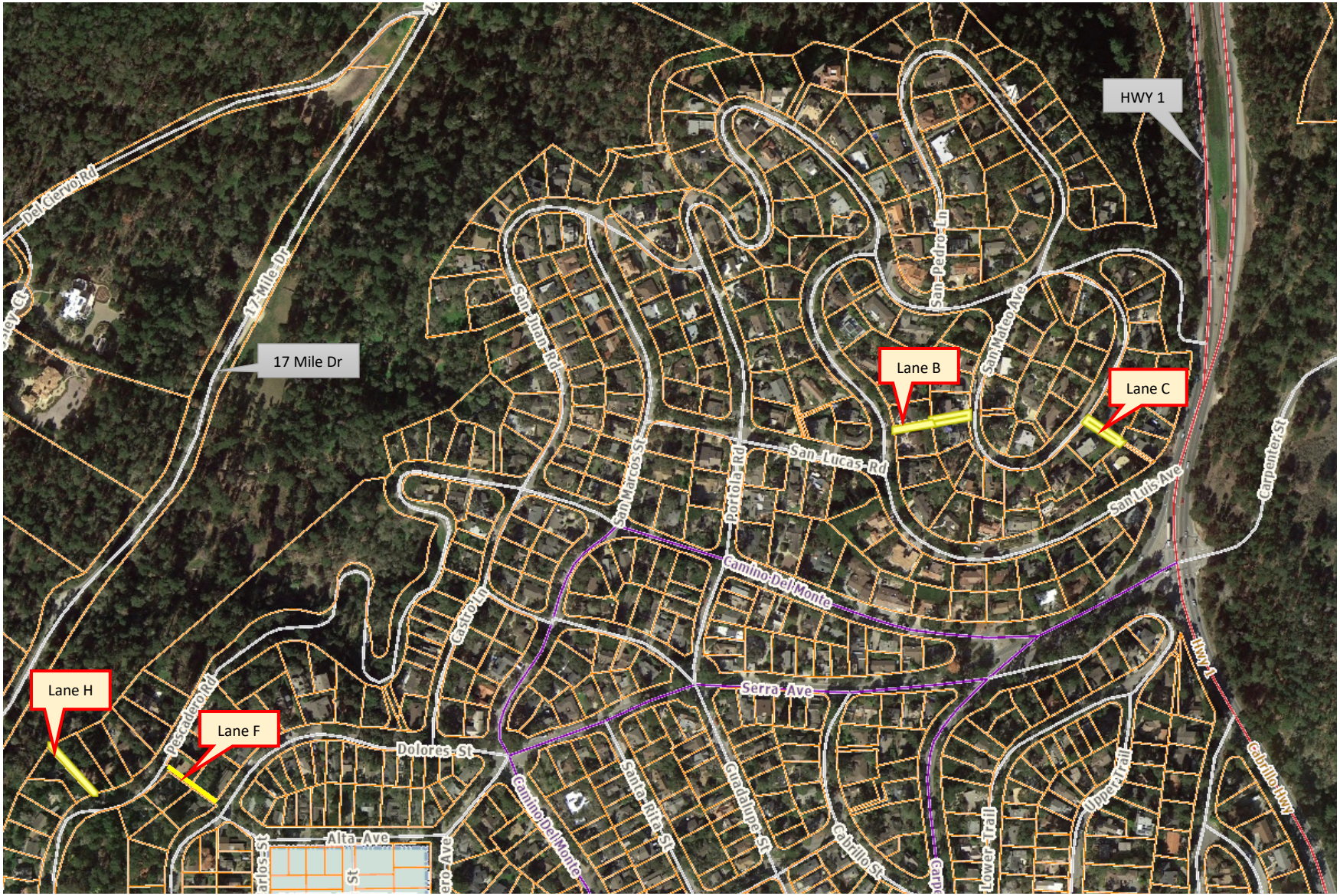
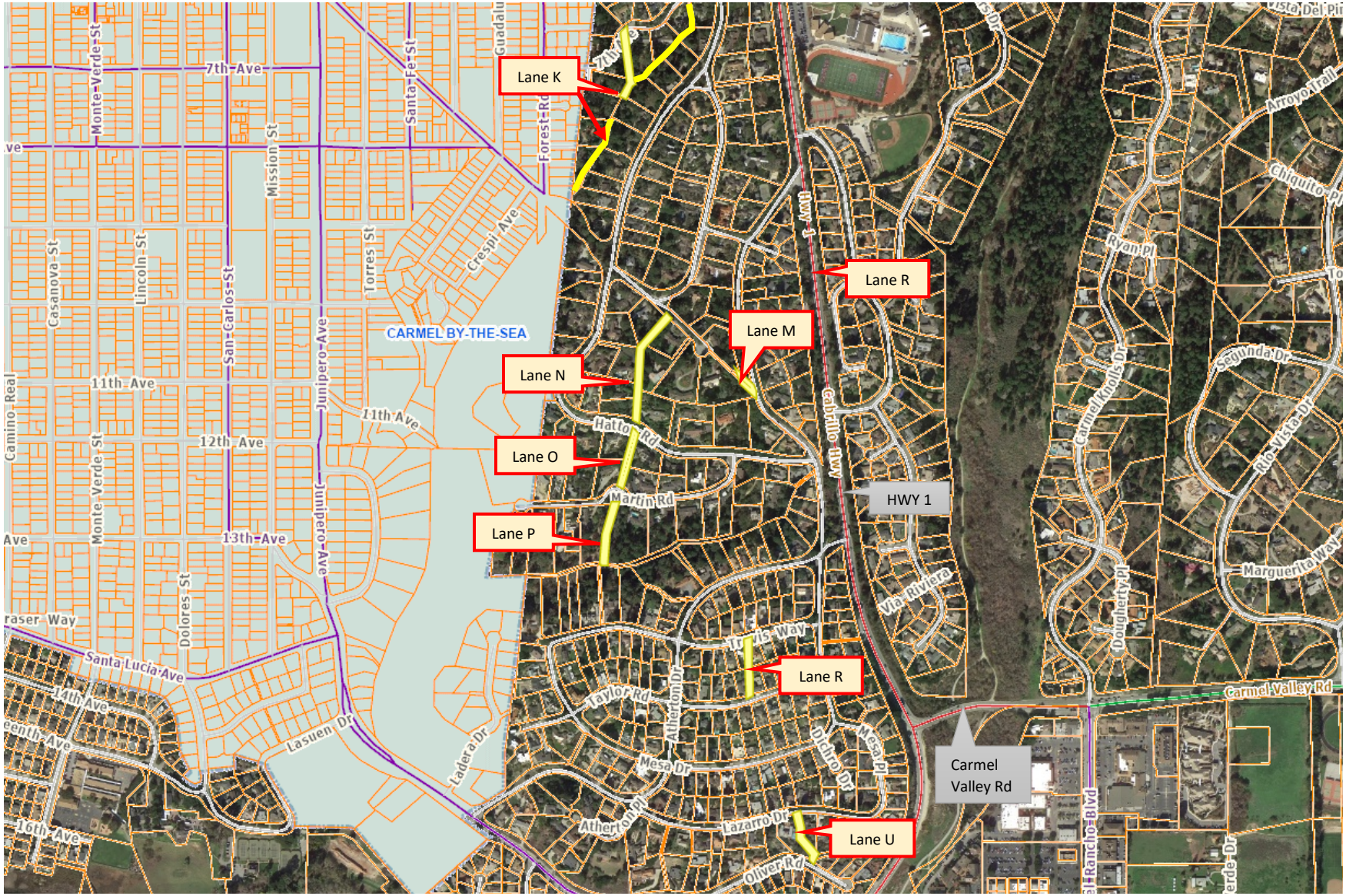
Carmel Woods – Location of Remnant Lane Sections



Hatton Fields – Location of Remnant Lane Sections



Attachment B

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Carmel Woods - List of Remnant Lane Sections for Sale

Book/Page	Lane	Section	Location Description (portion of lane extending between)	Estimated Length	Estimated Width	Estimated Sq. Ft.
009 / 04	B	B1	San Mateo Ave / San Luis Ave	105	7.5	788
009 / 04	B	B2	San Mateo Ave / San Luis Ave	105	7.5	788
009 / 04	B	B4	San Mateo Ave / San Luis Ave	111	7.5	833
009 / 04	C	C3	San Mateo Ave / Highway 1	110	7.5	825
009 / 04	C	C4	San Mateo Ave / Highway 1	110	7.5	825
009 / 11	F	F1	Pescadero Rd / Dolores St	74	7.5	555
009 / 11	F	F2	Pescadero Rd / Dolores St	74	7.5	555
009 / 11	F	F3	Pescadero Rd / Dolores St	84	7.5	630
009 / 11	F	F4	Pescadero Rd / Dolores St	84	7.5	630
009 / 11	H	H1	Pescadero Rd / Del Monte Forest	190	6.0	1,140

Hatton Fields - List of Remnant Lane Sections for Sale

Book/Page	Lane	Section	Location Description (portion of lane extending between)	Estimated Length	Estimated Width	Estimated Sq. Ft.
009 / 19	K	K1	7th Ave / Hatton Rd	190	7.5	1,425
009 / 19	K	K2	7th Ave / Hatton Rd	190	7.5	1,425
009 / 19	K	K3	7th Ave / Hatton Rd	75	7.5	563
009 / 19	K	K4	7th Ave / Hatton Rd	90	7.5	675
009 / 19	K	K5	7th Ave / Hatton Rd	145	7.5	1,088
009 / 19	K	K6	7th Ave / Hatton Rd	130	7.5	975
009 / 19	K	K7	7th Ave / Hatton Rd	60	7.5	450
009 / 19	K	K8	7th Ave / Hatton Rd	60	7.5	450
009 / 19	K	K9	7th Ave / Hatton Rd	287	7.5	2,153
009 / 19	K	K10	7th Ave / Hatton Rd	270	7.5	2,025
009 / 19	K	K11	7th Ave / Hatton Rd	80	7.5	600
009 / 19	K	K12	7th Ave / Hatton Rd	80	7.5	600
009 / 19	K	K13	7th Ave / Hatton Rd	75	7.5	563
009 / 19	K	K14	7th Ave / Hatton Rd	150	7.5	1,125
009 / 19	K	K15	7th Ave / Hatton Rd	70	7.5	525
009 / 20	K	K16	7th Ave / Hatton Rd	210	7.5	1,575
009 / 20	K	K17	7th Ave / Hatton Rd	210	7.5	1,575
009 / 20	K	K22	7th Ave / Hatton Rd	150	7.5	1,125
009 / 20	K	K24	7th Ave / Hatton Rd	155	7.5	1,163
009 / 20	K	K25	7th Ave / Hatton Rd	155	7.5	1,163
009 / 20	K	K26	7th Ave / Hatton Rd	60	7.5	450
009 / 20	K	K27	7th Ave / Hatton Rd	60	7.5	450
009 / 20	K	K28	7th Ave / Hatton Rd	65	7.5	488
009 / 20	K	K29	7th Ave / Hatton Rd	65	7.5	488

Hatton Fields (continued)

Book/Page	Lane	Section	Location Description (portion of lane extending between)	Estimated Length	Estimated Width	Estimated Sq. Ft.
009 / 24	M	M3	Mountain View Ave / Mesa Dr	90	12.5	1,125
009 / 24	M	M4	Mountain View Ave / Mesa Dr	85	12.5	1,063
009 / 24	N	N1	Mountain View Ave / Hatton Rd	230	7.5	1,725
009 / 24	N	N2	Mountain View Ave / Hatton Rd	200	7.5	1,500
009 / 24	N	N3	Mountain View Ave / Hatton Rd	200	7.5	1,500
009 / 24	N	N4	Mountain View Ave / Hatton Rd	230	7.5	1,725
009 / 24	N	N5	Mountain View Ave / Hatton Rd	80	7.5	600
009 / 24	N	N6	Mountain View Ave / Hatton Rd	180	7.5	1,350
009 / 24	N	N7	Mountain View Ave / Hatton Rd	130	7.5	975
009 / 25	O	O1	Hatton Rd / Martin Rd	150	7.5	1,125
009 / 25	O	O2	Hatton Rd / Martin Rd	186	7.5	1,395
009 / 25	O	O3	Hatton Rd / Martin Rd	145	7.5	1,088
009 / 25	O	O4	Hatton Rd / Martin Rd	110	7.5	825
009 / 26	P	P38	Martin Rd / Trevis Wy	350	7.5	2,625
009 / 26	P	P39	Martin Rd / Trevis Wy	350	7.5	2,625
009 / 28	R	R1	Trevis Wy / Taylor Rd	146	7.5	1,095
009 / 28	R	R2	Trevis Wy / Taylor Rd	146	7.5	1,095
009 / 28	R	R3	Trevis Wy / Taylor Rd	150	7.5	1,125
009 / 28	R	R4	Trevis Wy / Taylor Rd	150	7.5	1,125
009 / 28	U	U1	Lazarro Dr / Rio Rd	136	7.5	1,020
009 / 28	U	U2	Lazarro Dr / Rio Rd	136	7.5	1,020
009 / 28	U	U3	Lazarro Dr / Rio Rd	108	7.5	810
009 / 28	U	U4	Lazarro Dr / Rio Rd	108	7.5	810
009 / 28	U	U5	Lazarro Dr / Rio Rd	40	7.5	300
009 / 28	U	U6	Lazarro Dr / Rio Rd	40	7.5	300

Attachment C

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SAMPLE

OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

BUYER: _____(Buyer)

SELLER: County of Monterey (Seller)

In consideration of Seller's proposal to sell the real property described as

_____

_____

and further described in *Exhibit A-Hatton Fields Lane* _____, attached and incorporated by this reference (hereafter "Property"), Buyer agrees to purchase the Property for the sum of $_____ **per square foot** upon the terms and conditions stated herein.

Buyer herewith gives Seller a good faith deposit, hereinafter referred to as the "Bid Deposit," in the amount of **Five Hundred Dollars** ($500).

1. TERM OF OFFER

This Offer and Agreement to Purchase Real Property ("Purchase Agreement") will remain open and will not be revoked by Buyer for the period commencing with delivery of Bid Deposit to Seller and ending on the earlier of:

A. Thirty (30) days thereafter; or
B. Receipt of written notice from Seller that the offer has been accepted or rejected.

Within thirty (30) days after Buyer has paid the Bid Deposit, Seller shall consider this purchase agreement offer and accept or reject it. Seller's failure to consider the offer and accept or reject it within the thirty (30) day period shall neither subject Seller to any liability, nor constitute an acceptance of the offer.

Seller may accept this offer after expiration of such thirty- (30-) day period, subject to Buyer's right to withdraw the offer as set forth in Clause 2 (Rejection or Withdrawal of Offer).

Buyer acknowledges that no rights or interest in the Property are created by submission of this offer. This purchase agreement is not binding upon Seller until the offer is accepted in the manner prescribed herein and Buyer complies fully with each and every term and condition contained herein.

2. REJECTION OR WITHDRAWAL OF OFFER

Should this offer be rejected, the Bid Deposit paid by Buyer shall be refunded.

Should Seller fail to accept or reject this offer within the thirty- (30-) day period specified in Clause 1 (Term of Offer), Buyer may withdraw the offer by providing written notice to Seller. In such event, the Bid Deposit paid by Buyer shall be refunded, provided Buyer withdraws the offer prior to Seller's acceptance of the offer as set forth in Clause 1 (Term of Offer).

3. ESCROW

Escrow is not required on the sale of this land.

4. DEPOSIT

The Bid Deposit paid by Buyer shall constitute a portion of the purchase price. The balance of the purchase price shall be paid by Buyer as provided in Clause 7 (Delivery of Documents and Funds).

5. BUYER'S COSTS

Buyer shall pay the following costs in connection with the purchase:

A. All costs associated with the survey and legal lot line descriptions;
B. Document transfer tax; and
C. All other closing costs and recording fees applicable to this purchase, including, without limitation, preliminary change of ownership and lot line adjustment fees.

If all conditions of this purchase agreement offer are met by Seller, but Buyer does not complete the purchase, Buyer remains responsible for payment of any fees.

Buyer shall complete a legal lot line adjustment incorporating the remnant lane parcel (Assessor's Parcel Number (APN) _____) with Buyer's adjacent parcel (APN _____) within forty-five (45) days of execution of this agreement.

6. SELLER'S COSTS

All costs shall be borne by Buyer.

7. DELIVERY OF DOCUMENTS AND FUNDS

Seller shall deliver to Buyer a sample Quitclaim Deed, in the form attached hereto as *Exhibit B-Sample Quitclaim Deed*, and such other documents required to transfer title to the Property.

The balance of the purchase price shall be paid using the following method:

Full Cash Payment by Cash or Cashier's Check

Buyer is responsible to pay all applicable fees and deliver funds to the Seller. Seller will provide receipt of the recorded Quitclaim Deed once all applicable funds have been delivered to the Seller.

All payments of cash shall be taken to the Public Works, Facilities & Parks Department, Real Property section, during regular business hours to the address below. All documents, cash, or cashier's checks (made payable to the *County of Monterey*) shall: 1) clearly identify the transaction, at minimum, as *"Remnant Lane Sale Payment, APN#, and Buyer's Name"* 2) be delivered or mailed to the following address:

ATTN REAL PROPERTY
COUNTY OF MONTEREY
PUBLIC WORKS, FACILITIES & PARKS
1441 SCHILLING PL S FL2
SALINAS CA 93901-4527.

8. TITLE

Seller makes no warranties or representations whatsoever with regard to the quality of the title to Property and shall provide no title insurance in this transaction. Buyer shall accept title to Property **"as is"** subject to all matters affecting Property whether recorded or unrecorded. Title to Property shall be conveyed through a Quitclaim Deed.

9. VESTING

Title to Property to be conveyed pursuant to this purchase agreement shall be vested as set forth below by Buyer:

_____

(The manner of taking title may have significant legal and tax consequences. This matter should be given serious consideration.)

10. PRORATIONS

No prorations shall be made in connection with this purchase.

11. TAXES

Property will be reassessed upon change of ownership. This will affect the amount of property taxes. After any lot line adjustment, a Supplemental Tax Bill is issued. The Supplemental Tax Bill shall be Buyer's responsibility to pay.

12. POSSESSION

Possession of Property shall be delivered to Buyer after all funds are delivered.

13. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

Buyer acknowledges that Seller has made no representations, warranties, or agreements as to any matters concerning this Property, including, but not limited to: land, topography, climate, air, water, water rights, utilities, present or future zoning, soil, subsoil, hazardous substances, waste or materials, the purpose(s) for which the Property is suited, drainage, access to public roads,

proposed routes or extensions of roads, the availability of government permits, or approvals of any kind.

Buyer represents and warrants to Seller that Buyer and/or Buyer's representatives and employees have made or will make their own independent inspection and investigation of Property.

14. LIQUIDATED DAMAGES

If Buyer fails to proceed with the purchase herein provided by reason of any default of Buyer, Seller shall be released from Seller's obligation to sell Property to Buyer. By initialing this paragraph, Buyer and Seller agree that, in such event, Seller shall retain as Liquidated Damages Bid Deposit paid by Buyer.

Buyer's Initials _____/_____ Seller's Initials _____/_____

Failure to initial paragraph above renders this offer nonresponsive, and offer will be returned to Buyer without consideration by Seller.

15. PERMITS AND LICENSES

Buyer shall be required to obtain any and all permits and/or licenses which may be required in connection with the purchase of Property at Buyer's expense. No permit, approval, or consent given to Buyer by Seller, in its governmental capacity, shall affect or limit Buyer's obligations hereunder. No approvals or consents given by Seller, as a party to this agreement, shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, or regulations.

16. ASSIGNMENT

This purchase agreement shall not be sold, assigned, or otherwise transferred by Buyer without the prior written consent of Seller. Failure to obtain Seller's written consent shall render such sale, assignment, or transfer void.

17. SUCCESSORS IN INTEREST

Subject to restrictions in Clause 16 Assignment, this purchase agreement shall inure to the benefit of, and be binding upon, Buyer and Seller, and their respective heirs, successors, and assigns.

18. PARTIAL INVALIDITY

This purchase agreement shall be governed by and construed according to the laws of the State of California. The invalidity of any provision in this purchase agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. NOTICES

All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth in this clause, or as the parties may hereafter designate by written

notice, and shall be sent through the United States postal mail, duly registered or certified with postage prepaid. Any such mailing shall be deemed served or delivered 24 hours after mailing. Notwithstanding the above, Seller may also provide notices, documents, correspondence, or such other communications to Buyer by personal delivery or by regular mail and, so given, shall be deemed to have been given upon receipt.

To Seller	**To Buyer**
ATTN REAL PROPERTY SECTION COUNTY OF MONTEREY PUBLIC WORKS FACILITIES & PARKS 1441 SCHILLING PL S FL2 SALINAS CA 93901-4527	

Copy to:
ATTN CONTRACTS/PURCHASING OFFICER
COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
1488 SCHILLING PL
SALINAS CA 93901-4542

20. TIME

Time is of the essence in the performance of Buyer's and Seller's respective obligations contained in this purchase agreement. Failure to comply with any time requirement contained herein shall constitute a material breach of the agreement.

21. AMENDMENT

This purchase agreement contains the sole and only agreement between Buyer and Seller relating to this offer and agreement to purchase the property described herein. All negotiations and agreements between Buyer and Seller are merged into this agreement. Any oral representations or modifications are of no force and effect unless contained in a subsequent instrument made in writing and signed by both Buyer and Seller.

22. ATTACHMENTS

This purchase agreement includes the following, which are attached and made a part hereof:

Exhibit A-Hatton Fields-Lane _____
Exhibit B-Quitclaim Deed

Buyer hereby submits this offer with full cognizance of the terms and conditions contained herein.

BUYER

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

APPROVED AS TO FORM

Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Printed Name: Mary Grace Perry, Deputy County Counsel

Date: _____

SELLER: COUNTY OF MONTEREY

County Administrative Office
Contracts/Purchasing Division
Michael R. Derr, Contracts/Purchasing Manager

By: _____

Printed Name: Michael R. Derr, Contracts/Purchasing Officer

Date: _____

WHEN RECORDED RETURN TO:

(SAMPLE)

COUNTY OF MONTEREY -
PUBLIC WORKS, FACILITIES & PARKS
ATTN: REAL PROPERTY
1441 SCHILLING PL S FL2
SALINAS CA 93901-4527

Space above this line is for Recorder's use.

Lane ____, Section(s)_____, (*unincorporated area*), adjacent to APN(s)_____

QUITCLAIM DEED

For valuable consideration, receipt of which is hereby acknowledged, the **County of Monterey**, a political subdivision of the State of California, hereby remises, releases, and quitclaims to _____ and/or their successors and assigns, all its right, title, responsibility (including land, drainage and tree maintenance responsibility), and interest in the real property located in the County of Monterey, California, and more particularly described in Exhibit "A" attached hereto and incorporated by this reference herein (the "Property"), subject to the reservation of existing easements for overhead and underground public utilities and drainage facilities, and private sewer drains located within the limits of the Property (including access to perform needed maintenance, repair or replacement). The Property shall also be subject to all local jurisdictions regulating land use, and health and safety codes.

This Quitclaim Deed is executed this ___ day of _____, 20__.

Approved as to form:

By:_____
Mary Grace Perry, Deputy County Counsel

County of Monterey:

By:_____
Michael R Derr, Contracts/Purchasing Officer

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF MONTEREY)
On_____, before me, _____Notary Public, personally appeared _____,who proved to me on basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Name: _____, Notary Public

**Exhibit "A" to be available after survey and legal description is completed and confirmed by all parties of the sale.*

Attachment E

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

Resolution No. 20- _____

Adopt a Resolution to: a. Re-declare identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods located near the City of Carmel as surplus real property and no longer needed for County or public purposes; b. Direct the Department of Public Works, Facilities & Parks to publish a Notice of Intention to Sell Surplus Property for the identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods per Government Code section 25526; c. Find that all remnant lane sales are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15312 Surplus Government Property Sales; d. Delegate to the Contracts/Purchasing Officer the authority to execute final Offers and Agreements to Purchase Real Property, Quitclaim Deeds, and other necessary transfer documents to complete present and future surplus remnant lane sales not exceeding $25,000 for a period of five (5) years, pursuant to Government Code section 25526.5; and e. Direct the Housing and Community Development Department to issue a certificate of compliance for a legal lot line adjustment within thirty (30) days of a completed remnant lane sale to expedite the legal lot line adjustment process as an incentive for neighboring property owners to purchase a remnant lane.	))

Having considered all the written and documentary evidence, the administrative record, the staff report, and other evidence presented, the Monterey County Board of Supervisors hereby finds and decides as follows:

RECITALS

WHEREAS, property owners in the Carmel Woods and Hatton Fields subdivisions have expressed interest in acquiring available remnant lane sections (surplus land) located adjacent to their properties;

WHEREAS, it is to the County's advantage to sell surplus lands to reduce annual maintenance requirements and other costs associated with unneeded, surplus land;

WHEREAS, it is appropriate for the Board of Supervisors to re-declare the identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods located near the City of Carmel as surplus real property and no longer needed for County or public purposes;

WHEREAS, Government Code Section 25526.5 authorizes the Board of Supervisors to sell land with a value not exceeding $25,000 declared surplus property and no longer necessary for County or public purposes in the manner and upon the terms and conditions it determines without complying with other sections of the Government Code;

WHEREAS, to comply with Government Code section 25525, direction for publishing a Notice of Intention to Sell Surplus Property for the identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods prior to any sales in an adjudicated newspaper of general circulation has been provided;

WHEREAS, due to changes in the real estate market and to comply with California Constitution Article 16, section 6, which prohibits the County from making a "gift" of anything to a private group or person, the Department of Public Works, Facilities & Parks (PWFP) engaged a certified appraiser to establish a current appraisal price for the surplus lands;

WHEREAS, the proposed sale process will provide adjacent property owners the right-of-first-refusal to acquire neighboring remnant lane sections, none of which are stand-alone developable parcels, as they likely have the highest utility and use for them;

WHEREAS, the identified surplus remnant lane sections will be sold "as is" for no less than a minimum value based on a price per square foot determined by perceived usefulness and utility and the actual square footage verified by a licensed surveyor, engaged and paid for by prospective Buyers, prior to any sale;

WHEREAS, Buyers will assume all associated costs to complete the sale, including, but not limited to, survey costs, closing costs, lot line adjustment fees, and deed recordation costs;

WHEREAS, as an incentive for neighboring property owners to purchase surplus lands, the Housing and Community Development Department will expedite the legal lot line adjustment process, to the extent possible, and issue a certificate of compliance for a legal lot line adjustment within thirty (30) days of a completed sale;

WHEREAS, PWFP-Real Property will coordinate the transaction process, and the Contracts/Purchasing Officer, as authorized by the Board, will execute present and future final Offers and Agreements to Purchase Real Property, Quitclaim Deeds, and other necessary transfer documents to complete subject surplus land sales not exceeding $25,000 for a period of five (5) years;

WHEREAS, net sale proceeds will provide a one-time revenue increase to PWFP General Fund, Budget Unit 8176, when a sale is finalized;

WHEREAS, the sale of surplus land is exempt from California Environmental Quality Act pursuant to CEQA Guidelines section 15312 pertaining to surplus government property sales; and

WHEREAS, this action supports the Board of Supervisors' Strategic Initiatives for Economic Development and Infrastructure as the addition of surplus remnant lane sections to adjacent homeowners' properties adds value to the properties through increased lot size and potentially creates an opportunity to expand existing homes, which in turn, increases the property tax base, and conveyance of a remnant lane section to neighboring homeowners encourages consistent development within the area while lowering the County's ongoing annual maintenance.

DECISION

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors does hereby adopt a resolution to:

a. Re-declare identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods located near the City of Carmel as surplus real property and no longer needed for County or public purposes;
b. Direct the Department of Public Works, Facilities & Parks to publish a Notice of Intention to Sell the identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods as surplus property per Government Code section 25526;
c. Find that all remnant lane sales are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15312 Surplus Government Property Sales;
d. Delegate to the Contracts/Purchasing Officer the authority to execute final Offers and Agreements to Purchase Real Property, Quitclaim Deeds, and other necessary transfer documents to complete present and future surplus remnant lane sales not exceeding $25,000 for a period of five (5) years, pursuant to Government Code section 25526.5; and
e. Direct the Housing and Community Development Department to issue a certificate of compliance for a legal lot line adjustment within thirty (30) days of a completed remnant lane sale to expedite the legal lot line adjustment process as an incentive for neighboring property owners to purchase a remnant lane.

PASSED AND ADOPTED this 8th day of December 2020, by roll call vote:

AYES: Supervisors
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 Minute Book ___ for the meeting on December 8, 2020.

Dated: December , 2020
File ID: RES 20-
Agenda Item:

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

By _____
Deputy

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Monterey County
Board of Supervisors

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

Board Order/ PULLED VIA A/C

Item Removed Via Additions / Corrections

~~Adopt a Resolution to:~~
~~a. Re-declare identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods located near the City of Carmel as surplus real property and no longer needed for County or public purposes;~~
~~b. Direct the Department of Public Works, Facilities, & Parks to publish a Notice of Intention to Sell Surplus Property for the identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods per Government Code section 25526;~~
~~c. Find that all remnant lane sales are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15312 Surplus Government Property Sales;~~
~~d. Delegate to the Contracts/Purchasing Officer the authority to execute final Offers and Agreements to Purchase Real Property, Quitclaim Deeds, and other necessary transfer documents to complete present and future surplus remnant lane sales not exceeding $25,000 for a period of five (5) years, pursuant to Government Code section 25526.5; and~~
~~e. Direct the Housing and Community Development Department to issue a certificate of compliance for a legal lot line adjustment within thirty (30) days of a completed remnant lane sale to expedite the legal lot line adjustment process as an incentive for neighboring property owners to purchase a remnant lane.~~

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 8, 2020.

Dated: January 8, 2020
File ID: RES 20-216
Agenda Item No.: 77

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

Joel G. Pablo, Deputy

Monterey County

Board Report

Legistar File Number: RES 21-016

Item No.53

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

January 26, 2021

Introduced: 1/15/2021

Current Status: Passed - RMA Administration

Version: 1

Matter Type: BoS Resolution

a. Adopt a resolution to establish an Advisory Committee for County Service Area 25-Carmel Valley Golf & Country Club (CSA 25); and
b. Adopt CSA 25 Advisory Committee Bylaws. **(Board Referral: 2020.26)**

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a Resolution to:
a. Establish an Advisory Committee for County Service Area 25-Carmel Valley Golf & Country Club (CSA 25); and
b. Adopt the CSA 25 Advisory Committee Bylaws.

SUMMARY/DISCUSSION:
County Service Area 25-Carmel Valley Golf & Country Club (CSA 25) was formed by Board of Supervisors Resolution No. 63-157 on November 26, 1963, which established extended county services for CSA 25 that included: (a) Extended Police Protection; (b) Structural Fire Protection Services; (c) Local Park, Recreation and Parkway Facilities and Services; (d) Extended Library Facilities and Services; and (e) Miscellaneous Extended Services including (1) streetlighting, (2) streetsweeping, (3) street and sidewalk maintenance, (4) storm drain maintenance, (5) providing, operating, and maintaining of facilities for the disposition of surface water, (6) providing, operating, and maintaining of facilities for the collection and disposal of sewage, (7) providing, operating, and maintaining of facilities for the collection and disposal of garbage, refuse, and rubbish, and (8) providing, operating, and maintaining of facilities for supplying and distribution of water.

Current active services include streetlighting, storm drainage and surface water disposition, and street and sidewalk maintenance.

Property owners living in CSA 25 have expressed interest in establishing an advisory committee to create an open forum for property owners to provide input on projects, annual budgets, and other issues related to the services provided to the CSA. Attachment A is a LAFCO map showing the location of CSA 25. Special Districts staffing is sufficient to accommodate the increased workload required to manage advisory committee activities.

It is requested that Board adopt a resolution (Attachment B-Draft Resolution) to establish an advisory committee for CSA 25 and adopt its bylaws.

OTHER AGENCY INVOLVEMENT:
Community outreach and recruitment for CSA 25 advisory committee members will be done by Monterey County Supervisor Mary Adams' office via e-mails, letters, and Facebook.

FINANCING:
CSA 25 receives property tax revenue and interest on fund balance to be used exclusively for CSA activities. The current fund balance is approximately $138,000, and estimated annual revenue is $44,000. A portion of this revenue shall be used to fund staff costs associated with ongoing operations of the advisory committee. Staff activities shall include, but not be limited to: preparation of meeting notices, attendance and minutes at the meetings, research and analysis, and reporting on committee requests and recommendations. The annual cost to staff the committee will vary depending on the number of meetings held and the volume of committee member requests. Currently, sufficient funding is available to support advisory committee activities; however, a nominal reduction of funding available for CSA maintenance and repair projects will result. Special Districts staffing is sufficient to accommodate the additional time required to manage the new advisory committee's activities without having to shift workload priorities.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The creation and activity of the advisory committee support the Board of Supervisors Administration, Infrastructure, and Public Safety Strategic Initiatives. Property owner involvement in CSA activities enhances the overall management, transparency, and service delivery to CSA constituents.

___ Economic Development
_X_ Administration
___ Health & Human Services
_X_ Infrastructure
_X_ Public Safety

Prepared by: Lynette Redman, Management Analyst III (831) 796-6038
Approved by: Shawne Ellerbee, Assistant Director of Public Works, Facilities, & Parks
Approved by: Randell Ishii, MS, PE, PTOE, Director of Public Works, Facilities, & Parks

Attachments:
Attachment A-CSA 25 LAFCO Location Map
Attachment B-Draft Resolution
(Attachments are on file with the Clerk of the Board)

Monterey County

Board Report

Legistar File Number: RES 21-016

Item No.

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

January 26, 2021

Introduced: 1/15/2021
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

a. Adopt a resolution to establish an Advisory Committee for County Service Area 25-Carmel Valley Golf & Country Club (CSA 25); and
b. Adopt CSA 25 Advisory Committee Bylaws. **(Board Referral: 2020.26)**

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a Resolution to:
a. Establish an Advisory Committee for County Service Area 25-Carmel Valley Golf & Country Club (CSA 25); and
b. Adopt the CSA 25 Advisory Committee Bylaws.

SUMMARY/DISCUSSION:
County Service Area 25-Carmel Valley Golf & Country Club (CSA 25) was formed by Board of Supervisors Resolution No. 63-157 on November 26, 1963, which established extended county services for CSA 25 that included: (a) Extended Police Protection; (b) Structural Fire Protection Services; (c) Local Park, Recreation and Parkway Facilities and Services; (d) Extended Library Facilities and Services; and (e) Miscellaneous Extended Services including (1) streetlighting, (2) streetsweeping, (3) street and sidewalk maintenance, (4) storm drain maintenance, (5) providing, operating, and maintaining of facilities for the disposition of surface water, (6) providing, operating, and maintaining of facilities for the collection and disposal of sewage, (7) providing, operating, and maintaining of facilities for the collection and disposal of garbage, refuse, and rubbish, and (8) providing, operating, and maintaining of facilities for supplying and distribution of water.

Current active services include streetlighting, storm drainage and surface water disposition, and street and sidewalk maintenance.

Property owners living in CSA 25 have expressed interest in establishing an advisory committee to create an open forum for property owners to provide input on projects, annual budgets, and other issues related to the services provided to the CSA. Attachment A is a LAFCO map showing the location of CSA 25. Special Districts staffing is sufficient to accommodate the increased workload required to manage advisory committee activities.

It is requested that Board adopt a resolution (Attachment B-Draft Resolution) to establish an advisory committee for CSA 25 and adopt its bylaws.

OTHER AGENCY INVOLVEMENT:
Community outreach and recruitment for CSA 25 advisory committee members will be done by Monterey County Supervisor Mary Adams' office via e-mails, letters, and Facebook.

FINANCING:
CSA 25 receives property tax revenue and interest on fund balance to be used exclusively for CSA activities. The current fund balance is approximately $138,000, and estimated annual revenue is $44,000. A portion of this revenue shall be used to fund staff costs associated with ongoing operations of the advisory committee. Staff activities shall include, but not be limited to: preparation of meeting notices, attendance and minutes at the meetings, research and analysis, and reporting on committee requests and recommendations. The annual cost to staff the committee will vary depending on the number of meetings held and the volume of committee member requests. Currently, sufficient funding is available to support advisory committee activities; however, a nominal reduction of funding available for CSA maintenance and repair projects will result. Special Districts staffing is sufficient to accommodate the additional time required to manage the new advisory committee's activities without having to shift workload priorities.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The creation and activity of the advisory committee support the Board of Supervisors Administration, Infrastructure, and Public Safety Strategic Initiatives. Property owner involvement in CSA activities enhances the overall management, transparency, and service delivery to CSA constituents.

___ Economic Development
_X_ Administration
___ Health & Human Services
_X_ Infrastructure
_X_ Public Safety

Prepared by: Lynette Redman, Management Analyst III (831) 796-6038
Approved by: Shawne Ellerbee, Assistant Director of Public Works, Facilities, & Parks
Approved by: Randell Ishii, MS, PE, PTOE, Director of Public Works, Facilities, & Parks

Attachments:
Attachment A-CSA 25 LAFCO Location Map
Attachment B-Draft Resolution
(Attachments are on file with the Clerk of the Board)

Attachment A

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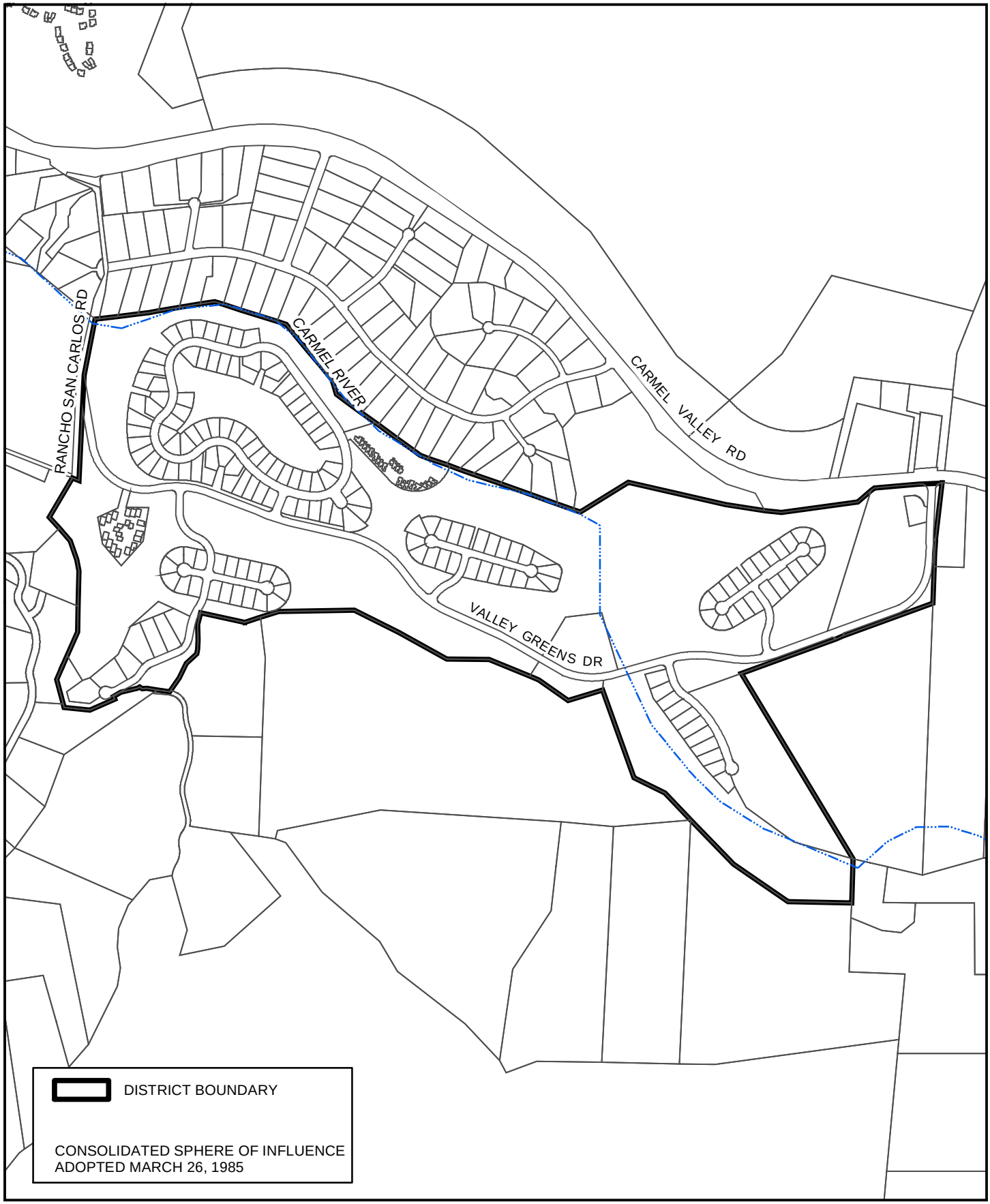

LAFCO *of Monterey County*

LOCAL AGENCY FORMATION COMMISSION

P.O. Box 1369
Salinas, CA 93902
Telephone (831) 754-5838

132 W. Gabilan St., Suite 102
Salinas, CA 93901
Fax (831) 754-5831

N W E S

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Feet

SPECIAL DISTRICTS

COUNTY SERVICE AREA # 25

CARMEL VALLEY GOLF & COUNTRY CLUB

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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: a. Establish an Advisory Committee for County Service Area 25-Carmel Valley Golf & Country Club (CSA 25); and b. Adopt CSA 25 Advisory Committee Bylaws	)))))

WHEREAS, on November 26, 1963, the Monterey County Board of Supervisors created County Service Area 25-Carmel Valley Golf & Country Club (CSA 25) and established county services for the CSA;

WHEREAS, initially these county services included: (a) Extended Police Protection; (b) Structural Fire Protection Services; (c) Local Park, Recreation and Parkway Facilities and Services; (d) Extended Library Facilities and Services; and (e) Miscellaneous Extended Services including (1) streetlighting, (2) streetsweeping, (3) street and sidewalk maintenance, (4) storm drain maintenance, (5) providing, operating, and maintaining of facilities for the disposition of surface water, (6) providing, operating, and maintaining of facilities for the collection and disposal of sewage, (7) providing, operating, and maintaining of facilities for the collection and disposal or garbage, refuse, and rubbish, and (8) providing, operating, and maintaining of facilities for the supplying and distribution of water;

WHEREAS, current active services include: streetlighting, storm drainage and surface water disposition, and street and sidewalk maintenance;

WHEREAS, residents of the CSA 25 area have expressed interest in serving on such an Advisory Committee; and

WHEREAS, it is deemed in the public interest for CSA 25 to form a CSA 25 Advisory Committee to create an open forum where property owners can provide input on projects, annual budgets, and other issues related to the services provided to the CSA.

NOW, THEREFORE, BE IT RESOLVED THAT the Monterey County Board of Supervisors hereby establishes the CSA 25 Advisory Committee; and

BE IT FURTHER RESOLVED THAT the Monterey County Board of Supervisors hereby adopts the following CSA 25 Advisory Committee Bylaws.

Section 1. CREATION OF COMMITTEE
The CSA 25 Advisory Committee (Committee) is hereby created for the area commonly known as the Carmel Valley Golf & Country Club (Exhibit 1, Map of CSA 25).

Section 2. MEMBERSHIP AND MEMBERSHIP QUALIFICATIONS
The Committee shall consist of five (5) members and three (3) alternates appointed by the Monterey County Board of Supervisors. These members shall be representatives of the area within the jurisdictional boundaries of CSA 25. Members shall be residents of the County of Monterey and reside within the CSA 25 Area. An alternate shall fill the position of a member when a member is unavailable for one (1) or more meetings.

Section 3. TERMS
Each member of the Committee shall have an initial term of three (3) years and shall continue until his or her respective successor is appointed by the Monterey County Board of Supervisors, except that the terms of the first members of the Committee shall be so staggered that the term of two (2) members and one (1) alternate shall expire on January 31, 2023, and the term of three (3) members and two (2) alternates shall expire on January 31, 2024.

Section 4. VACANCIES
Any vacancy shall be filled for the remainder of the unexpired term in the same manner as the original appointment.

A vacancy shall exist:

(a) When a member submits a written resignation to the Committee Chairperson and the nominating Board Supervisor, *or*

(b) When a member fails to attend two (2) consecutive meetings of the Committee without good cause entered into the minutes, *or*

(c) When a member's death, disability, or other circumstances prevent the member from completing a term, *or*

(d) When a member does not meet the qualifications for the appointment.

Section 5. MEETINGS
The Committee, at its initial meeting each year, shall organize by selecting a time and place to meet at least two (2) times in that calendar year. All meetings shall be open to the public. The time and place to meet that is established by the Committee at its first meeting shall be presented by the Department of Public Works, Facilities, & Parks to the Monterey County Board of Supervisors, at a meeting of the Board following the Committee's initial meeting. Modification of any change in the time or place of a meeting shall be given 72 hours in advance to all members of the Committee, to the Board of Supervisors, and to all representatives of the communications media who have filed written requests therefore.

Section 6. ORGANIZATION
The Committee, at its initial meeting, shall organize by selecting from its membership a chairperson, a vice-chairperson, and a secretary. The Committee shall thereafter, at least annually, reorganize by selecting such officers. The officers selected by the Committee at its first meeting shall be presented by the Department of Public Works, Facilities, & Parks to the Monterey County Board of Supervisors, at a meeting of the Board following the Committee's initial meeting.

The Committee shall, from time to time, propose rules and regulations for the conduct of its meetings. The rules and regulations proposed by the Committee shall be presented by

the Department of Public Works, Facilities, & Parks to the Board of Supervisors, such rules and regulations shall govern the Committee.

Section 7. DUTIES OF THE COMMITTEE
The duties of the Committee shall be to advise the Department of Public Works, Facilities, & Parks and the Board of Supervisors on the budget and operations of CSA 25.

Section 8. COMPENSATION
Members of the Committee shall serve without compensation.

Section 9. QUORUM
A Quorum shall consist of a majority of the members of the Committee.

Section 10. MINUTES
Minutes shall be kept for each meeting by the appropriate Department of Public Works, Facilities, & Parks staff and distributed to each member of the Committee within three (3) weeks of said meeting for review and correction/addition as necessary. Revised minutes shall also be duly reviewed and approved at a subsequent meeting and forwarded to the Clerk of the Board's office.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

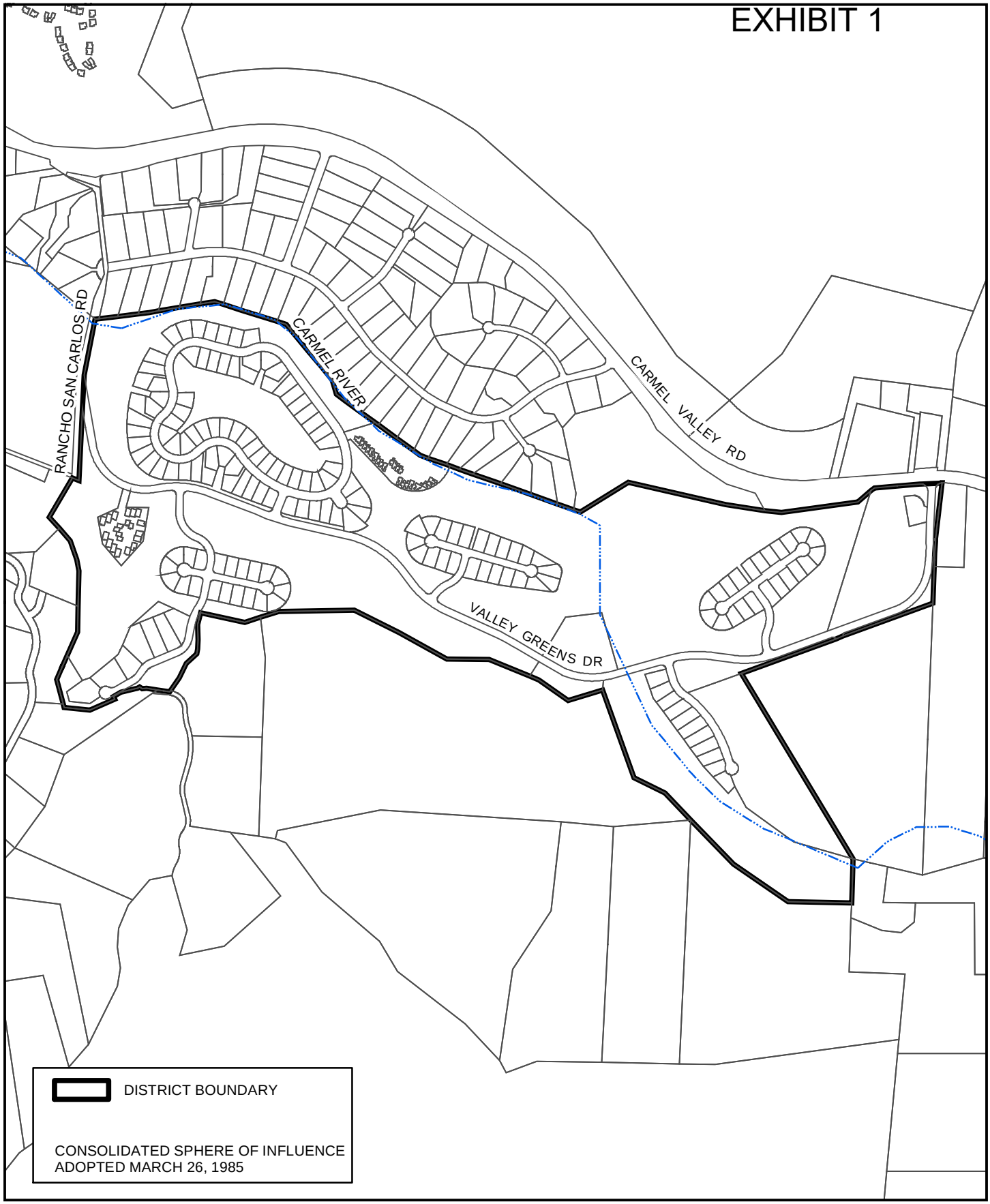
AYES:
NOES:
ABSENT:
(Government Code 54943)

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 26, 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



LAFCO *of Monterey County*

LOCAL AGENCY FORMATION COMMISSION

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N W E S

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Feet

SPECIAL DISTRICTS

COUNTY SERVICE AREA # 25

CARMEL VALLEY GOLF & COUNTRY CLUB

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Monterey County
Board of Supervisors

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

Board Order

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

Resolution No.: 21-026
a. Establish an Advisory Committee for County Service Area 25-Carmel Valley Golf & Country Club (CSA 25); and
b. Adopt CSA 25 Advisory Committee Bylaws. **(Board Referral: 2020.26)**

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: RES 21-016
Agenda Item No.: 53

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

Julian Lorenzana, Deputy

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

Resolution No.: 21-026
a. Establish an Advisory Committee for County Service Area 25-)
Carmel Valley Golf & Country Club (CSA 25); and)
b. Adopt CSA 25 Advisory Committee Bylaws……)

WHEREAS, on November 26, 1963, the Monterey County Board of Supervisors created County Service Area 25-Carmel Valley Golf & Country Club (CSA 25) and established county services for the CSA;

WHEREAS, initially these county services included: (a) Extended Police Protection; (b) Structural Fire Protection Services; (c) Local Park, Recreation and Parkway Facilities and Services; (d) Extended Library Facilities and Services; and (e) Miscellaneous Extended Services including (1) streetlighting, (2) streetsweeping, (3) street and sidewalk maintenance, (4) storm drain maintenance, (5) providing, operating, and maintaining of facilities for the disposition of surface water, (6) providing, operating, and maintaining of facilities for the collection and disposal of sewage, (7) providing, operating, and maintaining of facilities for the collection and disposal or garbage, refuse, and rubbish, and (8) providing, operating, and maintaining of facilities for the supplying and distribution of water;

WHEREAS, current active services include: streetlighting, storm drainage and surface water disposition, and street and sidewalk maintenance;

WHEREAS, residents of the CSA 25 area have expressed interest in serving on such an Advisory Committee; and

WHEREAS, it is deemed in the public interest for CSA 25 to form a CSA 25 Advisory Committee to create an open forum where property owners can provide input on projects, annual budgets, and other issues related to the services provided to the CSA.

NOW, THEREFORE, BE IT RESOLVED THAT the Monterey County Board of Supervisors hereby establishes the CSA 25 Advisory Committee; and

BE IT FURTHER RESOLVED THAT the Monterey County Board of Supervisors hereby adopts the following CSA 25 Advisory Committee Bylaws.

Section 1. CREATION OF COMMITTEE
The CSA 25 Advisory Committee (Committee) is hereby created for the area commonly known as the Carmel Valley Golf & Country Club (Exhibit 1, Map of CSA 25).

Section 2. MEMBERSHIP AND MEMBERSHIP QUALIFICATIONS
The Committee shall consist of five (5) members and three (3) alternates appointed by the Monterey County Board of Supervisors. These members shall be representatives of the area within the jurisdictional boundaries of CSA 25. Members shall be residents of the County of Monterey and reside within the CSA 25 Area. An alternate shall fill the position of a member when a member is unavailable for one (1) or more meetings.

Section 3. TERMS
Each member of the Committee shall have an initial term of three (3) years and shall continue until his or her respective successor is appointed by the Monterey County Board of Supervisors, except that the terms of the first members of the Committee shall be so staggered that the term of two (2) members and one (1) alternate shall expire on January 31, 2023, and the term of three (3) members and two (2) alternates shall expire on January 31, 2024.

Section 4. VACANCIES
Any vacancy shall be filled for the remainder of the unexpired term in the same manner as the original appointment.
A vacancy shall exist:
(a) When a member submits a written resignation to the Committee Chairperson and the nominating Board Supervisor, *or*
(b) When a member fails to attend two (2) consecutive meetings of the Committee without good cause entered into the minutes, *or*
(c) When a member's death, disability, or other circumstances prevent the member from completing a term, *or*
(d) When a member does not meet the qualifications for the appointment.

Section 5. MEETINGS
The Committee, at its initial meeting each year, shall organize by selecting a time and place to meet at least two (2) times in that calendar year. All meetings shall be open to the public. The time and place to meet that is established by the Committee at its first meeting shall be presented by the Department of Public Works, Facilities, & Parks to the Monterey County Board of Supervisors, at a meeting of the Board following the Committee's initial meeting. Modification of any change in the time or place of a meeting shall be given 72 hours in advance to all members of the Committee, to the Board of Supervisors, and to all representatives of the communications media who have filed written requests therefore.

Section 6. ORGANIZATION
The Committee, at its initial meeting, shall organize by selecting from its membership a chairperson, a vice-chairperson, and a secretary. The Committee shall thereafter, at least annually, reorganize by selecting such officers. The officers selected by the Committee at its first meeting shall be presented by the Department of Public Works, Facilities, & Parks to the Monterey County Board of Supervisors, at a meeting of the Board following the Committee's initial meeting.

The Committee shall, from time to time, propose rules and regulations for the conduct of its meetings. The rules and regulations proposed by the Committee shall be presented by the Department of Public Works, Facilities, & Parks to the Board of Supervisors, such rules and regulations shall govern the Committee.

Section 7. DUTIES OF THE COMMITTEE
The duties of the Committee shall be to advise the Department of Public Works, Facilities, & Parks and the Board of Supervisors on the budget and operations of CSA 25.

Section 8. COMPENSATION
Members of the Committee shall serve without compensation.

Section 9. QUORUM
A Quorum shall consist of a majority of the members of the Committee.

Section 10. MINUTES
Minutes shall be kept for each meeting by the appropriate Department of Public Works, Facilities, & Parks staff and distributed to each member of the Committee within three (3) weeks of said meeting for review and correction/addition as necessary. Revised minutes shall also be duly reviewed and approved at a subsequent meeting and forwarded to the Clerk of the Board's office.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

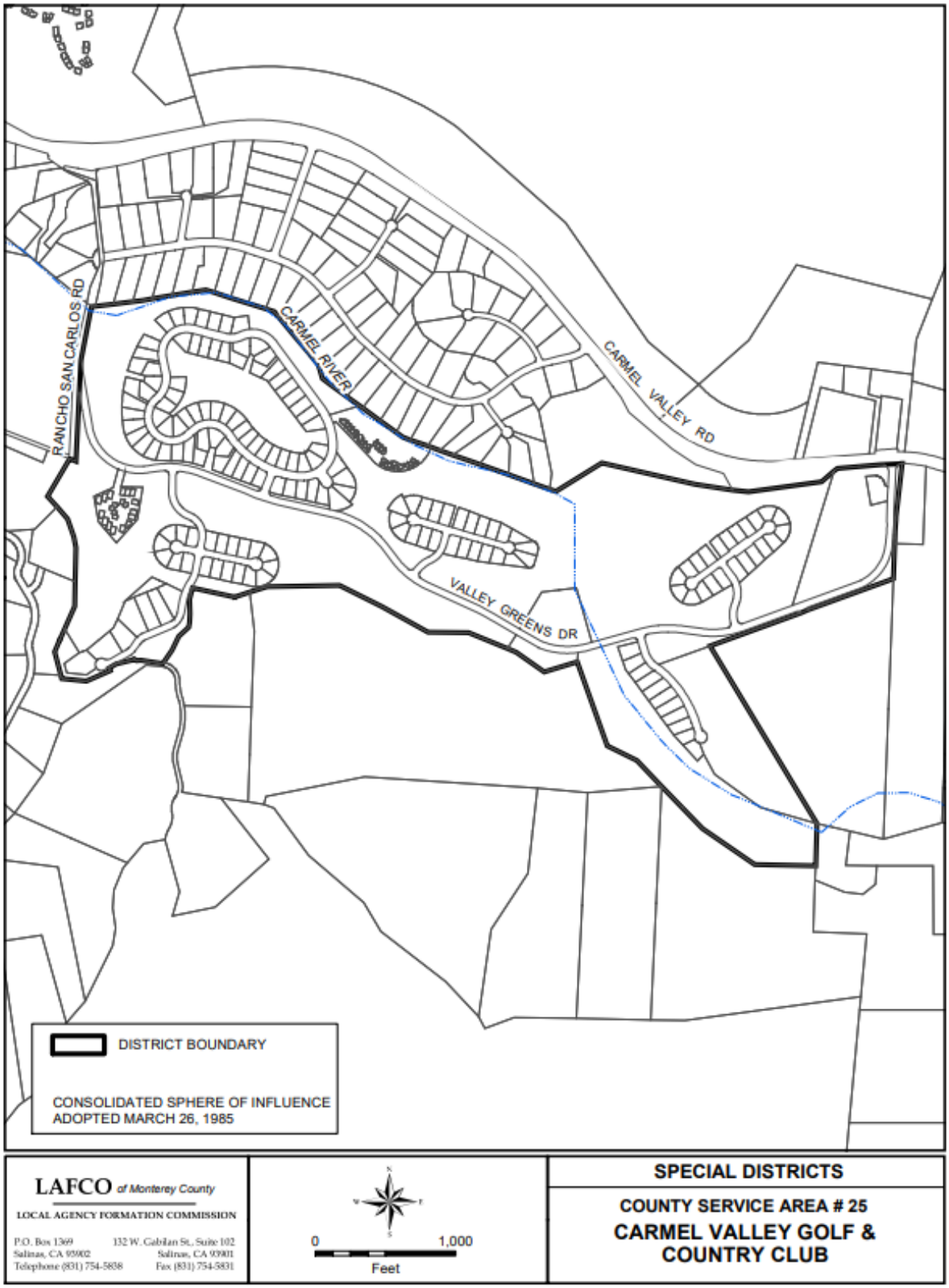
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: RES 21-016
Agenda Item No.: 53

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

Julian Lorenzana, Deputy

Exhibit 1


RANCHO SAN CARLOS RD
CARMEL RIVER
CARMEL VALLEY RD
VALLEY GREENS DR
DISTRICT BOUNDARY
CONSOLIDATED SPHERE OF INFLUENCE
ADOPTED MARCH 26, 1985
LAFCO of Monterey County
LOCAL AGENCY FORMATION COMMISSION
P.O. Box 1369
Salinas, CA 93902
Telephone (831) 754-5838
132 W. Gabilan St., Suite 102
Salinas, CA 93901
Fax (831) 754-5831
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Feet
SPECIAL DISTRICTS
COUNTY SERVICE AREA # 25
CARMEL VALLEY GOLF &
COUNTRY CLUB

Monterey County

Item No.54

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

Board Report

Legistar File Number: RES 21-017

January 26, 2021

Introduced: 1/19/2021

Current Status: Passed - RMA Administration

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to direct the Registrar of Voters to:
a. Cancel the East Garrison Community Services District (EGCSD) special election scheduled on May 4, 2021, and
b. Remove the posting for the EGCSD special election and take other actions necessary to effectuate the cancellation of the election.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution to direct the Registrar of Voters to:
a. Cancel the East Garrison Community Services District (EGCSD) special election scheduled on May 4, 2021, and
b. Remove the posting of the EGCSD special election and take other actions necessary to effectuate the cancellation of the election.

SUMMARY/DISCUSSION:
On September 22, 2020, the Board of Supervisors adopted a resolution directing the Registrar of Voters to conduct a special election for East Garrison Community Services District (EGCSD) on May 4, 2021 (Attachment A-Board Resolution No. 20-305). Subsequently, County Counsel determined that the scheduled May special election would create legal inconsistencies with structuring new EGCSD district board terms. To avoid any inconsistencies, Public Works, Facilities & Parks staff recommends that the Board of Supervisors adopt a resolution to cancel the EGCSD special election scheduled for May 4, 2021. Attachment B-EGCSD Discussion provides detail on the formation of EGCSD, applicable Community Services District law (CSDL) regarding bylaws, regulating elections establishing independence, and structuring community services district boards. Additionally, the Discussion highlights pertinent Board of Supervisors resolutions pertaining to EGCSD adopted to date.

The County requested the special election and may cancel its request; therefore, the Elections Department is not legally mandated to hold this election. Staff will prepare a report and draft resolution for future Board consideration to conduct an EGCSD special election on November 2, 2021. That date is an established election date per Elections Code Section 1000, so that terms of newly elected district board members, if independence is chosen, shall commence on the first Friday of December in accordance with CSDL requirements. The draft resolution for the rescheduled special election will include direction for the Elections Department to use ballot language consistent with the requirement for staggered district board terms.

The Monterey County Board of Supervisors is asked to adopt a resolution (Attachment C-Draft Resolution) directing the Monterey County Registrar of Voters to take all steps necessary to cancel the special election for EGCSD on May 4, 2021, in accordance with law and as delineated in the EGCSD BOD resolution (Attachment D-1/21/21 EGCSD BOD Resolution).

OTHER AGENCY INVOLVEMENT:
This item was brought to the January 13, 2021 EGCSD Advisory Committee. The Committee expressed that rescheduling the special election would provide candidates additional time to write thorough candidate statements and become adequately educated to submit for district board candidacy.

The EGCSD Advisory Committee Chair and Supervisor Wendy Root Askew's office concur with the proposed cancellation of the EGCSD May 4, 2021 special election. The County Administrative Office also supports the cancellation.

Concurrently today, the EGCSD BOD approved a resolution recommending the Monterey County Board of Supervisors adopt a resolution in support of directing the Monterey County Registrar of Voters to cancel the special election on May 4, 2021 and to remove the posting of the special election and take other actions necessary to effectuate the cancellation of the election.

FINANCING:
EGCSD will reimburse the Elections Department for all costs incurred preparing for the May 4, 2021 special election. Sufficient funding is budgeted in the Fiscal Year 2020-21 Adopted Budget for EGCSD, Fund 181, Appropriation Unit RMA106, to reimburse staff costs and County Elections Department costs.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action complies with the Board of Supervisors Strategic Initiatives for Economic Development to enhance the well-being and prosperity of Monterey County residents and Administration by providing accountability and transparency with regards to the requirements outlined in the CSDL, Section 61042.

_X_ Economic Development
_X_ Administration
___ Health & Human Services
___ Infrastructure
___ Public Safety

Prepared by: Dawn Yonemitsu, Management Analyst I (831) 755-5304
Reviewed by: Dalia Mariscal-Martinez, Management Analyst III
Reviewed by: Shawne E. Ellerbee, Assistant Director of Public Works, Facilities, & Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

Attachments:

Attachment A-BOS Adopted Resolution No. 20-305
Attachment B-EGCSD Discussion
Attachment C-Draft Resolution
Attachment D-1/26/21 EGCSD BOD Resolution
(Attachments are on file with the Clerk of the Board)

Monterey County

Item No.

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

Board Report

Legistar File Number: RES 21-017

January 26, 2021

Introduced: 1/19/2021 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Resolution

Adopt a Resolution to direct the Registrar of Voters to:
a. Cancel the East Garrison Community Services District (EGCSD) special election scheduled on May 4, 2021, and
b. Remove the posting for the EGCSD special election and take other actions necessary to effectuate the cancellation of the election.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution to direct the Registrar of Voters to:
a. Cancel the East Garrison Community Services District (EGCSD) special election scheduled on May 4, 2021, and
b. Remove the posting of the EGCSD special election and take other actions necessary to effectuate the cancellation of the election.

SUMMARY/DISCUSSION:
On September 22, 2020, the Board of Supervisors adopted a resolution directing the Registrar of Voters to conduct a special election for East Garrison Community Services District (EGCSD) on May 4, 2021 (Attachment A-Board Resolution No. 20-305). Subsequently, County Counsel determined that the scheduled May special election would create legal inconsistencies with structuring new EGCSD district board terms. To avoid any inconsistencies, Public Works, Facilities & Parks staff recommends that the Board of Supervisors adopt a resolution to cancel the EGCSD special election scheduled for May 4, 2021. Attachment B-EGCSD Discussion provides detail on the formation of EGCSD, applicable Community Services District law (CSDL) regarding bylaws, regulating elections establishing independence, and structuring community services district boards. Additionally, the Discussion highlights pertinent Board of Supervisors resolutions pertaining to EGCSD adopted to date.

The County requested the special election and may cancel its request; therefore, the Elections Department is not legally mandated to hold this election. Staff will prepare a report and draft resolution for future Board consideration to conduct an EGCSD special election on November 2, 2021. That date is an established election date per Elections Code Section 1000, so that terms of newly elected district board members, if independence is chosen, shall commence on the first Friday of December in accordance with CSDL requirements. The draft resolution for the rescheduled special election will include direction for the Elections Department to use ballot language consistent with the requirement for staggered district board terms.

The Monterey County Board of Supervisors is asked to adopt a resolution (Attachment C-Draft Resolution) directing the Monterey County Registrar of Voters to take all steps necessary to cancel the special election for EGCSD on May 4, 2021, in accordance with law and as delineated in the EGCSD BOD resolution (Attachment D-1/21/21 EGCSD BOD Resolution).

OTHER AGENCY INVOLVEMENT:
This item was brought to the January 13, 2021 EGCSD Advisory Committee. The Committee expressed that rescheduling the special election would provide candidates additional time to write thorough candidate statements and become adequately educated to submit for district board candidacy.

The EGCSD Advisory Committee Chair and Supervisor Wendy Root Askew's office concur with the proposed cancellation of the EGCSD May 4, 2021 special election. The County Administrative Office also supports the cancellation.

Concurrently today, the EGCSD BOD approved a resolution recommending the Monterey County Board of Supervisors adopt a resolution in support of directing the Monterey County Registrar of Voters to cancel the special election on May 4, 2021 and to remove the posting of the special election and take other actions necessary to effectuate the cancellation of the election.

FINANCING:
EGCSD will reimburse the Elections Department for all costs incurred preparing for the May 4, 2021 special election. Sufficient funding is budgeted in the Fiscal Year 2020-21 Adopted Budget for EGCSD, Fund 181, Appropriation Unit RMA106, to reimburse staff costs and County Elections Department costs.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action complies with the Board of Supervisors Strategic Initiatives for Economic Development to enhance the well-being and prosperity of Monterey County residents and Administration by providing accountability and transparency with regards to the requirements outlined in the CSDL, Section 61042.

_X_ Economic Development
_X_ Administration
___ Health & Human Services
___ Infrastructure
___ Public Safety

Prepared by: Dawn Yonemitsu, Management Analyst I (831) 755-5304
Reviewed by: Dalia Mariscal-Martinez, Management Analyst III
Approved by: Shawne E. Ellerbee, Assistant Director of Public Works, Facilities, & Parks SE
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

Attachments:
Attachment A-BOS Adopted Resolution No. 20-305

Attachment B-EGCSD Discussion
Attachment C-Draft Resolution
Attachment D-1/26/21 EGCSD BOD Resolution
(Attachments are on file with the Clerk of the Board)

Attachment A

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

Resolution No. 20 - 305

a. Direct the Registrar of Voters to conduct a special election on May 4, 2021, wholly by Vote-By-Mail ballot on the following two questions: 1*)* Shall the East Garrison Community Services District have a directly elected Board of Directors? and *2)* If the East Garrison Community Services District shall have a directly elected Board of Directors, which five *(5)* candidates shall be elected to serve?;
b. Limit candidate statements to 200 words and require each candidate to pay the Elections Department for all costs associated with publishing their statement pursuant to Elections Code Section 13307;
c. Stipulate that in the event of a tie, the winning candidate(s) of the special election will be determined by a single coin toss conducted by the Registrar of Voters;
d. Direct the Registrar of Voters post the Resolution directing the Registrar of Voters to hold the special election in accordance with law and these specifications and render all services specified by the Elections Code relating to the election, such services include publication of the Formal Notice of Election Article 3 of Chapter 2, Division 9 of the Elections Code relating to arguments concerning county measures shall apply, as full measure text on the Elections website and Registrar shall provide printed copies upon request at a cost to the District; and
e. Direct the County of Monterey Office of the County Counsel to prepare an impartial summary of the ballot measure for the special election……

WHEREAS, Government Code Section 61029.5(a) designates the Board of Supervisors of Monterey County as the Board of Directors of the East Garrison Community Services District (EGCSD) until conversion to a directly elected board of directors;

WHEREAS, Government Code Section 61029.5(b)(1) requires that when the Monterey County Registrar of Voters certifies, in writing, the number of voters in the EGCSD has reached or exceeded 500, the Monterey County Board of Supervisors may adopt a resolution placing on the ballot the question of whether EGCSD shall have a directly elected board of directors;

WHEREAS, on July 23, 2020, the Monterey County Registrar of Voters certified in writing that the number of voters within the EGCSD has reached or exceeded 500 voters;

WHEREAS, Government Code Section 61029.5(c) also specifies that the voters shall elect members to the EGCSD Board of Directors;

WHEREAS, persons elected to the board of directors shall take office only if a majority of the voters are in favor of having a directly elected board of directors;

WHEREAS, EGCSD has sufficient funds in Fiscal Year 2020-21 to reimburse the County of Monterey Elections Department for conducting the election and the Registrar of Voters for certifying the election results, at an estimated cost of $45,000;

WHEREAS, pursuant to Elections Code Section 13307, whenever an election is called by a district having offices to be filled, the district is required to fix and determine the number of words, either 200 or 400, a candidate may submit on their candidate's statement of qualifications and determine if the candidate and/or political subdivision will pay for the cost of the statement;

WHEREAS, on August 11, 2020, in compliance with Elections Code Section 10509, the EGCSD Secretary delivered notice to the Monterey County Registrar of Voters of the elective offices of the EGCSD Board of Directors to be filled at a special district election and each candidate is to pay for the publication of a statement of qualifications pursuant to Section 13307;

WHEREAS, on August 11, 2020, in compliance with Elections Code Section 10522, the EGCSD Secretary delivered to the Monterey County Registrar of Voters a map showing the boundaries of the district and boundaries of the divisions of the district within Monterey County and a statement indicating in which divisions a director is to be elected and whether any elective officer is to be elected at large at the next EGCSD special district election;

WHEREAS, Elections Code Section 15651 requires the district to determine the means and manner which a tie vote is to be resolved in the event that two or more persons receive an equal number of votes and the highest number of votes ("tie votes") for an office to be voted upon;

WHEREAS, pursuant to Elections Code Section 10002, EGCSD may, by resolution, request that the Monterey County Board of Supervisors permit the Registrar of Voters to render specified services to the District relating to the conduct of the election and that the District shall reimburse the Registrar of Voters, in full, for the services performed upon presentation of an invoice to EGCSD;

WHEREAS, May 4, 2021, is an established Vote-by-Mail ballot election date pursuant to Elections Code Section 1500;

WHEREAS, on September 22, 2020, the EGCSD BOD adopted a resolution recommending that the Monterey County Board of Supervisors adopt a resolution directing the Monterey County Registrar of Voters take all steps necessary to conduct a special election for EGCSD on May 4, 2021, in accordance with law and as delineated in the EGCSD BOD adopted resolution; and

WHEREAS, upon certification by the Monterey County Registrar of Voters that a majority vote of EGCSD registered voters had decided that EGCSD shall have a directly elected board or directors, it would become effective immediately.

NOW, THEREFORE, BE IT RESOLVED THAT the Monterey County Board of Supervisors hereby resolves to approve the following:

Section 1. The foregoing recitals are true and correct, and the Board of Supervisors so finds and determines.

Section 2. The Registrar of Voters shall take all steps necessary to conduct a special election on May 4, 2021, solely by Vote-by-Mail ballot, for all registered voters within the boundaries of the EGCSD to submit to the voters of the District the following question:

"Shall the East Garrison Community Services District have a directly elected Board of Directors?"

In addition, the ballot shall contain the general board member contest to elect five (5) candidates to serve as the EGCSD BOD that shall take effect if the question of a directly elected Board of Directors is approved by a majority of votes cast. Candidate statements shall be limited to 200 words and all candidates for office shall pay for the publication of a statement of qualifications pursuant to Elections Code Section 13307. Candidate statement acceptance starts on January 11, 2021 and ends on February 5, 2021. Information about how to become a candidate is located on the County of Monterey Elections Department website under Candidates-Candidate Guidelines (https://www.montereycountyelections.us/candidate-guidelines/).

The Registrar of Voters shall hold the election in accordance with law and these specifications and render all services specified by the California Elections Code relating to the election, such services include the publication of the Formal Notice of Election Article 3 of Chapter 2 Division 9 of the Elections Code relating to arguments concerning county measures shall apply, and the County of Monterey Office of the Counsel shall prepare an impartial analysis of the ballot measure.

Section 3. The Registrar of Voters shall post the Resolution as full measure text on the Elections website and shall provide printed copies upon request at a cost to the District. The impartial analysis shall include the phrase "The above statement is an impartial analysis of Ordinance or Measure. If you desire a copy of the ordinance or measure, please call the Elections Office at (831) 796-1499, and a copy will be mailed at no cost to you."

Section 4. In the event of any tie vote(s), the winning candidate(s) shall be determined by a single coin toss conducted by the Registrar of Voters.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this 22nd 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 22, 2020.

Dated: September 22, 2020
File ID: RES 20-150
Agenda Item No.: 27

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

Joel G. Pablo, Deputy

Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor John M. Phillips seconded by Supervisor Mary L. Adams to approve Consent Calendar Item Number's 16 through 30.

Adopted Resolution No.: 20 - 305 to:
a. Direct the Registrar of Voters to conduct a special election on May 4, 2021, wholly by Vote-By-Mail ballot on the following two questions:
1) Shall the East Garrison Community Services District have a directly elected Board of Directors? and
2) If the East Garrison Community Services District shall have a directly elected Board of Directors, which five (5) candidates shall be elected to serve?;
b. Limit candidate statements to 200 words and require each candidate to pay the Elections Department for all costs associated with publishing their statement pursuant to Elections Code Section 13307;
c. Stipulate that in the event of a tie, the winning candidate(s) of the special election will be determined by a single coin toss conducted by the Registrar of Voters;
d. Direct the Registrar of Voters to post the Resolution directing the Registrar of Voters to hold the special election in accordance with law and these specifications and render all services specified by the Elections Code relating to the election, such services include publication of the Formal Notice of Election Article 3 of Chapter 2, Division 9 of the Elections Code relating to arguments concerning county measures shall apply, as full measure text on the Elections website and Registrar shall provide printed copies upon request at a cost to the East Garrison Community Services District (EGCSD); and
e. Direct the County of Monterey Office of the County Counsel to prepare an impartial summary of the ballot measure for the special election.

PASSED AND ADOPTED on this 22nd 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 22, 2020.

Dated: September 22, 2020
File ID: RES 20-150
Agenda Item No.: 27

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

Joel G. Pablo, Deputy

Attachment B

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EAST GARRISON COMMUNITY SERVICES DISTRICT DISCUSSION

The East Garrison Community Services District (EGCSD) was established in 2006 to provide certain services in the proposed East Garrison development. The Monterey County Board of Supervisors (BOS) currently serves as the Board of Directors (BOD) of the EGCSD pursuant to Government Code Section 61029.5, which states that when certain conditions are met, an election shall be held presenting East Garrison voters with the option of becoming independent from the County and electing their own board.

On September 22, 2020, the Board of Supervisors adopted a resolution directing the Registrar of Voters to conduct a special election on May 4, 2021 (see Attachment A-BOS Resolution No. 20-305).

On January 13, 2021, County Counsel determined that a May election date created legal inconsistencies with structuring new Board terms and that a November election would resolve those inconsistencies.

Community Services District Law (CSDL) (Government Code section 61000 et seq.) contains a provision regarding elections for EGCSD independence. It states that "*the Board of Supervisors of the County of Monterey shall adopt a resolution, placing the question of having an elected board of directors on the ballot when any of the following occurs: (1) When the registrar of voters certifies in writing that the number of voters in the East Garrison Community Services District has reached or exceeded 500."* (Section 61029.5) Additional conditions are listed for triggering an election. There is no additional language in this code section stating when such an election is to occur.

Utilizing the authority granted by the CSDL, the BOS adopted a series of resolutions related to the EGCSD on March 14, 2006, including a resolution containing bylaws. The bylaws describe the establishment of a future independent BOD as follows: *Section 2.03 Elections. So long as the Monterey County Board of Supervisors serves as the Board, the election of members of the Board shall be governed as they would be for the County Board of Supervisors. When the conversion to a directly elected independent Board is accomplished under Government Code Section 61029.5, elections will be conducted pursuant to state law. Members of the Board shall be classified into two classes. One class shall have three members and the other class shall have two members. For the class that has three members, the terms of office that begin after the first general District election pursuant to Government Code Section 61029.5 shall be four years. For the class that has two members, the initial terms of office that begin after the first general District election pursuant to Section 61029.5 shall be two years. Thereafter, the terms of all members shall be four years.*

The CSDL Part 2, Chapter 3, entitled "Board of Directors", lays out the requirements for structuring community services district boards. Section 61042 includes the following provisions: *(a) The term of office of each member of a board of directors is four years or until his or her successor qualifies and takes office. Directors shall take office at noon on the first Friday in December following their election. (b) For districts formed before January 1, 2006, where the members of the board of directors are not serving staggered terms, at the first meeting after January 1, 2006, the members shall classify themselves by lot into two classes. One class shall have three members and the other class shall have two members. For the class that has three members, the terms of the offices that begin after the next general district election shall be four years. For the class that has two members, the initial terms of the offices that begin after the next general district election shall be two years. Thereafter, the terms of all members shall be four years.*

This provision requires Board terms to commence on the first Friday of December following the election. It also contains a procedure to establish staggered terms, consistent with the EGCSD bylaws, which appear to have utilized language from this code section.

Finally, Adopted Resolution No. 20-305 ordering the election provides that "*upon certification by the Monterey County Registrar of Voters that a majority vote of EGCSD registered voters had decided that EGCSD shall have a directly elected board or directors, it would become effective immediately* In order to take effect immediately, Board terms would need to commence immediately as well, otherwise the independent CSD would be incapable of operating. This would result in a term of office that is inconsistent with Section 61042 cited above.

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Before the Board of Supervisors of the County of Monterey
State of California

Resolution No. 20- _____

Adopt a resolution to direct the Registrar of Voters to:
a. Cancel the special election on May 4, 2021; and)
b. Remove the posting of the special election and take other)
actions necessary to effectuate the cancellation of the election.)

WHEREAS, Government Code Section 61029.5(a) designates the Board of Supervisors of Monterey County as the Board of Directors of the East Garrison Community Services District (EGCSD), until conversion to a directly elected board of directors;

WHEREAS, on September 22, 2020, the Monterey County Board of Supervisors adopted Resolution No. 20-305 directing the Monterey County Registrar of Voters conduct a special election for EGCSD on May 4, 2021;

WHEREAS, on January 13, 2021, it was determined by County Counsel that a May election date created legal inconsistencies with structuring new district board terms;

WHEREAS, Public Works, Facilities, & Parks concurs with cancelling the May special election and recommends moving it to a November date to resolve legal inconsistencies;

WHEREAS, EGCSD has sufficient funds in Fiscal Year 2020-21 to reimburse the County of Monterey Elections Department for preparations for the May 4, 2021 special election;

WHEREAS, the County requested the election and can cancel its request; therefore, the Elections Department is not legally mandated to hold this election; and

WHEREAS, on January 26, 2021, the EGCSD BOD concurrently adopted a resolution recommending that the Monterey County Board of Supervisors adopt a resolution directing the Monterey County Registrar of Voters to cancel the special election on May 4, 2021 and to remove the posting of the special election and take other actions necessary to effectuate the cancellation of the election.

NOW, THEREFORE, BE IT RESOLVED THAT the Monterey County Board of Supervisors hereby resolves to approve the following:

Section 1. The foregoing recitals are true and correct, and the Board of Supervisors so finds and determines.

Section 2. Directs that the Registrar of Voters shall cancel the EGCSD special election on May 4, 2021, and remove the posting of the special election and take other actions necessary to effectuate the cancellation of the election.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

AYES: Supervisors
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 Minute Book ___ for the meeting on January 26, 2021.

Dated: January 2021
File Number:

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

By _____
Deputy

Attachment D

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Before the Board of Supervisors of the County of Monterey,
Acting as the Board of Directors of the East Garrison Community Services District
State of California

Resolution No. 20-_____

Acting as the Board of Directors of the East Garrison Community Services District: a. Adopt a resolution recommending the Monterey County Board of Supervisors: 1) Direct the Registrar of Voters to cancel special election on May 4, 2021, and 2) Direct the Registrar of Voters to remove the posting of the special election and take any other actions necessary to effectuate the cancellation of the election; and b. Direct East Garrison Community Services District to reimburse the Elections Department, in full, for costs associated with preparing the special election on May 4, 2021.	)

WHEREAS, Government Code Section 61029.5(a) designates the Board of Supervisors of Monterey County as the Board of Directors of the East Garrison Community Services District (EGCSD), until conversion to a directly elected board of directors;

WHEREAS, on September 22, 2020, the Board of Directors of the EGCSD adopted Resolution No. 20-307 recommending the Monterey County Board of Supervisors direct the Monterey County Registrar of Voters to conduct a special election on May 4, 2021;

WHEREAS, on September 22, 2020, the Monterey County Board of Supervisors adopted Resolution No. 20-305 directing the Monterey County Registrar of Voters to conduct a special election on May 4, 2021;

WHEREAS, on January 13, 2021, it was determined by County Counsel that a May election date created legal inconsistencies with structuring new district board terms;

WHEREAS, Public Works, Facilities, & Parks staff concurs and recommends canceling the EGCSD special election scheduled for May 4, 2021 to avoid legal inconsistencies associated with structuring new district board terms;

WHEREAS, EGCSD has sufficient funds in Fiscal Year 2020-21 to reimburse the County of Monterey Elections Department for preparing for the May 4, 2021 special election; and

WHEREAS, as the County requested the election, the County can cancel its request, the Elections Department is not legally mandated to hold this election.

NOW, THEREFORE, BE IT RESOLVED THAT the Monterey County Board of Supervisors, acting as the Board of Directors of the EGCSD (EGCSD BOD), hereby resolves to approve the following:

Section 1. The foregoing recitals are true and correct, and the Board of Directors so finds and determines.

Section 2. The EGCSD BOD recommends that the Monterey County Board of Supervisors adopt a resolution directing the Registrar of Voters to cancel the special election on May 4, 2021, and remove the posting of the special election and take other actions necessary to effectuate the cancellation of the election.

Section 3. The EGCSD BOD directs that EGCSD shall reimburse the Elections Department, in full, for the services performed by the Elections Department and Registrar of Voters to prepare for the special election on May 4, 2021, upon presentation of an invoice to EGCSD.

PASSED AND ADOPTED on this 26th day of January 26, 2021, by roll call vote:

AYES: Supervisors
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 Minute Book ___ for the meeting on January 26, 2021.

Dated:
File Number:

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

By _____
Deputy

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
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Board Order

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

Resolution No.: 21-027
Direct the Registrar of Voters to:
a. Cancel the East Garrison Community Services District (EGCSD) special election scheduled on May 4, 2021, and
b. Remove the posting for the EGCSD special election and take other actions necessary to effectuate the cancellation of the election.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: RES 21-017
Agenda Item No.: 54

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

Julian Lorenzana, Deputy

Before the Board of Supervisors of the County of Monterey State of California

Resolution No.: 21-027
Direct the Registrar of Voters to:)
a. Cancel the special election on May 4, 2021; and)
b. Remove the posting of the special election and take other actions)
necessary to effectuate the cancellation of the election……)

WHEREAS, Government Code Section 61029.5(a) designates the Board of Supervisors of Monterey County as the Board of Directors of the East Garrison Community Services District (EGCSD), until conversion to a directly elected board of directors;

WHEREAS, on September 22, 2020, the Monterey County Board of Supervisors adopted Resolution No. 20-305 directing the Monterey County Registrar of Voters conduct a special election for EGCSD on May 4, 2021;

WHEREAS, on January 13, 2021, it was determined by County Counsel that a May election date created legal inconsistencies with structuring new district board terms;

WHEREAS, Public Works, Facilities, & Parks concurs with cancelling the May special election and recommends moving it to a November date to resolve legal inconsistencies;

WHEREAS, EGCSD has sufficient funds in Fiscal Year 2020-21 to reimburse the County of Monterey Elections Department for preparations for the May 4, 2021 special election;

WHEREAS, the County requested the election and can cancel its request; therefore, the Elections Department is not legally mandated to hold this election; and

WHEREAS, on January 26, 2021, the EGCSD BOD concurrently adopted a resolution recommending that the Monterey County Board of Supervisors adopt a resolution directing the Monterey County Registrar of Voters to cancel the special election on May 4, 2021 and to remove the posting of the special election and take other actions necessary to effectuate the cancellation of the election.

NOW, THEREFORE, BE IT RESOLVED THAT the Monterey County Board of Supervisors hereby resolves to approve the following:

Section 1. The foregoing recitals are true and correct, and the Board of Supervisors so finds and determines.

Section 2. Directs that the Registrar of Voters shall cancel the EGCSD special election on May 4, 2021 and remove the posting of the special election and take other actions necessary to effectuate the cancellation of the election.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: RES 21-017
Agenda Item No.: 54

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

Julian Lorenzana, Deputy

Monterey County

Board Report

Legistar File Number: 21-088

Item No.54.1

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

January 26, 2021

Introduced: 1/22/2021

Current Status: Addenda/Addendum/Supplemental

Version: 1

Matter Type: General Agenda Item

ADDENDA

Added Appointment

16. Appoint Monica Hale to the To the Commission on the Status of Woman, with a term ending date of February 1, 2023. (Supervisor Phillips)

48.1 Adopt a Resolution directing the Auditor-Controller to amend the FY 2020-21 Adopted Budget for the County Administrative Office (CAO), Fund 001, Appropriation Unit CAO005, Unit 8056, to increase appropriations by $103,900, where the funding source is a release of Cannabis Assignment (BSA- 001-3132) funds or other source approved by the Board (4/5ths vote)

SUPPLEMENTAL

Removed from Scheduled PM

26. a. Approve Amendment No. 4 to the Subdivision Improvement Agreement for the York Highlands Resubdivision for an extension of 24 months (May 22, 2022); and

b. Authorize the Chair to execute the Amendment and direct the Clerk of the Board to record the Amendment with the County Recorder.

Removed from Consent Calendar

52. Adopt a Resolution to:

a. Re-declare identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods located near the City of Carmel as surplus real property and no longer needed for County or public purposes;

b. Direct the Department of Public Works, Facilities, & Parks to publish a Notice of Intention to Sell Surplus Property for the identified remnant lanes in the unincorporated areas of Hatton Fields and Carmel Woods per Government Code section 25526;

c. Find that all remnant lane sales are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15312 Surplus Government Property Sales;

d. Delegate the Contracts/Purchasing Officer the authority to execute final Offers and Agreements to Purchase Real Property, Quitclaim Deeds, and other necessary transfer documents to complete present and future surplus remnant lane sales not exceeding $25,000 for a period of five (5) years, pursuant to Government Code section 25526.5; and

e. Direct the Housing and Community Development Department to issue a certificate of compliance for a legal lot line adjustment within thirty (30) days of a completed remnant lane sale to expedite

the legal lot line adjustment process as an incentive for neighboring property owners to purchase a remnant lane.

Added to Adjournment

Adjourn in Memory of Howard “Gus” Gustafson

Business Associate Addendum

This Business Associate Addendum ("Addendum") supplements and is made a part of the Base Agreement identified in the signature block, and applicable transaction document(s), between Client and International Business Machines Corporation (IBM) for the services that will be processing protected health information of individuals governed by U.S. laws and regulations (collectively, the "Agreement"). IBM and Client may be referred to individually as a "Party" or collectively as the "Parties." Once accepted electronically, any reproduction made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original.

RECITALS

Client is a "covered entity", as such term is defined by HIPAA (defined below).

Client and IBM are Parties to the Agreement pursuant to which IBM provides certain services to Client. In connection with those services, the Parties anticipate that it may be necessary for IBM to create, receive, maintain, transmit, use, or disclose certain Protected Health Information from, or on behalf of, Client ("Client PHI") that is subject to protection under the privacy, security and breach notification requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, including by the Health Information Technology for Economic & Clinical Health Act of the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), certain regulations promulgated under HIPAA by the United States Department of Health and Human Services at 45 C.F.R. Parts 160 and 164 and certain regulations promulgated pursuant to the HITECH Act (collectively, "HIPAA").

The purpose of this Addendum is to help facilitate the Parties' compliance with the requirements of HIPAA, as applicable when IBM is acting as a business associate of Client.

Client acknowledges that IBM may act in a capacity other than as a business associate and that this Addendum only applies to the extent that IBM is acting as a business associate for Client. Hereinafter, however, IBM will be referred to as "Business Associate."

NOW, THEREFORE, in consideration of the mutual promises and other consideration contained in this Addendum, the delivery and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms have the same meaning as set forth in HIPAA. "Applicable Law" means, in respect of any person, all provisions of constitutions, statutes, rules, regulations, and orders of governmental bodies or regulatory agencies applicable to such person, including, without limitation, HIPAA and state privacy laws and security breach notification laws, and all orders and decrees of all courts and arbitrators in proceedings or actions to which the person in question is a party or by which it or its properties are bound.

2. Applicability. This Addendum shall be applicable solely to Protected Health Information that is Client PHI. Client will not provide Business Associate with access to, or direct Business Associate to create, receive, maintain, transmit, use, or disclose, Client PHI unless a description of the Client PHI, its location and any requirements related to such Client PHI are mutually agreed upon in the applicable transaction document.

3. Minimum Necessary Disclosures. In accordance with HIPAA, Client shall limit its uses, disclosures and requests of Client PHI to Business Associate to the minimum necessary to accomplish the services Business Associate is performing for Client. Business Associate shall further limit its use, disclosures and requests of Client PHI to the minimum necessary Client PHI to perform or have performed the services Business Associate is performing for Client. In each case, Client shall exercise reasonable discretion to determine what constitutes minimum necessary Client PHI.

4. Scope of Use of Client PHI. Business Associate shall not create, receive, maintain, transmit, use, or disclose Client PHI for any purpose other than as permitted or required by this Addendum or as Required By Law; provided that to the extent Business Associate is to carry out Client's obligations under the Privacy Rule as agreed by the Parties in writing, Business Associate will comply with the requirements of the Privacy Rule that apply to Client in the performance of those obligations.

5. Permitted Uses and Disclosures. Unless otherwise limited in this Addendum, in addition to any other uses and/or disclosures permitted or required by this Addendum, Business Associate may:

5.1 create, receive, maintain, transmit, use, and disclose Client PHI as necessary to provide the services and perform its obligations under the Agreement; and

5.2 create, receive, maintain, transmit, use, and disclose Client PHI for the proper management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate, provided that, with respect to disclosures: (i) the disclosures are Required by Law; or (ii) any third party to which Business Associate discloses Client PHI provides written reasonable assurances in advance that: (a) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party; and (b) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the Client PHI has been compromised.

6. **Safeguards for the Protection of Client PHI.** Business Associate shall: (i) use safeguards that are designed to appropriately prevent the use or disclosure (other than as provided for by this Addendum) of Client PHI; and (ii) implement administrative, physical and technical safeguards that are designed to reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Client PHI. If Business Associate agrees at the request of Client to provide customized safeguards, such safeguards shall be documented in applicable statements of work or in comparable contract documents describing the services to be performed. In all cases, Business Associate shall comply with the Security Rule requirements for business associates in 45 C.F.R. Parts 160 and 164 (Subparts A & C).

7. **Reporting of Unauthorized Uses or Disclosures.** In compliance with HIPAA Business Associate shall report to Client:

7.1 any use or disclosure of Client PHI of which Business Associate becomes aware that is not provided for or permitted in this Addendum.;

7.2 any Security Incident of which Business Associate becomes aware; provided, however, that the Parties acknowledge and agree that no additional notice is required by Business Associate to Client for the ongoing existence and occurrence of Unsuccessful Security Incidents. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, disclosure, modification or destruction of Client PHI or intentional interference with system operations in an information system that contains Client PHI; and

7.3 any Breach of Unsecured Client PHI of which Business Associate becomes aware, without unreasonable delay and in no case later than 30 days following the discovery by Business Associate of such Breach. Business Associate shall provide Client with written notification of Breach in accordance with 45 C.F.R. § 164.410.

8. **Use of Subcontractors**. Business Associate shall cause each Subcontractor of Business Associate (including, without limitation, a Subcontractor that is an agent under Applicable Law) that creates, receives, maintains, transmits, uses, or discloses Client PHI on behalf of Client to sign a written agreement with Business Associate satisfying the requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a)(2) and containing at least as restrictive provisions and conditions related to the protection of Client PHI as those that apply to Business Associate under this Addendum.

9. **Authorized Access to and Amendment of Client PHI.** Only to the extent that Business Associate maintains Client PHI in Designated Record Sets, Business Associate shall: (i) within 30 business days of a written request by Client for access to Client PHI about an Individual contained in any Designated Record Set of Client maintained by Business Associate, make available to Client in accordance with 45 C.F.R. § 164.524, all such Client PHI held by Business Associate, including electronic access to Client PHI maintained by Business Associate in electronic form; and (ii) within 30 business days of a written request by Client to amend Client PHI, incorporate any amendments Client makes to Client PHI in accordance with 45 C.F.R. § 164.526. In the event that Business Associate receives a request for access to Client PHI directly from an Individual, Business Associate shall direct the Individual to contact Client directly.

10. **Accounting of Disclosures of Client PH**I. Business Associate shall keep records of disclosures of Client PHI made by Business Associate (the "Disclosure Accounting") during the term of this Addendum in accordance with 45 C.F.R. § 164.528. Business Associate shall provide the Disclosure Accounting to Client within 45 days of receiving a written request therefor from Client. Business Associate shall comply with, and assist Client in compliance with, additional requirements of 42 U.S.C. § 13405(c), if and when applicable. In the event that Business Associate receives a request for a Disclosure Accounting of Client PHI directly from an Individual, Business Associate shall direct the Individual to contact Client directly.

11. **Health and Human Services.** Business Associate shall make its internal practices, books and records related to the use and disclosure of Client PHI under the Agreement and this Addendum available to Secretary of the Department of Health and Human Services for the purpose of determining Client's compliance with 45 C.F.R. § 164.500 et seq.

12. **Client Responsibilities.** Client warrants that it has obtained and will obtain any consents, Authorizations, and/or other legal permissions required under HIPAA and other Applicable Law for the disclosure of Client PHI to Business Associate. Client shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of Client PHI under this Addendum. Client shall not agree to any restriction on the creation, receipt, maintenance, transmission, use, or disclosure of PHI under 45 C.F.R. § 164.522 that restricts Business Associate's creation, receipt, maintenance, transmission, use, or disclosure of Client PHI under this Agreement unless such restriction is Required By Law or Business Associate grants its written consent to such restriction, which consent shall not be unreasonably withheld.

13. **Future Protections of Client PHI.** Upon the expiration or earlier termination of this Addendum for any reason, if feasible, Business Associate shall return to Client, or, at Client's direction, destroy, all Client PHI in any form. If Business Associate determines that such return or destruction is not feasible, Business Associate shall extend the protections of this Addendum to the Client PHI and shall limit further creation, receipt, maintenance, transmission, use, or disclosure to those purposes that make the return or destruction of the Client PHI infeasible.

14. **Termination.** Either Party (the "Non-Breaching Party") may terminate this Addendum upon 30 days' prior written notice to the other party (the "Breaching Party") in the event that the Breaching Party materially breaches this Addendum and such breach is not cured to the reasonable satisfaction of the Non-Breaching Party within such 30-day period. In the event of termination of this Addendum, either Party may terminate those portions of the Agreement, and only those portions of the Agreement, that require Business Associate to create, receive, maintain, transmit, use, or disclose Client PHI, in accordance with and subject to any rights to cure and payment obligations specified in the Agreement.

15. **Effect on Agreement.** This Addendum is not intended to, nor shall it be construed to, reduce or diminish any of Business Associate's or Client's obligations under the Agreement. Accordingly, except as set forth in section entitled "Termination" or to the extent expressly inconsistent with this Addendum, all other terms of the Agreement shall remain in full force and effect and shall not be modified, diminished, or reduced hereby. In the event of a conflict between this Addendum and the Base Agreement, including applicable transaction document, with respect to the privacy and security of Client PHI or compliance with HIPAA, the terms more protective of Client PHI shall control. In all other cases, the terms of the Agreement shall control.

16. **No Intended Third Party Beneficiaries.** There are no intended third party beneficiaries under this Addendum.

17. **Independent Contractor Status.** The Parties acknowledge and agree that Business Associate is at all times acting as an independent contractor of Client and not as an agent or employee of Client under this Addendum.

18. **Assignment.** Neither Party may assign this Addendum, in whole or in part, without the prior written consent of the other. Any attempt to do so is void. Neither Party will unreasonably withhold such consent. The assignment of this Addendum, in whole or in part, to any majority-owned subsidiary in the United States or to a successor organization by merger or acquisition does not require the consent of the other. It is not considered an assignment for Business Associate to divest a portion of its business in a manner that similarly affects all of its Clients.

19. **Future Amendments.** Any future amendments to HIPAA affecting the required provisions of business associate agreements are hereby incorporated by reference into this Addendum as if set forth in this Addendum in their entirety, effective on the later of the effective date of this Addendum or such subsequent date as may be specified by HIPAA. No other amendment to this Addendum shall be valid unless agreed to in writing by both Parties.

Each Party accepts the terms of this Business Associate Addendum by signing this Addendum (or another document that incorporates it by reference) by hand or electronically.

Agreed to:
Client Company Name:

By_____
Authorized signature

Title:

Name (type or print):

Date:

Client number:

Enterprise number:

Client address:

Agreed to:
International Business Machines Corporation

By E-SIGNED by Russell Fankhauser on 2020-12-04 17:33:40 GMT
Authorized signature

Title: Russell Fankhauser

Name (type or print):

Date: 2020-12-04

Base Agreement number:

IBM address: