

Monterey County

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



Meeting Agenda - Final-Revised

Tuesday, February 23, 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. - Call to Order

Roll Call

Additions and Corrections for Closed Session by County Counsel

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

Closed Session

1. Closed Session under Government Code section 54950, relating to the following items:
 - a. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding three matters of significant exposure to litigation.
 - b. 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.
 - c. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
 - (1) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana HurtadoEmployee Organization(s): All Units
 - e. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of potential initiation of litigation.
 - f. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
 - (1) *Michelle Moore, et al. v. City of Salinas, et al.*, Monterey County Superior Court Case No. 17CV001413

Public Comment**The Board Recesses for Closed Session Agenda Items**

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

10:30 A.M. - Reconvene on Public Agenda Items**Roll Call****Pledge of Allegiance****Additions and Corrections by Clerk**

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

Consent Calendar- (See Supplemental Sheet)

2. Approval of Consent Calendar Items No. 18 through 27.

Ceremonial Resolutions

3. Resolution Commending Deputy Anthony Joseph Scariot upon his retirement from 24 years of public service with the Monterey County Sheriff's Office. (Full Board - Supervisor Askew)

Attachments: [Ceremonial Resolution - Deputy Anthony Joesph Scariot](#)

4. Resolution Commending Deputy Dorothy Thomas upon her retirement from 12 years of public service with the Monterey County Sheriff's Office. (Full Board - Supervisor Askew)

Attachments: [Ceremonial Resolution - Deputy Dorothy Thomas](#)

Appointments

5. Appoint Carole Piffero to the Gonzales Cemetery District, with a term ending date of April 14, 2024. (Supervisor Lopez)

Attachments: [Notification to clerk of appt– Piffero](#)

6. Appoint Rosie Sanchez to the Gonzales Cemetery District, with a term ending date of April 14, 2022. (Supervisor Lopez)

Attachments: [Notification to clerk of appt– Sanchez](#)

7. Reappoint Dionne Ybarra to the Commission on the Status of Women, with a term ending date of February 1, 2024. (Supervisor Adams)

Attachments: [Notification to clerk of appt – Ybarra](#)

8. Appoint Robert Hellam to the Community Restorative Justice Commission, with a term ending date of February 23, 2024. (Full Board)

Attachments: [Notification to clerk of appt– Hellam](#)
[Resume](#)

9. Appoint Luz Garcia to the Emergency Medical Care Committee, with a term ending date of June 30, 2022. (full board)

Attachments: [Notification to clerk of appt – Garcia](#)
[Resume](#)

10. Appoint Alicia C. Blanco to the Gonzales Cemetery District, with a term ending date of April 14, 2025. (Supervisor Lopez)

Attachments: [Notification to clerk of appt– Blanco](#)

- 10.1 Reappoint George Hines to the Monterey Regional Fire Protection District, with a term ending date of March 1, 2025. (Supervisor Adams) (ADDED VIA ADDENDUM)

Attachments: [Notification to clerk of appt– Haines](#)

- 10.2 Reappoint Rich Speciale to the Monterey Regional Fire Protection District, with a term ending date of March 1, 2025. (Supervisor Adams) (ADDED VIA ADDENDUM)

Attachments: [Notification to clerk of appt- Speciale](#)

Other Board Matters

11. Board Comments
12. County Administration Officer Comments and Referrals

Attachments: [Referrals 2-23-21](#)

- 12.1** Consider approval of a recommendation from the Legislative Committee to authorize a letter of support for the U.S. Citizenship Act of 2021. (ADDED VIA ADDENDUM)

Attachments: [Board Report](#)
[US - H.R. 1177 - US Citizenship Act of 2021](#)

- 13.** General Public Comments

10:30 A.M. - Scheduled Matters

- 14.** a. Receive the 2020 Annual Report on the implementation of the Memorandum of Understanding between the City of Salinas and the County of Monterey regarding mutual planning and implementation of government services and facilities in downtown Salinas; and,
b. Direct staff to return with an updated Memorandum of Understanding by June 30, 2021.

Attachments: [Board Report](#)
[Attachment A - Schedule of Performance 2020 Annual Report](#)

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

1:30 P.M. - Scheduled Matters

- 15.** 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
- 16.** Receive an update on renewable energy requirements for indoor commercial cannabis cultivators, and direct the Housing and Community Development Planning staff to amend Titles 20 and 21 of the Monterey County Code to align with s renewable energy requirements of comparable jurisdictions or the State.

Attachments: [Attachment A Renewable Energy Requirements by Jurisdiction](#)
[Board Report](#)

- 17.** Public hearing (continued from February 9, 2021) to consider an appeal by Leonard McIntosh from the September 30, 2020 Planning Commission decision approving an amendment to a Combined Development Permit to allow construction of a 22,137 square foot, two-story, 15-unit residential apartment building, on vacant Lot 5 of the

Laguna Seca Office Park (LSOP) and approving a General Development Plan for Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 [Condominium Units 103 & 104] and 19 [Condominium Unit 002] of the LSOP to allow residential and/or commercial uses on any single lot, such that the cumulative total of residential square footage across all lots covered by the General Development Plan does not exceed the cumulative total commercial square footage across the LSOP.

Proposed CEQA Action: Consider an Addendum together with the Final Environmental Impact Report for the Laguna Seca Office Park in accordance with CEQA Guidelines Section 15164.

[PLN170765 -Leonard H. McIntosh Family Trust, 24491 Citation Court, Monterey, Greater Monterey Peninsula Area Plan. (APNs: 173-121-002, 173-121-003, 173-121-004, 173-121-005 (Lot 5), 173-121-023, & 173-121-026, 173-121-009, 173-121-011, 173-121-015, 173-121-016, 173-123-001, 173-123-003, 173-123-006, & 173-124-001)]

Attachments: [Board Report](#)

[Attachment A - Discussion](#)

[Attachment B - Maps](#)

[Attachment C - Draft Resolution](#)

[Attachment D - Planning Commission Resolutions](#)

[Attachment E - Notice of Appeal dated October 26, 2020](#)

[Attachment F - Addendum to LSOP FEIR](#)

[Attachment G - LSOP FEIR](#)

[Attachment H - Housing Advisory Committee Minutes of August 26, 2020](#)

[Attachment J - Technical Reports](#)

[Attachment K - Correspondence](#)

Read Out from Closed Session by County Counsel

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

Adjournment

Adjourn in memory of Clem Albertoni, David Banuelos and Gaston Georis

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

18. a. Authorize the Chief Executive Office for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 (Order Form) to the agreement (A-13957) with Kronos, including one (1) future amendment, for software support and professional services, with no change to the term and will be concurrent to the original agreement term (July 1, 2018 through June 30, 2023) and adding \$46,349.38 for a revised total agreement amount not to exceed \$1,509,441
- b. Authorize the Deputy Purchasing Agent for NMC or his designee to execute up to one (1) future amendment to the agreement, which does not significantly alter the scope of work and does not cause an increase of more than ten percent (10%) (143,900) of the original cost of the agreement per the amendment.

Attachments: [Board Report.pdf](#)
[Kronos Inc Amendment No. 2 \(Order Form\).pdf](#)
[Kronos Inc Amendment No. 1.pdf](#)
[Kronos Inc Agreement 1 of 3.pdf](#)
[Kronos Inc Agreement 2 of 3 .pdf](#)
[Kronos Inc Agreement 3 of 3.pdf](#)

19. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an amendment No. 3 to the agreement (A-14280) with Optuminsight, Inc. for perioperative (surgery) consulting services to improve the number of surgical procedures and patients satisfaction, extending the agreement an additional two (2) years (April 1, 2023 through March 31, 2025) for a revised full agreement term of March 26, 2019 through March 31, 2025 and adding \$540,000 for a revised full agreement amount not to exceed \$ 2,220,000.

Attachments: [Board Report.pdf](#)
[Optuminsight amendment No. 3.pdf](#)
[Optuminsight amendment No. 2.pdf](#)
[Optuminsight amendment No.1.pdf](#)
[Optuminsight Agreement.pdf](#)

Health Department

20. a. Approve and authorize the Director of Health or the Assistant Director of Health to execute a Software License Agreement with CoStar Realty Information, Inc. for access to on-line information and analytics on commercial real estate for one (1) year term, upon execution, in the amount not to exceed, \$12,240.00; and
- b. Accept non-standard language (limitation of liability, no warranty, indemnification, no insurance) in the Agreement as recommended by the Director of Health; and

c. Authorize the Director of Health or the Assistant Director of Health authority to sign three (3) future twelve (12)-month amendments to the Agreement under the same or similar terms that do not significantly alter the scope of work or increase the annual payments in excess of 10% per year over the original Agreement amount (\$1,224.00).

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

General Government

- 21.** Review, approve, and adopt the proposed revised Reasonable Accommodation Policy.

Attachments: [Board Report](#)
 [Attachment A - 2021 Proposed Revised Reasonable Accommodation Policy](#)
 [Attachment B - 2012 EO ADA and RA Policy](#)

- 22.** Receive the action minutes from the Legislative Committee meetings on November 9, 2020, December 17, 2020 and January 11, 2021.

Attachments: [Board Report](#)
 [November 9, 2020 Legislative Committee Minutes - Final](#)
 [December 17, 2020 Special Legislative Committee Minutes - final](#)
 [January 11, 2021 Legislative Committee Minutes - Final](#)

- 23.** Adopt recommendations from the Legislative Committee to:
- a. Approve Amendment No. 5 to the Professional Services Agreement (Agreement) with Nossaman LLP for state legislative advocacy services and grant and funding advocacy services, increase funding for state legislative advocacy services by 15% monthly effective March 1, 2021, for a total not to exceed \$900,123.92 for the period of August 1, 2017 to June 30, 2022;
 - b. Approve Amendment No. 3 to the Professional Services Agreement (Agreement) with Ballard Spahr LLP for federal legislative advocacy services, increase funding for federal legislative advocacy services by 15% monthly effective March 1, 2021, for a total not to exceed \$253,731.69 for the period of January 29, 2019 to June 30, 2022; and
 - c. Authorize the Contracts/Purchasing Officer to extend the Agreements for up to three (3) additional one (1) year periods under the same scope of work and payment provisions included in the amended Agreements subject to budget approval.

Attachments: [Board Report](#)
[Exhibit A - Nossaman LLP, Amendment No. 5](#)
[Exhibit B - Nossaman Agreement + Amend No. 1 2 3 4](#)
[Exhibit C - Ballard Spahr LLP, amendment No. 3](#)
[Exhibit D - Ballard Spahr Agreement + Amend No. 1 2](#)

Public Works, Facilities and Parks

- 24.** Retroactively add the Old Stage Road Bridge Emergency Replacement Project, County Bridge No. 119, State Bridge No 44-C0134 (Project) over El Gabilan Creek to the PWFP FY 2020/21 Annual Work Program for Road Fund and adopt Project Plans.

Attachments: [Board Report](#)
[Attachment A - Project Budget](#)

- 25.** a. Approve and authorize the Auditor Controller to amend the Fiscal Year 2020-21 Adopted Budget, Fund 001, Budget Unit 8510, Appropriations Unit RMA104, to increase appropriations and revenues by \$116,789 for the Parks Operations, where the financing source is the California Department of Forestry and Fire Protection California Climate Investments (CCI) Fire Prevention Grant Program to manage wildfire risk at Jacks Peak County Park through fuel load reduction (4/5th vote required).

Attachments: [Board Report](#)
[Attachment A - Draft Board Resolution.pdf](#)
[Attachment B - Board Resolution No. 18-374.pdf](#)
[Attachment C - California Dept of Forestry & Fire Protection CCI Forest Health C](#)
[Attachment D - Project Area Map.pdf](#)
[Attachment E - Project Cost Estimates from Goats R Us and Topes Tree Service](#)

- 26.** Adopt a Resolution to authorize the Department of Public Works, Facilities, & Parks to submit a grant application for up to \$7.5 million in competitive grant funding from the California Department of Parks and Recreation Statewide Park Development and Community Revitalization Program for the San Lorenzo County Park Project (Project) in King City, California:
- a. Certify that Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project;
 - b. Certify that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project;
 - c. Certify that Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide;
 - d. Delegate the authority to the Director of Public Works, Facilities, & Parks or

designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope;

e. Agree to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines; and

f. Will consider promoting inclusion per Public Resource Code (PRC §80001(b)(8 A-G).

Attachments: [Board Report](#)

[Attachment A-SPP Application Guide](#)

[Attachment B-SPP Grant Administration Guide](#)

[Attachment C-Conceptual Site Plan](#)

[Attachment D-Proposed Project Overview](#)

[Attachment E-Draft Resolution](#)

27.

a. Introduce, waive the reading, and set March 9, 2021 as the date to consider the adoption of an ordinance amending Chapter 12.44 of the Monterey County Code to rescind Article VII and Article VIII, and add an amended Article VII to the Monterey County Code to make the California Vehicle Code applicable to all private roads generally held open for public use in the East Garrison Subdivision, Phases One, Two, and Three, in the East Garrison area of the unincorporated County.

b. Find that the adoption of the ordinance is categorically exempt per Section 15301(c) of the CEQA Guidelines.

Attachments: [Board Report](#)

[Attachment A - Ordinance](#)

[Attachment B - Location Map](#)

Addendum

28.

Added to Other Board Matters

12.1 Consider approval of a recommendation from the Legislative Committee to authorize a letter of support for the U.S. Citizenship Act of 2021.

Added to Appointments

10.1 Reappoint George Hines to the Monterey Regional Fire Protection District, with a term ending date of March 1, 2025. (Supervisor Adams)

10.2 Reappoint Rich Speciale to the Monterey Regional Fire Protection District, with a term ending date of March 1, 2025. (Supervisor Adams)

Added to Adjournment

Adjourn in memory of Clem Albertoni, David Banuelos and Gaston Georis



Monterey County

Item No.1

Board Report

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

Legistar File Number: CS 21-009

February 23, 2021

Introduced: 2/16/2021

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

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

- a. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding three matters of significant exposure to litigation.
- b. 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.
- c. 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
- e. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of potential initiation of litigation.
- f. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) *Michelle Moore, et al. v. City of Salinas, et al.*, Monterey County Superior Court Case No. 17CV001413



Monterey County

Board Report

Legistar File Number: 21-149

Item No.2

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

February 23, 2021

Introduced: 2/11/2021

Version: 1

Current Status: Consent Agenda

Matter Type: General Agenda Item

Approval of Consent Calendar Items No. 18 through 27.



Monterey County

Item No.3

Board Report

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

Legistar File Number: CR 21-013

February 23, 2021

Introduced: 1/29/2021

Current Status: Ceremonial Resolution

Version: 1

Matter Type: Ceremonial Resolution

Resolution Commending Deputy Anthony Joseph Scariot upon his retirement from 24 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.

Resolution Commending **Deputy Anthony Joseph Scariot**
upon his retirement from 24 years of public service
with the Monterey County Sheriff's Office

WHEREAS, Deputy Anthony Joseph Scariot was born in Pittsburg, Pennsylvania in 1971 and relocated to the City of Salinas, California at the age of 6 in 1977, and graduated from North Salinas High at the age of nineteen in 1990; and

WHEREAS, Deputy Anthony Joseph Scariot, following High School, registered at Hartnell Community College and earned an AA degree in Administration of Justice in 1994; and

WHEREAS, Deputy Anthony Joseph Scariot was hired as a Deputy Sheriff on October 28, 1996 and received the Oath of Office from Sheriff Norm Hicks and over his career, served during the terms of Sheriff Gordon Sonne, Sheriff Mike Kanalakakis, Sheriff Scott Miller, and Sheriff Steve Bernal; and

WHEREAS, Deputy Anthony Joseph Scariot, during his 24 years of service with the Monterey County Sheriff's Office, held the positions of Deputy Sheriff, Transportation Deputy, Bailiff Court Security Deputy; and

WHEREAS, Deputy Anthony Joseph Scariot, as a result of his exceptional performance and quick thinking, was awarded a letter of appreciation in 1998 by Sgt. Jeff Budd for preventing a subject from jumping off the third floor of the Salinas Court House essentially saving his life; and

WHEREAS, Deputy Anthony Joseph Scariot, as a result of his exceptional performance and quick thinking, received an award of merit in 2008 for his role in locating and apprehending a fleeing suspect from the Salinas Courthouse who had been remanded by the Judge; and

WHEREAS, Deputy Anthony Joseph Scariot, as a result of his exceptional performance and quick thinking, received a distinguished service award in 2010 for preventing a female subject from hanging herself at the Monterey County Jail, saving her life; and

WHEREAS, Deputy Anthony Joseph Scariot, married his wife Christina in 2018 who also works as a Deputy Sheriff for the Monterey County Sheriff's Office; and

WHEREAS, Deputy Anthony Joseph Scariot, has three children: Brian 24 (works as a Deputy Sheriff for Monterey County); Zachary 21 (works in retail) and Katy 19 (attending UC Berkley).

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

Deputy Anthony Joseph Scariot for his 24 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 success, health and happiness in all his future endeavors and much joy in his well-deserved retirement.

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

AYES:

NOES:

ABSENT:

I, Valeria 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

Item No.4

Board Report

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

Legistar File Number: CR 21-014

February 23, 2021

Introduced: 1/29/2021

Current Status: Ceremonial Resolution

Version: 1

Matter Type: Ceremonial Resolution

Resolution Commending Deputy Dorothy Thomas upon her retirement from 12 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 Commending **Deputy Dorothy Thomas**)
upon her retirement from 12 years of public service)
with the Monterey County Sheriff's Office.....)

WHEREAS, Deputy Dorothy Thomas was born San Mateo, California, where her family settled in San Benito County, graduated San Benito High School and received a Bachelor of Science in Justice Studies from San Jose State University; and

WHEREAS, Deputy Dorothy Thomas volunteered as an intern with the Monterey County Sheriff's Office Corrections Bureau where she worked with the Jail Classification Unit and other agencies on numerous cases; and

WHEREAS, Deputy Dorothy Thomas was hired as a Deputy Sheriff recruit on August 8, 2008, received the Oath of Office from Sheriff Mike Kanalakakis on September 4, 2009, and served under the terms of Sheriff Mike Kanalakakis, Sheriff Scott Miller, and Sheriff Steve Bernal; and

WHEREAS, Deputy Dorothy Thomas, during her twelve years of service with the Monterey County Sheriff's Office, held the position of Corrections Deputy working in several positions within the Corrections Operations Bureau and achieving numerous performance evaluations that reflected above average ratings throughout her career; and

WHEREAS, Deputy Dorothy Thomas received Deputy of the Month for intervening in a domestic violence situation off-duty and received Letters of Commendation from her supervisors for work with mentally ill inmates; and

WHEREAS, Deputy Dorothy Thomas married her husband, Jason Thomas, on May 12, 2012 and had two children, daughter Claire who is now 7 years old and son Jackson who is now 5 years old, and she plans on staying home in her retirement to raise their children and start a photography business; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors for the County of Monterey, on behalf of all residents thereof, acknowledges, commends and gives thanks to **Deputy Dorothy Thomas** for her twelve years of public service to the citizens of Monterey County, as a valued member of the Monterey County Sheriff's Office; and

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, Valeria 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

Item No.5

Board Report

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

Legistar File Number: APP 21-061

February 23, 2021

Introduced: 2/9/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Appoint Carole Piffero to the Gonzales Cemetery District, with a term ending date of April 14, 2024.

(Supervisor Lopez)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office

Date forwarded to Clerk: February 9, 2021

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

Board of Supervisors Meeting Date: February 23, 2021

Name of Board, Commission, or Committee:

Gonzales Cemetery District

Name and Address of Appointee:

Carole Piffero

Check one:

New Term XX

Reappointment _____

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

Replacing which member: _____

Maddy Act Regulations:

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

Resignation of member _____

Death of member _____

Member did not complete term _____

Other _____

TERM EXPIRATION DATE: 04/14/2024

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



Monterey County

Item No.6

Board Report

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

Legistar File Number: APP 21-062

February 23, 2021

Introduced: 2/9/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Appoint Rosie Sanchez to the Gonzales Cemetery District, with a term ending date of April 14, 2022.

(Supervisor Lopez)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office **Date forwarded to Clerk: February 9, 2021**

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

Board of Supervisors Meeting Date: **February 23, 2021**

Name of Board, Commission, or Committee:

Gonzales Cemetery District

Name and Address of Appointee:

Rosie Sanchez

Check one:

New Term _____

Reappointment _____

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

Replacing which member: Paul Guzman

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: 04/14/2022

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



Monterey County

Item No.7

Board Report

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

Legistar File Number: APP 21-063

February 23, 2021

Introduced: 2/10/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Dionne Ybarra to the Commission on the Status of Women, with a term ending date of February 1, 2024. (Supervisor Adams)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office
From: Sarah Hardgrave for Supervisor Mary L. Adams
Board of Supervisors Meeting Date: February 23, 2021

Name of Board, Commission, or Committee: Commission on the Status of Women
Representing:
Name and address of Appointee: Dionne Ybarra

Terms Check one:

New Term ☐ Reappointment ☒ Filling an unexpired term ☐
(if checked, list who is being replaced and reason below)

Replacing which member:

TERM EXPIRATION DATE: February 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 _____ COI

Form Updated 07-16-15



Monterey County

Item No.8

Board Report

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

Legistar File Number: APP 21-064

February 23, 2021

Introduced: 2/10/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Appoint Robert Hellam to the Community Restorative Justice Commission, with a term ending date of February 23, 2024. (Full Board)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office

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

Board of Supervisors Meeting Date: February 23, 2021

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

Representing: Faith Representative

Name and address of Appointee:

Phone Numbers: 831-899-2304

Email: bchellam@pacbell.net

Terms Check one:

New Term X

Reappointment

Filling an unexpired term

Replacing which member

NEW TERM EXPIRATION DATE: February 9, 2024

Maddy Act Regulations:

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

Resignation of member

Death of member

Member did not complete term

Other:

TERM EXPIRATION DATE: N/A

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

Form Updated 07-16-15

Rev. Dr. ROBERT WAYNE HELLAM

1118 Madera Court

Seaside, California 93955-6018

(831)899-2304 (home) (831)402-2191 (cell) bchellam@pacbell.net

Employment

10/13-pres *Church of the Oaks*, 841 Rosita Rd., Del Rey Oaks CA 93940. Senior Pastor (also Associate Pastor 06/00-07/04, 10/10-10/13). Ordained Congregational Minister, adult Sunday School teacher. Officiated at weddings and funerals, baptisms, the Lord's Supper. Pulpit supply at this church and at others. Have preached in California, in Oregon, in England, and in Hungary.

07/98-10/13 *Monterey Bay Christian School*, 1184 Hilby Ave., Seaside CA 93955. Teacher of English, speech, Spanish, Latin, mathematics, history, Bible. ACSI lifetime Professional Educator's Certificate (English, Bible, Spanish).

01/06-10/07 *Lighthouse Baptist Church*, 1030 Hilby Ave., Seaside. Minister of Education. (Interim Pastor 7/06-10/07.) Small-group leader. Sunday School teacher.

06/05-07/05 *Barnstaple Methodist Circuit*, Barnstaple, North Devon, England. Supply Preacher. Preached seven times at five different churches over 5 Sundays.

12/76-12/97 *Social Security Administration*, Branch Office 067, Carmel CA. Claims Representative. Retired 12/30/97.

Other experience: Graduate Fellow (seminary grader), substitute teacher, school janitor, substitute custodian, census-taker, registration assistant, firefighter, ambulance attendant, dishwasher, busboy, stockboy, houseboy, paperboy.

Military Service

04/68-01/72 *U.S. Navy*. Communications Technician: clerical and other duties in military communications field. (Inactive Reserve 12/67-3/68 and 2/72-12/73.) Honorable discharge. (Member, American Legion Post 591.)

02/11-06/15 *California State Military Reserve*. Chaplain (captain).

Education

03/03-11/10 *Trinity Theological Seminary*, Newburgh, Indiana. Doctor of Ministry, 11/10. Member, National Omicron-Psi Honor Society.

09/95-06/00 *Western Seminary*, San Jose. M.Div., 6/2000. Grad. with highest honors.

09/72-06/75 *San José State University*. BA English, 6/74. Graduated with great distinction. (Elected to The Honor Society of ΦΚΦ.) California Standard Teaching Credential (secondary English), 6/75.

07/68-06/69 *Defense Language Institute*, Monterey. Graduated with honors.

02/98-12/98 *Piedmont College*, Demorest, Georgia. Congregational History and Polity, 3 graduate units.

09/65-06/67 *University of California*, Santa Cruz. 75 quarter units.

Community Activities

Community Emergency Response Team (CERT) Member (10/12-present).

Church of the Oaks (1/08-10/10): Assisting Minister.

Monterey Care Center (8/04-6/08): Volunteer Protestant Chaplain. Conducted worship 3-4 Sundays per month. Was available on call as needed.

Hilltop United Methodist Church, Seaside (1982-1997): Annual Conference member, worship leader, choir member, newsletter editor, children's Sunday School teacher, Pastor-Parish Relations chairman, Trustees president, church historian, membership secretary, Certified Lay Speaker, Class Leader, evangelism-team member, Energizing Lay Ministry (ELM) graduate [Conference Lay Ministry Program].

- Newspaper columnist four years (1989-1993) with *Seaside Sentinel*, published author.
- Economic Development Commission, City of Seaside (9/85-6/88).
- Candidate for City Council twice (1988, 1990).
- Adult volunteer, Boy Scout Troops 618 and 80; Assistant Cubmaster, Pack 80 (1979-1992).
- Deputy Governor, Monterey Bay Colony, Society of Mayflower Descendants (1995).

Languages

Lived in Spain, read and speak Spanish adequately. Studied French: good reading comprehension.

Family: Married, two grown sons.



Monterey County

Item No.9

Board Report

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

Legistar File Number: APP 21-065

February 23, 2021

Introduced: 2/11/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Appoint Luz Garcia to the Emergency Medical Care Committee, with a term ending date of June 30, 2022. (full board)

[Enter Text Here]



Name and Address of Appointee: Luz Garcia

TERM EXPIRATION DATE: _____

Other _____

TERM EXPIRATION DATE: June 30, 2022

2012 to present	<p>Sacred Heart International Festival</p> <p>Volunteer Coordinator</p> <p>Help with coordinating , staffing and supervising the children game booths and food booths in the annual festival</p>
2015 to present	<p>Provide free sports physical clinics</p> <p>Organize and staff free sports physical clinics to local high school students</p>
2005	<p>Adelante Mujer Hispana</p> <p>Conference speaker at Hartnell College</p>
2004 to 2009	<p>Little League Soccer-Club Leon</p> <p>Helped mentor , supervise and transport at risk children</p> <p>To sports events and practice</p>
1999-2006	<p>United Way of Monterey Peninsula</p> <p>volunteer with events such as Relay for life</p> <p>Salvation Army Toy Drive</p>

1995	Valle Verde Medical Group-Salinas CA Medical Assistant Did a summer internship with Dr. Velasco in this family practice clinic that served the Spanish speaking ag community
1992-1994	USDA Agricultural Research Division UC Davis Research Department Worked in a research position with a plant physiologist/pathologist
1988-1993	Natividad Medical Center Natividad Hospital Salinas CA 93905 Radiology Assistant Radiology Clerk Helped translate in the emergency room Scheduled patients and helped process xray orders both for in patient and outpatient. Processed patients and prepared xray jackets, and file xray reports as a High school Student and while attending College as well.

PROFESSIONAL ORGANIZATIONS:

California Academy of Physician Assistants
 American Academy of Physician Assistants

VOLUNTEER WORK:

2020	Soledad Adult School Guest speaker to motivate adults to get their high school diploma and give them hope that there is opportunities for them despite the adversity they face and life circumstances and motivate them to further their education
2005-present	Saint Theodores Catholic Church Currently help with COVID 19 Protocols Help screen parishoners who attend mass , I take parishoners temperatures and help sanitized their hands and sanitize parish furniture before, during and after services for 5 hours on Sundays Pastoral Committee Volunteer Help organize and assist in fundraisers in church carnivals Catechist for first year confirmation students and first communion students Help with eucharistic and lector ministries Help mentor students Volunteer for church events Annual parish carnival organizing and working several booths
2005 to present	Food Bank of Monterey County Help with staffing in distributing food to those in need

2005-Jan/feb 2007	Stanford Primary Care Associate Program Physician Assistant Student Rotations in family practice , Surgical /OR orations Emergency room , ICU, Internal Med Rotations at Natividad Medical Center/hospital and Monterey County Public Health Department
2004-2006	Stanford University /Foothill College Primary Care Physician Assistant Program
2002-2004	Soledad Unified School District Health Education Teacher Soledad High School, Soledad Ca 93960
2003-2005	Credentialing Coordinator/Medical Assistant Acacia Family Medical Group-Salinas Ca 93901
2002-2003	Soledad High School Health Education Teacher Soledad CA 93960
2001-2002	Alisal High School-Salinas Ca Math Teacher SAT Preparation Teacher Tutored English Limited Students in the after school program Summer Math Institute Teacher
1999-2001	United way of the Salinas Valley- Salinas CA Sponsored Executive for the Agricultural Division Raised money for the local non profits and delivered presentation to our Ag community on local resources that could assist people in need
1999-2000	North Salinas High School- Salinas CA Math Teacher Taught pre algebra and Algebra in North Salinas
1997-1999	Clinica Mariposa Watsonville CA 95076 CPSP Program Coordinator/CPHW Medical Assistant
1995-1997	Westside Health Center Santa Cruz CA Medical Assistant /CPHW/CPSP Program Coordinator worked for this non profit clinic in the Beach Flats in Santa Cruz

WORK EXPERIENCE:

2016 -Present

Gonzales Medical Center and Ultrasound Center
18 fourth street /132 Alta Street Gonzales CA 93926
CFO and founder of Gonzales Medical Center and Ultrasound Center
Family Practice Physician Assistant
Family practice and urgent care medicine
Help deliver Prenatal Care, Preventive Medicine, Chronic Disease Management, Well Child Exams, Adult Physical exams, Womens Health and acute illness management in a rural health setting to patients of all ages, newborns to geriatric patients, insured and uninsured and medicare and Medicaid patients. I
Help provide both medical care and medical diagnostic ultrasounds to our community at a low cost

2015-PRESENT

Clinica De Salud Del Valle De Salinas
490 Airport Blvd Salinas Ca 93905
Family Practice Physician Assistant
Helped open and establish a rural health clinic
Clinica de Salud in Gonzales
They were going to lose a government grant to open as they couldn't find a medical provider to staff it. I made myself accessible as their medical provider when they were going to loose the grant which allowed them to keep the grant and open their doors for medical services in the community.
I Help deliver medical care in this FQHC/ federally funded clinic in a family practice setting I deliver health care to children and adults of all ages. I help deliver preventive medicine, chronic and acute disease management, chdp well child exams . I Provide Medical care to the Agricultural community of the Salinas Valley in south county.

2014 AUGUST-OCT 1,2015

Athena Medical Group 335 Katherine Avenue Salinas CA 93901
Family Practice Physican Assistant
Helped deliver health care to women, children and adults.
Womens health, Preventive Medicine, Chronic Disease Management, Urgent Care/Acute Care
Well Child Exams , CHDP exams

2007 March-October 15, 2014

Soledad Medici Clinic 600 Main St Soledad , CA 93960
Family Practice Physician Assistant
Helped deliver Prenatal Care, Chronic and acute disease management in a rural health clinic, FQHC, non profit health center

2009 October-Oct 2012

Watsonville Medical Clinic, 284 Pennsylvania Ave, Watsonville CA 95076
Family Practice Physician Assistant
Helped deliver Health Care to children and adults. Both urgent care, and chronic illness management and prevention.

LUZ P GARCIA, PA-C

CAREER OBJECTIVE/GOAL:

To continue to provide excellent quality medical care to our farm working families and underserved community in the Salinas Valley and its surroundings and improve access to medical care.

EDUCATION:

PA CERTIFICATION: Physician Assistant
Primary Care Associate Program,
Stanford University School of Medicine
March 2007

POST BACCALAUREATE University of California, Davis
Post Bac Program UCD Medical School
June 2000-June 2001

B.A. University of California, Santa Cruz
Bachelor of Arts in Biology 1997
Premed Major

LICENSURE AND CERTIFICATIONS:

Family Practice Physicians Assistant
Stanford University Medical Center
NCCPA-National Commission Certification Physician Assistant 2007
Medical Board of California Physician Assistant Certification
ACLS/BLS CERTIFICATION
CPSP COORDINATOR

LANGUAGE SKILLS: Bicultural
Bilingual English and Spanish



Monterey County

Item No.10

Board Report

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

Legistar File Number: APP 21-066

February 23, 2021

Introduced: 2/11/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Appoint Alicia C. Blanco to the Gonzales Cemetery District, with a term ending date of April 14, 2025. (Supervisor Lopez)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office

Date forwarded to Clerk: February 11, 2021

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

Board of Supervisors Meeting Date: **February 23, 2021**

Name of Board, Commission, or Committee:

Gonzales Cemetery District

Name and Address of Appointee:

Alicia C. Blanco

Check one:

New Term **XX**

Reappointment _____

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

Replacing which member: _____

Maddy Act Regulations:

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

Resignation of member _____

Death of member _____

Member did not complete term _____

Other _____

TERM EXPIRATION DATE: 04/14/25

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



Monterey County

Item No.10.1

Board Report

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

Legistar File Number: APP 21-067

February 23, 2021

Introduced: 2/19/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint George Hines to the Monterey Regional Fire Protection District, with a term ending date of March 1, 2025. (Supervisor Adams) (ADDED VIA ADDENDUM)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office
From: Sarah Hardgrave for Supervisor Mary L. Adams
Board of Supervisors Meeting Date: February 23, 2021

Name of Board, Commission, or Committee: Monterey Regional Fire Protection District

Representing:

Name and address of Appointee: George Haines

Terms Check one:

New Term ☐

Reappointment ☒

Filling an unexpired term ☐

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

Replacing which member:

TERM EXPIRATION DATE: March 1, 2025

Maddy Act Regulations:

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

Resignation of member ☐

Death of member ☐

Member did not complete term ☐

Other ☐ _____

TERM EXPIRATION DATE:

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

Form Updated 07-16-15



Monterey County

Item No.10.2

Board Report

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

Legistar File Number: APP 21-068

February 23, 2021

Introduced: 2/19/2021

Current Status: Appointment

Version: 1

Matter Type: Appointment

Reappoint Rich Speciale to the Monterey Regional Fire Protection District, with a term ending date of March 1, 2025. (Supervisor Adams) (ADDED VIA ADDENDUM)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office
From: Sarah Hardgrave for Supervisor Mary L. Adams
Board of Supervisors Meeting Date: February 23, 2021

Name of Board, Commission, or Committee: Monterey Regional Fire Protection District
Representing:
Name and address of Appointee: Rich Speciale

Terms Check one:

New Term ☐ Reappointment ☒ Filling an unexpired term ☐
(if checked, list who is being replaced and reason below)

Replacing which member:

TERM EXPIRATION DATE: March 1, 2025

Maddy Act Regulations:

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

Resignation of member ☐ Death of member ☐ Member did not complete term ☐
Other ☐ _____

TERM EXPIRATION DATE:

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



Monterey County

Item No.11

Board Report

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

Legistar File Number: OBM 21-022

February 23, 2021

Introduced: 2/9/2021

Version: 1

Current Status: Board Comments

Matter Type: Other Board Matters

Board Comments



Monterey County

Item No.12

Board Report

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

Legistar File Number: OBM 21-023

February 23, 2021

Introduced: 2/9/2021

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:		February 23, 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	Adams	HCD County Counsel	Girard/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 March late April/early May 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 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	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 will be evaluating reduced fees for the Board's consideration through its annual landuse fee update, anticipated in April 2021.	Pending
5	2018.15	6/5/18	Phillips./Alejo	HCD	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.	<p>Monterey County's travel policy managed by the Auditor-Controller has not been updated in many years and today, it does not compare with current market prices or organizational procedures and may exceed legal requirements. The current policy creates barriers for county staff to be able to effectively represent county business at conferences, trainings or in litigation. This policy also conflicts with another travel policy found in the Personnel Policies and Practices Resolution (PPPR). This referral seeks to update the policies to account for inconsistencies, business needs, efficiency, market prices, whether government rates are available or whether the discounted lodging rooms were secured by conference organizers, such as the California State Association of Counties. This lack in clarity in the existing policy is costing unnecessary staff time and an update would modernize our policy with current standards. The new policy should meet Federal and State law while supporting business efficiency.</p> <p>A revised policy was presented to the Board on November 6, 2018. An updated memo was submitted to the Board. A revised policy will be presented to the Board in March 2021.</p>	Pending
7	2018.28	12/4/2018	Phillips	HCD	Novo	12/1/2018	Affordable Housing in the Coastal Zone	Amend County LCP to be consistent with the Coastal Act regarding affordable housing, authorize staff to investigate processes and provide language revision recommendations to the Local Coastal Plan. A presentation was provided to the Board on January 15, 2019. Staff will provide a memorandum to the Board in the near future.	Pending
8	2019.08	9/10/2019	Alejo	PWFP/IGLA	Ishii/Choulos	12/10/2019	State Funding for the Historic Old Monterey County Jail	A presentation of options for the disposition of the Old Jail was provided on September 10, 2019. The Board identified specific options and authorized Supervisor Alejo to pursue state funding match (\$10M) in the 2020 budget, which will be determined by June 2020. Meanwhile, RMA has coordinated with City staff on their Lincoln Avenue Corridor Master Plan efforts that includes an option for potential reuse of the old jail site. Due to the pandemic the Legislature did not entertain specific budget requests, such as that for the Old Jail. This item is now on hold until the State Budget situation improves	Postponed
9	2019.11	10/8/2019	Adams	Health/Environmental Health/Co Coun	Jimenez/Ramirez/Stirling	11/19/2019	Establish an Ordinance restricting the use of single-use plastics	Item continues to be postponed, as EHB staff met with environmental groups prior to the initial stay at home order. EHB also reached out to restaurant groups and reps, however none have participated as of this time. The draft has been undergoing editing with all the stakeholder ideas (which was very specific/prescriptive) in to a simpler version per the original Board referral. A draft will be provided to County Counsel for review and input. Outreach efforts will continue to be scheduled for input.	Postponed
10	2019.12	10/15/2019	Alejo & Adams	HCD	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/Burnham	1/14/2020	Spay and Neuter Ordinance	Postponed to a later time due to pending and continued progress in increasing low cost neuter options in the community. Animal Services has begun a partnership with SNIP and has recently begun to offer free feral cats clinics for the public	Postponed

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept. Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
12	2020.01	12/14/2019	Alejo	CAO	Woods	7/7/2020	Formula-E Racing at Laguna Seca Raceway	To research and initiate efforts to attract the first Formula-E racing event to the WeatherTech Laguna Seca Raceway, the only event of its kind on the West Coast. The latest innovation in auto racing is electric-battery operated racing vehicles. Formula-E racing is the world's first electric street racing series that was inaugurated in 2014 and is sanctioned by FIA or the Federacion Internationale de l'Automobile headquartered in Paris. Like Formula 1, Formula-E is a racing championship with single-seater, open cockpit vehicles, and can reach 62 mph in 2.8 seconds, similar as their gas-powered counterpart. But their maximum speed is about 174 mph as compared to the Formula 1 cars at 230 mph. Formula-E currently takes place in New York City, Mexico City, Berlin, Seoul, Jakarta, Rome, Santiago, Diriyah, Marrakesh, Sanya, Paris and London. Long Beach was the only prior site on the west coast to hold races in the 2014-15 and 2015-16 racing seasons. With our close proximity to the Silicon Valley and the San Francisco Bay area, Laguna Seca Raceway is ideally located to hold such a global event and attract potential sponsors from the tech and electric-vehicle industry. It could also attract a new generation of fans from the tech sector. E-racing is the future of auto racing in the world and it also promotes cleaner and quieter vehicles/events. An event at Laguna Seca could also showcase the latest manufacturing of electric and hybrid racing and conventional vehicles from California and throughout the world. With the recent development of Stay in Place Order nationwide/worldwide the sport of racing had come to a sudden halt and interest in expansion of most racing series at new circuits was not an industry priority. Until racing, including e-formula resumes established circuit activities expansion is not a priority focus as priority focus will be on reestablishing the sport. Once racing has achieved a successful restart staff will begin exploration of new racing events, including but not limited to e-formula, timeline would be to initiate discussions in early 2021 with a potential deal in 2023.	Pending
13	2020.06	1/28/2020	Parker	PWFP	Ishii	3/10/2020	Install speed limit signs on West Camp/Watkins Gate Roads	Staff conducted a community town hall meeting on traffic issues on November 18, 2020. There was quite an attendance and traffic questions were answered - proposed speed zones were also presented. Staff will finalize a board memorandum and will be bringing back Title 12 updates through ordinance for the Board in early 2021.	Pending
14	2020.09	2/25/2020	Lopez	CAO	Chiuolos	3/24/2020	Murals at the Government Center	Partner with the Arts Council of Monterey County to create murals on the walls of the stairways at the County Government Center located at 168 West Alisal. Staff will provide a Board report and presentation in late May 2021.	Pending
15	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 March 2021.	Pending
16	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
17	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

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept. Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
18	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/February 2021.	Pending
19	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
20	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
21	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 continues to hold weekly coordination meetings with Ag and Union Leaders.	Pending
22	2021.03	2/9/2021	Alejo	CAO-WDB/County Counsel	Donnelly/Girard	3/9/2021	Monterey County Hospitality and Travel Worker Right-to-Recall Ordinance	This referral seeks to establish an ordinance that would require employers to recall laid-off Monterey County hospitality, restaurant, and travel workers when our economy re-opens based on greatest length of service. Staff anticipates providing an initial presentation and report to the BORD in mid-March 2021.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept. Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
23	2021.04	2/23/2021	Alejo-Lopez	CAO	Woods/Vega	3/9/2021	Monterey County COVID Funeral and Burial Assistance Program	This referral seeks the creation of a program to assist eligible and low-income families with funeral and burial expenses of deceased Monterey County residents due to the COVID-19 pandemic. In December 2020, Congress approved \$2 billion for FEMA to offer financial assistance to “an individual or household to meet disaster-related funeral expenses” incurred through December 31, 2020. The program may cover up to 100% of expenses. This referral would request staff to make plans to implement a FEMA funeral and burial cost program for all eligible Monterey County residents. This referral also requests that staff assess options of creating a local program to partially assist low-income Monterey County residents with funeral and burial expenses incurred after December 31, 2020 that may not be covered under the FEMA program. Payments would be made directly to funeral homes. This referral requests a presentation and report to the Board two weeks from the date of assignment.	"NEW Pending Approval 2/23/21"
Completed by Executive Assistant on February 18, 2021									



Monterey County

Item No.12.1

Board Report

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

Legistar File Number: OBM 21-025

February 23, 2021

Introduced: 2/19/2021

Current Status: Agenda Ready

Version: 1

Matter Type: Other Board Matters

Consider approval of a recommendation from the Legislative Committee to authorize a letter of support for the U.S. Citizenship Act of 2021. (ADDED VIA ADDENDUM)

RECOMMENDATION:

It is recommended that the Board of Supervisors consider approval of a recommendation from the Legislative Committee to authorize a letter of support for the U.S. Citizenship Act of 2021.

SUMMARY:

In anticipation of the introduction of federal immigration reform legislation, on February 8, 2021 the Legislative Committee directed that as soon as legislation was introduced that consideration of a support position immediately be placed on the Board of Supervisors' agenda. On February 18, 2021, Congresswoman Linda T. Sánchez (CA-38) and U.S. Senator Bob Menendez (D-NJ) introduced the bicameral U.S. Citizenship Act of 2021, President Biden's framework for the future of the United States immigration system. U.S. Senator Alex Padilla (D-CA) joined as chief cosponsor, U.S. Senator Dianne Feinstein (D-CA) joined as an original cosponsor, and Congressman Jimmy Panetta (CA-20) joined as an original cosponsor.

DISCUSSION:

The U.S. Citizenship Act of 2021 would provide millions of hardworking, undocumented immigrants with a pathway to earned citizenship, including Dreamers, Temporary Protective Status (TPS) recipients, and essential workers who have made enormous sacrifices during the pandemic; prioritize family reunification and keeping families together; and bolster the country's long-term economic growth. The bill would also equip the country to responsibly and effectively manage the border with smart and effective investments, address root causes of migration that force people to leave Central America, and restore the United States' commitment to human rights.

The [2/18/21 Press Release](#)

<<https://lindasanchez.house.gov/media-center/press-releases/s-nchez-menendez-introduce-bicameral-us-citizenship-act-2021-overhaul>> provided by Rep. Sánchez's provides the following highlights of the [U.S. Citizenship Act of 2021](#)

<<https://lindasanchez.house.gov/sites/lindasanchez.house.gov/files/2021.02.18%20US%20Citizenship%20Act%20Bill%20Text%20-%20SIGNED.pdf>>:

- **Creates an earned roadmap to citizenship for all 11 million undocumented immigrants**, providing Dreamers, TPS holders, and some farmworkers with an expedited three-year path to citizenship, and giving all other undocumented immigrants who pass background checks and pay taxes with an eight-year path to citizenship without fear of deportation.
- **Reforms family-based immigration system to keep families together** by recapturing visas from previous years to clear backlogs, including spouses and children of green card holders as immediate family members, and increasing per-country caps for family-based immigration. It also eliminates discrimination facing LGBTQ+ families, provides protections for orphans, widows and children, allows immigrants with approved family-sponsorship petitions to join family in the U.S. on a temporary basis while they wait for green cards to become available.
- **Grows our economy** by making changes to the employment-based immigration system, eliminating per-country caps, making it easier for STEM advanced degree holders from U.S. universities to stay, improving access to green cards for workers in lower-wage industries, and giving dependents of H-1B holders work authorization, and preventing children of H-1B holders from aging out of the system. The bill also creates a pilot program to stimulate regional economic development and incentivizes higher wages for non-immigrant, high-skilled visas to prevent unfair competition with American workers.
- **Increases fundings for immigrant integration initiatives** and supports state and local governments, NGOs, and other community organizations that conduct inclusion programs, provide English language assistance, and make available naturalization resources to immigrant communities.
- **Protects workers from exploitation and improves the employment verification process** by requiring the Department of Homeland Security (DHS) and the Department of Labor to establish a commission involving labor, employer, and civil rights organizations to help improve the employment verification process and granting workers who suffer serious labor violations greater access to U visa relief.
- **Supports asylum seekers and other vulnerable populations** by eliminating the one-year deadline for filing asylum claims, reducing asylum application backlogs, increasing protections for U visa, T visa, and VAWA applicants, including by raising the cap on U visas from 10,000 to 30,000.

The U.S. Citizenship Act of 2021 also addresses the root causes of migration and prioritizes U.S. national security:

- **Addresses the root causes of migration** from Central America by funding the President's four-year plan to increase assistance to El Salvador, Guatemala, and Honduras conditioned on their ability to reduce the corruption, violence, poverty, and famine that now causes people to flee.
- **Creates safe and legal channels** for people to seek protection, so they can apply for legal status in Central America instead of making the dangerous journey north. The bill also re-institutes the Central American Minors program to reunite children with U.S. relatives and creates a Central American Family Reunification Parole Program to more quickly unite families

with approved family sponsorship petitions.

- **Cracks down on bad actors** by enhancing the ability to prosecute individuals involved in smuggling, narcotics and trafficking networks who are responsible for drugs flowing into our country and the exploitation of migrants. It will also expand transnational anti-gang task forces in Central America.
- **Improves the immigration courts and protects vulnerable individuals** by expanding family case management programs, reducing immigration court backlogs, expanding training for immigration judges, and improving technology for immigration courts. It also restores fairness and balance to our immigration system by providing judges and adjudicators with discretion to review cases and grant relief to deserving individuals, and also gives funding for school districts educating unaccompanied children.
- **Modernizes and manages the border** effectively through the use of technology that enhances our ability to detect contraband and counter transnational criminal networks since illicit drugs are most likely to be smuggled through legal ports of entry. It also authorizes and provides funding for plans to improve infrastructure at ports of entry to enhance the ability to process asylum seekers and detect, interdict, disrupt and prevent narcotics from entering the United States.
- **Protects border communities** by providing for additional rescue beacons to prevent needless deaths along the border, requiring agent training and oversight to investigate criminal and administrative misconduct, and requiring department-wide policies governing the use of force. It also authorizes and provides funding for DHS, in coordination with the Department of Health and Human Services (HHS) and nongovernmental experts, to develop guidelines and protocols for standards of care for individuals, families, and children in CBP custody.

OTHER AGENCY INVOLVMENT:

The County Administrative Office - Intergovernmental & Legislative Affairs Division (CAO-IGLA) prepared this report with the assistance of the County's federal legislative advocate, Brent Heberlee of Ballard Spahr LLP.

FINANCING:

Monterey County's Legislative Program is funded in County Administrative Office-Department 1050, Intergovernmental & Legislative Affairs Division-Unit 8054. Approval of this recommendation will not result in additional general fund contributions.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Annette D'Adamo, Legislative Coordinator (MAIII)

Approved by: Nicholas E. Chiulos, Assistant CAO

Date: February 18, 2021

Attachment:

- Draft letter of support - US Citizenship Act of 2021



Monterey County

Item No.

Board Report

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

Legistar File Number: OBM 21-025

February 23, 2021

Introduced: 2/19/2021

Current Status: Agenda Ready

Version: 1

Matter Type: Other Board Matters

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The U.S. Citizenship Act of 2021 would provide millions of hardworking, undocumented immigrants with a pathway to earned citizenship, including Dreamers, Temporary Protective Status (TPS) recipients, and essential workers who have made enormous sacrifices during the pandemic; prioritize family reunification and keeping families together; and bolster the country's long-term economic growth. The bill would also equip the country to responsibly and effectively manage the border with smart and effective investments, address root causes of migration that force people to leave Central America, and restore the United States' commitment to human rights.

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FINANCING:

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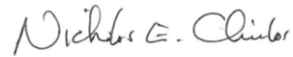
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- ☒ Health & Human Services
- ☐ Infrastructure
- ☐ Public Safety

Prepared by: Annette D'Adamo, Legislative Coordinator (MAIII)

Approved by: Nicholas E. Chiulos, Assistant CAO



February 19, 2021

Date: February 18, 2021

Attachment:

- Draft letter of support - US Citizenship Act of 2021

MONTEREY COUNTY



BOARD OF SUPERVISORS

LUIS A. ALEJO, *District 1*

JOHN M. PHILLIPS, *District 2*

CHRIS M. LOPEZ, *District 3*

WENDY ROOT ASKEW, *Chair, District 4*

MARY ADAMS, *Vice Chair, District 5*

February 23, 2021

The Honorable Jimmy Panetta
406 Cannon House Office Building
Washington, DC 20515

Re: H.R. 1177, U.S. Citizenship Act of 2021 - Support

Dear Congressman Panetta:

I write today on behalf of the Monterey County Board of Supervisors to express our support for the U.S. Citizenship Act of 2021 (H.R. 1177). This comprehensive immigration reform legislation addresses many of the County's immigration policy priorities, such as promoting family unity, worker protections, and economic growth.

For many years, the Board has ensured that immigration policy is a prominent component of the Monterey County Legislative Program given its importance to the social and economic fabric of our community. As you know, the County has a long history of supporting comprehensive immigration reform and opposing policies intended to punish noncitizens. In 2013, the Board adopted a resolution in support of the bipartisan, comprehensive immigration reform legislation that passed the Senate by a vote of 68-32. More recently, the Board has taken action in support of Dreamers, TPS beneficiaries, and agricultural workers, while opposing Trump administration policies on family separation, travel bans, public charge, and a citizenship question on the 2020 Census.

The U.S. Citizenship Act embodies the legislative proposals that President Biden sent to Congress on the first day of his administration. The bill would modernize our nation's immigration policies by creating a pathway to legal status for most of the estimated 11 million undocumented immigrants currently living in the United States, reforming the immigration court system, overhauling management of U.S. borders, and addressing the root causes of undocumented migration to the United States. It would also streamline and improve the functioning of the family-based and employment-based immigration policies.

We are especially pleased to see that the bill includes elements of the Farm Workforce Modernization Act, which the County supported in the 116th Congress. This provision would afford temporary status to certain noncitizen agricultural workers along with an expedited process toward citizenship if they pass a background check, establish that they have paid all outstanding taxes, and demonstrate a knowledge of English and U.S. civics. As you know, agriculture is the cornerstone of prosperity in Monterey County, contributing a total of \$8.1 billion and 76,000 jobs to the local economy. Current immigration policies make it increasingly difficult to meet the workforce needs of an industry that is highly dependent on an adequate supply of immigrant labor. The agricultural labor provisions of the U.S. Citizenship Act will greatly improve the economic vitality of our region.

Monterey County greatly appreciates your leadership role on immigration issues in Congress, and we thank you for cosponsoring the U.S. Citizenship Act of 2021.

Sincerely,

DRAFT

Wendy Root Askew
Chair, Board of Supervisors

Clerk of the Board • 168 W. Alisal St., Salinas, CA 93901 • (831) 755-5066 • cob@co.monterey.ca.us

Cc: U.S. Senator Dianne Feinstein
U.S. Senator Alex Padilla



Monterey County

Item No.13

Board Report

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

Legistar File Number: OBM 21-024

February 23, 2021

Introduced: 2/9/2021

Current Status: General Public Comments

Version: 1

Matter Type: Other Board Matters

General Public Comments



Monterey County

Item No.14

Board Report

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

Legistar File Number: 21-098

February 23, 2021

Introduced: 1/26/2021

Current Status: Scheduled AM

Version: 1

Matter Type: General Agenda Item

- a. Receive the 2020 Annual Report on the implementation of the Memorandum of Understanding between the City of Salinas and the County of Monterey regarding mutual planning and implementation of government services and facilities in downtown Salinas; and,
- b. Direct staff to return with an updated Memorandum of Understanding by June 30, 2021.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive the 2020 Annual Report on the implementation of the Memorandum of Understanding between the City of Salinas and the County of Monterey regarding mutual planning and implementation of government services and facilities in downtown Salinas; and,
- b. Direct staff to return with an updated Memorandum of Understanding by June 30, 2021

SUMMARY:

In 2012, the County and the City entered into a Memorandum of Understanding (MOU) to provide the means by which the two agencies would work together to provide necessary resources to develop a comprehensive planning and implementation program for a multi-agency campus-style government center located in and around downtown Salinas. Such collaboration was vital given each agency owns and/or occupies a significant share of downtown properties. This concentration of government offices in the downtown is beneficial for the efficient and effective provision of many government services/functions and is a key component of the economic health and well-being of the downtown Salinas.

The MOU requires that an annual review, including an update on the Schedule of Performance (Exhibit "A" to the MOU), be conducted by November 30th of each year. Staff from both agencies meet monthly to review implementation progress and collaborate on other opportunities that arise (e.g. Housing). In addition to the regular meetings, staff have had more focused meetings on downtown parking and housing matters. The Schedule of Performance matrix reflects significant progress on a number of actions items, and there has been a lot of effort that is not specifically listed. The 2020 Annual Review was delayed due to City and County staffs' focus on COVID-19 and wildfire emergency response.

While the term of the MOU expired on October 31, 2020, City and County staff have continued with monthly meetings. Due to recent changes in City and County staff and leadership, staff recommends that the Board of Supervisors (BOS) direct staff to work collaboratively with City staff to prepare a comprehensive update to the MOU to guide the continued City/County coordination of parking, housing and the use of City- and County-owned facilities in the Salinas down area. Staff will bring the

updated MOU to the BOS for consideration as soon as possible but no later than June 30, 2021.

DISCUSSION:

On May 8, 2012, the BOS approved a resolution authorizing the Chair to execute a MOU with the City of Salinas to set forth mutual understandings and actions regarding a government center planning and implementation strategy (referred herein as the “Downtown Government Center MOU”). The original term or “period of performance” of the Downtown Government Center MOU was three years, with an expiration date of May 8, 2015. On April 29, 2015, the City Council and the BOS approved an amendment to extend the term of the MOU to October 31, 2015, to allow additional time for City and County staff to update the document and finalize the City’s Vibrancy Plan. The MOU formally expired on October 31, 2015. The Council and BOS approved a comprehensive update to the MOU on February 9, 2016, with a term of five (5) years, from December 15, 2015 to October 31, 2020. Staff incorrectly calculated the end of the five-year term of the MOU to be February 2021, based on the date of the approving resolution. Although the MOU term has expired, City and County staff continued to meet to coordinate on government center facilities, parking, and the construction of a permanent homeless shelter.

The 2016 MOU reflected the then current and future plans for County/City properties and facilities in downtown Salinas. While some of the prior MOU provisions remained to a certain degree, several new provisions were incorporated into the MOU to provide greater oversight, promote public engagement, and facilitate the implementation of specified action items. New key provisions included but were not limited to: implementation of the Downtown Vibrancy Plan recommendations (DVP, 2015); a Schedule of Performance which specifies each action item in the MOU and identifies the responsible party for implementation, the estimated completion date and the funding status of each action item; and an annual review (November 30th) by the Council and BOS of the Schedule of Performance that included a public review process.

On January 6, 2021, a draft annual Schedule of Performance review matrix and staff report were provided to the Salinas Valley Chamber of Commerce, Salinas City Center Improvement Association (SCCIA), and Salinas Planning and Research Corporation (SPARC) for review and comment by noon on January 20, 2021. No comments were received.

Downtown Government Center MOU 2020 Annual Review: City and County staff have a standing meeting on the third Thursday of each month to discuss and coordinate current and future planning and activities related to government-owned property and facility needs in downtown Salinas identified in the MOU. These standing meetings also provide staff the opportunity to share information and coordinate the processing of development proposals at the periphery of the City, the Alisal Vibrancy Plan, the status of the West and Central Area Specific Plans, homelessness (clean ups, temporary warming shelter and permanent/transitional housing), and housing (affordable, farm worker and accessory dwelling units). An updated Exhibit “A” - Schedule of Performance and accompanying narrative summarizing MOU accomplishments since November 2019 are provided as an attachment to this report.

Downtown Government Center MOU Update: As stated in the Summary, the MOU term expired on October 31, 2020. While many accomplishments have been achieved to date, many actions and

projects related to the DVP implementation and the Downtown Government Center still need to be undertaken and/or implemented over the course of the next five to ten years. A key priority will be continued collaboration on adequate parking facilities to service the government center and future residential development in the Downtown area. The Vibrancy Plan calls for a joint parking structure as part of the Government Center Campus.

Given that continued City and County coordination of these efforts is vital, it is recommended that the BOS direct staff to collaborate with City staff to prepare a comprehensive update to the MOU, identifying priorities and processes for collaboration. Staff will work diligently to return as soon as possible but no later than June 30, 2021, with an updated MOU. City and County staff have already begun the process of updating the MOU but require additional time to include new City and County staff and leadership in the update process. As with the Annual Review, there will be a public review process prior to the MOU update being brought to the City Council and the BOS for consideration.

CEQA Consideration: Acceptance of the annual report is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines section 15378). Any subsequent discretionary projects resulting from implementation of MOU policies and actions will be assessed for CEQA applicability.

OTHER AGENCY INVOLVEMENT:

Staff from County departments (Housing and Community Development (HCD), Public Works, Facilities and Parks (PWFP), and Health) meet monthly with staff from City departments (Community Development, Economic Development and Public Works). For the County, HCD and PWFP coordinate efforts to support implementation of MOU tasks including assessing government center parking and facility needs and providing for attractive, safe and convenient pedestrian linkages and green spaces throughout the downtown. City and County staff also collaborated on the preparation of the 2020 Annual Review.

FINANCING:

There are no direct or indirect fiscal impact to the County associated with the acceptance of the Annual Review, staff's time to collaborate with the City on implementation of the MOU, or the MOU update as these efforts are already allocated in the adopted budget for review of inter-agency projects and issues.

There will be capital expenditures and other costs associated with implementing some of the proposed action items listed in the updated Downtown MOU Schedule of Performance (Exhibit "A") for which funding is not currently identified or allocated. The Board may determine the potential allocation of funding for these items as part of the MOU annual review, through project-specific actions, and/or the budget process, as applicable.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Downtown MOU and implementation of the DVP represent effective and timely response to the City of Salinas. It also provides the County accountability for proper management of our land and historic resources.

Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development

☒ Administration

☐ Health & Human Services

☒ Infrastructure

☐ Public Safety

Prepared by: Carl P. Holm AICP, Director of Housing and Community Development

Reviewed by: John Dugan, Management Specialist, Housing and Community Development

Approved by: Melanie Beretti, Housing and Special Programs Services Manager, Housing and
Community Development

The following attachments are on file with the Clerk of the Board:

Attachment A - Schedule of Performance 2020 Annual Report

cc: City of Salinas

Salinas Chamber of Commerce



Monterey County

Item No.

Board Report

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

Legistar File Number: 21-098

February 09, 2021

Introduced: 1/26/2021

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

- a. Receive the 2020 Annual Report on the implementation of the Memorandum of Understanding between the City of Salinas and the County of Monterey regarding mutual planning and implementation of government services and facilities in downtown Salinas; and,
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SUMMARY:

In 2012, the County and the City entered into a Memorandum of Understanding (MOU) to provide the means by which the two agencies would work together to provide necessary resources to develop a comprehensive planning and implementation program for a multi-agency campus-style government center located in and around downtown Salinas. Such collaboration was vital given each agency owns and/or occupies a significant share of downtown properties. This concentration of government offices in the downtown is beneficial for the efficient and effective provision of many government services/functions and is a key component of the economic health and well-being of the downtown Salinas.

The MOU requires that an annual review, including an update on the Schedule of Performance (Exhibit "A" to the MOU), be conducted by November 30th of each year. Staff from both agencies meet monthly to review implementation progress and collaborate on other opportunities that arise (e.g. Housing). In addition to the regular meetings, staff have had more focused meetings on downtown parking and housing matters. The Schedule of Performance matrix reflects significant progress on a number of actions items, and there has been a lot of effort that is not specifically listed. The 2020 Annual Review was delayed due to City and County staffs' focus on COVID-19 and wildfire emergency response.

While the term of the MOU expired on October 31, 2020, City and County staff have continued with monthly meetings. Due to recent changes in City and County staff and leadership, staff recommends that the Board of Supervisors (BOS) direct staff to work collaboratively with City staff to prepare a comprehensive update to the MOU to guide the continued City/County coordination of parking, housing and the use of City- and County-owned facilities in the Salinas down area. Staff will bring the

updated MOU to the BOS for consideration as soon as possible but no later than June 30, 2021.

DISCUSSION:

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Downtown Government Center MOU Update: As stated in the Summary, the MOU term expired on October 31, 2020. While many accomplishments have been achieved to date, many actions and

projects related to the DVP implementation and the Downtown Government Center still need to be undertaken and/or implemented over the course of the next five to ten years. A key priority will be continued collaboration on adequate parking facilities to service the government center and future residential development in the Downtown area. The Vibrancy Plan calls for a joint parking structure as part of the Government Center Campus.

Given that continued City and County coordination of these efforts is vital, it is recommended that the BOS direct staff to collaborate with City staff to prepare a comprehensive update to the MOU, identifying priorities and processes for collaboration. Staff will work diligently to return as soon as possible but no later than June 30, 2021, with an updated MOU. City and County staff have already begun the process of updating the MOU but require additional time to include new City and County staff and leadership in the update process. As with the Annual Review, there will be a public review process prior to the MOU update being brought to the City Council and the BOS for consideration.

CEQA Consideration: Acceptance of the annual report is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines section 15378). Any subsequent discretionary projects resulting from implementation of MOU policies and actions will be assessed for CEQA applicability.

OTHER AGENCY INVOLVEMENT:

Staff from County departments (Housing and Community Development (HCD), Public Works, Facilities and Parks (PWFP), and Health) meet monthly with staff from City departments (Community Development, Economic Development and Public Works). For the County, HCD and PWFP coordinate efforts to support implementation of MOU tasks including assessing government center parking and facility needs and providing for attractive, safe and convenient pedestrian linkages and green spaces throughout the downtown. City and County staff also collaborated on the preparation of the 2020 Annual Review.

FINANCING:

There are no direct or indirect fiscal impact to the County associated with the acceptance of the Annual Review, staff's time to collaborate with the City on implementation of the MOU, or the MOU update as these efforts are already allocated in the adopted budget for review of inter-agency projects and issues.

There will be capital expenditures and other costs associated with implementing some of the proposed action items listed in the updated Downtown MOU Schedule of Performance (Exhibit "A") for which funding is not currently identified or allocated. The Board may determine the potential allocation of funding for these items as part of the MOU annual review, through project-specific actions, and/or the budget process, as applicable.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:


The Downtown MOU and implementation of the DVP represent effective and timely response to the City of Salinas. It also provides the County accountability for proper management of our land and historic resources.

Check the related Board of Supervisors Strategic Initiatives:

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

Prepared by: Carl P. Holm AICP, Director of Housing and Community Development

Reviewed by: John Dugan, Management Specialist, Housing and Community Development

Approved by: Melanie Beretti, Housing and Special Programs Services Manager, Housing and
Community Development 

The following attachments are on file with the Clerk of the Board:

Attachment A - Schedule of Performance 2020 Annual Report

cc: City of Salinas

Salinas Chamber of Commerce

Attachment A

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EXHIBIT “A”
SCHEDULE OF PERFORMANCE
2020 Annual Report

MOU Section 1.a.

Action Item	Responsible Party	Completion Date per MOU	Funding Appropriation/Status
Complete CEQA analysis for the Downtown Vibrancy Plan (DVP).	City	December 2016 Revised: 2020 to 2024	General Plan/Zoning Amendments: \$237K Measure G
Current Status	<ul style="list-style-type: none"> The City is proceeding to implement DVP recommendations and actions that do not require CEQA review. Implementation measures such as 1.b listed below, which trigger land use/zoning changes will be based on the findings and recommendations of the 2017 Housing Target Market Assessment (HTMA). 		
Next Steps/Action Items	<ul style="list-style-type: none"> Broader scale land use/zoning changes will be considered as part of the City’s General Plan update process, which is planned to commence early 2021. 		

MOU Section 1.b.

Action Item	Responsible Party	Completion Date per MOU	Funding Appropriation/Status
Amend the City’s General Plan Land Use Designation and Zoning Districts for City and County-owned parking lots identified in Exhibit “B” of this MOU.	City	December 2016 Revised: 2020/2021	\$109K: SB2 Grant
Current Status	<ul style="list-style-type: none"> City hired a consultant (Rincon Consulting, Inc) to prepare technical studies required to process re-zoning of city-owned and ITC surface parking lots. (June 2020). 		
Next Steps/Action Items	<ul style="list-style-type: none"> Release a public review draft Initial Study, MND Spring 2021. 		

A key implementation recommendation of the Downtown Vibrancy Plan is to stimulate development activity through the re-zoning of public surface parking lots to allow for residential or mixed-use development, and to focus on aligning the land use approval process to facilitate private investments in downtown development. This includes amending City land use designations and regulations to allow for and incentivize the recommended type(s) of housing development.

EXHIBIT “A”
SCHEDULE OF PERFORMANCE
2020 Annual Report

In June 2020, the City entered into an Agreement with Rincon Consultants, Inc to prepare an Initial Study and Mitigated Negative Declaration (IS/MND) to change the land use and zoning designation of four City-owned parking lots, the City’s Permit Center and adjacent parking garage (Permit Center and Parking Garage site), and portions of the City’s Intermodal Transportation Center (ITC) to mixed-use. The purpose of the proposed zone changes and General Plan amendment is to facilitate the production of high-density housing, consistent with the City’s 2015 Downtown Vibrancy Plan (DVP). The objective of these amendments is to facilitate the production of housing in the Downtown, in advance of the completion of the General Plan Update which is anticipated to be completed late 2023. The zone change and General Plan amendment would affect 10.4 acres and would facilitate the development of up to approximately 500 housing units (assuming 100 units per year for five years and 125,000 square feet of commercial uses (assuming 1,000 square feet of commercial uses per dwelling unit). Additional intensification of use in the downtown area will be contemplated as part of the General Plan Update. It is anticipated that a public review draft IS/MND will be released in Spring 2021.

MOU Section 1.c.

Action Item	Responsible Party	Completion Date per MOU	Funding Appropriation/Status
Complete a parking and facility needs and fiscal assessment of existing government facilities.	City and County	Complete parking and facility needs and fiscal assessment by December 2016 Revised date: Parking Strategy June 2021	Parking Enforcement: \$200K Measure G Parking Management: \$150K Measure G
Current Status	<ul style="list-style-type: none"> Monthly City and County staff meetings include evaluation of downtown parking conditions. Agreement between City and County to use existing City lots for juror parking while work continues on long-term plan. 		
Next Steps/Action Items	<ul style="list-style-type: none"> Short term: Continue to consider agreements for County and Courts utilizing City surface parking lots to manage parking demands. Long term: Work collaboratively on a future parking structure at City-County Government Center. Secure funding to undertake appropriate technical studies and environmental review for a shared parking structure. 		

EXHIBIT “A”
SCHEDULE OF PERFORMANCE
2020 Annual Report

Monthly City and County staff meetings include evaluation of downtown parking conditions. The response to the pandemic has significantly affected parking demand. City efforts to fund the downtown parking district have been interrupted as rates are rolled back and paid on-street parking implementation delayed. A parking demand reassessment is needed to confirm or provide assumptions for the Parking Plan.

Public Works continues to work with parking consultants to develop a Downtown Parking Management Master Plan (PMP). The PMP will make recommendations for 1) location and timing for the development of new parking structures, 2) pricing parking to encourage efficient use of available parking; and 3) the financing of City parking projects. Due to the pandemic, recommendations for the PMP will be provided (June 2021) and will include a review of parking rates, the incorporation of latest parking arrangements with the County, and a parking needs assessment that will inform the anticipated timing and implementation of paid on-street parking for downtown. Due to the 2020 pandemic’s impact on downtown, downtown parking rates were rolled back to 2018-2019 levels, interrupting the City’s attempt at sustainability for the program. Both parking enforcement and the downtown parking program show promise of being self-sustaining; however, the goal of a fiscally healthy downtown parking program will need to be delayed until resolution of the current health and economic crisis.

MOU Section 1.d.(i)(1)

Action Item	Responsible Party	Completion Date per MOU	Funding Appropriation/Status
Complete East/West Wing building renovation.	County	December 2018	Funded
Current Status	<ul style="list-style-type: none"> Renovation complete August 2018 and District Attorney offices moved into East/West Wing building August 2018. 		
Next Steps/Action Items	<ul style="list-style-type: none"> ACTION COMPLETE 		

MOU Section 1.d.(i)(2)

Action Item	Responsible Party	Completion Date per MOU	Funding Appropriation/Status
Relocate	County	December 2018	Funded
Current Status	<ul style="list-style-type: none"> Renovation complete and Public Defender offices moved to 2nd Floor of County Admin building June 2018. 		
Next Steps/Action Items	<ul style="list-style-type: none"> ACTION COMPLETE 		

EXHIBIT “A”
SCHEDULE OF PERFORMANCE
2020 Annual Report

MOU Section 1.d.(i)(3)

Action Item	Responsible Party	Completion Date per MOU	Funding Appropriation/Status
Remove modular buildings	County	Within 90- calendar days of the relocation of the District Attorney’s and Public Defender’s offices.	Funded
Current Status	<ul style="list-style-type: none"> Public Defender modular #4 to be retained as a temporary warming shelter through April 2021. Removal of modular buildings Nos 1, 2, 3, and 6 completed October 2018. 		
Next Steps/Action Items	<ul style="list-style-type: none"> ACTION COMPLETE 		

MOU Section 1.d.(ii)(1)(2)(3)

Action Item	Responsible Party	Completion Date per MOU	Funding Appropriation/Status
Coordinate on future planning activities related to the disposition of the Old County Jail, provision of open space and parking and shared parking facility or facilities.	City and County	On-going and/or as otherwise provided in this MOU.	TBD*
Current Status	<ul style="list-style-type: none"> City declared its Lincoln Avenue properties to be Surplus Land and released a Notice of Availability on November 3, 2020. Responses due January 2021. County: No responses received to two RFPs seeking adaptive reuse of the old jail building in Fall 2018 and Spring 2019. Board identified three preferred options for the old jail: Facade/Park, Admin building/park, Admin/New Building 		

EXHIBIT “A”
SCHEDULE OF PERFORMANCE
2020 Annual Report

Next Steps/Action Items	<ul style="list-style-type: none"> • Identify Developer(s) for City-owned parcels along the Lincoln Avenue Corridor. • City to develop financing plan that includes development of a parking structure at Gabilan and Church Streets as Phase I. • County exploring possible State funding for preferred Old Jail site options, reporting back - timing pending pandemic.
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Monthly City and County staff meetings include evaluation of downtown parking conditions. The Agreement for County use of the ITC parking lot for juror parking terminated on September 13, 2019. To address parking demands around the government center, the County explored development of a temporary surface parking lot at Gabilan and Church Streets. City and County staff also collaborated to identify alternative locations for juror parking, in consultation with the Courts. In August and September 2019, the City Council and County Board of Supervisors approved Amendment 1 to Lease of City Property that expanded the County use of Lot 17 for juror and employee parking. County and Courts have agreed to consider utilizing City surface parking lots to manage parking demands while City, County and Courts continue to evaluate the feasibility of a joint permanent parking structure at Gabilan and Church streets to serve the Downtown Government Center. In addition, the City also responded to the County and Courts’ need to address court van impacts on the County parking lot by temporarily removing parking time limits on Church Street for court vans.

In anticipation of this need for an alternate site for juror parking, in February 2019, the Board of Supervisors (the “BOS”) directed County staff to refine design and cost estimates for constructing a temporary surface parking lot on county-owned property at Church and Gabilan Streets. County continues to coordinate with the City on a long-term solution for this site in the form of a parking structure as identified in the Downtown Vibrancy Plan (2015) and Downtown MOU. Subsequently, City staff contracted with Kosmont Companies to explore the feasibility and potential funding sources to construct a permanent parking facility to serve government employees (city, county, courts), and has continued to engage County staff in discussions.

On August 27, 2019, County staff returned to the BOS with an update on the design and cost of constructing a temporary parking lot at Church and Gabilan Streets and the alternative juror parking option and terms outlined the proposed Amendment. County staff presented a temporary gravel lot alternative estimated to costs about \$600,000. At that meeting the BOS directed staff to pursue temp surface parking where modules were removed (estimated cost of \$1.8M). To date, no resources have been allocated to begin CEQA for a parking structure (long term solution). The temporary lot will require CEQA review since the EIR for the County Campus required returning this site to open space. As such, there could be some cost-efficiency found by including an assessment for a shared parking structure as part of a single CEQA document.

EXHIBIT “A”
SCHEDULE OF PERFORMANCE
2020 Annual Report

MOU Section 1.d.(iii)(1)

Action Item	Responsible Party	Completion Date per MOU	Funding Appropriation/Status
Complete a facility needs and fiscal assessment for a new Salinas City Hall facility.	City	Revised: December 2020	TBD*
Current Status	<ul style="list-style-type: none"> This task is currently a three to five-year horizon to be in sync with the County campus plan. Police Department moved to new Headquarters in March 2020, which frees up space for expansion of the city campus. City is conducting an analysis of the cost to renovate the old Police Department building. 		
Next Steps/Action Items	<ul style="list-style-type: none"> Complete facility needs and fiscal assessment for a new civic center as part of Lincoln Corridor Master Plan scope of work. 		

MOU Section 1.d.(iv)

Action Item	Responsible Party	Completion Date per MOU	Funding Appropriation/Status
City and County agree to coordinate with the Courts to address their existing and future facility needs.	City and County	On-going	N/A**
Current Status	<ul style="list-style-type: none"> Courts expressed interest but no funding to participate in parking structure (expect parking to be provided). Courts exploring new facilities in Greenfield and Seaside/Marina, and possible use of King City courthouse. 		
Next Steps/Action Items	<ul style="list-style-type: none"> County will continue to coordinate with Court to identify needs. Discussions with Courts regarding shared Parking considerations. 		

EXHIBIT “A”
SCHEDULE OF PERFORMANCE
2020 Annual Report

MOU Section 1.e.

Action Item	Responsible Party	Completion Date per MOU	Funding Appropriation/Status
Provide for attractive, safe and convenient pedestrian linkages and green spaces.	City and County	In accordance with the timeframes specified in the DVP Revised: 2021/2022	Main Street Streetscape Project: \$12M Measure X, General Fund Downtown Complete Streets Project (W. Alisal Improvements): Design: \$310K Construction: \$7.3M (HSIP, RSTP, Measure X, Measure G)
Current Status	<ul style="list-style-type: none"> • Main Street Streetscape Project was awarded January 21, 2020. Construction began April 2020 and is currently under construction. • The Downtown Complete Streets Project began construction in April 2020, and is estimated to be completed in February 2021. • The project includes high-speed internet conduit in Alisal Street design from Central Park to 312 East Alisal. • Conduit for broadband service is also to be provided as part of Main Street Streetscape Master Plan implementation. • In September 2020, the City secure legislation necessary to begin discussion with Caltrans for relinquishment of a segment of SR 183 (Market Street). 		
Next Steps/Action Items	<ul style="list-style-type: none"> • Complete the Lincoln Street bike connection between W. Alisal and the ITC, an RSTP grant deliverable. • Work with Caltrans to complete Assessment Report for SR183 Relinquishment. • Anticipate City relinquishment request at the California Transportation Commission in 1 year (October 2022). 		

EXHIBIT “A”
SCHEDULE OF PERFORMANCE
2020 Annual Report

Construction of the Downtown Complete Streets Project commenced April 2020. This project includes sidewalk, bike lane and traffic lane improvements along W. Alisal Street from Blanco Road to Front Street. The improvements will increase safety, efficiency and provide travel options for transit users, bicyclists and pedestrians. The project also includes high-speed internet conduit in Alisal Street design from Central Park to 312 East Alisal. The Main Street Streetscape Project was awarded on January 21, 2020. Construction began in April 2020 and the project is expected to be completed by April 2021. The Salinas Rotary Arch was incorporated into the approved construction documents and will be constructed as part of the Main Street Streetscape Project.

MOU Section 1.f.

Action Item	Responsible Party	Completion Date per MOU	Funding Appropriation/Status
Consider the Government Center’s relationship with surrounding land uses and plans.	City and County	On-going	N/A**
Current Status	<ul style="list-style-type: none"> City and County staff meet monthly to discuss the Government Center’s relationship with surrounding land uses and plans. City has declared Lincoln Avenue properties to be surplus land and released a Notice of Availability on November 3, 2020. 		
Next Steps/Action Items	<ul style="list-style-type: none"> Evaluate responses received by January 2021. Commence negotiations with selected developers. 		

The City owns approximately ten-acres of property along the Lincoln Avenue between West Market Street and San Luis Street. Desired uses include development of 1) a new parking structure to be used primarily by City, County and Courts, but also to support private development; 2) a new or renovated civic center to consolidate and house non-safety city service departments, and 3) redevelopment of city surface parking lots and obsolete facility parcels as mixed-use development. In July 2019 the City began the process to identify a Master Developer to redevelop city-owned parking lots along the Lincoln Avenue Corridor as mixed-use development. County staff were involved in pre-bid meetings to share County Government Center plans. Due to changes that occurred in State law during the process, the City has instead declared its properties along Lincoln Avenue to be Surplus Land and has issued a Notice of Availability to solicit potential interest in developing or reusing the City-owned properties on or near Lincoln Avenue. Community stakeholders,

EXHIBIT “A”
SCHEDULE OF PERFORMANCE
2020 Annual Report

including the Salinas Valley Chamber of Commerce, Salinas City Center Improvement Association, and the County have been, and will continue to be, included in the selection of the master developer and the creation and implementation of the master plan.

MOU Section 1.g.

Action Item	Responsible Party	Completion Date per MOU	Funding Appropriation/Status
Evaluate the potential reuse, preservation or replacement of City-and County- owned historic structures (the Old County Jail is addressed in Action Item 1.d.(ii)(1)(2)(3) above).	City and County	December 2019 Revised: June 2020	TBD*
Current Status	<ul style="list-style-type: none"> No responses received for two County RFQ/RFPs for adaptive reuse of the old jail building Fall 2018 and March 2019. City declared the sites of several historic buildings as Surplus Land and issued a Notice of Availability on November 3, 2020. 		
Next Steps/Action Items	<ul style="list-style-type: none"> Board direction to explore possible State funding for three preferred Old Jail site options, reporting back - timing pending pandemic. City will review responses to the Notice of Availability to determine options for reusing or preserving historic buildings. 		

The County issued, but received no responses, to two Request for Proposals seeking adaptive reuse of the old jail building (Fall 2018 and March 2019). In September 2019 the Board of Supervisors (BOS) identified three preferred options for future use: Scheme 3 -Retain Admin Wing with new building behind; Scheme 7-Retain Alisal Facade with Park behind; Hybrid Schemes 3/7- Retain Admin Wing with Park behind. City and County staff also coordinated to include language in the Lincoln Avenue Corridor RFP for an option to reuse/redevelop the Old Jail site. In addition, the RFP recognizes that a parking structure of adequate size could open potential use of other County lands (e.g. surface parking lot at Alisal and Capitol). Due to the pandemic, efforts to pursue State funding were placed on hold and there has been no subsequent action by the County.

EXHIBIT “A”
SCHEDULE OF PERFORMANCE
2020 Annual Report

MOU Section 2.

Action Item	Responsible Party	Completion Date per MOU	Funding Appropriation/Status
Provide mutual support and assistance for continued presence of primary State (Courts), federal, and other agency offices in the downtown.	City and County	On-going	TBD*
Current Status	<ul style="list-style-type: none"> On-going Coordination: City and County staff meet monthly. 		
Next Steps/Action Items	<ul style="list-style-type: none"> Meet with Courts as needed. 		

MOU Section 3.

Action Item	Responsible Party	Completion Date per MOU	Funding Appropriation/Status
Explore partnerships and to co-leverage funding.	City and County	On-going	TBD*
Current Status	<ul style="list-style-type: none"> On-going Coordination: City and County staff meet monthly. 		
Next Steps/Action Items	<ul style="list-style-type: none"> Future. 		

MOU Section 4.

Action Item	Responsible Party	Completion Date per MOU	Funding Appropriation/Status
Continue License Agreement between the County and the City to allow jurors to park in designated City parking facilities	City and County	Current Agreement in place/On-going.	Currently no City/County fiscal impact.

EXHIBIT “A”
SCHEDULE OF PERFORMANCE
2020 Annual Report

Current Status	<ul style="list-style-type: none"> • ITC parking lot for juror parking terminated as of September 13, 2019. • City and County approved Amendment 1 to Lease of City Property to allow County use of Lot 17 for juror and employee parking. (August 2019).
Next Steps/Action Items	<ul style="list-style-type: none"> • Consider use of other city-owned surface parking if needed. • Continue to explore long-term solution of a shared parking structure for the government center. • City/County staff will meet to assess next steps when Temp Shelter and City Covid trailers are removed.

MOU Section 8.

Action Item	Responsible Party	Completion Date per MOU	Funding Appropriation/Status
Annual Review	City and County	By November 30th of each year.	N/A**
Current Status	<ul style="list-style-type: none"> • Report presented to City Council and Supervisors (consent item) on February 2, 2021. Delays due to pandemic. 		
Next Steps/Action Items	<ul style="list-style-type: none"> • Maintain Performance Schedule Matrix for 2021 annual report. • Extend Agreement for 5 years (from 2021 to 2026). 		

The Schedule of Performance may be modified in accordance with the requirements of Section 9 of this MOU.

*TBD – To be determined

**N/A – Funding status is generally not applicable.

ACCOMPLISHMENTS	
TASK	COMPLETED
Adoption of Government Center MOU	May 2012
Land Holding Map	July 2012
County Major Capital Plan	January 2013
Parking Agreement	February 2013
Vibrancy Plan Consultant	March 2013

EXHIBIT “A”
SCHEDULE OF PERFORMANCE
2020 Annual Report

ACCOMPLISHMENTS CONTINUED	
TASK	COMPLETED
Harris Road Agreement	May 2013
MOU Matrix	June 2014
Acceptance of Vibrancy Plan	May 2015 (CC) / August 2015
Extension of MOU	May 2015
Downtown Community Benefit District	July 2015
Adoption of the updated City/County Downtown Government Center MOU	February 2016
Code Enforcement Coordination	April 2016
Property Exchange Agreement <ul style="list-style-type: none"> • Property exchanged • New PSHQ groundbreaking 	March 2016 <ul style="list-style-type: none"> • June 2018 • September 10, 2018
Prepared 2016 MOU Annual Review	November 2016
Completed Downtown Housing Target Market Analysis and Parking Memo	June 2016
Phase I East/West Wing Renovation Completed	November 2016
County Resource Management Agency moved to 1441 Schilling Place	June 2017
Housing Target Market Analysis and Parking Memo presented to City Council and processed Downtown CBD Expansion	July 2017
Commenced Main Street Streetscape Design	August 2017
Main Street Streetscape Master Plan presented to City Council	October 2017
Parking Management Plan (Presentation 1 of 3 to City Council)	November 2017
Completed Relocation of Public Defender’s Office	November 2017
Completed 2017 MOU Annual Review	November 2017
Adopted Adaptive Reuse Ordinance for Downtown Core	July 2018
Completed renovation of East-West Wings at old County Courthouse	August 2018
Expanded Adaptive Reuse Ordinance area to include Central City Overlay	September 2018
District Attorney moved into E-W Wings and temporary modular buildings removed	October 2018
Completed 2018 MOU Annual Review	November 2018
City approved expanded parking enforcement services	December 2018

EXHIBIT “A”
SCHEDULE OF PERFORMANCE
2020 Annual Report

ACCOMPLISHMENTS CONTINUED	
TASK	COMPLETED
Downtown Complete Streets Grant Authorization for Construction	January 2019
Downtown Parking Rates Increase	January 2019
City Approved Plans and Specifications for Downtown Complete Streets Project and bid the project	February 2019
Rejected bids for the Downtown Complete Streets Project	April 2019
Approved Revised Downtown Complete Street Project	July 2019
Downtown Parking Rates Increase	February 2019
Approved Amendment 1 to City Lease of Property Agreement	August 2019
Accepted Bid for Downtown Complete Streets Project	October 2019
Completed 2019 MOU Annual Review	November 2019
Awarded Main Street Streetscape Project	January 2020
Salinas Police Department Moved into new Headquarters at 312 E. Alisal	March 2020
Began construction of Main Street Streetscape Project and Downtown Complete Streets Project	April 2020
Initiated preparation of Downtown Rezone Initial Study	June 2020
City declared its Lincoln Avenue properties to be Surplus Land	November 2020
Completed 2020 MOU Annual Review	February 2021

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Monterey County

Board Report

Legistar File Number: 21-150

Item No.15

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

February 23, 2021

Introduced: 2/11/2021

Version: 1

Current Status: Scheduled PM

Matter Type: General Agenda Item

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



Monterey County

Item No.16

Board Report

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

Legistar File Number: 21-071

February 23, 2021

Introduced: 1/19/2021

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Receive an update on renewable energy requirements for indoor commercial cannabis cultivators, and direct the Housing and Community Development Planning staff to amend Titles 20 and 21 of the Monterey County Code to align with s renewable energy requirements of comparable jurisdictions or the State.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive an update on renewable energy requirements for indoor commercial cannabis cultivators;
- b. Provide direction to the Housing and Community Development Planning staff to amend Titles 20 and 21 of the Monterey County Code to align with renewable energy requirements of comparable jurisdictions or the State; and
- c. Provide direction to staff as appropriate.

SUMMARY

On October 30, 2020, the Cannabis Program ("Program") presented a memorandum to the Board of Supervisors Cannabis Committee ("Committee") on the renewable energy requirements as stated in Titles 20 and 21 of the Monterey County Code ("MCC"). Specifically, sections 20.67.050(B)(9) and 21.67.050(B)(9) require: "Onsite renewable energy generation shall be required for all indoor (cultivation activities using artificial lighting only including Type 1A, 1C, 2A, 3A and 4 state license types) cannabis cultivation activities. Renewable energy systems shall be designed to have a generation potential equal to or greater than one-half of the anticipated energy demand."

This requirement applies only to indoor commercial cannabis cultivators. For reference, there are 17 indoor cultivators in operation in the unincorporated area of the County, representing 20% of all cultivators. The majority of these operations are located in the Moss Landing Commerical Park. It should be noted that these indoor cultivators have one tenth of the average canopy size of mixed-light operations within the County.

Monterey County's requirement is more stringent than what is required by the State and other local jurisdictions because it does not provide options to operators. The Committee recommended that the MCC be amended so the renewable energy requirements are aligned with the State and other local jurisdictions. This will provide operators with options rather than requiring all operators to bear the cost of infrastructure improvements to satisfy this local requirement, which could be cost prohibitive

when considering the average scale of indoor cultivation operations. As the County prepares to write its Climate Action Plan, any options provided to operators should be consistent with the goals and targets of that plan while providing cost-effective options to operators.

Staff also believes Titles 20/21 should be amended to match that of the State and other comparable local jurisdictions to provide consistency. Program staff has conducted research to compare renewable energy requirements of similar counties, and has reviewed CalCannabis state regulations for commercial cannabis cultivation operations. Staff has prepared an overview of renewable energy requirements by local jurisdictions, and the applicable community choice aggregation or joint powers authority partner agency designated by a jurisdiction. (Attachment A).

CalCannabis renewable energy requirements will become effective in January 2023 and defer to greenhouse gas emission intensity requirements of local utility providers. This requirement could change as a result of the consolidation of the three state licensing bureaus, which may occur in July 2021. Monterey County is the only jurisdiction to require onsite renewable energy for indoor cultivators, while other jurisdictions allow operations the option to procure renewable energy from an approved provider, purchase carbon offsets proportional to power utilized from nonrenewable sources, or to implement an onsite renewable energy solution of their own. Three jurisdictions explicitly prohibit the use of generators, except in case of emergency.

Any amendments to Titles 20 and 21 (zoning code) would require a recommendation by the Planning Commission, and then a public hearing before the Board of Supervisors. Additionally, any amendments to Title 20 (coastal), would require certification by the Coastal Commission. For procedural efficiency, staff recommends that any proposed amendments to renewable energy requirements be presented alongside the proposed amendments for the outdoor commercial cannabis cultivation pilot program this winter/spring.

Also of note, California Business and Professions Code section 26055(h) provides a statutory exemption from CEQA for the adoption cannabis ordinances when the ordinance requires discretionary review of individual permits that are themselves subject to environmental review under CEQA. The statutory exemption provided in the Business and Professions Code section 26055(h) expires on July 1, 2021 so any MCC revisions must be considered and approved by the Board of Supervisors prior to that date in order to apply the exemption to the ordinance.

OTHER AGENCY INVOLVEMENT:

The Sustainability Program and Housing and Community Development Department contributed to the report.

FINANCING:

Monterey County's Cannabis Program is funded in County Administrative Office - Department 1050, Intergovernmental and Legislative Affairs Division - Unit 8533, Cannabis. The approval of this report and related documents will not incur additional expenses to the Program.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Monterey County Cannabis Program addresses each of the Strategic Initiative Policy Areas that

promote the growth of a responsible and legal Monterey County cannabis industry.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Joann Iwamoto, Cannabis Program Manager
Myles Echenique, Cannabis Analyst

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

Attachments:

Attachment A: Renewable Energy Requirements by Jurisdiction

Renewable Energy Comparisons

Jurisdiction	Code Section	Regulatory Text	CCA/JPA Partner Agency
CDFA CalCannabis	§ 8305. Renewable Energy Requirements.	Beginning January 1, 2023, all indoor, tier 2 mixed-light license types of all sizes, and nurseries using indoor or tier 2 mixed-light techniques, shall ensure that electrical power used for commercial cannabis activity meets the average electricity greenhouse gas emissions intensity required by their local utility provider pursuant to the California Renewables Portfolio Standard Program.	
Humboldt County	313-55 Cannabis Land Uses: Coastal, 55.4.6.3 Eligibility Criteria – All Areas.	Electricity must be exclusively provided by a renewable energy source, meeting the performance standard for energy use	Redwood Coast Energy Authority
Mendocino County	Sec. 10A.17.040 - General Limitations on Cultivation of Cannabis. (D)	The indoor or mixed-light cultivation of cannabis shall rely on the electrical grid or some form of alternative energy source. The indoor or mixed-light cultivation cannabis shall not rely on a generator as a primary source of power.	Sonoma Clean Power
Monterey County	20.67.050 - Regulations for cannabis cultivation (B)(9) 21.67.050 - Regulations for cannabis cultivation (B)(9)	Onsite renewable energy generation shall be required for all indoor (cultivation activities using artificial lighting only including Type 1A, 1C, 2A, 3A and 4 state license types) cannabis cultivation activities. Renewable energy systems shall be designed to have a generation potential equal to or greater than one-half of the anticipated energy demand.	Central Coast Community Energy
San Benito County	19.43.050 SUPPLEMENTAL REQUIREMENTS FOR CERTAIN CANNABIS BUSINESSES. (A)(6)	An energy management plan, including proposed energy conservation measures	Central Coast Community Energy

Renewable Energy Comparisons

Jurisdiction	Code Section	Regulatory Text	CCA/JPA Partner Agency
San Francisco City/County	SEC. 1618. ELIGIBILITY AND OPERATING STANDARDS APPLICABLE TO ALL CANNABIS BUSINESSES. (cc)	Every Cannabis Business shall ensure that the electrical power used for Commercial Cannabis Activities shall be procured from or produced by renewable sources, consistent with Renewable Energy Requirements to be adopted by the Director, in consultation with the Director of the Department of the Environment. In adopting Renewable Energy Requirements, the Director shall establish minimum renewable energy requirements that are consistent with the amount of renewable energy contained in CleanPowerSF's Green Service. A Cannabis Businesses1 shall also provide to the Director and the Department of the Environment an annual report documenting the amount and source of energy consumed by the Business in the prior 12 months.	CleanPowerSF
San Luis Obispo County	22.40.060 - Cannabis Nurseries. (D)(7)	All sites engaging in artificial light or mixed-light indoor cannabis cultivation shall comply with State regulations regarding energy requirements.	No planned action
San Mateo County	5.148.160. - Cultivation requirements. (n)	Energy Usage. All electrical power, including, without limitation, for illumination, heating, cooling, and ventilation, shall be provided by on-grid power with one hundred (100) percent renewable energy source or on-site zero net energy renewable source such that annual consumed energy is less than or equal to the on-site renewable generated energy. The use of generators is prohibited, except for portable temporary use in emergencies only. A plan for compliance with this section shall be proposed at the Application stage.	Peninsula Clean Energy

Renewable Energy Comparisons

Jurisdiction	Code Section	Regulatory Text	CCA/JPA Partner Agency
Santa Barbara County	Sec. 50-10. - Application review by the planning and development and community services departments—Energy conservation plan and odor control system.	<p>Energy Conservation. To demonstrate the required energy reduction or no net increase, the applicant may (1) directly implement any one or more of the following energy conservation and reduction measures, and/or (2) indirectly implement energy conservation and reduction measures through the purchase of credits offered through any one or more of the following renewable energy programs:</p> <p>i. Renewable Energy. Energy reduction may be satisfied by sourcing energy demands from renewable energy sources.</p> <p>ii. Renewable Energy Choice Program. An applicant may purchase renewable electricity from a county approved renewable energy source (i.e., Regional Renewable Choice program, Green Rate program, Community Renewable program, or similar equivalent renewable energy program) to offset any net increase of energy demand.</p> <p>iii. Energy Conservation Measures. To demonstrate energy reduction or no net increase in energy demand, the applicant may include energy conservation measures in their energy conservation plan conservation measures may include, but are not limited to:</p>	<p>Central Coast Community Energy</p> <p>Approved as a JPA Member 12/4/2019</p> <p>Will become enrolled January 2021 for PG&E Territory and October 2021 for SCE Territory</p>
Santa Cruz County	7.128.170 General requirements applicable to all non-retail commercial cannabis license types. (J)	Licenses must utilize energy efficient cultivation methods.	Central Coast Community Energy

Renewable Energy Comparisons

Jurisdiction	Code Section	Regulatory Text	CCA/JPA Partner Agency
Sonoma County	Sec. 26-88-254. - Cannabis cultivation—commercial. (g)(3)	<i>Energy Use.</i> Electrical power for indoor cultivation, mixed light operations, and processing including but not limited to illumination, heating, cooling, and ventilation, shall be provided by any combination of the following: (i) on-grid power with one hundred percent (100%) <i>renewable</i> source; (ii) on-site zero net <i>energy renewable</i> source; or (iii) purchase of carbon offsets of any portion of power not from <i>renewable</i> sources. The use of generators for indoor and mixed light cultivation is prohibited, except for portable temporary use in emergencies only.	Sonoma Clean Power



Monterey County

Item No.

Board Report

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

Legistar File Number: 21-071

February 23, 2021

Introduced: 1/19/2021

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Receive an update on renewable energy requirements for indoor commercial cannabis cultivators, and direct the Housing and Community Development Planning staff to amend Titles 20 and 21 of the Monterey County Code to align with s renewable energy requirements of comparable jurisdictions or the State.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive an update on renewable energy requirements for indoor commercial cannabis cultivators;
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SUMMARY

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when considering the average scale of indoor cultivation operations. As the County prepares to write its Climate Action Plan, any options provided to operators should be consistent with the goals and targets of that plan while providing cost-effective options to operators.

Staff also believes Titles 20/21 should be amended to match that of the State and other comparable local jurisdictions to provide consistency. Program staff has conducted research to compare renewable energy requirements of similar counties, and has reviewed CalCannabis state regulations for commercial cannabis cultivation operations. Staff has prepared an overview of renewable energy requirements by local jurisdictions, and the applicable community choice aggregation or joint powers authority partner agency designated by a jurisdiction. (Attachment A).

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Any amendments to Titles 20 and 21 (zoning code) would require a recommendation by the Planning Commission, and then a public hearing before the Board of Supervisors. Additionally, any amendments to Title 20 (coastal), would require certification by the Coastal Commission. For procedural efficiency, staff recommends that any proposed amendments to renewable energy requirements be presented alongside the proposed amendments for the outdoor commercial cannabis cultivation pilot program this winter/spring.

Also of note, California Business and Professions Code section 26055(h) provides a statutory exemption from CEQA for the adoption cannabis ordinances when the ordinance requires discretionary review of individual permits that are themselves subject to environmental review under CEQA. The statutory exemption provided in the Business and Professions Code section 26055(h) expires on July 1, 2021 so any MCC revisions must be considered and approved by the Board of Supervisors prior to that date in order to apply the exemption to the ordinance.

OTHER AGENCY INVOLVEMENT:

The Sustainability Program and Housing and Community Development Department contributed to the report.

FINANCING:

Monterey County's Cannabis Program is funded in County Administrative Office - Department 1050, Intergovernmental and Legislative Affairs Division - Unit 8533, Cannabis. The approval of this report and related documents will not incur additional expenses to the Program.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Monterey County Cannabis Program addresses each of the Strategic Initiative Policy Areas that

Legistar File Number: 21-071

promote the growth of a responsible and legal Monterey County cannabis industry.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Joann Iwamoto, Cannabis Program Manager
Myles Echenique, Cannabis Analyst

DocuSigned by:
Joann Iwamoto
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Approved by: Nicholas E. Chiulos, Assistant County Administrative Officer

Attachments:

Attachment A: Renewable Energy Requirements by Jurisdiction



Monterey County

Item No.17

Board Report

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

Legistar File Number: RES 21-038

February 23, 2021

Introduced: 2/12/2021

Current Status: Scheduled PM

Version: 1

Matter Type: BoS Resolution

Public hearing (continued from February 9, 2021) to consider an appeal by Leonard McIntosh from the September 30, 2020 Planning Commission decision approving an amendment to a Combined Development Permit to allow construction of a 22,137 square foot, two-story, 15-unit residential apartment building, on vacant Lot 5 of the Laguna Seca Office Park (LSOP) and approving a General Development Plan for Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 [Condominium Units 103 & 104] and 19 [Condominium Unit 002]] of the LSOP to allow residential and/or commercial uses on any single lot, such that the cumulative total of residential square footage across all lots covered by the General Development Plan does not exceed the cumulative total commercial square footage across the LSOP.

Proposed CEQA Action: Consider an Addendum together with the Final Environmental Impact Report for the Laguna Seca Office Park in accordance with CEQA Guidelines Section 15164. [PLN170765 -Leonard H. McIntosh Family Trust, 24491 Citation Court, Monterey, Greater Monterey Peninsula Area Plan. (APNs: 173-121-002, 173-121-003, 173-121-004, 173-121-005 (Lot 5), 173-121-023, & 173-121-026, 173-121-009, 173-121-011, 173-121-015, 173-121-016, 173-123-001, 173-123-003, 173-123-006, & 173-124-001)]

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution (**Attachment C**) to:

- a) Deny the appeal by Leonard McIntosh from the September 30, 2020 Planning Commission decision approving an amendment to a Combined Development Permit to allow construction of a 22,137 square foot, two-story, 15-unit residential apartment building, on vacant Lot 5 of the Laguna Seca Office Park (LSOP) and approving a General Development Plan for Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 [Condominium Units 103 & 104] and 19 [Condominium Unit 002]] of the LSOP;
- b) Certify the Board considered an Addendum together with the LSOP Final Environmental Impact Report (FEIR) in accordance with CEQA Guidelines Section 15164;
- c) Approve a General Development Plan (GDP) covering certain lots [Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 (Condominium Units 103 & 104) and 19 (Condominium Unit 002)] that allows residential and/or commercial uses on any single lot, such that the cumulative total of residential square footage across all lots covered by this GDP, does not exceed the cumulative total commercial square footage across all LSOP lots; and
- d) Approve an amendment to a Combined Development Permit (PLN020332, PC Resolution No. 12-035) to allow construction of a 22,137 square foot two-story 15-unit residential apartment building on Lot 5 of the LSOP, instead of a 20,306 square foot two-story professional office building, subject to the project satisfying the 4.9 (35%) requirement for total Affordable Units with Density Bonus

accommodation as follows: 1) One (1) Very Low-Income; 2) Two (2) Moderate-Income; 3) One (1) Workforce II Income; and Waiver of 0.9 fractional unit in-lieu fee as a financial concession per Government Code Section 65915(d)(2)(A).

The attached draft Resolution includes findings and evidence for consideration (**Attachment C**). Staff recommends adoption of the resolution to deny the appeal and approve of the project subject to twenty-five (25) conditions of approval. If the Board desires to choose a different option, staff recommends the Board adopt a motion of intent and continue the hearing to a date certain for staff to return with a revised resolution.

PROJECT INFORMATION:

Agent: Anthony Lombardo, Anthony Lombardo & Associates

Property Owner: Leonard H. McIntosh Family Trust (LAGUNA SECA OFFICE PARK - LOT 5) and owners of Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 [Units 103 & 104] and 19 [Unit 002]] of the Laguna Seca Office Park.

Zoning: Visitor Serving/Professional Office with Building Site, Urban Reserve, Design Control, and Site Plan Review Overlays [VO-B-6-UR-D-S]

Flagged and Staked: Yes

SUMMARY:

The hearing on the appeal was noticed for February 9, 2021. On February 9, 2021, at the County's request with appellant's concurrence, the Board of Supervisors continued the hearing to February 23, 2021.

The proposed General Development Plan (GDP) would allow those Laguna Seca Office Park (LSOP) lots that are covered by the GDP to be developed with residential-only use (e.g., an apartment building), provided the cumulative total square footage of residential use on the lots under the GDP does not exceed the cumulative total of commercial square footage across lots subject to the GDP (currently 152,978 square feet). A GDP is required to comply with zoning within the LSOP which designates the area for visitor serving and office uses. Within this zoning district, residential development is allowed, provided it does not exceed the commercial development. This GDP would shift focus from individual lots to the larger LSOP by crediting commercial development across multiple privately-owned Lots for the purposes of calculating allowable residential development. The Planning Commission supported this concept to provide multi-family housing opportunities in the unincorporated area of the County. Staff supports the approach as a means of providing housing; however, the GDP applies to only portions of the LSOP (with some lots and units excluded), because not all lot owners agreed to be subject to the GDP, which make it less desirable from a staff perspective (not comprehensive).

If the GDP concept is approved, the applicant seeks to develop Lot 5 with a 15-unit residential apartment building; however, the applicant has appealed the Planning Commission decision because the applicant contests the affordable housing requirement. The Planning Commission applied the 35% requirement of the Development Evaluation System, which would equal 4.9 affordable/workforce units; however, by providing a financial incentive under Density Bonus law, the Commission required only four (28.57%) total Affordable Units with Density Bonus accommodation and waived the in-lieu

fee for the 0.9 fractional unit. The appellant requests an inclusionary housing alternative of providing 2.8 (20%) total affordable units consisting of 1 Low-Income and 1 Moderate-Income unit and waiver of 0.8 fractional unit fee, or paying an in-lieu fee and building no on-site affordable units, based on the contention that applicant need provide only 20% affordable housing under County's inclusionary housing ordinance (Chapter 18.40 of the Monterey County Code).

Affordable Housing Options:

The main issue in the appeal is the amount of affordable housing required and method and timing of compliance. If the applicant provides at least one unit affordable to a very low income household, state law requires the County to provide a financial concession/incentive, which would allow the County to deviate from the percentage requirements of the General Plan but have the benefit of provision of a very low income unit. Affordable housing options include:

1. Four units: 1 Very Low, 2 Moderate, and 1 Workforce II (150-180% of median income), and waiver of in lieu-fee equivalent to 0.9 fractional unit (equivalent to 28.6% on-site affordable units plus incentive) (Planning Commission decision);
2. Three units: 1 Very Low and 2 Moderate and waiver of an in-lieu fee equivalent to 1.9 units (equivalent to 21% on-site affordable units plus incentive).
3. Two units: 1 Very Low and 1 Moderate and waiver of in-lieu fee equivalent to 2.9 units (equivalent to 14% on-site affordable units plus incentive).
4. Two units: 1 Low and 1 Moderate and payment of in-lieu fee equivalent to .8 fractional unit or payment of in-lieu fee equivalent to 2.8 units (2.8 is equivalent to 20% of 14 units). (Applicant request). Because the proposal does not include a very low unit, it does not qualify for eligibility for a financial concession/incentive.

Conditions of Approval:

Since the proposed GDP addresses development rights on several lots in the LSOP, County staff recommended, and the Planning Commission required, written permission for the GDP from any property owner subject to it. The applicant obtained written permission from several of the owners of lots within the LSOP. Consequently, the GDP applies to Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 [Units 103 & 104] and 19 [Unit 002] of the LSOP. Portions of Lots represent condominium office units where individual owners of space within a Lot have agreed to the GDP while others have not. The appellant objects to a condition of approval (previously Condition No. 19 of PC resolution) requiring the GDP to be recorded on title on those lots. Notice of development restrictions must be recorded on title to provide notice to future owners of potential development restrictions. Instead of requiring recordation of the GDP itself, the appellant has proposed and staff has concurred that the record notice could also be accomplished through recordation of the Permit Approval Notice which shall refer to and contain legal descriptions of all the lots subject to the GDP. Staff has revised the proposed conditions of approval on this point. Thus, staff believes this issue of the appeal is resolved.

Affordable Housing Requirements

This project is subject to the Development Evaluation System (DES) because it is located outside of areas designated for growth in the *2010 General Plan* (i.e. not within Community Areas, Rural Centers, and Affordable Housing Overlay districts). Pending formal adoption of procedures to implement the DES, the County has been implementing the DES through application of the specific

criteria in the 2010 General Plan Policy LU-1.19. Accordingly, a qualitative analysis has been completed for this project based on those criteria. As it relates to this appeal, the DES policy states: “Residential development shall incorporate the following minimum requirements for developments [....] outside of a Community Area or Rural Center:

- 1) 35% affordable/Workforce housing (25% inclusionary; 10% Workforce) for projects of five or more units to be considered. [...].”

The Planning Commission considered both the proposed LSOP GDP and Lot 5 apartment building using criteria set forth in Policy LU-1.19 to ascertain development fitness considering site-specific infrastructure and resource constraints. Although the project is not specifically within a targeted growth area, the Planning Commission, based on staff recommendation, found that the proposal shows development fitness at this location and would be consistent with the 2010 General Plan upon adherence to the minimum requirement of 35% affordable/Workforce housing provision for residential developments, as set forth in the DES criteria. Ultimately, the Planning Commission approved this project, contingent upon the provision of the 35% affordable housing requirement applied by provision of 4 units and waiver of an in-lieu fee for the .9 fractional unit, as described above.

During review of this application, consideration has been given to other land use factors including but not limited to location of the project within an airport approach zone, congestion on roads in the vicinity, and limitations on water availability associated with the adjudicated Seaside groundwater basin. Additional details about these considerations are provided in the Addendum (**Attachment F**) and detailed discussion included as **Attachment A**.

Planning Commission Decision

This application was considered at a public hearing before the Planning Commission on August 14, 2019, and on February 12, August 12, and September 30, 2020. On September 30, 2020, after review of the application, all submitted documents, recommendation from the Housing Advisory Committee, and public testimony, the Planning Commission adopted a resolution to consider the Addendum to the LSOP FEIR, approve the General Development Plan to allow residential and/or commercial uses on any single lot for which the owner provided written agreement to the GDP, and approve an amendment to the previously approved Combined Development Permit to allow a 15-unit residential apartment building instead of a commercial office structure on Lot 5 of the LSOP, with an effective 28.57% affordability requirement (requiring 4 affordable/workforce units and waiving the 0.9 fractional unit). (**Attachment D1**, Monterey County Planning Commission Resolution No. 20-032). The recommendation from the Housing Advisory Committee is attached as (**Attachment H**). The Addendum to the LSOP FEIR is at **Attachment F**, and the original Combined Development Permit is attached at **Attachment D2**.

Appeal by Leonard McIntosh of September 30, 2020 Planning Commission Decision

Leonard McIntosh, represented by Anthony Lombardo & Associates, timely filed an appeal of the Planning Commission decision on the project (**Attachment E**). In general, the appeal contends that the 35% affordable housing obligation renders the project financially infeasible and that the applicant should be allowed the option to pay in-lieu fees at the time of building permit approval. Additionally, the appeal contends that:

- The project is not subject to the DES;

- There is substantial inconsistency in County inclusionary housing regulations and policies,
- A 35% inclusionary obligation is contrary to statewide housing policies,
- The DES 35% requirement creates internal inconsistency with the County's certified Housing Element, and
- The requirement for each property-owner affected by the GDP to record the GDP (previously Condition No. 19) is redundant of Condition No. 2 that requires the one subject project applicant to record a Permit Approval Notice that includes all affected properties.

These contentions are briefly addressed below and are discussed in further detail within the resolution (**Attachment C**).

Staff disagrees with the appeal contentions, except for the applicant's concern that Planning Commission Condition No. 19 was redundant. Staff believes this contention is resolved by modification of Condition No. 2 to require the Notice of Permit Approval include the APN and legal description of each lot affected by the GDP, and deletion of Condition No.19. Remaining contentions are discussed and responded to in detail in the draft resolution (**Attachment C**) and Discussion (**Attachment A**). In summary of staff's response:

- Identification of the method of compliance with an inclusionary housing agreement at the time of the first discretionary approval is required. At the September 30, 2020 hearing, the applicant volunteered to build affordable units. The Planning Commission required a condition of approval to memorialize what was being approved, pursuant to Chapter 18.40.100.B of Monterey County Code. The Inclusionary Housing Ordinance does not allow deferral of decision on the method of compliance, unless the Board makes specific findings, supported by substantial evidence, that unusual or unforeseen circumstances justify deferring the decision on applicant's method of compliance with affordable housing requirements.
- The project is subject to Policy LU-1.19 of the *2010 General Plan*. General Plan policies apply to development applications with or without implementing regulations. The DES applies because the project is not located in a Community Area, Rural Center, or Affordable Housing Overlay district and includes development of more than 5 units;
- Affordable housing requirements will result in lower profit margins for the developer and longer time to recover costs of initial investments. Staff, the Housing Advisory Committee (HAC), and the Planning Commission (PC) all considered the *pro forma* data submitted by the applicant before making the decision/recommendation. The *pro forma* data itself shows a profit after 5 years. In addition, as recommended by the HAC and approved by the PC, the decision provides a financial incentive equating to a reduction in fees of approximately \$250,000 to reduce financial constraints for provision of affordable housing. On this issue, if the Board determines a greater level of financial incentive is necessary to make the project feasible, the Board could consider an alternative that increases the financial incentive provided to the developer (for example, options 2 or 3 outlined above);
- Inclusionary Housing regulations in Chapter 18.40 of the Monterey County Code should be updated to reflect the General Plan which, in the non-coastal zone, have requirements for 25% or 35% (depending on location), and over the last several years, Housing staff have begun a comprehensive review of the County's affordable housing policies. In the absence of an update to Chapter 18.40, General Plan policies govern because the General Plan

predominates in the hierarchy of law;

- State Housing and Community Development did not state that the 35% requirement is contrary to law. The Housing Element is presumed legally valid once it has been certified by state HCD. State HCD requested that the County analyze the 35% housing policy (LU-1.19) in the constraints' analysis, either by amending the current Housing Element or by analyzing it in the next Housing Element cycle, which is coming up soon. Housing law does require considerations of regulatory constraints to providing housing in the Housing Element. Housing law also promotes the creation and protection of housing affordable to all income levels which staff's recommendation would accomplish.
- The 35% does not create an internal inconsistency with the Housing Element in this case. The appellant has reached out the State office of Housing and Community Development (CA HCD) for an opinion on this matter. CA HCD staff have responded to confirm that the 35% requirement in the DES policy is not specifically discussed in the Housing Element (although it was part of the *2010 General Plan* policies already adopted when CA HCD certified the County's last Housing Element). CA HCD staff suggest adding a discussion of DES to the Housing Element. They did not opine on the application of policies specific to this project. In addition, the decision by the Planning Commission incorporates incentives that effectively reduce the financial obligation to make the project more feasible.

Staff has prepared a draft resolution (**Attachment C**) to deny the appeal, certify consideration of the Addendum along with the LSOP FEIR, approve the General Development Plan (PLN170765), and amend the Combined Development Permit (PLN020332, PC Resolution No. 12-035), essentially affirming the Planning Commission decisions. Alternatively, if the Board chooses to grant the appeal or chooses a different option for compliance with the County's affordable housing regulations, staff recommends that the Board continue the hearing to a date certain and adopt a motion of intent with direction to staff to prepare a new resolution with modified findings and evidence for Board consideration at the subsequent hearing.

DISCUSSION - A detailed discussion of the proposed project has been included in **Attachment A**.

CEQA

An Addendum (**Attachment F**) to the previously certified FEIR for the LSOP was prepared pursuant to Code of Regulations, Title 14, Section 15164 because some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR have occurred. The proposed GDP concentrating residential use, and calculating permissible residential and commercial use cumulatively across the lots subject to the GDP, is a change in the project from what was analyzed in the LSOP EIR. However, this change will not introduce significant new impacts and in fact, reduces the severity of impacts to water use and traffic from what was previously analyzed.

OTHER DEPARTMENT INVOLVEMENT:

Environmental Health Bureau
County Counsel
HCD-Public Works

HCD-Environmental Services
Monterey County Regional Fire District
HCD - Housing & Community Development

FINANCING:

Funding for staff time associated with this appeal is included in the FY 20-21 Adopted Budget for HCD-Planning. The appellant paid the appeal fee of \$3,540.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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

Check the related Board of Supervisors Strategic Initiatives:

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

Prepared by: Jaime Scott Guthrie, AICP, Associate Planner, ext. 6414
Reviewed by: Craig Spencer, HCD-Planning Services Manager
Approved by: Melanie Beretti, Housing and Special Programs Services Manager

The following attachments on file with the Clerk of the Board:

Attachment A Discussion

Attachment B Maps
B1 - Vicinity

B2 - Context
B3 - LSOP

Attachment C Draft Resolution including:

- General Development Plan
- Conditions of Approval
- Plan Set
- Colors + Materials

Attachment D Planning Commission Resolutions
D1 - No. 20-032
D2 - No. 12-035

Attachment E Notice of Appeal dated October 26, 2020

Attachment F Addendum to LSOP FEIR

Attachment G LSOP FEIR

Attachment H Housing Advisory Committee Minutes of August 26, 2020

Attachment J Technical Reports
J1 - Geotechnical
J2 - Drainage Report Update

J3 - Trip Generation Study
J4 - Forest Management Plan
J5 - Traffic Study Update

Attachment K Correspondence

K1 - from Shannan West, CA HCD to Monterey County HCD
K2 - from Kelly McCarthy Sutherland, Anthony Lombardo and Assoc.
K3 - from Monterey County HCD to CA HCD
K4 - from CA HCD to Monterey County HCD

cc: Front Counter Copy; Public Works, Facilities and Parks; Environmental Health Bureau;
HCD-Environmental Services; Craig Spencer, HCD-Planning Services Manager; Jaime Scott Guthrie,
Project Planner; Leonard H. McIntosh, Property Owner and Appellant; Anthony Lombardo,
Attorney for Applicant and Appellant; Mark Blum, interested party; Bob Dvorak, interested party;
Joan Nelson, interested party; Harvey Pantzis, interested party; Pam Pantzis, interested party; Carol
Planchon, interested party; Edward Rockower, interested party; Henry Ruhnke, Architect and
interested party; Peggy Tharpe interested party; Michael Weaver, interested party; The Open
Monterey Project (Molly Erickson); LandWatch (Director); Project File PLN170765



Monterey County

Item No.

Board Report

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

Legistar File Number: RES 21-038

February 23, 2021

Introduced: 2/12/2021

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Resolution

Public hearing (continued from February 9, 2021) to consider an appeal by Leonard McIntosh from the September 30, 2020 Planning Commission decision approving an amendment to a Combined Development Permit to allow construction of a 22,137 square foot, two-story, 15-unit residential apartment building, on vacant Lot 5 of the Laguna Seca Office Park (LSOP) and approving a General Development Plan for Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 [Condominium Units 103 & 104] and 19 [Condominium Unit 002]] of the LSOP to allow residential and/or commercial uses on any single lot, such that the cumulative total of residential square footage across all lots covered by the General Development Plan does not exceed the cumulative total commercial square footage across the LSOP.

Proposed CEQA Action: Consider an Addendum together with the Final Environmental Impact Report for the Laguna Seca Office Park in accordance with CEQA Guidelines Section 15164. [PLN170765 -Leonard H. McIntosh Family Trust, 24491 Citation Court, Monterey, Greater Monterey Peninsula Area Plan. (APNs: 173-121-002, 173-121-003, 173-121-004, 173-121-005 (Lot 5), 173-121-023, & 173-121-026, 173-121-009, 173-121-011, 173-121-015, 173-121-016, 173-123-001, 173-123-003, 173-123-006, & 173-124-001)]

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution (**Attachment C**) to:

- a) Deny the appeal by Leonard McIntosh from the September 30, 2020 Planning Commission decision approving an amendment to a Combined Development Permit to allow construction of a 22,137 square foot, two-story, 15-unit residential apartment building, on vacant Lot 5 of the Laguna Seca Office Park (LSOP) and approving a General Development Plan for Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 [Condominium Units 103 & 104] and 19 [Condominium Unit 002]] of the LSOP;
- b) Certify the Board considered an Addendum together with the LSOP Final Environmental Impact Report (FEIR) in accordance with CEQA Guidelines Section 15164;
- c) Approve a General Development Plan (GDP) covering certain lots [Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 (Condominium Units 103 & 104) and 19 (Condominium Unit 002)] that allows residential and/or commercial uses on any single lot, such that the cumulative total of residential square footage across all lots covered by this GDP, does not exceed the cumulative total commercial square footage across all LSOP lots; and
- d) Approve an amendment to a Combined Development Permit (PLN020332, PC Resolution No. 12-035) to allow construction of a 22,137 square foot two-story 15-unit residential apartment building on Lot 5 of the LSOP, instead of a 20,306 square foot two-story professional office building, subject to the project satisfying the 4.9 (35%) requirement for total Affordable Units with Density Bonus

accommodation as follows: 1) One (1) Very Low-Income; 2) Two (2) Moderate-Income; 3) One (1) Workforce II Income; and Waiver of 0.9 fractional unit in-lieu fee as a financial concession per Government Code Section 65915(d)(2)(A).

The attached draft Resolution includes findings and evidence for consideration (**Attachment C**). Staff recommends adoption of the resolution to deny the appeal and approve of the project subject to twenty-five (25) conditions of approval. If the Board desires to choose a different option, staff recommends the Board adopt a motion of intent and continue the hearing to a date certain for staff to return with a revised resolution.

PROJECT INFORMATION:

Agent: Anthony Lombardo, Anthony Lombardo & Associates

Property Owner: Leonard H. McIntosh Family Trust (LAGUNA SECA OFFICE PARK - LOT 5) and owners of Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 [Units 103 & 104] and 19 [Unit 002]] of the Laguna Seca Office Park.

Zoning: Visitor Serving/Professional Office with Building Site, Urban Reserve, Design Control, and Site Plan Review Overlays [VO-B-6-UR-D-S]

Flagged and Staked: Yes

SUMMARY:

The hearing on the appeal was noticed for February 9, 2021. On February 9, 2021, at the County's request with appellant's concurrence, the Board of Supervisors continued the hearing to February 23, 2021.

The proposed General Development Plan (GDP) would allow those Laguna Seca Office Park (LSOP) lots that are covered by the GDP to be developed with residential-only use (e.g., an apartment building), provided the cumulative total square footage of residential use on the lots under the GDP does not exceed the cumulative total of commercial square footage across lots subject to the GDP (currently 152,978 square feet). A GDP is required to comply with zoning within the LSOP which designates the area for visitor serving and office uses. Within this zoning district, residential development is allowed, provided it does not exceed the commercial development. This GDP would shift focus from individual lots to the larger LSOP by crediting commercial development across multiple privately-owned Lots for the purposes of calculating allowable residential development. The Planning Commission supported this concept to provide multi-family housing opportunities in the unincorporated area of the County. Staff supports the approach as a means of providing housing; however, the GDP applies to only portions of the LSOP (with some lots and units excluded), because not all lot owners agreed to be subject to the GDP, which make it less desirable from a staff perspective (not comprehensive).

If the GDP concept is approved, the applicant seeks to develop Lot 5 with a 15-unit residential apartment building; however, the applicant has appealed the Planning Commission decision because the applicant contests the affordable housing requirement. The Planning Commission applied the 35% requirement of the Development Evaluation System, which would equal 4.9 affordable/workforce units; however, by providing a financial incentive under Density Bonus law, the Commission required only four (28.57%) total Affordable Units with Density Bonus accommodation and waived the in-lieu

fee for the 0.9 fractional unit. The appellant requests an inclusionary housing alternative of providing 2.8 (20%) total affordable units consisting of 1 Low-Income and 1 Moderate-Income unit and waiver of 0.8 fractional unit fee, or paying an in-lieu fee and building no on-site affordable units, based on the contention that applicant need provide only 20% affordable housing under County's inclusionary housing ordinance (Chapter 18.40 of the Monterey County Code).

Affordable Housing Options:

The main issue in the appeal is the amount of affordable housing required and method and timing of compliance. If the applicant provides at least one unit affordable to a very low income household, state law requires the County to provide a financial concession/incentive, which would allow the County to deviate from the percentage requirements of the General Plan but have the benefit of provision of a very low income unit. Affordable housing options include:

1. Four units: 1 Very Low, 2 Moderate, and 1 Workforce II (150-180% of median income), and waiver of in lieu-fee equivalent to 0.9 fractional unit (equivalent to 28.6% on-site affordable units plus incentive) (Planning Commission decision);
2. Three units: 1 Very Low and 2 Moderate and waiver of an in-lieu fee equivalent to 1.9 units (equivalent to 21% on-site affordable units plus incentive).
3. Two units: 1 Very Low and 1 Moderate and waiver of in-lieu fee equivalent to 2.9 units (equivalent to 14% on-site affordable units plus incentive).
4. Two units: 1 Low and 1 Moderate and payment of in-lieu fee equivalent to .8 fractional unit or payment of in-lieu fee equivalent to 2.8 units (2.8 is equivalent to 20% of 14 units). (Applicant request). Because the proposal does not include a very low unit, it does not qualify for eligibility for a financial concession/incentive.

Conditions of Approval:

Since the proposed GDP addresses development rights on several lots in the LSOP, County staff recommended, and the Planning Commission required, written permission for the GDP from any property owner subject to it. The applicant obtained written permission from several of the owners of lots within the LSOP. Consequently, the GDP applies to Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 [Units 103 & 104] and 19 [Unit 002] of the LSOP. Portions of Lots represent condominium office units where individual owners of space within a Lot have agreed to the GDP while others have not. The appellant objects to a condition of approval (previously Condition No. 19 of PC resolution) requiring the GDP to be recorded on title on those lots. Notice of development restrictions must be recorded on title to provide notice to future owners of potential development restrictions. Instead of requiring recordation of the GDP itself, the appellant has proposed and staff has concurred that the record notice could also be accomplished through recordation of the Permit Approval Notice which shall refer to and contain legal descriptions of all the lots subject to the GDP. Staff has revised the proposed conditions of approval on this point. Thus, staff believes this issue of the appeal is resolved.

Affordable Housing Requirements

This project is subject to the Development Evaluation System (DES) because it is located outside of areas designated for growth in the *2010 General Plan* (i.e. not within Community Areas, Rural Centers, and Affordable Housing Overlay districts). Pending formal adoption of procedures to implement the DES, the County has been implementing the DES through application of the specific

criteria in the 2010 General Plan Policy LU-1.19. Accordingly, a qualitative analysis has been completed for this project based on those criteria. As it relates to this appeal, the DES policy states: “Residential development shall incorporate the following minimum requirements for developments [....] outside of a Community Area or Rural Center:

- 1) 35% affordable/Workforce housing (25% inclusionary; 10% Workforce) for projects of five or more units to be considered. [...].”

The Planning Commission considered both the proposed LSOP GDP and Lot 5 apartment building using criteria set forth in Policy LU-1.19 to ascertain development fitness considering site-specific infrastructure and resource constraints. Although the project is not specifically within a targeted growth area, the Planning Commission, based on staff recommendation, found that the proposal shows development fitness at this location and would be consistent with the 2010 General Plan upon adherence to the minimum requirement of 35% affordable/Workforce housing provision for residential developments, as set forth in the DES criteria. Ultimately, the Planning Commission approved this project, contingent upon the provision of the 35% affordable housing requirement applied by provision of 4 units and waiver of an in-lieu fee for the .9 fractional unit, as described above.

During review of this application, consideration has been given to other land use factors including but not limited to location of the project within an airport approach zone, congestion on roads in the vicinity, and limitations on water availability associated with the adjudicated Seaside groundwater basin. Additional details about these considerations are provided in the Addendum (**Attachment F**) and detailed discussion included as **Attachment A**.

Planning Commission Decision

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Appeal by Leonard McIntosh of September 30, 2020 Planning Commission Decision

Leonard McIntosh, represented by Anthony Lombardo & Associates, timely filed an appeal of the Planning Commission decision on the project (**Attachment E**). In general, the appeal contends that the 35% affordable housing obligation renders the project financially infeasible and that the applicant should be allowed the option to pay in-lieu fees at the time of building permit approval. Additionally, the appeal contends that:

- The project is not subject to the DES;

- There is substantial inconsistency in County inclusionary housing regulations and policies,
- A 35% inclusionary obligation is contrary to statewide housing policies,
- The DES 35% requirement creates internal inconsistency with the County's certified Housing Element, and
- The requirement for each property-owner affected by the GDP to record the GDP (previously Condition No. 19) is redundant of Condition No. 2 that requires the one subject project applicant to record a Permit Approval Notice that includes all affected properties.

These contentions are briefly addressed below and are discussed in further detail within the resolution (**Attachment C**).

Staff disagrees with the appeal contentions, except for the applicant's concern that Planning Commission Condition No. 19 was redundant. Staff believes this contention is resolved by modification of Condition No. 2 to require the Notice of Permit Approval include the APN and legal description of each lot affected by the GDP, and deletion of Condition No.19. Remaining contentions are discussed and responded to in detail in the draft resolution (**Attachment C**) and Discussion (**Attachment A**). In summary of staff's response:

- Identification of the method of compliance with an inclusionary housing agreement at the time of the first discretionary approval is required. At the September 30, 2020 hearing, the applicant volunteered to build affordable units. The Planning Commission required a condition of approval to memorialize what was being approved, pursuant to Chapter 18.40.100.B of Monterey County Code. The Inclusionary Housing Ordinance does not allow deferral of decision on the method of compliance, unless the Board makes specific findings, supported by substantial evidence, that unusual or unforeseen circumstances justify deferring the decision on applicant's method of compliance with affordable housing requirements.
- The project is subject to Policy LU-1.19 of the *2010 General Plan*. General Plan policies apply to development applications with or without implementing regulations. The DES applies because the project is not located in a Community Area, Rural Center, or Affordable Housing Overlay district and includes development of more than 5 units;
- Affordable housing requirements will result in lower profit margins for the developer and longer time to recover costs of initial investments. Staff, the Housing Advisory Committee (HAC), and the Planning Commission (PC) all considered the *pro forma* data submitted by the applicant before making the decision/recommendation. The *pro forma* data itself shows a profit after 5 years. In addition, as recommended by the HAC and approved by the PC, the decision provides a financial incentive equating to a reduction in fees of approximately \$250,000 to reduce financial constraints for provision of affordable housing. On this issue, if the Board determines a greater level of financial incentive is necessary to make the project feasible, the Board could consider an alternative that increases the financial incentive provided to the developer (for example, options 2 or 3 outlined above);
- Inclusionary Housing regulations in Chapter 18.40 of the Monterey County Code should be updated to reflect the General Plan which, in the non-coastal zone, have requirements for 25% or 35% (depending on location), and over the last several years, Housing staff have begun a comprehensive review of the County's affordable housing policies. In the absence of an update to Chapter 18.40, General Plan policies govern because the General Plan

predominates in the hierarchy of law;

- State Housing and Community Development did not state that the 35% requirement is contrary to law. The Housing Element is presumed legally valid once it has been certified by state HCD. State HCD requested that the County analyze the 35% housing policy (LU-1.19) in the constraints' analysis, either by amending the current Housing Element or by analyzing it in the next Housing Element cycle, which is coming up soon. Housing law does require considerations of regulatory constraints to providing housing in the Housing Element. Housing law also promotes the creation and protection of housing affordable to all income levels which staff's recommendation would accomplish.
- The 35% does not create an internal inconsistency with the Housing Element in this case. The appellant has reached out the State office of Housing and Community Development (CA HCD) for an opinion on this matter. CA HCD staff have responded to confirm that the 35% requirement in the DES policy is not specifically discussed in the Housing Element (although it was part of the *2010 General Plan* policies already adopted when CA HCD certified the County's last Housing Element). CA HCD staff suggest adding a discussion of DES to the Housing Element. They did not opine on the application of policies specific to this project. In addition, the decision by the Planning Commission incorporates incentives that effectively reduce the financial obligation to make the project more feasible.

Staff has prepared a draft resolution (**Attachment C**) to deny the appeal, certify consideration of the Addendum along with the LSOP FEIR, approve the General Development Plan (PLN170765), and amend the Combined Development Permit (PLN020332, PC Resolution No. 12-035), essentially affirming the Planning Commission decisions. Alternatively, if the Board chooses to grant the appeal or chooses a different option for compliance with the County's affordable housing regulations, staff recommends that the Board continue the hearing to a date certain and adopt a motion of intent with direction to staff to prepare a new resolution with modified findings and evidence for Board consideration at the subsequent hearing.

DISCUSSION - A detailed discussion of the proposed project has been included in **Attachment A**.

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An Addendum (**Attachment F**) to the previously certified FEIR for the LSOP was prepared pursuant to Code of Regulations, Title 14, Section 15164 because some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR have occurred. The proposed GDP concentrating residential use, and calculating permissible residential and commercial use cumulatively across the lots subject to the GDP, is a change in the project from what was analyzed in the LSOP EIR. However, this change will not introduce significant new impacts and in fact, reduces the severity of impacts to water use and traffic from what was previously analyzed.

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County Counsel
HCD-Public Works

HCD-Environmental Services
Monterey County Regional Fire District
HCD - Housing & Community Development

FINANCING:

Funding for staff time associated with this appeal is included in the FY 20-21 Adopted Budget for HCD-Planning. The appellant paid the appeal fee of \$3,540.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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

Check the related Board of Supervisors Strategic Initiatives:

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

Prepared by: Jaime Scott Guthrie, AICP, Associate Planner, ext. 6414

Reviewed by: Craig Spencer, HCD-Planning Services Manager

Approved by: Melanie Beretti, Housing and Special Programs Services Manager MB

The following attachments on file with the Clerk of the Board:

Attachment A Discussion

Attachment B Maps

B1 - Vicinity

B2 - Context

B3 - LSOP

Attachment C Draft Resolution including:

- General Development Plan
- Conditions of Approval
- Plan Set
- Colors + Materials

Attachment D Planning Commission Resolutions

D1 - No. 20-032

D2 - No. 12-035

Attachment E Notice of Appeal dated October 26, 2020

Attachment F Addendum to LSOP FEIR

Attachment G LSOP FEIR

Attachment H Housing Advisory Committee Minutes of August 26, 2020

Attachment J Technical Reports

J1 - Geotechnical

J2 - Drainage Report Update

J3 - Trip Generation Study
J4 - Forest Management Plan
J5 - Traffic Study Update

Attachment K Correspondence

K1 - from Shannan West, CA HCD to Monterey County HCD
K2 - from Kelly McCarthy Sutherland, Anthony Lombardo and Assoc.
K3 - from Monterey County HCD to CA HCD
K4 - from CA HCD to Monterey County HCD

cc: Front Counter Copy; Public Works, Facilities and Parks; Environmental Health Bureau;
HCD-Environmental Services; Craig Spencer, HCD-Planning Services Manager; Jaime Scott Guthrie,
Project Planner; Leonard H. McIntosh, Property Owner and Appellant; Anthony Lombardo,
Attorney for Applicant and Appellant; Mark Blum, interested party; Bob Dvorak, interested party;
Joan Nelson, interested party; Harvey Pantzis, interested party; Pam Pantzis, interested party; Carol
Planchon, interested party; Edward Rockower, interested party; Henry Ruhnke, Architect and
interested party; Peggy Tharpe interested party; Michael Weaver, interested party; The Open
Monterey Project (Molly Erickson); LandWatch (Director); Project File PLN170765

Attachment A

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EXHIBIT A DISCUSSION

THE GENERAL DEVELOPMENT PLAN (GDP)

The McIntosh application involves an application for residential development on lots that were created as part of the Laguna Seca Office Park (LSOP) subdivision in 1983. The LSOP contains 19 lots that are all northeast of the intersection of York Road and Highway 68. The subdivision was approved prior to the requirement for a General Development Plan (GDP). Therefore, no GDP exists for the entire LSOP subdivision. As lots have been developed in the LSOP, GDPs have been considered on each lot.

The application involves a GDP that extinguishes the residential potential on certain developed lots within the LSOP and allowing that residential potential to be built on undeveloped lots. Without the GDP, the zoning restricts residential development to not exceed commercial development on each lot. Rather than requiring a mix of commercial and residential on each lot, the GDP would credit existing commercial development in the park and allow residential uses to be concentrated. Because of the implications of the GDP on private property, this GDP applies only to those lots where the property owners have provided written permission. Those property owners who did not respond to the request or responded that they do not want residential potential precluded from their lot have been excluded from the GDP. the GDP reflects the ability of Lots 1, 8, 13, 14, 17, 18, & portions of 10 and 19 to pursue adding residential square footage to the existing commercial square footage (Owners of these lots have not given written agreement for a transfer of residential potential), while owners of Lots 2-7, 9, 11, 12, 15, 16, & portions of 10 and 19 have provided written authorization to transfer residential development potential as outlined in the GDP. Agreement with the GDP signifies a parcel owner gives over potential residential development square footage on said parcel to the LSOP pool of residential square footage that would be allowed throughout the LSOP.

The GDP includes a spreadsheet that shows existing commercial square footage in the LSOP, proposed square footage of residential development, and the amount of square footage agreed to by LSOP parcel owners to contribute to the LSOP pool of residential square footage (**Exhibit E1**).

The Environmental Impact Report (EIR) certified for the subdivision contained a buildout assumption of 260,000 square feet of commercial space within the LSOP. Approximately 153,000 square feet of commercial office space has been permitted within the LSOP to date. Factoring in the 260,000 square foot buildout assumption and the zoning regulations that limit the residential square footage to not exceed the total commercial square footage this GDP is limited to no more than 107,000 square feet of residential development throughout the LSOP. The proposed GDP reflects this limit. Thus far, the applicant has secured written permission from property owners within the office park for 94,859 square feet of residential potential. If the amendment to the permit on Lot 5 is approved, 22,137 square feet will be deducted from the 94,859 square feet for a remaining 72,722 square feet of residential development potential. This 72,722 square feet may be still be increased by 12,163 square feet to stay within the 107,022 square feet threshold of residential development throughout the LSOP, subject to obtaining written permission from property owners.

This proposal also preserves the potential for a mix of commercial and residential uses on lots

EXHIBIT A DISCUSSION

without current written permission to extinguish and transfer residential development opportunities, to do so in the future.

ZONING AND LAND USE

The LSOP is located between Ryan Ranch Industrial Park and Laguna Seca Ranch Estates 1 and 2 subdivisions, north of State Route 68 (SR 68). The site is zoned “VO/B-6-D-S-UR” [Visitor Serving/Professional and Office Serving in the Urban Reserve Zoning District with overlays for Building Site, Design Control, and Site Plan Review]. Residential use is allowed within this zone provided the gross square footage of the residential use does not exceed the gross square footage of the commercial use, and subject to review and approval of a Use Permit (Section 21.22.060 of Title 21). A General Development Plan (GDP) is required for development in the VO zone when the site is in excess of one acre, includes more than one use, or includes any form of subdivision (Section 21.22.030 of Title 21).

The LSOP was approved in 1983 to create 19 parcels. At that time a GDP was not required, so development of each parcel in the LSOP has been required to submit a GDP as part of each project application for lots which are in excess of one acre. Approval of this GDP for the entire LSOP would eliminate the future need for a GDP on each parcel. However, underlying permitting requirements for development would remain, such as Design Approval and Administrative Permits for development in the “D” and “S” districts.

None of the currently developed Lots 1 & 8-19 in the LSOP include residential use, although the VO zoning district would permit residential use on each individual lot subject to a Use Permit in each case and provided the square footage of the residential use does not exceed the square footage of the commercial use.

The LSOP Covenants, Conditions, and Restrictions (CC&Rs) currently limit the development potential of Lots 1 & 8-19 to professional, executive or administrative offices; however, the County does not enforce CC&Rs. A letter dated December 20, 2019 from the County of Monterey RMA-Planning was sent on December 23, 2019 to all owners of parcels within the LSOP. Responses received are included as (Lot 16, Archer) and (Lots 13 & 14, Jesson). Archer’s response is that the proposed GDP confirms and conforms to the existing use restrictions in the CC&Rs that were both expressly approved by the owners of LSOP properties and that run with the land, consequently, binding the owners of the Lots. Jesson’s response is that an owner of an LSOP lot should not lose the future ability to change to residential use so that neighboring LSOP property owners may have residential use. Jesson does not object to apartments on the neighboring property.

The County does have the ability to enforce GDPs which it approves. Therefore, if approved, the GDP would be enforceable by the County. The GDP is consistent with the existing constraint on LSOP properties that runs with the land.

The LSOP shares the easternmost boundary with Ryan Ranch within the City of Monterey and is zoned Urban Reserve (“UR”) which identifies areas that are reserved for annexation and are to be developed in a phased manner as part of an incorporated city (i.e. City of Monterey). The

EXHIBIT A DISCUSSION

development was referred to the City of Monterey for comment. City staff expressed concern about tree removal and replacement with respect to the proposed amendment/development on Lot 5. With assurance that trees would be replaced at a 1:1 ratio, City staff had no further comments or concerns.

GENERAL PLAN LAND USE POLICY LU-1.19

General Plan Policy LU-1.19 calls for the establishment of a Development Evaluation System (DES) for areas of unincorporated County outside of Community Areas, Rural Centers, and Affordable Housing Overlay Districts. The DES is intended to provide a method for quantitative evaluation of development proposed in areas of the County outside the targeted areas for development. Pending adoption of a program implementing the DES, the County has been implementing the DES through application of the criteria in LU-1.19. Accordingly, a qualitative analysis has been completed for this project based on the Policy LU-1.19 criteria.

The DES criteria specified in Policy LU-1.19 are:

- a. Site Suitability
- b. Infrastructure
- c. Resource Management
- d. Proximity to a City, Community Area, or Rural Center
- e. Mix/Balance of uses including Affordable Housing consistent with the County Affordable/Workforce Housing Incentive Program adopted pursuant to the Monterey County Housing Element
- f. Environmental Impacts and Potential Mitigation
- g. Proximity to multiple modes of transportation
- h. Jobs-Housing balance within the community and between the community and surrounding areas

Residential development shall incorporate the following minimum requirements for developments in Rural Centers prior to the preparation of an Infrastructure and Financing Study, or outside of a Community Area or Rural Center:

- 1) 35% affordable/Workforce housing (25% inclusionary; 10% Workforce) for projects of five or more units to be considered.
- 2) If the project is designed with at least 15% farmworker inclusionary housing, the minimum requirement may be reduced to 30% total.

As governed by the *2010 General Plan*, development proposals of five or more lots or units outside of the priority development areas in unincorporated County areas are subject to analysis using the DES. Staff analyzed both the proposed LSOP GDP and Lot 5 apartment building using criteria set forth in the Development Evaluation System (DES) of the *2010 General Plan* Policy LU-1.19.

EXHIBIT A DISCUSSION

INCLUSIONARY AND WORKFORCE HOUSING OBLIGATION FROM THE DES

Currently there are three different levels of affordable housing contained in Monterey County Code. Two different policies in the 2010 General Plan (Policy LU-1.19 and Policy LU-2.13) and one in the Inclusionary Housing Ordinance (Chapter 18.40 of the Monterey County Code). In Policy LU-2.13, the General Plan requires the consistent application of an affordable housing ordinance that requires 25% of new housing units to be affordable at specified levels. Policy LU-1.19 (the Development Evaluation System Policy) increases the required affordable housing mix for projects located outside of priority growth areas in the County to 35%. The Inclusionary Housing Ordinance establishes a 20% affordable housing requirement.

Staff's interpretation of these three regulations is that 35% is required in this case. First, the General Plan is the guiding document for development in the Inland areas of Monterey County. County Code, such as Chapter 18.40, implements the General Plan as it relates to development. In the hierarchy of law, the General Plan predominates for the implementing regulations. Therefore, General Plan policies are applicable to the project with use of the Inclusionary Housing Ordinance as the implementation tool, in this case. The Inclusionary Housing Ordinance was adopted under the *1982 General Plan* and has not yet been updated to reflect the policies of the *2010 General Plan*. An update to the Inclusionary Housing Ordinance has been on the County's long-range work list in recognition of the need to update the code to be consistent with the General Plan.

The *2010 General Plan* contains a policy that requires consistent application of a 25% affordability requirement County-wide (inland). In more specific cases, and given the way the *2010 General Plan* is structured, inclusionary housing at a 35% level (25% combination of Very low-, Low-, and Moderate-income levels + 10% Workforce) is required. This project meets the criteria for this specific policy. The proposal for the 15 unit apartment building is not located within a Community Area, Rural Center, or Affordable Housing Overlay district, and it would include construction of more than 5 units.

AIRPORT LAND USE COMMISSION

On February 25, 2019, while staff was still working with the applicant on this project, the Airport Land Use Commission (ALUC) adopted an Airport Land Use Compatibility Plan (ALUCP) for the Monterey Regional Airport. The new plan replaced the 1987 Compatibility Land Use Plan (CLUP) for the airport that was previously in effect. The 2019 ALUCP shows most of LSOP as located within a potentially hazardous approach zone (Safety Zone 4) for the Monterey Regional Airport. To minimize aviation related hazards, the new plan limits residential development density to a maximum of 1 dwelling unit per 2 acres creating a potential inconsistency with the proposed 15 unit apartment complex. The 1987 CLUP does not include Safety Zone 4, indicating a finding of consistency could be made for the proposed project if analyzed using the 1987 CLUP.

During review, this project was referred to the ALUC for a consistency determination. The ALUC ultimately voted in a 6(ayes) – 0(noes) to not make a consistency determination of the proposed project with either the 1987 CLUP or the 2019 ALUCP. The reason for the vote was

EXHIBIT A DISCUSSION

that it was not clear based on the policies within the ALUCP regarding which plan applied to this project. Therefore, no consistency determination has been made for the project. Pursuant to PUC Section 21676(d) and 2019 ALUCP Policy 4.1.11.2, the decision by ALUC not to make a determination of consistency on the project indicates the project is deemed consistent with the 2019 ALUCP by operation of law.

SAFETY AND LAND USE

The 2019 ALUCP seeks to ensure that people and facilities are not concentrated in areas susceptible to high risk of aircraft accidents per the 2011 Handbook (Chapter 1, pg. 1-1, 2019 ALUCP), and allows a maximum 150 persons per acre for non-residential uses in Zone 4 (Chapter 4, Table 4b, pg. 4-28, 2019 ALUCP). Of the nineteen LSOP parcels, Lots 1 and 19 are outside Zone 4. Although a potential hazard exists due to the project location within the airport approach zone, this 15 unit apartment complex would place roughly the same number of people in the zone as would the previously approved office building. With the *de facto* deeming of the project consistent with the ALUCP by the ALUC, there is no legal limitation on the project from an airport compatibility perspective. In analyzing this project, staff has balanced the safety concerns with the underlying land uses and development rights and patterns. Staff opinion is that the proposal does not change the intensity of land use developed or previously approved at the site. It also does not change the severity of the hazard from what has historically existed.

Zone 4 is the Outer Approach/Departure Zone with an accident risk level considered moderate, encompassing approximately five percent of general aviation aircraft accidents. There are seven total safety zones appointed in the 2019 ALUCP. Five of the safety zones account for a total of 47 percent of general aviation aircraft accidents. LSOP location in Zone 4 of the 2019 ALUCP is fully disclosed and the applicant shall be required to record a deed restriction that encumbers each of the affected lots. The deed restriction shall include a disclosure clause requiring the property owner fully state in each rental agreement, the circumstances of airport proximity, potential hazards, and restrictions for residents within Zone 4 (Condition No. 17).

CONCERNS FROM THE PUBLIC

Concerns expressed by the Public include ability of local streets to accommodate egress during an emergency evacuation, the availability of water from the Seaside Basin, the capacity of the Pasadera Wastewater Treatment and Recycling Facility (Facility), fear of potential litigation regarding drainage issues, and the determination of traffic impacts.

Seaside Basin Groundwater

The adjudication of the Seaside Basin includes a Physical Solution (Superior Court of the State of California in and for the County of Monterey Case No. M664343, 27 March 2006). Further clarification is provided in the court ruling on May 11, 2009 that the Physical Solution governs the environmental aspects of Seaside Basin Groundwater usage, and attempts by any agency or organization to impose obligations on the use of Basin water rights must be viewed with concern for the integrity of the Physical Solution. The Physical Solution includes the potential for *de minimis* use of up to 5 acre feet of water per year (AFY) per lot. The proposal would remain within the *de minimis* water use per lot threshold.

EXHIBIT A DISCUSSION

The “Application of California-American Water Company (U210W) for an Order Authorizing and Imposing a Moratorium on Water Service Connections in the Laguna Seca Subarea of its Monterey County District” that was filed on 2 July 2019 and provided by Mark Blum in his 13 August 2019 correspondence has not been approved by the California Public Utilities Commission (CPUC). Therefore, a moratorium is not in effect at this time. Information about the application and who to contact for following the CPUC proceedings is on the website <https://amwater.com/caaw/customer-service-billing/billing-payment-info/water-rates/monterey-district>

Emergency Egress on Local Streets

Staff relayed public concerns regarding the ability of local streets to accommodate egress during an emergency evacuation to Monterey County Regional Fire District (MCRFD) Deputy Marshall Dorothy Priolo who addresses these concerns in a letter dated January 29, 2020. MCRFD is confident that Citation Court, Blue Larkspur Lane, York Road, etc. will provide sufficient means of egress for evacuating vehicles. The County of Monterey Office of Emergency Services (OES) Emergency Operation Plan (EOP) provides emergency response that conforms to the requirements of the State of California Standardized Emergency Management System (SEMS), incorporates the Incident Command System (ICS), and is consistent with the Department of Homeland Security’s National Incident Management System (NIMS). For the complete EOP document, visit <https://www.co.monterey.ca.us/Home/ShowDocument?id=72548>

Pasadera Wastewater Treatment and Recycling Facility

Concerns were raised by the public as to the capacity of Pasadera Wastewater Treatment and Recycling Facility (Facility). California-American Water Company (Cal-Am) received its waste discharge and recycled water producer requirements (WDR Order No. 98-58) from the Central Coast Region California Regional Water Quality Control Board (Water Board) on 23 October 1998 to operate the Facility. The order prohibits daily flow, averaged over each month, to not exceed 106,000 gallons of effluent. Facility effluent volumes for 2012 averaged a daily flow of approximately 43,000 gallons (*Seaside Groundwater Basin Salt & Nutrient Management Plan* prepared June 2014 for the Monterey Peninsula Water Management District). In regard to operations of the Facility, the Water Board is responsible for inspections, enforcements, documentation of violation, and assignment of corrective action which are available to the public through the California Integrated Water Quality System (CIWQS) online. The most recent inspection logged into CIWQS was on 25 June 2019 the last violation receiving corrective action on 31 December 2018, and the last enforcement action on 18 February 2005.

Potential Litigation Regarding Drainage Issues

A concern was raised related to past incidents involving drainage from York Hills property owners that led to a lawsuit from a business owner in the LSOP after heavy rains caused a mudslide onto LSOP properties. In an effort to be good neighbors and to avoid incurring the potential legal costs of a law suit, York Hills property owners opted to perform the cleanup. Monterey County Code Chapter 16.14 Urban Stormwater Quality Management and Discharge Control Ordinance is implemented by the requirement of an engineered plan prepared by a drainage management expert and approved by the County prior to approval of building permits.

EXHIBIT A DISCUSSION

This ordinance is applicable to all development in unincorporated County.

Lot 5 has a Drainage Report Update (LIB180117) that recommends onsite stormwater detention implemented as underground storage using two fiberglass tanks to provide a total 30,000 gallons of storage, and a 1,000-gallon sediment tank with an oil interceptor compartment for stormwater quality control. The site would be suitable for onsite detention of stormwater with implementation of stormwater control, as recommended in the Drainage Report Update. The project is conditioned to provide certification from the licensed practitioner of report recommendations incorporated appropriately into the approved stormwater control plan.

Determination of Traffic Impacts

Attorney Mark Blum, representing the York Hills Homeowners Association, asserts the traffic reports do not include enough metrics to come to a conclusion about traffic impacts and that staff is obligated to require more information from the applicant rather than putting the burden on the public to submit information to support a finding that impacts will be more substantial than identified in the previously certified FEIR. During the August 14, 2019 hearing, the Planning Commission directed staff to provide additional information regarding traffic impacts on local streets. The applicant submitted the Traffic Study Update (LIB200010) prepared by Higgins in response to the request for additional information regarding traffic impacts on local streets. The Trip Generation Study (LIB190165) prepared by Higgins shows evidence that fewer overall traffic trips would be generated by the residential use proposal on Lots 2-7 than by commercial use on the same lots that was contemplated in the certified FEIR. Further, the Update showed evidence of the same outcome with traffic distribution on the local streets. Staff concludes the evidence does not show that additional information must be requested from the applicant to support a finding that impacts will be more substantial than identified in the previously certified FEIR.

CEQA

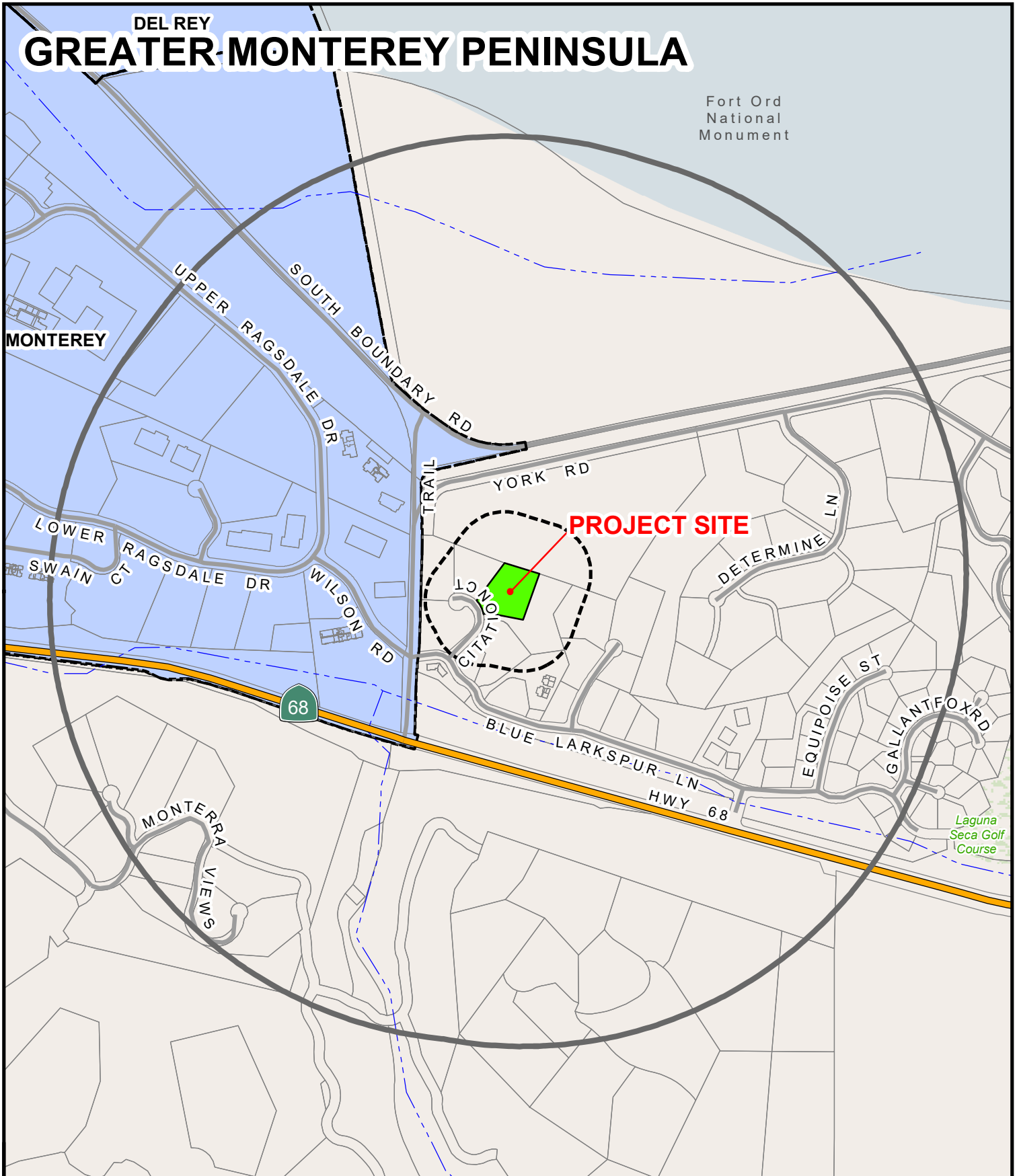
An Addendum to the certified Laguna Seca Office Park FEIR (File No. 80-109, Resolution No. PC-3734) has been prepared for this project. The Addendum describes changes in circumstances and conditions that had occurred subsequent to approval of the office park (1983) including groundwater and traffic. Site-specific information for Lot 5 was analyzed for potential environmental impacts and a 2012 IS/Addendum demonstrated that major revisions to the LSOP FEIR were not required due to these changes in circumstances. The apartment building proposal for Lot 5 presents no changes in circumstances that were not contemplated in the 2012 IS/Addendum for the professional office building. This 2019 Addendum contemplates potential project-specific impacts on the environment due to the change in use from commercial to residential and shows that the General Development Plan for the LSOP, residential development on specified lots, and a 15-unit apartment building on Lot 5, as proposed, would have less than significant impact on traffic and groundwater supplies. Therefore, there are no new significant impacts due to implementation or operation of the proposed project.

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Attachment B

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DEL REY GREATER MONTEREY PENINSULA

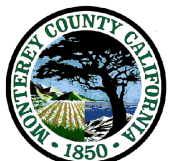
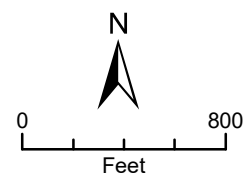


APPLICANT: MCINTOSH LEONARD H TR (LAGUNA SECA OFFICE PARK LOT 5)

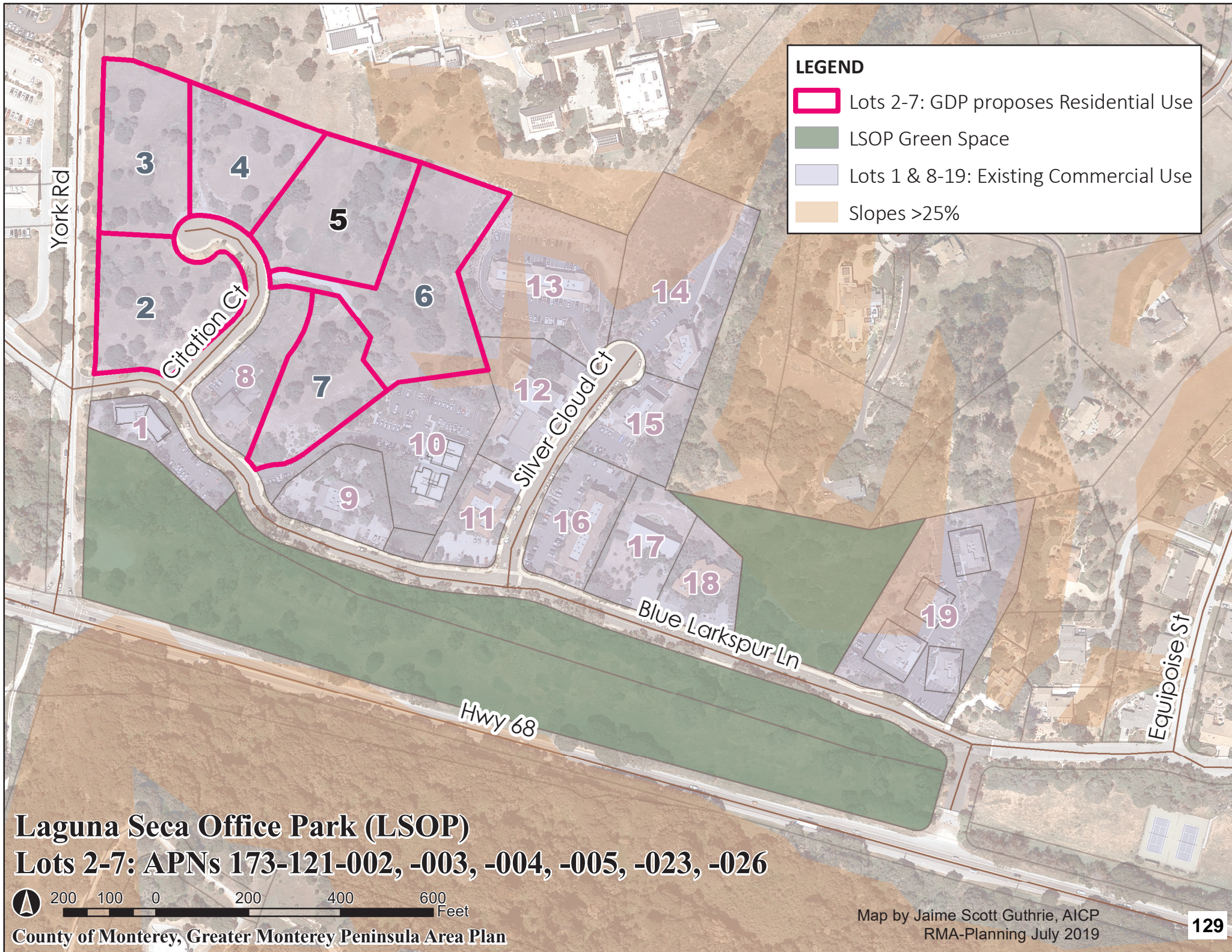
APN: 173-121-005-000

FILE # PLN170765

 Project Site  2500' Limit  300' Limit







LEGEND

- Lots 2-7: GDP proposes Residential Use
- LSOP Green Space
- Lots 1 & 8-19: Existing Commercial Use
- Slopes >25%

Laguna Seca Office Park (LSOP)
Lots 2-7: APNs 173-121-002, -003, -004, -005, -023, -026



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Attachment C

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**ATTACHMENT C
DRAFT RESOLUTION**

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

RESOLUTION NO.

Resolution by the Monterey County Board of Supervisors to:

- 1) Deny the appeal by Leonard McIntosh from the September 30, 2020 Planning Commission decision approving an amendment to a Combined Development Permit to allow construction of a 22,137 square foot, two-story, 15-unit residential apartment building, on vacant Lot 5 of the Laguna Seca Office Park (LSOP) and approving a General Development Plan for Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 [Condominium Units 103 & 104] and 19 [Condominium Unit 002]] of the LSOP;
- 2) Certify the Board considered an Addendum together with the LSOP Final Environmental Impact Report (FEIR) in accordance with CEQA Guidelines Section 15164;
- 3) Approve a General Development Plan (GDP) covering certain lots of the LSOP [Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 (Condominium Units 103 & 104) and 19 (Condominium Unit 002)] that allows residential and/or commercial uses on any single lot, such that the cumulative total of residential square footage across all lots covered by this GDP, does not exceed the cumulative total commercial square footage across all LSOP lots; and
- 4) Approve an Amendment to a Combined Development Permit (PLN020332, PC Resolution No. 12-035) that includes a Use Permit and Design Approval to allow construction of a 22,137 square foot two-story 15-unit residential apartment building on Lot 5 of the LSOP, instead of a 20,306 square foot two-story professional office building, subject to the project satisfying the 4.9 (35%) requirement for total Affordable Units with Density Bonus accommodation as follows: 1) One (1) Very Low-Income; 2) Two (2) Moderate-Income; 3) One (1) Workforce II Income; and Waiver of 0.9 fractional unit in-lieu fee as a financial concession per Government Code Section 65915(d)(2)(A).

[PLN170765/Amendment of Combined Development Permit for Leonard H. McIntosh Family Trust (LAGUNA SECA OFFICE PARK - LOT 5) (APN 173-121-005/24491 Citation (Lot 5), and General Development Plan for APNs: 173-121-002, 173-121-003, 173-121-004, 173-121-005 (Lot 5), 173-121-023, & 173-121-026, 173-121-009, 173-121-011, 173-121-015, 173-121-016, 173-123-001, 173-123-003, 173-123-006, & 173-124-001), Greater Monterey Peninsula Area Plan]

The appeal by applicant Leonard McIntosh from the Planning Commission's consideration of the Addendum to the Laguna Seca Office Park FEIR, and approval of the Laguna Seca Office Park General Development Plan and Amendment to Combined Development Permit (PLN020332, PC Resolution No. 12-035) to allow construction of a 15-unit apartment building, came on for public hearing before the Monterey County Board of Supervisors on February 23, 2021, as continued from February 9, 2021. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Monterey County Board of Supervisors hereby finds and decides as follows:

FINDINGS

1. **FINDING:** **CONSISTENCY** – The project, as conditioned, is consistent with the applicable plans and policies which designate this area as appropriate for development.
- EVIDENCE:**
 - a) The project includes a General Development Plan (GDP) and an amendment to a previously approved Combined Development Permit (McIntosh/PLN020332) to allow development of a 15-unit residential apartment building (approx. 22,000 sf), instead of a previously approved commercial office building, on vacant Lot 5 of the Laguna Seca Office Park (LSOP). LSOP lots whose owners agreed to and are covered under the GDP, would be allowed residential and/or commercial uses on any single lot, such that the cumulative total of residential square footage across all lots covered by this GDP, does not exceed the cumulative total commercial square footage across the entire LSOP. Accordingly, the General Development Permit approved herein is applicable to Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 and 19 of the LSOP (APNs: 173-121-002, 173-121-003, 173-121-004, 173-121-005 (Lot 5), 173-121-023, & 173-121-026, 173-121-009, 173-121-011, 173-121-015, 173-121-016, 173-123-001, 173-123-003, 173-123-006, & 173-124-001).
 - b) During the course of review of this application, the project has been reviewed for consistency with the text, policies, and regulations in the:
 - 2010 General Plan;
 - Greater Monterey Peninsula Area Plan;
 - Monterey County Zoning Ordinance (Title 21).
No conflicts were found to exist.
 - c) Nineteen properties are located at Laguna Seca Office Park (LSOP), and the 1.924-acre Lot 5 is located at 24491 Citation Court, Monterey, Greater Monterey Peninsula Area Plan, zoned "VO-B-6-UR-D-S" (Visitor Serving/Professional Office with Building Site, Urban Reserve, Design Control, and Site Plan Review Overlays). Residential use is allowed within the VO zone provided the gross square footage of the residential use does not exceed the gross square footage of the commercial use, and subject to review and approval of a Use Permit (Section 21.22.060 of Title 21). A General Development Plan (GDP) is required if there is no prior approved GDP in the VO zone and a qualifying factor is applicable (Section 21.22.030 of Title 21). The LSOP was approved in 1983 prior to this

requirement. Therefore, a GDP for the LSOP does not exist and development of each parcel in the LSOP has been required to propose a GDP as part of each project application. Compliance with Section 21.22.060 of Title 21 is as follows:

- Lots 9, 11, 15, & 16, and portions of Lots 10 (Units 103 & 104) and 19 (Unit 002) are currently developed with a total of 61,578 square feet of commercial space. Lots 2 through 7 are undeveloped vacant lots. None of the currently developed Lots include residential use. Therefore, the LSOP GDP approved by this action cumulates total potential residential use across Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 and 19, which are those properties for which owners have agreed to this GDP.
 - The GDP proposes residential buildout of 82,849 square feet which is the same amount of square footage of existing commercial development covered by the GDP. Therefore, the residential gross square footage would not exceed the gross square footage of commercial development in the LSOP nor would it exceed 260,000 square feet total of combined residential/non-residential development as contemplated in the LSOP FEIR.
 - Lots 1 and 8-19 are developed entirely with commercial/office use (152,978 square feet total) and no residential use. Thus far, the GDP reflects written permission from some property owners within the office park for 82,849 square feet of residential potential. If the amendment to the permit on Lot 5 is approved, 22,137 square feet will be deducted from the 82,849 square feet for a remaining 60,712 square feet of residential development potential on the lots covered by the GDP. This 60,712 square feet may be still be increased by 47,310 square feet to stay within the 107,022 square feet threshold of residential development throughout the LSOP, subject to both obtaining written permission from additional property owners and County approval of an Amendment to the GDP.
- d) An Environmental Impact Report (EIR) was prepared and certified for the Laguna Seca Office Park. The LSOP EIR contained a buildout assumption of 260,000 square feet of commercial space. As such, the General Development Plan is limited to a total square footage (commercial or residential) of 260,000 square feet. The amount of residential square footage allowed is also not permitted to exceed the total commercial square footage existing and proposed over Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 (Condominium Units 103 & 104) and 19 (Condominium Unit 002), currently 103,155 square feet. Given these parameters, there shall be no more 103,155 square feet of residential development over Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 and 19. The proposed GDP reflects this limit. Further, the GDP reflects the ability of Lots 1, 8, 12, 13, 14, 17, 18, and portions of 10 & 19 to pursue adding residential square footage to the existing commercial square footage (Owners of these lots have not given written agreement for a transfer

of residential potential and are not subject to the GDP), while owners of Lots 2-7, 9, 11, 15, 16, and portions of 10 & 19 have provided written authorization to transfer residential development potential as outlined in the GDP. Agreement with the GDP signifies a parcel owner gives over potential residential development square footage on said parcel to the pool of residential square footage that would be allowed over Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 & 19. The attached General Development Plan respects the will of each property owner in the office park with respect to the potential for future residential use and allows for additional transfer of residential potential, subject to both obtaining written permission from additional property owners and County approval of an Amendment to the GDP.

- e) In the 2012 approval of the Combined Development Permit (CDP) by the Planning Commission (PC Resolution No. 12-035, Attachment D2 of the staff report), the entitlement includes issuance of a Use Permit for the removal of 43 oaks from Lot 5. At the time of issuance, seven trees less than 6 inches in diameter, and 36 protected trees 6 inches or more in diameter would be removed. This revision to the previously approved development proposes removal of the same number of trees (43). Condition No. 5 requires that prior to grading or construction permits, the adopted 2011 Forest Management Plan (FMP) prepared by Roy Webster (LIB110397, Attachment J4 of the staff report) be updated to identify the precise 43 trees to be removed. The findings and analysis contained in Resolution Number 12-035 with respect to tree removal are hereby incorporated by reference in this resolution and will not change as a result of the proposed amendment. The project is subject to further discretionary review if the updated FMP identifies more than 36 protected trees for removal.
- f) The LSOP is subject to the Design Control Zoning District ("D" overlay), which regulates the location, size, configuration, materials, and colors of structures and fences to assure the protection of neighborhood character (Section 21.44 of Title 21). The Lot 5 apartment building proposal includes colors and materials that are compatible with both the natural and built surroundings. Landscaping includes Coast live oaks, large non-invasive screening shrubs, and native vegetation in aesthetic sympathy with the rural setting. Location and configuration of the proposed building is the same as those previously approved on the site, and bulk and mass proposed for the apartment building (two stories, 22,137 square feet) are marginally different than those previously approved (PC Resolution No. 12-035) for the professional office building (two stories, 20,306 square feet). This Amendment issues a Design Approval that supersedes that contained in Combined Development Permit (PLN020332, PC Resolution No. 12-035).
- g) The following entitlements are retained in the previously issued CDP (PLN020332, PC Resolution No. 12-035): Use Permit to allow removal of 43 Coast live oak trees and Administrative Permit to allow development in the Site Plan ("S") zoning district.
- h) Conditions of approval for this Amendment supersede conditions of

approval for the previously issued CDP (PLN020332, PC Resolution No. 12-035) with application of Condition Nos. 6 and 21-25, incorporated herein, as carried over from the previous approval.

- i) 2010 General Plan Policy LU-1.19 provides for a Development Evaluation System (DES) for developments of five or more lots or units in non-coastal areas of unincorporated County outside of Community Areas, Rural Centers, and Affordable Housing Overlay Districts. This project would result in 15 new units outside of those designated growth areas. Therefore, this project is subject to DES analysis. Pending adoption of a program implementing the DES, the County has been implementing the DES through application of the criteria in LU-1.19. Accordingly, a qualitative analysis has been completed for this project based on the Policy LU-1.19 criteria, and the project is consistent with Policy LU-1.19, as explained below in Finding 5.
- j) The project is required to comply with inclusionary housing requirements. The DES (Policy LU-1.19) requires a minimum 35 percent of the units in the development be restricted to specified affordability levels (25% inclusionary and 10% Workforce). Given that the applicant seeks an alternative housing affordability rate and program, staff referred the matter to the Housing Advisory Committee (HAC). On August 26, 2020, the HAC reviewed the project for a recommendation to the Planning Commission. After weighing the applicant's *pro forma* calculations and the options for housing affordability provision, the HAC voted unanimously to recommend the applicant provide onsite units affordable to the following households:
 - (1) Very Low-Income,
 - (2) Moderate Income, and
 - (1) Workforce IISee Finding 6.
- k) On September 30, 2020, the Planning Commission adopted a resolution to consider the Addendum along with the LSOP Final Environmental Impact Report (FEIR), approve the General Development Plan to allow residential and/or commercial uses on specified lots, and approve an amendment to the previously approved Combined Development Permit to allow a 15-unit residential apartment building instead of a commercial office structure on Lot 5 of the LSOP, with an effective 28.57% (4.9 inclusionary units) affordability requirement (4 units onsite and waive the 0.9 fractional unit). Condition No. 2 requires the applicant/owner record the Permit Approval Notice to include the APNs and legal descriptions of each affected lot.
- l) Leonard McIntosh, applicant, represented by attorney Anthony Lombardo, timely filed an appeal to the Board of Supervisors from the September 30, 2020 decision of the Planning Commission. Monterey County Code requires appeals be brought to hearing before the Board of Supervisors within 60 days of filing (by December 24, 2020), unless both applicant and appellant agree to waive that deadline. In this case, the appellant is also the applicant, and agreed on November 2, 2020, to waive the 60-day deadline and

agreed to hearing date of February 2, 2021. Thereafter, due to a noticing issue, the applicant agreed to the hearing date of February 9, 2021. The project is subject to a *de novo* hearing.

- m) Staff brought the duly noticed hearing before the Board of Supervisors on February 9, 2021. At least 10 days prior to the public hearing before the Board of Supervisors, notices were published in the *Monterey County Weekly* and were posted on and near the property and mailed to the property owners within 300 feet of the subject property as well as interested parties.
- n) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in Project File PLN170765; documents associated with the Board of Supervisors' hearing on the appeal on file with the Clerk of the Board.

2. **FINDING:** **SITE SUITABILITY** – The site is physically suitable for the use proposed.

EVIDENCE: a) The project was reviewed for site suitability by the following departments and agencies: HCD-Planning, HCD-Environmental Services, Monterey County Regional Fire District (RFD), Public Works, Facilities, and Parks (PWFP), Environmental Health Bureau (EHB), Monterey County Sheriff's Office, and City of Monterey. There has been no indication from these departments/agencies the site is not suitable for the proposed development. Conditions recommended have been incorporated.

- b) The following technical reports were prepared:
 - Trip Generation Study (LIB190165) dated 12 February 2018 prepared by Keith B. Higgins, P.E., T.E., Gilroy, California.
 - Geotechnical and Infiltration Investigation (LIB180115) dated 23 February 2018 prepared by Belinda A. Taluban, P.E. and Michelle Garcia, C.E.G., Salinas, California.
 - Drainage Report Update (LIB180117) dated 2 February 2018 prepared by Bestor Engineers, Inc., Monterey, California.
 - Traffic Study Update (LIB200010) dated 25 September 2019 prepared by Keith B. Higgins, P.E., T.E., Gilroy, California.

Upon independent review, staff concurs with conclusions of the reports. There are no physical or environmental constraints that would indicate the site is not suitable for the use proposed.

- c) The Geotechnical and Infiltration Investigation (LIB180115) concludes the soil conditions would be suitable and stable with implementation of report recommendations for recompaction of loose soil, and drainage and erosion control measures, especially the use of energy dissipaters. The project is conditioned to provide certification from the licensed geotechnical practitioner of report recommendations incorporated appropriately into the approved grading and stormwater control plans (Condition No. 9). As conditioned, the site would be geotechnically suitable for the proposed development.
- d) The site is located within an airport approach area (Zone 4) for the Monterey Regional Airport under the 2019 Airport Land Use Compatibility Plan for the Monterey Regional Airport (ALUCP).

The Airport Land Use Commission (ALUC) voted not to make a recommendation on this project because of ambiguity as to whether the project application was subject to the 2019 ALUCP or the 1987 Comprehensive Land Use Plan (CLUP). The density of the project would not be allowable under the 2019 ALUCP, but because reasonable minds could differ as to whether the 2019 ALUCP applied, the ALUC did not reach a decision and the project was deemed consistent with the applicable Airport Land Use Compatibility Plan by operation of law. (ALUC Resolution No. 19-008, 30 May 2019). Monterey Regional Airport is approximately 1.5 miles from the LSOP. Notwithstanding the final vote by the ALUC to not make a consistency determination of the proposed project with either the 1987 CLUP or the 2019 ALUCP, the Zone 4 incorporation of the LSOP is fully disclosed and Condition No. 17 requires recordation of a deed restriction that all rental agreements state clearly the circumstances of airport proximity and potential hazards for residents within Zone 4.

- e) The proposed General Development Plan and Combined Development Permit Amendment to the permit on Lot 5 would create multi-family housing opportunities proximate to a major employment center.
- f) Staff conducted a site inspection on 4 April 2018 to verify the site is suitable for this use.
- g) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in Project File PLN170765.

3. **FINDING:** **HEALTH AND SAFETY** - The establishment, maintenance, or operation of the project applied for will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

- EVIDENCE:**
- a) The project was reviewed by the HCD-Planning, Monterey County Regional Fire District (RFD), HCD-Environmental Services, Public Works, Facilities, and Parks (PWFP), Environmental Health Bureau (EHB), Monterey County Sheriff's Office, and City of Monterey. The respective agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.
 - b) Necessary public facilities are available. The project will be served water by California American Water through the Bishop Unit water system and sewage disposal will be provided by the Pasadera wastewater system. Development proposals on any LSOP lot, including Lot 5, are subject to provision of a Can and Will Serve letter from both the domestic water provider and the sewer service provider, prior to issuance of building permits. See Finding 5 for more detail.

- c) The Sherriff's Office provided a request for safety considerations regarding signage, alarms, lighting, landscaping, parking, and security, applied to the project as Condition No. 19.
- d) The application, plans and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in Project File PLN170765.

4. **FINDING:** **NO VIOLATION** – The subject property is in compliance with all rules and regulations pertaining to zoning uses and any other applicable provisions of the County's zoning ordinance. No violations exist on the property.
- a) No violations have been found to exist on the subject property. Staff made a site visit on 4 April 2018 and observed no violations at the property.
 - b) The application, plans and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in Project File PLN170765.

5. **FINDING:** **CONSISTENCY – DEVELOPMENT EVALUATION SYSTEM (DES):** The project is outside the targeted districts for growth which are Community Areas, Rural Centers, or Affordable Housing Overlay Districts. *2010 General Plan* Policy LU-1.19 calls for project proposals outside these targeted districts be analyzed by the Development Evaluation System (DES) to ascertain strengths and shortcomings in light of implementing policies and regulations, resources and infrastructure constraints. The project is consistent with the DES based on application of the DES criteria set forth in Policy LU-1.19.

- EVIDENCE:**
- a) Site Suitability – The project site is suitable for the use proposed. See Finding 2.
 - b) Infrastructure – The project is located in an area of the County that has established roads and services that have been implemented in anticipation of complete LSOP buildout. Infrastructure exists to support commercial use of 260,000 square feet, including street improvements, traffic signals and signage, power lines, domestic water systems, and wastewater treatment. Existing commercial buildout has reached 152,978 square feet. The project plans were provided to the MCRFD and Sherriff's Office, neither of which indicated project implementation or operations would impact services provision. Each property owner is responsible for providing professionally designed onsite stormwater management infrastructure within construction plans and to be implemented as part of development on the property. Water is available for the development and the change from previously foreseeable commercial development to residential and/or commercial use will not result in a greater demand for water since multi-family residential uses have been demonstrated to require less water per square foot than commercial uses. Traffic trip generation for the residential use would also be less than for commercial use. The Pasadera Wastewater Treatment and Recycling Facility (Facility), serving the LSOP, is operated by California-American Water

Company (Cal-Am) which received its WDR Order No. 98-58 from the state Water Board to operate the Facility on 23 October 1998. The order prohibits daily flow, averaged over each month, to not exceed 106,000 gallons of effluent. Facility effluent volumes for 2012 averaged a daily flow of approximately 43,000 gallons (*Seaside Groundwater Basin Salt & Nutrient Management Plan* prepared June 2014 for the Monterey Peninsula Water Management District). Therefore, implementation of either the GDP or the apartment building on Lot 5 would not likely generate an amount of wastewater to maximize treatment capacity of the Facility, intensify domestic water use, or cause accelerated roadway deterioration.

- c) Resource Management – Water usage for the residential/commercial development within the LSOP, as proposed in the LSOP GDP, is estimated to be less than water usage for all commercial development, as contemplated in the LSOP FEIR. Water for the development is provided by California American Water Company (Cal-Am) Bishop Unit which would provide the parcel with water from the Seaside Groundwater Basin, adjudicated as of March 27, 2006. Under the terms of the adjudication (Superior Court of the State of California in and for the County of Monterey Case No. M664343), rights to the adjudicated water source will come from connection to Bishop Unit. The adjudication describes *de minimis* production by any person or entity less than five (5) AFY is not likely to significantly contribute to material injury to or any interest related to the Seaside Groundwater Basin. The estimated water use for the Lot 5 apartments is 1.952 AFY. As it relates to the proposed General Development Plan, the total square footage of residential or commercial development in the Office Park may not exceed 107,022 square feet total (due to the 260,000 square feet buildout in the office park EIR), subject to approval of discretionary entitlements and availability of water supply for each development proposal. The CEQA addendum prepared for this project indicates that incorporation of residential use rather than commercial use for some or all of the remaining development potential would result in a water demand that is the same or less than continued commercial development. Development of each will be required to remain within the 5 acre feet per lot *de minimis* allotment in the adjudication and could be subject to future review and permitting if circumstances change.
- d) Proximity to a City, Community Area, or Rural Center – The LSOP is zoned with an Urban Reserve Overlay indicating future annexation to the incorporated City of Monterey. The westernmost boundary of the LSOP is defined by the City boundary containing Ryan Ranch. Urban services are proliferated throughout Ryan Ranch and the LSOP for seamless absorption of the LSOP within the City boundary. Additionally, the Laguna Seca Office Park and the adjacent Ryan Ranch Office Park represent a source of jobs. The proposal would add multifamily housing in proximity to the City of Monterey and to job opportunities.
- e) Mix/Balance of uses including Affordable Housing consistent with the County Affordable/Workforce Housing Incentive Program

adopted pursuant to the Monterey County Housing Element – The 2015-2023 Housing Element, adopted by the Board of Supervisors January 26, 2016 [certified by the state Housing and Community Development (HCD) 10 May 2016] showed that, in unincorporated County (as of 2012), approximately 63 percent of housing units were built prior to 1979, rental vacancy rates tended to be lower than the optimal five to six percent needed to balance housing demand and supply, and approximately five percent of renters live in overcrowded conditions. A certain number of vacant units are needed to moderate the cost of housing, allow sufficient choice for residents, and provide incentive for unit upkeep and repair. Housing choice in the area is primarily single family homes and some condominiums throughout the developments of Laguna Seca Ranch Estates 1, York School, and Laguna Seca Ranch Estates 2 for the noncommercial uses at Ryan Ranch, LSOP, and Stone Creek Plaza. Employees with jobs in and near this commercial hub do not have multi-family rental type options nearby. Implementation and operation of the project could contribute to availability of rental housing options with updated features, materials, and utilities, and increase the rental unit inventory. Policy LU-1.19 of the 2010 *General Plan* (the Development Evaluation System), requires 35% affordable housing with a mix of affordability levels (25% inclusionary and 10% Workforce). Condition No. 18 has been added to require the applicant enter into an affordable housing agreement with Monterey County pursuant to Policy LU-1.19. The Housing Advisory Committee (HAC) reviewed the project on August 26, 2020, for a recommendation on housing affordability provision within the proposed Lot 5 apartments. County Housing Office staff provided a Summary of Options to Satisfy Affordable Housing Obligations that was discussed by the HAC. The HAC voted unanimously to recommend the applicant comply with the 35% requirement, which equals 4.9 units, with the distribution of affordable units at the following levels: (1) Very Low-Income, (2) Moderate Income, and (1) Workforce II; and payment of 0.9 unit in-lieu fees. By providing at least one Very Low-Income unit, the applicant is entitled to a financial concession under state Density Bonus Law (Government Code section 65915(d)). Accordingly, whereas the fractional remaining 0.9 unit requirement (out of the 4.9 unit requirement) could be satisfied with payment of an in-lieu fee as provided in County's Inclusionary Housing Ordinance (chapter 18.40 of the MCC), the Planning Commission approved the project waiving that in-lieu fee as a financial concession/incentive for the provision of a unit affordable to a very-low income household. This incentive results in an effective 28.57% affordable contribution from the project. Because the Workforce II category (150%-180% AMI) units can be priced at nearly market rate, and an affordable unit is defined as one affordable to households of very low-, low-, or moderate-income, three (3) units could be identified technically as "inclusionary," which brings *de facto* compliance with the 35% affordability requirement to an actual 21% (3 out of 14 units), near equal to the County's Inclusionary Housing Ordinance requirement

of 20%. As another option for the Board of Supervisors, which is outlined in staff's letter to HCD, the Board could provide a further financial concession, waiving an in-lieu fee equivalent to 1.9 units. This approach would also be near equal to the County's Inclusionary Housing Ordinance requirement of 20%, with provision of three (3) units affordable to 1 Very Low-income household and 2 Moderate-income households for an actual 21% (3 out of 14 units).

- f) Environmental Impacts and Mitigation Measures – See Finding 7.
- g) Proximity to multiple modes of transportation – The LSOP is along the north side of State Route 68, a two-lane highway that connects the Salinas Valley with the Monterey Peninsula and is designated as a State Scenic Highway. A traffic light at the SR 68 and York Road intersection regulates vehicular movement for ingress/egress to and from York Road. York Road provides access to Blue Larkspur Lane to the east where paved entrance roads to the LSOP and the Laguna Seca Ranch Estates are located, and access to Wilson Road to the west where Ryan Ranch is located. A Monterey-Salinas Transit bus stop is located at the southeastern corner of York Road and Blue Larkspur Lane. Additional bus stops for access to the LSOP are located at the northern side of SR 68 at the intersection with York Road, on both sides of SR 68 easterly of the Oakvale Professional Center and westerly of Laguna Seca Ranch Estates subdivision. Buses are equipped with bicycle racks to improve upon the “last mile” issue of commuting on public transit. The Monterey Regional Airport is approximately 1.5 miles from the LSOP and provides domestic commuter and destination flights.
- h) Jobs-Housing Balance Within the Community and Between the Community and Surrounding Areas – Implementation of the GDP would make it possible for developers to provide multi-family residential opportunity in the commercially zoned LSOP. The proposed apartment building on Lot 5 would provide multi-family housing choice close to existing jobs. Commute times could be reduced for those employed in either Salinas or on the Peninsula and who do not live in a nearby single-family dwelling along SR 68.

6. **FINDING:**

AFFORDABLE HOUSING PROVISION: The apartment building proposal complies with County regulations, as applied in conjunction with state Density Bonus law, to provide affordable housing.

EVIDENCE: a) 2010 General Plan Policy LU-1.19 is subject to the DES, which sets a standard of 35% affordable/Workforce housing. The project complies by provision of three units of inclusionary housing, one unit of workforce housing, and waiver of the 0.9 fractional in-lieu fee.

- b) Chapter 18.40 of the Monterey County Code – Inclusionary Housing Pursuant to Section 18.40.060 of the Monterey County Code, residential development of five or more units or lots shall provide affordable units onsite or offsite, and may pay in-lieu fees to fulfill a fractional unit obligation. Aside from fulfilling a fractional unit obligation, a developer may qualify for payment of in-lieu fees if it can be demonstrated that specific characteristics of the development

site, such as lack of access to services, zoning which requires large lot development, or potentially high site maintenance costs, make the site unsuitable for households at the required income levels (Section 18.40.090.A.4). Therefore, the applicant elected to construct affordable units. The Inclusionary Housing Ordinance requires that 20% of the units be affordable, with 6% for very low, 6% for low and 8% for moderate income households, unless the Board of Supervisors makes specific findings justifying deviation from the requirement. (MCC Sections 18.40.050, 18.40.070, and 18.40.110.)

- c) Section 18.40.050.A of the Inclusionary Housing ordinance authorizes credit of one unit for residential development in the calculation of the 20% requirement. Therefore, ratios of affordable unit provision are calculated on one less unit than the number of units proposed. In this case, the proposed 15 units is reduced by one for the purposes of calculating the inclusionary obligation.
- d) Government Code Section 65915(d)(2)(A) accords a concession or incentive to the housing developer with provision of an inclusionary unit affordable to a Very Low-income household. Therefore, the fractional 0.9 unit obligation is waived. Application of the County's affordable housing requirement of 35%, in conjunction with the waiver of the in-lieu fee, is feasible. With the waiver of the 0.9 unit in-lieu fee as a financial concession, the percentage contribution to affordable housing is reduced from 35% to 28.57%. Crediting one unit, the 35% requirement would equal 4.9 units (35% of 14). *In lieu* of a density bonus, waiving the 0.9 fractional unit fee is proposed as a financial incentive per Government Code Section 65915(d)(2)(A). This brings the effective affordable housing contribution to 28.57%, not 35%.
- e) Housing Advisory Committee (HAC) consideration of housing affordability scenarios and the applicant's *pro forma* calculations were the basis for HAC recommendation to the Planning Commission for the applicant to provide 4.9 (35%) total Affordable Units with Density Bonus accommodation for 15 residential units with a financial concession. The *pro forma* calculations submitted by the applicant do not conclusively demonstrate that the provision of affordable housing at the recommended levels is infeasible.

As noted above in Finding 5, the Board could provide a further financial concession, waiving in-lieu fees equivalent to 1.9 units to support feasibility of the 35% affordable housing requirement. With waiver of 1.9 units in-lieu fees, the percentage contribution is an effective 21%, not 35%.

- f) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development is found in Project File PLN170765.

7. FINDING:

CEQA – ADDENDUM: An Addendum to a previously certified FEIR for the Laguna Seca Office Park (File No. 80-109, Resolution No. PC-3734) was prepared pursuant to Section 15164 of the CEQA Guidelines. The Board of Supervisors has considered the Addendum

together with the Laguna Seca FEIR. The Board finds, on the basis of substantial evidence, that some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR have occurred.

- EVIDENCE:**
- a) An FEIR for the Laguna Seca Office Park (LSOP EIR) was prepared and certified by the Board of Supervisors on February 22, 1983 (File No. 80-109, Board Resolution PC-3734). Mitigations applied within the certified FEIR were implemented at the time of the subdivision including infrastructure improvements, road improvements, and open space easements. An Addendum to the LSOP FEIR was considered by the Planning Commission on August 29, 2012 in association with a prior proposal and issuance of a Combined Development Permit for development of Lot 5 of the LSOP (Planning Commission Resolution No. 12-035).
 - b) The 2012 Initial Study (IS) prepared for a commercial building proposal on Lot 5 tiered from analysis of the previously certified FEIR and was circulated in accordance with Section 15152 of the CEQA Guidelines. Analysis in the IS showed that, despite changes in circumstances that have occurred since 1984, implementation and operation of the office building on Lot 5 would cause no significant effects on the environment that had not been examined in the FEIR, would not increase the severity of previously examined significant effects, and did not identify mitigation measures or alternatives that were either newly feasible or considerably different from those analyzed in the FEIR. The Tiered IS was considered as an Addendum with the project proposal for a professional office building on Lot 5 (Planning Commission Resolution No. 12-035).
 - c) In accordance with Section 15164 of the CEQA Guidelines, preparation of a subsequent EIR or negative declaration is not required if some changes or additions to the project are necessary, but none of the conditions described in Section 15162 have occurred that would require major revisions to the prior FEIR.
 - d) The proposed GDP concentrating residential use in the LSOP is a change in the project. However, this change in the project will not introduce significant new impacts or substantially increase the severity of impacts from what was previously analyzed in the LSOP FEIR (as amended to in the addendum prepared for the previously approved office building). As described in Evidence b) above, changes in circumstances overtime did not result in in new or more severe impacts. The change in the project from commercial office space to a 15 unit residential apartment building has also been found to be consistent with the level of impacts considered in the previously certified EIR. Commercial buildout within the LSOP has reached 152,978 square feet, and together with the GDP proposal of 107,022 square feet of residential use, total development in the LSOP would not exceed 260,000 square feet contemplated in the LSOP EIR. Evidence has been submitted as Attachments J3 and J5 to the staff report, indicating that the residential project is less intensive from a traffic perspective which results is less severe impacts from what was originally analyzed in the LSOP FEIR. Other potentially affected environmental resources have similarly been

shown to be the same or less severe than previously analyzed as shown in the Addendum to the LSOP FEIR prepared for this project which also references the addendum prepared for the previously approved office building on Lot 5.

- f) New information of substantial importance that was not known at the time the LSOP FEIR was certified includes adjudication of the Seaside Basin. The adjudication of the Seaside Basin includes a Physical Solution (Superior Court of the State of California in and for the County of Monterey Case No. M664343, 27 March 2006). Further clarification is provided in the court ruling on May 11, 2009 that the Physical Solution governs the environmental aspects of Seaside Basin Groundwater usage, and attempts by any agency or organization to impose obligations on the use of Basin water rights must be viewed with concern for the integrity of the Physical Solution. The Physical Solution includes the potential for *de minimis* use of up to 5 acre feet of water per year per lot. The proposal would remain within the *de minimis* water use per lot threshold, thereby resulting in no new or more severe impacts. Therefore, no further environmental review is required.
- g) The custodian of documents and materials which constitute the record of proceedings upon which the decision is based is the County of Monterey Housing and Community Development (HCD), 1441 Schilling Place South, 2nd floor, Salinas, California.
- h) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in Project File PLN170765.

8. **FINDING:** **APPEAL AND APPELLANT CONTENTIONS** – The appellant, Leonard McIntosh, requests the Board of Supervisors grant the appeal to: 1) Revise Condition No. 18 – Inclusionary Housing to require 20% inclusionary contribution with a financial incentive consisting of waiving the in-lieu fee for 0.8 units, or allow the option to decide whether to provide affordable units or pay in-lieu fees until the time building permits are issued; and 2) Eliminate the requirement that each affected property-owner record Notice of the GDP (previously Condition No. 19).

The contentions are contained in the Notice of Appeal (Attachment E of the February 9, 2021 Board of Supervisors Staff Report) and summarized below followed by responses. The Board of Supervisors finds the facts and circumstances of this project do not support approval of the appeal as follows:

EVIDENCE: ***Contention #1 – Feasibility for 35% Inclusionary Housing Obligation.*** *The appellant contends that 2010 General Plan Policy LU-1.19 requirement to provide 35% inclusionary housing affordability is financially infeasible. The pro forma calculations provided by the applicant show 35% inclusionary level would not net a profit until years 5-10. The Pinnacle Bank corroborates these calculations to opine that the institution would not be able to finance*

the project with over 20% inclusionary housing, and that even at the 20% level, the project would require higher than typical cash injection from the developer to avoid negative cash flow in the early year(s).

Response to Contention #1:

The 35% inclusionary housing requirement is feasible with the application of financial incentives. See Finding 6 above.

Contention #2 – Option to Choose Payment of In-lieu Fees at Time of Building Permit Approval. *During the August 12, 2020 hearing, the Planning Commission requested the applicant return with a proposed intent for fulfilling the inclusionary housing obligation of providing affordable units or paying in-lieu fees. At the September 30, 2020 continued hearing, the applicant volunteered to build affordable units for which the Planning Commission required a condition of approval to memorialize what was being approved.*

Response to Contention #2:

Section 18.40.100.B of Monterey County Code mandates that the appropriate authority shall apply a condition of approval that identifies the method of compliance with Chapter 18.40 (the Inclusionary Housing Ordinance) at the time of the first discretionary approval of a project. Section 18.40.100.B provides,

“Conditions to carry out this Chapter shall be imposed on the first approval of a residential development. When granting the first approval, the appropriate authority shall determine and include as a condition of approval: (i) the method of compliance with this Chapter, including whether the residential development will comply with this Chapter through provision of on-site units or off-site units or payment of an in-lieu fee or combination thereof; (ii) if inclusionary units are to be provided, the number of units required and fractional amount of units for which an in-lieu fee may be paid; and (iii) such other matters as the appropriate authority deems proper.”

The County regulations do not allow the County to defer the method of compliance to the building permit issuance stage, unless the applicant demonstrates and the Board of Supervisors finds and makes written findings, based on substantial evidence in the record, that unusual or unforeseen circumstances require modification of the requirements of Chapter 18.40. (Section 18.40.050.B.) The applicant has not provided substantial evidence demonstrating that the decision on the method of compliance must be deferred to the building permit issuance phase. Further, at least one Very low-income unit must be provided onsite to qualify for financial incentives or concessions pursuant to Density Bonus and

Incentive laws.

Contention #3 – DES Applicability to Project. *The appellant contends the project is not subject to the DES.*

Response to Contention #3:

The DES applies to the project. See Finding 5 above.

Contention #4 – Inclusionary Housing Regulations and Policies. *The appellant contends there are significant inconsistencies between County regulations and policies for inclusionary housing.*

Response to Contention #4:

The County has policies that distinguish between three concepts within the housing landscape and in consideration of qualifying factors: Inclusionary (Chapter 18.40), Affordable Housing (Policy LU-2.13), and Development Evaluation System (Policy LU-1.19).

First, the Inclusionary Housing Ordinance (Chapter 18.40) provides a program, applicable Countywide (coastal and inland unincorporated areas), with parameters for developers to integrate new residential units affordable to lower income households. Second, the Affordable Housing Policy LU-2.13 provides a minimum expectation of new housing affordability to very low- (31-50% AMI), low- (51-80% AMI), moderate- (81-120% AMI), and workforce- (121-150% AMI) income households for development in any area subject to the *2010 General Plan* (inland unincorporated County). Finally, Policy LU-1.19 provides flexibility for a developer to provide 25% inclusionary housing affordable to any combination of very low-, low-, and moderate-income level households, plus 10% workforce-income households in the case a project is proposed outside of *2010 General Plan* priority development areas.

Although confusion may result between the policies, each policy is particular to specific circumstances and characteristics of a project that determine which policy must be applied. See above findings for application of the policies and state Density Bonus Law to this project.

Contention #5 – 35% Inclusionary Housing Obligation and Statewide Housing Policies. *The appellant contends that the 35% Inclusionary Housing obligation is an impediment to development of a housing project; and this is contrary to the mandates of state legislation SB 330 – Housing Crisis Act of 2019.*

Response to Contention #5:

Policy LU-1.19 applied to this project is in accordance with County practice and in direct compliance with SB330 which provides that a housing development project only be subject to those policies adopted and in effect when a preliminary application is submitted. Policy LU-1.19 has been in effect since adoption of the *2010*

General Plan on October 26, 2010, well before the first meeting about the subject application occurred on November 7, 2017.

Amendment to the *2010 General Plan* for removal of Policy LU-1.19 requires legislative action by the Board of Supervisors. As described above, with the application of the financial concession under state Density Bonus law, the effective affordability requirement applied to this project is 28.57%.

Contention #6 – 35% Inclusionary Housing Obligation and the Housing Element. *The appellant contends that the 35% Inclusionary Housing obligation in the general plan is internally inconsistent with the Housing Element which references 20% provision of affordable housing throughout the document.*

Response to Contention #6:

The 2015-2023 Housing Element was adopted on January 26, 2016 and certified by the state HCD, well after the 2010 General Plan was adopted. Based on the certification by HCD, there is a rebuttable presumption that the Housing Element is valid. HCD provided a letter dated December 22, 2020 questioning whether the 35% affordable housing requirement in the DES was analyzed as a housing constraint in the Housing Element. County staff has provided a response to HCD committing to working with HCD on analyzing the DES in the context of an amendment to the existing Housing Element or in the next Housing Element cycle. The County HCD letter clarifies that the County approach to application of the DES to the project is in conjunction with application of the Density Bonus Law. Incentives or concessions under the Density Bonus Law provide for *de facto* compliance with the 35% affordability requirement in this case. See Finding 5 above.

Contention #7 – Condition No. 19. *The appellant contends that Condition No. 19 is redundant of Condition No. 2 and asserts that a single recorded document should show up in subsequent title searches for each of the properties listed on the notice.*

Response to Contention #7:

Condition No. 2 requires the applicant, Mr. McIntosh, record a Notice of Permit Approval. Condition No. 19 requires each owner agreeing to be subject to the GDP, record the GDP.

A letter was provided by land use attorney Kelly McCarthy Sutherland in Mr. Lombardo's office. According to Ms. McCarthy Sutherland, a title company has as much chance of locating a document if the notice is recorded separately for each property as when one notice includes multiple properties. Concurrently, the letter makes clear that having both an assessor's parcel number (APN) and the legal description in the document make it more likely a title company will find the document and know to include it as an exception on title for each parcel. While the Notice of Permit

Approval lists the APNs of the affected properties, it does not include a legal description of each affected property.

Condition No. 2 is augmented to require the Notice of Permit Approval include the legal description of each of the affected properties, resulting in removal of the requirement that each property owner record the GDP (previously Condition No. 19) and bringing resolution to this contention.

9. **FINDING:** **APPEALABILITY** - The decision on this project is not appealable.
EVIDENCE: MCC Title 21 Section 21.80.070.I – The decision of the Appeal Authority shall be final.

DECISION

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors does hereby:

- a) Deny the appeal by Leonard McIntosh from the September 30, 2020 Planning Commission decision approving an amendment to a Combined Development Permit to allow construction of a 22,137 square foot, two-story, 15-unit residential apartment building, on vacant Lot 5 of the Laguna Seca Office Park (LSOP) and approving a General Development Plan for Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 [Condominium Units 103 & 104] and 19 [Condominium Unit 002] of the LSOP;
- b) Certify that the Board considered an Addendum together with the LSOP Final Environmental Impact Report (FEIR) in accordance with CEQA Guidelines Section 15164;
- c) Approve a General Development Plan (GDP) covering certain lots [Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 (Condominium Units 103 & 104) and 19 (Condominium Unit 002)] that allows residential and/or commercial uses on any single lot, such that the cumulative total of residential square footage across all lots covered by this GDP, does not exceed the cumulative total commercial square footage across all LSOP lots; and
- d) Approve an Amendment to a Combined Development Permit (PLN020332, PC Resolution No. 12-035) that includes a Use Permit and Design Approval to allow construction of a 22,137 square foot two-story 15-unit residential apartment building, instead of a 20,306 square foot two-story professional office building, on Lot 5 of the LSOP, subject to the project satisfying the 4.9 (35%) requirement for total Affordable Units with Density Bonus accommodation as follows: 1) One (1) Very Low-Income; 2) Two (2) Moderate-Income; 3) One (1) Workforce II Income; and Waiver of 0.9 fractional unit in-lieu fee as a financial concession per Government Code Section 65915(d)(2)(A),

in general conformance with the attached General Development Plan and Plan Set, and subject to the twenty-five (25) Conditions of Approval, all being attached hereto, and incorporated herein by reference.

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor _____, and carried this 23rd day of February 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 RMA Planning

DRAFT Conditions of Approval/Implementation Plan/Mitigation Monitoring and Reporting Plan

PLN170765

1. PD001 - SPECIFIC USES ONLY

Responsible Department: RMA-Planning

**Condition/Mitigation
Monitoring Measure:**

This General Development Plan allows the Laguna Seca Office Park (LSOP) lots for which the owner provides written agreement to the GDP [thus far, Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 (Condominium Units 103 & 104) and 19 (Condominium Unit 002)] to allow residential and/or commercial uses on any single lot covered by the GDP such that the cumulative total of residential square footage across the lots covered by this GDP, does not exceed commercial square footage throughout the LSOP; and Amendment to a previously approved Combined Development Permit (PLN020332) including a Use Permit and Design Approval to allow construction of a 22,137 square foot, 15-unit residential apartment building as modified from construction of a 20,306 square foot two-story professional office building and associated grading (approximately 3,850 cubic yards cut and 3,350 cubic yards fill), on Lot 5 of the LSOP. The previously approved Combined Development Permit (PLN020332) included a Use Permit to allow removal of 43 protected Coast live oak trees, an Administrative Permit to allow development in the Site Plan ("S") zoning district; and a Design Approval. This Amendment supersedes the previously approved CDP (PLN020332) except for the Use Permit to allow removal of 43 Coast live oak trees, the Administrative Permit to allow development in the Site Plan ("S") zoning district, and conditions of approval carried over from the previous permit incorporated herein as Condition Nos. 6 and 21-25. The properties are located at Laguna Seca Office Park (LSOP) and Lot 5 is located at 24491 Citation Court [Assessor's Parcel Numbers: 173-121-002, 173-121-003, 173-121-004, 173-121-005 (Lot 5), 173-121-023, & 173-121-026, 173-121-009, 173-121-011, 173-121-015, 173-121-016, 173-123-001, 173-123-003, 173-123-006, & 173-124-001], Monterey, Greater Monterey Peninsula Area Plan.

This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of HCD - Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (HCD - Planning)

**Compliance or
Monitoring
Action to be Performed:**

The Owner/Applicant shall adhere to conditions and uses specified in the permit on an on-going basis unless otherwise stated.

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: RMA-Planning

Condition/Mitigation The applicant shall record a Permit Approval Notice. This notice shall state:

Monitoring Measure:

"A General Development Plan and Amendment to previously approved permit PLN020332 (Resolution Number _____) were approved by the Board of Supervisors for Assessor's Parcel Numbers 173-121-002, 173-121-003, 173-121-004, 173-121-005 (Lot 5), 173-121-023, & 173-121-026, 173-121-009, 173-121-011, 173-121-015, 173-121-016, 173-123-001, 173-123-003, 173-123-006, & 173-124-001 on 23 February 2021. A legal description of each APN on this permit is included herein. The permit was granted, subject to 25 conditions of approval, which run with the land. A copy of the permit is on file with Monterey County HCD - Planning."

Proof of recordation of this notice shall be furnished to the Director of HCD - Planning prior to issuance of grading and building permits, Certificates of Compliance, or commencement of use, whichever occurs first and as applicable. (HCD - Planning)

**Compliance or
Monitoring
Action to be Performed:**

Prior to the issuance of grading and building permits, certificates of compliance, or commencement of use, whichever occurs first and as applicable, the Owner/Applicant shall provide proof of recordation of this notice to the RMA - Planning.

3. PD003(A) - CULTURAL RESOURCES NEGATIVE ARCHAEOLOGICAL REPORT

Responsible Department: RMA-Planning

**Condition/Mitigation
Monitoring Measure:**

If, during the course of construction, cultural, archaeological, historical or paleontological resources are uncovered at the site (surface or subsurface resources) work shall be halted immediately within 50 meters (165 feet) of the find until a qualified professional archaeologist can evaluate it. Monterey County HCD - Planning and a qualified archaeologist (i.e., an archaeologist registered with the Register of Professional Archaeologists) shall be immediately contacted by the responsible individual present on-site. When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for recovery. (HCD - Planning)

**Compliance or
Monitoring
Action to be Performed:**

The Owner/Applicant shall adhere to this condition on an on-going basis.

Prior to the issuance of grading or building permits and/or prior to the recordation of the final/parcel map, whichever occurs first, the Owner/Applicant shall include requirements of this condition as a note on all grading and building plans. The note shall state "Stop work within 50 meters (165 feet) of uncovered resource and contact Monterey County HCD - Planning and a qualified archaeologist immediately if cultural, archaeological, historical or paleontological resources are uncovered."

When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for the discovery.

4. PD011 - TREE AND ROOT PROTECTION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Trees which are located close to construction site(s) and those trees close to trees to be removed, shall be protected from inadvertent damage from construction equipment by fencing off the canopy driplines and/or critical root zones (whichever is greater) with protective materials, wrapping trunks with protective materials, avoiding fill of any type against the base of the trunks and avoiding an increase in soil depth at the feeding zone or drip-line of the retained trees. Said protection, approved by certified arborist, shall be demonstrated prior to issuance of building permits subject to the approval of HCD - Director of Planning. If there is any potential for damage, all work must stop in the area and a report, with mitigation measures, shall be submitted by certified arborist. Should any additional trees not included in this permit be harmed, during grading or construction activities, in such a way where removal is required, the owner/applicant shall obtain required permits. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of grading and/or building permits, the Owner/Applicant shall submit evidence of tree protection to HCD - Planning for review and approval.

During construction, the Owner/Applicant/Arborist shall submit on-going evidence that tree protection measures are in place through out grading and construction phases. If damage is possible, submit an interim report prepared by a certified arborist.

Prior to final inspection, the Owner/Applicant shall submit photos of the trees on the property to HCD-Planning after construction to document that tree protection has been successful or if follow-up remediation or additional permits are required.

5. PD011(A) - TREE REMOVAL

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Tree removal shall not occur until a construction permit has been issued in conformance with the appropriate stage or phase of development in this permit. Only those trees approved for removal shall be removed. Prior to tree removal, a nesting bird/raptor survey shall be executed in by a professional biologist on the County-approved consultant list. (HCD-Planning)

Compliance or Monitoring Action to be Performed: Applicant shall demonstrate that a construction permit has been issued prior to commencement of tree removal.

Prior to tree removal, applicant/owner shall submit to HCD-Planning the nesting bird/raptor survey.

6. PD048 - TREE REPLACEMENT/RELOCATION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Each removed Oak trees shall be replaced at a 1:1 ratio. Due to the potential for overcrowding at the project site, a maximum of twenty (20) Coast Live Oak trees shall be planted at the project site and at least twenty-three (23) Coast Live Oak trees shall be planted within the open space parcels of the Laguna Seca Office Park.

Applicant/owner shall have the trees inspected by a qualified arborist. The arborist shall prepare a report describing the condition of the replacement trees. At the time of inspection by the arborist, any trees that have died or are in poor condition, shall be replaced and documented in the report.

Compliance or Monitoring Action to be Performed: 1) Prior to final inspection, the applicant/owner shall submit receipts and photographic evidence, demonstrating that a maximum of 20 Coast Live oak trees have been planted at the site and that at least 23 Coast Live Oak trees have been planted within open space parcel of the Laguna Seca Office Park.

2) One year following planting of the replacement trees, the applicant/owner shall submit to HCD-Planning for review and approval the report prepared by the arborist.

7. PD012(E) - LANDSCAPE PLAN & MAINTENANCE (MPWMD-OTHER)

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The site shall be landscaped. Prior to issuance of building permits, a landscaping plan shall be submitted to the Director of HCD - Planning. A landscape plan review fee is required for this project. Fees shall be paid at the time of landscape plan submittal. The landscaping plan shall be in sufficient detail to identify the location, species, and size of the proposed landscaping and shall include an irrigation plan with calculations of MAWA and ETWU. The landscaping shall be installed and inspected prior to occupancy. All landscaped areas and/or fences shall be continuously maintained by the applicant and all plant material shall be continuously maintained in a litter-free, weed-free, healthy, growing condition. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall submit landscape plans and contractor's estimate to HCD - Planning for review and approval. Landscaping plans shall include the recommendations from the Forest Management Plan or Biological Survey, as applicable.

All landscape plans shall be signed and stamped by the licensed professional under the following statement, "I certify that this landscaping and irrigation plan complies with all Monterey County landscaping requirements including use of native, drought-tolerant, non-invasive species; limited turf; and low-flow, water conserving irrigation fixtures."

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall submit one (1) set landscape plans of approved by HCD-Planning, a Maximum Applied Water Allowance (MAWA) calculation, and a completed "Non-Residential Water Release Form and Water Permit Application" to the Monterey County Water Resources Agency for review and approval.

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall submit an approved water permit from the MPWMD to HCD-Building Services.

Prior to occupancy, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall submit to HCD-Planning a letter verifying the landscaping has been installed in accordance with the approved landscape plans.

On an on-going basis, all landscaped areas and fences shall be continuously maintained by the Owner/Applicant; all plant material shall be continuously maintained in a litter-free, weed-free, healthy, growing condition.

8. PD014(A) - LIGHTING - EXTERIOR LIGHTING PLAN

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: All exterior lighting shall be unobtrusive, down-lit, harmonious with the local area, and constructed or located so that only the intended area is illuminated and off-site glare is fully controlled. The lighting source shall be shielded and recessed into the fixture. The applicant shall submit an exterior lighting plan that shall indicate location, type, and wattage of all light fixtures and include catalog sheets for each type of fixture. The lighting shall comply with the requirements of the California Energy Code set forth in California Code of Regulations Title 24 Part 6.

Exterior lighting plan shall be subject to review by the Monterey Regional Airport for sources of glare, distracting light, dust, smoke, water vapor, or electrical interference that could cause potential detriment to safety in Zone 4 (2019 ACLUP)
(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of building permits, Owner/applicant shall submit to the Director of HCD-Planning evidence that the Monterey Regional Airport reviewed and supports the exterior lighting plan.

Prior to the issuance of building permits and after review by the Monterey Regional Airport, Owner/Applicant shall submit to HCD - Planning the exterior lighting plan for review and approval. Approved lighting plans shall be incorporated into final building plans.

Prior to final/occupancy, the Owner/Applicant/Contractor shall submit written and photographic evidence demonstrating that the lighting has been installed according to the approved plan.

On an on-going basis, the Owner/Applicant shall ensure that the lighting is installed and maintained in accordance with the approved plan.

9. GEOTECHNICAL CERTIFICATION

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall provide certification from a licensed practitioner that all development has been constructed in accordance with the recommendations in the project Geotechnical Report (File No. LIB180115) and the Drainage Report Update (File No. LIB180117). (RMA- Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to final inspection, the owner/applicant shall provide RMA-Environmental Services a letter from a licensed practitioner.

10. INSPECTION-PRIOR TO LAND DISTURBANCE

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall schedule an inspection with RMA-Environmental Services to ensure all necessary sediment controls are in place and the project is compliant with Monterey County regulations. This inspection requirement shall be noted on the Erosion Control Plan. (RMA – Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to commencement of any land disturbance, the owner/applicant shall schedule an inspection with RMA-Environmental Services.

11. INSPECTION-DURING ACTIVE CONSTRUCTION

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall schedule an inspection with RMA-Environmental Services to inspect drainage device installation, review the maintenance and effectiveness of BMPs installed, and to verify that pollutants of concern are not discharged from the site. At the time of the inspection, the applicant shall provide certification that all necessary geotechnical inspections have been completed to that point. This inspection requirement shall be noted on the Erosion Control Plan. (RMA – Environmental Services)

Compliance or Monitoring Action to be Performed: During construction, the applicant shall schedule an inspection with RMA-Environmental Services.

12. INSPECTION-FOLLOWING ACTIVE CONSTRUCTION

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall schedule an inspection with RMA-Environmental Services to ensure all disturbed areas have been stabilized and all temporary erosion and sediment control measures that are no longer needed have been removed. This inspection requirement shall be noted on the Erosion Control Plan. (RMA – Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to final inspection, the owner/applicant shall schedule an inspection with RMA-Environmental Services.

13. PW0044 - CONSTRUCTION MANAGEMENT PLAN

Responsible Department: RMA-Public Works

Condition/Mitigation Monitoring Measure: The applicant shall submit a Construction Management Plan (CMP) to RMA-Planning and RMA - Public Works for review and approval. The CMP shall include measures to minimize traffic impacts during the construction/grading phase of the project.

CMP shall include, at a minimum, duration of the construction, hours of operation, truck routes, estimated number of truck trips that will be generated, number of construction workers, and on-site/off-site parking areas for equipment and workers and locations of truck staging areas. Approved measures included in the CMP shall be implemented by the applicant during the construction/grading phase of the project.

Compliance or Monitoring Action to be Performed:

1. Prior to issuance of the Grading Permit or Building Permit, Owner/Applicant/Contractor shall prepare a CMP and shall submit the CMP to the RMA-Planning Department and the Department of Public Works for review and approval.
2. On-going through construction phases Owner/Applicant/Contractor shall implement the approved measures during the construction/grading phase of the project.

14. PD026 - BANNER, FLAGS, PENNANTS

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Owner/applicant shall ensure that only approved signs are allowed in the LSOP. There shall be no flags, banners, pennants, kites, balloons, or other attention-getting devices such as, though not limited to, drones, blimps, projectiles, or launchers. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to commencement of use, the Owner/Applicant shall submit to HCD-Planning evidence which demonstrates that there are only approved signs within the LSOP.

On an on-going basis, the Owner/Applicant shall keep the property free of flags, banners, pennants, or other attention-getting devices, and only maintain approved signs on the property.

15. EHSP01- RECYCLABLES IN RENTAL HOUSING (NON-STANDARD)

Responsible Department: Health Department

Condition/Mitigation Monitoring Measure: Recyclables must be separated from refuse, collected, stored and properly recycled for each of the multifamily rental housing units pursuant to Assembly Bill AS341 (Chesbro) and Monterey County Code, Chapter 10.41.

Compliance or Monitoring Action to be Performed: Prior to issuance of construction permit, submit a written plan on how recyclables will be collected and stored for each of the multifamily rental housing units to Recycling and Resource Recovery Services of Environmental Health Bureau for review and approval.

16. PD052 - PRE-CONSTRUCTION MEETING

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Owner/applicant shall retain a qualified professional biologist to conduct a pre-construction meeting held onsite. The meeting shall include representatives of each of the selected contractors, the Owner/Applicant, and any other appropriate County Departments. The purpose of the meeting is to review the conditions of approval that are applicable to the grading and construction of the approved development.

Contract with the biologist shall include a scope of work for conducting the onsite meeting and information to be conveyed to meeting attendees. Owner/Applicant shall be responsible for ensuring that all appropriate contractors and technical consultants are in attendance.

(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of building permits, the Owner/Applicant shall submit to HCD-Planning for review and approval, a signed contract with the project biologist.

Prior to the pre-construction meeting, owner/applicant shall notify HCD-Planning of the date and time for the scheduled onsite meeting.

After conclusion of the meeting, Owner/applicant shall submit to HCD-Planning a post-meeting log and summary.

17. PD017 - DEED RESTRICTION-USE

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Applicant/owner shall record a deed restriction to that requires full disclosure within each rental agreement that shall include the following language:

"The Laguna Seca Office Park is approximately 1.5 miles from the Monterey Regional Airport and within Zone 4 as identified in the 2019 Airport Compatibility Land Use Plan (2019 ACLUP) for the Monterey Regional Airport. Zone 4 is the Outer Approach/Departure Zone (OADZ) situated along the extended runway centerline beyond the Inner Approach/Departure Zone (IADZ) where aircraft travel at relatively low altitude during approach and departure. The accident risk level is considered to be moderate, encompassing approximately five percent of general aviation aircraft accidents. Residents and residential buildings within the Laguna Seca Office Park shall be subject to safety performance standards that eliminate sources of glare, distracting light, dust, smoke, water vapor, or electrical interference; and restrictions on activities that include the use of kites, drones, blimps, balloons, projectiles, or launchers."

(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading or building permits, the Owner/Applicant shall submit the signed and notarized deed restriction to the Director of HCD-Planning for review and signature by the County.

Prior to occupancy or commencement of use, the Owner/Applicant shall submit proof of recordation of the deed restriction to HCD-Planning.

18. PDSP001 - INCLUSIONARY HOUSING

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The applicant/owner shall enter into an Affordable Housing Agreement with the County of Monterey to satisfy the obligation to provide affordable units as required by the Planning Commission in approval of the project on 9/30/2020.

In accordance with 2010 General Plan Land Use Policy LU-1.19 (Development Evaluation System) requirement of 35% inclusionary housing, County Housing and Community Development quantifies provision of the following minimum number of units (4.9 total) within each household income category as follows:

(1) Very Low,

(2) Moderate, and

(1) Workforce II,

all of which are to be built onsite; and

waive the remaining 0.9 fractional unit i- lieu fee obligation.

Compliance or Monitoring Action to be Performed: Prior to any building permit approval, the applicant/owner shall enter into an Inclusionary and Workforce Housing Agreement with the County of Monterey.

19. PDSP002 - SAFETY & SECURITY

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The Monterey County Sherriff's Office requests the applicant/owner integrate safety considerations in the provision and design of signage, alarms, lighting, landscaping, parking, and security.
HCD-Planning

Compliance or Monitoring Action to be Performed: Prior to issuance of building permits, applicant/owner shall provide to HCD-Planning evidence of communication with the Monterey County Sherriff's Office indicating support of project provision and design of signage, alarms, lighting, landscaping, parking, and security.

20. CC01 INDEMNIFICATION AGREEMENT

Responsible Department: County Counsel-Risk Management

Condition/Mitigation Monitoring Measure: The property owner agrees as a condition and in consideration of approval of this discretionary development permit that it will, pursuant to agreement and/or statutory provisions as applicable, including but not limited to Government Code Section 66474.9, defend, indemnify and hold harmless the County of Monterey or its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers or employees to attack, set aside, void or annul this approval, which action is brought within the time period provided for under law, including but not limited to, Government Code Section 66499.37, as applicable. The property owner will reimburse the County for any court costs and attorney's fees which the County may be required by a court to pay as a result of such action. The County may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his/her/its obligations under this condition. An agreement to this effect shall be recorded upon demand of County Counsel or concurrent with the issuance of building permits, use of property, filing of the final map, recordation of the certificates of compliance whichever occurs first and as applicable. The County shall promptly notify the property owner of any such claim, action or proceeding and the County shall cooperate fully in the defense thereof. If the County fails to promptly notify the property owner of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the property owner shall not thereafter be responsible to defend, indemnify or hold the County harmless. (County Counsel-Risk Management)

Compliance or Monitoring Action to be Performed: Upon demand of County Counsel or concurrent with the issuance of building permits, use of the property, recording of the final/parcel map, or recordation of Certificates of Compliance, whichever occurs first and as applicable, the Owner/Applicant shall submit a signed and notarized Indemnification Agreement to the Office of County Counsel-Risk Management for review and signature by the County.

Proof of recordation of the Indemnification Agreement, as outlined, shall be submitted to the Office of County Counsel-Risk Management

21. PDSP003 - MBARD RECOMMENDED MEASURES

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The applicant/owner shall implement best available control measures to reduce airborne particulate matter during all phases of construction, as recommended by Monterey Bay Unified Air Resources District (MBARD) and in accordance with Policy OS-10.9 of the 2010 General Plan. The applicant /owner shall submit an Air Pollution Control Program (APCP) to HCD-Planning for review and approval, including all or part of the following measures:

- Minimize the use of diesel-powered equipment to the maximum extent feasible;
- Use alternative fuels (e.g. bio-diesel) where feasible;
- Where diesel equipment use is necessary, the equipment should be recent model, equipped with particulate matter filters.
- All diesel-powered equipment shall have up-to-date emission control labels; and
- Diesel-powered equipment shall not be left idling.

The APCP that may be combined with an overall Construction Management Plan.

The APCP shall include a list of the heavy equipment to be used during construction including year, make, and model with photos showing up -to-date emissions control labels (where applicable) and a list of Best Management Practices to be implemented to minimize diesel exhaust during construction.

Compliance or Monitoring Action to be Performed: 1) Prior to issuance of grading or building permits, the applicant /owner/contractor shall submit an Air Pollution Control Program to HCD-Planning for review and approval.

2) Prior to final grading or building inspection, the applicant /owner/contractor shall submit to HCD-Planning for review and approval a description, and photographs if available, demonstrating the ways in which Best Management Practices were implemented during construction.

22. PDSP004 - BIOLOGICAL MONITOR

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Owner/applicant shall retain a qualified biologist to monitor construction. The biological monitor shall conduct an Employee Education Program for the construction crew and shall be onsite during initial grading and vegetation removal activities to monitor for potential encounter of any special status species encountered. The qualified biologist shall identify and explain the necessary precautions during the Employee Education Program. These methods could include, but are not limited to, stopping work in the area where the animal is encountered until it has moved, on its own outside the project site, or to stop work; and HCD-Planning shall be contacted immediately to identify the appropriate authority. Work shall not resume until after receiving authorization from the appropriate authority as identified by HCD-Planning.

Compliance or Monitoring Action to be Performed:

- 1) Prior to issuance of grading or construction permits, owner/applicant shall submit to HCD-Planning for review and approval a signed contract with a qualified biological monitor. The contract shall contain the Employee Education Program including
- 2) Prior to removal of any vegetation, the biologist shall submit evidence to the HCD-Planning demonstrating that the Employee Education Program was conducted in accordance with the approved contract.
- 3) Prior to foundation/footing building inspection approval, the project biologist shall submit evidence to HCD-Planning that the grading and construction occurred in accordance with the approved contract.

23. PDSP005 - CONSTRUCTION HOURS OF OPERATION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The applicant/owner/contractor shall prepare and submit a Construction Activities Schedule and Management Plan (Plan) identifying all phases of the project, and all related construction activities and their timing to HCD-Planning for review and approval. The Plan shall include the entire development process and shall address all pertinent aspects including specific hours of operation, muffling of internal combustion engines and other factors which affect construction noise.

This Plan shall include at least the following measures:

- 1) Limit loud construction activities and the use of heavy equipment such as bulldozers, heavy trucks, backhoes and pneumatic tools to the hours of 3:00 pm to 7:00 pm on weekdays while school is in session, and from 7:00 am to 7:00 pm on non-school days and Saturdays.
- 2) Ensure that construction equipment is properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturer recommendations.
- 3) When not in use, motorized construction equipment should not be left idling; and
- 4) Establish a contact person and notify adjacent property-owners and -users as to the contact person and complaint solution process.

This Plan may be combined with an overall Construction Management Plan.

Applicant/Owner/Contractor shall prepare a report describing how the Plan was implemented, including all steps taken to to comply with this condition and to address any complaints received.

Compliance or Monitoring Action to be Performed: 1) Prior to the issuance of grading or building permits, the applicant shall submit to HCD-Planning for review and approval the Construction Activities Schedule and Management Plan.

2) Prior to final inspection, the applicant /owner/contractor shall submit to HCD-Planning for review and approval the report on implementation of the Plan.

24. PD050 - RAPTOR/MIGRATORY BIRD NESTING

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Any tree removal activity that occurs during the typical bird nesting season (February 22-August 1), the County of Monterey shall require that the project applicant retain a County qualified biologist to perform a nest survey in order to determine if any active raptor or migratory bird nests occur within the project site or within 300 feet of proposed tree removal activity. During the typical nesting season, the survey shall be conducted no more than 30 days prior to ground disturbance or tree removal. If nesting birds are found on the project site, an appropriate buffer plan shall be established by the project biologist. (RMA - Planning)

Compliance or Monitoring Action to be Performed: No more than 30 days prior to ground disturbance or tree removal, the Owner/Applicant/Tree Removal Contractor shall submit to RMA-Planning a nest survey prepared by a County qualified biologist to determine if any active raptor or migratory bird nests occur within the project site or immediate vicinity.

25. PD032(A) - PERMIT EXPIRATION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The permit shall be granted for a time period of 3 years from the 9 February 2021 date of approval unless use of the property or actual construction has begun within this period. (HCD-Planning)

Compliance or Monitoring Action to be Performed: Prior to the expiration date stated in the condition, the Owner/Applicant shall obtain a valid grading or building permit and/or commence the authorized use to the satisfaction of the Chief of HCD-Planning. Any request for extension must be received by HCD-Planning at least 30 days prior to the expiration date.

GENERAL DEVELOPMENT PLAN

LAGUNA SECA OFFICE PARK

JULY 2020

BACKGROUND

The Laguna Seca Office Park (LSOP) was approved by Monterey County for the development of approximately 54 acres at the intersection of Highway 68 and York Road in 1984. Approval of the LSOP included a general plan amendment, rezoning, and standard subdivision.

Construction of the LSOP subdivision was subject to conditions of approval to mitigate potential environmental impacts including aesthetics, drainage, traffic, water, and wastewater. Mitigations implemented included construction of waste water treatment facilities, water system improvements, road improvements including the signalization of the Highway 68/York Road intersection, dedication for the future widening of Highway 68 and dedication of multiple scenic easements.

Lots 1 and 8-19 have been fully developed with professional offices and associated uses. At the time the LSOP was approved, general development plans were not required. As Lots 1 and 8-19 individually came on for development, strictly a Use Permit was required and the approved Use Permit became a *de facto* Development and Operations Plan (General Development Plan) for that lot. The development of Lots 1 and 8-19 totals 152,978 square feet (sf). Lots 2-7 are undeveloped. Use Permits were approved in January 2019 for office buildings on lots 2 and 3 for a total of 21,271 sf. Lot 5 was previously approved for an approximately 20,306 square foot office building. Lots 4, 6, and 7 have no pre-existing entitlements. At the time of LSOP approval, the zoning regulations allowed, and continue to allow, for residential uses balanced with commercial use. There has been no residential development in the LSOP, thus far.

PURPOSE AND INTENT

This general development plan (GDP) has been prepared pursuant to Monterey County Code Section 21.22.030 to provide standards and regulations for operations and design for long range development, changes in use, and redevelopment of lots for which the owner provides written agreement to the GDP. Currently, written agreement to the GDP has been provide by owners of Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 (Units 103 & 104) and 19 (Unit 002).

Approval of this GDP does not alter the GDPs approved for the existing developments on Lots 1 and 8-19.

If residential development is proposed on a lot for which the owner provides written agreement to the GDP [Currently, Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 (Units 103 & 104) and 19 (Unit 002)], this GDP supersedes the existing GDPs.

EXHIBITS

Attached are Exhibits A-I that provide graphics and data associated with this GDP:

- **Exhibit A** identifies the lots which, in accordance with the CC&Rs, are limited to development of non-residential uses and those that may be developed for non-residential and/or residential uses. Exhibit A also provides overall data for the LSOP.
- **Exhibits B-G** show lots 2-7 with the existing vegetation, scenic easements, and potential square footage of commercial and/or residential development for each lot.
- **Exhibit H** shows existing development in the LSOP, proposed square footage of residential development and agreement of this GDP by owners of LSOP parcels.
- **Exhibit I** shows Zone 4 of the 2019 ALUCP overlaid with the LSOP subdivision.

DEVELOPMENT PROPOSAL THAT DOES NOT INCLUDE RESIDENTIAL USE

All development proposals for parcels in the LSOP that do not include residential use are:

- Subject to the GDP requirements of the underlying zoning regulations for GDPs at the time of application; and
- In accordance with the applicable guidelines and standards of this GDP.

RESIDENTIAL DEVELOPMENT IN THE LSOP

Residential development may be allowed on any lot in the LSOP subject to the following terms and conditions:

- The total area of residential development in the LSOP may not exceed the total area of commercial development¹ in the LSOP.
- Total development of the LSOP is limited to 260,000 SF. Any development proposed beyond 260,000 SF will require an amendment to this General Development Plan and

¹ Area of development is the total gross square footage of buildings on a lot.

environmental review as may be required by the California Environmental Quality Act at that time.

- The County shall maintain a record of the residential development that may be allowed based on the lot owners and area of development of those lots in agreement with this General Development Plan.
- The residential development allowed under this Plan shall be considered on a “first come-first served” basis.
- Applications for residential use shall be accompanied by a determination that the proposed residential use is compatible with the ALUCP.
- Residential development is subject to a use permit in each case as required by Monterey County Code Section 21.22.060.M.

Additional Considerations for Residential Development in the LSOP

LSOP Declaration of Covenants, Conditions, and Restrictions (CCRs):

The LSOP is governed by CC&Rs², which is a private agreement among owners of each parcel in the LSOP that covers use and development of property within the LSOP.

- The CC&Rs limit the use of Lots 1 and 8-19 to non-residential uses, and excludes residential use. The CC&Rs allow lots 2-7 to be used for residential and/or non-residential use.
- An amendment to the CC&Rs requires approval by majority of the lot owners, to allow residential uses on Lots 1 and 8-19.

Monterey Regional Airport’s Airport Land Use Compatibility Plan (ALUCP)

The LSOP is in the vicinity of the Monterey Regional Airport (MRY) and is subject an airport compatibility plan. In February 2019, the Monterey County Airport Land Use Commission (ALUC) adopted an airport (MRY) compatibility plan update (2019 ALUCP) to the 1987 Compatibility Land Use Plan (1987 CLUP). The updated 2019 ALUCP identifies various safety zones around the airport that were not in the 1987 CLUP. The safety zones establish and limit allowable land uses around the MRY. Exhibit I shows the LSOP overlaid with the 2019 ALUCP Zone 4. In Zone 4, development density for residential use is limited to a maximum of 1 unit per two acres.

- Residential development density is not limited for Lots 1, 9, and 19 because these parcels are outside the 2019 ALUCP Zone 4.

² The Declaration of Covenants, Conditions and Restrictions for LSOP was recorded June 3, 1988 (R2235, P636). The Declaration was amended March 25, 1989 (R2368 P798) and September 22, 2003 (Document 2003115003). CCRs are a private agreement among owners in the LSOP and are not enforced by the County of Monterey.

- Residential density is not limited for Lots 2-7 because these parcels are, by operation of law, consistent with the 2019 ALUCP (PUC Section 21676(d) and 2019 ALUCP Policy 4.1.11.2).
- All development on Lots 1 and 8-19 must be found consistent with the most currently adopted airport compatibility plan which, at the time of writing this GDP, is the 2019 ALUCP.

DESIGN GUIDELINES AND DEVELOPMENT STANDARDS

All development is to be in substantial conformance with Design Guidelines and Development Standards of this General Development Plan.

Site Development Standards:

- Height: The maximum allowed height is 35 feet.
- Setbacks:
 - Front: 30'
 - Side: 10% of the average lot width to a maximum required of 20'.
 - Rear: 20'
- Parking:
 - Residential:
 - One bedroom: 1.5 spaces/unit
 - Two bedrooms: 2 spaces/unit
 - Three bedrooms: 2 spaces /unit plus 1 space for every 5 units
 - Guest parking: 1 space for every four units
- Coverage:
 - Structural: 50%, maximum
 - Hardscape: 40% maximum
 - Landscaping: 10% minimum

Materials and Colors: The design of each individual structure shall be subject to review and approval by the Chief of RMA-Planning. At the discretion of the Chief of RMA-Planning, the proposed design may be referred to the local advisory committee and/or Planning Commission. If appropriate, the General Manager of the Monterey Regional Airport may be consulted.

- Individual designs should provide a distinction between structures and some architectural diversity among the developments.
- Generally, materials of exterior walls shall be cement plaster, stone and/or wood.
- Paint colors shall be muted earth tones (e.g., brown, tan, beige) that integrate with the natural surroundings and are consistent with the neighborhood character.
- Roofing may be varied and may include metal standing seam, ceramic or porcelain tile, or other materials that provide aesthetic complement to the overall development. In no case shall the roof materials be a shiny or reflective material that has potential to pose a hazard to flights leaving and landing at the Monterey Regional Airport.

Landscaping Plan: Drought tolerant non-invasive species shall be used around the buildings. All landscaped areas shall be continuously maintained in a litter-free, weed-free, healthy, growing condition. The landscaping plan for each project shall be subject to review and approval by the Chief of RMA-Planning.

Exterior Lighting: All exterior lighting shall be consistent with the Monterey County Lighting Ordinance and subject to review and approval by the Chief of RMA-Planning.

- All exterior lighting shall be unobtrusive, harmonious with the local area, and constructed or located so that the intended area is illuminated and off-site glare is fully controlled.
- Lighting of exterior signage shall be reviewed on a case-by-case basis for nighttime visibility.
- In no case shall the exterior lighting be of a type, location, or direction that has potential to pose a hazard to flights leaving and landing at the Monterey Regional Airport.
- At the discretion of the Chief of RMA-Planning, the General Manager of the Monterey Regional Airport may be consulted during the Interdepartmental Review (IDR) of the project application and upon proposal of any project-related lighting.

Outside Storage: All outside storage areas shall be fully enclosed.

Trash/Recycling: All disposal receptacles shall be contained within enclosures. Separate receptacles shall be provided for the separation of trash, yard waste, and recyclable materials.

Sign Regulations:

- Residential:
 - There shall be no more than one sign per street frontage.
 - The signs shall not exceed thirty-five (35) square feet in the aggregate.
 - The height may not exceed six feet if freestanding, or if attached to a structure, the sign may not be higher than the roof line or parapet of the wall.
 - The signs shall be stationary.
 - The signs shall not be located within or project over or into any public right-of-way.
 - The signs may not be internally illuminated.

Recreation Opportunities: All development in the LSOP shall be encouraged to provide on-site recreation facilities and opportunities. Recreation facilities that may be shared and integrated among developments and lots are preferred.

THIS GENERAL DEVELOPMENT PLAN WAS APPROVED BY THE MONTEREY COUNTY PLANNING COMMISSION ON SEPTEMBER 30, 2020.

BUILDING SQUARE FOOTAGE BY LOT

LOT No.	APN	CURRENTLY BUILT		PROPOSED	
		COMMERCIAL	RESIDENTIAL	COMMERCIAL	RESIDENTIAL
1	173-121-001	8,810			
2	173-121-002				11,252 (+/-)
3	173-121-003				10,011 (+/-)
4	173-121-004				22,620 (+/-)
5	173-121-005				22,245 (+/-)
6	173-121-006				18,236 (+/-)
7	173-121-007				15,895 (+/-)
8	173-121-008	7,444			
9	173-121-009	12,200			
10	173-121-010	14,472			
11	173-121-011	12,113			
12	173-121-012	12,010			
13	173-121-013	18,905			
14	173-121-014	10,617			
15	173-121-015	11,317			
16	173-121-016	18,425			
17	173-121-017	5,471			
18	173-121-018	7,488			
19	173-121-019	13,696			
TOTAL SQUARE FOOTAGES		152,978	-	-	100,259 (+/-) (120 units)
ZONING REQUIRES THAT		152,978	MUST EQUAL OR EXCEED		100,259 OK

WATER USE ANALYSIS (Commercial vs Residential)

COMMERCIAL					
LOT No.	TYPE OF USE	QUANTITY x	FACTOR =	USE/AF	
2	Office	11,252	0.00007	0.78764	
3	Office	10,011	0.00007	0.70077	
4	Office	22,820	0.00007	1.58340	
5	Office	22,245	0.00007	1.55715	
6	Office	18,236	0.00007	1.27652	
7	Office	15,895	0.00007	1.11265	
		100,259	0.00007	7.01813	
				TOTAL ACRE/FEET	7.018

RESIDENTIAL2 or 3 Bedroom / 2 Bath Unit with In-Unit Washing Machine

TYPE OF FIXTURE	No. of FIXTURES x	VALUE	= Fxt COUNT	= AF/UNIT
Washbasin	2	1.00	2.00	
Toilet, Ultra High Efficiency (UHET)	2	0.80	1.60	
Standard Bathtub or Shower Stall (one head)	2	2.00	4.00	
Kitchen Sink with High Efficiency Dishwasher	1	1.50	1.50	
Clothes Washer, (HEW) 5.0 water factor or less	1	1.00	1.00	
Instant-Acces-Hot-Water System (future credit)	1	-0.50	-0.50	
PROPOSED FIXTURE UNIT COUNT PER UNIT			9.60	0.096

1, 2 or 3 Bedroom / 1 Bath Unit with In-Unit Washing Machine

TYPE OF FIXTURE	No. of FIXTURES x	VALUE	= Fxt COUNT	= AF/UNIT
Washbasin	1	1.00	1.00	
Toilet, Ultra High Efficiency (UHET)	1	0.80	0.80	
Standard Bathtub or Shower Stall (one head)	1	2.00	2.00	
Kitchen Sink with High Efficiency Dishwasher	1	1.50	1.50	
Clothes Washer, (HEW) 5.0 water factor or less	1	1.00	1.00	
Instant-Access-Hot-Water System (future credit)	1	-0.50	-0.50	
PROPOSED FIXTURE UNIT COUNT PER UNIT			5.80	0.058

ASSUMED RESIDENTIAL UNITS	No. of UNITS	x AF/UNIT	=	= TOTAL AF
2 or 3 Bedroom / 2 Bath with In-Unit Washer	35	0.096		3.360
1, 2 or 3 Bedroom / 1 Bath with In-Unit Washer	85	0.058		4.930
TOTAL ACRE/FEET				8.290

COMPARISON: COMMERCIAL vs RESIDENTIAL		
COMMERCIAL USE =	7.018	Acre/Feet
RESIDENTIAL USE =	8.290	Acre/Feet

LAGUNA SECA OFFICE PARK GENERAL DEVELOPMENT PLAN

JOB NO.

17098.1

PRINT DATE:

PLOT DATE: _____

DRAWN BY:

CHECKED BY

SET ISSUED:
02/11/2020 UPDATED
PROPOSED SF'00 L

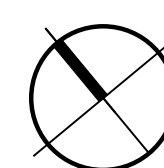
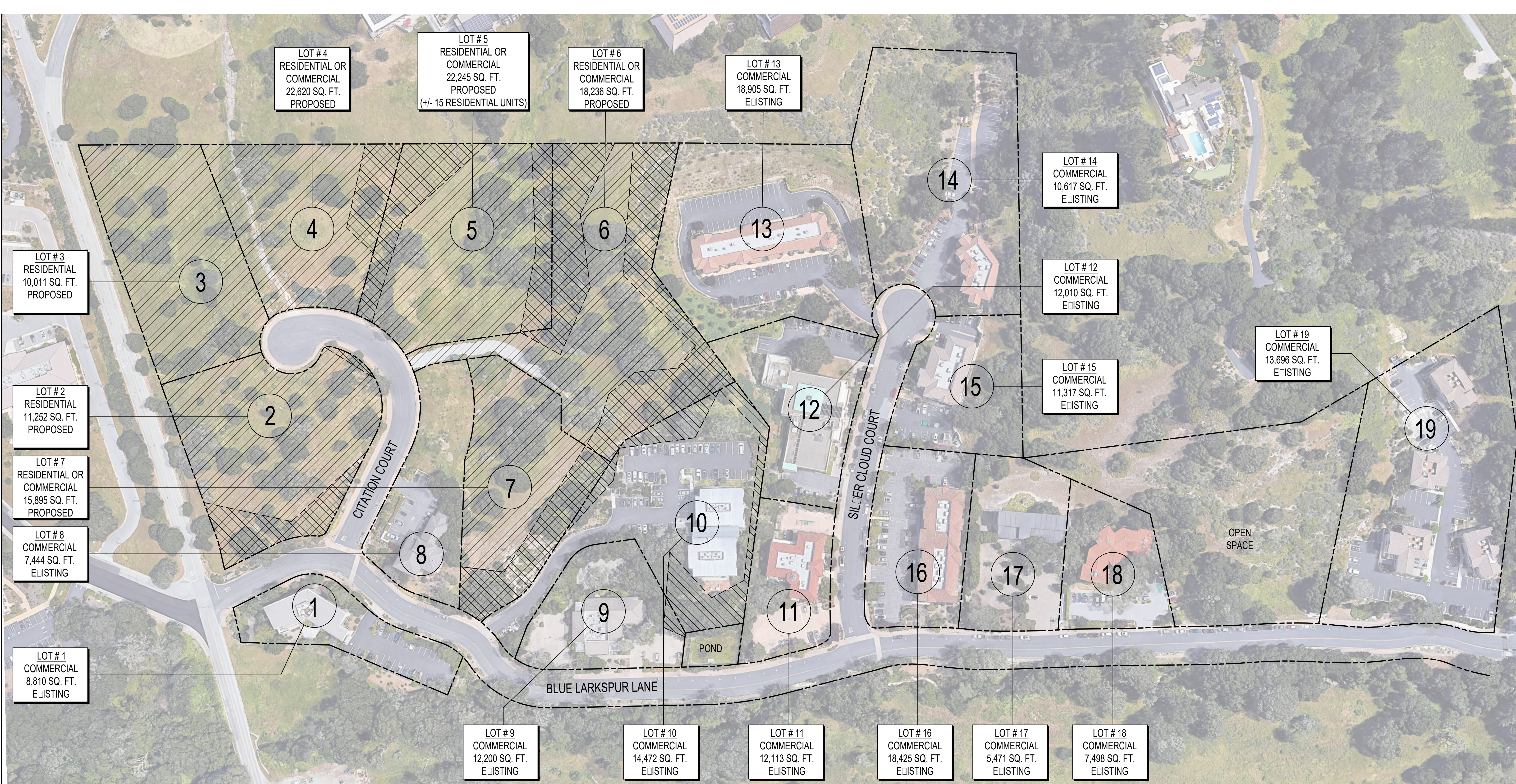
SHEET NAME

OVERALL
OFFICE PARK
SITE PLAN

SHEET NO.:

A1

FILE NAME.:



OVERALL OFFICE PARK SITE PLAN - LAGUNA SECA OFFICE PARK

SCALE: 1"=80'-0"



LOT 2
SCALE: 1"=50'-0"



PROJECT:

Laguna Seca Office Park
Lot 2

Monterey, California 93940

SHEET TITLE:

LSOP GDP Exhibits B-G

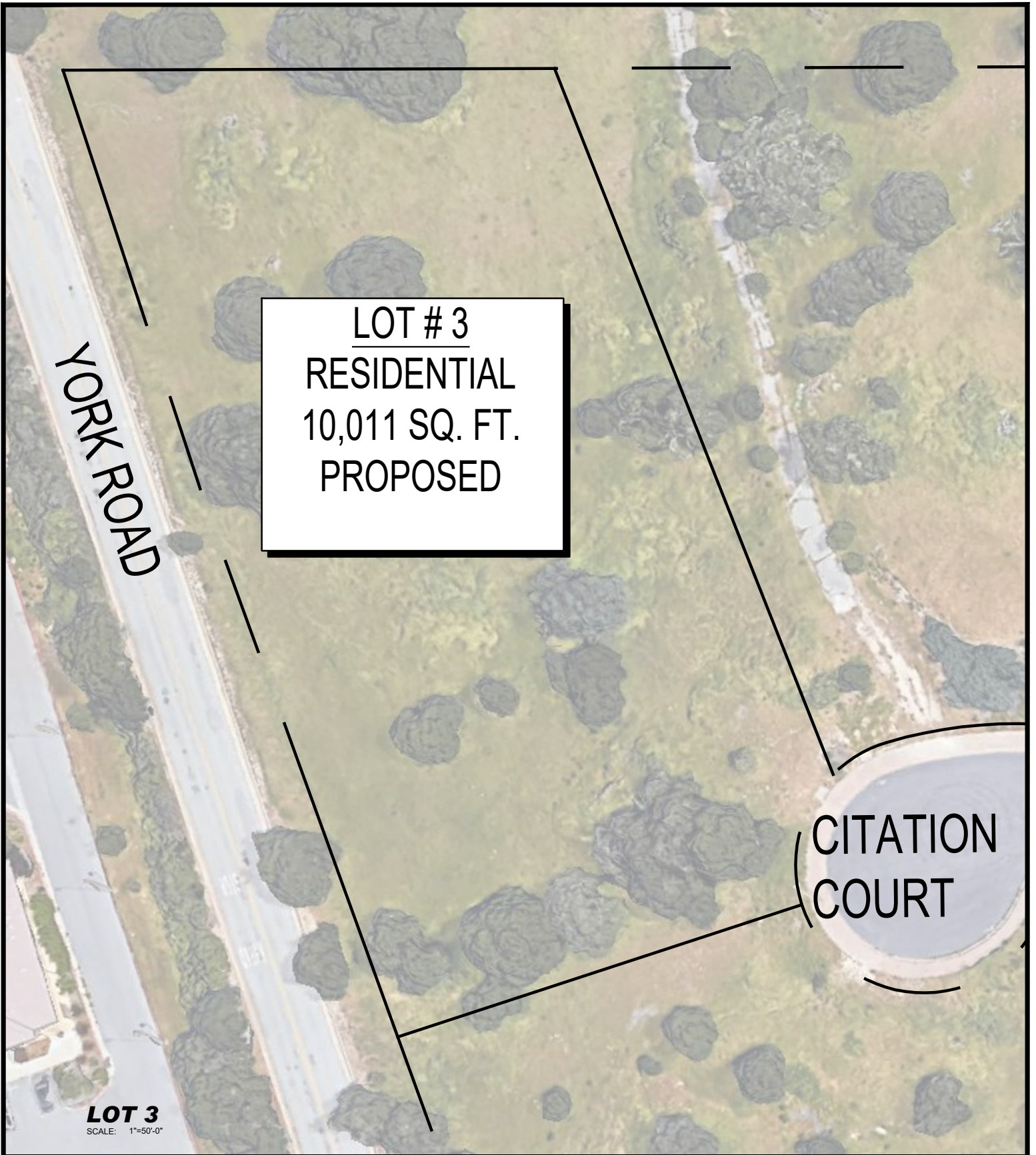
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PROJECT NUMBER: 17098.1

SHEET NO.

1

1 OF 6



PROJECT:

Laguna Seca Office Park
Lot 3

Monterey, California 93940

SHEET TITLE:

LSOP GDP Exhibits B-G

DATE: 2/12/20

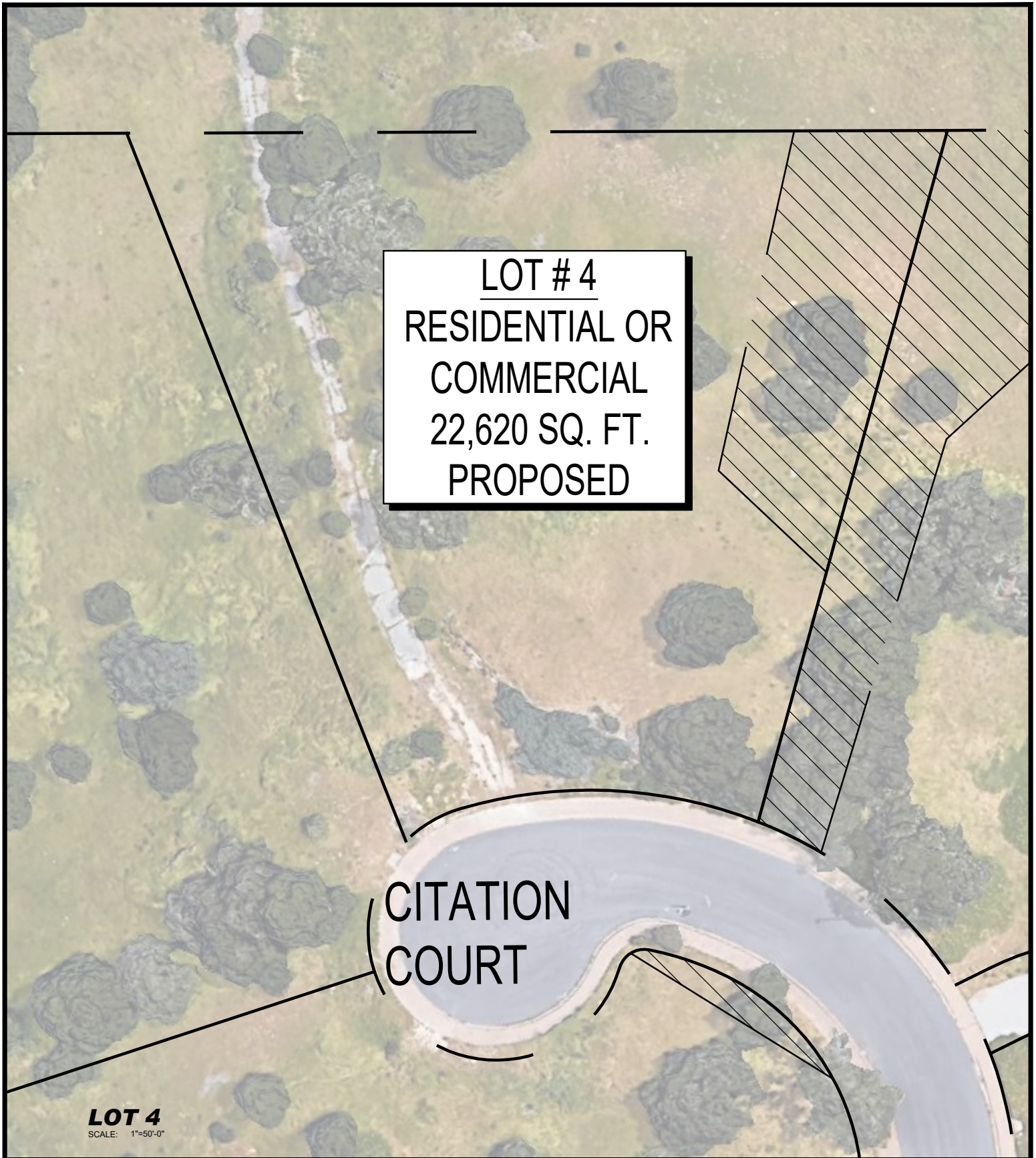
PROJECT NUMBER: 17098.1

SHEET NO.

2

2 OF 6

175



LOT 4
SCALE: 1"=50'-0"

**CITATION
COURT**



PROJECT:

**Laguna Seca Office Park
Lot 4**

Monterey, California 93940

SHEET TITLE:

LSOP GDP Exhibits B-G

DATE: 2/12/20

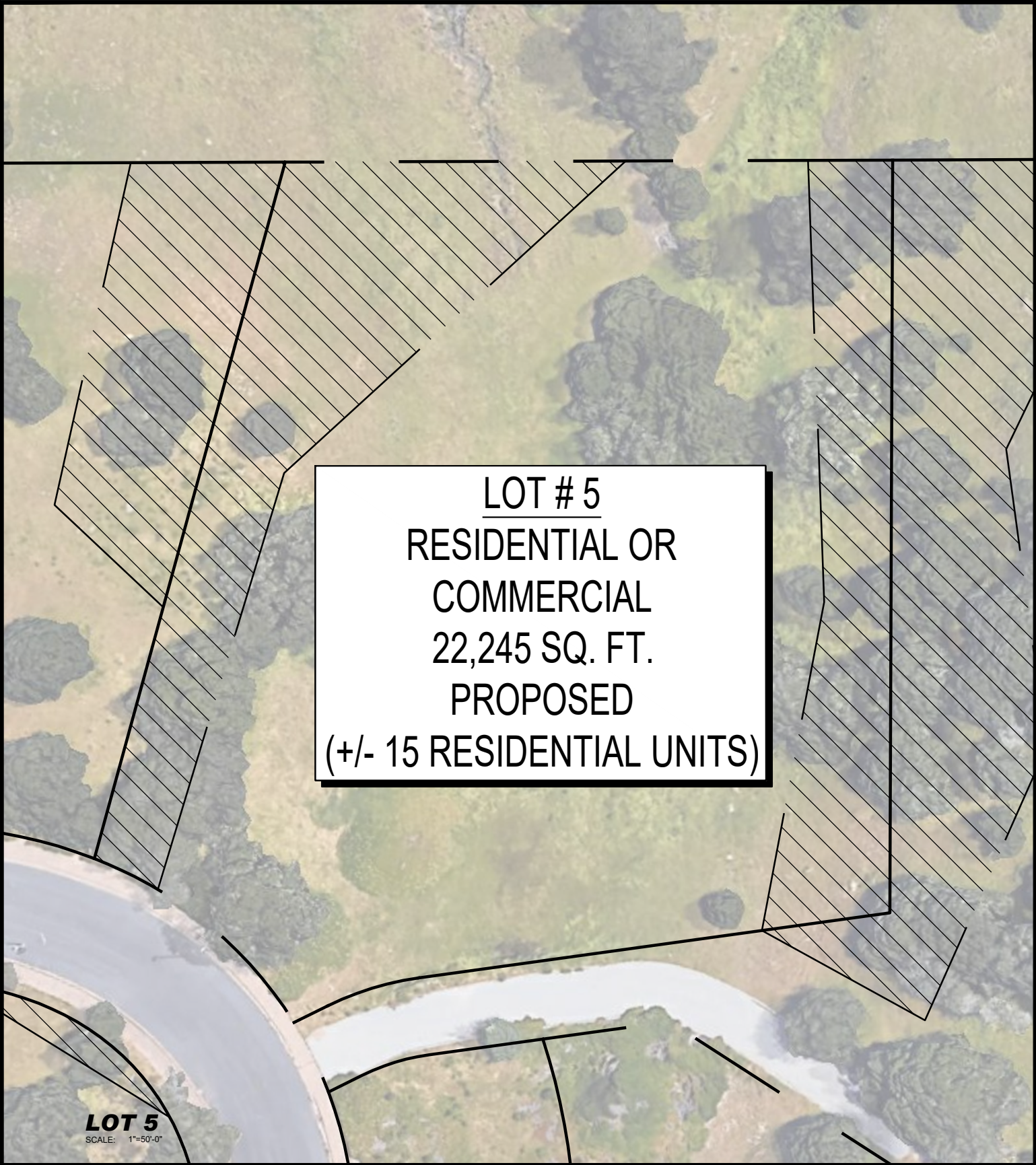
PROJECT NUMBER: 17098.1

SHEET NO.

3

3 OF 6

176



LOT # 5
RESIDENTIAL OR
COMMERCIAL
22,245 SQ. FT.
PROPOSED
(+/- 15 RESIDENTIAL UNITS)

LOT 5
SCALE: 1"=50'-0"



WALD RUHNKE & DOST
ARCHITECTS LLP

PROJECT:

Laguna Seca Office Park
Lot 5

Monterey, California 93940

SHEET TITLE:

LSOP GDP Exhibits B-G

DATE: 2/12/20

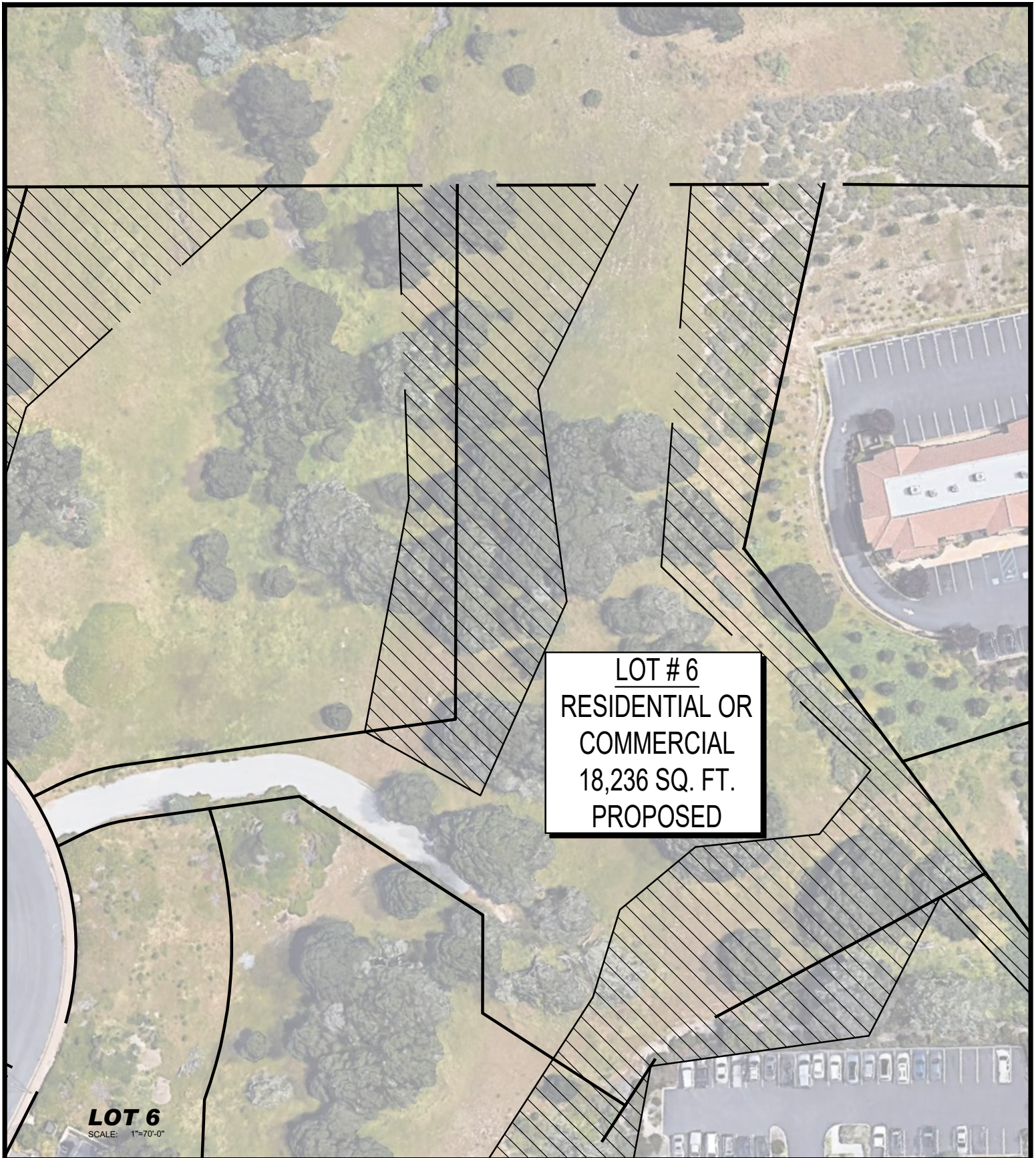
PROJECT NUMBER: 17098.1

SHEET NO.

4

4 OF 6

177



PROJECT:

Laguna Seca Office Park Lot 6

Monterey, California 93940

SHEET TITLE:

LSOP GDP Exhibits B-G

DATE: 2/12/20

PROJECT NUMBER: 17098.1

SHEET NO.

5

5 OF 6



WALD RUHNKE & DOST
ARCHITECTS LLP

PROJECT:

Laguna Seca Office Park
Lot 7

Monterey, California 93940

SHEET TITLE:

LSOP GDP Exhibits B-G

DATE: 2/12/20

PROJECT NUMBER: 17098.1

SHEET NO.

6

6 OF 6

EXHIBIT H

Lot	Acreage			Existing/Approved SF	Proposed SF	Agree to LSOP GDP
	Gross	Scenic Easement	Usable			
1 *	0.68	0	0.68	8,810		
2**	1.79	0.295	1.495		11,260	11,260
3**	1.593	0	1.593		10,011	10,011
4	1.397	0.195	1.202		22,260	
5**	1.924	0.556	1.368		20,306	
6	2.292	1.15	1.142		18,236	
7	1.816	0.45	1.366		15,895	
8	0.561	0	0.561	7,444		
9	0.89	0.022	0.868	12,200		12,200
10	1.854	0.453	1.401	14,472		
	Portion of Lot 10 - Unit 103					1,012
	Portion of Lot 10 - Unit 104					936
11	0.712	0.084	0.628	12,113		12,113
12	1.106	0.204	0.902	12,010		
13	2.103	0.867	1.236	18,905		
14	2.25	1.349	0.901	10,617		
15	0.91	0.444	0.466	11,317		11,317
16	1	0.008	0.992	18,425		18,425
17	0.951	0.162	0.789	5,471		
18	0.75	0.149	0.601	7,498		
19*	2.611	1.077	1.534	13,696		
	Portion of Lot 19 - Unit 002					5,575
				152,978	97,968	82,849
	TOTAL MAXIMUM SF FOR LSOP			260,000		

KEY

Outside 2019 ALUCP Zone 4
Consistent with 2019 ALUCP Zone 4 by operation of law (PUC Section 21676(d) and 2019 ALUCP Policy 4.1.11.2)
Referenced to the 2019 ALUCP Zone 4
* Lots 1 and 19 are also subject to LSOP CC&Rs that exclude residential use on those lots.
** Lots 2, 3, and 5 have existing Use Permits for non-residential use. The owners, as part of this application, are agreeing that use on these parcels may be for residential and/or non-residential development, subject to the LSOP GDP.
All lots are subject to the LSOP CC&Rs that exclude residential use on Lots 1 and 8-19
This chart will be updated periodically by the RMA-Planning for tracking purposes.



OVERALL OFFICE PARK SITE PLAN
WITH ALUC ZONE 4 BOUNDARY OVERLAY
SCALE: 1"=80'-0"

EXHIBIT I

WR&D

WALD RUHNKE & DOST
ARCHITECTS LLP

2340 GARDEN ROAD, SUITE 100

MONTEREY, CALIFORNIA 93940

PHONE: 831.649.4642

FAX: 831.649.3530

WWW.WRDARCH.COM

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SPECIFICATIONS REMAINS WITH THE ARCHITECT
AND VISUAL CONTACT WITH THEM
CONSTITUTES PRIMA FACIE EVIDENCE OF THE
ACCEPTANCE OF THESE RESTRICTIONS.

LAGUNA SECA OFFICE PARK
GENERAL DEVELOPMENT PLAN

MONTEREY, CA 93940
A.P.N. NO.:

JOB NO.
17098.1
PRINT DATE:
PLOT DATE: 7.7.2020
DRAWN BY:
CHECKED BY:
SET ISSUED:
02/11/2020 UPDATED
PROPOSED SF's @ LOTS 2 & 3

SHEET NAME:
ALUC ZONE
OVERLAY
SITE PLAN
SHEET NO.:

A2

FILE NAME.:

Attachment D

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**Before the Planning Commission in and for the
County of Monterey, State of California**

In the matter of the application of:

McIntosh Villas, LLC (PLN020332)

RESOLUTION NO. 12-035

Resolution by the Monterey County Planning
Commission:

- 1) Considering the Addendum with the Laguna Seca Office Park Final Environmental Impact Report; and
- 2) Approving a Combined Development Permit consisting of: A) a Use Permit and General Development Plan to allow the construction of a 20,306 square foot two-story professional office building with associated grading (approx. 3,850 cubic yards cut and 3,350 cubic yards fill), on Lot 5 of the Laguna Seca Office park subdivision; B) A Use Permit to allow the removal of 43 Coast Live Oak trees; C) An Administrative Permit to allow development in the Site Plan ("S") zoning district; and D) A Design Approval.

[PLN020332, McIntosh Villas LLC, 24491 Citation Court, Greater Monterey Peninsula Area Plan (APN: 173-121-005-000)]

The McIntosh Villas, LLC application (PLN020332) came on for public hearing before the Monterey County Planning Commission on August 29, 2012. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Planning Commission finds and decides as follows:

FINDINGS

1. **FINDING:** **CONSISTENCY** – The Project, as conditioned, is consistent with the applicable plans and policies which designate this area as appropriate for development.
EVIDENCE: a) Plan Consistency During the course of review of this application, the project has been reviewed for consistency with the text, policies, and regulations in:
 - the 2010 Monterey County General Plan;
 - Greater Monterey Peninsula Area Plan;
 - Monterey County Zoning Ordinance (Title 21);Communications alleging inconsistencies with the text, policies, and regulations have been addressed. No conflicts are found to exist.
b) Zoning Consistency The property is located at 24491 Citation Court, Monterey (Assessor's Parcel Number: 173-121-005-000), Greater Monterey Peninsula Area Plan. The parcel is zoned VO-B-6-UR-D-S (Visitor Serving/Professional Office – With Building Site, Urban Reserve, Design Control & Site Plan Review Overlay Districts), which allows professional office use subject to a Use Permit in each case. The project is an allowed land use for this site.

- c) General Development Plan A General Development Plan is required prior to the establishment of any development in the VO zoning district if the lot is in excess of one acre; or the development proposed includes more than one use; or if the development involves any form of subdivision (Section 21.22.030, Title 21). The subject lot is in excess of one acre. A General Development Plan has been prepared for the project (Attachment 3), that describes the proposed uses, proposed parking layout, exterior lighting, and intended hours of operation. The General Development Plan supplements the information contained in the plans submitted for the proposed development. The plan conforms to the applicable goals and policies in Monterey County Code and the conditions imposed as part of the Laguna Seca Office Park subdivision.
- d) Site Plan Review An Administrative Permit is required for development within an "S" zoning district (Title 21, Chapter 21.45) and the ability to grant the permit has been met. The siting of the proposed development has been reviewed and has been determined appropriate based on the type of use, required parking, site topography, and building area limitations.
- e) Urban Reserve The site is within the Urban Reserve (UR) area of the City of Monterey. The City has been provided a copy of the plans during the initial review of the application, has been copied on the Initial Study during the 30-day comment period and has been provided a copy of this report. No comments have been received from the City.
- f) Tree Removal As designed, the project will require removal of 43 oaks, including seven trees that are 2-5 inches in diameter, which is under the size regulated in the current code. A total of 36 protected trees (6 inches or more in diameter) would be removed. A Forest Management Plan has been prepared for the site by Roy Webster. Siting and design have been reviewed and under the circumstances of the case, the tree removal is the minimum required (General Plan Policy OS-5.10). A separate entitlement (Use Permit) is included in this permit for the removal of healthy, mature, native Coast Live Oak trees (See Finding 3).
- g) Site Visit The project planner conducted a site inspection on November 2, 2011 to verify that the project on the subject parcel conforms to the plans listed above.
- h) Slope As designed, the project would impact 25% slopes and an existing conservation and scenic easement; however, the project does not require a discretionary permit because based on General Plan Policy OS-3.5 (subsection c) the area of disturbance to slopes greater than 25% will affect an area less than 500 square feet. Also, the conservation and scenic easement deed has been reviewed and the proposed driveway has been determined to be allowed within the easement based on specific allowances within the recorded easement deed. Therefore, no amendment to the deed is necessary.
- i) Traffic Policy C-1.1 establishes an acceptable Level of Service (LOS) D for County roads and intersections. Policy C-1.4 requires that traffic impacts be mitigated concurrently with development where a project impacts a County road that already operates below a LOS D consistent with the requirements of Policy C-1.3. In this case, traffic impacts and mitigations were applied and implemented prior to the proposed

development, when the subdivision was created. The Office Park EIR anticipated development of 260,000 square feet of office space. Traffic trips of between 2,500 and 3,900 were projected based on the anticipated square footage. To date, 152,978 square feet of office space has been approved within the subdivision. The new project proposes development of a 20,306 square foot office building on Lot 5, bringing the combined total square footage to 173,284; which is well within the projected totals. In addition, based on the Institute of Traffic Engineer's (ITE) Trip Generation Manual 8th edition, the proposed project would generate approximately 178 daily traffic trips (based on an average rate of 11.01 trips per 1,000 square feet). Averaged among 19 office park lots within the subdivision, the 178 trips is within the theoretical per lot projections ($178 \times 19 = 3,382$ trips). Projected traffic conditions from the EIR were compared to current conditions by comparing trip generation numbers (as described above), Levels of Service (LOS), and Volume to Capacity (v/c) ratios. The LOS under both projected conditions and current conditions is F (no change). The projected v/c ratio in the EIR was 1.01 and the current v/c ratio with this project is projected to be .90. The results show that the development is consistent with the projected traffic daily trip in the EIR, and traffic conditions are consistent with projected Levels of Service, with the v/c ratio being better than what was projected in the EIR. Also, consistent with the Office Park EIR mitigations and General Plan Policies C-3.4, C-3.5, GMP-2.2, and GMP-2.7, the project incorporates bicycle racks, has designated car pool parking spaces, has access via Monterey-Salinas Transit buses, and provides flexibility with the General Development Plan to promote alternate business hours to minimize peak hour traffic trips.

- j) Water Supply General Plan Policy PS-3.1 prohibits approval of discretionary permits without proof, based on specific findings and supported by evidence, that there is a long-term sustainable water supply, both in quality and quantity to serve the development. Water for the development would come from the Bishop Water Company which is owned and operated by Cal-Am. As of March 22, 2006, the rights to use water resources of the Seaside Groundwater Basin have been adjudicated, or settled by judicial process, and a physical solution for the perpetual management of the Seaside Groundwater Basin was provided as part of the Final Decision made by the Superior Court (California American Water v. City of Seaside, et al; Monterey Superior Court case No. M66434). The physical solution is intended to reduce groundwater production to the level of natural safe yield and provide a solution to achieve a safe yield within the basin. The water for the proposed development would come from the Cal-Am Standard Production allocation that was accounted for as a part of the physical solution to achieve the natural safe yield of the aquifer. Water Quality from the Bishop Unit is regularly tested and is adequate to satisfy PS-3.1. Because the Water supply for the project is within the amounts allocated under the adjudication, the project has a long-term sustainable water supply (See Finding 7 for more detail).
- k) Noise General Plan Policy S-7.9 prohibits construction related noise

activities within 500 feet of a noise sensitive land use during evening hours on Monday through Saturday, and at anytime on Sundays or holidays. Because the nearest noise sensitive land use is York School the most sensitive times are during the weekdays from 8:00 am to 2:30 pm. To minimize noise related disturbances to York School during construction of the project and also remain compliant with Policy S-7.9, a condition is suggested to limit “loud” construction activities and the use of heavy equipment such as bulldozers, heavy trucks, backhoes and pneumatic tools to the least noise-sensitive periods of the day (Condition #16).

- l) Biology An updated biological report was prepared for the project by Regan Biological & Horticultural Consulting, dated May 18, 2012. The report found no evidence of special status plant or animal species at the site; however, the site contains characteristics that make it potential habitat for Burrowing Owls, American Badger, and California Tiger Salamander (CTS). The Biological report assessed the habitat potential of the site and concluded that these species are not likely to use this site for habitat. The potential to encounter these species at the site was considered very low due to surrounding development, distance from breeding habitat, and physical barriers that would discourage use of the site by these species. Nonetheless, a condition implementing Policy OS-5.16 of the 2010 General Plan has been included. The condition would require a biological monitor on-site during vegetation removal and grading. The biologist would train construction crews on protected species identification and observe development for the purposes of identifying protected species and ensuring that protected species are not impacted and appropriate steps are followed in the unlikely event they are discovered (Condition #14).
- m) LUAC The project was referred to the Greater Monterey Peninsula Land Use Advisory Committee (LUAC) for review. On November 2, 2011, the Greater Monterey Peninsula LUAC unanimously recommended approval with a 4-0 vote (2 absent). In reviewing the project, the LUAC suggested that alternative parking designs such as underground parking be explored and expressed a desire to ensure that the proposed “Chinese red” column in the proposed design is not a bright red. Staff has explored parking alternatives with the applicant and dismissed an underground parking design due to grading and financial concerns/limitations. The red column will be a muted red color.
- n) The application, project plans, and related support materials submitted by the project applicant to the Monterey County RMA - Planning Department for the proposed development found in Project File PLN020332.

2. **FINDING:** **SITE SUITABILITY** – The site is physically suitable for the use proposed.

EVIDENCE: a) The project has been reviewed for site suitability by the following departments and agencies: RMA - Planning Department, Monterey Regional Fire Protection District, Public Works, Environmental Health Bureau, and Water Resources Agency. There has been no indication from these departments/agencies that the site is not suitable for the

proposed development. Conditions recommended have been incorporated.

- b) Technical reports by outside consultants indicated that there are no physical or environmental constraints that would indicate that the site is not suitable for the use proposed. County staff independently reviewed these reports and concurs with their conclusions. The following reports have been prepared:

- "Forest Management Plan" (LIB110397) prepared by Roy Webster, Soquel, CA, September 13, 2011;
- "Biological Assessment" (LIB120260) prepared by Regan Biological & Horticultural Consulting, May 18, 2012
- "Drainage Report" (LIB120029) prepared by Bestor Engineers, Inc, Monterey, CA, December 21, 2011.

In addition to the reports listed above, information from the certified Laguna Seca Office Park EIR (1983) and the draft Mitigated Negative Declaration prepared for the Laguna Seca Villas project (December 5, 2008) were reviewed and relied on where appropriate in arriving at the conclusion that the site is suitable for the proposed development.

- c) Staff conducted a site inspection on November 2, 2011 to verify that the site is suitable for this use.
- d) The application, project plans, and related support materials submitted by the project applicant to the Monterey County RMA - Planning Department for the proposed development found in Project File PLN020332.

3. **FINDING:**

HEALTH AND SAFETY - The establishment, maintenance, or operation of the project will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

EVIDENCE:

- a) The project was reviewed by the RMA - Planning Department, Monterey Regional Fire Protection District, Public Works, Environmental Health Bureau, and Water Resources Agency. The respective departments/agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.
- b) Necessary public facilities are available to serve the project. Existing capacity and infrastructure exist to provide water supply (see Finding 7), sewer service, and solid waste disposal. Monterey Regional Fire and the Monterey County Sheriff's Office have reviewed the project and will provide emergency services.
- c) Conditions of approval have been added to the project to comply with the 2010 Monterey County General Plan. Compliance with the General Plan policy on issues such as air quality, noise, hazards, and other health related topics effectively minimize any potential health and safety related effects of a project. The Addendum prepared for this project found that all impacts have been previously analyzed and mitigated and

that construction of this site specific development would not result in significant impacts to health and safety on its own (See Finding 5).

d) Preceding findings and supporting evidence for PLN020332.

4. **FINDING:** **NO VIOLATIONS** - The subject property is in compliance with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of the County's zoning ordinance. No violations exist on the property.
- EVIDENCE:**
- a) Staff reviewed Monterey County RMA - Planning Department and Building Services Department records and is not aware of any violations existing on subject property.
 - b) Staff conducted a site inspection on November 2, 2011, and researched County records to assess if any violation exists on the subject property. There are no structures or any sign of development on the site.
 - c) There are no known violations on the subject parcel.
 - d) The application, plans and supporting materials submitted by the project applicant to the Monterey County Planning Department for the proposed development are found in Project File PLN020332.
5. **FINDING:** **CEQA (Addendum):** - An Addendum to a previously certified Laguna Seca Office Park EIR was prepared pursuant to Code of Regulations, Title 14, Section 15164 to reflect changes or additions in the project that do not cause substantial changes or new information that would require major revisions to the adopted EIR.
- EVIDENCE:**
- a) An EIR for Laguna Seca Office Park Development was prepared and certified by the Board of Supervisors on February 22, 1983 (EIR #80-109)
 - b) An Addendum to the Laguna Seca Office Park Development project EIR was prepared pursuant to Code of Regulations, Title 14, Section 15164 (CEQA Guidelines).
 - c) The Addendum attached as **Exhibit F** to the August 29, 2012, Staff Report to the Planning Commission reflects the County's independent judgment and analysis.
 - d) Pursuant to Section 15162 of the CEQA Guidelines, there are no substantial changes proposed in the project that would require major revisions to the prior EIR. The Laguna Seca Office Park Development EIR ("Office Park EIR") considered and anticipated development of approximately 260,000 square feet on the 19 Professional Office Park lots created as part of the subdivision. The proposed project will construct a 20,306 square foot Professional Office building on one of those lots (Lot 5). To date, 152,978 square feet of office buildings have been approved and constructed within the subdivision. The size and type of use of the development are consistent with the size and use anticipated in the EIR for the project. There is no change proposed in the project.
 - e) Pursuant to Section 15162 of the CEQA Guidelines, there is no new information of substantial importance that was not known at the time the EIR was adopted that requires major revision to the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects. Changes in

circumstances since certification of the EIR have been discussed in the Addendum. Changes in circumstances since the EIR was certified primarily involve adjudication of the groundwater (See Finding 7 for more detail on water supply), differences between projected traffic conditions and current traffic conditions (See Finding 1, Evidence i for more detail on traffic conditions), new biological information (See Finding 1, Evidence l for more detail on biological conditions), and regulatory changes such as the 2010 General Plan which are addressed in this resolution. These changes in circumstances did not result in new or substantially more severe environmental effects beyond those previously analyzed in the EIR. More detail on these topics is provided in the corresponding Findings and supporting evidence within this Resolution.

- f) Prior to preparing the Addendum, an Initial Study was circulated for the proposed project. Comments received on the Initial Study have been considered. In response to comments received, the Initial Study was updated to an Addendum and the analysis was clarified.
- g) The Monterey County Planning Department, located at 168 W. Alisal, 2nd Floor, Salinas, California, 93901, is the custodian of documents and other materials that constitute the record of proceedings upon which the decision to adopt the addendum is based.

6. **FINDING:**

TREE REMOVAL –The tree removal is the minimum required under the circumstances and the removal will not involve a risk of adverse environmental impacts.

EVIDENCE:

- a) In accordance with the applicable policies of the Monterey County General Plan and the Monterey County Zoning Ordinance (Title 21), a Use Permit is required to authorize removal of 36 protected oak trees and the authority to grant said permit has been met. The project will require removal of 43 trees total; however, seven of the 43 trees are less than six-inches in diameter which is under the size regulated by code (Title 21, Section 21.64.206.D).
- b) Impacts to “Foothill Woodlands” were analyzed in the Office Park EIR. The EIR identified that Oak woodlands would be converted to commercial development and that represented a potentially significant impact. Mitigations were required in the EIR to minimize impacts by preserving open space along the Highway 68 corridor, requiring the use of drought tolerant landscaping materials in developed areas, and minimizing tree removal for each development. Open space along the Highway 68 corridor has already been established through the subdivision approval and landscaping plans have been submitted that propose planting drought tolerant species including oak trees. All mitigations required within the EIR have been implemented or applied to this project as conditions of approval
- c) A Forest Management Plan (FMP) was prepared for the project by Roy Webster, dated September 13, 2011. The FMP considered the required findings for tree removal and states “*Every consideration was made to preserve as many trees as possible while still creating a feasible development proposal.*” Measures recommended in the FMP have been incorporated in the project including conditions requiring tree protection

during construction (Condition #7).

- d) The project has been designed and sited to minimize the removal of protected trees to the greatest extent feasible. The site contains a limited area that is appropriate for development of a commercial nature, due to the size of the lot (1.924 acres), existing slopes over 25% on the sides and rear of the property, and an existing conservation and scenic easement that roughly matches the location of the steeper slopes on the site. The project has been sited on the least steep portion of the site and designed to be stepped into the hillside by providing a partial lower level in the front with a second story above that is at grade on the rear. The proposed parking design would have parking at both the lower and upper levels to provide easy access and to minimize grading and retaining wall heights for a larger single parking area. Alternative parking designs such as underground parking have been explored but due to cost of such an option and the increased amount of grading the alternative parking layouts were not pursued. Due to site characteristics including slopes and easements, there are no alternative locations for the structure on the lot that would provide the flexibility to further minimize tree removal.
- e) The removal will not involve a risk of new adverse environmental impacts. Erosion Control measures will be implemented, drainage will be properly controlled consistent with the engineered drainage plan, and conditions protecting nesting birds in compliance with General Plan Policy OS-5.25 have been added.
- f) Pursuant to Section 21.64.260.D.4, the applicant is required to relocate or replace each removed protected tree on a one-to-one ratio unless the replacement would create a special hardship or be detrimental to the long-term health and maintenance of the remaining habitat. According to the Forest Management Plan prepared for the project, the site cannot support 43 replacement oaks, once developed, without creating an overcrowded situation. In order to achieve a minimum of 1:1 replacement, a condition has been applied that requires the applicant to replace 20 oak trees on the project site (as shown in the project landscape plans) and at least 23 oaks within the open space parcels of the Laguna Seca Office Park subdivision (Condition #15). Implementation of this condition will ensure that trees are replanted on at least a 1:1 basis.
- g) Oaks at the site together meet the definition of Oak woodland due to the overall tree cover being more than 10 percent of the lot. Monterey County General Plan Policy OS-5.23 and Public Resources Code Section 21803.4 require mitigation for projects that will have a significant impact on oak woodlands through a combination of replacement planting (cannot count for more than 50% of the required mitigation), preservation of comparable oak woodlands by way of a conservation easement, and/or payment of mitigation fees to State Oak Woodlands Conservation Fund. The project would remove oaks trees within an oak woodland; however, the site was previously committed to non-forest use in 1983 at which time appropriate environmental review of the larger forest impacts were contained in an EIR prepared for the Office Park. This project is an infill development of a vacant lot

consistent with the anticipated level of development from the certified EIR. Also, the site is surrounded by development with the exception of five other vacant lots within the subdivision. Therefore, the project, on its own, would not create a new significant effect on oak woodlands. Mitigation pursuant to PRC 21803.4 and OS-5.23 is required when a project will have a significant effect on oak woodlands. The impact on the oak woodland primarily occurred as a result of the subdivision approval and this project will not have any additional impact beyond those previously considered. Because this project will in itself not have a significant impact on oak woodlands, PRC 21803.4 and OS-5.23 do not apply to this action.

- h) Compliance with the Migratory Bird Treaty Act is required. Nesting Birds are protected by the Migratory Bird Treaty Act and the proposed development involves removal of trees. Generally, trees can be removed during the non-nesting season (August 2 through February 21 of each year) without further review. If trees are scheduled for removal during the nesting season, the applicant must have a qualified biologist survey the trees for nests prior to removal. If nests are found within 300 feet of the site, tree removal will not be allowed until such time that the nesting period is completed (Condition #12).
- i) Staff conducted a site inspection on November 2, 2011 to verify that the tree removal is the minimum necessary for the project and to identify any potential adverse environmental impacts related to the proposed tree removal.
- j) The application, plans and supporting materials submitted by the project applicant to the Monterey County Planning Department for the proposed development are found in Project File PLN020332.

7. FINDING:

WATER SUPPLY – The project has an adequate long-term water supply and manages development in the area so as to minimize adverse effects on the aquifers and preserve them as viable sources of water for human consumption.

EVIDENCE:

- a) Monterey County General Plan Policy PS-3.1 prohibits approval of discretionary permits without proof, based on specific findings and supported by evidence, that there is a long-term sustainable water supply, both in quality and quantity to serve the development. Adequate water quantity and quality exist to serve the development.
- b) Water for the development would come from the Bishop Water Company which is owned and operated by Cal-Am. As of March 22, 2006, the rights to use water resources of the Seaside Groundwater Basin have been adjudicated, or settled by judicial process, and a physical solution for the perpetual management of the Seaside Groundwater Basin was provided as part of the Final Decision made by the Superior Court. The physical solution for the Seaside groundwater basin is intended to ultimately reduce the drawdown of the aquifer to the level of the Natural Safe Yield; to maximize the potential beneficial use of the Basin; and to provide a means to augment the water supply for the Monterey Peninsula
- c) Under the terms of the adjudication (Superior Court of the State of California in and for the County of Monterey. Judgment for Case No.

M664343. March 22, 2006), rights to the adjudicated water source will come from Cal-Am's standard production allocation.

- d) Using the Monterey Peninsula Water Management standard water use factor for offices including medical/dental/and veterinary clinics of 0.00007 Acre Feet/Square Foot the proposed 20,306 square foot (16,210 listed as usable space) is estimated to require 1.422 Acre Feet per Year of water not including water to be used for landscaping. For the landscaping, a water efficient landscape worksheet was submitted along with a conceptual landscape plan for the proposed project (prepared by Anita Kane, Landscape Architect) according to the Maximum Applied Water Allowance (MAWA) calculations adopted by the Monterey Peninsula Water Management District (MPWMD) the landscaping would require approximately 174,941 gallons of water per year, which, when converted to Acre Feet per Year (AFY), is approximately 0.537 AFY. The total interior and exterior water use would be approximately 1.959 AFY (1.422 + 0.537) according to the established water calculation criteria of MPWMD. Each producer, that is a party to the adjudication, is prohibited from drawing more than their allocation from the aquifer. Producers must meter and report water uses to the Watermaster to ensure their allocated amounts are not exceeded.
- e) In determining the effect of the project on the groundwater aquifer, the adjudication describes a "De Minimis" Production by any person or entity less than five (5) acre feet per year is not likely to significantly contribute to a Material Injury to the Seaside Basin or any interest related to the Seaside Basin. The project will require an estimated total of 1.959 AFY and is within the legal Standard Production Allocation of Cal-Am.
- f) A Watermaster has been appointed to oversee the water use within the adjudicated area and to enforce the "Physical Solution" issued by the courts. The applicant will be responsible for obtaining all necessary clearances from the Water Master and the Monterey Peninsula Water Management District prior to connecting to the Bishop Ranch water system.
- g) The Physical Solution of the Seaside groundwater adjudication provides a plan to achieve a natural safe yield and maximize the beneficial use of the groundwater. This plan includes the use of water for the previously approved office park subdivision. The fact that the use of water for this project is in conformance with and accounted for as part of the adjudication provides evidence that there is a long-term sustainable water supply to serve this project.
- h) Adequate water quality is provided by the Bishop Ranch Water System that is owned and operated by Cal-Am. As a public utility, the water system is regulated by the Public Utilities Commission (PUC) and regularly tested by the Regional Water Quality Control Board. Treatment of ground water is currently provided to meet water quality standards in accordance State and local requirements.

8. **FINDING:** **APPEALABILITY** - The decision on this project may be appealed to the Board of Supervisors.
- EVIDENCE:** Discretionary decisions of the Monterey County Planning Commission

are appealable to the Board of Supervisors pursuant to Section 21.80.040.D of the Monterey County Zoning Ordinance (Title 21).

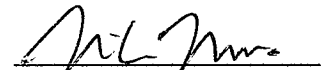
DECISION

NOW, THEREFORE, based on the above findings and evidence, the Planning Commission does hereby:

1. Consider the Addendum together with the Laguna Seca Office Park Final Environmental Impact Report; and
2. Approve Combined Development Permit consisting of: 1) a Use Permit and General Development Plan to allow the construction of a 20,306 square foot two-story professional office building with associated grading (approx. 3,850 cubic yards cut and 3,350 cubic yards fill), on Lot 5 of the Laguna Seca Office park subdivision; 2) A Use Permit to allow the removal of 43 Coast Live Oak trees; 3) An Administrative Permit to allow development in the Site Plan ("S") zoning district; and 4) A Design Approval, in general conformance with the attached sketch and subject to the attached conditions and General Development Plan, all being attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 29th day of August, 2012 upon motion of Commissioner Mendez, seconded by Commissioner Getzelman, by the following vote:

AYES: Vandever, Getzelman, Rochester, Roberts, Mendez, Diehl, Padilla
NOES: Brown, Salazar, Hert
ABSENT: None
ABSTAIN: None


Mike Novo, Secretary

COPY OF THIS DECISION MAILED TO APPLICANT ON SEP 13 2012

THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS.

IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK TO THE BOARD ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE SEP 24 2012

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

NOTES

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from the Monterey County Planning Department and Building Services Department office in Salinas.

2. This permit expires 3 years after the above date of granting thereof unless construction or use is started within this period.

Monterey County Planning Department

Conditions of Approval/Mitigation Monitoring Reporting Plan

PLN020332

1. PD001 - SPECIFIC USES ONLY

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: This Combined Development Permit and General Development Plan (PLN020332) allows construction of a 20,306 square foot two-story professional office building and parking areas, with associated grading (approx. 3,850 cubic yards cut and 3,350 cubic yards fill) on Lot 5 of the Laguna Seca Office park subdivision, and removal of 43 Coast Live Oak trees. The property is located at 24491 Citation Court (Assessor's Parcel Number 173-121-005-000), Greater Monterey Peninsula Area Plan. This permit was approved in accordance with County ordinances and land use regulations subject to the following terms and conditions. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of the RMA - Planning Department. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (RMA - Planning Department)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to conditions and uses specified in the permit on an ongoing basis unless otherwise stated.

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: The applicant shall record a Permit Approval Notice. This notice shall state:
"A Combined Development Permit (Resolution Number 12-035) was approved by the Planning Commission for Assessor's Parcel Number 173-121-005-000 on August 29, 2012. The permit was granted subject to 28 conditions of approval which run with the land. A copy of the permit is on file with the Monterey County RMA - Planning Department." Proof of recordation of this notice shall be furnished to the Director of the RMA - Planning Department prior to issuance of building permits or commencement of the use.
(RMA - Planning Department)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits or commencement of use, the Owner/Applicant shall provide proof of recordation of this notice to the RMA - Planning Department.

3. PD004 - INDEMNIFICATION AGREEMENT

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: The property owner agrees as a condition and in consideration of approval of this discretionary development permit that it will, pursuant to agreement and/or statutory provisions as applicable, including but not limited to Government Code Section 66474.9, defend, indemnify and hold harmless the County of Monterey or its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers or employees to attack, set aside, void or annul this approval, which action is brought within the time period provided for under law, including but not limited to, Government Code Section 66499.37, as applicable. The property owner will reimburse the County for any court costs and attorney's fees which the County may be required by a court to pay as a result of such action. The County may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his obligations under this condition. An agreement to this effect shall be recorded upon demand of County Counsel or concurrent with the issuance of building permits, use of property, filing of the final map, whichever occurs first and as applicable. The County shall promptly notify the property owner of any such claim, action or proceeding and the County shall cooperate fully in the defense thereof. If the County fails to promptly notify the property owner of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the property owner shall not thereafter be responsible to defend, indemnify or hold the County harmless.
(RMA - Planning Department)

Compliance or Monitoring Action to be Performed: Upon demand of County Counsel or concurrent with the issuance of building permits, use of the property, recording of the final/parcel map, whichever occurs first and as applicable, the Owner/Applicant shall submit a signed and notarized Indemnification Agreement to the Director of RMA-Planning Department for review and signature by the County.

Proof of recordation of the Indemnification Agreement, as outlined, shall be submitted to the RMA-Planning Department.

4. PD005 - FISH & GAME FEE NEG DEC/EIR

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: Pursuant to the State Public Resources Code Section 753.5, State Fish and Game Code, and California Code of Regulations, the applicant shall pay a fee, to be collected by the County, within five (5) working days of project approval. This fee shall be paid before the Notice of Determination is filed. If the fee is not paid within five (5) working days, the project shall not be operative, vested or final until the filing fees are paid.
(RMA - Planning Department)

Compliance or Monitoring Action to be Performed: Within five (5) working days of project approval, the Owner/Applicant shall submit a check, payable to the County of Monterey, to the Director of the RMA - Planning Department.

If the fee is not paid within five (5) working days, the applicant shall submit a check, payable to the County of Monterey, to the Director of the RMA - Planning Department prior to the recordation of the final/parcel map, the start of use, or the issuance of building permits or grading permits.

5. PD007- GRADING WINTER RESTRICTION

Responsible Department:	Planning Department
Condition/Mitigation Monitoring Measure:	No land clearing or grading shall occur on the subject parcel between October 15 and April 15 unless authorized by the Director of RMA - Building Services Department. (RMA - Planning Department and Building Services Department)
Compliance or Monitoring Action to be Performed:	The Owner/Applicant, on an on-going basis, shall obtain authorization from the Director of RMA - Building Services Department to conduct land clearing or grading between October 15 and April 15.

6. PD010 - EROSION CONTROL PLAN

Responsible Department:	Planning Department
Condition/Mitigation Monitoring Measure:	The approved development shall incorporate the recommendations of the Erosion Control Plan as reviewed by the Director of RMA - Planning and Director of Building Services. All cut and/or fill slopes exposed during the course of construction be covered, seeded, or otherwise treated to control erosion during the course of construction, subject to the approval of the Director of RMA - Planning and RMA - Building Services. The improvement and grading plans shall include an implementation schedule of measures for the prevention and control of erosion, siltation and dust during and immediately following construction and until erosion control planting becomes established. This program shall be approved by the Director of RMA - Planning and Director of RMA - Building Services. (RMA - Planning Department and RMA - Building Services Department)
Compliance or Monitoring Action to be Performed:	<p>Prior to the issuance of grading and building permits, the Owner/Applicant shall submit an Erosion Control Plan to the RMA - Planning Department and the RMA - Building Services Department for review and approval.</p> <p>The Owner/Applicant, on an on-going basis, shall comply with the recommendations of the Erosion Control Plan during the course of construction until project completion as approved by the Director of RMA - Planning and Director of RMA - Building Services.</p>

7. PD011 - TREE AND ROOT PROTECTION

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: Trees which are located close to construction site(s) shall be protected from inadvertent damage from construction equipment by fencing off the canopy driplines and/or critical root zones (whichever is greater) with protective materials, wrapping trunks with protective materials, avoiding fill of any type against the base of the trunks and avoiding an increase in soil depth at the feeding zone or drip-line of the retained trees. Said protection, approved by certified arborist, shall be demonstrated prior to issuance of building permits subject to the approval of RMA - Director of Planning. If there is any potential for damage, all work must stop in the area and a report, with mitigation measures, shall be submitted by certified arborist. Should any additional trees not included in this permit be harmed, during grading or construction activities, in such a way where removal is required, the owner/applicant shall obtain required permits. (RMA - Planning Department)

Compliance or Monitoring Action to be Performed: Prior to issuance of grading and/or building permits, the Owner/Applicant shall submit evidence of tree protection to the RMA - Planning Department for review and approval.

During construction, the Owner/Applicant/Arborist shall submit on-going evidence that tree protection measures are in place through out grading and construction phases. If damage is possible, submit an interim report prepared by a certified arborist.

Prior to final inspection, the Owner/Applicant shall submit photos of the trees on the property to the RMA-Planning Department after construction to document that tree protection has been successful or if follow-up remediation or additional permits are required.

8. PD012(E) - LANDSCAPE PLAN & MAINTENANCE (MPWMD-OTHER)

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: The site shall be landscaped. Prior to issuance of building permits, three (3) copies of a landscaping plan, in general conformance with the landscape plans submitted and reviewed as part of this permit, shall be submitted to the Director of the RMA-Planning Department. A landscape plan review fee is required for this project. Fees shall be paid at the time of landscape plan submittal. The landscaping plan shall be in sufficient detail to identify the location, species, and size of the proposed landscaping and shall include an irrigation plan. The landscaping shall be installed and inspected prior to occupancy. All landscaped areas and/or fences shall be continuously maintained by the applicant and all plant material shall be continuously maintained in a litter-free, weed-free, healthy, growing condition. (RMA - Planning Department)

Compliance or Monitoring Action to be Performed: Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall submit landscape plans and contractor's estimate to the RMA - Planning Department for review and approval. Landscaping plans shall include the recommendations from the Forest Management Plan or Biological Survey as applicable. All landscape plans shall be signed and stamped by licensed professional under the following statement, "I certify that this landscaping and irrigation plan complies with all Monterey County landscaping requirements including use of native, drought-tolerant, non-invasive species; limited turf; and low-flow, water conserving irrigation fixtures."

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall submit one (1) set landscape plans of approved by the RMA-Planning Department, a Maximum Applied Water Allowance (MAWA) calculation, and a completed "Non-Residential Water Release Form and Water Permit Application" to the Monterey County Water Resources Agency for review and approval.

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/ shall submit an approved water permit from the MPWMD to the RMA-Building Services Department.

Prior to occupancy, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall ensure that the landscaping shall be installed and inspected.

On an on-going basis, all landscaped areas and fences shall be continuously maintained by the Owner/Applicant; all plant material shall be continuously maintained in a litter-free, weed-free, healthy, growing condition.

9. PD014(A) - LIGHTING-EXTERIOR LIGHTING PLAN

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: All exterior lighting shall be unobtrusive, down-lit, harmonious with the local area, and constructed or located so that only the intended area is illuminated and off-site glare is fully controlled. The applicant shall submit three (3) copies of an exterior lighting plan, in general conformance with the lighting plans submitted and reviewed as part of this permit, which shall indicate the location, type, and wattage of all light fixtures and include catalog sheets for each fixture. The lighting shall comply with the requirements of the California Energy Code set forth in California Code of Regulations Title 24 Part 6. The exterior lighting plan shall be subject to approval by the Director of the RMA - Planning Department, prior to the issuance of building permits.
(RMA - Planning Department)

Compliance or Monitoring Action to be Performed: Prior to the issuance of building permits, the Owner/Applicant shall submit three copies of the lighting plans to the RMA - Planning Department for review and approval. Approved lighting plans shall be incorporated into final building plans.

Prior to occupancy and on an on-going basis, the Owner/Applicant shall ensure that the lighting is installed and maintained in accordance with the approved plan.

10. PD026 - BANNER, FLAGS, PENNANTS

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: There shall be no flags, banners, pennants or other attention-getting devices, other than approved signs, on the property.
(RMA - Planning Department)

Compliance or Monitoring Action to be Performed: Prior to commencement of use, the Owner/Applicant shall submit evidence which demonstrates that there are no flags, banners, pennants, or other attention-getting devices, other than approved signs, on the property.

On an on-going basis, the Owner/Applicant shall keep the property free of flags, banners, pennants, or other attention-getting devices, and only maintain approved signs on the property.

11. PD032(A) - PERMIT EXPIRATION

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: The permit shall be granted for a time period of 3 years, to expire on August 29, 2015 unless use of the property or actual construction has begun within this period. (RMA-Planning Department)

Compliance or Monitoring Action to be Performed: Prior to the expiration date stated in the condition, the Owner/Applicant shall obtain a valid grading or building permit and/or commence the authorized use to the satisfaction of the Director of Planning. Any request for extension must be received by the Planning Department at least 30 days prior to the expiration date.

12. PD050 - RAPTOR/MIGRATORY BIRD NESTING

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: For any tree removal activity that occurs during the typical bird nesting season (February 22-August 1), the County of Monterey shall require that the project applicant retain a County qualified biologist to perform a nest survey in order to determine if any active raptor or migratory bird nests occur within the project site or within 300 feet of proposed tree removal activity. During the typical nesting season, the survey shall be conducted no more than 30 days prior to ground disturbance or tree removal. If nesting birds are found on the project site, an appropriate buffer plan shall be established by the project biologist.

Compliance or Monitoring Action to be Performed: No more than 30 days prior to ground disturbance or tree removal, the Owner/Applicant/Tree Removal Contractor shall submit to the RMA-Planning Department a nest survey prepared by a County qualified biologist to determine if any active raptor or migratory bird nests occur within the project site or immediate vicinity.

13. PDSP001 - MBUAPCD RECOMMENDED MEASURES

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: The applicant/owner shall implement best available control measures to reduce airborne particulate matter during all phases of construction, as recommended by the Monterey Bay Unified Air Pollution Control District (MBUAPCD) and in accordance with Policy OS-10.9 of the Monterey County General Plan. Prior to issuance of a Construction Permit, the applicant shall prepare and submit an Air Pollution Control Program to the RMA-Planning Department for review and approval, including all or part of the following measures:

- Minimize the use of diesel-powered equipment to the maximum extent feasible;
- Use alternative fuels (e.g. bio-diesel) where feasible;
- Where diesel equipment use is necessary, the equipment should be year 2003, or newer, and/or equipped with particulate matter filters. All diesel powered equipment must have up-to-date emission control labels; and Diesel powered equipment shall not be left idling.

Compliance or Monitoring Action to be Performed: 1) Prior to issuance of grading or building permits, the applicant/owner/contractor shall submit an Air Pollution Control Plan, that may be combined with an overall Construction Management Plan, to the RMA-Planning Department for review and approval that includes a list of the heavy equipment to be used during construction including year, make, and model with photos showing up-to-date emission control labels (where applicable) and a list of Best Management Practices to be implemented to minimize diesel exhaust during construction.

2) Prior to final grading or building inspection, the applicant/owner/contractor shall submit a description, to the RMA-Planning Department for review and approval, demonstrating how the Best Management Practices were implemented during construction.

14. PDSP002 - BIOLOGICAL MONITOR

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: Prior to construction activities, the owner/applicant shall retain a qualified biologist to monitor construction. The biological monitor shall conduct an Employee Education Program for the construction crew and shall be onsite during initial grading and vegetation removal activities to protect any special-status species encountered. The qualified biologist shall identify and explain the necessary precautions during the Employee Education Program to ensure there are no impacts to listed animal species. These methods could include, but are not limited to, stopping work in the area where the animal is encountered until it has moved, on its own outside the project site, or to stop work until appropriate authorization from US Fish & Wildlife and/or the Department of Fish and Game is secured to continue work at the site.

Compliance or Monitoring Action to be Performed:

- 1) Prior to removal of any vegetation, the biologist shall submit evidence to the RMA-Planning Department demonstrating that the Employee Education Program was conducted according to Condition 4.1
- 2) Prior to foundation/footing building inspection approval, the project biologist shall submit evidence, to the RMA-Planning Department that the biological monitoring has occurred according to the requirements of Mitigation Measure 4.1. The evidence shall include a description of any protected species encountered and what actions were taken to remain in compliance with the Condition and the State and Federal endangered species acts

15. PDSP003 - TREE REPLACEMENT

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: Oak trees removed for construction shall be replaced at a 1:1 ratio. Due to the potential for overcrowding at the project site, a maximum of twenty (20) Coast Live Oak trees shall be planted at the project site and at least 23 Coast Live Oak trees shall be planted within the open space parcels of the Laguna Seca Office Park.

Compliance or Monitoring Action to be Performed:

- 1) Prior to final building inspection for the proposed office building, the applicant/owner shall submit receipts, and photographic evidence, demonstrating that at least 20 Coast Live oak trees have been planted at the site and that at least 23 Coast Live Oak trees have been planted on Parcel A and/or Parcel B (open space parcels) of the Laguna Seca Subdivision.
- 2) One year following planting of the replacement trees, the owner shall have the trees inspected by a qualified arborist. At that time any trees that have died or are in poor condition in the judgment of the arborist, shall be replaced. The arborist shall prepare a report describing the condition of the replacement trees for review and approval to the RMA-Planning Department.

16. PDSP004 - CONSTRUCTION HOURS OF OPERATION

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: The applicant/owner/contractor shall prepare and submit a Construction Activities Schedule and Management Plan identifying all phases of the project, and all related construction activities and their timing to the RMA-Planning Department for review and approval. This Plan may be combined with an overall Construction Management Plan. The Plan shall include the entire development process and shall address all pertaining aspects including specific hours of operation, muffling of internal combustion engines and other factors which affect construction noise. This plan shall include at least the following measures: 1) Limit loud construction activities and the use of heavy equipment such as bulldozers, heavy trucks, backhoes and pneumatic tools to the hours of 3:00 pm to 7:00 pm on weekdays while school is in session, and from 7:00 am to 7:00 pm on non-school days and Saturdays. 2) Ensure that construction equipment is properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers recommendations. 3) When not in use, motorized construction equipment should not be left idling; and 4) Establish a contact person and notify adjacent property owners and users as to the contact person and complaint solution process.

Compliance or Monitoring Action to be Performed:

- 1) Prior to the issuance of grading or building permits, the applicant shall prepare and submit a Construction Activities Schedule and Management Plan identifying all phases of the project, and all related construction activities and their timing to the RMA-Planning Department for review and approval.
- 2) Prior to final building inspection, the applicant/owner/contractor shall submit a report, to the RMA-Planning Department for review and approval, describing how the measures contained in the Construction Management Plan were implemented and describing all steps taken to comply with this condition and to address any complaints received.

17. PWSP001 - CONSTRUCTION MANAGEMENT PLAN

Responsible Department: Public Works Department

Condition/Mitigation Monitoring Measure: The applicant shall submit a Construction Management Plan (CMP) to the RMA-Planning Department and the Department of Public Works for review and approval. The CMP shall include measures to minimize traffic, noise, and air quality impacts during the construction/grading phase of the project and shall provide the following information at a minimum: Duration of construction, hours of operation (consistent with the hours of operation condition), an estimate of the number of truck trips that will be generated, truck routes, number of construction workers, parking areas for both equipment and workers, best-available control measures (consistent with the MBUAPCD condition), and locations of truck staging areas. Approved measures included in the CMP shall be implemented by the applicant during the construction/grading phase of the project.

Compliance or Monitoring Action to be Performed: Prior to issuance of Grading or Building Permits, the owner/applicant/contractor shall prepare a CMP and shall submit the CMP to the RMA-Planning Department and the Department of Public Works for review and approval.

The owner/applicant/contractor shall implement the approved CMP measures during the construction/grading phase of the project.

18. WR010 - COMPLETION CERTIFICATION

Responsible Department: Water Resources Agency

Condition/Mitigation Monitoring Measure: The applicant shall provide certification from a registered civil engineer or licensed contractor that stormwater detention/retention facilities have been constructed in accordance with the approved drainage plan. (Water Resources Agency)

Compliance or Monitoring Action to be Performed: Prior to final inspection, the owner/applicant shall submit a letter to the Water Resources Agency prepared by a registered civil engineer or licensed contractor.

19. WR049 - WATER AVAILABILITY CERTIFICATION

Responsible Department: Water Resources Agency

Condition/Mitigation Monitoring Measure: The applicant shall provide the Monterey County Water Resources Agency proof of water availability in the form of a complete Monterey Peninsula Water Management District Water Release Form. (Water Resources Agency)

Compliance or Monitoring Action to be Performed: Prior to issuance of any construction permit, the owner/applicant shall submit a Water Release Form to the Water Resources Agency for review and approval.

A copy of the Water Release Form can be obtained at the Monterey Peninsula Water Management District, the Water Resources Agency, or online at:
www.mcwra.co.monterey.ca.us.

20. WRSP1 - STORMWATER DETENTION (NON-STANDARD CONDITION)

Responsible Department: Water Resources Agency

Condition/Mitigation Monitoring Measure: The applicant shall provide a drainage plan, prepared by a registered civil engineer, addressing on-site and off-site impacts. The plan shall include detention facilities to mitigate the impact of impervious surface stormwater runoff. Supporting calculations and construction details shall also be provided. Drainage improvements shall be constructed in accordance with plans approved by the Water Resources Agency. (Water Resources Agency)

Compliance or Monitoring Action to be Performed: Prior to issuance of any construction permit, the owner/applicant shall submit a drainage plan with the construction permit application.

The Building Services Department will route a plan set to the Water Resources Agency for review and approval.

21. FIRE002 - ROADWAY ENGINEERING

Responsible Department: Fire

Condition/Mitigation Monitoring Measure: The grade for all roads shall not exceed 15 percent. Where road grades exceed 8 percent, a minimum structural roadway surface of 0.17 feet of asphaltic concrete on 0.34 feet of aggregate base shall be required. The length of vertical curves in roadways, exclusive of gutters, ditches and drainage structures designed to hold or divert water, shall not be less than 100 feet. No roadway turn shall have a horizontal inside radius of less than 50 feet. A roadway turn radius of 50 to 100 feet is required to have an additional 4 feet of roadway surface. A roadway turn radius of 100 to 200 feet is required to have an additional 2 feet of roadway surface. Roadway turnarounds shall be required on dead-end roads in excess of 150 feet of surface length. The minimum turning radius for a turnaround shall be 40 feet from the center line of the road. If a hammerhead/T is used, the top of the "T" shall be a minimum of 60 feet in length. (Monterey County Regional Fire District)

Compliance or Monitoring Action to be Performed:

- 1) Prior to issuance of grading and/or building permits, the applicant or owner shall incorporate the specification of the roadway into design and print the text of this condition as "Fire Dept. Notes" on improvement plans.
- 2) Prior to requesting a final building inspection, the applicant or owner shall complete the installation of roadway improvements and obtain fire department approval the final fire inspection.

22. FIRE011 - ADDRESSES FOR BUILDINGS

Responsible Department: Fire

Condition/Mitigation Monitoring Measure: All buildings shall be issued an address in accordance with Monterey County Ordinance No. 1241. Each occupancy, except accessory buildings, shall have its own permanently posted address. When multiple occupancies exist within a single building, each individual occupancy shall be separately identified by its own address. Letters, numbers and symbols for addresses shall be a minimum of 4-inch height, 1/2-inch stroke, contrasting with the background color of the sign, and shall be Arabic. The sign and numbers shall be reflective and made of a noncombustible material. Address signs shall be placed at each driveway entrance and at each driveway split. Address signs shall be visible and legible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter. Address signs along one-way roads shall be visible from both directions of travel. Where multiple addresses are required at a single driveway, they shall be mounted on a single sign. Where a roadway provides access solely to a single commercial occupancy, the address sign shall be placed at the nearest road intersection providing access to that site. Permanent address numbers shall be posted prior to requesting final clearance. (Monterey County Regional Fire District)

Compliance or Monitoring Action to be Performed:

- 1) Prior to issuance of building permit, the applicant or owner shall incorporate specification into design and print the text of this condition as "Fire Dept. Notes" on plans.
- 2) Prior to requesting a final building inspection, the applicant or owner shall install the required address signage and shall obtain fire department approval of the fire department final inspection.

23. FIRE026 - ROOF CONSTRUCTION (STANDARD)

Responsible Department: Fire

Condition/Mitigation Monitoring Measure: All new structures, and all existing structures receiving new roofing over 50 percent or more of the existing roof surface within a one-year period, shall require a minimum of ICBO Class B roof construction. (Monterey County Regional Fire District)

Compliance or Monitoring Action to be Performed: 1) Prior to issuance of building permit, the applicant or owner shall print the text of this condition as "Fire Dept. Notes" on construction plans.

24. FIRES001 - ROAD ACCESS (NON-STANDARD)

Responsible Department: Fire

Condition/Mitigation Monitoring Measure: FIRES001 - ROAD ACCESS (NON-STANDARD CONDITION)
Access roads shall be required for every building when any portion of the exterior wall of the first story is located more than 150 feet from fire department access. All roads shall be constructed to provide a minimum width of 20 feet with an unobstructed vertical clearance of not less than 15 feet. The roadway surface shall provide unobstructed access to conventional drive vehicles including sedans and fire apparatus and shall be an all-weather surface designed to support the imposed load of fire apparatus (22 tons). Each road shall have an approved name. (Monterey County Regional Fire District)

Compliance or Monitoring Action to be Performed: 1) Prior to issuance of grading and/or building permit, the applicant or owner shall incorporate the roadway specification into the project design and print the text of this condition as "Fire Dept. Notes" on the plans.

2) Prior to requesting a final building inspection the applicant or owner shall complete the roadway improvements and obtain fire department approval of the final fire inspection.

25. FIRES002 - FIRE PROTECTION EQUIPMENT & SYSTEMS - FIRE SPRINKLER SYSTEM (NON-STANDARD)

Responsible Department: Fire

Condition/Mitigation Monitoring Measure: FIRES002 - FIRE PROTECTION EQUIPMENT & SYSTEMS - FIRE SPRINKLER SYSTEM (NON-STANDARD CONDITION)
Any building having a total floor area greater than 500 square feet shall be fully protected with automatic fire sprinkler system(s). Installation shall be in accordance with the applicable NFPA standard. A minimum of four (4) sets of plans for fire sprinkler systems must be submitted to the fire district by a California licensed C-16 contractor and approved prior by the fire district to installation. This requirement is not intended to delay issuance of a building permit. A rough sprinkler inspection must be scheduled by the installing contractor and approved prior to requesting a framing inspection. (Monterey County Regional Fire District)

Compliance or Monitoring Action to be Performed: 1) Prior to issuance of building permit, the applicant or owner shall print the text of this condition as "Fire Dept. Notes" on the construction plans.

2) Prior to requesting a framing inspection, the applicant or owner shall obtain fire department approval of the rough fire sprinkler inspection.

3) Prior to requesting a final building inspection, the applicant or owner shall obtain fire department approval of a final fire sprinkler inspection.

26. FIRESPO3 - NON-STANDARD CONDITION - FIRE ALARM SYSTEM - (COMMERCIAL)

Responsible Department: Fire

Condition/Mitigation Monitoring Measure: FIRESPO3 - FIRE ALARM SYSTEM - (COMMERCIAL) [NON-STANDARD CONDITION]
Any fire sprinkler system with 20 or more fire sprinklers shall be monitored by a station, proprietary station, or remote station automatic fire alarm system as defined by NFPA Standard 72. A fire alarm system shall be provided with audible and visual notification devices in any building with a fire sprinkler system containing more than 100 sprinklers or with more than one tenant space. Plans and specifications for the fire alarm system shall be submitted by a California licensed C-10 contractor and approved prior to requesting a rough sprinkler or framing inspection. (Monterey County Regional Fire District)

Compliance or Monitoring Action to be Performed:

- 1) Prior to issuance of building permit, the applicant or owner shall print the text of this condition as "Fire Dept. Notes" on the construction plans.
- 2) Prior to requesting a framing inspection, the applicant or owner shall obtain fire department approval of the fire alarm system plans.
- 3) Prior to requesting a final building inspection, the applicant or owner shall obtain fire department approval the fire alarm acceptance test and the final fire inspection.

27. FIRESPO4 - NON-STANDARD CONDITION - EMERGENCY ACCESS KEYBOX

Responsible Department: Fire

Condition/Mitigation Monitoring Measure: FIRESPO4 - EMERGENCY ACCESS KEYBOX (NON-STANDARD CONDITION)
Emergency access key box ("Knox Box") shall be installed and maintained. The type and location shall be approved by the fire department. The fire department shall be notified when locks are changed so that the emergency access key box can be maintained with current keys. (Monterey County Regional Fire District)

Compliance or Monitoring Action to be Performed:

- 1) Prior to issuance of building permit, the applicant or owner shall print the text of this condition as "Fire Dept. Notes" on the construction plans.
- 2) Prior to requesting a final building inspection, the applicant or owner shall install the applicable emergency access device and shall obtain fire department approval of the final fire inspection.

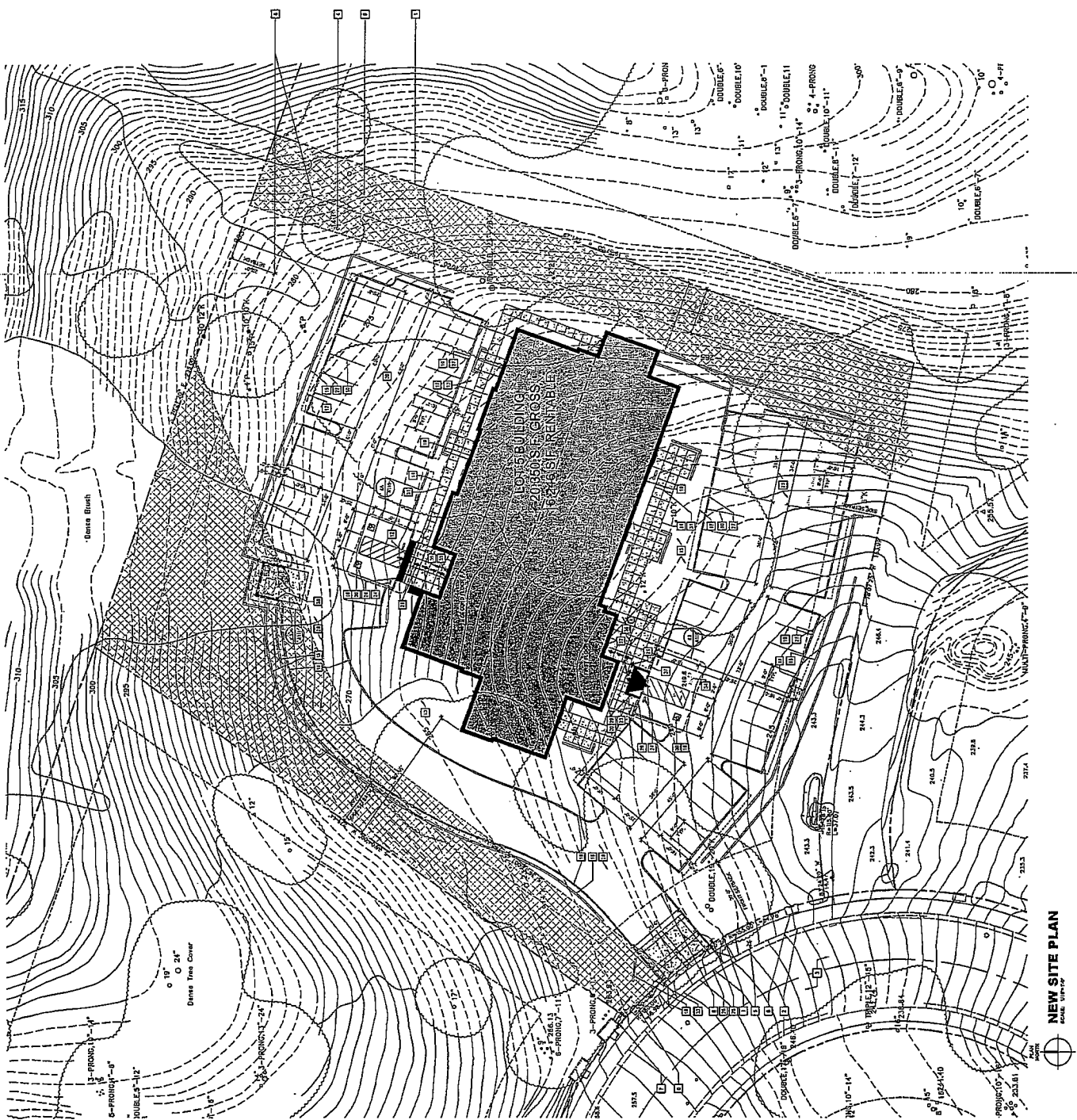
28. FIRESPO5 - NON-STANDARD CONDITION - PORTABLE FIRE EXTINGUISHERS

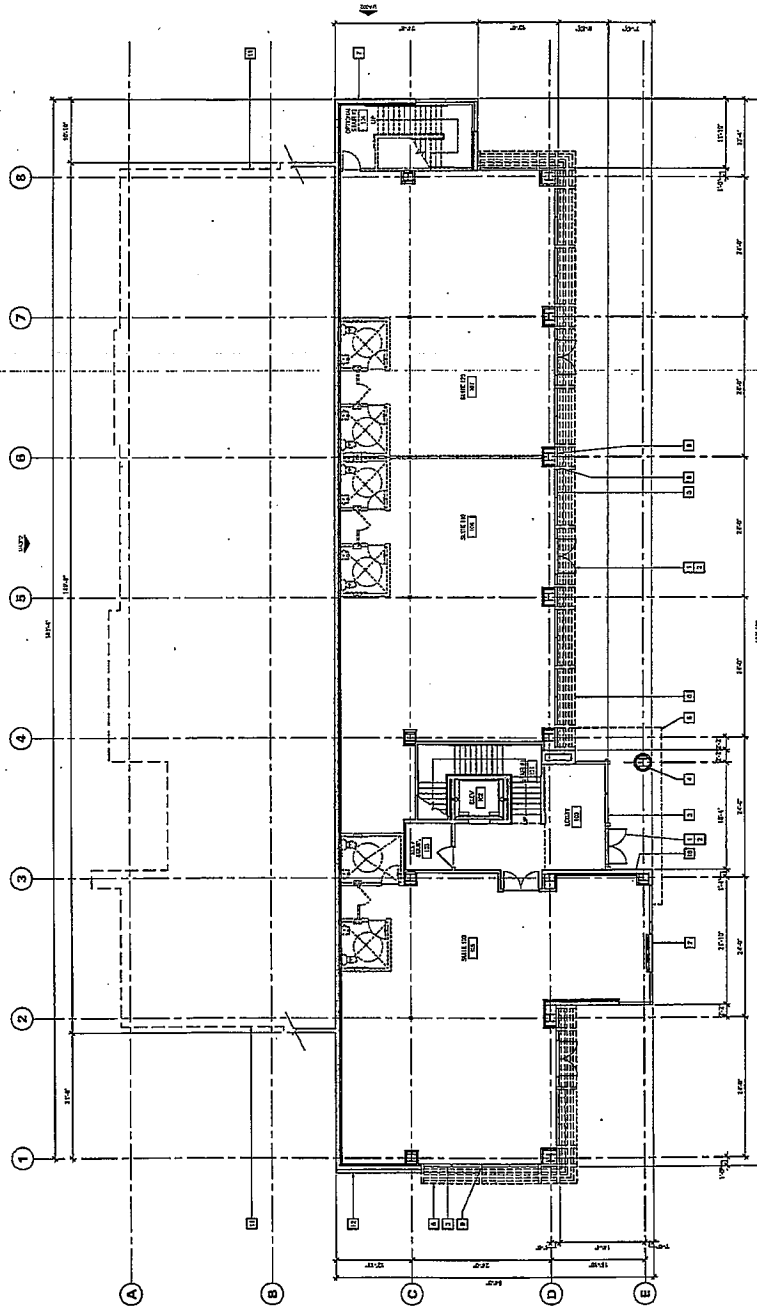
Responsible Department: Fire

Condition/Mitigation Monitoring Measure: FIRESPO5 - PORTABLE FIRE EXTINGUISHERS (NON-STANDARD CONDITION)
Portable fire extinguishers shall be installed and maintained in accordance with California Fire Code Chapter 9 and Title 19 California Code of Regulations. (Monterey County Regional Fire District)

Compliance or Monitoring Action to be Performed:

- 1) Prior to issuance of building permit, the applicant or owner shall print the text of this condition as "Fire Dept. Notes" on the construction plans.
- 2) Prior to requesting a final building inspection, the applicant or ownershall install the applicable portable fire extinguisher(s) and shall obtain fire department approval of the final fire inspection.



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PLAN NORTH
TRUE NORTH

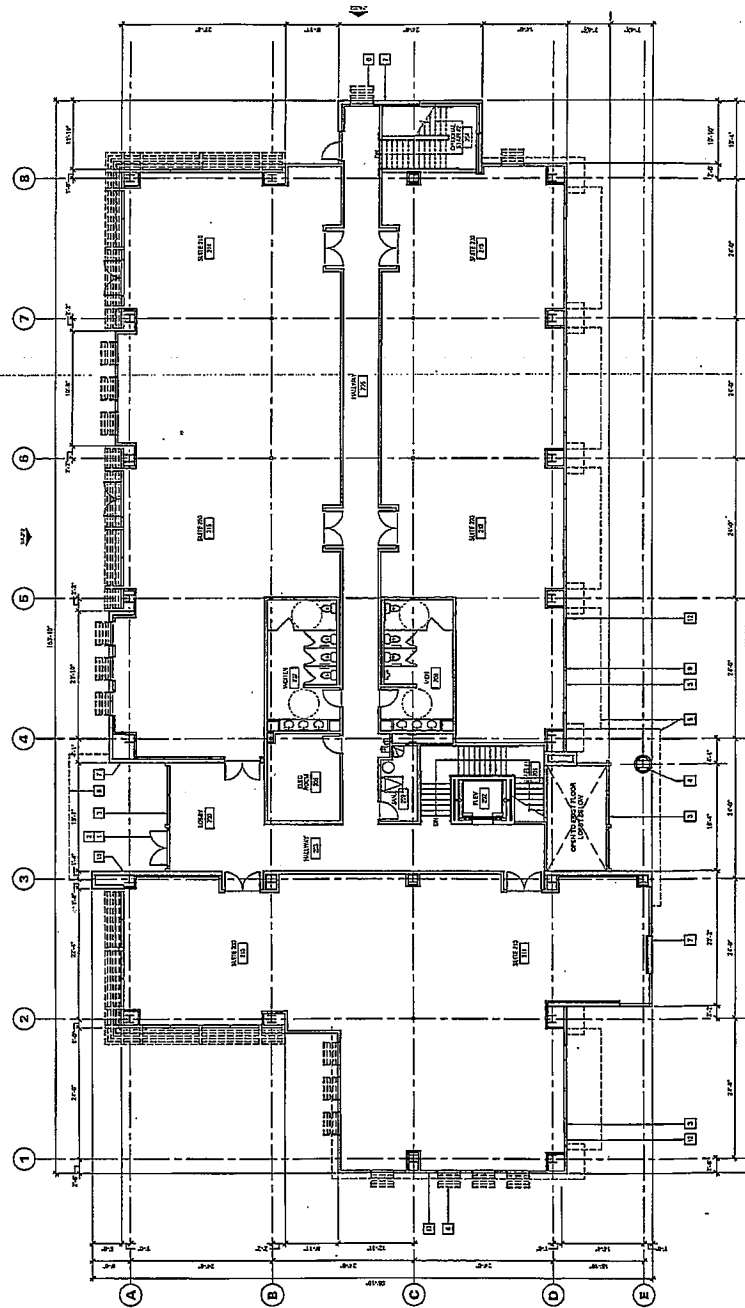
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APR. NO. 173-121-005

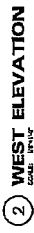
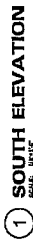
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PROJECT APPLICATION:	11088.01

PROJECT NO. _____
 SHEET NO. _____
 SECOND FLOOR PLAN
 DATE/SCALE _____

FILE NAME: A202



SECOND FLOOR PLAN



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LOT 5
LAGUNA SECA OFFICE PARK

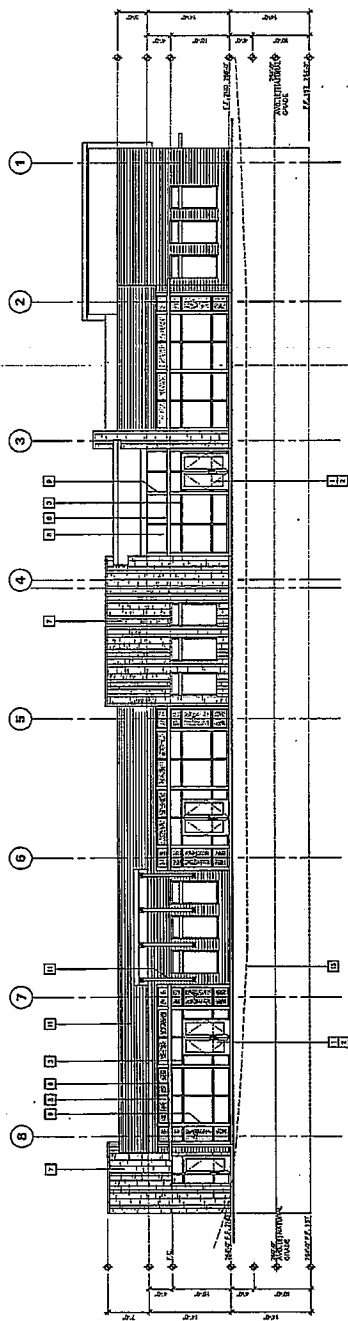
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KEY NOTES

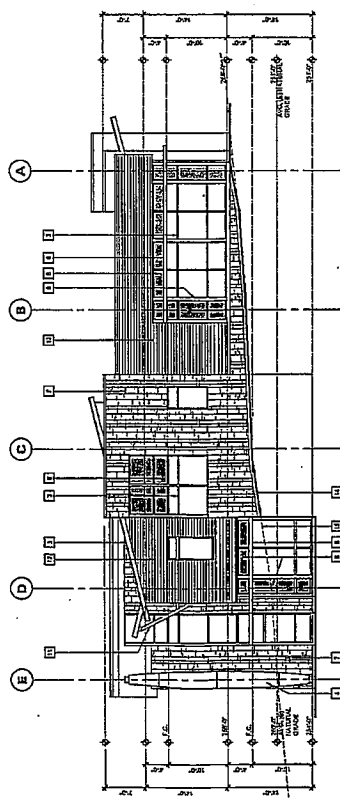
ONLY USE THESE TAGS: **h1**, **h2**, **h3**, **h4**, **h5**, **h6**, **h7**, **h8**, **h9**, **h10**, **h11**, **h12**, **h13**, **h14**, **h15**, **h16**, **h17**, **h18**, **h19**, **h20**, **h21**, **h22**, **h23**, **h24**, **h25**, **h26**, **h27**, **h28**, **h29**, **h30**, **h31**, **h32**, **h33**, **h34**, **h35**, **h36**, **h37**, **h38**, **h39**, **h40**, **h41**, **h42**, **h43**, **h44**, **h45**, **h46**, **h47**, **h48**, **h49**, **h50**, **h51**, **h52**, **h53**, **h54**, **h55**, **h56**, **h57**, **h58**, **h59**, **h60**, **h61**, **h62**, **h63**, **h64**, **h65**, **h66**, **h67**, **h68**, **h69**, **h70**, **h71**, **h72**, **h73**, **h74**, **h75**, **h76**, **h77**, **h78**, **h79**, **h80**, **h81**, **h82**, **h83**, **h84**, **h85**, **h86**, **h87**, **h88**, **h89**, **h90**, **h91**, **h92**, **h93**, **h94**, **h95**, **h96**, **h97**, **h98**, **h99**, **h100**, **h101**, **h102**, **h103**, **h104**, **h105**, **h106**, **h107**, **h108**, **h109**, **h110**, **h111**, **h112**, **h113**, **h114**, **h115**, **h116**, **h117**, **h118**, **h119**, **h120**, **h121**, **h122**, **h123**, **h124**, **h125**, **h126**, **h127**, **h128**, **h129**, **h130**, **h131**, **h132**, **h133**, **h134**, **h135**, **h136**, **h137**, **h138**, **h139**, **h140**, **h141**, **h142**, **h143**, **h144**, **h145**, **h146**, **h147**, **h148**, **h149**, **h150**, **h151**, **h152**, **h153**, **h154**, **h155**, **h156**, **h157**, **h158**, **h159**, **h160**, **h161**, **h162**, **h163**, **h164**, **h165**, **h166**, **h167**, **h168**, **h169**, **h170**, **h171**, **h172**, **h173**, **h174**, **h175**, **h176**, **h177**, **h178**, **h179**, **h180**, **h181**, **h182**, **h183**, **h184**, **h185**, **h186**, **h187**, **h188**, **h189**, **h190**, **h191**, **h192**, **h193**, **h194**, **h195**, **h196**, **h197**, **h198**, **h199**, **h200**, **h201**, **h202**, **h203**, **h204**, **h205**, **h206**, **h207**, **h208**, **h209**, **h210**, **h211**, **h212**, **h213**, **h214**, **h215**, **h216**, **h217**, **h218**, **h219**, **h220**, **h221**, **h222**, **h223**, **h224**, **h225**, **h226**, **h227**, **h228**, **h229**, **h230**, **h231**, **h232**, **h233**, **h234**, **h235**, **h236**, **h237**, **h238**, **h239**, **h240**, **h241**, **h242**, **h243**, **h244**, **h245**, **h246**, **h247**, **h248**, **h249**, **h250**, **h251**, **h252**, **h253**, **h254**, **h255**, **h256**, **h257**, **h258**, **h259**, **h260**, **h261**, **h262**, **h263**, **h264**, **h265**, **h266**, **h267**, **h268**, **h269**, **h270**, **h271**, **h272**, **h273**, **h274**, **h275**, **h276**, **h277**, **h278**, **h279**, **h280**, **h281**, **h282**, **h283**, **h284**, **h285**, **h286**, **h287**, **h288**, **h289**, **h290**, **h291**, **h292**, **h293**, **h294**, **h295**, **h296**, **h297**, **h298**, **h299**, **h300**, **h301**, **h302**, **h303**, **h304**, **h305**, **h306**, **h307**, **h308**, **h309**, **h310**, **h311**, **h312**, **h313**, **h314**, **h315**, **h316**, **h317**, **h318**, **h319**, **h320**, **h321**, **h322**, **h323**, **h324**, **h325**, **h326**, **h327**, **h328**, **h329**, **h330**, **h331**, **h332**, **h333**, **h334**, **h335**, **h336**, **h337**, **h338**, **h339**, **h340**, **h341**, **h342**, **h343**, **h344**, **h345**, **h346**, **h347**, **h348**, **h349**, **h350**, **h351**, **h352**, **h353**, **h354**, **h355**, **h356**, **h357**, **h358**, **h359**, **h360**, **h361**, **h362**, **h363**, **h364**, **h365**, **h366**, **h367**, **h368**, **h369**, **h370**, **h371**, **h372**, **h373**, **h374**, **h375**, **h376**, **h377**, **h378**, **h379**, **h380**, **h381**, **h382**, **h383**, **h384**, **h385**, **h386**, **h387**, **h388**, **h389**, **h390**, **h391**, **h392**, **h393**, **h394**, **h395**, **h396**, **h397**, **h398**, **h399**, **h400**, **h401**, **h402**, **h403**, **h404**, **h405**, **h406**, **h407**, **h408**, **h409**, **h410**, **h411**, **h412**, **h413**, **h414**, **h415**, **h416**, **h417**, **h418**, **h419**, **h42**

- [illegible]

EXTERIOR FINISH SCHEDULE

[illegible]

1 NORTH ELEVATION
SCALE: 1/4"=1'-0"



2 EAST ELEVATION

General Development Plan
for the McIntosh property,
located at 24491 Citation Court, Monterey.

County Planning File Number PLN020332.

Uses

- Visitor serving/professional office uses including but not limited to professional private/corporate offices, government offices, and medical offices.
- Other uses of similar character, density and intensity.

Description of Proposed Site Improvements

- Refer to Plans submitted for the development contained in File No. PLN020332
- Parking Areas
 - Per Key Note #34 on New Site Plan Sheet A101, a dedicated loading space is provided on site.
 - A designated carpool space will be provided immediately adjacent (east) to the dedicated loading space identified by Key Note #34 on New Site Plan Sheet A101.
- Exterior Lighting
 - Sheet E1.1 Electrical Site Plan has been added to the submittal set of plans.
 - Sheet E1.2 Photometric Site Plan has been added to the submittal set of plans.
 - Sheet E3.1 Electrical Details and Specifications has been added to the submittal set of plans.
 - Sheet E5.1 Electrical Title 24 has been added to the submittal set of plans.

Sign Program

- Defer the sign program for the development. A signage program will be prepared and submitted as a separate permit.

Proposed Number of Employees:

- There are no tenants scheduled/committed to be in the building.

Operations

Hours of Operation:

Delivery Hours:

- There are no businesses scheduled to occupy building. Hours of operation will be generally from 7am to 6pm but alternate schedules are encouraged to minimize A.M. and P.M. peak traffic congestion. Deliveries are expected to primarily occur between 9am to 4pm with deliveries between 7am to 9am and 4pm to 6pm avoided whenever possible.

**Before the Planning Commission
in and for the County of Monterey, State of California**

In the matter of the application of:

MCINTOSH LEONARD H TR (LAGUNA SECA OFFICE PARK) [PLN170765]

RESOLUTION NO. 20-032

Resolution by the Planning Commission to:

- 1) Consider an Addendum together with the Laguna Seca Office Park (LSOP) Final Environmental Impact Report (FEIR) in accordance with CEQA Guidelines Section 15164;
- 2) Approve a General Development Plan (GDP) that covers LSOP lots for which the owner has provided written agreement to the GDP [Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 (Units 103 & 104) and 19 (Unit 002)] that allows residential and/or nonresidential uses on any single lot such that the cumulative total of residential square footage across the lots covered by this GDP, does not exceed the cumulative total commercial square footage; and
- 3) Amend a Combined Development Permit (PLN020332, PC Resolution No. 12-035) to allow construction of a 22,137 square foot two-story 15-unit residential apartment building on Lot 5, instead of a 20,306 square foot two-story professional office building on Lot 5 of the LSOP.

[PLN170765, MCINTOSH LEONARD H TR (LAGUNA SECA OFFICE PARK - LOT 5), Laguna Seca Office Park [Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 (Units 103 & 104) and 19 (Unit 002)] and 24491 Citation Court (Lot 5), Monterey, Greater Monterey Peninsula Area Plan (APNs: 173-121-002, 173-121-003, 173-121-004, 173-121-005 (Lot 5), 173-121-023, & 173-121-026, 173-121-009, 173-121-011, 173-121-015, 173-121-016, 173-123-001, 173-123-003, 173-123-006, & 173-124-001]

The McIntosh application (PLN170765) for a Use Permit, subject to approval of a General Development Plan, and Amendment, came on for public hearing before the Monterey County Planning Commission on 30 September 2020. Having considered all the written and documentary evidence, the administrative record, the staff report, and other evidence presented, the Planning Commission finds and decides as follows:

FINDINGS

1. **FINDING:** **CONSISTENCY** – The project, as conditioned, is consistent with the applicable plans and policies which designate this area as appropriate for development.
EVIDENCE: a) During the course of review of this application, the project has been reviewed for consistency with the text, policies, and regulations in the:
 - *2010 Monterey County General Plan;*

- Greater Monterey Peninsula Area Plan; and
- Monterey County Zoning Ordinance (Title 21)

No conflicts were found to exist. Communications received during review of the project have been considered.

- b) Nineteen properties are located at Laguna Seca Office Park (LSOP), and the 1.924-acre Lot 5 is located at 24491 Citation Court, Monterey [Assessor's Parcel Numbers: 173-121-002, 173-121-003, 173-121-004, 173-121-005 (Lot 5), 173-121-023, & 173-121-026, 173-121-009, 173-121-011, 173-121-015, 173-121-016, 173-123-001, 173-123-003, 173-123-006, & 173-124-001], Greater Monterey Peninsula Area Plan, zoned "VO-B-6-UR-D-S" (Visitor Serving/Professional Office with Building Site, Urban Reserve, Design Control, and Site Plan Review Overlays). Residential use is allowed within the VO zone provided the gross square footage of the residential use does not exceed the gross square footage of the commercial use, and subject to review and approval of a Use Permit (Section 21.22.060 of Title 21). A General Development Plan (GDP) is required if there is no prior approved GDP in the VO zone and a qualifying factor is applicable (Section 21.22.030 of Title 21). The LSOP was approved in 1983 prior to this requirement. Therefore, a GDP for the LSOP does not exist and development of each parcel in the LSOP has been required to propose a GDP as part of each project application.

Compliance with Section 21.22.060 of Title 21 is as follows:

- Lots 9, 11, 15, & 16, and portions of Lots 10 (Units 103 & 104) and 19 (Unit 002) are currently developed with a total of 61,578 square feet of commercial space. Lots 2 through 7 are undeveloped vacant lots. None of the currently developed Lots include residential use. Therefore, the LSOP GDP applies residential use, as allowed cumulatively throughout Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 and 19, to be incorporated across the property for which owners agreed to this GDP.
- To date, there has been 61,578 square feet of commercial buildout and 41,577 square feet of approved commercial construction over Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 & 19 for a total of 103,155 square feet commercial use. The GDP proposes residential buildout of 97,968 square feet. Therefore, the residential gross square footage would not exceed the gross square footage of commercial development in the LSOP nor would exceed 260,000 square feet total of combined residential/non-residential development as contemplated in the LSOP FEIR.
- Lots 1 and 8-19 are developed entirely with commercial/office use (152,978 square feet total) and no residential use. Thus far, the GDP reflects written permission from property owners within the office park for 82,849 square feet of residential potential. If the amendment to the permit on Lot 5 is approved, 22,137 square feet will be deducted from the 82,849 square feet for a remaining 60,712 square feet of residential development potential. This 60,712 square feet may be still be increased by 47,310 square feet to

- stay within the 107,022 square feet threshold of residential development throughout the LSOP, subject to obtaining written permission from additional property owners.
- c) An Environmental Impact Report (EIR) prepared for the Laguna Seca Office Park contained a buildout assumption of 260,000 square feet of commercial space. As such, the General Development Plan (Attachment 1) is limited to a total square footage (commercial or residential) of 260,000 square feet. The amount of residential square footage allowed is also not permitted to exceed the total commercial square footage existing and proposed over Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 (Units 103 & 104) and 19 (Unit 002), currently 103,155 square feet. Given these parameters, there shall be no more 103,155 square feet of residential development over Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 and 19. The proposed GDP reflects this limit. Further, the GDP reflects the ability of Lots 1, 8, 12, 13, 14, 17, 18, and portions of 10 & 19 to pursue adding residential square footage to the existing commercial square footage (Owners of these lots have not given written agreement for a transfer of residential potential), while owners of Lots 2-7, 9, 11, 15, 16, and portions of 10 & 19 have provided written authorization to transfer residential development potential as outlined in the GDP. Agreement with the GDP signifies a parcel owner gives over potential residential development square footage on said parcel to the pool of residential square footage that would be allowed over Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 & 19. The attached General Development Plan respects the will of each property owner in the office park with respect to the potential for future residential use and allows for additional transfer of residential potential with written permission in the future.
 - d) The office park is subject to a B-6 Zoning overlay (Section 21.42.030.F of Title 21) that prohibits further subdivision of any lot in the LSOP and the project does not propose subdivision. Therefore, implementation of the proposed project complies with the B-6 development restriction.
 - e) The LSOP is within the Urban Reserve (“UR” overlay) district (Section 21.50 of Title 21) of the County that is reserved for annexation and is to be developed in a phased manner as part of the incorporated City of Monterey. The City reviewed the application during the review period and inquired about replacement of Coast live oak trees to be removed on Lot 5. County staff confirmed that replacement would be a 1:1 ratio and this was satisfactory to the City. No other comments were received from the City.
 - f) The LSOP is subject to the Design Control Zoning District (“D” overlay), which regulates the location, size, configuration, materials, and colors of structures and fences to assure the protection of neighborhood character (Section 21.44 of Title 21). The Lot 5 apartment building proposal includes colors and materials that are compatible with both the natural and built surroundings. Landscaping includes Coast live oaks, large non-invasive screening shrubs, and native vegetation in aesthetic sympathy with the rural setting. Location and configuration of the proposed building is the

same as those previously approved on the site, and bulk and mass proposed for the apartment building (two stories, 22,137 square feet) are marginally different than those previously approved (PC Resolution No. 12-035) for the professional office building (two stories, 20,306 square feet). Therefore, design is appropriate for assuring protection of the neighborhood character.

- g) An Administrative Permit is required for development within a Site Plan Review District (“S” overlay) where natural resources or site constraints could be affected or have an effect on development, dependent upon location on a site (Section 21.45 of Title 21). Location and configuration of the proposed apartment building is approximately the same as those previously approved (PC Resolution No. 12-035) for the professional office building. Siting of the proposed development was reviewed again and determined appropriate.

h)	<u>Development Standards for VO-B-6</u>	<u>Meets Requirements:</u>
	Front Setback: 30 feet min.	87 feet
	Side Setback: 10% avg. lot width (30 feet min.)	49 feet, 32 feet
	Rear Setback: 20 feet min.	132 feet
	Maximum Height: 35 feet	27.5 feet
	Building Site Coverage: 50% max	17.3% (14,470 sf)

As proposed, the structure on Lot 5 meets the required development standards for both the VO zoning district (Section 21.22.070 of Title 21) and the B-6 overlay (Section 21.42.030.F of Title 21).

- i) Development on Lot 5 includes removal of protected Coast live oak trees in accordance with the previously approved Use Permit (PC Resolution No. 12-035). Pursuant to Section 21.64.260.D.3 of Title 21, removal of more than three protected trees requires approval of a Use Permit. The previously approved Use Permit allows removal of 43 Coast live oak trees for project development. This revision to the previously approved development proposes removal of the same number of trees. Condition No. 5 requires preparation of an update to the September 13, 2011 Forest Management Plan (FMP) prepared by Roy Webster (File No. LIB110397), previously referenced for approval of the Use Permit to allow removal of the 43 protected oaks. The findings and analysis contained in Resolution Number 12-035 with respect to tree removal are hereby incorporated by reference in this resolution and will not change as a result of the proposed amendment.
- j) In accordance with the *2010 General Plan*, exterior lighting shall be unobtrusive, reduce off-site glare, and only light an intended area. The project is required to adhere to Chapter 21.63 – Design Guidelines for Exterior Lighting of Title 21. Therefore, Condition No. 13 requires submittal of an Exterior Lighting Plan to the Chief of RMA-Planning for review and approval prior to issuance of any building permits.
- k) The project was referred to the Greater Monterey Peninsula Land Use Advisory Committee (LUAC) for review. Based on LUAC Procedure guidelines adopted by the Monterey County Board of Supervisors (Resolution No. 15-103), this application warranted

referral to the LUAC because staff considered this project could have potential to raise significant land use issues that necessitate review prior to a public hearing due to the request to apply residential use, as allowed throughout all nineteen lots in the LSOP, to be incorporated cumulatively on undeveloped Lots 2-7. The Greater Monterey Peninsula LUAC voted 4-0 on 9 April 2018 to recommend approval of the project with no changes.

- l) The project is subject to review for consistency under the applicable airport land use compatibility plan due to proximity to the Monterey Regional Airport. On 25 February 2019, the 2019 Airport Land Use Compatibility Plan (2019 ALUCP) for the Monterey Regional Airport was adopted by the Airport Land Use Commission (ALUC), replacing the 1987 Compatibility Land Use Plan (1987 CLUP) that had been in effect. The ALUC decided, during a duly noticed public hearing on 30 May 2019, not to make a consistency determination with either the 1987 CLUP or the 2019 ALUCP. See Finding 4.
- m) Staff conducted a site inspection on 4 April 2018 to verify that the project on the subject parcel would be consistent with the plans and confirm the site is suitable for the proposed project.
- n) The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development found in Project File PLN170765.

2. **FINDING:** **SITE SUITABILITY** – The site is physically suitable for the use proposed.

EVIDENCE: a) The project was reviewed for site suitability by the following departments and agencies: RMA-Planning, RMA-Environmental Services (ES), Monterey County Regional Fire District (MCRFD), RMA-Development (PWF), Water Resources Agency (WRA), and Environmental Health Bureau (EHB). There has been no indication from these departments/agencies that the site is not suitable for the proposed development. Conditions recommended have been incorporated.

- b) The following technical reports have been prepared:
 - Trip Generation Study (LIB190165) dated 12 February 2018 prepared by Keith B. Higgins, P.E., T.E., Gilroy, California.
 - Geotechnical and Infiltration Investigation (LIB180115) dated 23 February 2018 prepared by Belinda A. Taluban, P.E. and Michelle Garcia, C.E.G., Salinas, California.
 - Drainage Report Update (LIB180117) dated 2 February 2018 prepared by Bestor Engineers, Inc., Monterey, California.
 - Traffic Study Update (LIB200010) dated 25 September 2019 prepared by Keith B. Higgins, P.E., T.E., Gilroy, California.

Upon independent review, staff concurs with conclusions of the reports. There are no physical or environmental constraints that would indicate the site is not suitable for the use proposed.

- c) The Geotechnical and Infiltration Investigation (LIB180115) concludes the soil conditions would be suitable and stable with implementation of report recommendations for recompaction of loose soil, and drainage and erosion control measures, especially the

use of energy dissipaters. The project is conditioned to provide certification from the licensed geotechnical practitioner of report recommendations incorporated appropriately into the approved grading and stormwater control plans (Condition No. 9). As conditioned, the site would be geotechnically suitable for the proposed development.

- d) The Drainage Report Update (LIB180117) recommends onsite stormwater detention implemented as underground storage using two fiberglass tanks to provide a total 30,000 gallons of storage, and a 1,000-gallon sediment tank with an oil interceptor compartment for stormwater quality control. The site would be suitable for onsite detention of stormwater with implementation of stormwater control, as recommended in the Drainage Report Update (LIB180117). The project is conditioned to provide certification from the licensed practitioner of report recommendations incorporated appropriately into the approved stormwater control plan (Condition No. 9).
- e) The site is located within an airport approach area (Zone 4) for the Monterey Peninsula Airport. The proposal is in keeping with other uses in terms of density and intensity of land uses in the area. The Airport Land Use Commission has voted not to make a recommendation on this project which means that the project is deemed consistent with the applicable Airport Land Use Compatibility Plan by operation of law. See Finding 4.
- f) The proposed General Development Plan and amendment to the permit on Lot 5 would create multi-family housing opportunities in close proximity to a major employment center.
- g) Staff conducted a site inspection on April 4, 2018 and confirms the site is suitable for the proposed project.
- h) The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development found in Project File PLN170765.

3. **FINDING:** **CONSISTENCY – DEVELOPMENT EVALUATION SYSTEM (DES):** The project is appropriate for implementation at the existing Laguna Seca Office Park (LSOP) based on application of the criteria set forth in the *2010 General Plan* Policy LU-1.19 that provides for a Development Evaluation System (DES) for projects outside Community Areas, Rural Centers, and Affordable Housing Overlay districts within unincorporated County boundaries.

- EVIDENCE:**
- a) Site Suitability – The project site is suitable for the use proposed. See Finding 2.
 - b) Infrastructure – The project is located in an area of the County that has established roads and services that have been implemented in anticipation of complete LSOP buildout. Infrastructure requirements were analyzed for commercial use of 260,000 square feet. Commercial buildout has reached 152,978 square feet and the proposal is to remain the 260,000 square feet contemplated in the LSOP FEIR. The project plans were provided to the MCRFD and Sherriff's Office, neither of which indicated project implementation or operations would impact services provision. Each property owner

is responsible for providing professionally designed onsite stormwater management infrastructure within construction plans and to be implemented as part of development on the property. Operational water would not be required beyond that which has been analyzed for the previously approved commercial buildout. Therefore, operation of the project in the LSOP would not necessitate revisions to existing water conveyance infrastructure.

- c) Resource Management – Water usage for the residential/commercial development within the LSOP, as proposed in the LSOP GDP, is estimated to be less than water usage for all commercial development, as contemplated in the LSOP FEIR. Water for the development is provided by California American Water Company (Cal-Am) Bishop Unit which would provide the parcel with water from the Seaside Groundwater Basin, adjudicated as of March 27, 2006. Under the terms of the adjudication (Superior Court of the State of California in and for the County of Monterey Case No. M664343), rights to the adjudicated water source will come from connection to the Cal-Am. The adjudication describes *de minimis* production by any person or entity less than five (5) AFY is not likely to significantly contribute to material injury to or any interest related to the Seaside Groundwater Basin. The estimated water use for the Lot 5 apartments is 1.952 AFY, which is the same total previously analyzed and approved in Planning Commission Resolution Number 12-035. As it relates to the proposed General Development Plan, the total square footage of residential or commercial development in the Office Park may not exceed 107,022 square feet total (due to the 260,000 square feet buildout in the office park EIR). The CEQA addendum prepared for this project indicates that incorporation of residential use rather than commercial use for some or all of the remaining development potential would result in a water demand that is the same or less than continued commercial development. Development of each will be required to remain within the 5 acre feet per lot *de minimis* allotment in the adjudication and could be subject to future review and permitting if circumstances change.
- d) Proximity to a City, Community Area, or Rural Center – The LSOP is zoned with an Urban Reserve Overlay indicating future annexation to the incorporated City of Monterey. The westernmost boundary of the LSOP is defined by the City boundary containing Ryan Ranch. Urban services are proliferated throughout Ryan Ranch and the LSOP for seamless absorption of the LSOP within the City boundary. Additionally, the Laguna Seca Office Park and the adjacent Ryan Ranch Office Park represent a source of jobs. The proposal would add multifamily housing in close proximity to the City of Monterey and in close proximity to jobs.
- e) Mix/Balance of uses including Affordable Housing consistent with the County Affordable/Workforce Housing Incentive Program adopted pursuant to the Monterey County Housing Element – The 2015-2023 Housing Element, adopted by the Board of Supervisors January 26, 2016 [certified by Federal Housing and Community Development (HCD) 10 May 2016] showed that, in unincorporated

County (as of 2012), approximately 63 percent of housing units were built prior to 1979, rental vacancy rates tended to be lower than the optimal five to six percent needed to balance housing demand and supply, and approximately five percent of renters live in overcrowded conditions. A certain number of vacant units are needed to moderate the cost of housing, allow sufficient choice for residents, and provide incentive for unit upkeep and repair. Housing choice in the area is primarily single family homes and some condominiums throughout the developments of Laguna Seca Ranch Estates 1, York School, and Laguna Seca Ranch Estates 2 for the noncommercial uses at Ryan Ranch, LSOP, and Stone Creek Plaza. Employees with jobs in and near this commercial hub do not have multi-family rental type options nearby. Implementation and operation of the project could contribute to availability of rental housing options with updated features, materials, and utilities, and increase the rental unit inventory. Policy LU-1.19 of the 2010 General Plan (the Development Evaluation System), requires 35% affordable housing with a mix of affordability levels. Condition 18 has been added to require that the applicant enter into an affordable housing agreement with Monterey County pursuant to Policy LU-1.19 (35%). The Housing Advisory Committee (HAC) reviewed the project on August 26, 2020, for a recommendation on housing affordability provision within the proposed Lot 5 apartments. County Housing Office staff provided a Summary of Options to Satisfy Affordable Housing Obligations that was discussed by the HAC. The HAC voted unanimously to recommend the applicant comply with 35% (LU-1.19) ratio of affordable units at the following levels: (1) Very Low-Income, (2) Moderate Income, and (1) Workforce 2. The applicant can trigger a density bonus concession by providing at least one Very Low-Income unit that accommodates flexibility in the affordability requirement and in waiving a portion of the obligation with in-lieu fees.

- f) Environmental Impacts and Potential Mitigation – See Finding 7.
- g) Proximity to multiple modes of transportation – The LSOP is along the north side of State Route 68, a two-lane highway that connects the Salinas Valley with the Monterey Peninsula and is designated as a State Scenic Highway. A traffic light at the SR 68 and York Road intersection regulates vehicular movement for ingress/egress to and from York Road. York Road provides access to Blue Larkspur Lane to the east where paved entrance roads to the LSOP and the Laguna Seca Ranch Estates are located, and access to Wilson Road to the west where Ryan Ranch is located. A Monterey-Salinas Transit bus stop is located at the southeastern corner of York Road and Blue Larkspur Lane. Additional bus stops for access to the LSOP are located at the northern side of SR 68 at the intersection with York Road, on both sides of SR 68 easterly of the Oakvale Professional Center and westerly of Laguna Seca Ranch Estates subdivision. Buses are equipped with bicycle racks to improve upon the “last mile” issue of commuting on public transit. The Monterey Regional Airport is approximately 1.5 miles from the LSOP and provides domestic commuter and destination flights.

- h) Jobs-Housing Balance Within the Community and Between the Community and Surrounding Areas – Housing availability within this commercial hub along SR 68 is limited to single-family dwellings. Implementation of the proposed apartment building in the LSOP would provide multi-family housing choice close to existing jobs. Commute times could be reduced for those employed in either Salinas or on the Peninsula and who do not live in a nearby single-family dwelling along SR 68.

4. **FINDING:**

PROCEDURAL BACKGROUND – AIRPORT LAND USE

COMMISSION: The project has been processed in compliance with County regulations along with delays to the applicant.

EVIDENCE:

- a) On November 7, 2017, the project proposal was presented to a Development Review Committee, attended by RMA-Environmental Services (ES), Environmental Health Bureau (EHB), RMA-Development (PWF), and RMA-Planning.
- b) On March 20, 2018, the applicant applied for an Amendment to a previously approved project (PC Resolution No. 12-035) changing from a commercial building to a residential apartment building on Lot 5 in the Laguna Seca Office Park (LSOP).
- c) The Greater Monterey Peninsula Land Use Advisory Committee (LUAC) reviewed the application materials on April 4, 2018.
- d) The application was deemed incomplete by EHB, RMA-PWF, Water Resources Agency (WRA), and RMA-Planning. However, the application was complete by operation of law on April 19, 2018. Despite the complete status, the applicant agreed to provide additional information in response to the County's request. After several discussions and additional request for information, the applicant re-submitted all required materials on January 14, 2019. Staff provided a Complete Application letter on February 13, 2019. Subsequently, staff was made aware that the project was required to be reviewed by the Airport Land Use Commission (ALUC) prior to hearing. The ALUC is responsible for review of projects within the applicable area of influence for consistency with the adopted airport land use compatibility plan.
- e) On February 25, 2019, the ALUC adopted the 2019 Airport Land Use Compatibility Plan for the Monterey Regional Airport (2019 ALUCP), a comprehensive update that replaced the 1987 Compatibility Land Use Plan for the airport (1987 CLUP).
- f) 2019 ALUCP Policy 4.1.5.2 provides that a project application deemed complete prior to adoption of the 2019 ALUCP should be evaluated under the 1987 CLUP. The applicant and ALUC staff disagreed as to whether the policy refers to completeness determination by the ALUC or by the underlying agency.
- g) The previously approved project for a professional office building (PC Resolution No. 12-035) had been analyzed for consistency with the 1987 CLUP and was found in compliance with the plan.
- h) A special meeting for the ALUC was scheduled for May 6, 2019 in accordance with 2019 ALUCP Policy 4.1.11.2 "Response Time Requirement" that requires application referrals be processed within

60 days from the application submittal date, March 11, 2019, in this case.

- i) The project applicant requested that consideration of the project by the ALUC be postponed from May 6 to May 30, 2019 and agreed to waive the 60-day application process deadline.
- j) A duly noticed ALUC public meeting was conducted on May 30, 2019 to consider the proposed LSOP GDP and development of the 15-unit residential apartment building on Lot 5 within the VO zone.
- k) The 2011 Caltrans Airport Land Use Planning Handbook created a Safety Zone 4 that allows a residential development density maximum of 1 dwelling unit per 2 acres and which is included in the 2019 ALUCP. Therefore, analysis of the proposed project with the 2019 ALUCP would result in a finding of inconsistency. The 1987 CLUP does not include Safety Zone 4, indicating a finding of consistency could be made for the proposed project if analyzed using the 1987 CLUP, as had the previously approved office building (PC Resolution No. 12-035).
- l) During the May 30, 2019 meeting, the ALUC voted in a 6(ayes) – 0(noes) decision to not make a consistency determination of the proposed project with an airport land use compatibility plan. Therefore, no consistency determination has been made for the project with either the 1987 CLUP or the 2019 ALUCP. Pursuant to Public Utilities Code Section 21676(d) and 2019 ALUCP Policy 4.1.11.2, the decision by ALUC not to make a determination of consistency on the project indicates the project is deemed consistent with the 2019 ALUCP by operation of law.
- m) The application, plans and supporting materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development found in Project File PLN170765.

5. **FINDING:**

HEALTH AND SAFETY - The establishment, maintenance, or operation of the project applied for will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

EVIDENCE:

- a) The project was reviewed by the following departments and agencies: RMA-Planning, Monterey County Regional Fire District (MCRFD), RMA-Development (PWF), RMA-Environmental Services (ES), Environmental Health Bureau (EHB), RMA-Monterey County Sherriff's Office, City of Monterey, and Airport Land Use Commission (ALUC). The respective agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.
- b) Necessary public facilities are available. There are no changes to water and sewer and the proposed apartment building would not require more services or facilities than the previously approved project for the professional office building (PC Resolution No. 12-035). Analysis of water requirements for residential use as compared

to the commercial use shows that residential water use would be 2.73 AFY per lot, compared with 2.88 AFY per lot for the commercial use.

- c) The Sherriff's Office provided a request for safety considerations regarding signage, alarms, lighting, landscaping, parking, and security. The applicant is aware of the requests and has agreed to implement safety considerations for operation of the project.
- d) Monterey Regional Airport is approximately 1.5 miles from the LSOP. See Finding 4. Notwithstanding the final vote by the ALUC to not make a consistency determination of the proposed project with either the 1987 CLUP or the 2019 ALUCP, the Zone 4 incorporation of the LSOP is fully disclosed and Condition No. 17 requires recordation of a deed restriction that all rental agreements state clearly the circumstances of airport proximity and potential hazards for residents within Zone 4.
- e) Zone 4 is the Outer Approach/Departure Zone with an accident risk level considered moderate, encompassing approximately five percent of general aviation aircraft accidents. Safety Zone 1 is the Runway Protection zone with an accident risk level considered very high, accounting for 20 to 21 percent of general aviation aircraft accidents, and recommendation for non-residential uses in Zone 1 is for zero people maximum who may be on the parcels or site at a single point in time, whether indoors or outdoors. Tarp's Roadhouse and all business within Stone Creek Plaza (7-Eleven, Starbucks, Jack-in-the-Box, Wells Fargo Bank, Pet Specialists of Monterey, Avian & Exotic Clinic, and Stone Creek Kitchen) are in Zone 1. The 2019 ALUCP seeks to ensure that people and facilities are not concentrated in areas susceptible to high risk of aircraft accidents per the 2011 Handbook (Chapter 1, pg. 1-1, 2019 ALUCP). However, daytime commercial operation of the businesses in Zone 1 concentrates people in the area during the majority of flights in and out of the airport. These circumstances indicate that residents of the LSOP (Safety Zone 4) would be much less likely to incur aircraft crash-related safety hazards than employees, patrons, patients, or customers of a business located in Zone 1.
- f) The application, plans and supporting materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development found in Project File PLN170765.

6. **FINDING:** **VIOLATIONS** - The subject property complies with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of the County's zoning ordinance. No violations exist on the properties.

EVIDENCE:

- a) Staff reviewed Monterey County RMA-Planning and -Building Services records and is not aware of any violations existing on the subject properties.
- b) Staff conducted a site inspection on April 4, 2018 and researched County records to assess that no violation exists on the subject properties.

- c) The application, plans and supporting materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development found in Project File PLN170765.

7. **FINDING:** **CEQA (Addendum):** An Addendum to a previously certified FEIR for the Laguna Seca Office Park (File No. 80-109, Resolution No. PC-3734) was prepared pursuant to Code of Regulations, Title 14, Section 15164 to reflect changes or additions in the project that do not cause substantial changes or new information that would require major revisions to the certified FEIR.

- EVIDENCE:**
- a) An FEIR for the Laguna Seca Office Park (LSOP) was prepared and certified by the Board of Supervisors on February 22, 1983 (File No. 80-109, Board Resolution PC-3734). An Addendum to the LSOP FEIR was considered by the Planning Commission on August 29, 2012 in association with development of Lot 5 of the LSOP (Planning Commission Resolution No. 12-035).
 - b) A 2012 Initial Study (IS) was prepared for a commercial building proposal on Lot 5 tiered from analysis of the previously certified FEIR and was circulated in accordance with Section 15152 of the CEQA Guidelines. Analysis in the IS showed that implementation and operation of the project proposal would cause no significant effects on the environment that had not been examined in the FEIR, would not increase the severity of previously examined significant effects, and did not identify mitigation measures or alternatives that were either newly feasible or considerably different from those analyzed in the FEIR. The Tiered IS was considered with the project proposal for a professional office building on Lot 5 (Planning Commission Resolution No. 12-035).
 - c) In accordance with Section 15164 of the CEQA Guidelines, preparation of a subsequent EIR or negative declaration is not required if some changes or additions to the project are necessary, but none of the conditions described in Section 15162 have occurred that would require major revisions to the prior FEIR.
 - d) The proposed GDP concentrating residential use, as allowed throughout all nineteen lots in the LSOP is a change in the project. However, this change will not introduce significant new impacts or substantially increase the severity of impacts from what was previously analyzed. Commercial buildout has reached 152,978 square feet and together with the GDP proposal of 107,022 square feet of residential use, total development in the LSOP would not exceed 260,000 square feet contemplated in the LSOP EIR. The 1983 FEIR contemplated 260,000 square feet of commercial use in the LSOP and analysis of the current proposal indicates that residential use would be less intensive from a traffic and water use prospective which results in less severe impacts from what was originally analyzed in the LSOP FEIR.
 - e) Changes in circumstances analyzed in 2012 that had occurred since the 1983 FEIR had been certified, included traffic conditions, adjudication of the groundwater basin, CEQA requirement to review potential impacts to greenhouse gases, and biological considerations.

Site-specific information for Lot 5 was analyzed for potential environmental impacts and the 2012 IS/Addendum demonstrated that major revisions to the LSOP FEIR were not required due to these changes in circumstances. The apartment building proposal analyzed in this Addendum contemplates potential project-specific impacts on the environment due to the change in use from commercial to residential and shows that the General Development Plan for the LSOP, residential development, and a 15-unit apartment building on Lot 5, as proposed, would have less than significant impact on traffic and groundwater supplies. None of the changes in circumstances would increase the severity of previously examined significant effects, nor would cause to identify mitigation measures or alternatives that are either newly feasible or considerably different from those analyzed in the FEIR.

- f) New information of substantial importance that was not known at the time the LSOP FEIR was adopted includes adjudication of the Seaside Basin. There are no findings resulting from new information that indicate previously unidentified significant environmental impacts or substantially more severe impacts, or require the need for imposing previously infeasible mitigation measures, or present considerably different mitigation measures or alternatives from those analyzed in the FEIR. The Addendum was prepared due to changes in the project description since certification of the FEIR.
- g) There is no substantial evidence in light of the whole record that the project, as conditioned, would have significant adverse effect on the environment.
- h) The custodian of documents and materials which constitute the record of proceedings upon which the decision is based is the County of Monterey Resource Management Agency, 1441 Schilling Place South, 2nd floor, Salinas, California.
- i) The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development found in Project File PLN170765.

8. **FINDING:** **APPEALABILITY** - The decision on this project may be appealed to the Board of Supervisors.
- EVIDENCE:** Section 21.80.040.D of Title 21 designates the Board of Supervisors as the appropriate authority to hear an appeal of the discretionary decision made by the Planning Commission on this application.

DECISION

NOW, THEREFORE, based on the above findings and evidence, the Planning Commission does hereby:

1. Consider an Addendum together with the Laguna Seca Office Park (LSOP) Final Environmental Impact Report (FEIR) in accordance with CEQA Guidelines Section 15164;
2. Approve a General Development Plan (GDP) that covers LSOP lots for which the owner has provided written agreement to the GDP [Lots 2-7, 9, 11, 15, & 16, and

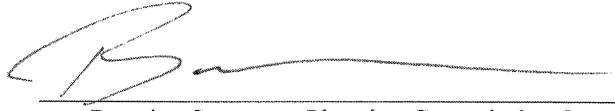
portions of Lots 10 (Units 103 & 104) and 19 (Unit 002)] that allows residential and/or nonresidential uses on any single lot such that the cumulative total of residential square footage across the lots covered by this GDP, does not exceed the cumulative total commercial square footage; and

3. Amend a Combined Development Permit (PLN020332, PC Resolution No. 12-035) to allow construction of a 22,137 square foot two-story 15-unit residential apartment building on Lot 5, instead of a 20,306 square foot two-story professional office building on Lot 5 of the LSOP.

for Assessor's Parcel Numbers: 173-121-002, 173-121-003, 173-121-004, 173-121-005 (Lot 5), 173-121-023, & 173-121-026, 173-121-009, 173-121-011, 173-121-015, 173-121-016, 173-123-001, 173-123-003, 173-123-006, & 173-124-001, in general conformance with the General Development Plan and Plan Set and subject to nineteen (19) Conditions of Approval, all being attached hereto, and incorporated herein, by reference.

PASSED AND ADOPTED this 30th day of September 2020 upon motion of Commissioner Diehl, seconded by Commissioner Roberts, by the following vote:

AYES:	Roberts, Ambriz, Diehl, Mendoza, Daniels, Coffelt, Monsalve, Gonzales
NOES:	Getzelman
ABSENT:	Duflock
ABSTAIN:	None



Brandon Swanson, Planning Commission Secretary

COPY OF THIS DECISION MAILED TO APPLICANT ON **OCT 15 2020**

THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS.

IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK OF THE BOARD ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE **OCT 26 2020**

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

NOTES

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors, in the event of appeal.

Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from Monterey County RMA-Planning and RMA-Building Services Departments in Salinas.

2. This permit expires 3 years after the above date of granting thereof unless construction or use is started within this period.

McIntosh (PLN170765)

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Monterey County RMA Planning

Conditions of Approval/Implementation Plan/Mitigation Monitoring and Reporting Plan

PLN170765

1. PD001 - SPECIFIC USES ONLY

Responsible Department: RMA-Planning

**Condition/Mitigation
Monitoring Measure:**

This General Development Plan allows the Laguna Seca Office Park (LSOP) lots for which the owner provides written agreement to the GDP [thus far, Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 (Units 103 & 104) and 19 (Unit 002)] residential and/or nonresidential uses on any single lot such that the cumulative total of residential square footage across the lots covered by this GDP, does not exceed commercial square footage; and Amendment to a previously approved Combined Development Permit (PLN020332) allows construction of a 22,137 square foot, 15-unit residential apartment building as modified from construction of a 20,306 square foot two-story professional office building and associated grading (approximately 3,850 cubic yards cut and 3,350 cubic yards fill), on Lot 5 of the LSOP. The previously approved Combined Development Permit (PLN020332) included a Use Permit to allow removal of 43 protected Coast live oak trees, an Administrative Permit to allow development in the Site Plan ("S") zoning district; and a Design Approval. The properties are located at Laguna Seca Office Park (LSOP) and Lot 5 is located at 24491 Citation Court [Assessor's Parcel Numbers: 173-121-002, 173-121-003, 173-121-004, 173-121-005 (Lot 5), 173-121-023, & 173-121-026, 173-121-009, 173-121-011, 173-121-015, 173-121-016, 173-123-001, 173-123-003, 173-123-006, & 173-124-001], Monterey, Greater Monterey Peninsula Area Plan.

This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of RMA - Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (RMA - Planning)

**Compliance or
Monitoring
Action to be Performed:**

The Owner/Applicant shall adhere to conditions and uses specified in the permit on an on-going basis unless otherwise stated.

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: RMA-Planning

Condition/Mitigation The applicant shall record a Permit Approval Notice. This notice shall state:

Monitoring Measure:

"A General Development Plan and Amendment to previously approved permit PLN020332 (Resolution Number 20-032) were approved by the Planning Commission for Assessor's Parcel Numbers 173-121-002, 173-121-003, 173-121-004, 173-121-005 (Lot 5), 173-121-023, & 173-121-026, 173-121-009, 173-121-011, 173-121-015, 173-121-016, 173-123-001, 173-123-003, 173-123-006, & 173-124-001 on 30 September 2020. The permit was granted subject to 19 conditions of approval which run with the land. A copy of the permit is on file with Monterey County RMA - Planning."

Proof of recordation of this notice shall be furnished to the Director of RMA - Planning prior to issuance of grading and building permits, Certificates of Compliance, or commencement of use, whichever occurs first and as applicable. (RMA - Planning)

**Compliance or
Monitoring
Action to be Performed:**

Prior to the issuance of grading and building permits, certificates of compliance, or commencement of use, whichever occurs first and as applicable, the Owner/Applicant shall provide proof of recordation of this notice to the RMA - Planning.

3. PD003(A) - CULTURAL RESOURCES NEGATIVE ARCHAEOLOGICAL REPORT

Responsible Department: RMA-Planning

**Condition/Mitigation
Monitoring Measure:**

If, during the course of construction, cultural, archaeological, historical or paleontological resources are uncovered at the site (surface or subsurface resources) work shall be halted immediately within 50 meters (165 feet) of the find until a qualified professional archaeologist can evaluate it. Monterey County RMA - Planning and a qualified archaeologist (i.e., an archaeologist registered with the Register of Professional Archaeologists) shall be immediately contacted by the responsible individual present on-site. When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for recovery. (RMA - Planning)

**Compliance or
Monitoring
Action to be Performed:**

The Owner/Applicant shall adhere to this condition on an on-going basis.

Prior to the issuance of grading or building permits and/or prior to the recordation of the final/parcel map, whichever occurs first, the Owner/Applicant shall include requirements of this condition as a note on all grading and building plans. The note shall state "Stop work within 50 meters (165 feet) of uncovered resource and contact Monterey County RMA - Planning and a qualified archaeologist immediately if cultural, archaeological, historical or paleontological resources are uncovered."

When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for the discovery.

4. PD011 - TREE AND ROOT PROTECTION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Trees which are located close to construction site(s) and those trees close to trees to be removed, shall be protected from inadvertent damage from construction equipment by fencing off the canopy driplines and/or critical root zones (whichever is greater) with protective materials, wrapping trunks with protective materials, avoiding fill of any type against the base of the trunks and avoiding an increase in soil depth at the feeding zone or drip-line of the retained trees. Said protection, approved by certified arborist, shall be demonstrated prior to issuance of building permits subject to the approval of RMA - Director of Planning. If there is any potential for damage, all work must stop in the area and a report, with mitigation measures, shall be submitted by certified arborist. Should any additional trees not included in this permit be harmed, during grading or construction activities, in such a way where removal is required, the owner/applicant shall obtain required permits. (RMA - Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of grading and/or building permits, the Owner/Applicant shall submit evidence of tree protection to RMA - Planning for review and approval.

During construction, the Owner/Applicant/Arborist shall submit on-going evidence that tree protection measures are in place through out grading and construction phases. If damage is possible, submit an interim report prepared by a certified arborist.

Prior to final inspection, the Owner/Applicant shall submit photos of the trees on the property to RMA-Planning after construction to document that tree protection has been successful or if follow-up remediation or additional permits are required.

5. PD011(A) - TREE REMOVAL

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Prior to grading or construction permits, applicant/owner shall request preparation of an update to the 13 September 2011 Forest Management Plan (FMP) prepared by Roy Webster (LIB110397) adopted for planning permit PLN020332. The updated FMP shall include a map of trees on Lot 5 with those identified for removal labeled, as such. Only those trees approved for removal shall be removed. Prior to tree removal, a nesting bird/raptor survey shall be executed in accordance with the requirements of the Federal Migratory Bird Treaty Act. (RMA-Planning)

Compliance or Monitoring Action to be Performed: Prior to grading or construction permits, applicant/owner shall submit to RMA-Planning for review and approval an update to the 13 September 2011 Forest Management Plan (FMP) prepared by Roy Webster adopted for planning permit PLN020332.

Prior to tree removal, applicant/owner shall provide evidence to RMA-Planning of compliance with the Federal Migratory Bird Treaty Act.

6. PD048 - TREE REPLACEMENT/RELOCATION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Within 60 days of permit approval, the applicant shall replace and or relocate each tree approved for removal as follows:

- Replacement ratio:
- Replacement ratio recommended by arborist:
- Other:

Replacement tree(s) shall be located within the same general location as the tree being removed. (RMA - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall submit evidence of tree replacement to RMA-Planning for review and approval. Evidence shall be a receipt for the purchase of the replacement tree(s) and photos of the replacement tree(s) being planted.

Six months after the planting of the replacement tree(s), the Owner/Applicant shall submit evidence demonstrating that the replacement tree(s) are in a healthy, growing condition.

One year after the planting of the replacement tree(s), the Owner/Applicant shall submit a letter prepared by a County-approved tree consultant reporting on the health of the replacement tree(s) and whether or not the tree replacement was successful or if follow-up remediation measures or additional permits are required.

7. PD012(E) - LANDSCAPE PLAN & MAINTENANCE (MPWMD-OTHER)

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The site shall be landscaped. Prior to issuance of building permits, three (3) copies of a landscaping plan shall be submitted to the Director of RMA - Planning. A landscape plan review fee is required for this project. Fees shall be paid at the time of landscape plan submittal. The landscaping plan shall be in sufficient detail to identify the location, species, and size of the proposed landscaping and shall include an irrigation plan. The landscaping shall be installed and inspected prior to occupancy. All landscaped areas and/or fences shall be continuously maintained by the applicant and all plant material shall be continuously maintained in a litter-free, weed-free, healthy, growing condition. (RMA - Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall submit landscape plans and contractor's estimate to RMA - Planning for review and approval. Landscaping plans shall include the recommendations from the Forest Management Plan or Biological Survey as applicable. All landscape plans shall be signed and stamped by licensed professional under the following statement, "I certify that this landscaping and irrigation plan complies with all Monterey County landscaping requirements including use of native, drought-tolerant, non-invasive species; limited turf; and low-flow, water conserving irrigation fixtures."

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall submit one (1) set landscape plans of approved by RMA-Planning, a Maximum Applied Water Allowance (MAWA) calculation, and a completed "Non-Residential Water Release Form and Water Permit Application" to the Monterey County Water Resources Agency for review and approval.

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/ shall submit an approved water permit from the MPWMD to RMA-Building Services.

Prior to occupancy, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall ensure that the landscaping shall be installed and inspected.

On an on-going basis, all landscaped areas and fences shall be continuously maintained by the Owner/Applicant; all plant material shall be continuously maintained in a litter-free, weed-free, healthy, growing condition.

8. PD014(A) - LIGHTING - EXTERIOR LIGHTING PLAN

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: All exterior lighting shall be unobtrusive, down-lit, harmonious with the local area, and constructed or located so that only the intended area is illuminated and off-site glare is fully controlled. The lighting source shall be shielded and recessed into the fixture. The applicant shall submit three (3) copies of an exterior lighting plan which shall indicate the location, type, and wattage of all light fixtures and include catalog sheets for each fixture. The lighting shall comply with the requirements of the California Energy Code set forth in California Code of Regulations Title 24 Part 6. The exterior lighting plan shall be subject to approval by the Director of RMA - Planning, prior to the issuance of building permits.
(RMA - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of building permits, the Owner/Applicant shall submit three copies of the lighting plans to RMA - Planning for review and approval. Approved lighting plans shall be incorporated into final building plans.

Prior to final/occupancy, the Owner/Applicant/Contractor shall submit written and photographic evidence demonstrating that the lighting has been installed according to the approved plan.

On an on-going basis, the Owner/Applicant shall ensure that the lighting is installed and maintained in accordance with the approved plan.

9. GEOTECHNICAL CERTIFICATION

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall provide certification from a licensed practitioner that all development has been constructed in accordance with the recommendations in the project Geotechnical Report (File No. LIB180115) and the Drainage Report Update (File No. LIB180117). (RMA- Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to final inspection, the owner/applicant shall provide RMA-Environmental Services a letter from a licensed practitioner.

10. INSPECTION-PRIOR TO LAND DISTURBANCE

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall schedule an inspection with RMA-Environmental Services to ensure all necessary sediment controls are in place and the project is compliant with Monterey County regulations. This inspection requirement shall be noted on the Erosion Control Plan. (RMA – Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to commencement of any land disturbance, the owner/applicant shall schedule an inspection with RMA-Environmental Services.

11. INSPECTION-DURING ACTIVE CONSTRUCTION

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall schedule an inspection with RMA-Environmental Services to inspect drainage device installation, review the maintenance and effectiveness of BMPs installed, and to verify that pollutants of concern are not discharged from the site. At the time of the inspection, the applicant shall provide certification that all necessary geotechnical inspections have been completed to that point. This inspection requirement shall be noted on the Erosion Control Plan. (RMA – Environmental Services)

Compliance or Monitoring Action to be Performed: During construction, the applicant shall schedule an inspection with RMA-Environmental Services.

12. INSPECTION-FOLLOWING ACTIVE CONSTRUCTION

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall schedule an inspection with RMA-Environmental Services to ensure all disturbed areas have been stabilized and all temporary erosion and sediment control measures that are no longer needed have been removed. This inspection requirement shall be noted on the Erosion Control Plan. (RMA – Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to final inspection, the owner/applicant shall schedule an inspection with RMA-Environmental Services.

13. PW0044 - CONSTRUCTION MANAGEMENT PLAN

Responsible Department: RMA-Public Works

Condition/Mitigation Monitoring Measure: The applicant shall submit a Construction Management Plan (CMP) to RMA-Planning and RMA - Public Works for review and approval. The CMP shall include measures to minimize traffic impacts during the construction/grading phase of the project.

CMP shall include, at a minimum, duration of the construction, hours of operation, truck routes, estimated number of truck trips that will be generated, number of construction workers, and on-site/off-site parking areas for equipment and workers and locations of truck staging areas. Approved measures included in the CMP shall be implemented by the applicant during the construction/grading phase of the project.

Compliance or Monitoring Action to be Performed: 1. Prior to issuance of the Grading Permit or Building Permit, Owner/Applicant/Contractor shall prepare a CMP and shall submit the CMP to the RMA-Planning Department and the Department of Public Works for review and approval.

2. On-going through construction phases Owner/Applicant/Contractor shall implement the approved measures during the construction/grading phase of the project.

14. PD026 - BANNER, FLAGS, PENNANTS

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: There shall be no flags, banners, pennants or other attention-getting devices, other than approved signs, on the property. (RMA - Planning)

Compliance or Monitoring Action to be Performed: Prior to commencement of use, the Owner/Applicant shall submit evidence which demonstrates that there are no flags, banners, pennants, or other attention-getting devices, other than approved signs, on the property.

On an on-going basis, the Owner/Applicant shall keep the property free of flags, banners, pennants, or other attention-getting devices, and only maintain approved signs on the property.

15. EHSP01- RECYCLABLES IN RENTAL HOUSING (NON-STANDARD)

Responsible Department: Health Department

Condition/Mitigation Monitoring Measure: Recyclables must be separated from refuse, collected, stored and properly recycled for each of the multifamily rental housing units pursuant to Assembly Bill AS341 (Chesbro) and Monterey County Code, Chapter 10.41.

Compliance or Monitoring Action to be Performed: Prior to issuance of construction permit, submit a written plan on how recyclables will be collected and stored for each of the multifamily rental housing units to Recycling and Resource Recovery Services of Environmental Health Bureau for review and approval.

16. PD052 - PRE-CONSTRUCTION MEETING

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Prior to the commencement of any grading or construction activities, the owner/applicant shall retain a qualified professional biologist to conduct a pre-construction meeting held onsite. The meeting shall include representatives of each of the selected contractors, the Owner/Applicant, and any other appropriate County Departments. The purpose of the meeting is to review the conditions of approval that are applicable to the grading and construction of the approved development. (RMA - Planning)

Compliance or Monitoring Action to be Performed: Prior to commencement of any grading or construction activities, the Owner/Applicant shall contact RMA-Planning to schedule a pre-construction meeting prior to commencement of any grading or construction activities. The Owner/Applicant shall be responsible for ensuring that all appropriate contractors and technical consultants are in attendance. RMA-Planning staff shall be responsible for identifying and notifying other County Departments that should attend the meeting (if applicable).

17. PD017 - DEED RESTRICTION-USE

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Prior to issuance of a building permit the applicant shall record a deed restriction to that requires full disclosure in each rental agreement that shall included the following language:

"The Laguna Seca Office Park is approximately 1.5 miles from the Monterey Regional Airport and within Zone 4 as identified in the 2019 Airport Compatibility Land Use Plan (2019 ACLUP) for the Monterey Regional Airport. Zone 4 is the Outer Approach/Departure Zone (OADZ) situated along the extended runway centerline beyond the Inner Approach/Departure Zone (IADZ) where aircraft travel at relatively low altitude during approach and departure. The accident risk level is considered to be moderate, encompassing approximately five percent of general aviation aircraft accidents. Residents and residential buildings within the Laguna Seca Office Park shall be subject to safety performance standards that eliminate sources of glare, distracting light, dust, smoke, water vapor, or electrical interference; and restrictions on activities that include the use of kites, drones, blimps, balloons, projectiles, or launchers."

(RMA - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading or building permits, the Owner/Applicant shall submit the signed and notarized document to the Director of RMA-Planning for review and signature by the County.

Prior to occupancy or commencement of use, the Owner/Applicant shall submit proof of recordation of the document to RMA-Planning.

18. PDSP001 - INCLUSIONARY HOUSING

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The applicant/owner shall enter into an Affordable Housing Agreement with the County of Monterey to satisfy the obligation to provide affordable units as required by the Planning Commission in approval of the project on 9/30/2020.

In accordance with General Plan Land Use Policy LU-1.19 (Development Evaluation System) requirement of 35% inclusionary housing, the County Housing and Economic Development Office quantifies provision of the following minimum number of units (4.9 total) within each household income category as follows:

(1) Very Low,

(2) Moderate, and

(1) Workforce 2,

all of which are to be built onsite; and

waive the remaining 0.9 fractional unit in lieu fee obligation.

Compliance or Monitoring Action to be Performed: Prior to any building permit approval, the applicant/owner shall enter into an Inclusionary and Workforce Housing Agreement with the County of Monterey.

19. PDSP002 - RECORD OF GENERAL DEVELOPMENT PLAN

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Each of the respective owners of lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 (Units 103 & 104) and 19 (Unit 002) in the Laguna Seca Office Park (LSOP), who have agreed to be subject to the General Development Plan (GDP) approved by the Planning Commission on September 30, 2020, shall record a notice on each such lot in the following or substantially the same form: "Notice is hereby provided that this property is subject to the General Development Plan (GDP) approved by the Monterey County Planning Commission on September 30, 2020. A copy of the GDP is attached." The recorded notice shall include a copy of the GDP.

Recordation of said notice on the property is necessary for full disclosure to future LSOP lot-owners that the property is encumbered by the GDP.

Compliance or Monitoring Action to be Performed: Prior to County issuance of building permits for the apartments on Lot 5 in the LSOP, the owner of Lot 5 and the owners of lots in the LSOP who have agreed to the General Development Plan (GDP) approved by the Planning Commission on September 30, 2020, shall record the above-described notice on the respective property and shall provide proof of recordation to the Chief of Planning.

On an ongoing basis, if owners of lots in the LSOP agree, in the future, to the GDP approved by the Planning Commission on September 30, 2020, said owners shall record the above-described notice on the respective property and provide proof of recordation to the Chief of Planning.

24491 CITATION COURT, MONTEREY, CA 93940

McINTOSH HOUSE APARTMENTS
LAGUNA SECA OFFICE PARK - LOT 5

McINTOSH ENTERPRISES
24491 CITATION COURT
MONTEREY, CA 93940

A.P.N. NO.: 173-121-005

GRADING & DRAINAGE NOTES

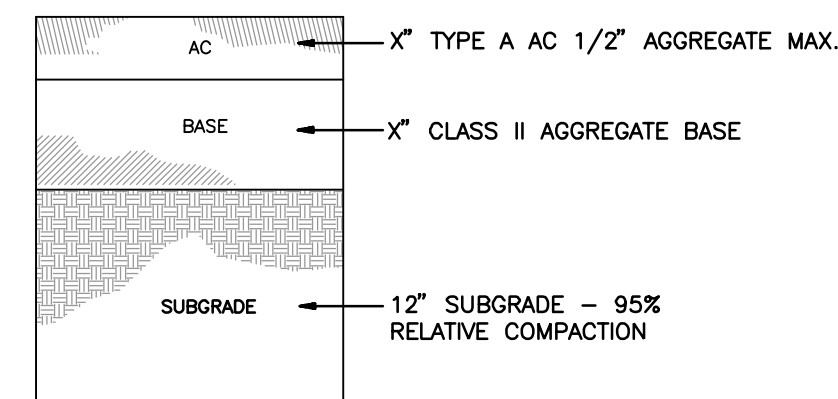
1. ALL GRADING PROVISIONS OF THE SOILS REPORT SHALL BE STRICTLY IMPLEMENTED.
2. RETAINING WALLS SHALL INCORPORATE BACK DRAINAGE.
3. THE FINISHED GRADES AROUND THE EXTERIOR OF THE BUILDINGS SHOULD SLOPE AWAY FROM THE FOUNDATIONS AT 2-PERCENT FOR IMPERVIOUS AREAS AND 5-PERCENT FOR SOIL GRADES TO PROMOTE RAPID RUNOFF AWAY FROM THE BUILDINGS.
4. GUTTER DOWN SPOUTS SHALL TERMINATE ON CONCRETE, PAVEMENT, RIP RAP OR INTO A SOLID PIPE COLLECTION SYSTEM TIED TO STORM DRAIN SYSTEM.
5. CONTRACTOR SHALL PROVIDE LABORATORY REPORTS FROM AN ENGINEERING TESTING LABORATORY CERTIFYING THAT THE VARIOUS MATERIALS COMPLY WITH THE SPECIFICATIONS AT LEAST 10 DAYS PRIOR TO STARTING WORK ON THAT PARTICULAR ITEM OF WORK.
6. ACTUAL GRADING SHALL BEGIN WITHIN 30 DAYS OF VEGETATION REMOVAL OR THE AREA SHALL BE PLANTED TO CONTROL EROSION.
7. NO VEGETATION REMOVAL OR GRADING WILL BE ALLOWED WHICH WILL RESULT IN SILTATION OF WATER COURSES OR UNCONTROLLABLE EROSION.
8. ALL GRADING SHALL CONFORM TO MONTEREY COUNTY EROSION CONTROL ORDINANCE #2806 AND MONTEREY COUNTY GRADING ORDINANCE #2535.
9. PAD ELEVATIONS SHALL BE CERTIFIED TO 0.1 FEET PRIOR TO DIGGING ANY FOOTINGS OR SCHEDULING ANY INSPECTIONS.
10. PREPARATION OF GROUND FOR FILL: THE GROUND SURFACE SHALL BE PREPARED TO RECEIVE FILL BY THE REMOVAL OF TOPSOIL AND OTHER UNSUITABLE MATERIALS AS DETERMINED BY THE SOIL ENGINEER.
11. PREPARATION OF THE GROUND: THE GROUND SURFACE SHALL BE PREPARED TO RECEIVE FILL BY REMOVING VEGETATION, NONCOMPLYING FILL, TOPSOIL AND OTHER UNSUITABLE MATERIALS SCARIFYING TO PROVIDE A BOND WITH THE NEW FILL.
12. FILL MATERIAL PERMITTED: NO ORGANIC MATERIAL SHALL BE PERMITTED IN FILLS EXCEPT AS TOPSOIL USED FOR SURFACE PLANT GROWTH ONLY AND WHICH DOES NOT EXCEED 4 INCHES IN DEPTH.
13. D'S TO BE CHRISTY 9" DIAMETER. TIE D'S TOGETHER WITH 4"PVC SLOPE @ 2% TO EAST. TIE EAST END INTO RETAINING WALL DRAINAGE PIPE.

EARTHWORK QUANTITIES

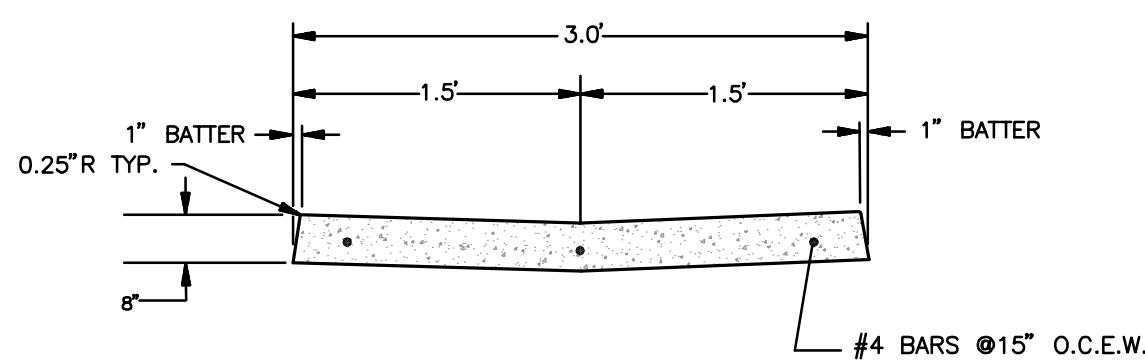
CUT: 4,100 CUBIC YARDS
FILL: 3,100 CUBIC YARDS
NET: 1,000 CUBIC YARDS (EXPORT)
10% FILL FACTOR

EARTHWORK QUANTITIES ARE TO FINISHED SURFACES. NO SUBGRADE SURFACES WERE ACCOUNTED FOR.

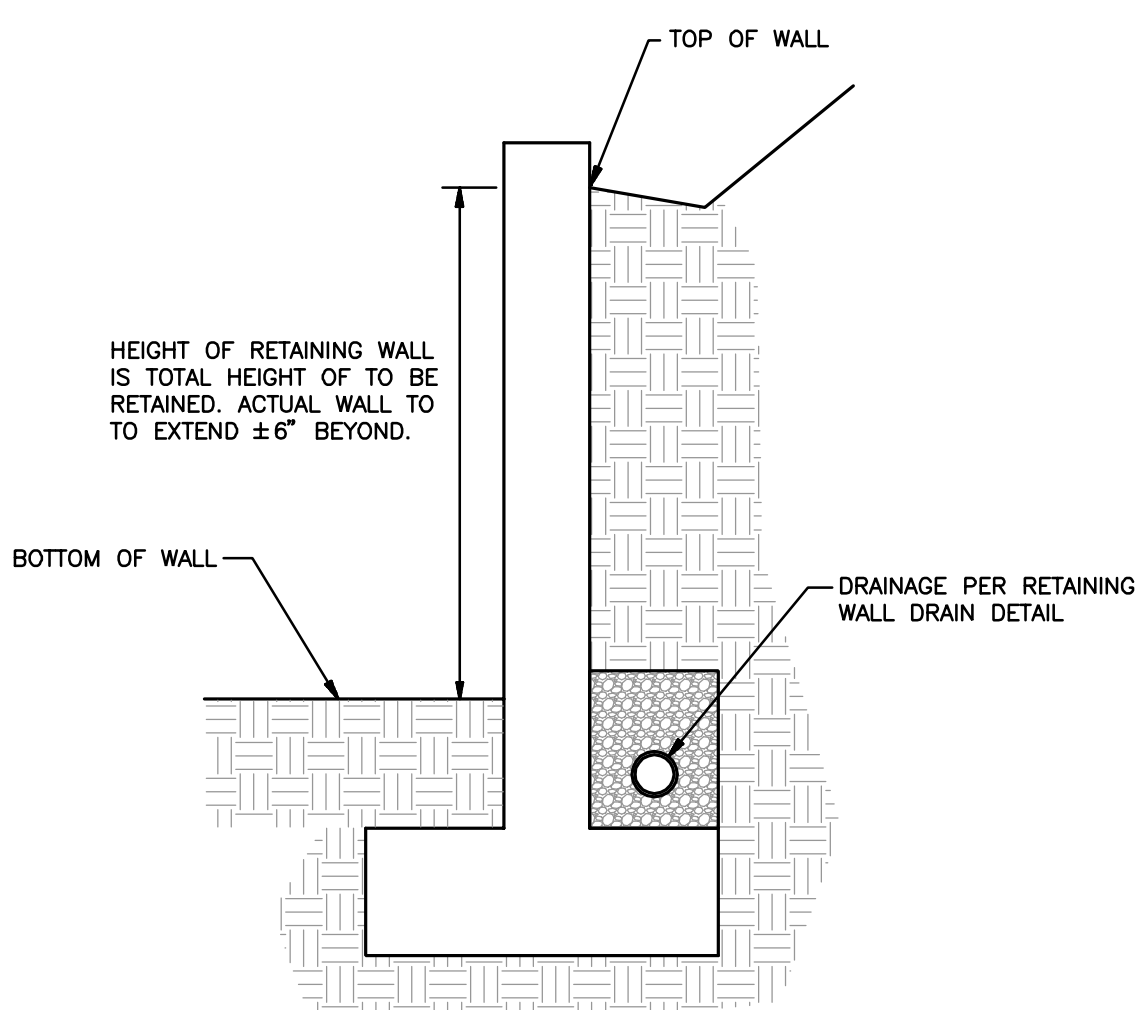
OVER EXCAVATION HAS NOT BEEN INCLUDED IN EARTHWORK CALCULATION. STRIPPINGS HAVE NOT BEEN REMOVED FROM EARTHWORK CALCULATION.



PAVEMENT SECTION 2



CONCRETE SWALE 3



RETAINING WALL HEIGHT DEFINITION 4

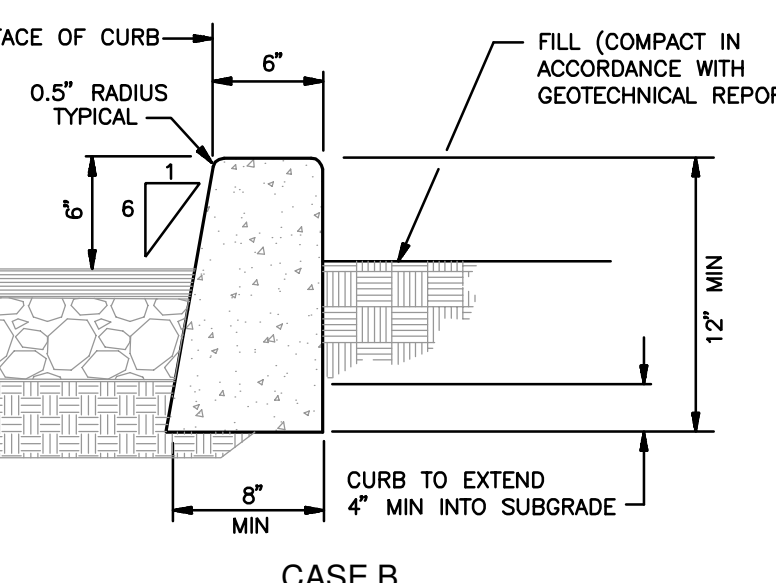
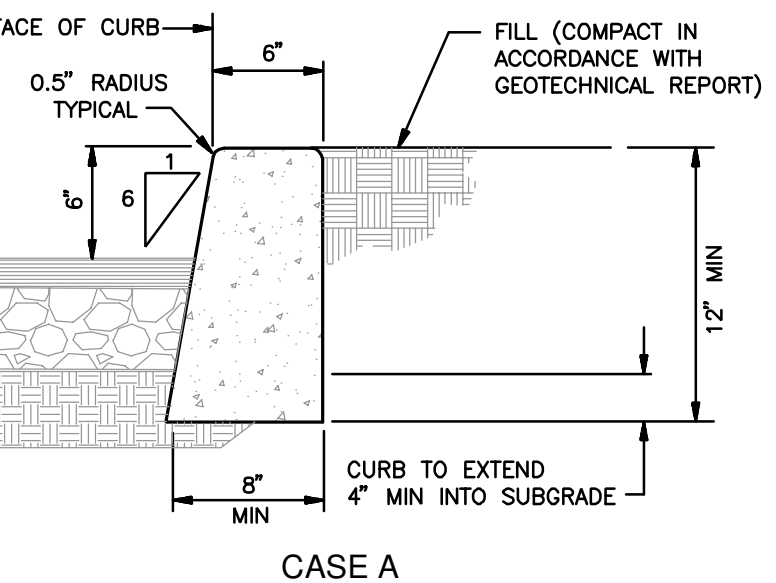
LEGEND

AB	AGGREGATE BASE	---	GUY WIRE
AC	ASPHALT CONCRETE	----	ELEC
AD	AREA DRAIN	- - - -	FENCE
ADA	DISABLED ACCESS	- - - -	FACE OF CURB
BF	BACKFLOW PREVENTOR	- - - -	C
BR	BOTTOM OF RAMP	- - - -	GB
BS	BOTTOM OF STAIRS	- - - -	CONC
BW	BOTTOM OF WALL	- - - -	CONTROL POINT
CB	CATCH BASIN	- - - -	FD
CO	CLEANOUT	- - - -	DI
CONC	CONCRETE	- - - -	SD
Δ	CONTROL POINT	- - - -	SS
DI	DRAIN INLET	- - - -	EP
EL	ELEVATION	- - - -	FD
(E)	EXISTING	- - - -	FOUND
EP	EDGE OF PAVEMENT	- - - -	FD
FD	FOUNDATION	- - - -	TEL
FD	FOUNDATION DRAIN	- - - -	W
FDC	FIRE DEPARTMENT CONNECTION	- - - -	EP
FL	FLOW LINE	- - - -	
FF	FEET	- - - -	
FF	FINISH FLOOR	- - - -	
FH	FIRE HYDRANT	- - - -	
FS	FINISHED SURFACE	- - - -	
G	GAS	- - - -	
GB	GRADE BREAK	- - - -	
GR	GRATE	- - - -	
INV	INVERT	- - - -	
IP	IRON PIPE	- - - -	
LP	LIGHT POLE	- - - -	
MB	MAIL BOX	- - - -	
MH	MANHOLE	- - - -	
(N)	NEW	- - - -	
PC	POINT OF CURVATURE	- - - -	
PCC	POINT OF COMPOUNDED CURVE	- - - -	
PG&E	PACIFIC GAS & ELECTRIC	- - - -	
POC	POINT OF CONNECTION	- - - -	
P	POINT	- - - -	
PP	POWER POLE	- - - -	
PRC	POINT OF REVERSE CURVATURE	- - - -	
PRBP	PRESSURE REDUCING BACKFLOW PREVENTOR	- - - -	
PT	POINT OF TANGENCY	- - - -	
R	RADIUS	- - - -	
RD	ROOF DRAIN	- - - -	
SSD	SANITARY SEWER DRAIN	- - - -	
SS	SANITARY SEWER	- - - -	
T	TELEMETRY	- - - -	
TR	TOP OF RAMP	- - - -	
TBM	TOP BENCH MARK	- - - -	
TEL	TELEPHONE	- - - -	
TDC	TOP OF DEPRESSIONED CURB	- - - -	
TS	TOP OF STAIRS	- - - -	
TW	TOP OF WALL	- - - -	
UON	UNLESS OTHERWISE NOTED	- - - -	
VET	VETERINARY	- - - -	
W	WATER	- - - -	
WM	WATER METER	- - - -	
WV	WATER VALVE	- - - -	

2%	SLOPE DIRECTION
60.30	(N) SPOT ELEVATION
45.0	SPOT ELEVATION
①	NUMBER OF PARKING SPACES

25%-29% SLOPE
30%+ SLOPE

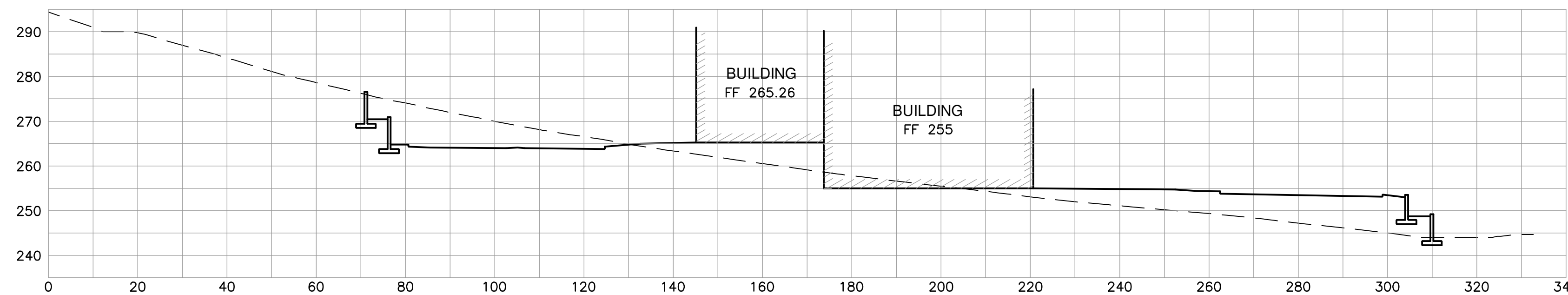
TREE LEGEND	
⊙	TREE
T	TREE (MISC)
P	PINE
K	OAK



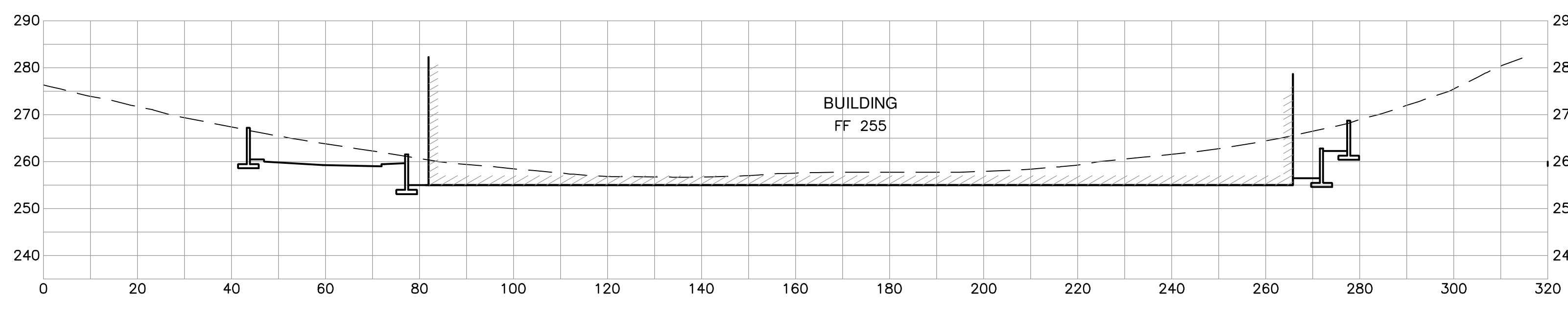
NOTES:

1. CONCRETE CURB SHALL BE CONSTRUCTED IN ACCORDANCE WITH CALTRANS STANDARD SPECIFICATION SECTION 73, CONCRETE CURB AND SIDEWALK, U.O.N.
2. CONCRETE EXPANSION JOINTS TO BE PLACED EVERY 10 FT.

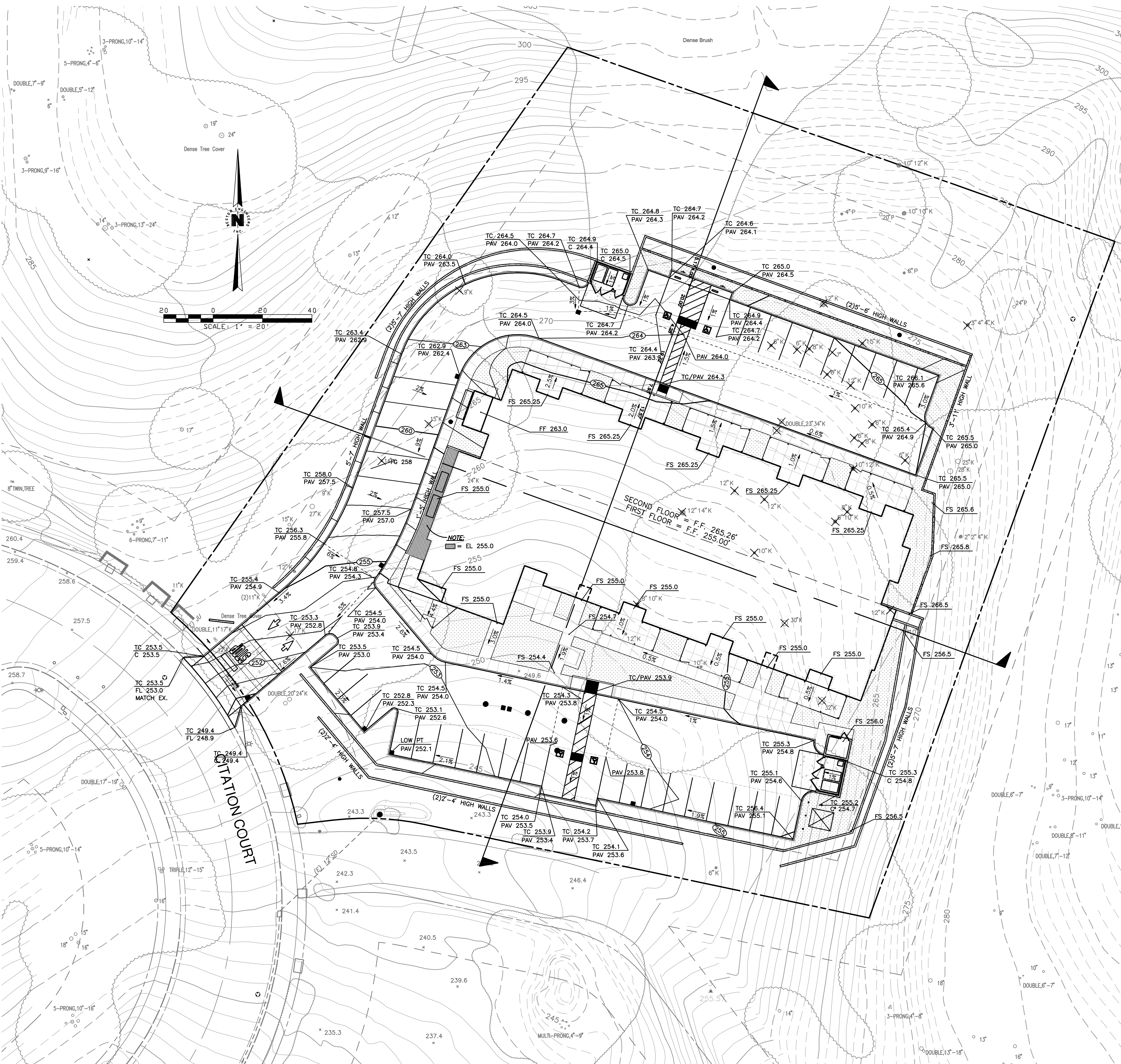
VERTICAL CURB 1



NORTH - SOUTH SECTION



EAST - WEST SECTION



TREE INVENTORY

TREE INVENTORY CONDUCTED THROUGH FIELD REVIEW BY:
ROY W. WEBSTER
REGISTERED PROFESSIONAL FORESTER # 1765
ISA CERTIFIED ARBORIST # WE-6314A

WR&D
WALD RUHNKE & DOST
ARCHITECTS LLP

2340 GARDEN ROAD, SUITE 1C
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BESTOR ENGINEERS, INC.
9701 BLUE LARKSPUR LANE
MONTEREY, CALIFORNIA 93941
(831) 373-2941
W.O. 2085.45

McINTOSH HOUSE APARTMENTS
LAGUNA SECA OFFICE PARK - LOT 5

McINTOSH ENTERPRISES
24491 CITATION COURT
MONTEREY, CA 93940

JOB NO.
17098

PRINT DATE:
9.7.20

PLOT DATE:
9.7.20

DRAWN BY:
CHECKED BY:
SET ISSUED:

04-24-18 DEVELOPMENT PROJECT APPLICATION
05-11-18 90% SUBMITTAL
06-08-18 95% SUBMITTAL
09-07-18 (SOUTHEAST) RETAINING WALL LAYOUT

SHEET NAME:
GRADING & DRAINAGE PLAN

SHEET NO.:

C101

FILE NAME:

EROSION-SEDIMENT CONTROL PLAN

I. DESCRIPTION OF WORK

THE WORK IN GENERAL INVOLVES REMOVING EXISTING NATIVE GRASSES AND MATERIAL FROM THE SITE; GRADING THE NATIVE MATERIAL TO DESIGN GRADES SHOWN ON THE PLANS DEVELOPED BY A CIVIL ENGINEER IN THE STATE OF CALIFORNIA; IN CONFORMANCE WITH CONTRACT REQUIREMENTS; AND MISCELLANEOUS CONSTRUCTION ACTIVITY REQUIRED TO MEET THE INTENT OF THE APPROVED PLANS.

II. MANAGEMENT PRACTICES EMPLOYED TO MINIMIZE CONTACT OF CONSTRUCTION MATERIALS, EQUIPMENT, AND VEHICLES WITH STORM WATER

THE PURPOSE OF THIS SECTION IS TO PROVIDE MANAGEMENT PRACTICES TO MINIMIZE THE INTRODUCTION OF SEDIMENT AND SOLID MATERIALS INTO THE COUNTY'S STORM DRAIN SYSTEM, NATURAL AREAS, AND UNDERGROUND AQUIFERS. ANOTHER PURPOSE IS TO MINIMIZE THE POTENTIAL CONTACT OF CONSTRUCTION MATERIALS, EQUIPMENT, AND VEHICLES WITH STORM WATER AS REQUIRED BY THE STATE WATER RESOURCES QUALITY CONTROL BOARD.

A. CONSTRUCTION MATERIALS

ALL CONSTRUCTION MATERIALS SHALL BE STORED AT HIGHER ELEVATIONS ON THE SITE THAT ARE PROPERLY GRADED TO MINIMIZE CONTACT WITH SURFACE RUNOFF AND STANDING WATER. ANY AND ALL MATERIAL THAT COULD CONTAMINATE WATER RUNOFF WHEN EXPOSED TO RAIN SHALL BE COVERED WITH PLASTIC SHEETING DURING PERIODS OF RAIN. AS WELL AS DURING HIGH WINDS (WINDS EXCEEDING 20 MPH). ANY LIQUID MATERIAL STORED ON SITE SHALL BE STORED PROPERLY WITHIN THEIR CONTAINERS AND NOT USED IN EXPOSED AREAS DURING PERIODS OF RAIN. CARE SHALL BE TAKEN TO AVOID ANY SPILLS OF SOLID MATERIALS THAT WILL DISSOLVE IN WATER, OR LIQUID MATERIAL THAT WILL BE CARRIED AWAY WITH STORM RUNOFF. ACCIDENTAL SPILLS SHALL BE PROPERLY MITIGATED, IMMEDIATELY, TO THE POINT WHERE WATER CONTAMINATION IS MINIMIZED, IF NOT ELIMINATED.

B. CONSTRUCTION EQUIPMENT

ALL CONSTRUCTION EQUIPMENT UTILIZED ON THE SITE SHALL BE PROPERLY MAINTAINED. PETROLEUM FUELS AND LUBRICATED EQUIPMENT SHALL BE PROPERLY MAINTAINED TO PREVENT LEAKAGE OF SAID MATERIALS. EQUIPMENT SHALL BE SERVICED AND MAINTAINED SO PETROLEUM DISTILLATES DO NOT COME INTO CONTACT WITH THE GROUND AND SHALL BE DISPOSED OF PROPERLY OFFSITE. SOILS OR OTHER EXPOSED MATERIALS ACCIDENTALLY CONTAMINATED DURING EQUIPMENT FAILURES, SERVICING, OR REPAIR, SHALL BE REMOVED IMMEDIATELY FROM THE SITE AND PROPERLY DISPOSED OF OFF SITE. IF REMOVAL OF CONTAMINATED SOILS OR OTHER MATERIALS IS NOT POSSIBLE DUE TO THE PRESENCE OF RAIN, A 6" DEEP TRENCH SHALL BE EXCAVATED AROUND THE CONTAMINATED AREA AND THE TRENCH DRAINED IN SUCH A MANNER THAT STORM WATER WILL NOT COME IN CONTACT WITH THE AREA, AND THE ENTIRE AREA WILL BE COVERED WITH PLASTIC SHEETING DURING PERIODS OF RAIN. AFTER THE RAINS CEASE, CONTAMINATED MATERIAL SHALL BE REMOVED AND PROPERLY DISPOSED OF OFFSITE.

TOXIC MATERIALS INCLUDING, BUT NOT LIMITED TO, PAINTS AND SOLVENTS, SHALL BE HANDLED WITH CARE SO AS NOT TO CONTAMINATE EXPOSED SOILS OR OTHER CONSTRUCTION MATERIALS. ACCIDENTAL SPILLS SHALL BE MITIGATED PER THE PROCEDURE OUTLINED IN A. ABOVE.

C. VEHICLES

VEHICLES SHALL BE PROPERLY MAINTAINED TO PREVENT LEAKAGE OF PETROLEUM DISTILLATES, ANTIFREEZE, OR LUBRICANTS. ANY VEHICLES THAT LEAK SUCH MATERIALS SHALL BE IMMEDIATELY REPAIRED AND ALL CONTAMINATED MATERIALS PROTECTED AND REMOVED PER THE PROCEDURE OUTLINED ABOVE. THIS APPLIES NOT ONLY TO PASSENGER VEHICLES, BUT CONSTRUCTION EQUIPMENT SUCH AS SCRAPERS, DUMP TRUCKS, ETC. CARE SHALL BE TAKEN DURING ONSITE REFUELING OF SUCH VEHICLES TO PREVENT SPILLS OF FUEL. ACCIDENTAL SPILLS SHALL BE MITIGATED PER THE PROCEDURE OUTLINED ABOVE.

III. CONSTRUCTION MATERIAL LOADING, UNLOADING, AND ACCESS AREAS

ANY MATERIALS THAT CAN CONTAMINATE STORM WATER RUNOFF SHALL BE PROTECTED FROM RAIN WITH PLASTIC SHEETING OR OTHER MEANS TO PREVENT MATERIAL FROM COMING INTO CONTACT WITH STORM WATER RUNOFF. THE LOCATION FOR STORING SAID MATERIAL SHALL BE ON HIGHER GROUND AWAY FROM CATCH BASINS AND/OR SWALES. SIMILAR MATERIALS TEMPORARILY STORED ELSEWHERE ON THE SITE SHALL BE ADJACENT TO THE IMMEDIATE AREA OF WORK SHALL, AND SHALL BE PROTECTED IN A SIMILAR MANNER.

IV. METHOD OF ONSITE STORAGE AND DISPOSAL OF CONSTRUCTION MATERIALS

NO CONSTRUCTION MATERIALS THAT CAN POTENTIALLY CONTAMINATE THE SITE STORM WATER RUNOFF SHALL BE DISPOSED OF ON THE SITE. THIS INCLUDES, BUT IS NOT LIMITED TO, PAINTS, SOLVENTS, AND OTHER SIMILAR MATERIALS. DISPOSAL OF CONSTRUCTION MATERIALS SHALL BE PERFORMED OFFSITE IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS.

EROSION AND SEDIMENT CONTROL

I. VEGETATIVE PRACTICES

THE EXISTING SITE CONTAINS NATIVE VEGETATION, INCLUDED GRASSES AND NATIVE SOIL.

IF AREAS ARE DISTURBED THAT ARE IN THE PROCESS OF BEING LANDSCAPED OR CONSTRUCTED DURING THE RAINY SEASON, THE DOWN SLOPE LIMITS OF THE AREA SHALL BE BOUNDED WITH FIBER ROLLS TO SCREEN THE STORM RUNOFF SEDIMENT FROM ENTERING THE STORM DRAIN SYSTEM. ALL STORM DRAIN INLETS THAT ARE IN OPERATION DURING CONSTRUCTION SHALL BE PROTECTED WITH GRAVEL SACKS PER THE DETAILS INCLUDED HEREIN. IF THE INLETS ARE NOT UTILIZED DURING THE RAINY SEASON, THEY SHALL BE SEALED TO PREVENT WATER FROM ENTERING. AFTER EACH STORM, ALL STORM PROOFING PROVISIONS SHALL BE INSPECTED AND REPAIRED IF NECESSARY. IF SILT ACCUMULATION HAS OCCURRED, THE SILT SHALL BE REMOVED AND REDEPOSITED ON THE SITE.

ACTUAL GRADING SHALL BEGIN WITHIN 30 DAYS OF VEGETATION REMOVAL OR THE AREA SHALL BE PLANTED TO CONTROL EROSION.

ALL DISTURBED AREAS SHALL BE HYDROSEEDING ACCORDING TO LANDSCAPE ARCHITECT'S SPECIFICATIONS.

II. CONTROL PRACTICES

THE SITE IS A TRIBUTE TO THE ONSITE STORM DRAIN SYSTEM INCLUDING DRAINAGE INLETS. THE ONSITE INLETS SHALL BE PROTECTED THROUGH THE USE OF GRAVEL SACKS TO SCREEN THE STORM RUNOFF SEDIMENTS IF APPLICABLE.

III. CONTROL PRACTICES TO PREVENT THE TRACKING OF SEDIMENT ONTO PUBLIC OR PRIVATE ROADS

DURING CONSTRUCTION, A MINIMUM LENGTH OF 50 FEET OF DRAINROCK (3" TO 5" SIZE,) A MINIMUM OF 4-INCHES THICK, SHALL BE INSTALLED FROM THE BACK OF DRIVEWAY INTO THE SITE FOR THE WIDTH OF A TRAVELED WAY (15-FEET MINIMUM). ALL TRAFFIC SHALL ENTER AND EXIT THE SITE VIA SAID ACCESS POINT(S) OVER THE DRAINROCK. IF THE SURROUNDING STREETS ARE SUBJECTED TO DIRT TRACKING FROM THE CONSTRUCTION SITE, DIRT FROM GRADING OPERATIONS SHALL BE SWEEPED FROM THE STREET PRIOR TO RAINFALL AND DAILY WHEN ACCUMULATION OCCURS.

IV. CONTROL PRACTICES TO REDUCE WIND EROSION

- WATER ALL ACTIVE CONSTRUCTION AREAS AT LEAST TWICE DAILY.
- COVER ALL TRUCKS HAULING SOIL, SAND, AND OTHER LOOSE MATERIALS OR REQUIRE ALL TRUCKS TO MAINTAIN AT LEAST TWO FEET OF FREEBOARD.
- PAVE, APPLY WATER THREE TIMES DAILY, OR APPLY (NON-TOXIC) SOIL STABILIZERS ON ALL UNPAVED ACCESS ROADS, PARKING AREAS AND STAGING AREAS AT CONSTRUCTION SITES.
- SWEEP DAILY (WITH WATER SWEEPERS) ALL PAVED ACCESS ROADS, PARKING AREAS AND STAGING AREAS AT CONSTRUCTION SITES.
- SWEEP STREETS DAILY (WITH WATER SWEEPERS) IF VISIBLE SOIL MATERIAL IS CARRIED ONTO ADJACENT PUBLIC STREETS.

V. WINTER OPERATIONS

NO LAND CLEARING OR GRADING SHALL OCCUR ON THE PROJECT SITE BETWEEN OCTOBER 15 AND APRIL 15 UNLESS AUTHORIZED BY THE LOCAL AUTHORITY.

WHEN WINTER OPERATIONS TAKE PLACE, THE FOLLOWING MEASURES MUST BE TAKEN TO PREVENT ACCELERATED EROSION.

VEGETATION REMOVAL BETWEEN OCTOBER 15 AND APRIL 15 SHALL NOT PRECEDE SUBSEQUENT GRADING OR CONSTRUCTION ACTIVITIES BY MORE THAN TEN (10) DAYS. DURING THIS PERIOD, EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE.

BETWEEN OCTOBER 15 AND APRIL 15, DISTURBED SURFACES NOT INVOLVED IN THE IMMEDIATE OPERATIONS MUST BE PROTECTED BY MULCHING AND/OR OTHER EFFECTIVE MEANS OF SOIL PROTECTION.

ANY SOILS OR OTHER MATERIALS WHICH ARE DISTURBED SHALL BE ADEQUATELY WATERED DURING AND AFTER CONSTRUCTION OPERATIONS TO PREVENT DUST. EROSION CONTROL MEASURES SHALL BE IN PLACE AT THE END OF EACH DAY'S WORK.

POST-CONSTRUCTION STORM WATER MANAGEMENT

1. AFTER CONSTRUCTION IS COMPLETE FOR THE SCOPE OF WORK INCLUDED IN THIS CONTRACT, THE POTENTIAL FOR STORM WATER CONTAMINATION SHOULD BE MINIMAL. HOWEVER, MAINTENANCE PRACTICES SHALL BE EMPLOYED BY THE FACILITY OPERATOR TO PREVENT CONTAMINATION. OTHER PRIME TRADE CONTRACTORS ON SITE MAY HAVE CONTINUING OR CONCURRENT WORK FOR WHICH THE GENERAL CONTRACTOR WILL NOT BE RESPONSIBLE.

WASTE MANAGEMENT AND DISPOSAL

1. ALL WASTES (INCLUDING EQUIPMENT MAINTENANCE WASTE) REMOVED FROM THE SITE FOR DISPOSAL SHALL BE DISPOSED OF IN THE APPROPRIATE DISPOSAL FACILITIES. NO MATERIAL WASTES SHALL BE BURIED, DUMPED, OR DISCHARGED AT THE SITE WITHOUT THE APPROVAL OF THE REGIONAL WATER BOARD OR THE APPROPRIATE LOCAL AGENCY.

MAINTENANCE AND INSPECTION

1. ALL EQUIPMENT AND CONSTRUCTION AREAS, MATERIAL HANDLING AREAS, AND STORM WATER CONTROL MEASURES ON THE SITE SHALL BE INSPECTED EVERY 90 DAYS DURING THE DRY SEASON (MAR. 16 - OCT. 14), EVERY FOURTEEN (14) CALENDAR DAYS DURING THE RAINY SEASON. INSPECTIONS SHALL ALSO BE MADE WITHIN 24 HOURS AFTER ANY STORM.

ALL GRAVEL SACKS AND HAY BALES SHALL BE INSPECTED FOR INTEGRITY AND PROPER REPAIR AND OPERATION; AND SHALL BE INSPECTED FOR PROPER PLACEMENT IN ACCORDANCE WITH THE DETAIL INCLUDED HEREIN. IF SILT HAS ACCUMULATED TO PREVENT PROPER FUNCTION, THE SILT SHALL BE REMOVED TO THE ORIGINAL GRADE.

NOTE:

THE IMPLEMENTATION OF THIS PLAN WILL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR FOR THE PROJECT AND THE PROJECT SUBCONTRACTORS.

TREE PROTECTION

1. CONTRACTOR SHOULD INSTALL PROTECTIVE FENCING THAT INTRUDES WITHIN TREE DRIPLENS ONLY WITH ON-SITE CONSULTATION AND APPROVAL OF A FORESTER OR QUALIFIED ARBORIST.

2. TREE PROTECTION FENCING SHOULD BE INSTALLED PRIOR TO DEMOLITION ACTIVITIES AND THE CONSTRUCTION PHASE.

3. NO STORAGE OF EQUIPMENT OR CONSTRUCTION MATERIALS OR PARKING OF VEHICLES OR OPERATION OF EQUIPMENT IS PERMITTED WITHIN THE TREE PROTECTION ZONE(TPZ) UNLESS SPECIFICALLY REVIEWED AND AUTHORIZED BY THE FORESTER OR ARBORIST.

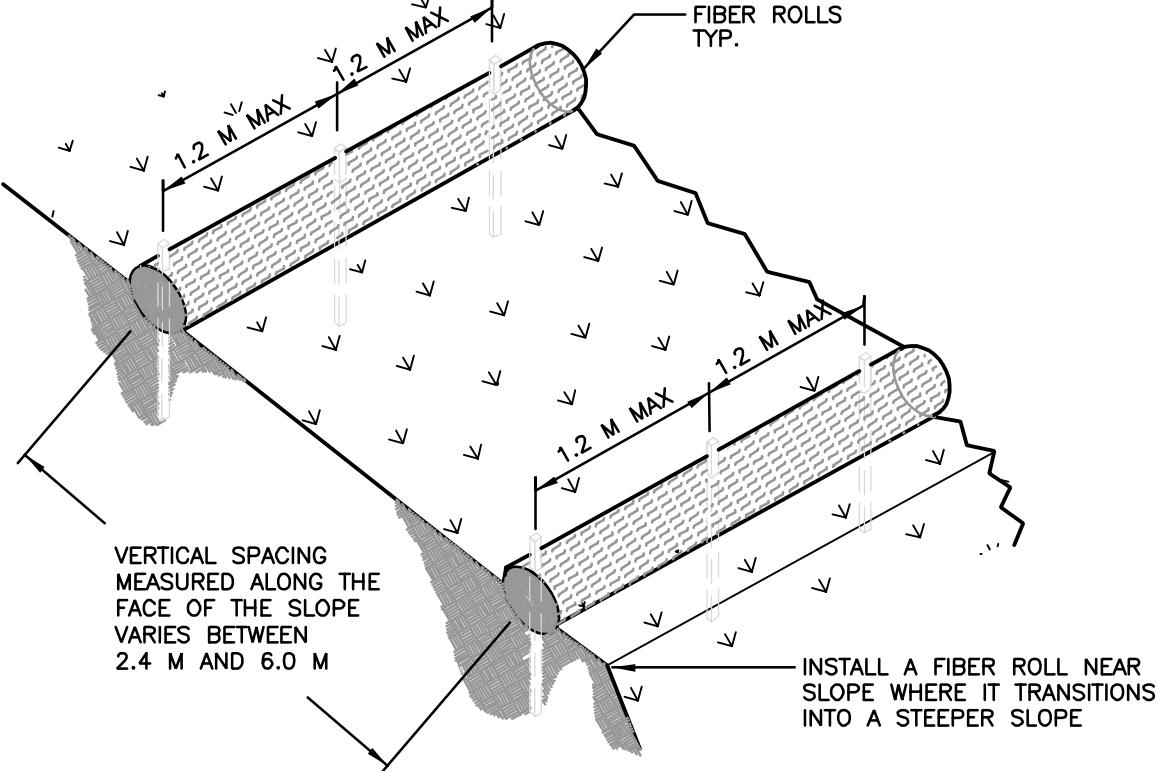
4. NO SOIL MAY BE REMOVED FROM WITHIN THE DRIPLEN OF ANY TREE AND NO FILL OF ADDITIONAL SOIL CAN EXCEED 2" WITHIN THE DRIPLENS OF TREES, UNLESS IT IS PART OF APPROVED CONSTRUCTION AND IS REVIEWED BY QUALIFIED FORESTER OR CERTIFIED ARBORIST.

5. ROOTS EXPOSED BY EXCAVATION MUST BE PRUNED AND RECOVERED AS QUICKLY AS POSSIBLE TO PROMOTE CALLUSING, CLOSURE AND HEALTHY REGROWTH. EXPOSED ROOTS SHOULD BE DRAINED IMMEDIATELY WITH AT LEAST TWO LAYERS OF UNTREATED BURLAP OR CARPETS SECURED TO COVER THE EXCAVATED SURFACE TO A DEPTH OF 3 FEET.

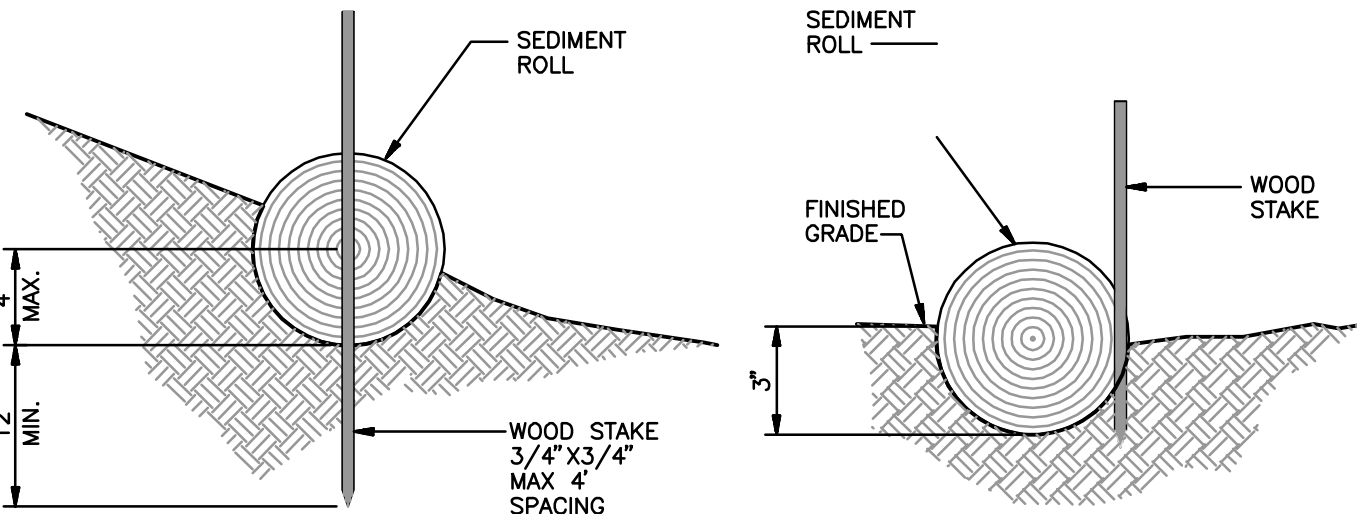
6. ROOTS OF THE REMOVAL TREE SHOULD BE SEVERED BY GRINDING THE STUMP TO AT OR SLIGHTLY BELOW GRADE RATHER THAN EXCAVATING IT WHEN THE REMOVAL TREE IS WITHIN 15 FEET OF RETAINED TREES. IF GRINDING CAN NOT BE DONE, BY MAKING SHARP VERTICAL CUTS AT LIMITS OF APPROVED EXCAVATION BEFORE PUSHING OVER OR EXCAVATING THE ROOTWAD AND TRUNK.

7. RETAINED TREES THAT HAVE HAD ROOT ENDS CLEANLY CUT DURING EXCAVATION SHOULD BE MOISTENED REGULARLY AND OCCASIONAL WETTING DURING THE DRY SEASON OF RETAINED OAK ROOTING AREAS AWAY FROM TREE TRUNKS WILL ENHANCE TREE HEALTH AND VIGOR DURING THE PERIOD OF CONSTRUCTION. WOOD CHIPS OR OTHER MULCH SHOULD BE APPLIED TPZs WITHIN 15' OF CONSTRUCTION ACTIVITIES. CHIPS AND MULCH SHOULD NOT BE LEFT MOUNDED AGAINST TREE TRUNKS.

8. SPECIAL CONSTRUCTION METHODS THAT MINIMIZE ROOT LOSS ARE NECESSARY TO PERMIT HEALTHY RETENTION OF TREES.



TYPICAL FIBER ROLL INSTALLATION



ENTRENCHMENT DETAIL IN SLOPE AREA

ENTRENCHMENT DETAIL IN FLAT AREA

NOTE:
INSTALL FIBER ROLL ALONG A LEVEL CONTOUR.

FIBER ROLL DETAILS

1

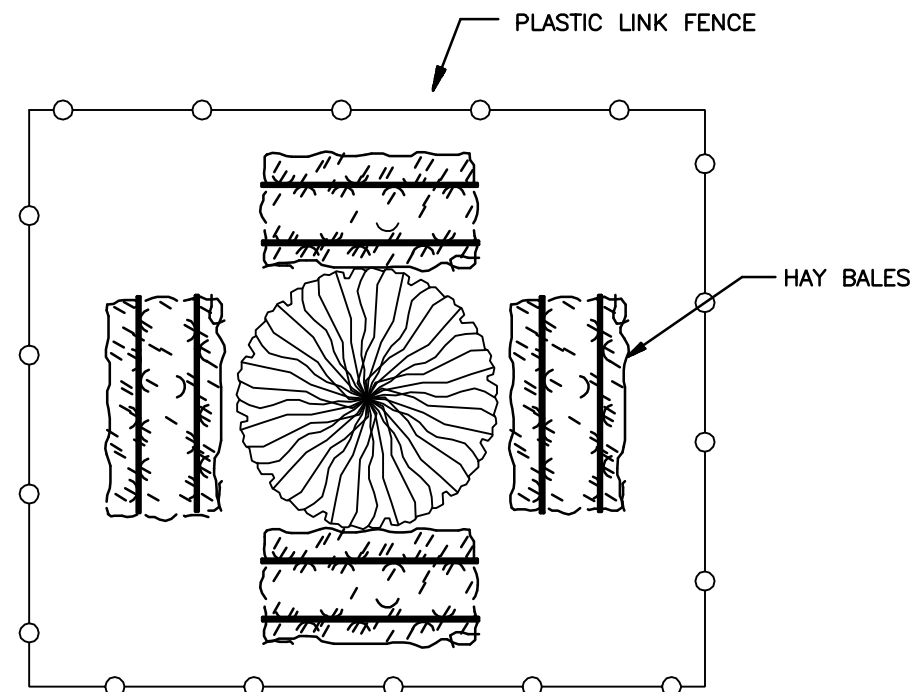
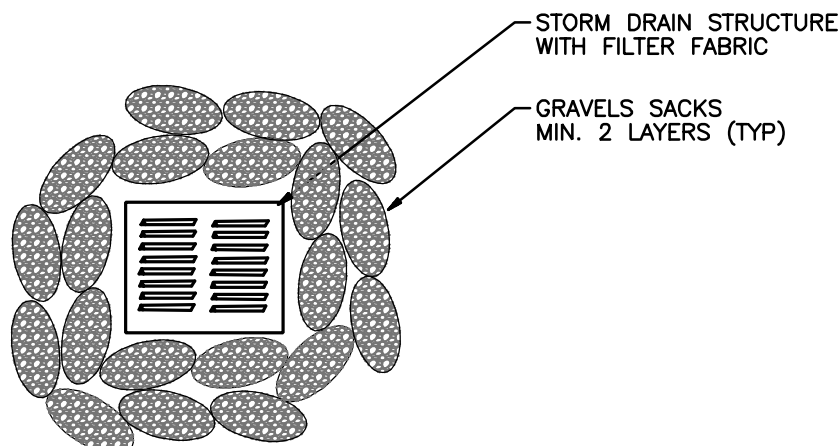
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NOTE:

GRAVEL SACKS SHALL BE USED ON ALL DRAINAGE INLETS, WITHIN THE CONSTRUCTION AREA, TOP OPENINGS AND SIDE OPENINGS.

INLET PROTECTION

NTS



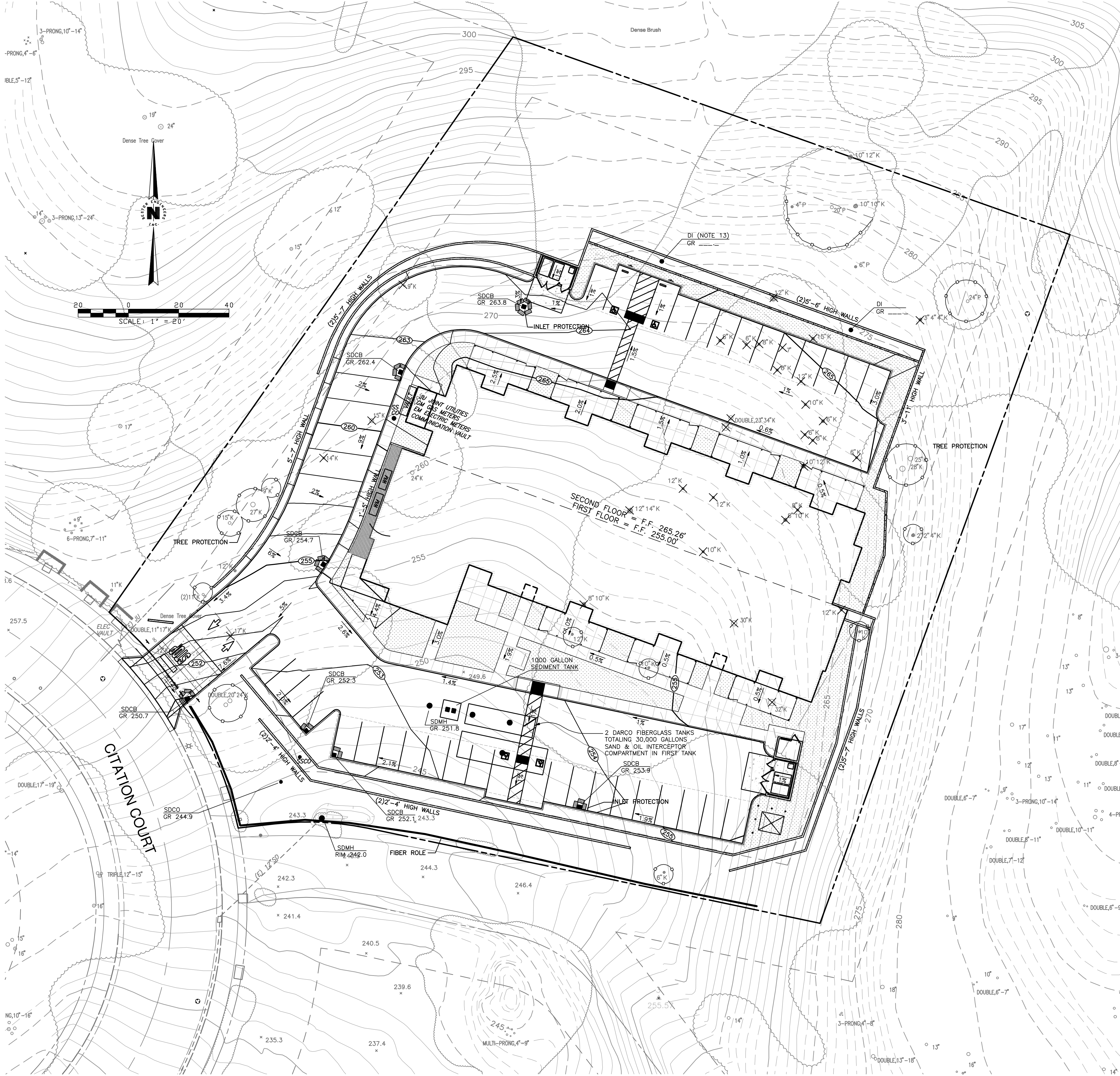
NOTES:

- FENCING SHALL BE RIGIDLY SUPPORTED AND MAINTAINED DURING ALL CONSTRUCTION PERIODS AT A MINIMUM HEIGHT OF 6' ABOVE GRADE.
- AT NO TIME SHALL THE FENCING BE LOCATED CLOSER THAN 3' AWAY FROM THE OUTSIDE EDGE OF TRUNK OR FURTHER THAN 3' AWAY FROM THE APPROVED FOUNDATION, RETAINING WALL, OR GRADE CUT, WHICHEVER PROVIDES THE GREATER DISTANCE FROM THE TREE TRUNK.

TREE PROTECTION

NTS

3



WR&D
WALD RUHNKE & DOST
ARCHITECTS LLP

2340 GARDEN ROAD, SUITE 10
MONTEREY, CALIFORNIA 9394
PHONE: 831.649.4642
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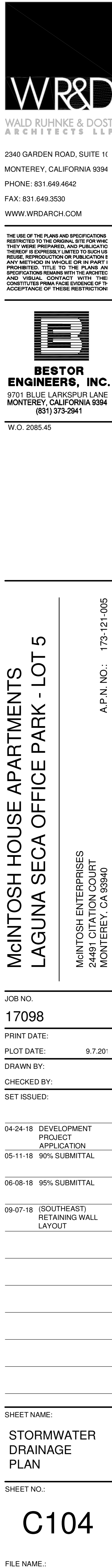
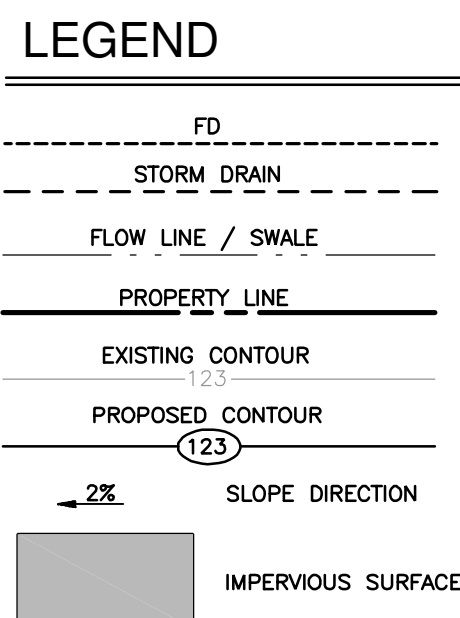
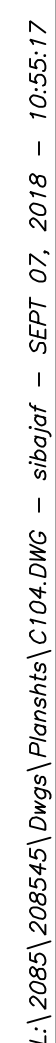
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BESTOR
ENGINEERS, INC.
9701 BLUE LARKSPUR LANE
MONTEREY, CALIFORNIA 9394
(831) 373-2941
W.O. 2085.45

A.P.N. NO.:	
JOB NO.:	
PRINT DATE:	
PLOT DATE:	9.7.20
DRAWN BY:	
CHECKED BY:	
SET ISSUED:	
04-24-18	DEVELOPMENT PROJECT APPLICATION
05-11-18	90% SUBMITTAL
06-08-18	95% SUBMITTAL
09-07-18	(SOUTHEAST) RETAINING WALL LAYOUT

SHEET NAME:	
EROSION CONTROL PLAN	
SHEET NO.:	

C102



THE DEMOLITION NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY
REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS

- D1** CONTRACTOR SHALL REMOVE AND LEGALLY DISPOSE OF (E) CONCRETE CURB AND WALKWAY AS REQUIRED TO ACCOMMODATE (N) WORK.
- D2** CONTRACTOR SHALL REMOVE AND LEGALLY DISPOSE OF (E) TREE AS REQUIRED TO ACCOMMODATE (N) WORK.

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

- | | |
|---|--|
| 1 | INDICATES PROPERTY LINE |
| 2 | (E) CONCRETE CURB AND WALKWAY TO REMAIN INTACT. |
| 3 | (E) ASPHALT PAVED COUNTY ROAD TO REMAIN INTACT. |
| 4 | (E) TREE TO REMAIN INTACT. PROTECT FROM DAMAGE. |
| 5 | (E) STREET LIGHT TO REMAIN INTACT. PROTECT FROM DAMAGE. |
| 6 | (E) UTILITY VAULT TO REMAIN INTACT. PROTECT FROM DAMAGE. |
| 7 | (E) RETAINING WALL AROUND UTILITY VAULT TO REMAIN INTACT. PROTECT FROM DAMAGE. |
| 8 | INDICATES REQUIRED SETBACK LINE. |
| 9 | HATCH AREA INDICATES SCENIC EASEMENT. |

McINTOSH ENTERPRISES
24491 CITATION COURT
MONTEREY, CA 93940

A.P.N. NO.: 173-121-005

JOB NO.

17098.1

PRINT DATE:

PLOT DATE: 11.30.2018

DRAWN BY: AGL
CHECKED BY: HR

SET ISSUED

03-13-18	DEVELOPMENT PROJECT APPLICATION
07-03-19	GENERAL DEV PLAN SUBMITTAL SET FOR PC MTG
11-26-2018	PLAN CHECK

11-26-2018 PLAN CHECK

SHEET NAME:

DEMOLITION SITE PLAN

SHEET NO.:

D100

FILE NAME.: 17098.1-D100





2340 GARDEN ROAD, SUITE 100
MONTEREY, CALIFORNIA 93940
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McINTOSH HOUSE APARTMENTS
LAGUNA SECA OFFICE PARK - LOT 5

McINTOSH ENTERPRISES
24481 CITATION COURT
MONTEREY, CA 93940

A.P.N. NO.: 173-121-005

JOB NO.

17098.1

PRINT DATE:

PLOT DATE: 11.30.2018

DRAWN BY: AG

CHECKED BY: AH

SET ISSUED:

03-13-18	DEVELOPMENT PROJECT APPLICATION
07-03-19	GENERAL DEV PLAN SUBMITTAL SET FOR PC MTG
11-26-2018	PLAN CHECK

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SHEET NAME:

SITE PLAN

SHEET NO.:

A100

FILE NAME: 17098-1-A100

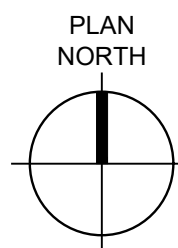
KEY NOTES

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- INDICATES PROPERTY LINE
- (E) CONCRETE CURB AND WALKWAY TO REMAIN INTACT.
- (E) ASPHALT PAVED COUNTY ROAD TO REMAIN INTACT.
- (E) TREE TO REMAIN INTACT. PROTECT FROM DAMAGE.
- (E) STREET LIGHT TO REMAIN INTACT. PROTECT FROM DAMAGE.
- (E) UTILITY VAULT TO REMAIN INTACT. PROTECT FROM DAMAGE.
- (E) RETAINING WALL AROUND UTILITY VAULT TO REMAIN INTACT. PROTECT FROM DAMAGE.
- INDICATES REQUIRED SETBACK LINE.
- HATCH AREA INDICATES SCENIC EASEMENT.
- 4" WIDE PAINTED PARKING STALL STRIPING PER COUNTY STANDARDS.
- PROVIDE 4" THICK CONCRETE WALKWAY WITH SLIP RESISTANT FINISH MEDIUM SALT FINISH, TYP. AND PROPERLY PLACED 6"x6"x10" WELDED WIRE MESH OVER A MIN. 8" CLASS 2 AGGREGATE BASE WORK OVER COMPACTED SUBGRADE. CONCRETE WALK TO BE A MIN. 4'-0" WIDE (SEE PLAN DIMENSION FOR SPECIFIC CONDITIONS). PROVIDE POSITIVE SLOPE AWAY FROM BUILDING WHERE APPLICABLE. REFER TO CIVIL DRAWINGS AND GEOTECH REPORT FOR EXACT CONFIGURATION OF CONCRETE WALKWAY SECTION. SEE DETAIL 17/A104.
- PROVIDE DETECTABLE WARNING SURFACE (TRUNCATED DOMES) MIN. 36" IN DEPTH THE ENTIRE LENGTH OF OPENING / LANDING / RAMP AS SHOWN ON PLAN. SEE DETAIL 18/A104.
- LANDSCAPED AREA.
- PROVIDE PAINTED DIRECTIONAL ARROWS PER COUNTY STANDARDS. SEE DETAIL 5/A104 & COUNTY STANDARDS
- INDICATES NEW BOARD FORMED INTEGRAL COLORED CONCRETE RETAINING WALL - SEE STRUCTURAL DRAWINGS.
- INDICATES "VAN ACCESSIBLE" STALL. SEE DETAIL 3/A104.
- INDICATES 36" BUMPER OVERHANG.
- INDICATES EXTENT OF 6" HIGH CURBS WHICH SHALL BE PAINTED RED WITH "HIGH WHITE LETTERS STATING "FIRE LANES - NO PARKING" AT 30'-0" O.C. MAX. WHEN 6" CURBS NOT AVAILABLE, INSTALL A "FIRE LANES - NO PARKING ANYTIME" SIGN (R28 - 12"x18"). SIGN HEIGHT SHALL BE 54" FROM TOP OF PAVEMENT/LANDSCAPE AREA TO BOTTOM OF SIGN ON A WALL, FENCE OR BUILDING 15'-0" O.C. MAX. A POLE-MOUNTED SIGN IN A PEDESTRIAN WALKWAY SHALL BE 84" FROM THE BOTTOM OF THE SIGN TO TOP OF WALKWAY. SEE DETAIL 9/A104.
- INDICATES NEW BUILDING FOOTPRINT. - SEE FLOOR PLANS & SHEETS A201 & A202
- INDICATES NEW MONUMENT SIGN W/ GROUND-MOUNTED LIGHTING (BY SEPARATE PERMIT)
- ACCESSIBLE PATH OF TRAVEL INDICATOR ARROWS. ARROWS SHOWN ON PLAN ARE FOR REFERENCE ONLY AND NOT FOR PHYSICAL APPLICATION. WALKWAY ALONG ACCESSIBLE PATH OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVE A MAX. 1/2" CHANGE IN ELEVATION (BEVELED), MIN. 48" IN WIDTH, HAVE MAX. 1/4" PER FOOT CROSS SLOPES, AND WHERE NECESSARY TO CHANGE ELEVATION AT A SLOPE EXCEEDING 5% (1:20) SHALL HAVE RAMPS COMPLYING WITH CBC SECTION 11B-303.
- INDICATES LOCATION OF METAL TUBE BIKE RACK, MIN. (4) BIKE CAPACITY. SEE DETAIL 6/A104.
- PROVIDE CONCRETE WHEEL STOP. SEE DETAIL 10/A104.
- PROVIDE A "DISABLED PARKING ENTRY" SIGN ("VEHICLE TOW-AWAY" SIGN) (17"x22") AND A "NOTICE ALL ROADS ARE FIRE LANES" ENTRANCE SIGN (18"x24") INSTALLED TOGETHER FOR VEHICLES ENTERING INTO THE PARKING LOT AT ALL DRIVEWAY ENTRANCES PER COUNTY STANDARDS. SEE DETAIL 8/A104.
- PROVIDE ACCESSIBLE STALL SIGNAGE. SEE DETAIL 7/A104 (S/M).
- PROVIDE 6" HIGH CONCRETE CURB TYPICAL AS SHOWN. REFER TO CIVIL DRAWINGS FOR ADDITIONAL NOTATION.
- PROVIDE NEW AC PAVEMENT OVER AGGREGATE BASE AND COMPACTED SOIL SUBGRADE. REFER TO CIVIL DRAWINGS FOR ADDITIONAL NOTATION.
- INDICATES NEW ACCESSIBLE CURB RAMP PER ADA AND COUNTY STANDARDS. PROVIDE TRUNCATED DOME DETECTABLE WARNING SURFACE AS REQUIRED. PROVIDE PAINTED INTERNATIONAL SYMBOL OF ACCESSIBILITY.
- INDICATES CONCRETE CONTROL OR EXPANSION JOINTS AT CONCRETE WALKWAY. SEE DETAIL 1/A104.
- INDICATES NEW 6'-0" BOARD FORMED INTEGRAL COLORED CONCRETE TRASH/RECYCLE ENCLOSURE WITH PRIMED AND PAINTED METAL ACCESS GATES. SEE DETAILS 1/A105 & 2/A105.
- PROVIDE R1 STOP SIGN (24"x24") AT ALL DRIVEWAY EXITS FOR EXITING VEHICLES FROM PARKING LOT PER COUNTY STANDARDS.
- TOOL STORAGE ROOM ATTACHED TO TRASH/RECYCLE ENCLOSURE. SEE DETAIL 1/A105.
- EXTERIOR WALKWAY AND DOOR LANDINGS SHALL NOT EXCEED 1/4" PER FOOT (2%) UP TO DOORS THRESHOLD FOR A MIN. DISTANCE OF 5'-0" OUT FROM THE DOOR OPENING. TYPICAL AT ALL EXTERIOR DOORS U.O.N.
- PROVIDE NEW CONCRETE GUTTER / CURB / WALKWAY PER COUNTY PUBLIC WORKS STANDARDS.
- PRE-FABRICATED METAL CARPORTS - MIN VERTICAL CLEARANCE OF 8'-4" TO ANY STRUCTURE, CONDUIT, LIGHT FIXTURES, SUSPENDED FEATURES, ETC. MEASURED AT ANY POINT IN A PLUMBING LINE TO THE PARKING SURFACE.
- PROPOSED MAILBOX LOCATION - VERIFY CONFIG & LOCATION W/ USPS. SEE DETAIL 11/A105.
- HATCH INDICATES 3.080sf ON-SITE RECREATIONAL AREA FOR RESIDENTS (TOTAL LOT AREA = 83,810sf, 3% MIN REQ'D = 2,514sf ± 3,080sf, therefore OK) - SEE LANDSCAPE DRAWINGS FOR AMENITIES PROPOSED.
- INDICATES NEW +42" GUARDRAIL/ PRIVACY FENCE.

FIRE NOTES

- DEFENSIBLE SPACE REQUIREMENTS - MANAGE COMBUSTIBLE VEGETATION FROM WITHIN MINIMUM OF 100 FEET OF STRUCTURES, OR TO THE PROPERTY LINE, WHICHEVER IS CLOSER. TRIM TREE LIMBS TO A MINIMUM HEIGHT OF 6 FEET FROM THE GROUND. REMOVE TREE LIMBS FROM WITHIN 10 FEET OF CHIMNEYS. ADDITIONAL AND/OR ALTERNATE FIRE PROTECTION OF FIREBREAKS APPROVED BY THE FIRE AUTHORITY MAY BE REQUIRED TO PROVIDE REASONABLE FIRE SAFETY. ENVIRONMENTALLY SENSITIVE AREAS MAY REQUIRE ALTERNATIVE FIRE PROTECTION. TO BE DETERMINED BY REVIEWING AUTHORITY AND THE DIRECTOR OF PLANNING AND BUILDING INSPECTION.
- FIRE PROTECTION EQUIPMENT & SYSTEMS - FIRE SPRINKLER SYSTEM - THE BUILDING(S) AND ATTACHED GARAGE(S) SHALL BE FULLY PROTECTED WITH AUTOMATIC FIRE SPRINKLER SYSTEM(S). INSTALLATION SHALL BE IN ACCORDANCE WITH THE APPLICABLE NFPA STANDARD. A MINIMUM OF FOUR (4) SETS OF PLANS FOR FIRE SPRINKLER SYSTEMS MUST BE SUBMITTED BY A CALIFORNIA LICENSED C-16 CONTRACTOR AND APPROVED PRIOR TO INSTALLATION. THE REQUIREMENT IS NOT INTENDED TO DELAY ISSUANCE OF A BUILDING PERMIT. A ROUGH SPRINKLER INSPECTION MUST BE SCHEDULED BY THE INSTALLING CONTRACTOR AND COMPLETED PRIOR TO REQUESTING A FRAMING INSPECTION.
- FIRE ALARM SYSTEM - THE BUILDING(S) SHALL BE FULLY PROTECTED WITH AN APPROVAL CENTRAL STATION, OR REMOTE STATION AUTOMATIC FIRE ALARM SYSTEM AS DEFINED BY NFPA STANDARD 72 PURSUANT TO CALIFORNIA FIRE CODE SECTION 903.4. AUDIBLE ALARM NOTIFICATION APPLIANCES SHALL BE PROVIDED IN ANY DWELLING UNITS REQUIRED TO BE DESIGNATED FOR RESIDENTS WHO ARE HEARING IMPAIRED. PURSUANT TO CFC AND CBC SECTION 907.5.2.3.3, ALL DWELLING UNITS SHALL BE PROVIDED WITH THE CAPABILITY TO SUPPORT VISIBLE ALARM NOTIFICATION APPLIANCES PER NFPA 72. SUCH CAPABILITY SHALL BE PERMITTED TO INCLUDE THE POTENTIAL FOR FUTURE INTERCONNECTION OF THE BUILDING FIRE ALARM SYSTEM WITH THE UNIT SMOKE ALARMS. REPLACEMENT OF AUDIBLE APPLIANCES WITH COMBINATION AUDIBLE/VISIBLE APPLIANCES, OR FUTURE EXTENSION OF THE EXISTING WIRING FROM THE UNIT SMOKE ALARM LOCATIONS TO REQUIRED LOCATIONS FOR VISIBLE APPLIANCES, PLANS AND SPECIFICATIONS FOR THE FIRE ALARM SYSTEM SHALL BE SUBMITTED BY A CALIFORNIA LICENSED C-10 CONTRACTOR AND APPROVED PRIOR TO REQUESTING A ROUGH SPRINKLER OR FRAMING INSPECTION.



NEW SITE PLAN
SCALE: 1/16"=1'-0"



16. GRADING PLAN

Responsible Department:Environmental Services

Condition/Mitigation Monitoring Measure:

The applicant shall submit a grading plan, prepared by a registered Professional Engineer, incorporating the recommendations in the project Geotechnical Investigation prepared by Soil Surveys Group, Inc. The grading plan shall include contour intervals and cross-sections that identify the existing grade, proposed grade, and the extent of any proposed excavation and/or fill. The grading plan shall include the geotechnical inspection schedule that identifies when the inspections will be completed, who will conduct the inspection (i.e., PG, PE, and/or Special Inspector), a description of the required inspection, inspector name, and the completion date. The applicant shall also provide certification from the licensed practitioner that the grading plan incorporates their geotechnical recommendations. (RMA-Environmental Services)

Compliance or Monitoring Action to be Performed:

Prior to issuance of any grading or building permits, the applicant shall submit a grading plan to RMA-Environmental Services for review and approval.

Prior to issuance of any grading or building permits, the applicant shall submit certification from a licensed practitioner that they have reviewed the grading plan for conformance with the geotechnical recommendations.

17. INSPECTION-PRIOR TO LAND DISTURBANCE

Responsible Department:Environmental Services

Condition/Mitigation Monitoring Measure:

The applicant shall schedule an inspection with RMA-Environmental Services to ensure all necessary sediment controls are in place and the project is compliant with Monterey County regulations. This inspection requirement shall be noted on the Erosion Control Plan. (RMA – Environmental Services)

Compliance or Monitoring Action to be Performed:

Prior to commencement of any land disturbance, the owner/applicant shall schedule an inspection with RMA-Environmental Services.

18. INSPECTION-DURING ACTIVE CONSTRUCTION

Responsible Department:Environmental Services

Condition/Mitigation Monitoring Measure:

The applicant shall schedule an inspection with RMA-Environmental Services to inspect drainage device installation, review the maintenance and effectiveness of BMPs installed, and to verify that pollutants of concern are not discharged from the site. At the time of the inspection, the applicant shall provide certification that all necessary geotechnical inspections have been completed to that point. This inspection requirement shall be noted on the Erosion Control Plan. (RMA – Environmental Services)

Compliance or Monitoring Action to be Performed:

During construction, the applicant shall schedule an inspection with RMA-Environmental Services.

PLN170765

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12. PD012(E) - LANDSCAPE PLAN & MAINTENANCE (MPWMD-OTHER)

Responsible Department:RMA-Planning

Condition/Mitigation Monitoring Measure:

The site shall be landscaped. Prior to issuance of building permits, three (3) copies of a landscaping plan shall be submitted to the Director of RMA - Planning. A landscape plan review fee is required for this project. Fees shall be paid at the time of landscape plan submittal. The landscaping plan shall be in sufficient detail to identify the location, species, and size of the proposed landscaping and shall include an irrigation plan. The landscaping shall be installed and inspected prior to occupancy. All landscaped areas and/or fences shall be continuously maintained by the applicant and all plant material shall be continuously maintained in a litter-free, weed-free, healthy, growing condition. (RMA - Planning)

Compliance or Monitoring Action to be Performed:

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall submit landscape plans and contractor's estimate to RMA - Planning for review and approval. Landscaping plans shall include the recommendations from the Forest Management Plan or Biological Survey as applicable. All landscape plans shall be signed and stamped by licensed professional under the following statement, "I certify that this landscaping and irrigation plan complies with all Monterey County landscaping requirements, including use of native, drought-tolerant, non-invasive species; limited turf; and low-flow, water conserving irrigation fixtures."

13. PD012(E) - LANDSCAPE PLAN & MAINTENANCE (MPWMD-OTHER)

Responsible Department:RMA-Planning

Condition/Mitigation Monitoring Measure:

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall submit one (1) set landscape plans of approved by RMA-Planning, a Maximum Applied Water Allowance (MAWA) calculation, and a completed "Non-Residential Water Release Form and Water Permit Application" to the Monterey County Water Resources Agency for review and approval.

Compliance or Monitoring Action to be Performed:

Prior to issuance of building permits, the Owner/Applicant/Licensed Landscape Contractor shall submit an approved water permit from the MPWMD to RMA-Building Services.

Prior to occupancy, the Owner/Applicant/Licensed Landscape Contractor/Licensed Landscape Architect shall ensure that the landscaping shall be installed and inspected.

On an on-going basis, all landscaped areas and fences shall be continuously maintained by the Owner/Applicant; all plant material shall be continuously maintained in a litter-free, weed-free, healthy, growing condition.

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9. PD011 - TREE AND ROOT PROTECTION

Responsible Department:RMA-Planning

Condition/Mitigation Monitoring Measure:

Trees which are located close to construction site(s) and those trees close to trees to be removed, shall be protected from inadvertent damage from construction equipment by fencing off the canopy driplines and/or critical root zones (whichever is greater) with protective materials, wrapping trunks with protective materials, avoiding fill of any type against the base of the trunks and avoiding an increase in soil depth at the feeding zone or drip-line of the related trees. Said protection, approved by certified arborist, shall be demonstrated prior to issuance of building permits subject to the approval of RMA - Director of Planning. If there is any potential for damage, all work must stop in the area and a report, with mitigation measures, shall be submitted by certified arborist. Should any additional trees not included in this permit be harmed, during grading or construction activities, in such a way where removal is required, the owner/applicant shall obtain required permits. (RMA - Planning)

Compliance or Monitoring Action to be Performed:

Prior to issuance of grading and/or building permits, the Owner/Applicant shall submit evidence of tree protection to RMA - Planning for review and approval.

During construction, the Owner/Applicant/Arborist shall submit on-going evidence that tree protection measures are in place through out grading and construction phases. If damage is possible, submit an interim report prepared by a certified arborist.

Prior to final inspection, the Owner/Applicant shall submit photos of the trees on the property to RMA-Planning after construction to document that tree protection has been successful or if follow-up remediation or additional permits are required.

10. PD011(A) - TREE REMOVAL

Responsible Department:RMA-Planning

Condition/Mitigation Monitoring Measure:

Tree removal shall not occur until a construction permit has been issued in conformance with the appropriate stage or phase of development in this permit. Only those trees approved for removal shall be removed. (RMA-Planning)

Compliance or Monitoring Action to be Performed:

Prior to tree removal, the Owner/ Applicant/ Tree Removal Contractor shall demonstrate that a construction permit has been issued prior to commencement of tree removal.

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4. PD002(A) - ATTACH RESOLUTION TO CONSTRUCTION PLANS

Responsible Department:RMA-Planning

Condition/Mitigation Monitoring Measure:

A copy of the Resolution of Approval (Resolution No. **) for the Permit (Planning File No.: PLN*****) shall be incorporated into the construction plans for the project prior to the issuance of a grading or building permit. The Contractor/Owner/Applicant shall be responsible for compliance with all conditions of approval. (RMA - Planning)

Compliance or Monitoring Action to be Performed:

Prior to commencement of any grading or construction activities, the Owner/Applicant shall submit evidence to RMA-Planning for review and approval, that the Resolution of Approval, for the project, has been incorporated into the construction plans for the project/approved development.

Ongoing throughout construction and until all Conditions of Approval and/or Mitigation Measures have been complied with, the Contractor/Owner/Applicant shall provide evidence of compliance with Conditions of Approval to the Responsible Land Use Department as specified in the "Condition of Approval Implementation Plan/Mitigation Monitoring Reporting Plan."

5. PD003(A) - CULTURAL RESOURCES NEGATIVE ARCHAEOLOGICAL REPORT

Responsible Department:RMA-Planning

Condition/Mitigation Monitoring Measure:

If, during the course of construction, cultural, archaeological, historical or paleontological resources are uncovered at the site (surface or subsurface resources) work shall be halted immediately within 50 meters (165 feet) of the find until a qualified professional archaeologist can evaluate it. Monterey County RMA - Planning and a qualified archaeologist (i.e., an archaeologist registered with the Register of Professional Archaeologists) shall be immediately contacted by the responsible individual present on-site. When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for recovery. (RMA - Planning)

Compliance or Monitoring Action to be Performed:

The Owner/Applicant shall adhere to this condition on an on-going basis.

Prior to the issuance of grading or building permits and/or prior to the recordation of the final/parcel map, whichever occurs first, the Owner/Applicant shall include requirements of this condition as a note on all grading and building plans. The note shall state "Stop work within 50 meters (165 feet) of uncovered resource and contact Monterey County RMA - Planning and a qualified archaeologist immediately if cultural, archaeological, historical or paleontological resources are uncovered."

When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for the discovery.

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Monterey County RMA Planning

DRAFT Conditions of Approval/Implementation Plan/Mitigation

Monitoring and Reporting Plan

PLN170765

1. PD001 - SPECIFIC USES ONLY

Responsible Department:RMA-Planning

Condition/Mitigation Monitoring Measure:

This General Development Plan and Combined Development Permit (PLN170765) to allow development in the Visitor Serving and Professional Office (VO) zoned Laguna Seca Office Park, and an Amendment to a previously approved Combined Development Permit (PLN200332) to allow Use Permits for construction of a 22,137 square foot, 15-unit residential apartment building and removal of 43 oaks. The property is located at 24491 Citation Court, Monterey (Assessor's Parcel Number 173-121-005-000), Greater Monterey Peninsula Area Plan.

This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of RMA - Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (RMA - Planning)

Compliance or Monitoring Action to be Performed:

The Owner/Applicant shall adhere to conditions and uses specified in the permit on an ongoing basis unless otherwise stated.

PLN170765

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19. INSPECTION-FOLLOWING ACTIVE CONSTRUCTION

Responsible Department:Environmental Services

Condition/Mitigation Monitoring Measure:

The applicant shall schedule an inspection with RMA-Environmental Services to ensure all disturbed areas have been stabilized and all temporary erosion and sediment control measures that are no longer needed have been removed. This inspection requirement shall be noted on the Erosion Control Plan. (RMA – Environmental Services)

Compliance or Monitoring Action to be Performed:

Prior to final inspection, the owner/applicant shall schedule an inspection with RMA-Environmental Services.

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13. PD014(A) - LIGHTING - EXTERIOR LIGHTING PLAN

Responsible Department:RMA-Planning

Condition/Mitigation Monitoring Measure:

All exterior lighting shall be unobtrusive, down-lit, harmonious with the local area, and constructed or located so that only the intended area is illuminated and off-site glare is fully controlled. The lighting source shall be shielded and recessed into the fixture. The applicant shall submit three (3) copies of an exterior lighting plan which shall indicate the location, type, and wattage of all light fixtures and include catalog sheets for each fixture. The lighting shall comply with the requirements of the California Energy Code set forth in California Code of Regulations Title 24 Part 6. The exterior lighting plan shall be subject to approval by the Director of RMA - Planning, prior to the issuance of building permits. (RMA - Planning)

Compliance or Monitoring Action to be Performed:

Prior to the issuance of building permits, the Owner/Applicant shall submit three copies of the lighting plans to RMA - Planning for review and approval. Approved lighting plans shall be incorporated into final building plans.

Prior to final/occupancy, the Owner/Applicant/Contractor shall submit written and photographic evidence demonstrating that the lighting has been installed according to the approved plan.

On an on-going basis, the Owner/Applicant shall ensure that the lighting is installed and maintained in accordance with the approved plan.

14. EROSION CONTROL PLAN

Responsible Department:Environmental Services

Condition/Mitigation Monitoring Measure:

The applicant shall submit an Erosion Control Plan in conformance with the requirements of Monterey County Code Chapter 16.12. The Erosion Control Plan shall include a construction entrance, concrete washout, stockpile area(s), material storage area(s), portable sanitation facilities and waste collection area(s), as applicable. (RMA-Environmental Services)

Compliance or Monitoring Action to be Performed:

Prior to issuance of any grading or building permits, the applicant shall submit an Erosion Control Plan to RMA-Environmental Services for review and approval.

15. GEOTECHNICAL CERTIFICATION

Responsible Department:Environmental Services

Condition/Mitigation Monitoring Measure:

The applicant shall provide certification from a licensed practitioner that all development has been constructed in accordance with the recommendations in the project Geotechnical Report. (RMA- Environmental Services)

Compliance or Monitoring Action to be Performed:

Prior to final inspection, the owner/applicant shall provide RMA-Environmental Services a letter from a licensed practitioner.

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11. PD048 - TREE REPLACEMENT/RELOCATION

Responsible Department:RMA-Planning

Condition/Mitigation Monitoring Measure:

Within 60 days of permit approval, the applicant shall replace and or relocate each tree approved for removal as follows:
- Replacement ratio;
- Replacement ratio recommended by arborist;
- Other:
Replacement tree(s) shall be located within the same general location as the tree being removed. (RMA - Planning)

Compliance or Monitoring Action to be Performed:

The Owner/Applicant shall submit evidence of tree replacement to RMA-Planning for review and approval. Evidence shall be a receipt for the purchase of the replacement tree(s) and photos of the replacement tree(s) being planted.

Six months after the planting of the replacement tree(s), the Owner/Applicant shall submit evidence demonstrating that the replacement tree(s) are in a healthy, growing condition.

One year after the planting of the replacement tree(s), the Owner/Applicant shall submit a letter prepared by a County-approved tree consultant reporting on the health of the replacement tree(s) and whether or not the tree replacement was successful or if follow-up remediation measures or additional permits are required.

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6. PD006(A) - CONDITION COMPLIANCE FEE

Responsible Department:RMA-Planning

Condition/Mitigation Monitoring Measure:

The Owner/Applicant shall pay the Condition Compliance fee, as set forth in the fee schedule adopted by the Board of Supervisors, for the staff time required to satisfy conditions of approval. The fee in effect at the time of payment shall be paid prior to clearing any conditions of approval.

Compliance or Monitoring Action to be Performed:

Prior to clearance of conditions, the Owner/Applicant shall pay the Condition Compliance fee, as set forth in the fee schedule adopted by the Board of Supervisors. (RMA - Planning)

7. PD007- GRADING WINTER RESTRICTION

Responsible Department:RMA-Planning

Condition/Mitigation Monitoring Measure:

No land clearing or grading shall occur on the subject parcel between October 15 and April 15 unless authorized by the Director of RMA - Building Services. (RMA - Planning and RMA - Building Services)

Compliance or Monitoring Action to be Performed:

The Owner/Applicant, on an on-going basis, shall obtain authorization from the Director of RMA - Building Services Department to conduct land clearing or grading between October 15 and April 15.

8. PD050 - RAPTOR/MIGRATORY BIRD NESTING

Responsible Department:RMA-Planning

Condition/Mitigation Monitoring Measure:

Any tree removal activity that occurs during the typical bird nesting season (February 22-August 1), the County of Monterey shall require that the project applicant retain a County qualified biologist to perform a nest survey in order to determine if any active raptor or migratory bird nests occur within the project site or within 300 feet of proposed tree removal activity. During the typical nesting season, the survey shall be conducted no more than 30 days prior to ground disturbance or tree removal. If nesting birds are found on the project site, an appropriate buffer plan shall be established by the project biologist. (RMA - Planning)

Compliance or Monitoring Action to be Performed:

No more than 30 days prior to ground disturbance or tree removal, the Owner/Applicant/Tree Removal Contractor shall submit to RMA-Planning a nest survey prepared by a County qualified biologist to determine if any active raptor or migratory bird nests occur within the project site or immediate vicinity.

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2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department:RMA-Planning

Condition/Mitigation Monitoring Measure:

The applicant shall record a Permit Approval Notice. This notice shall state:
"A [Type of Permit] (Resolution Number **) was approved by [Name of Hearing Body] for Assessor's Parcel Number ** on [Date the permit was approved]. The permit was granted subject to ** conditions of approval which run with the land. A copy of the permit is on file with Monterey County RMA - Planning."

Compliance or Monitoring Action to be Performed:

Proof of recordation of this notice shall be furnished to the Director of RMA - Planning prior to issuance of grading and building permits. Certificates of Compliance, or commencement of use, whichever occurs first and as applicable, the Owner/Applicant shall provide proof of recordation of this notice to the RMA - Planning.

3. CC01 INDEMNIFICATION AGREEMENT

Responsible Department:County Counsel-Risk Management

Condition/Mitigation Monitoring Measure:

The property owner agrees as a condition and in consideration of approval of this discretionary development permit that it will, pursuant to agreement and/or statutory provisions as applicable, including but not limited to Government Code Section 66474.9, defend, indemnify and hold harmless the County of Monterey or its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers or employees to attack, set aside, void or annul this approval, which action is brought within the time period provided for under law, including but not limited to, Government Code Section 66499.37, as applicable. The property owner will reimburse the County for any court costs and attorney's fees which the County may be required by a court to pay as a result of such action. The County may, at its sole discretion, participate in the defense of such action, but such participation shall not relieve applicant of his/her/its obligations under this condition. An agreement to this effect shall be recorded upon demand of County Counsel or concurrent with the issuance of building permits, use of property, filing of the final map, recordation of the certificates of compliance whichever occurs first and as applicable. The County shall promptly notify the property owner of any such claim, action or proceeding and the County shall cooperate fully in the defense thereof. If the County fails to promptly notify the property owner of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the property owner shall not thereafter be responsible to defend, indemnify or hold the County harmless. (County Counsel-Risk Management)

Compliance or Monitoring Action to be Performed:

Upon demand of County Counsel or concurrent with the issuance of building permits, use of the property, recording of the final/parcel map, or recordation of Certificates of Compliance, whichever occurs first and as applicable, the Owner/Applicant shall submit a signed and notarized Indemnification Agreement to the Office of County Counsel-Risk Management for review and signature by the County.

Proof of recordation of the Indemnification Agreement, as outlined, shall be submitted to the Office of County Counsel-Risk Management.

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McINTOSH ENTERPRISES
24491 CITATION COURT
MONTEREY, CA 93940

APN NO.: 173-121-005

McINTOSH HOUSE APARTMENTS
LAGUNA SECA OFFICE PARK - LOT 5

JOB NO.
17098.1

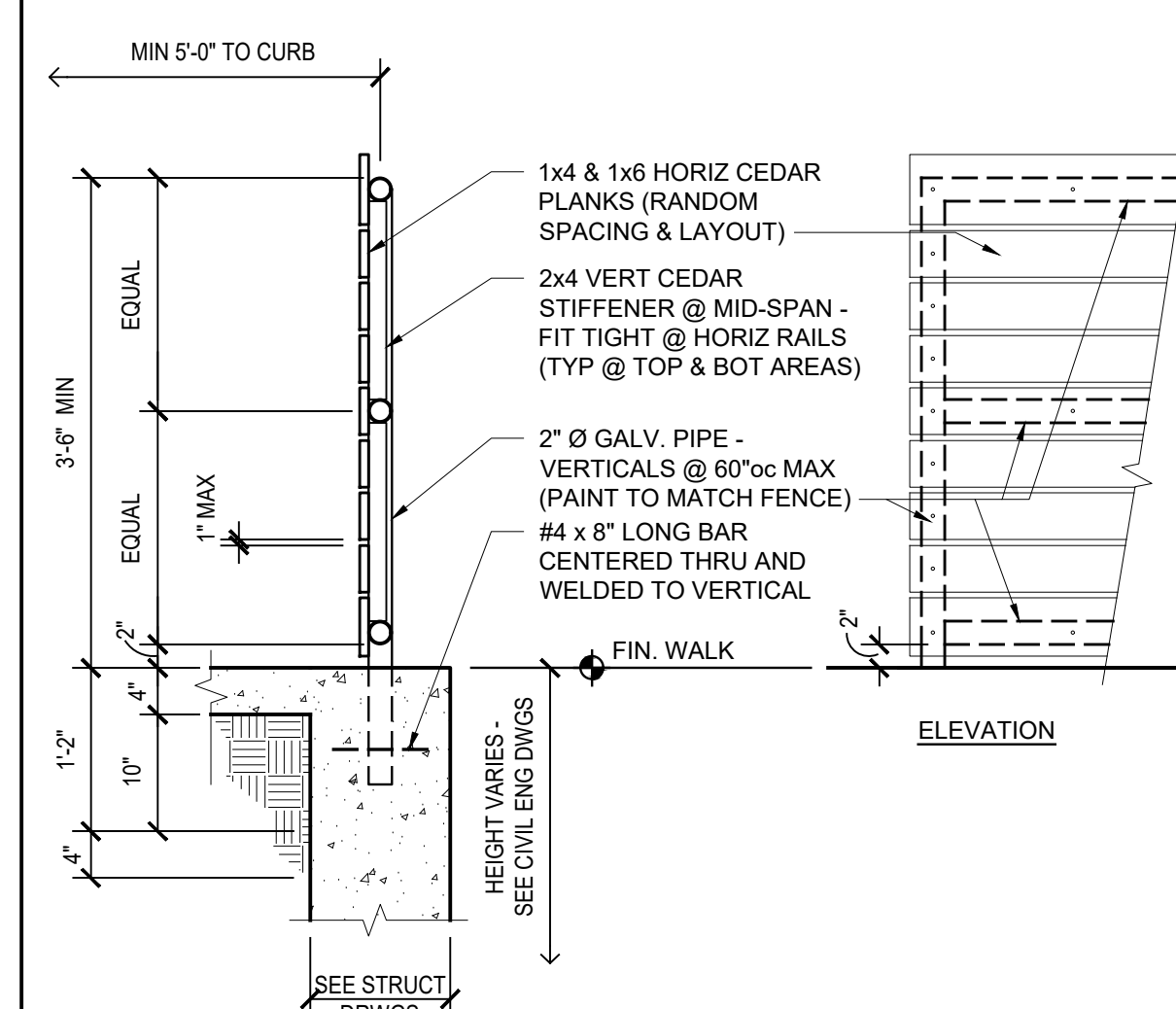
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11-26-2018 PLAN CHECK

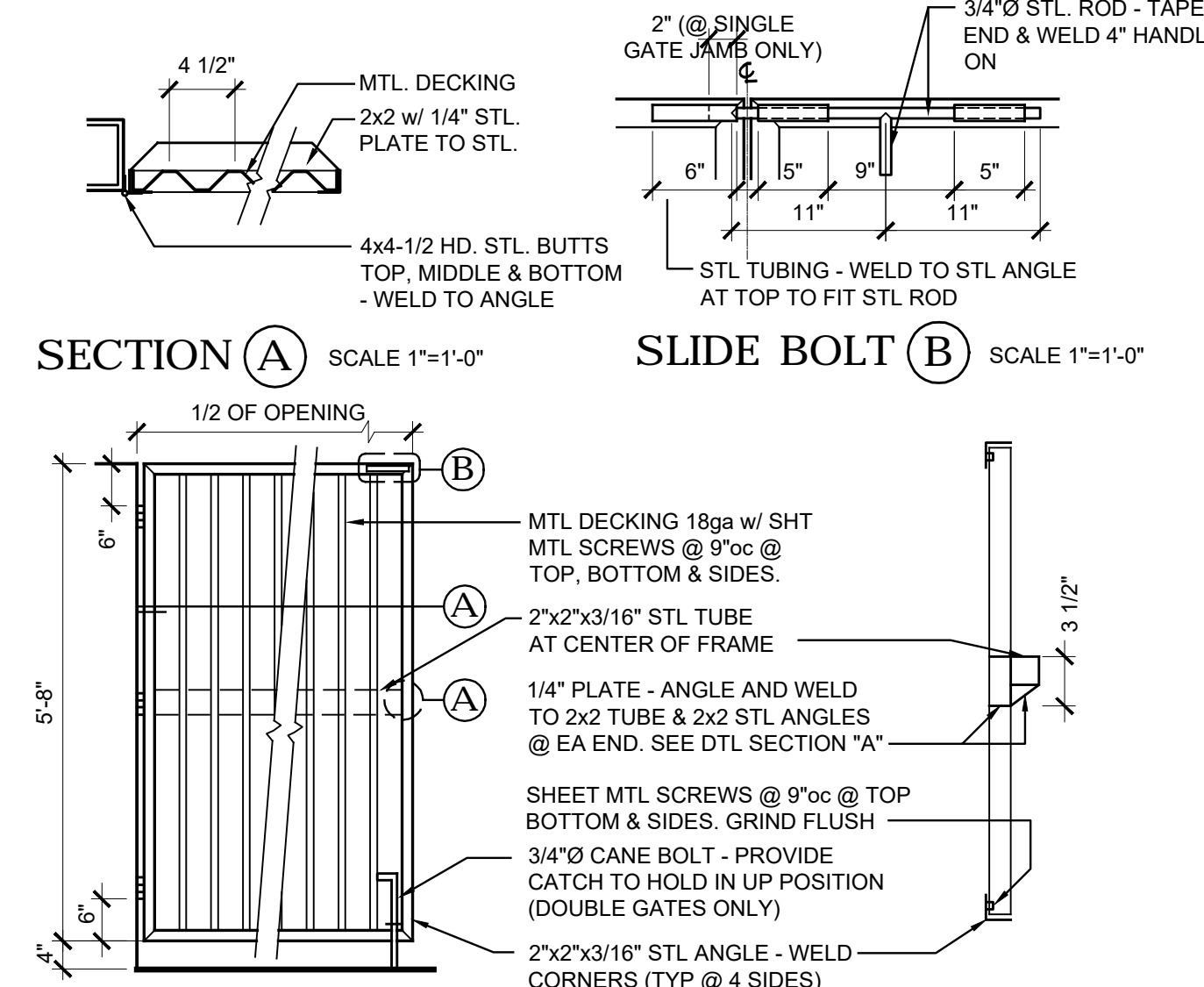
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CONDITIONS OF APPROVAL

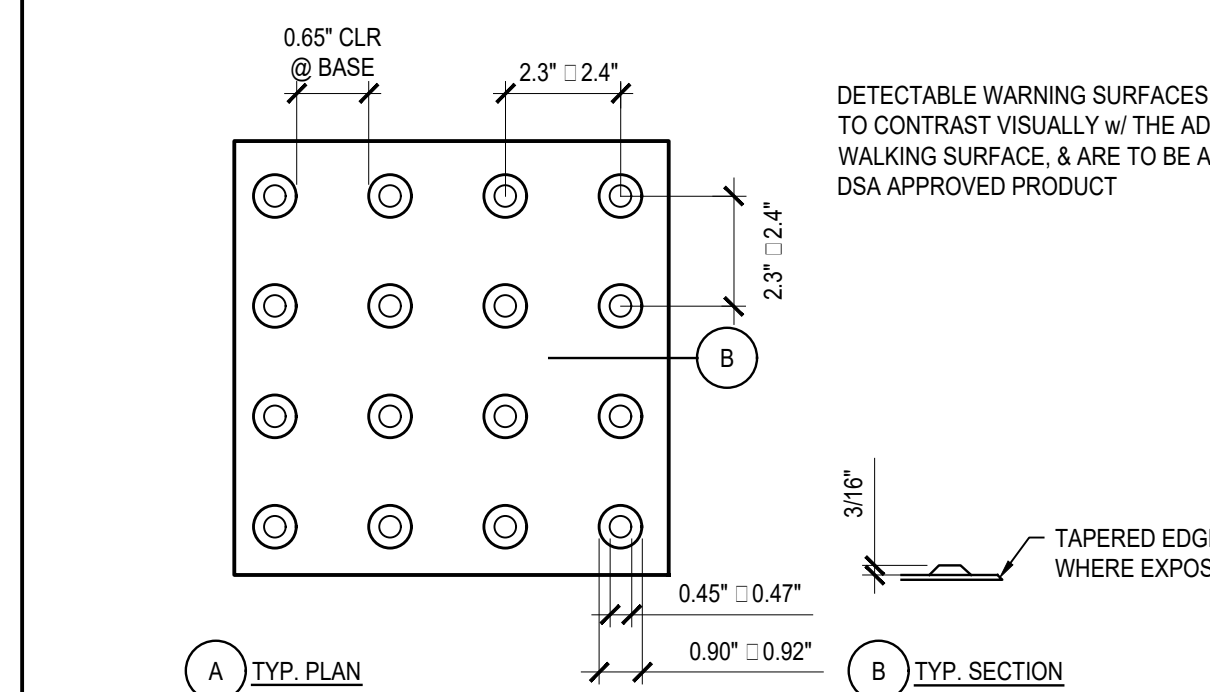
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A101
FILE NAME: 17098-1-A101



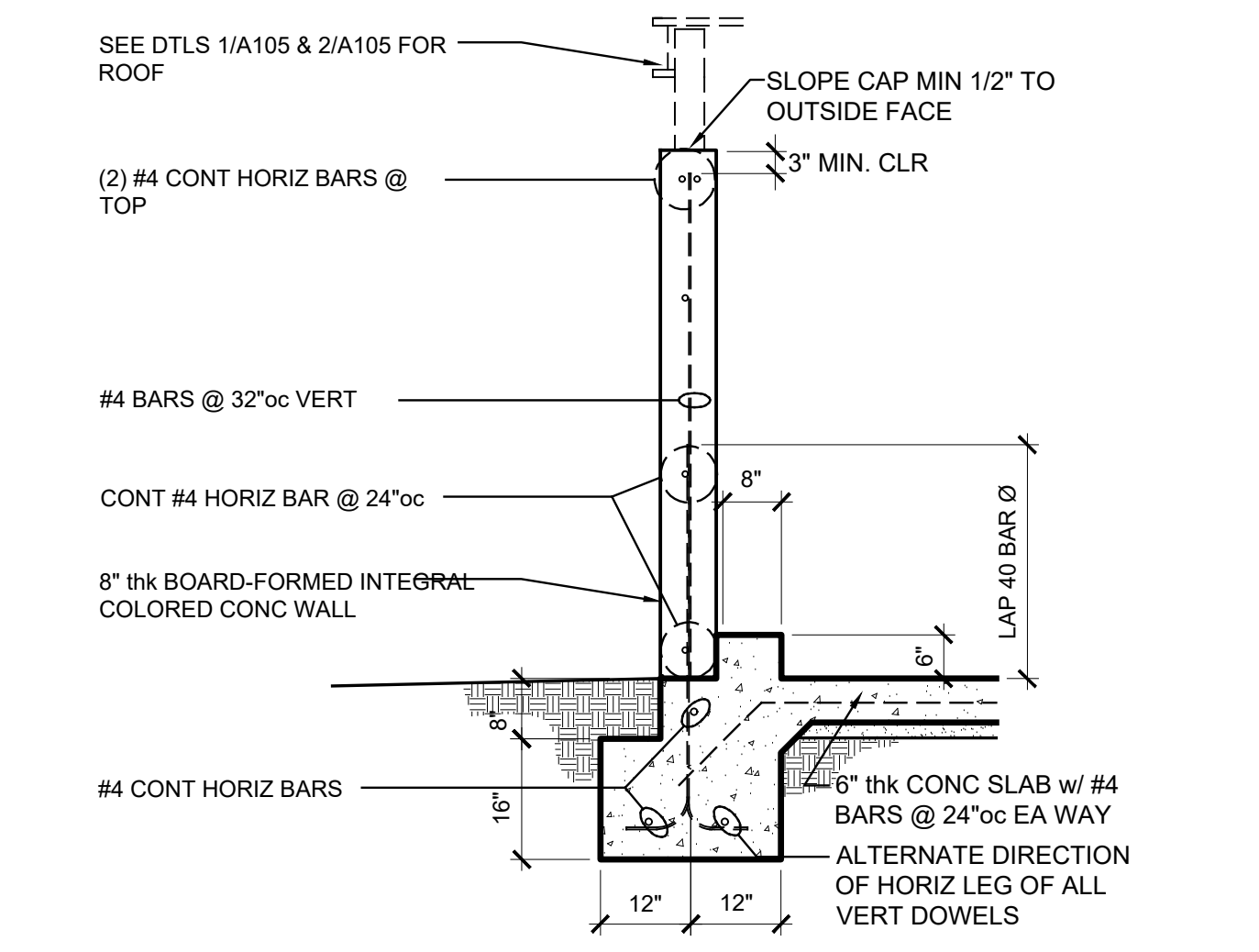
17 GUARDRAIL / PRIVACY FENCE
SCALE: 3/4" = 1'-0"



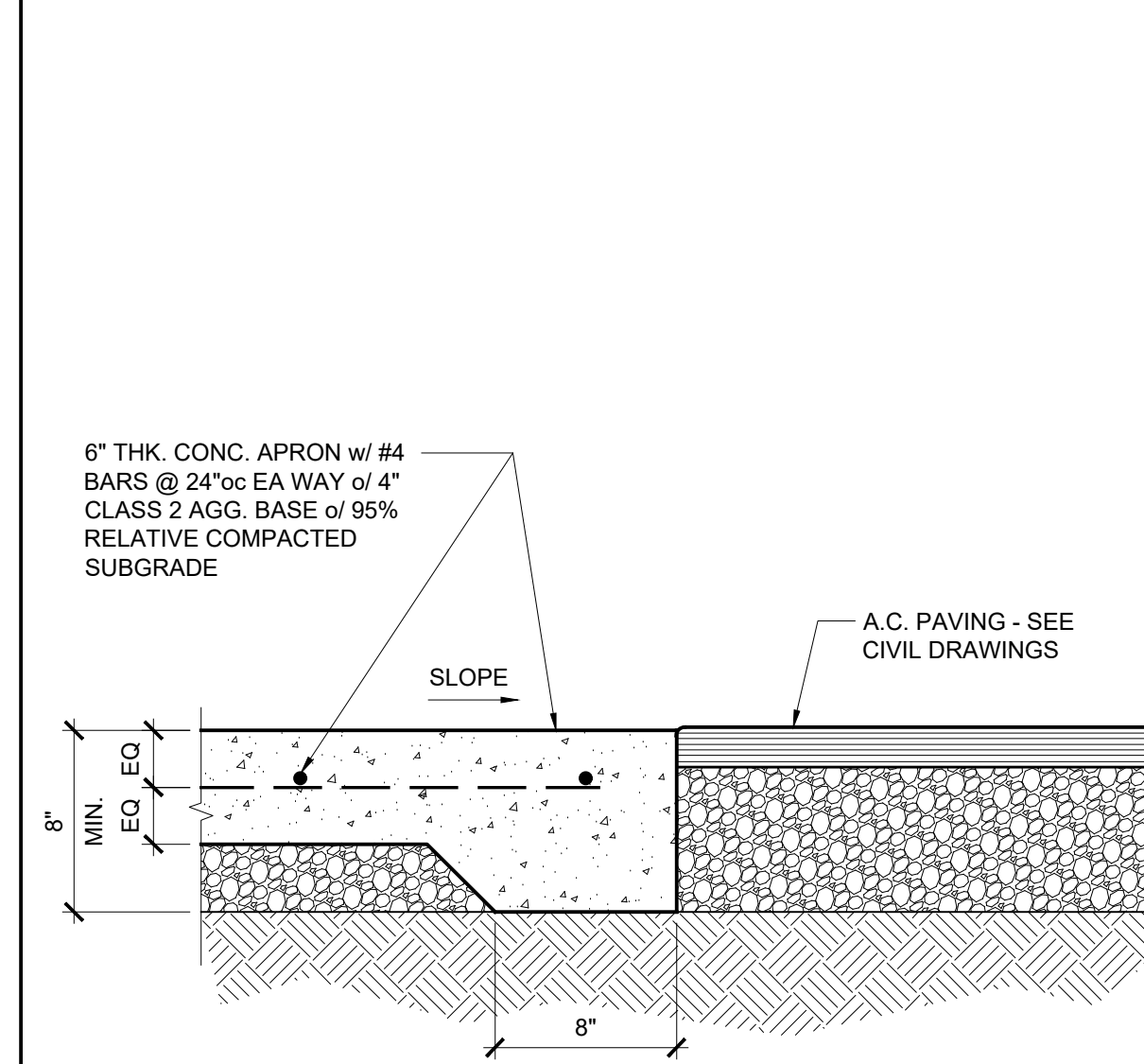
13 ENCLOSURE GATES
SCALE: AS NOTED



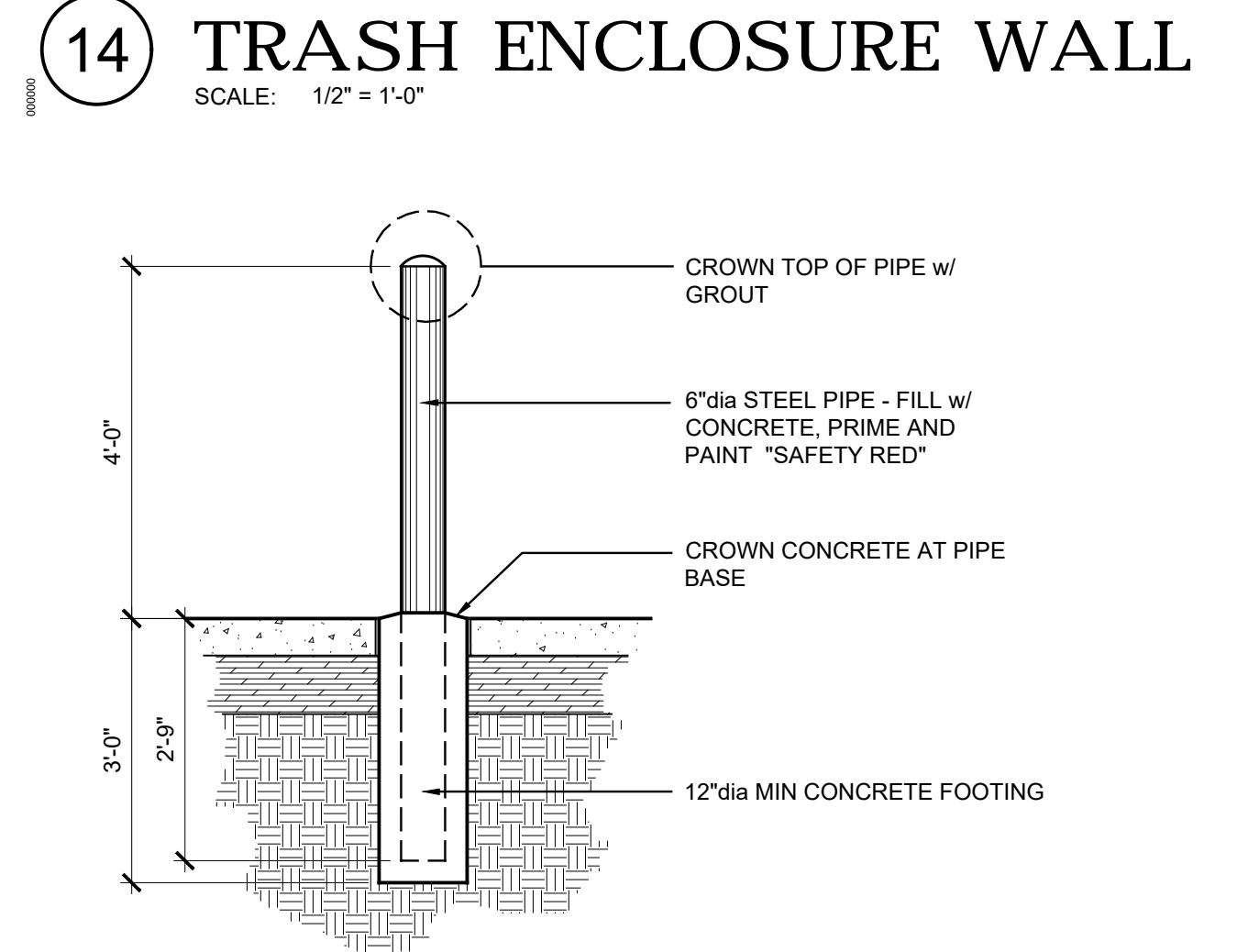
18 TRUNCATED DOMES
SCALE: 3" = 1'-0"



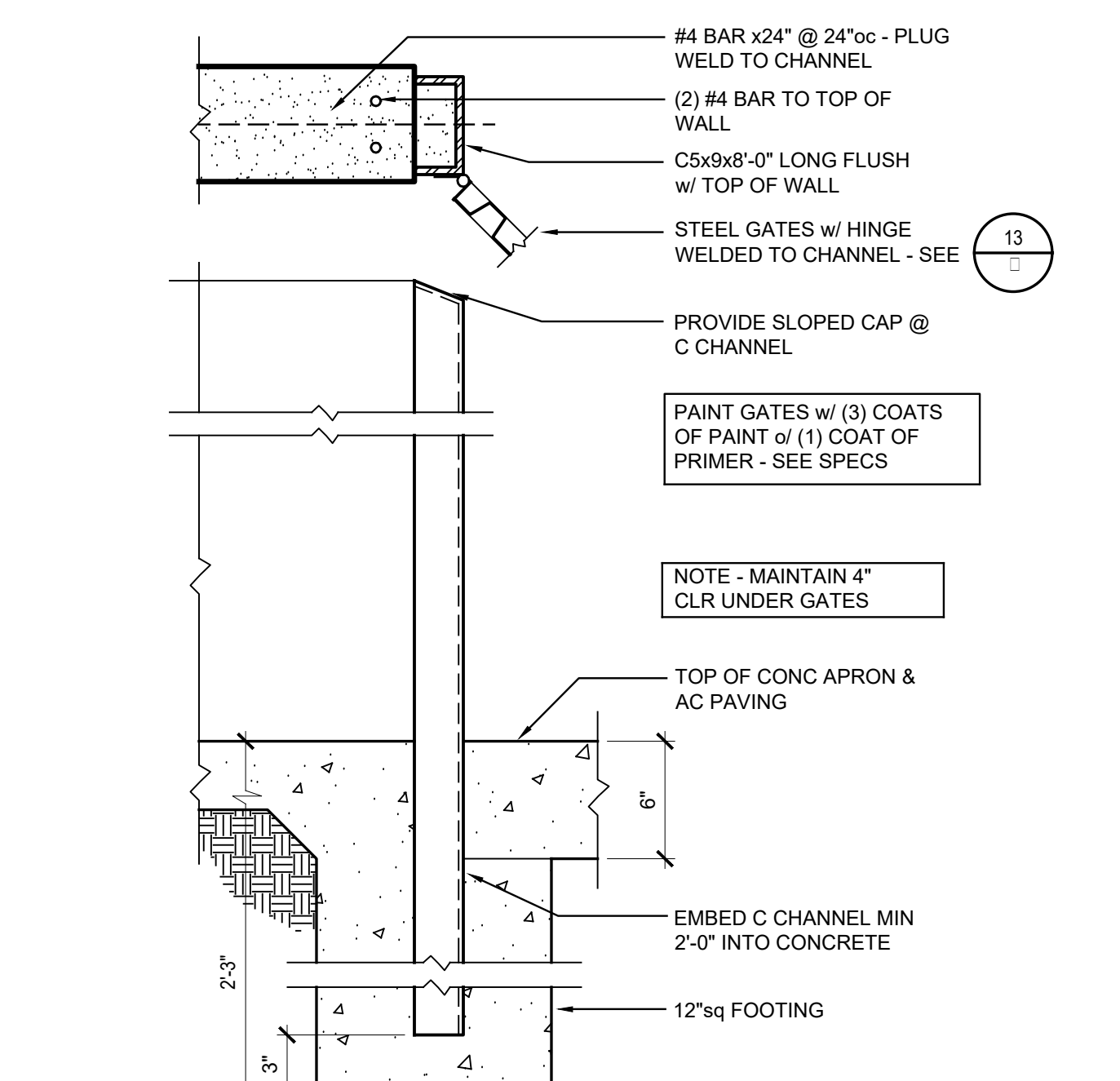
14 TRASH ENCLOSURE WALL
SCALE: 1/2" = 1'-0"



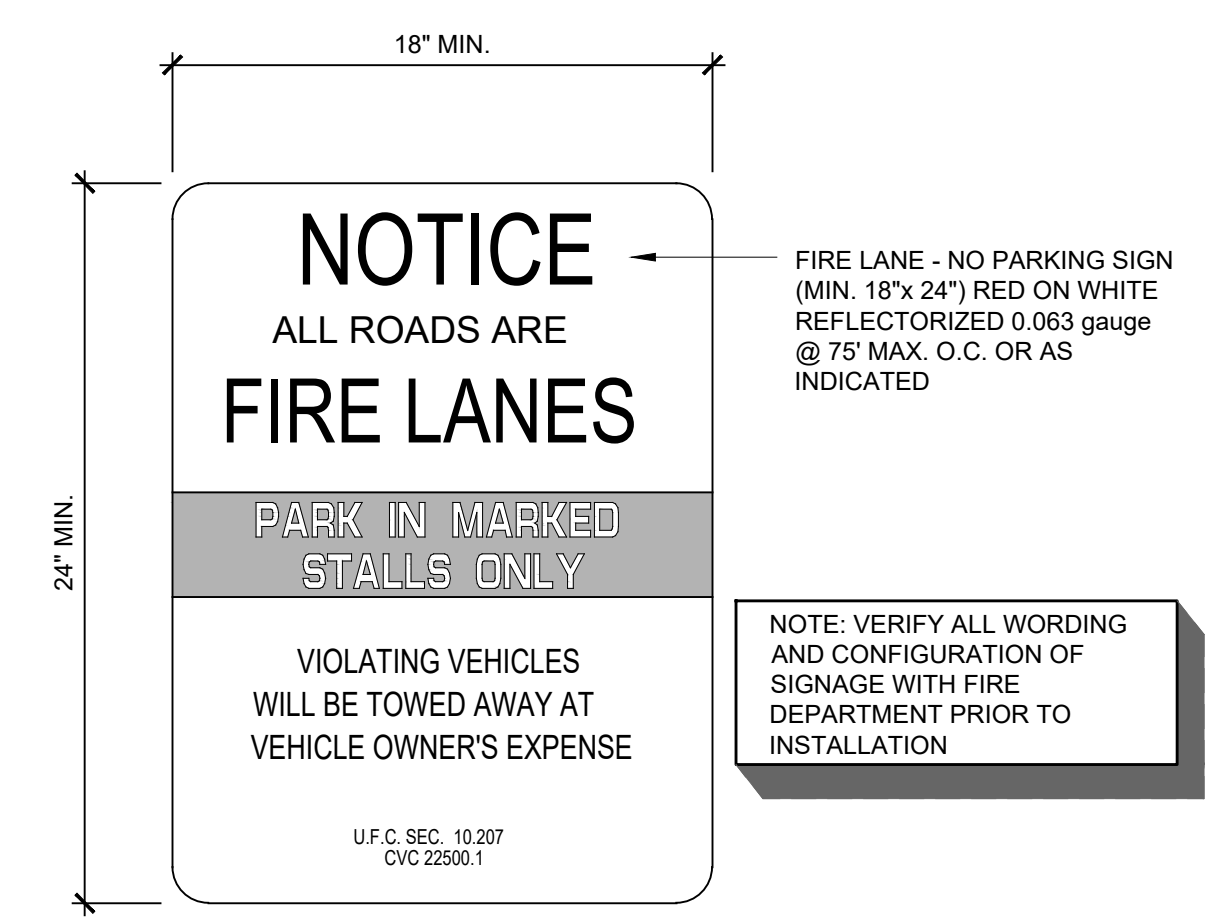
19 TRASH ENCL APRON
SCALE: 1-1/2" = 1'-0"



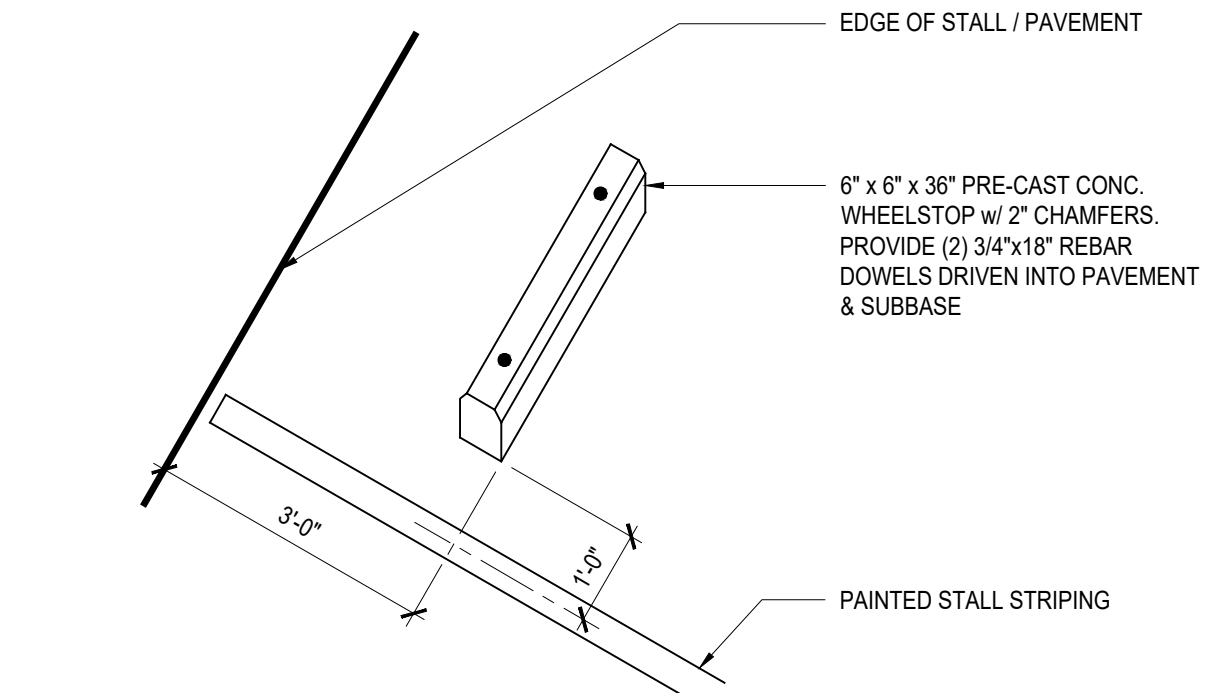
15 PIPE BOLLARD
SCALE: 1/2" = 1'-0"



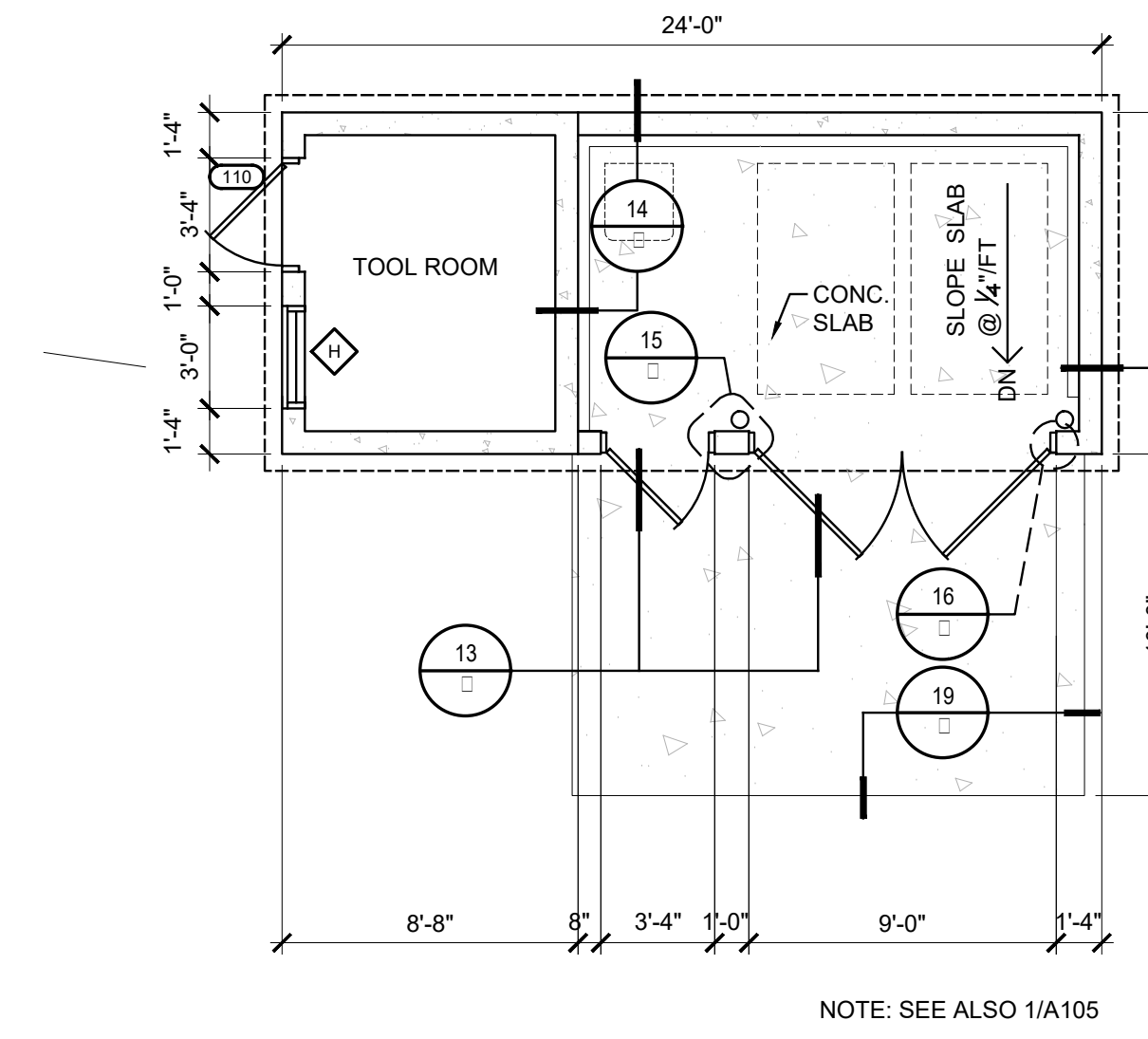
16 TRASH ENCLOSURE JAMB - FOOTING
SCALE: 1-1/2" = 1'-0"



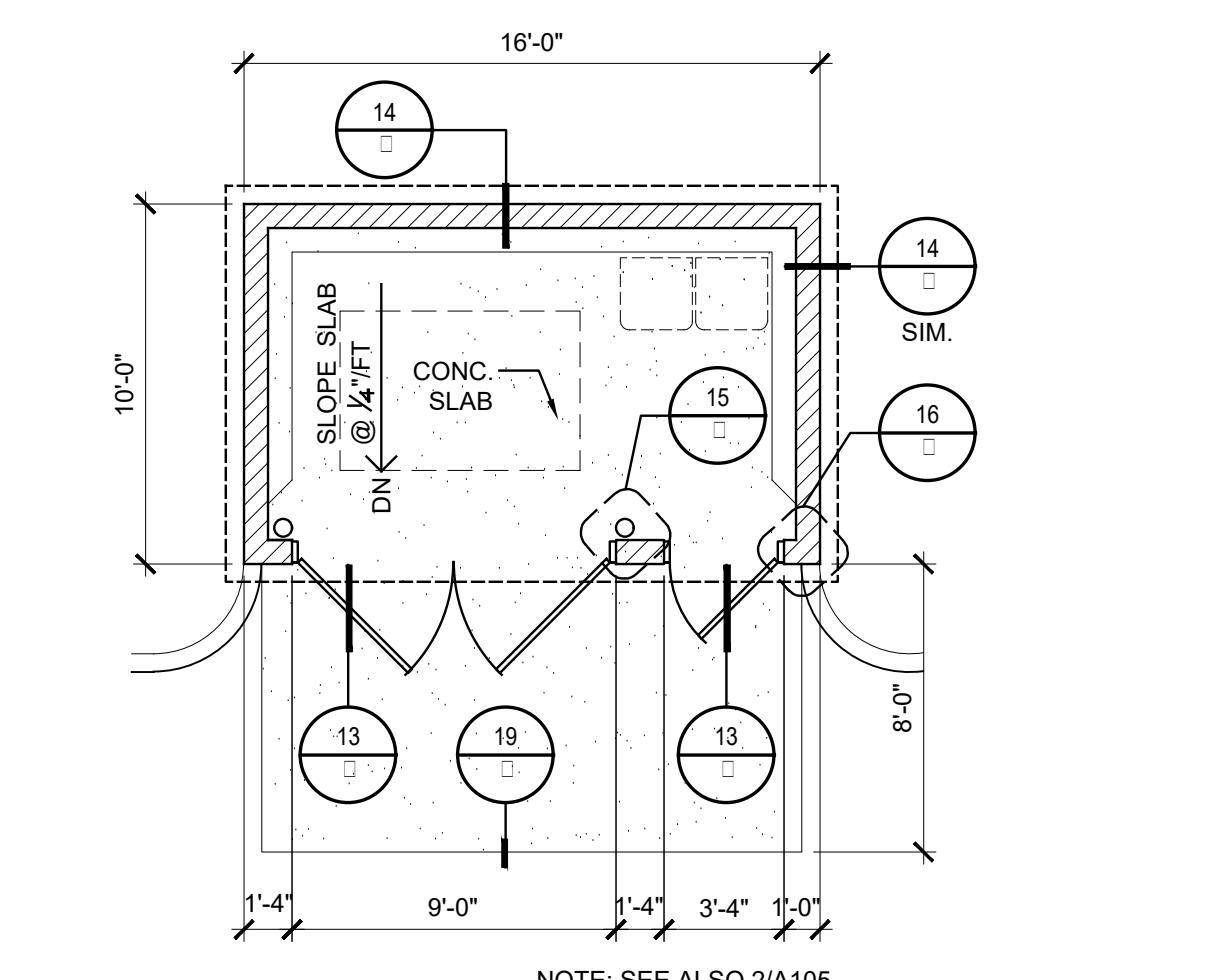
9 FIRE LANE SIGN
SCALE: 3/4" = 1'-0"



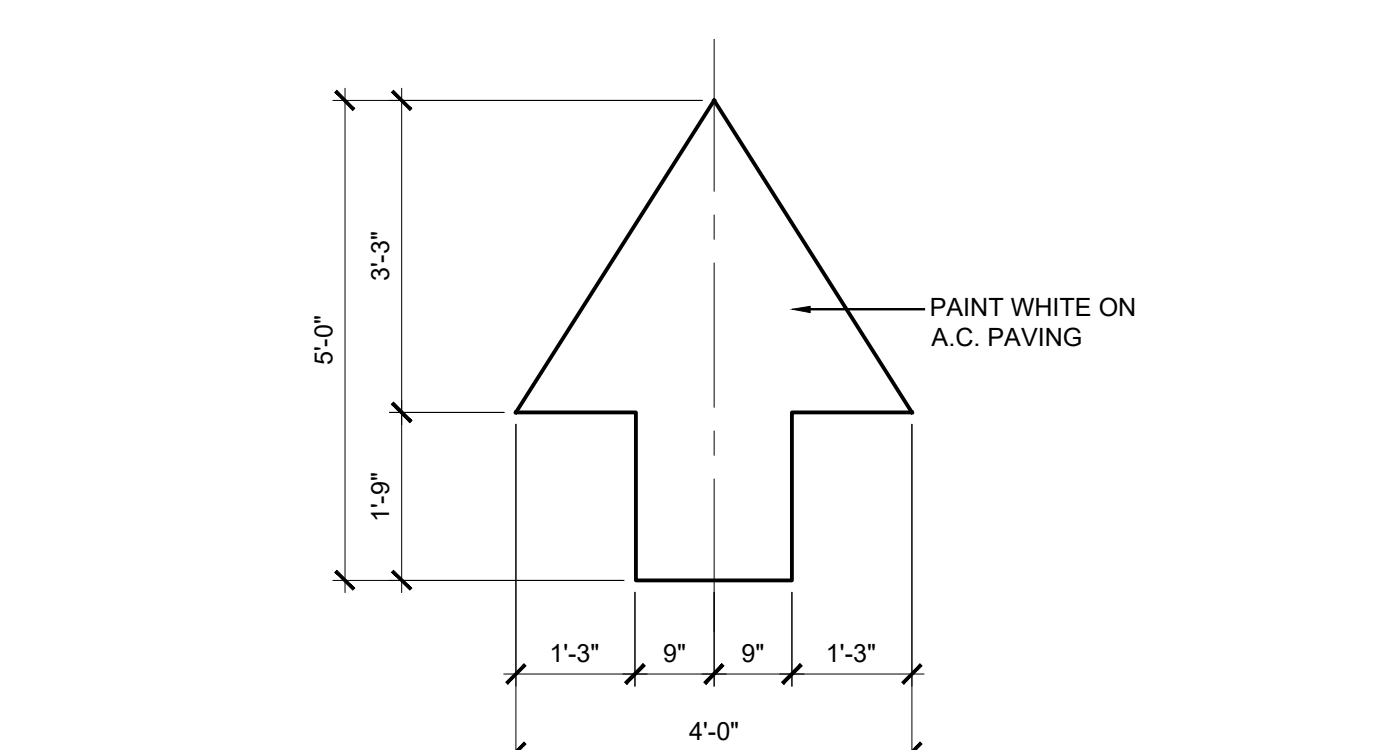
10 PRE-CAST WHEELSTOP
SCALE: 1/2" = 1'-0"



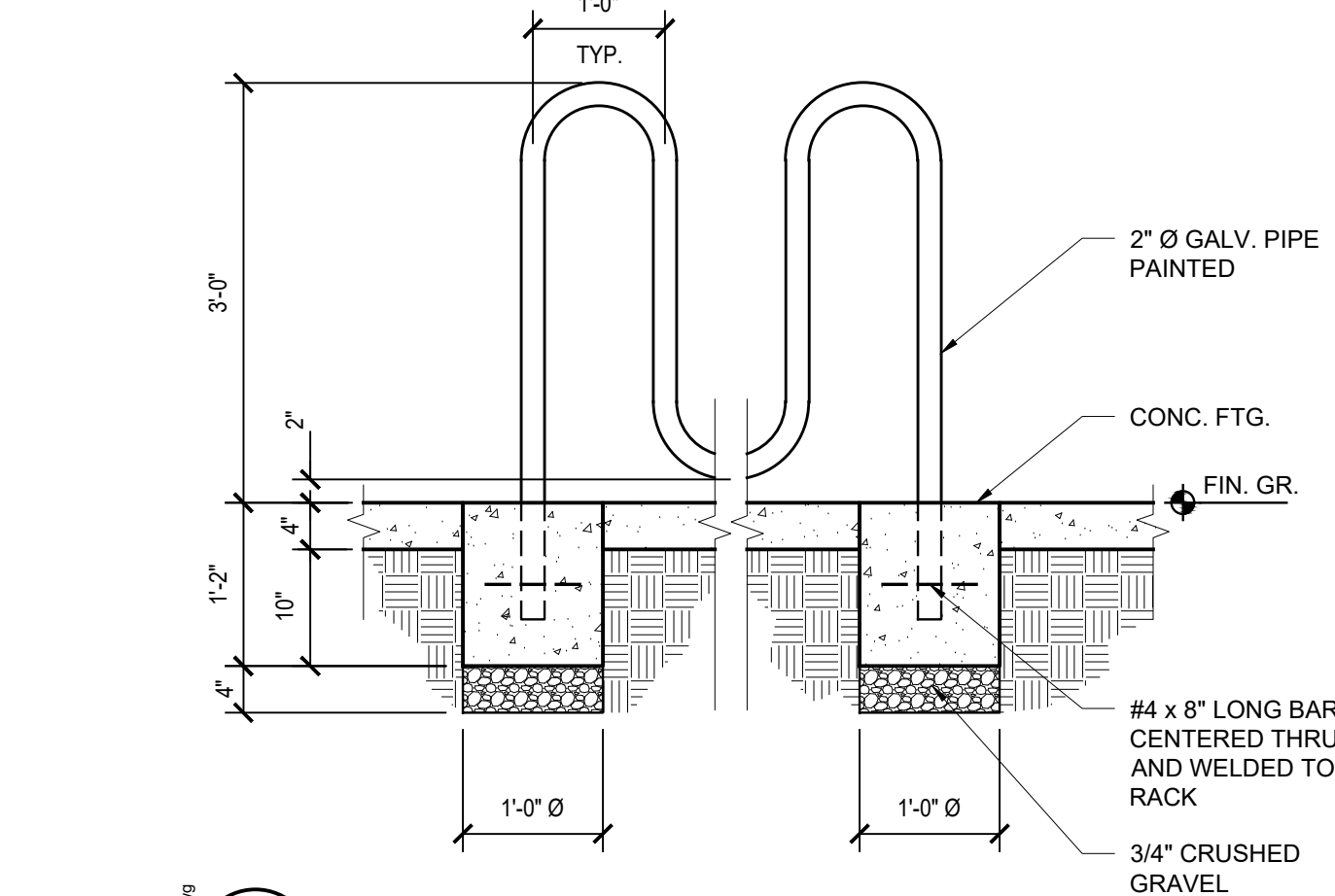
11 TRASH ENCLOSURE w / TOOL ROOM
SCALE: 3/16" = 1'-0"



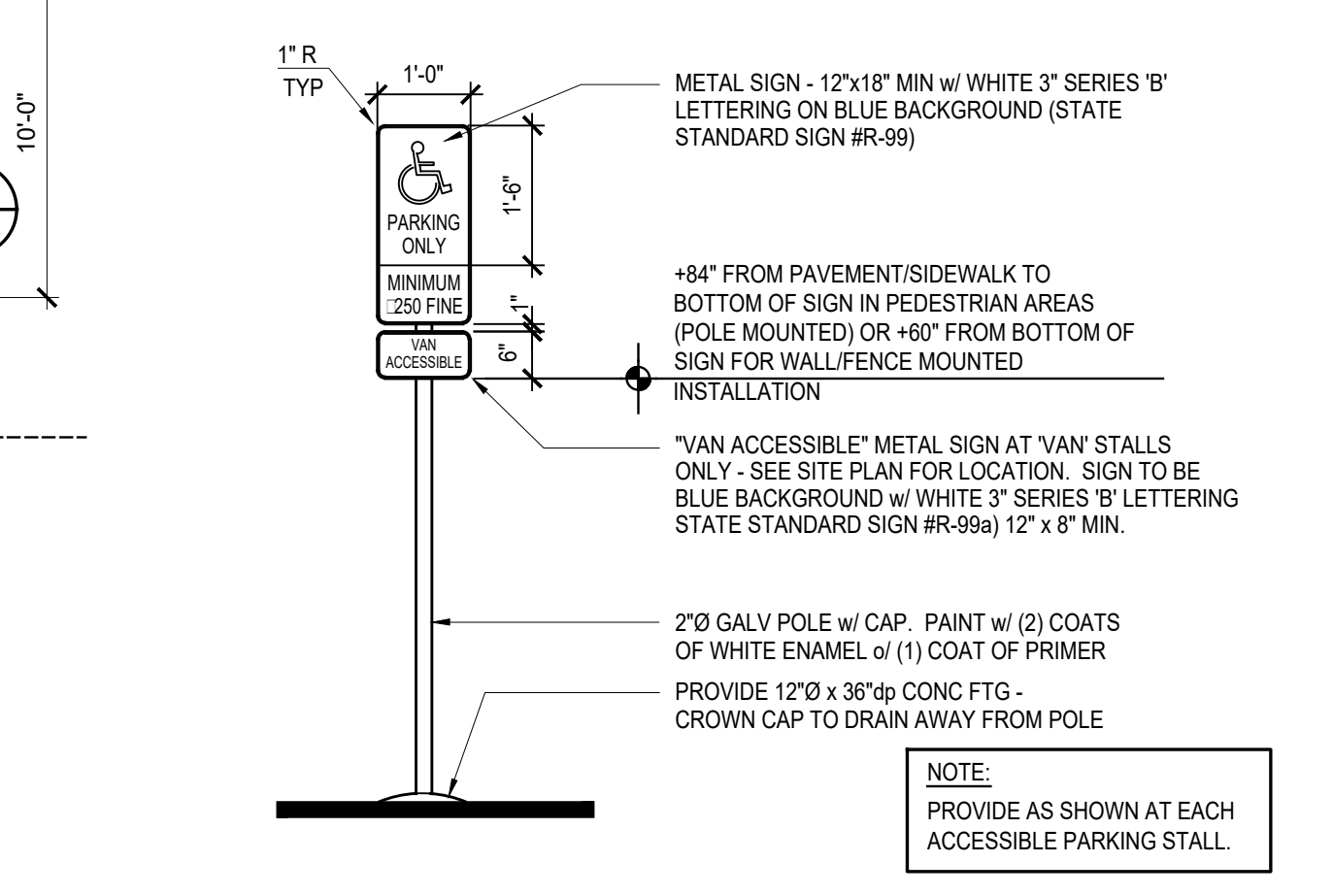
12 SMALL TRASH ENCLOSURE
SCALE: 3/16" = 1'-0"



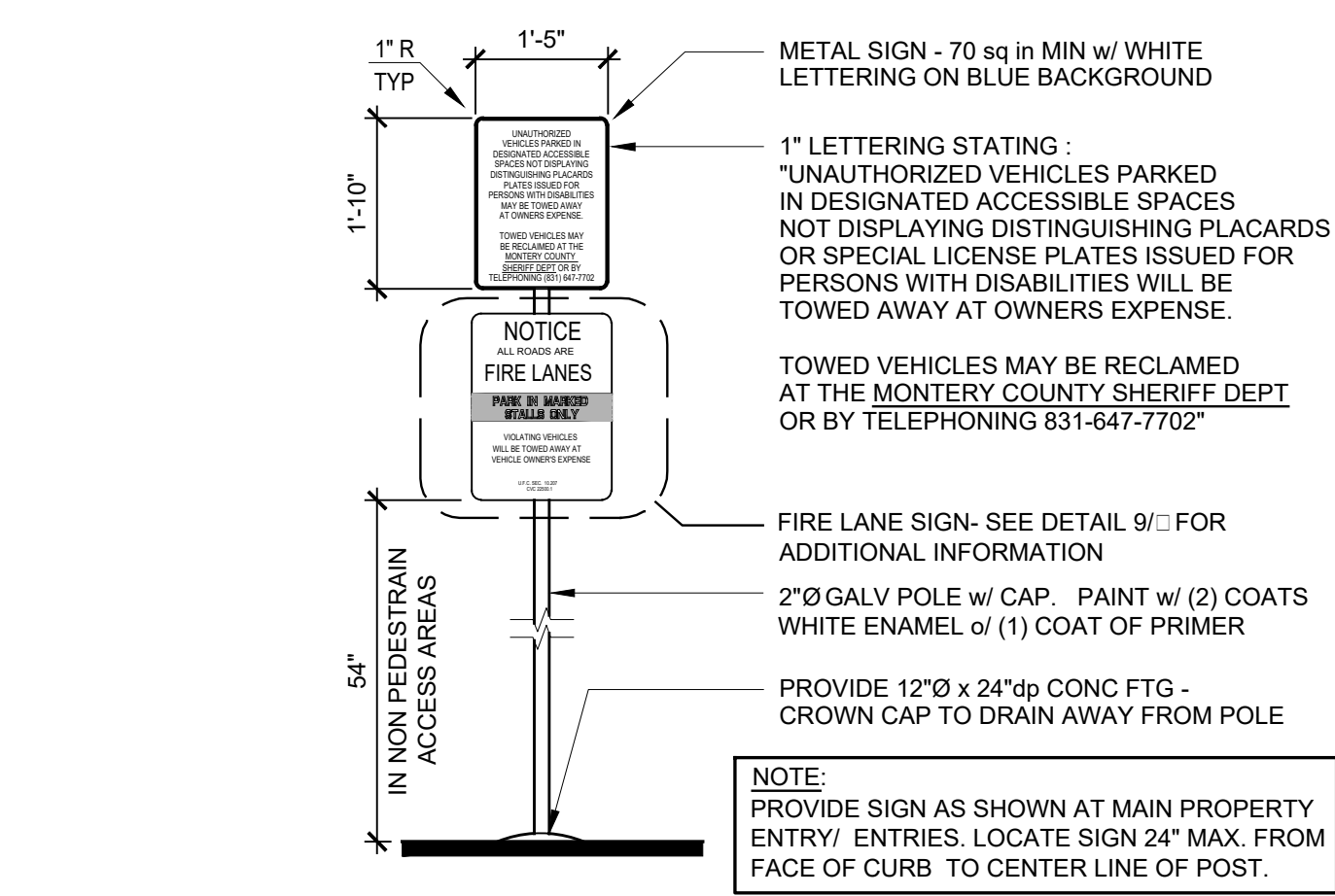
5 TRAFFIC ARROW
SCALE: 1-1/2" = 1'-0"



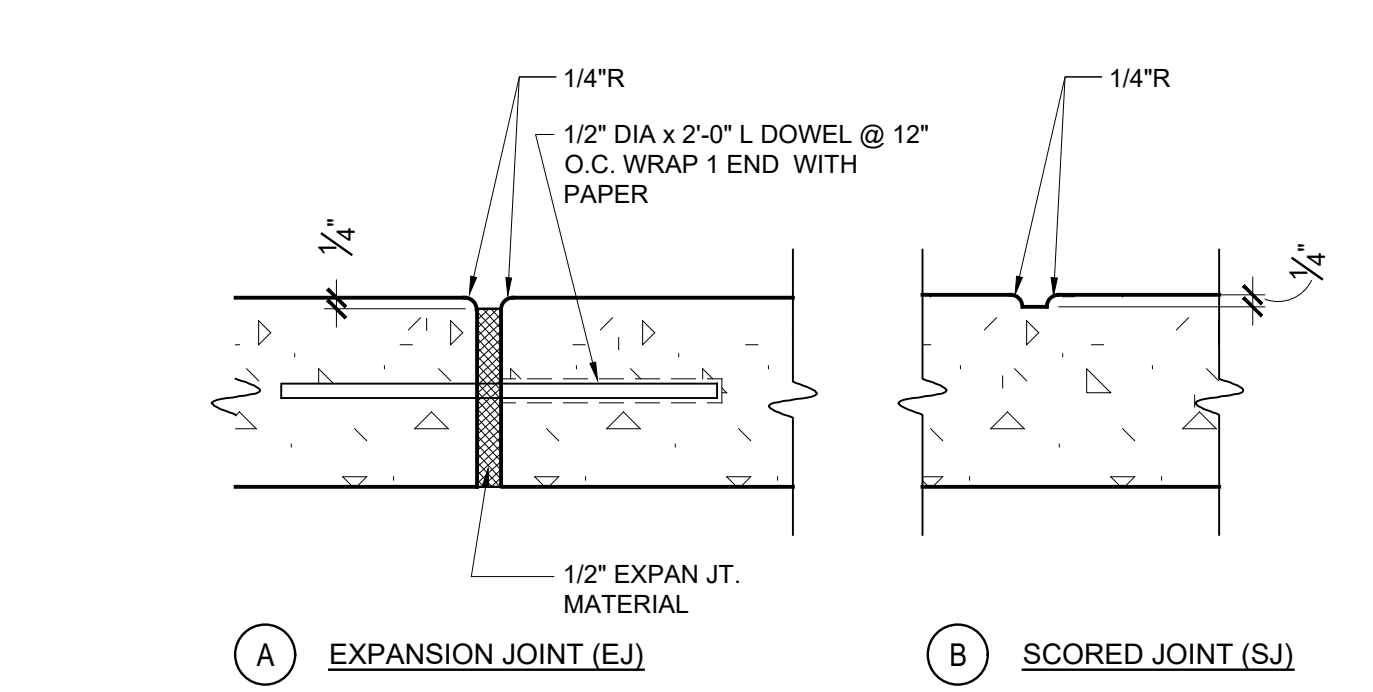
6 BICYCLE RACK
SCALE: 3/4" = 1'-0"



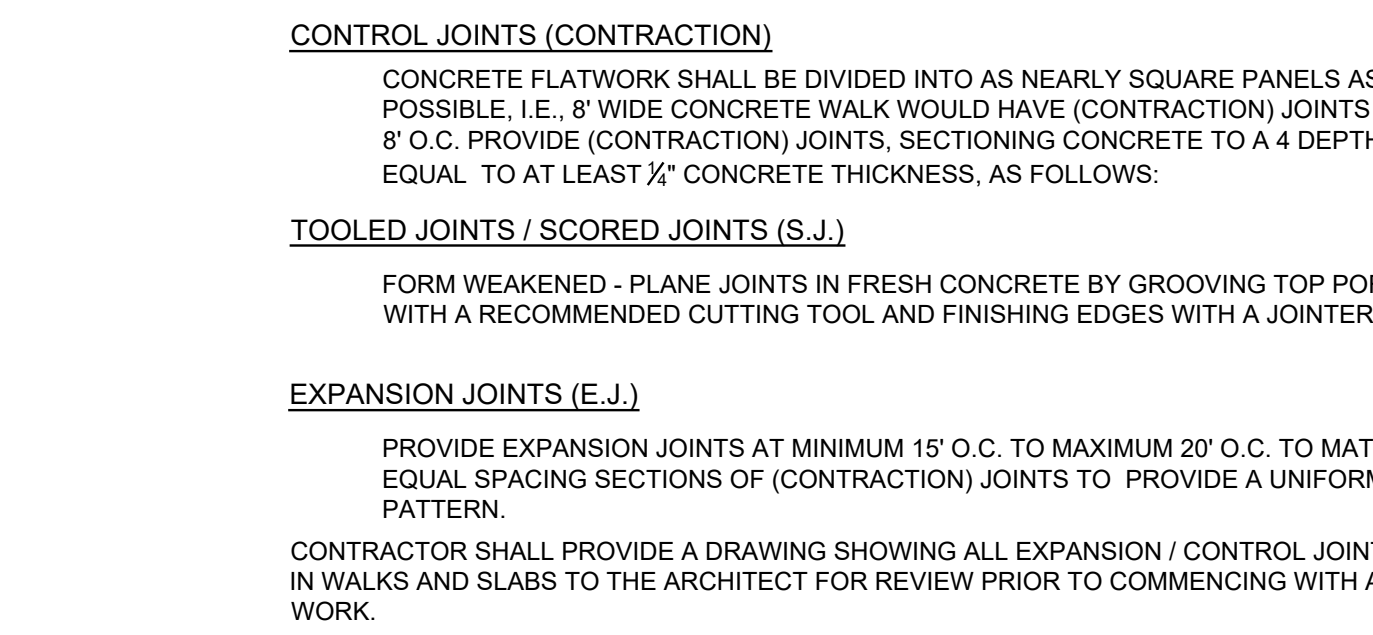
7 ACCESSIBLE STALL SIGN
SCALE: 1/2" = 1'-0"



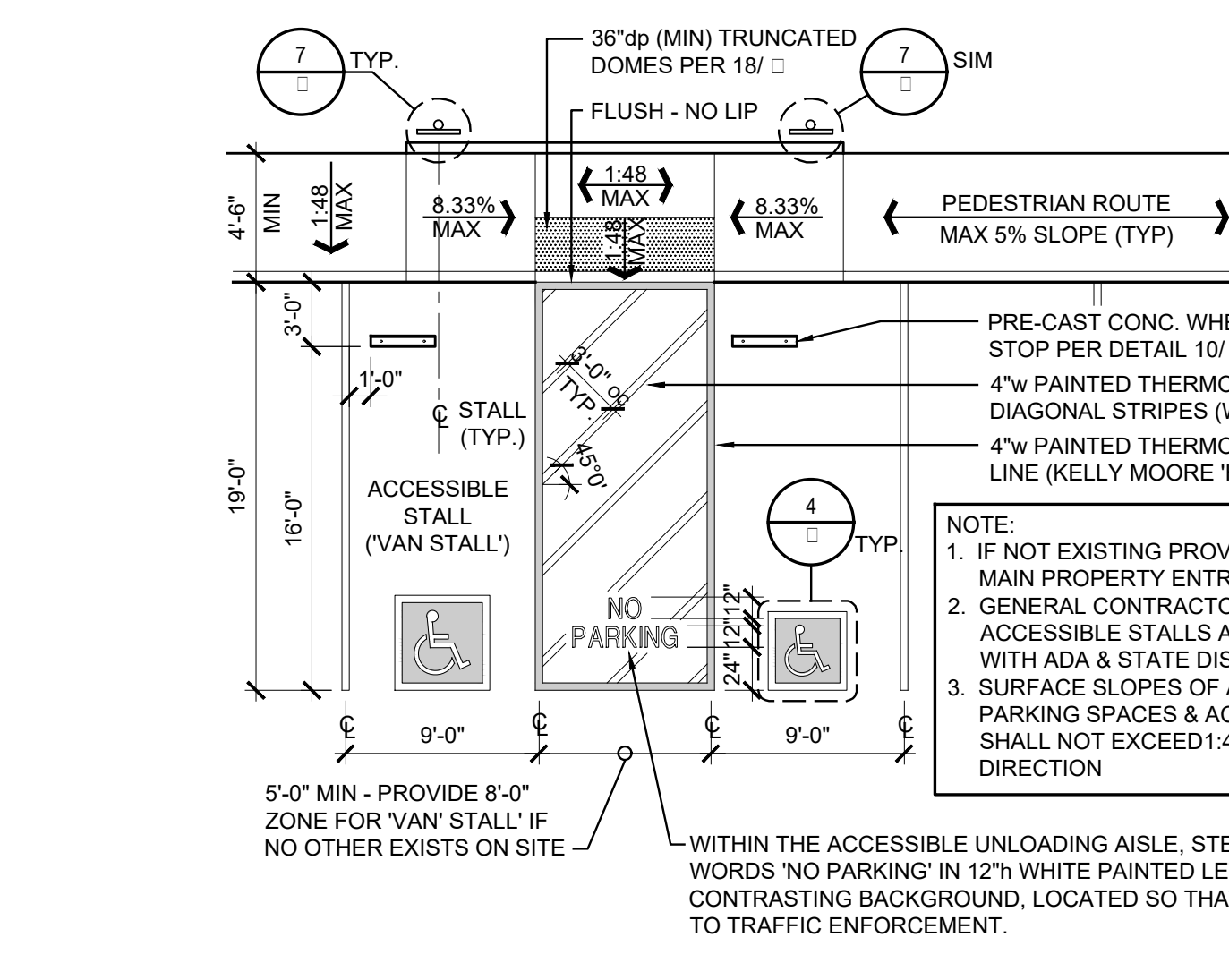
8 TOW - AWAY SIGN (DISABLED ENTRY)
SCALE: 1/2" = 1'-0"



1 CONCRETE JOINTS
SCALE: 3" = 1'-0"



2 CONCRETE JOINT NOTES
SCALE: NONE



3 ACCESSIBLE PARKING STALLS
SCALE: 1/8" = 1'-0"



4 ACCESSIBILITY SYMBOL
SCALE: NO SCALE

2 1/2"

1/2"

1/2"

1/2"

3"

ROOF SHEET

TEK w/ NEOPRENE WASHER

(2) 1/2"Ø MACHINE BOLT w/ MALEABLE WASHERS & NUTS

TUBE STEEL COLUMN

STEEL CHANNEL

The drawing consists of two parts: a side elevation of a storage cabinet and a detailed view of the door hinge assembly.

Side Elevation:

- Dimensions:**
 - Overall height: 9'-7"
 - Overall width: 15'-7"
 - Distance from left wall to the start of the cabinet: 10'-7"
 - Distance from the start of the cabinet to the right wall: 5'-0"
- Materials and Components:**
 - 20 ga. GALV. STL (Galvanized Steel) for the cabinet body.
 - C8x11.5 (TYP.) (Channel Steel) for the top rail.
 - C6x8.2 @ 24" O.C. (Channel Steel) for the horizontal dividers.
 - HSS 6x2x1/4 (Hollow Structural Steel) for the vertical support.
 - HSS 3x3x1/4 (TYP. OF 6) (Hollow Structural Steel) for the corner bracing.
- Detail View (Top Left):**
 - Shows the door hinge assembly on the "EA. SIDE OF TUBE" (Each Side of Tube).
 - Dimensions for the hinge assembly:
 - 1-1/2" (Hinge width)
 - 1-1/2" (Hinge offset)
 - 1-1/2" (Hinge offset)
 - 1-1/2" (Hinge offset)
 - 1-1/2" (Hinge offset)
 - 1-1/2" (Hinge offset)
 - 1-1/2" (Hinge offset)
 - 1-1/2" (Hinge offset)
 - Labels:
 - TAB PLATE
 - (2) 1/4" Ø MACHINE BOLT W/ MALEABLE WASHERS

The architectural drawings include the following callouts for materials and finishes:

- 12** □ (Top left elevation)
- 10** □ (Top center elevation)
- 7** □ (Top center elevation)
- 9** □ (Top right elevation)
- 8** □ (Top right elevation)
- TYP. @ RAKE** (Top right elevation)
- 13** □ (Bottom center elevation)
- 13** □ (Bottom center elevation)
- 7** □ TYP. @ EAVE (Bottom left elevation)
- 12** □ (Bottom right elevation)
- 14** □ (Bottom right elevation)
- 14** □ (Bottom right elevation)
- 15** □ (Bottom right elevation)
- 13** □ (Bottom left elevation)
- 13** □ (Bottom left elevation)
- 16** □ (Bottom left elevation)

Diagram illustrating the assembly of a door threshold. The components and labels are:

- CONC. PANEL - SEE STRUCT DRWGS
- SEALANT - TYP @ ALL EDGES
- HOLLOW METAL FRAME
- DOOR AS SCHEDULED

RAKE TRIM

STITCH SCREW

ANGLE FLASHING

(1) 1/2" @ MACHINE BOLT w/ MALEABLE WASHERS & NUTS

STEEL CHANNEL

ROOF SHEET

TUBE STEEL COLUMN

1/2"

[illegible]

Diagram illustrating the connection between the concrete panel and the aluminum storefront, showing the required sealant and shims.

- CONC. PANEL - SEE STRUCT DRWGS
- SHIM AS REQ'D
- SEALANT - TYP @ ALL EDGES
- ALUM. STOREFRONT - SEE SPECS
- GLAZING

9 CORNER COLUMN PLACEMENT
SCALE: 1 1/2"=1'-0"

9 CORNER COLUMN PLACEMENT
SCALE: 1 1/2"=1'-0"

10 COLUMN PLACEMENT

10 COLUMN PLACEMENT

5 BASE
SCALE: 1 1/2"=1'-0"

The drawing consists of two parts: a side elevation of a shelving unit and a detailed view of the tab plate assembly.

Side Elevation:

- Overall Dimensions:** The unit is 9'-7" high and 23'-9" wide.
- Shelving Unit Components:**
 - 20 ga. GALV. STL:** The main side panel.
 - 8'-0" 4'-10" 10'-11" 23'-9"** are the horizontal dimensions for the sections.
 - Shelves:**
 - C6x8.2 @ 24" O.C.:** The main horizontal shelves.
 - HSS6x2x1/4** and **HSS 3x3x1/4 (TYP. OF 8)** are the vertical supports for the shelves.

Tab Plate Assembly Detail:

- 5x3x1/4 STL TAB EA. SIDE OF TAB:** The tab plate itself.
- 1-1/2"** dimensions indicate the spacing and offset of the tab plate.
- TAB PLATE** is the label for the assembly.
- (2) 1/4" Ø MACHINE BOLT w/ MALEABLE WASHERS:** The fasteners used to secure the tab plate.
- C6x11.5 (TYP.)** is the vertical support for the tab plate.

The technical drawings illustrate the dimensions and components of the Mailbox Model 1000. The **FRONT VIEW** shows a mailbox unit with a width of 30 1/2" and a height of 62". It features a main compartment with a lock and a smaller compartment with a keyhole. The **SIDE VIEW** shows the mailbox unit with a width of 18" and a height of 47 3/8". The **PEDestal** is shown with a width of 12" and a height of 14 1/2". The **PEDestal BASE ROLL PATTERN** shows the base dimensions: 10" wide, 12" high, and 12" deep.

6 BASE @ CORNER
SCALE: 1 1/2"=1'-0"

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McINTOSH HOUSE APARTMENTS
LAGUNA SECA OFFICE PARK - LOT 5

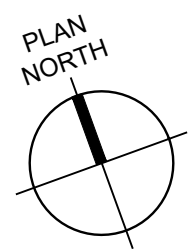
A.P.N. NO.: 173-

SHEET NAME:
OVERALL
FIRST
FLOOR PLAN

SHEET NO.:

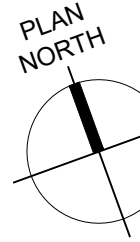
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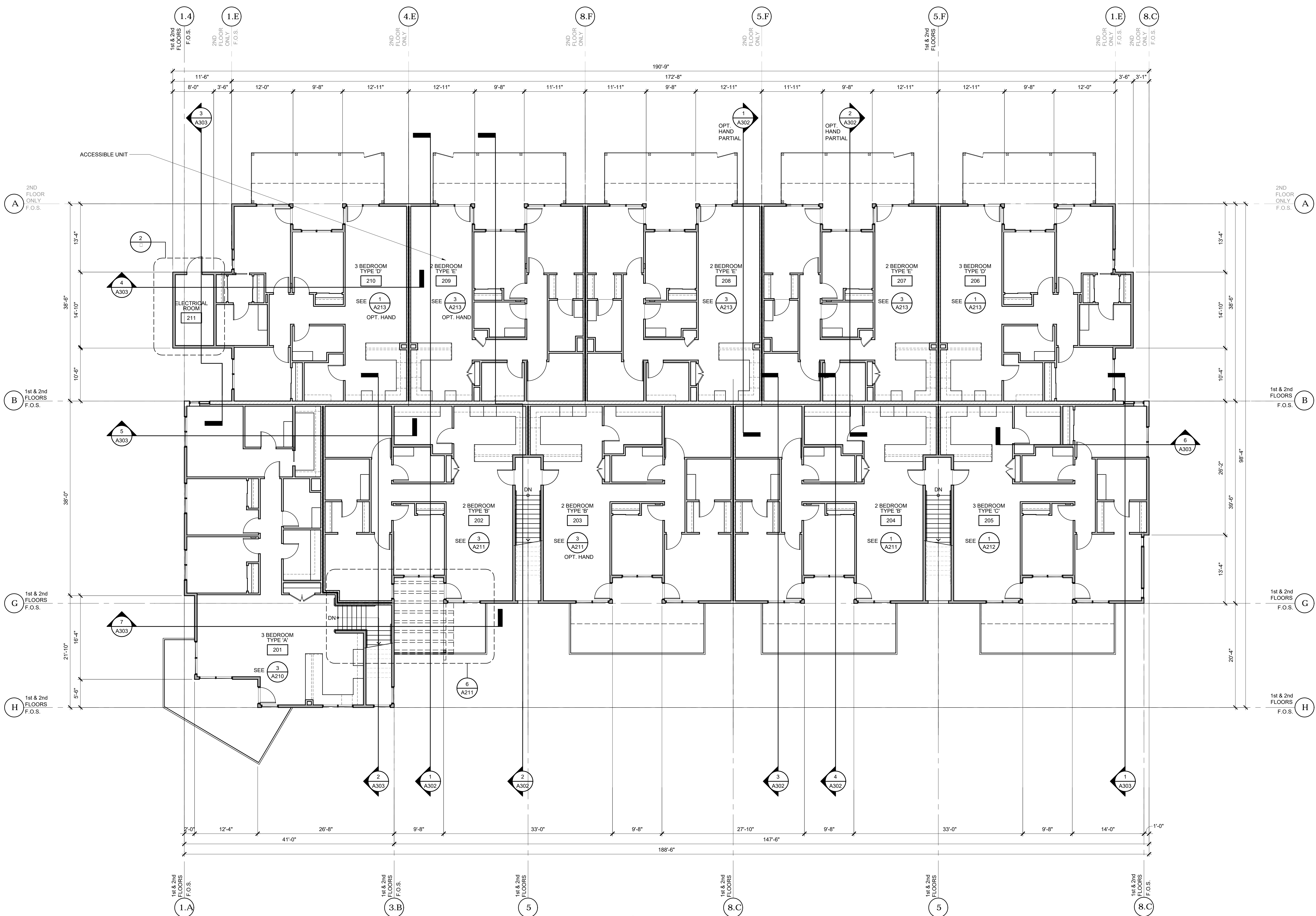


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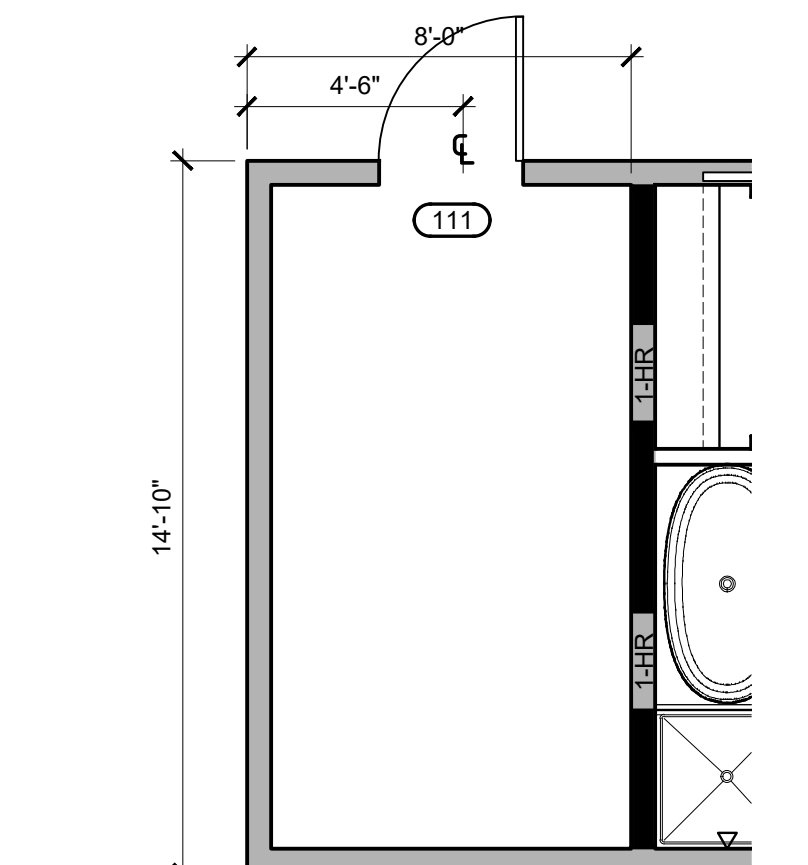
AREA CALCULATIONS



KEY PLAN

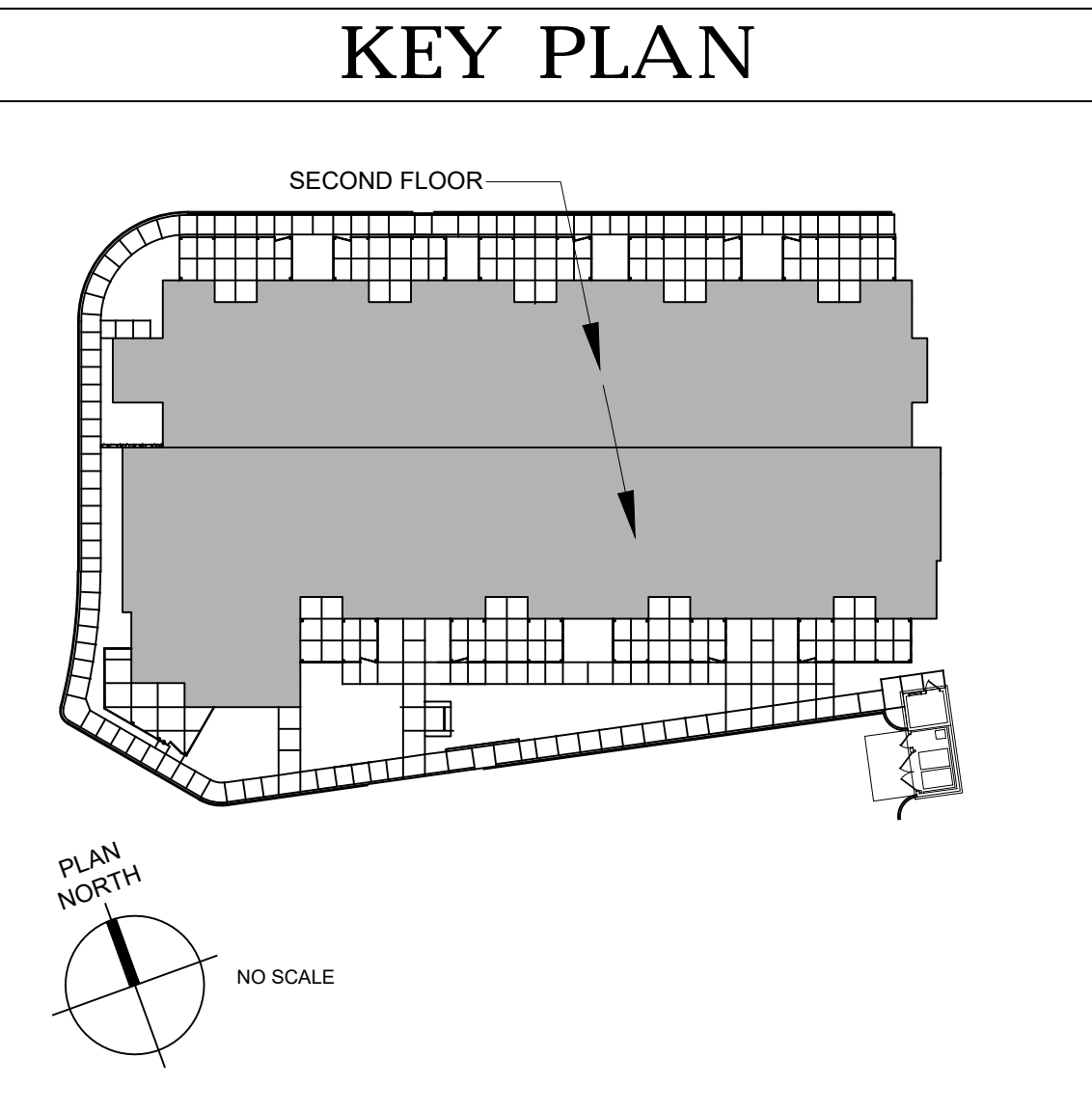


1 OVERALL SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



2 ELECTRICAL ROOM PLAN
SCALE: 1/4" = 1'-0"

AREA CALCULATIONS			
SECOND FLOOR			
3 BEDROOM UNIT #201	1,790 S.F.	298 S.F. DECK	
2 BEDROOM UNIT #202	1,508 S.F.	235 S.F. DECK	
2 BEDROOM UNIT #203	1,515 S.F.	322 S.F. DECK	
2 BEDROOM UNIT #204	1,515 S.F.	322 S.F. DECK	
3 BEDROOM UNIT #205	1,547 S.F.	322 S.F. DECK	
3 BEDROOM UNIT #206	1,352 S.F.	308 S.F. PATIO	
2 BEDROOM UNIT #207	1,297 S.F.	308 S.F. PATIO	
2 BEDROOM UNIT #208	1,297 S.F.	308 S.F. PATIO	
2 BEDROOM UNIT #209	1,297 S.F.	308 S.F. PATIO	
3 BEDROOM UNIT #210	1,352 S.F.	308 S.F. PATIO	
ELECTRICAL ROOM #211	119 S.F.		
TOTAL	14,589 S.F.		



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McINTOSH HOUSE APARTMENTS

LAGUNA SECA OFFICE PARK - LOT 5

McINTOSH ENTERPRISES
24491 CITATION COURT
MONTEREY, CA 93940

A.P.N. NO.: 173-121-005

JOB NO.

17098.1

PRINT DATE:

PLOT DATE: 11.30.2018

DRAWN BY: MGE

CHECKED BY: AH

SET ISSUED:

03-13-18 DEVELOPMENT PROJECT APPLICATION

07-03-19 GENERAL DEV PLAN SUBMITTAL SET FOR PC MTG

11-26-2018 PLAN CHECK

SHEET NAME:

ENLARGED UNIT PLANS

SHEET NO.:

A210

FILE NAME: 17098.1-A210

KEY NOTES

- THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.
- INDICATES UNIT ENTRY DOORS - SEE DOOR SCHEDULE @ A230.
 - INDICATES EXTERIOR WINDOW. REFER TO WINDOW & SCHEDULE @ A230 FOR ADDITIONAL INFORMATION.
 - INDICATES TOILET FIXTURE. SEE PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
 - INDICATES LAVATORY SET IN COUNTERTOP - SEE INTERIOR ELEVATIONS @ A501 AND PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
 - INDICATES ELECTRICAL PANEL- SEE ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
 - INDICATES UPPER CABINETS. SEE INTERIOR ELEVATIONS @ A501 FOR ADDITIONAL INFORMATION.
 - INDICATES LOWER CABINETS w/ COUNTERTOP & BACKSPASH. SEE INTERIOR ELEVATIONS @ A501 FOR ADDITIONAL INFORMATION.
 - INDICATES GAS RANGE w/ HOOD & MICROWAVE ABOVE, (TO BE SUPPLIED BY OWNER & INSTALLED BY CONTRACTOR.)
 - INDICATES DOUBLE SINK FIXTURE w/ GARBAGE DISPOSAL, SEE PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
 - INDICATES REFRIGERATOR SPACE (REFRIGERATOR TO BE SUPPLIED BY OWNER & INSTALLED BY CONTRACTOR.)
 - INDICATES DISHWASHER, (DISHWASHER TO BE SUPPLIED BY OWNER & INSTALLED BY CONTRACTOR.)
 - INDICATES CLEAR KNEE SPACE BELOW AT EATING COUNTER. SEE INTERIOR ELEVATIONS FOR DETAILS.
 - INDICATES FIXED SHELVES AT PANTRY. SEE INTERIOR ELEVATIONS AND DETAIL 8/A950.
 - INDICATES TUB/SHOWER UNIT w/ SHOWER HEAD AT +7'-0" HIGH. SEE PLUMBING DRAWINGS & INTERIOR ELEV'S FOR ADDITIONAL INFORMATION.
 - INDICATES SHOWER CURTAIN ROD. (CURTAIN NIC - BY FUTURE TENANT)
 - INDICATES FREESTANDING SOAKING BATHTUB. SEE PLUMBING DRAWINGS.
 - INDICATES SHOWER BASE UNIT w/ SAFETY GLASS ENCLOSURE & TILE TO +8'-0". SHOWER HEAD TO BE AT +7'-0" HIGH.
 - INDICATES TOWEL BAR - SEE INTERIOR ELEVATIONS.
 - INDICATES MIRROR. SEE INTERIOR ELEVATIONS.
 - INDICATES SINGLE POLE & SHELF. PROVIDE MID-SUPPORT WHEN SPAN EXCEEDS 48". SEE DETAIL 7/A950.
 - INDICATES WALL - MOUNTED TANK LESS WATER HEATER WITH CLEAR SPACE MIN. 12" FROM DRF- SEE MECHANICAL DRAWINGS.
 - INDICATES AIR HANDLER ON +20" RAISED PLATFORM- SEE MECHANICAL DRAWINGS.
 - INDICATES WASHER AND DRYER (BY OTHERS)
 - INDICATES NON ACCESSIBLE SPACE UNDER STAIRS.
 - INDICATES STAIRS - MIN. 11" TREADS & MAX. 7" RISERS.
 - INDICATES HANDRAILS AT STAIRS. - SEE DETAIL 1/A850, 2/A850 & 4/A850
 - INDICATES 'GEOLAM' (OR EQ.) COMPOSITE DECKING AT UPPER DECK UNITS.
 - INDICATES PATIO COLUMNS AT LOWER UNITS. - SEE STRUCTURAL DRAWINGS.
 - INDICATES 42" GUARDRAILS AT UPPER UNIT DECKS. - SEE DETAIL 12/A811
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 - AT ACCESSIBLE UNITS ONLY EXPOSED - DRAIN AND ALL WATER PIPING SHALL BE INSULATED OR CONFIGURED TO PREVENT DIRECT CONTACT.
 - INDICATES FLOOR SINK - SEE PLUMBING DRAWINGS.
 - WOOD PRIVACY FENCE TO +6'-0" AFF. SEE DETAIL 20/A850
 - FRAMED OPENING w/ GALV SHT MTL FLASHING CAP & BIRD SPIKES
 - 'FLORESTONE' (OR EQ) 35-62H PRE-FAB ROLL-IN SHOWER w/ SHOWER ROD, SEAT, FAUCET & RE-POSITIONABLE WAND
 - FULL HEIGHT LINEN - SEE INTERIOR ELEVATIONS.

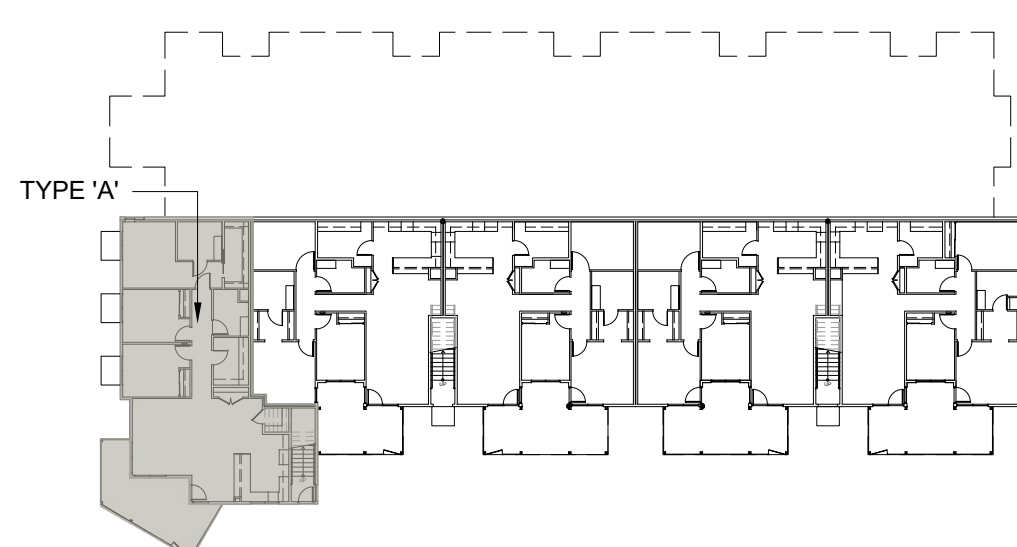
GENERAL NOTES

- SEE OVERALL FLOOR PLANS FOR GRID / COLUMN DIMENSIONS.
- ALL DIMENSIONS TO FACE OF STUD UNLESS OTHERWISE NOTED.
- SEE PLUMBING PLANS FOR PLUMBING FIXTURES INFORMATION.
- SEE SHEET A800 FOR TOILET ROOM CONSTRUCTION AND ACCESSIBILITY DETAILS.
- PROVIDE TWO (2) 15" BREAD BOARDS IN KITCHEN PER CBC 1133A.4.3. (EXCEPTION)
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- PER CBC SECTION 1142A.2, CONTROLS OR SWITCHES INTENDED TO BE USED BY THE OCCUPANT OF THE ROOM OR AREA TO CONTROL LIGHTING AND RECEPTACLE OUTLETS, APPLIANCES, ALARMS OR COOLING, HEATING AND VENTILATING EQUIPMENT SHALL BE LOCATED NO MORE THAN 48" AFF. MEASURED FROM THE TOP OF THE OUTLET BOX NOR LESS THAN 15 INCHES AFF. MEASURED FROM THE BOTTOM OF THE OUTLET BOX TO THE LEVEL OF FINISHED FLOOR.
- SEE ELECTRICAL PLANS FOR LIGHT FIXTURES, DETECTORS, ETC. IN CEILINGS.

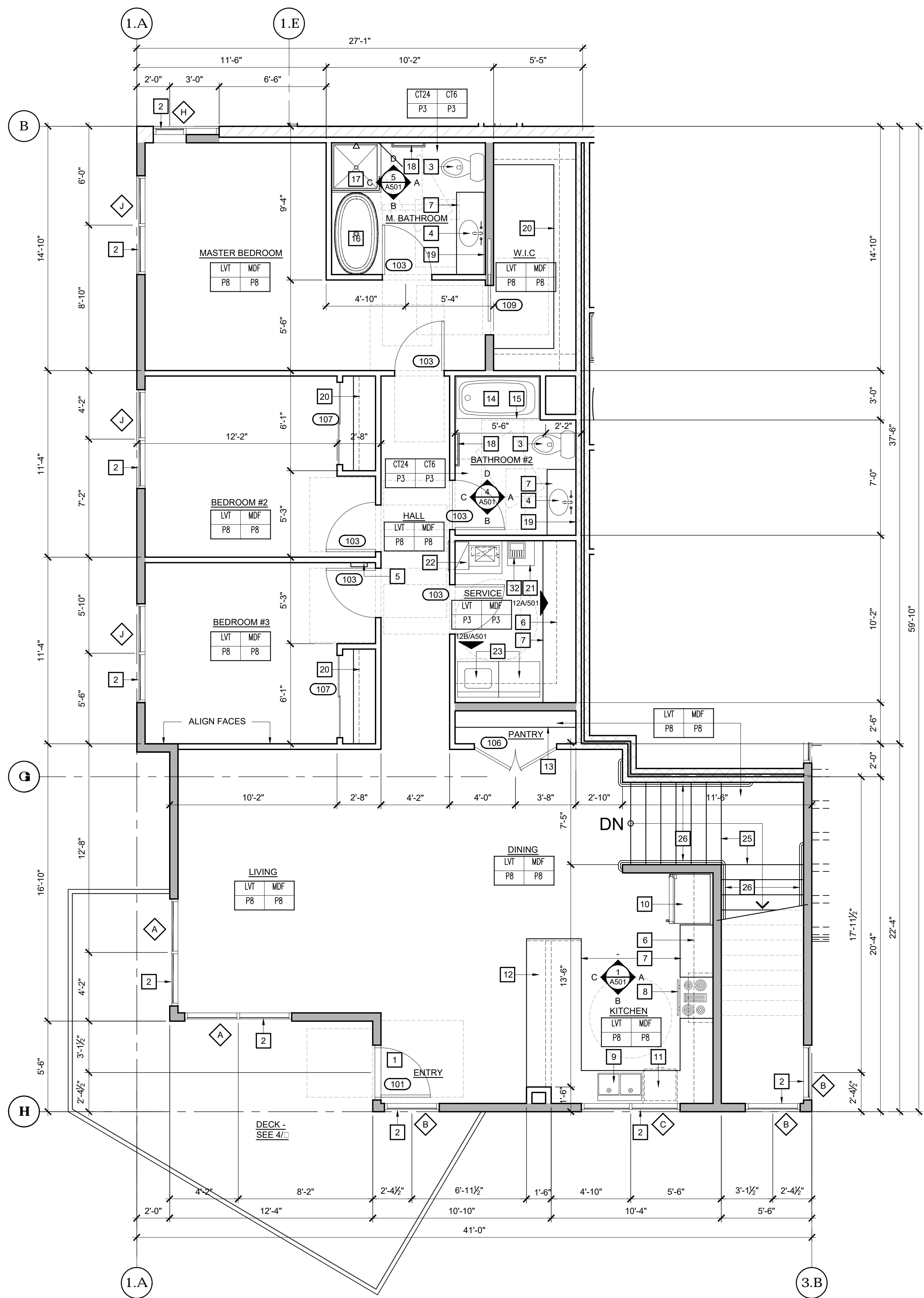
PARTITION SCHEDULE

INTERIOR WALLS	
SYMBOL TYPE	DESCRIPTION
	2x4 STUD WALL
	2x6 STUD WALL
	DBL 2x WOOD STUDS (PARTY WALL) - SEE DETAIL 8/A800
	CONC WALL

KEY PLAN

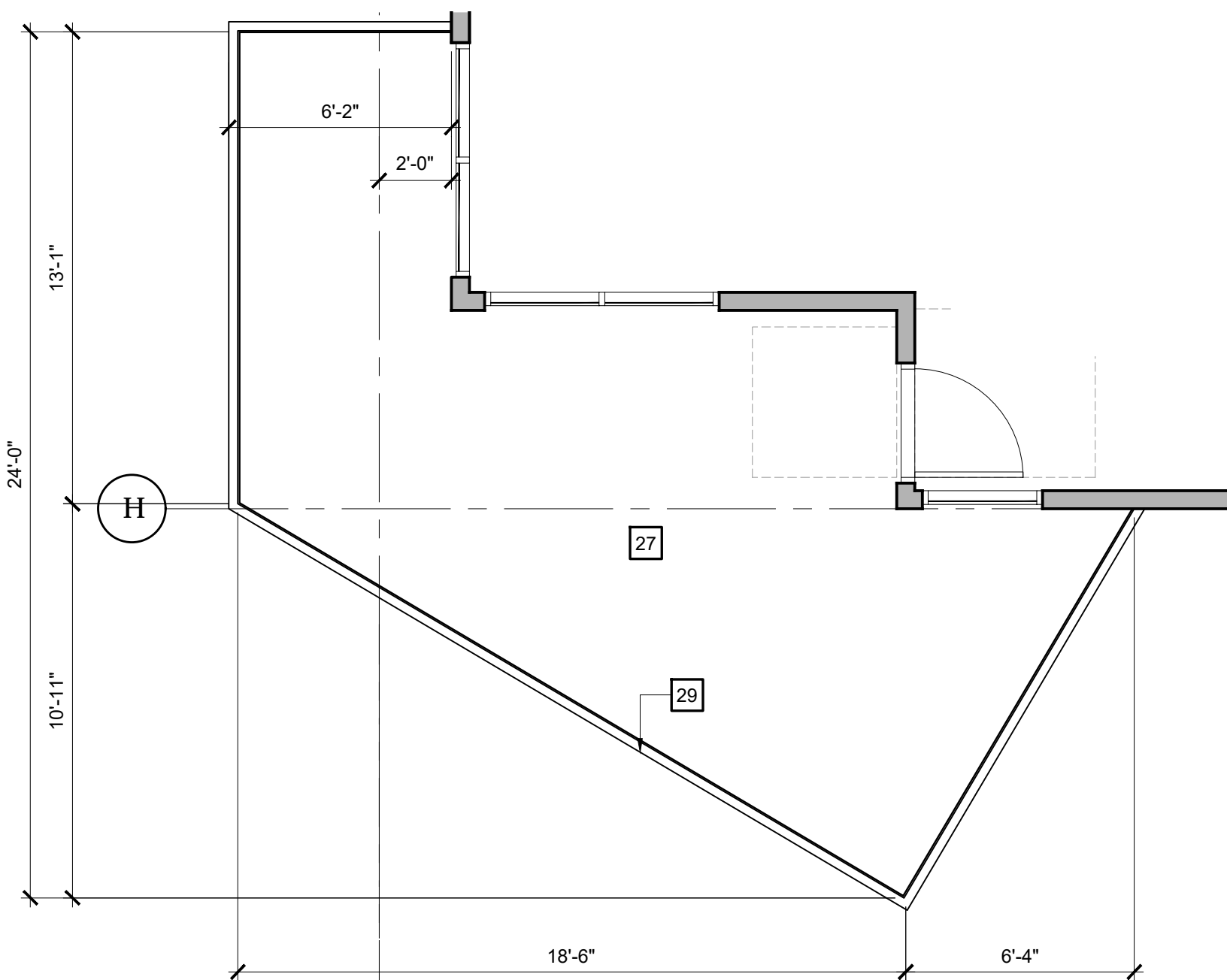


KEY PLAN
SCALE: N.T.S.



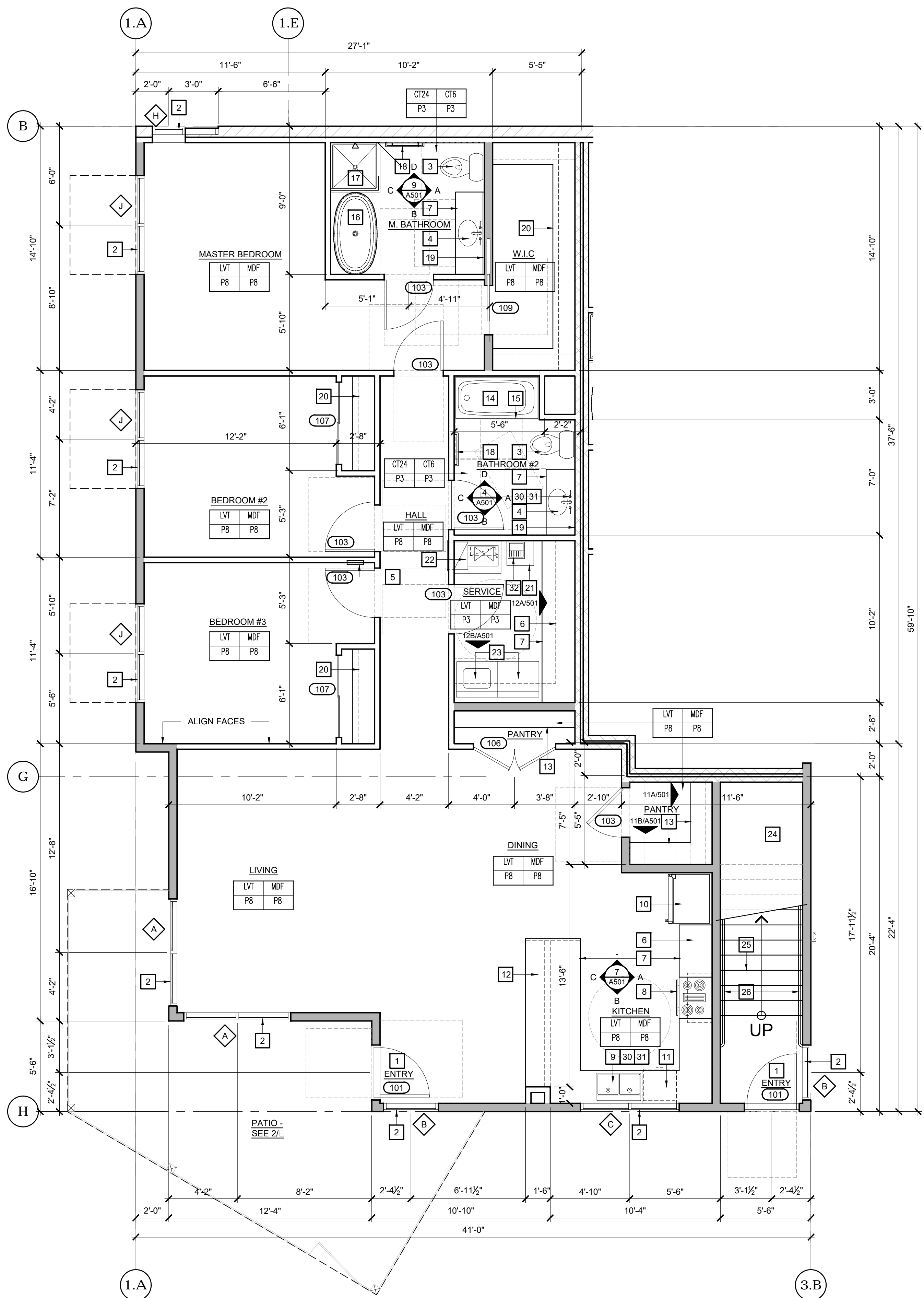
3 UNIT TYPE 'A' - UPPER FLOOR PLAN

SCALE: 1/4" = 1'-0"
UPPER FLOOR: 201 LIVING AREA SQ. FT.: 1,790 DECK SQ. FT.: 177



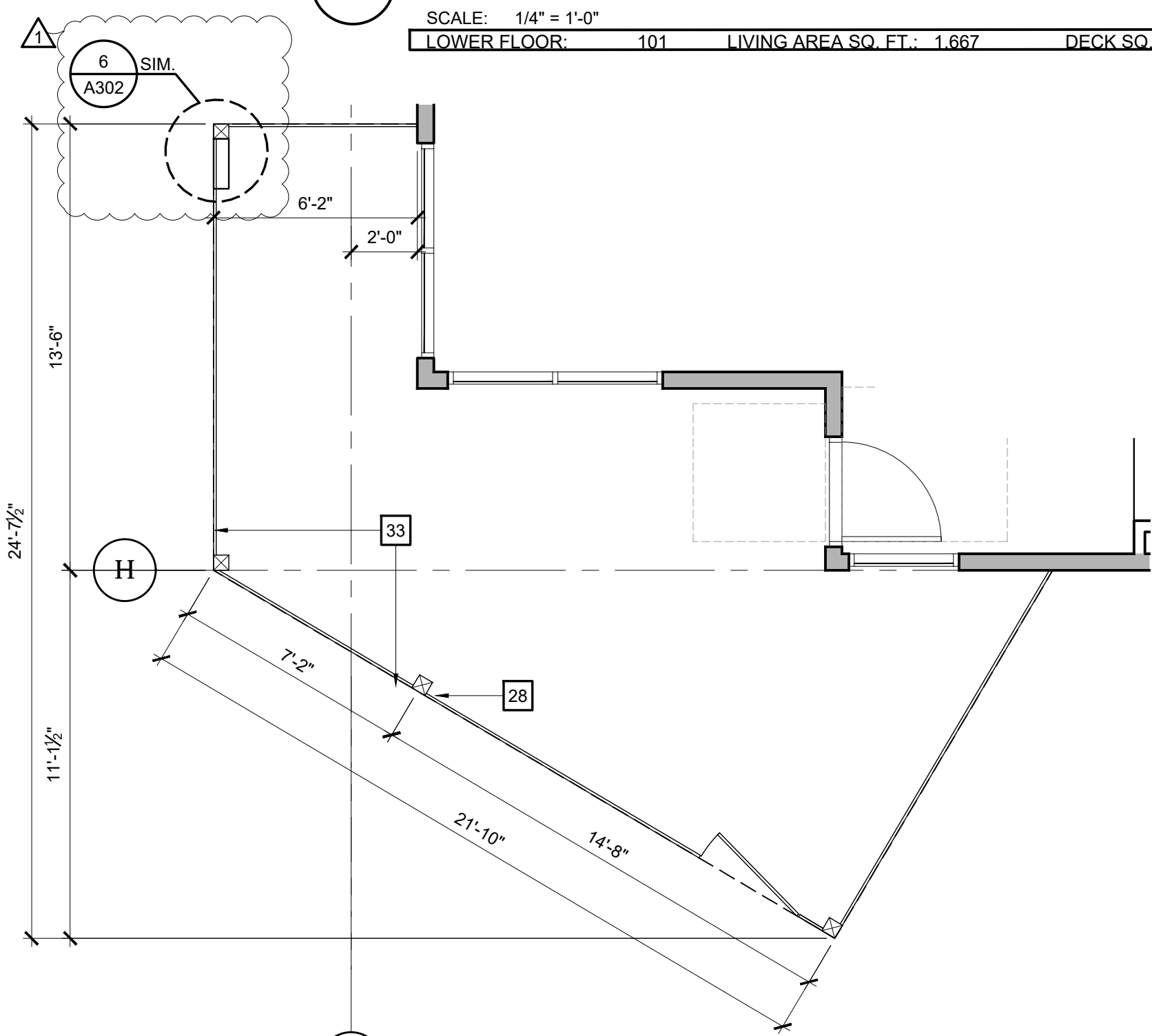
4 UNIT TYPE 'A' - DECK FLOOR PLAN

SCALE: 1/4" = 1'-0"



1 UNIT TYPE 'A' - LOWER FLOOR PLAN

SCALE: 1/4" = 1'-0"
LOWER FLOOR: 101 LIVING AREA SQ. FT.: 1,667 DECK SQ. FT.: 158



2 UNIT TYPE 'A' - PATIO FLOOR PLAN

SCALE: 1/4" = 1'-0"



2340 GARDEN ROAD, SUITE 100
MONTEREY, CALIFORNIA 93940
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McINTOSH HOUSE APARTMENTS
LAGUNA SECA OFFICE PARK - LOT 5

McINTOSH ENTERPRISES
24481 CITATION COURT
MONTEREY, CA 93940

A.P.N. NO.: 173-121-005

JOB NO.
17098.1
PLOT DATE: 11.30.2018
PRINT DATE:
DRAWN BY: MGE
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SET ISSUED:

03-13-18 DEVELOPMENT
PROJECT
APPLICATION
07-03-19 GENERAL DEV
PLAN SUBMITTAL
SET FOR PC MTG
11-26-2018 PLAN CHECK

SHEET NAME:
**ENLARGED
UNIT
PLANS**
SHEET NO.:

A211

FILE NAME.: 17098-1A211

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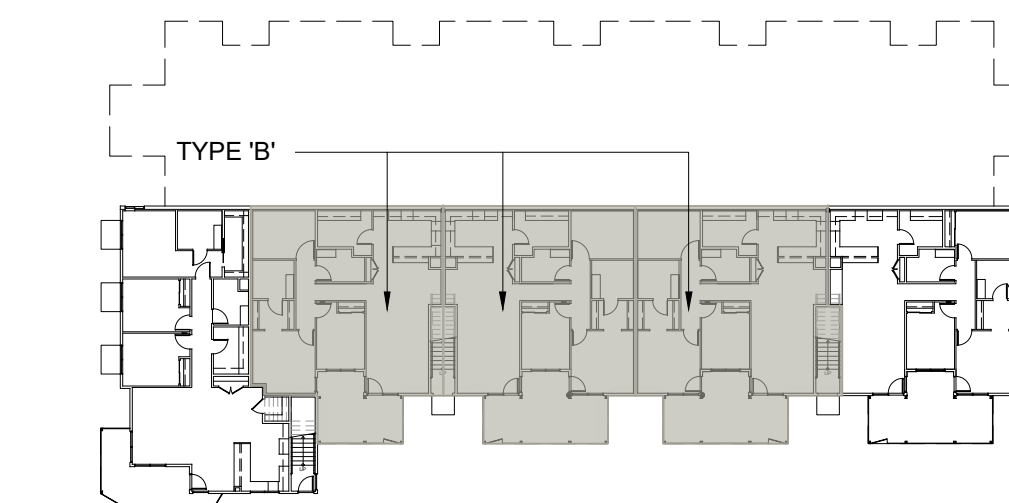
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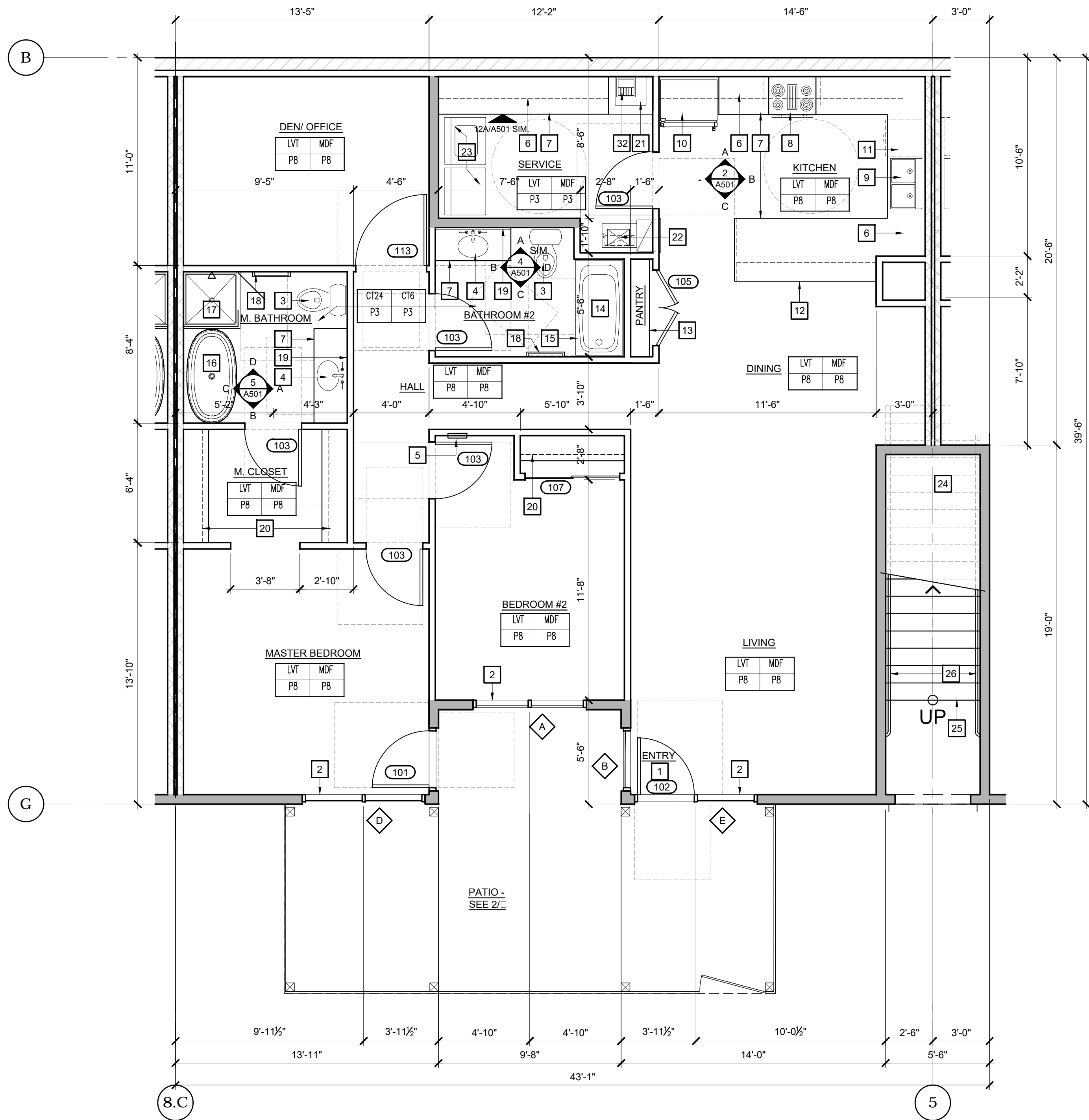
PARTITION SCHEDULE

INTERIOR WALLS	
SYMBOL TYPE	DESCRIPTION
	2x4 STUD WALL
	2x6 STUD WALL
	DBL 2x WOOD STUDS (PARTY WALL) - SEE DETAIL 8/A800
	CONC WALL

KEY PLAN

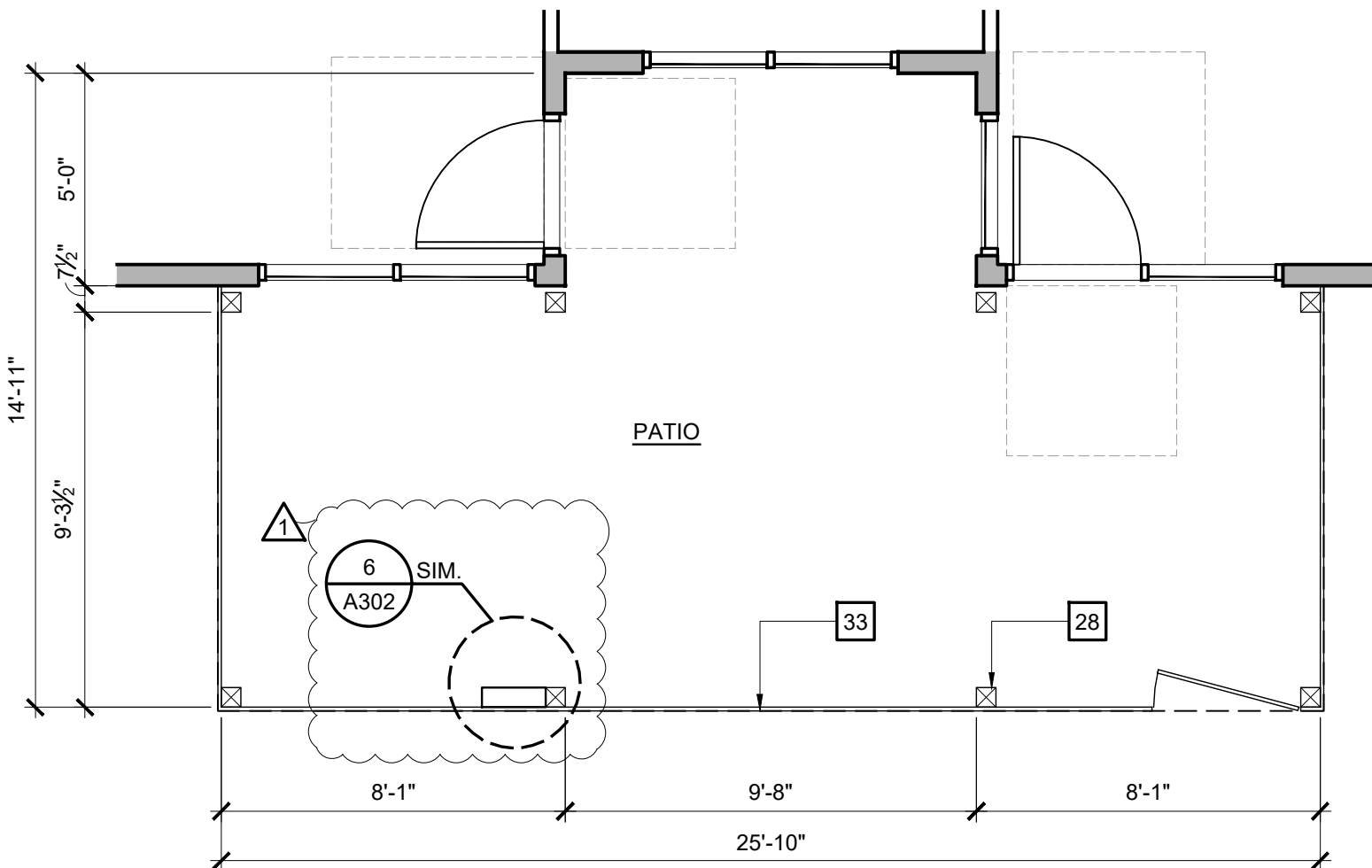


KEY PLAN
SCALE: N.T.S.



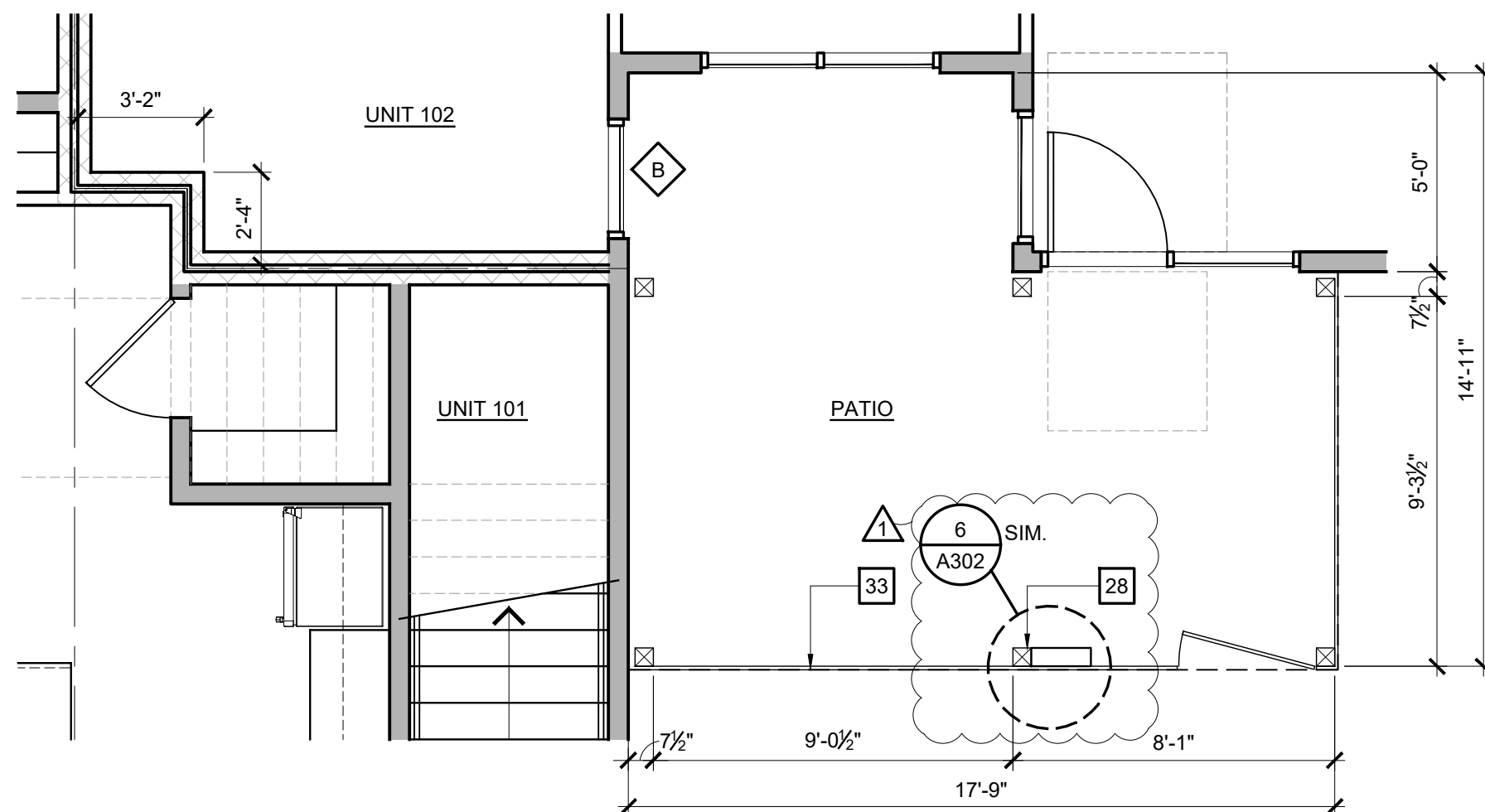
① UNIT TYPE 'B' LOWER FLOOR PLAN

SCALE: 1/4" = 1'-0"
LOWER FLOOR: 103, 104 LIVING AREA SQ. FT.: 1,490 DECK SQ. FT.: 308



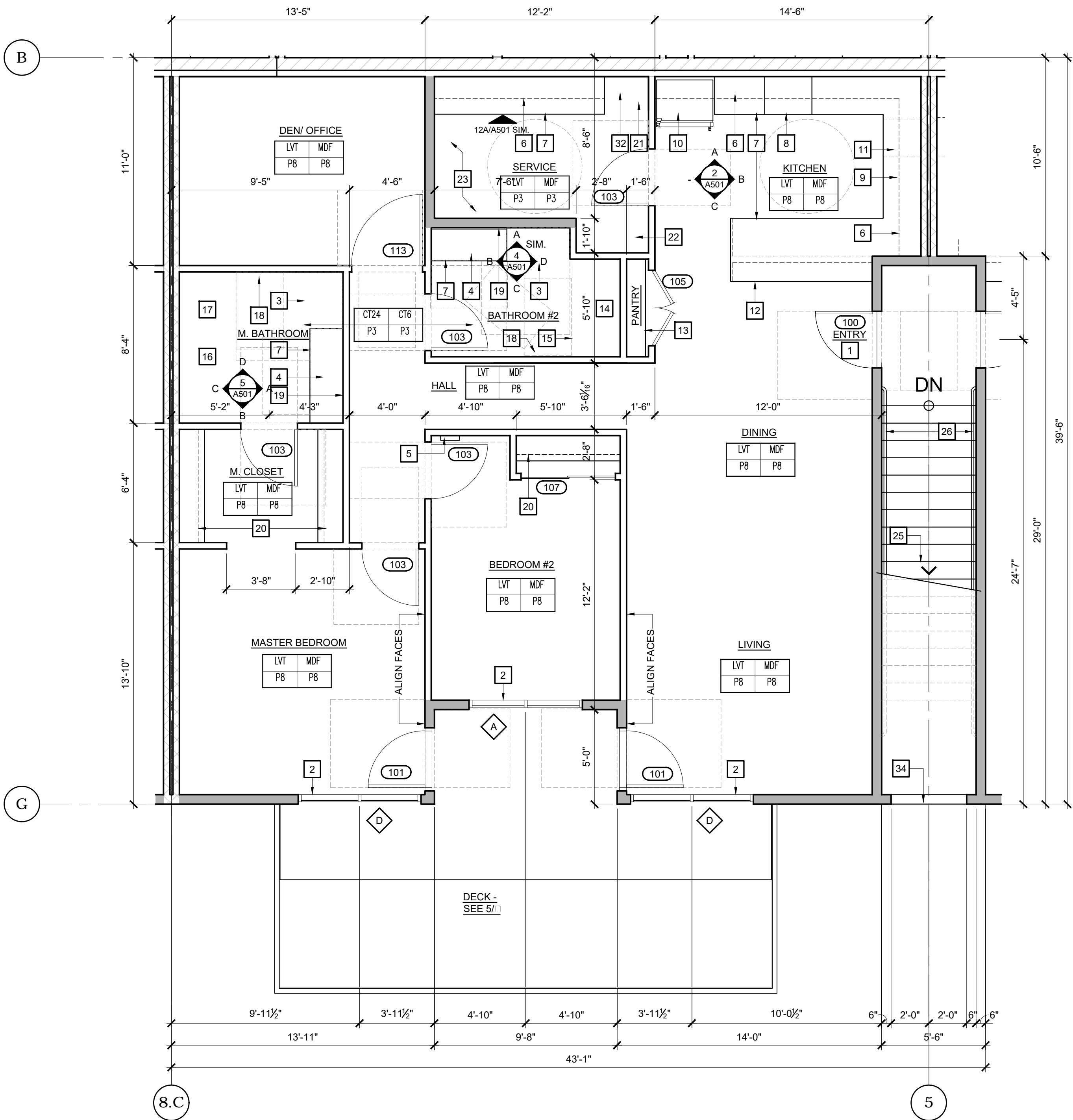
② UNIT TYPE 'B' PATIO FLOOR PLAN

SCALE: 1/4" = 1'-0"



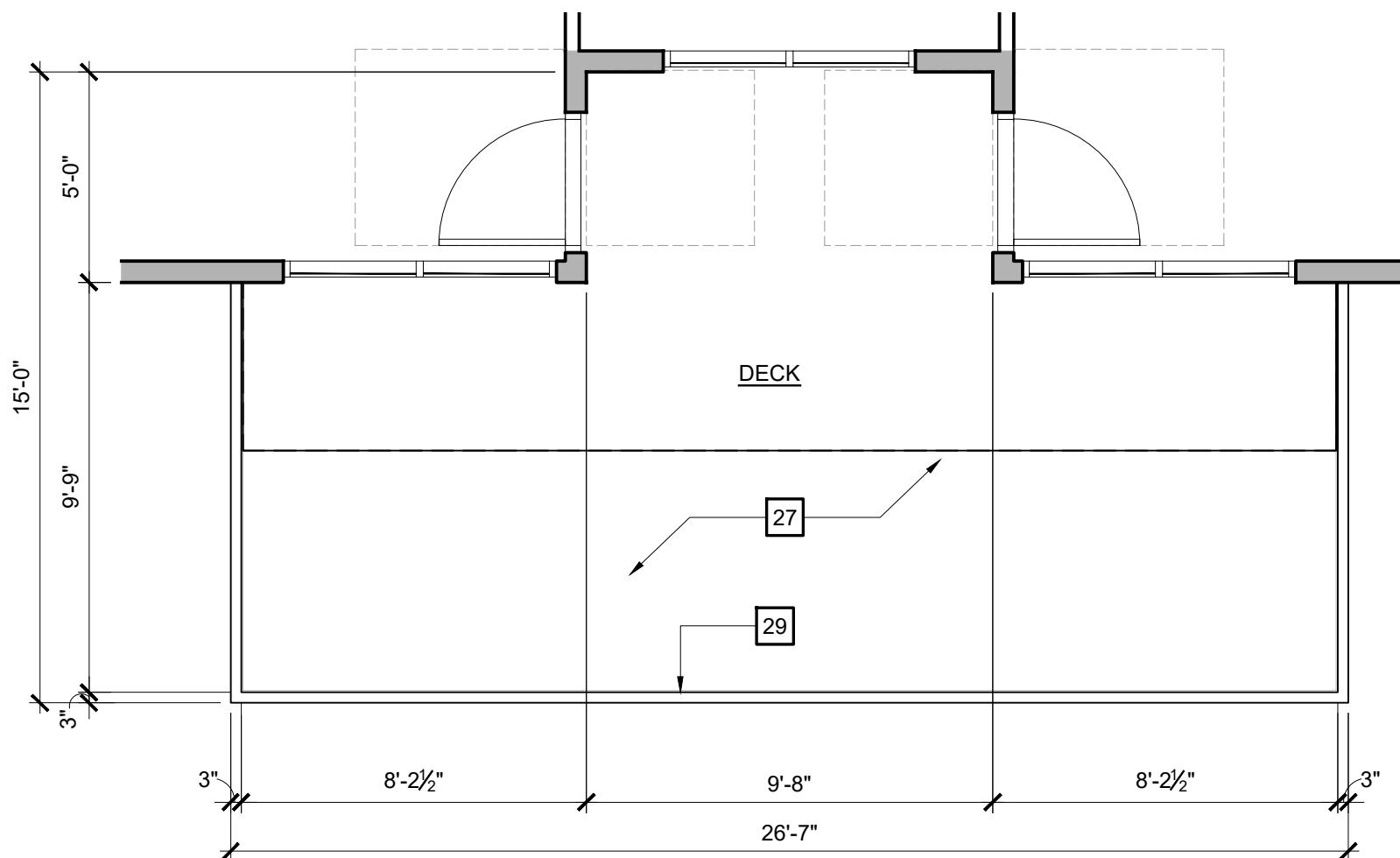
③ UNIT TYPE 'B' LOWER UNIT/ PATIO FLOOR PLAN

SCALE: 1/4" = 1'-0"
LOWER FLOOR: 102 LIVING AREA SQ. FT.: 1,482 DECK SQ. FT.: 227



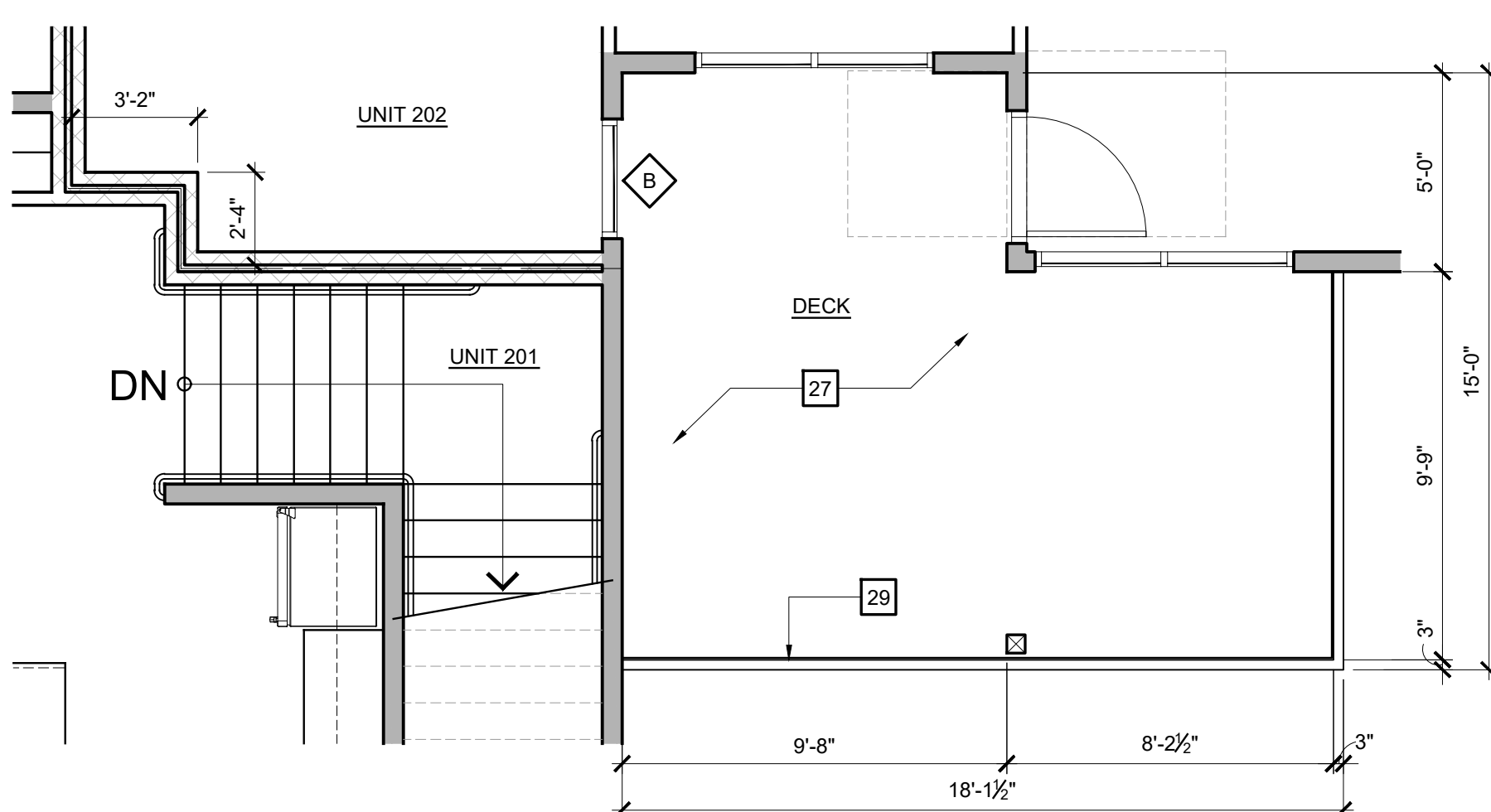
④ UNIT TYPE 'B' UPPER FLOOR PLAN

SCALE: 1/4" = 1'-0"
UPPER FLOOR: 203, 204 LIVING AREA SQ. FT.: 1,515 DECK SQ. FT.: 322



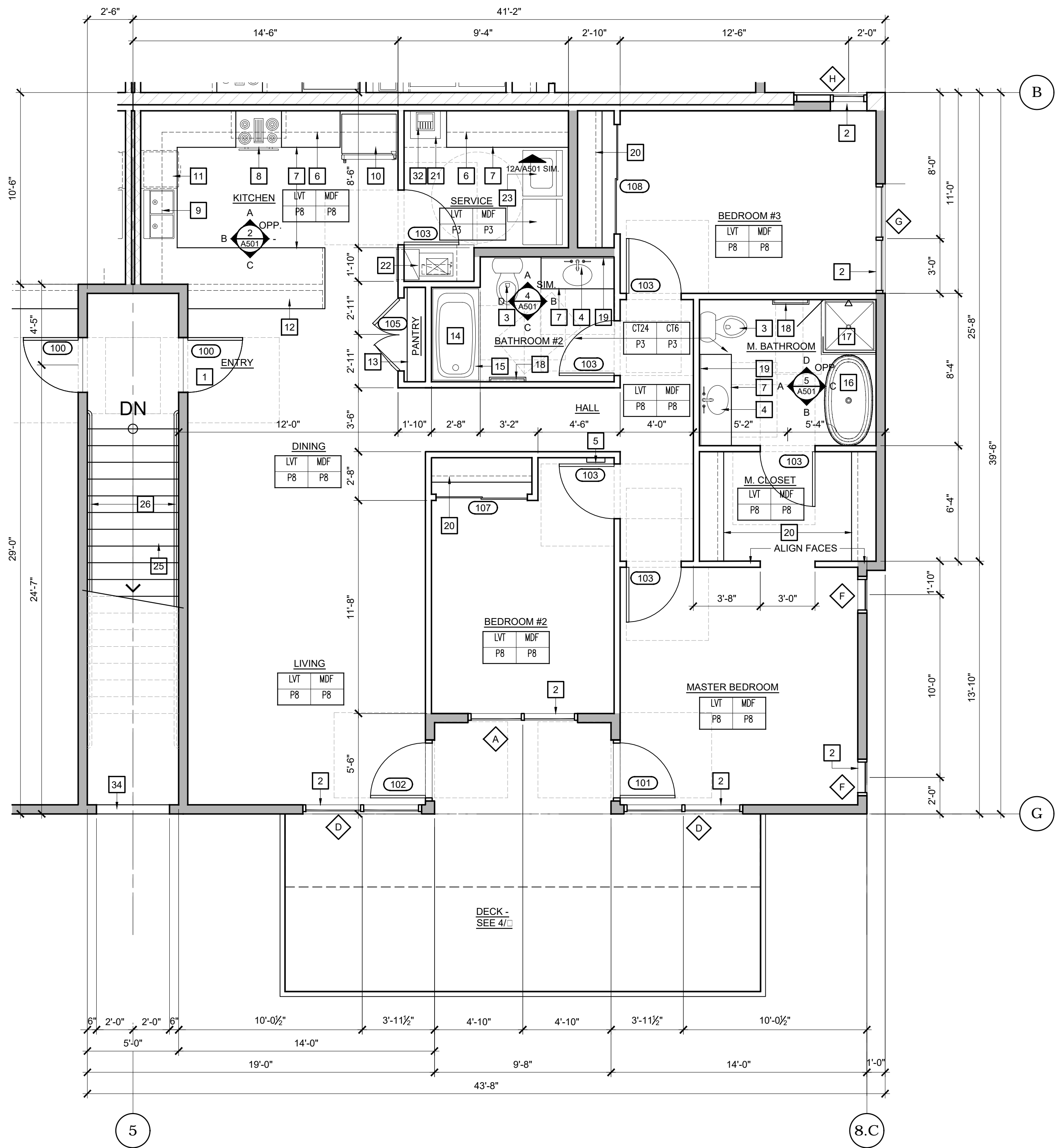
⑤ UNIT TYPE 'B' DECK FLOOR PLAN

SCALE: 1/4" = 1'-0"

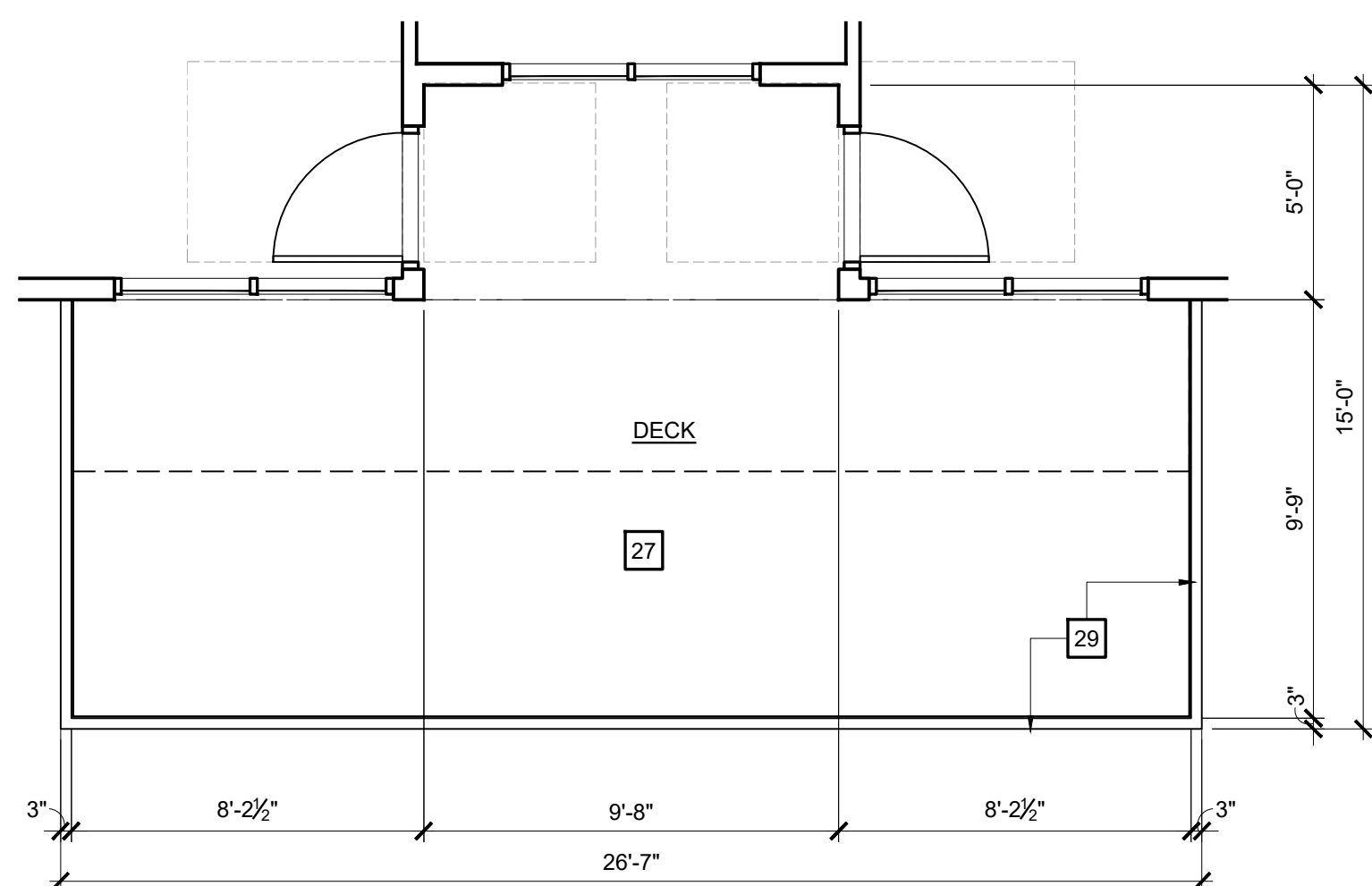


⑥ UNIT TYPE 'B' UPPER UNIT/ DECK FLOOR PLAN

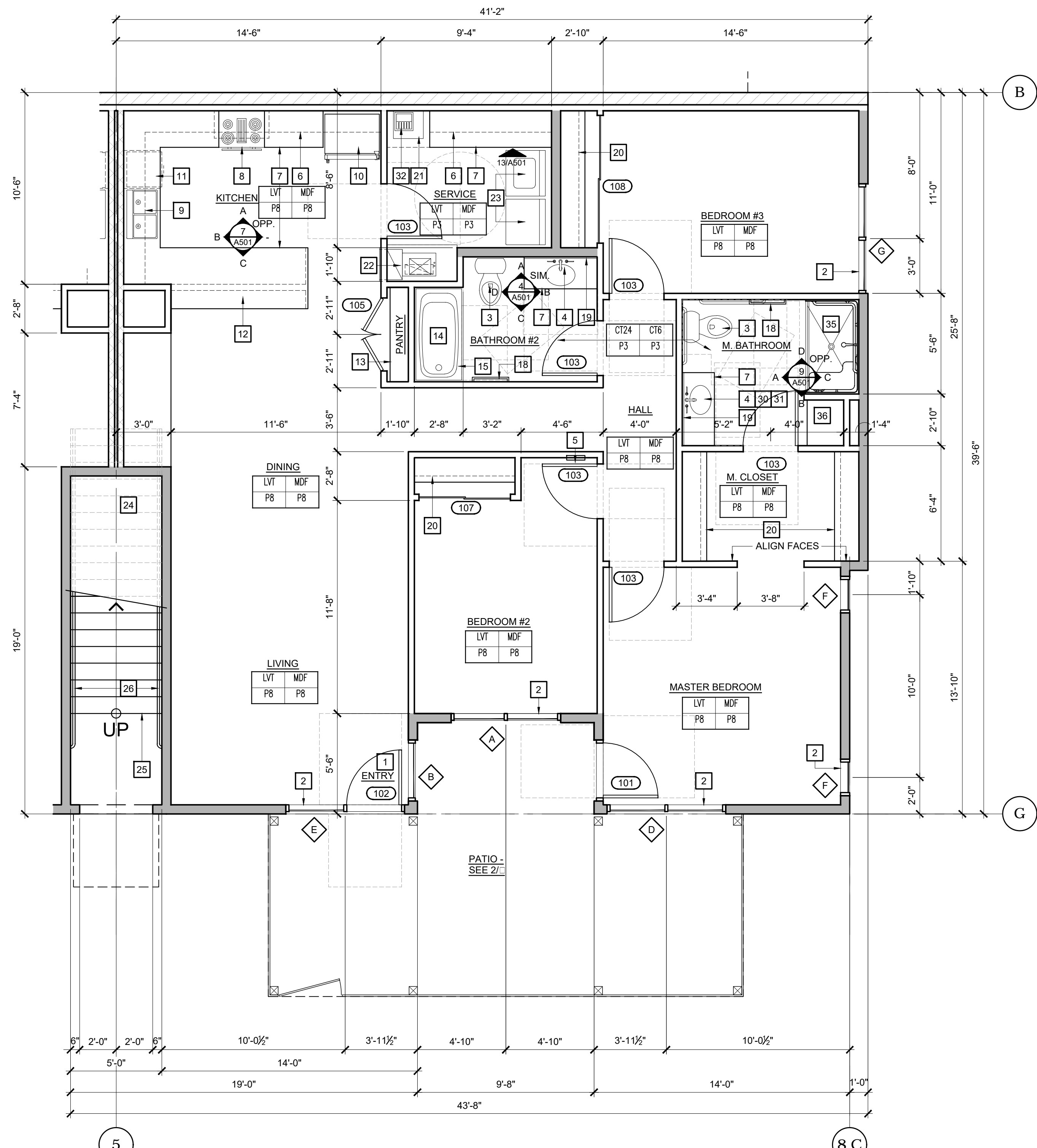
SCALE: 1/4" = 1'-0"
LOWER FLOOR: 202 LIVING AREA SQ. FT.: 1,482 DECK SQ. FT.: 227



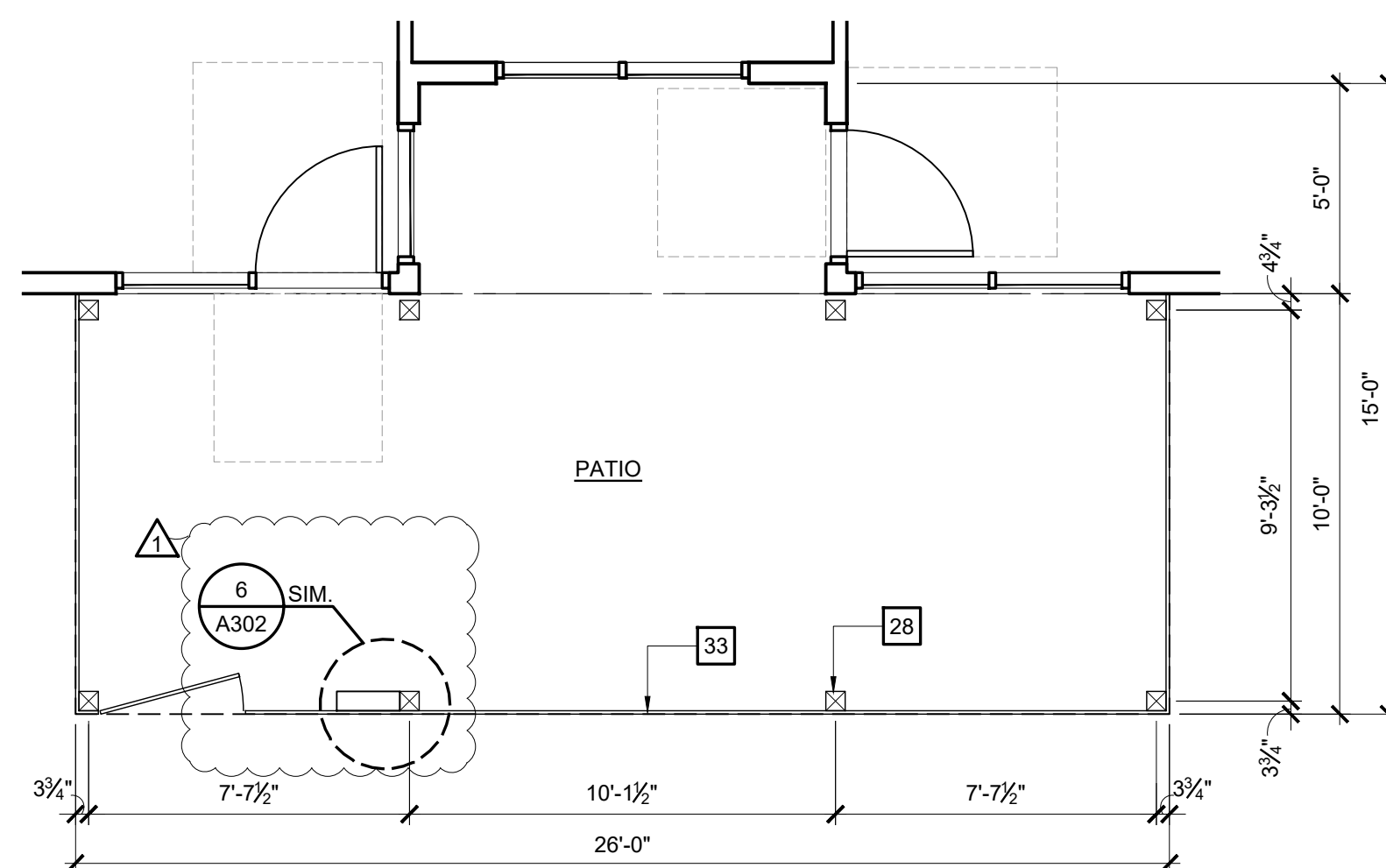
3 UNIT TYPE 'C' - UPPER FLOOR PLAN
SCALE: 1/4" = 1'-0"
UPPER FLOOR: 205 LIVING AREA SQ. FT.: 1,547 DECK SQ. FT.: 322



4 UNIT TYPE 'C' - DECK FLOOR PLAN
SCALE: 1/4" = 1'-0"



1 ACCESSIBLE UNIT TYPE 'C' - LOWER FLOOR PLAN
SCALE: 1/4" = 1'-0"
LOWER FLOOR: 105 LIVING AREA SQ. FT.: 1,519 DECK SQ. FT.: 308



2 UNIT TYPE 'C' - PATIO FLOOR PLAN
SCALE: 1/4" = 1'-0"

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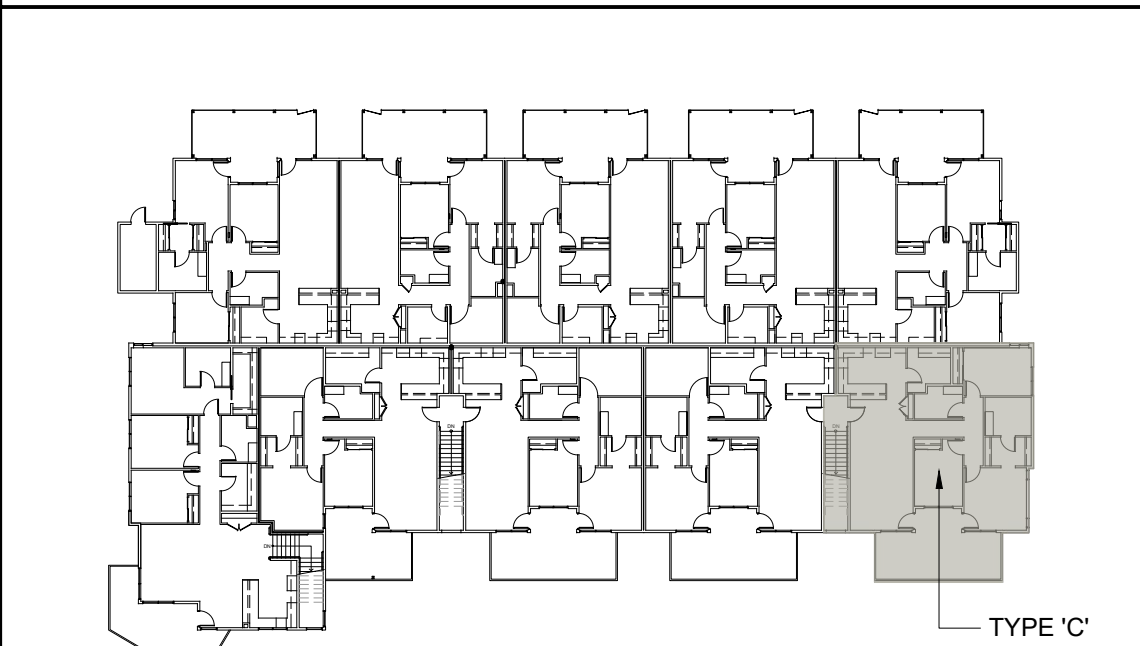
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PARTITION SCHEDULE

INTERIOR WALLS	
SYMBOL TYPE	DESCRIPTION
	2x4 STUD WALL
	2x6 STUD WALL
	DBL 2x4 WOOD STUDS (PARTY WALL) - SEE DETAIL 8/A800
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KEY PLAN



WR&D
WALD RUHNKE & DOST
ARCHITECTS LLP

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MONTEREY, CALIFORNIA 93940
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McINTOSH HOUSE APARTMENTS
LAGUNA SECA OFFICE PARK - LOT 5

McINTOSH ENTERPRISES
24481 CITATION COURT
MONTEREY, CA 93940

A.P.N. NO.: 173-121-005

JOB NO.

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FILE NAME: 17098.1-A212

WR&D

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McINTOSH HOUSE APARTMENTS

LAGUNA SECA OFFICE PARK - LOT 5

McINTOSH ENTERPRISES

24491 CITATION COURT

MONTEREY, CA 93940

A.P.N. NO.:

173-121-005

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 - INDICATES EXTERIOR WINDOW. REFER TO WINDOW & SCHEDULE @ A230 FOR ADDITIONAL INFORMATION.
 - INDICATES TOILET FIXTURE. SEE PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
 - INDICATES LAVATORY SET IN COUNTERTOP - SEE INTERIOR ELEVATIONS @ A501 AND PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
 - INDICATES ELECTRICAL PANEL- SEE ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
 - INDICATES UPPER CABINETS. SEE INTERIOR ELEVATIONS @ A501 FOR ADDITIONAL INFORMATION.
 - INDICATES LOWER CABINETS w/ COUNTERTOP & BACKSPASH. SEE INTERIOR ELEVATIONS @ A501 FOR ADDITIONAL INFORMATION.
 - INDICATES GAS RANGE w/ HOOD & MICROWAVE ABOVE, (TO BE SUPPLIED BY OWNER & INSTALLED BY CONTRACTOR.)
 - INDICATES DOUBLE SINK FIXTURE w/ GARBAGE DISPOSAL, SEE PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
 - INDICATES REFRIGERATOR SPACE (REFRIGERATOR TO BE SUPPLIED BY OWNER & INSTALLED BY CONTRACTOR.)
 - INDICATES DISHWASHER, (DISHWASHER TO BE SUPPLIED BY OWNER & INSTALLED BY CONTRACTOR.)
 - INDICATES CLEAR KNEE SPACE BELOW AT EATING COUNTER. SEE INTERIOR ELEVATIONS FOR DETAILS.
 - INDICATES FIXED SHELVES AT PANTRY. SEE INTERIOR ELEVATIONS AND DETAIL 8/A950.
 - INDICATES TUB/SHOWER UNIT w/ SHOWER HEAD AT +7'-0" HIGH. SEE PLUMBING DRAWINGS & INTERIOR ELEV'S FOR ADDITIONAL INFORMATION.
 - INDICATES SHOWER CURTAIN ROD. (CURTAIN NIC - BY FUTURE TENANT)
 - INDICATES FREESTANDING SOAKING BATHTUB. SEE PLUMBING DRAWINGS.
 - INDICATES SHOWER BASE UNIT w/ SAFETY GLASS ENCLOSURE & TILE TO +8'-0". SHOWER HEAD TO BE AT + 7'-0" HIGH.
 - INDICATES TOWEL BAR - SEE INTERIOR ELEVATIONS.
 - INDICATES MIRROR. SEE INTERIOR ELEVATIONS.
 - INDICATES SINGLE POLE & SHELF. PROVIDE MID-SUPPORT WHEN SPAN EXCEEDS 48". SEE DETAIL 7/A950.
 - INDICATES WALL - MOUNTED TANK LESS WATER HEATER WITH CLEAR SPACE MIN. 12" FROM C/F. SEE MECHANICAL DRAWINGS.
 - INDICATES AIR HANDLER ON +20" RAISED PLATFORM- SEE MECHANICAL DRAWINGS.
 - INDICATES WASHER AND DRYER (BY OTHERS)
 - INDICATES NON ACCESSIBLE SPACE UNDER STAIRS.
 - INDICATES STAIRS - MIN. 11" TREADS & MAX. 7" RISERS.
 - INDICATES HANDRAILS AT STAIRS. - SEE DETAIL 1/A850, 2/A850 & 4/A850
 - INDICATES 'GEOLAM' (OR EQ.) COMPOSITE DECKING AT UPPER DECK UNITS.
 - INDICATES PATIO COLUMNS AT LOWER UNITS. - SEE STRUCTURAL DRAWINGS.
 - INDICATES 42" GUARDRAILS AT UPPER UNIT DECKS. - SEE DETAIL 12/A811
 - AT ACCESSIBLE UNITS ONLY- FAUCET SHALL BE LEVER TYPE VALVES THAT ARE OPERABLE WITH ONE HAND AND DO NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST.
 - AT ACCESSIBLE UNITS ONLY EXPOSED - DRAIN AND ALL WATER PIPING SHALL BE INSULATED OR CONFIGURED TO PREVENT DIRECT CONTACT.
 - INDICATES FLOOR SINK - SEE PLUMBING DRAWINGS.
 - WOOD PRIVACY FENCE TO +6'-0" AFF. SEE DETAIL 20/A850
 - FRAMED OPENING w/ GALV SHT MTL FLASHING CAP & BIRD SPIKES
 - 'FLORESTONE' (OR EQ.) 35-62H PRE-FAB ROLL-IN SHOWER w/ SHOWER ROD, SEAT, FAUCET & RE-POSITIONABLE WAND
 - FULL HEIGHT LINEN - SEE INTERIOR ELEVATIONS.

GENERAL NOTES

- SEE OVERALL FLOOR PLANS FOR GRID / COLUMN DIMENSIONS.
- ALL DIMENSIONS TO FACE OF STUD UNLESS OTHERWISE NOTED.
- SEE PLUMBING PLANS FOR PLUMBING FIXTURES INFORMATION.
- SEE SHEET A800 FOR TOILET ROOM CONSTRUCTION AND ACCESSIBILITY DETAILS.
- PROVIDE TWO (2) 15" BREAD BOARDS IN KITCHEN PER CBC 1133A.4.3. (EXCEPTION)
- FOR ADAPTABLE ACCESSIBILITY, WALLS SURROUNDING TUBS, SHOWERS AND WATER CLOSETS ARE REQUIRED TO BE SUFFICIENTLY REINFORCED TO ACCEPT THE POSSIBLE FUTURE INSTALLATION OF GRAB BARS PER SECTION 1134A.2
- PER CBC SECTION 1142A.2, CONTROLS OR SWITCHES INTENDED TO BE USED BY THE OCCUPANT OF THE ROOM OR AREA TO CONTROL LIGHTING AND RECEPTACLE OUTLETS, APPLIANCES, ALARMS OR COOLING, HEATING AND VENTILATING EQUIPMENT SHALL BE LOCATED NO MORE THAN 48" AFF. MEASURED FROM THE TOP OF THE OUTLET BOX NOR LESS THAN 15 INCHES AFF. MEASURED FROM THE BOTTOM OF THE OUTLET BOX TO THE LEVEL OF FINISHED FLOOR.
- SEE ELECTRICAL PLANS FOR LIGHT FIXTURES, DETECTORS, ETC. IN CEILINGS.

PARTITION SCHEDULE

INTERIOR WALLS	
SYMBOL TYPE	DESCRIPTION
	2x4 STUD WALL
	2x6 STUD WALL
	DBL 2x4 WOOD STUDS (PARTY WALL) - SEE DETAIL 8/A800
	CONC WALL

KEY PLAN

TYPE 'D'

ACCESSIBLE UNIT

TYPE 'E'

TYPE 'D'

KEY PLAN

SCALE: N.T.S.

SHEET NAME:

ENLARGED

UNIT

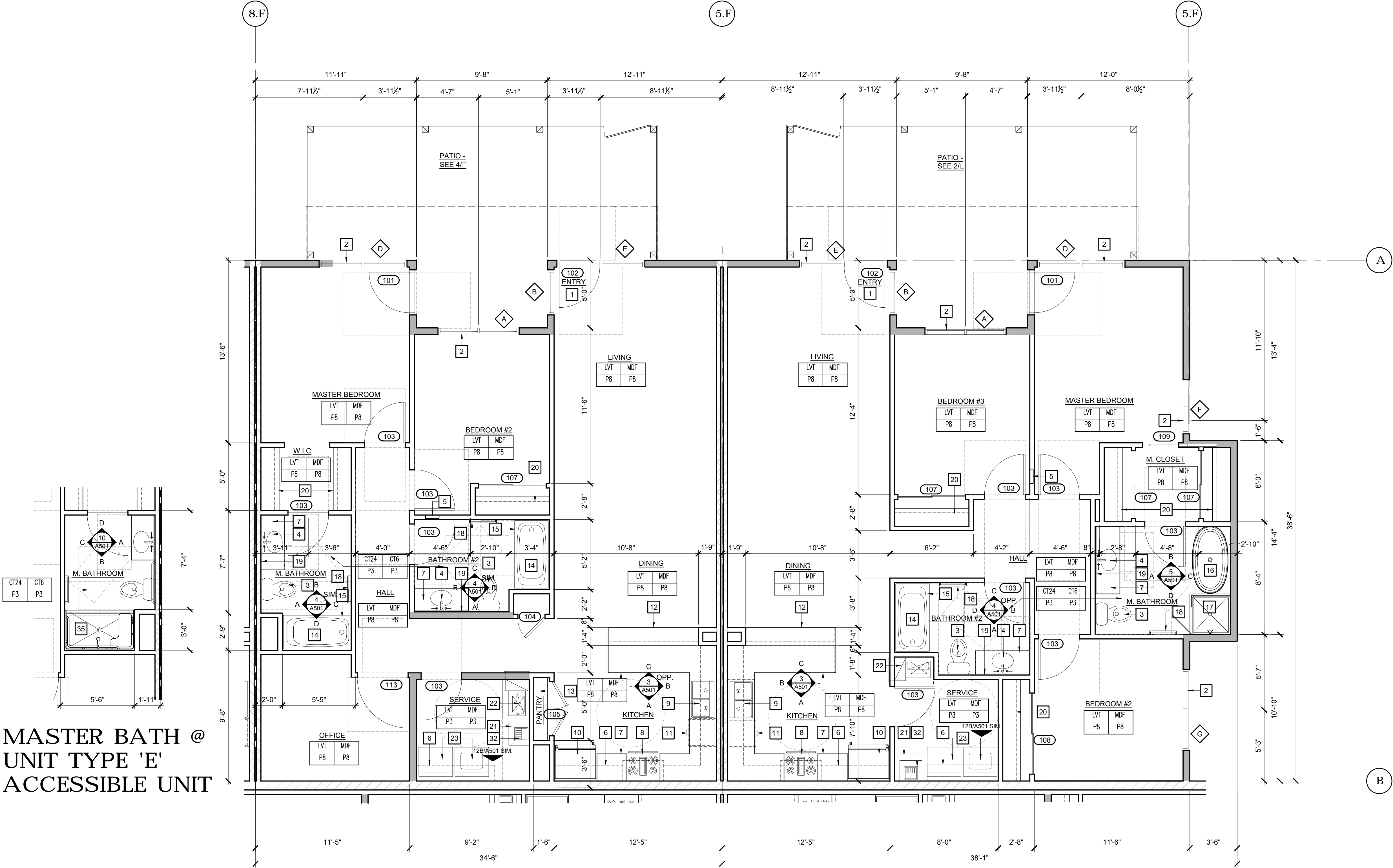
PLANS

SHEET NO.:

A213

FILE NAME.:

17098-1-A213



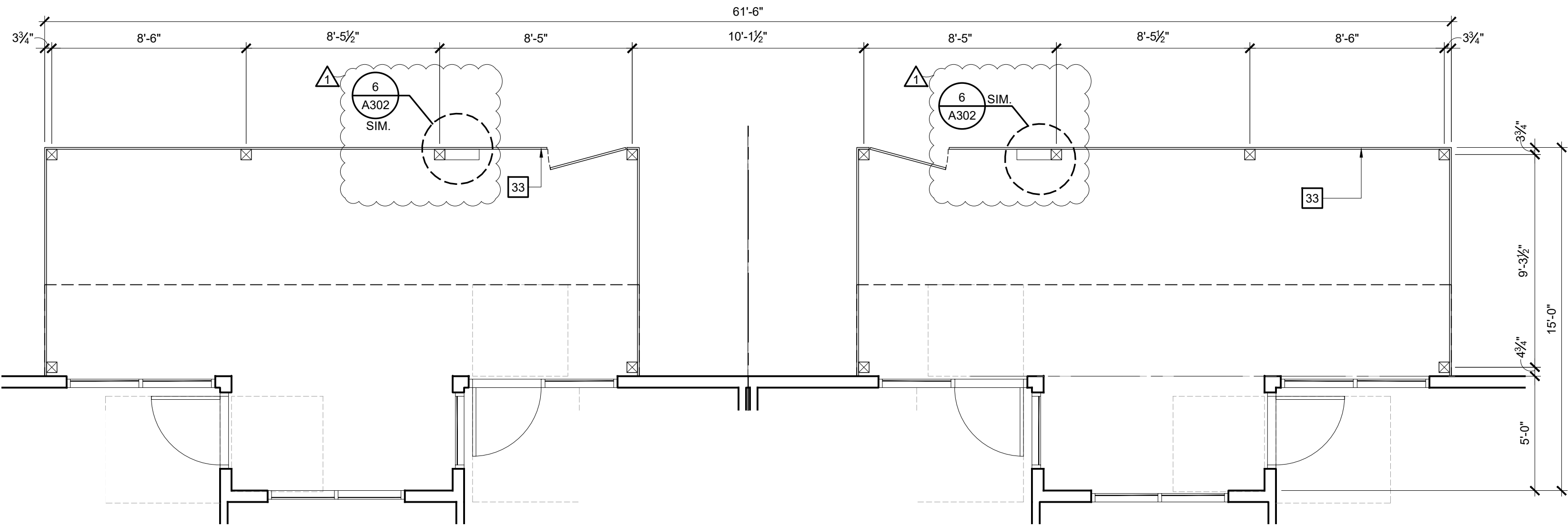
MASTER BATH @
UNIT TYPE 'E'
ACCESSIBLE UNIT

3 UNIT TYPE 'E' FLOOR PLAN

SCALE: 1/4" = 1'-0"
UPPER LEVEL FLOOR: 207, 208, 209 LIVING AREA SQ. FT.: 1,297 PATIO SQ. FT.: 308

1 UNIT TYPE 'D' FLOOR PLAN

SCALE: 1/4" = 1'-0"
UPPER LEVEL FLOOR: 206, 210 LIVING AREA SQ. FT.: 1,352 PATIO SQ. FT.: 308



4 UNIT TYPE 'E' PATIO PLAN

SCALE: 1/4" = 1'-0"

2 UNIT TYPE 'D' PATIO PLAN

SCALE: 1/4" = 1'-0"

FINISH SCHEDULE

KEY	MATERIAL	FINISH	COMMENTS
FLOOR FINISHES			
OPT	CARPETING	PRE-FINISHED	28oz LEVEL LOOP CARPETING, DIRECT GLUE-DOWN
OPT2	CARPETING	PRE-FINISHED	28oz CUT PILE DIRECT GLUE-DOWN
VCT	VINYL COMPOSITION TILE	PRE-FINISHED	"ARMSTRONG" DEXLON
SNV	SHEET VINYL	PRE-FINISHED	"ARMSTRONG" CLASSIC CORLON
LVT	LUXURY VINYL TILE	PRE-FINISHED	"MANNINGTON" CITY PARK
RUB	RUBBER FLOORING	PRE-FINISHED	"BURKE" RUBBER FLOOR TILE AND/OR STAIR TREADS
C28	CERAMIC TILE	PRE-FINISHED	2x2 CERAMIC TILE FROM MFG'S STANDARD LINE w/ CUSTOM GROUT COLOR, THIN SET
CT4	CERAMIC TILE	PRE-FINISHED	4x4 CERAMIC TILE FROM MFG'S STANDARD LINE w/ CUSTOM GROUT COLOR, THIN SET
CT12	CERAMIC TILE	PRE-FINISHED	12x12 CERAMIC TILE FROM MFG'S STANDARD LINE w/ CUSTOM GROUT COLOR, THIN SET
CT24	CERAMIC TILE	PRE-FINISHED	12x24 PORCELAIN TILE FROM MFG'S STANDARD LINE w/ CUSTOM GROUT COLOR, THIN SET
QT	QUARRY TILE	PRE-FINISHED	6x6 CERAMIC TILE w/ CUSTOM GROUT COLOR, MUD SET
EPOX	EPOXY FLOORING	PRE-FINISHED	FROM MFG'S STANDARD LINE
CON1	EXPOSED CONCRETE	NONE	NO FINISH
CON2	EXPOSED CONCRETE	SEAL	CONCRETE SEALANT
CON3	EXPOSED CONCRETE, STAINED	STAIN & SEAL	CONCRETE STAIN w/ DIAMOND PLATE COATING
WOOD	WOOD PLANK FLOORING	PRE-FINISHED	6" WIDTH, FROM MFG'S STANDARD LINE
NONE	EXISTING TO REMAIN	CLEAN	CLEAN & MAX/SEAL AS REQUIRED
PMD	EXPOSED PLYWOOD	NONE	
BASE TYPE/FINISH			
T58	RUBBER BASE	PRE-FINISHED	4" RUBBER TOPSET BASE (8" @ TOILET ROOMS)
SHV	SHEET VINYL	PRE-FINISHED	6" HIGH COVER BASE, INTEGRAL WITH FLOOR
CT	CERAMIC TILE	PRE-FINISHED	6" HIGH COVER BASE, INTEGRAL WITH FLOOR/WALL
WD	WOOD BASE	PRE-FINISHED	(2) COATS OF WIPING STAIN w/ ACRYLIC VARNISH
MDF	MDF BASE	PRE-FINISHED	3.5" w/ (2) COATS OF SEMI GLOSS PAINT (MINIMUM)
CT4	CERAMIC TILE	PRE-FINISHED	TO MATCH FLOOR OR WALL TILE (MIN 4" HT)
POR	PORCELAIN TILE	PRE-FINISHED	TO MATCH FLOOR (MIN 6" HT)
SF	"SLIM FOOT" SANITARY COVERED BASE TILE	PRE-FINISHED	SUMMITVILLE TILE "STRATA" QT 3565 QUARRY TILE
NO	NO BASE	---	---
WALL FINISH			
P1	GYPBD WALL, LIGHT TEXTURE	PAINT	LEVEL 4 GYPBD FINISH ONLY (NO PAINT)
P2	GYPBD WALL, SMOOTH TEXTURE	PAINT	LEVEL 4 GYPBD FINISH (NO TEXTURE) WITH (2) COATS OF SEMI-GLOSS PAINT
P3	GYPBD WALL, LIGHT TEXTURE	PAINT	LEVEL 4 GYPBD FINISH WITH (2) COATS OF SEMI-GLOSS PAINT
P4	GYPBD WALL, FIRE TAPE	NONE	LEVEL 2 GYPBD FINISH, FIRE TAPE JOINTS ONLY
P5	CONC MASONRY UNIT ("CMU") WALL	PAINT	(2) COATS OF FLAT LATEX PAINT OVER MASONRY SEALER
P6	CONCRETE WALL	PAINT	SEMI COAT & TEXTURE TO MATCH LIGHT GYPBD TEXTURE, WITH (2) COATS OF FLAT LATEX PAINT
P7	CEMENT PLASTER	PAINT	7/8"thk 3-COAT CEMENT PLASTER ON WIRE LATH
P8	GYPBD WALL, LIGHT TEXTURE	PAINT	(2) COATS OF FLAT LATEX PAINT o/ PRIMER
FRP	FIBERGLASS REINFORCED PLASTIC	PRE-FINISHED	LEVEL 4 GYPBD FINISH WITH (2) COATS OF EGS SHELL PAINT
CT4	CERAMIC TILE	PRE-FINISHED	"MARLITE" FRP PANEL, DIRECT GLUE TO GYPBD WALL (LEVEL 2 GYPBD FINISH BENEATH)
CMC	VINYL WALL COVERING	PRE-FINISHED	4x4 CERAMIC TILE MANSOFT THIN SET TO WALL w/ CUSTOM COLOR GROUT
MAN	MANUFACTURERS FINISH	PRE-FINISHED	VINYL WALL COVERING AS SELECTED BY TENANT
SS	STAINLESS STEEL	PRE-FINISHED	FINISH PROVIDED BY MANUFACTURER
NSF	NSF APPROVED STAINLESS STEEL o/ 5/8"	PRE-FINISHED	FINISH PROVIDED BY MANUFACTURER
LEVEL 2 GYPBD FINISH, FIRE TAPE JOINTS			
CEILING FINISH			
P1	GYPBD CEILING, LIGHT TEXTURE	PAINT	LEVEL 4 GYPBD FINISH WITH (2) COATS OF FLAT LATEX PAINT
P2	GYPBD CEILING, SMOOTH TEXTURE	PAINT	LEVEL 4 GYPBD FINISH (NO TEXTURE) WITH (2) COATS OF SEMI-GLOSS PAINT
P3	GYPBD CEILING, LIGHT TEXTURE	PAINT	LEVEL 4 GYPBD FINISH WITH (2) COATS OF SEMI-GLOSS PAINT
P4	GYPBD CEILING, FIRE TAPE	NONE	LEVEL 2 GYPBD FINISH, FIRE TAPE JOINTS ONLY
TBAR	SUSPENDED T-BAR GRID w/ ACOUSTICAL TILE	PRE-FINISHED	"ARMSTRONG" XL GRID w/ MINATONE CORTESA ACOUSTICAL PANELS
TBAR2	SUSPENDED T-BAR GRID w/ VINYL ACOUSTICAL TILE	PRE-FINISHED	"ARMSTRONG" XL GRID w/ CERAMICGUARD (UNPERFORATED) ACOUSTICAL PANELS
OP	OPEN TO STRUCTURE ABOVE	PAINT	SPRAY STRUCTURE, INSULATION, ETC. w/ DARK COLOR (PAINTING IS OPTIONAL AT OWNER'S DISCRETION)
MAN	MANUFACTURERS FINISH	PRE-FINISHED	FINISH PROVIDED BY MANUFACTURER
MISCELLANEOUS FINISHES			
M1	EXPOSED WOOD	STAIN	STAIN FINISH w/ (2) COATS OF CLEAR ACRYLIC VARNISH
P1	PLASTIC LAMINATE	PRE-FINISHED	SELECTED FROM MFG'S STANDARD LINE
P2	PLASTIC LAMINATE	PRE-FINISHED	SELECTED FROM MFG'S STANDARD LINE
M1	MISCELLANEOUS EXPOSED	PAINT	SHOP COAT OF PRIMER & (2) COATS OF SEMI-GLOSS PAINT
FINISH SCHEDULE GENERAL NOTES			
F1	THE ABOVE FINISH SCHEDULE IS GENERAL, AND MAY LIST FINISHES THAT ARE NOT REQUIRED FOR THIS PROJECT. FINISHES THAT ARE REQUIRED FOR THIS PROJECT ARE SPECIFICALLY CALLED OUT ON THE PLANS AND ELEVATIONS.		
F2	FINISHES ARE SPECIFIED BY MANUFACTURER TO ESTABLISH A MINIMUM LEVEL OF QUALITY. EQUAL PRODUCTS BY OTHER MANUFACTURERS MAY BE SUBSTITUTED WITH THE PRIOR REVIEW OF THE ARCHITECT FOR COMPLIANCE WITH THE DESIGN STANDARDS.		
F3	SUBMITTALS : WHERE COLORS OR FINISHES ARE NOT SHOWN IN THE "FINISH SCHEDULE", THE CONTRACTOR SHALL PROVIDE CUT SHEETS AND FINISH SAMPLES FOR THE ARCHITECT AND/OR TENANT TO SELECT FROM. ARCHITECT AND/OR TENANT SHALL REVIEW AND PROVIDE SELECTION PRIOR TO INSTALLATION.		
F4	PRODUCT MANUFACTURERS SHALL WARRANT THAT THEIR PRODUCTS MEET ALL STATE, LOCAL AND FEDERAL REQUIREMENTS, INCLUDING (BUT NOT LIMITED TO) FLAME SPREAD, VOC REQUIREMENTS, ETC.		
F5	FINISH "LEVELS" FOR GYPSUMBOARD WORK SHALL BE AS DEFINED IN THE "RECOMMENDED SPECIFICATION: LEVELS OF GYPSUMBOARD FINISH" AS PUBLISHED BY THE GYPSUM ASSOCIATION.		
FINISH KEY SYMBOL DESIGNATIONS			
<div><div>FLOOR FINISH</div><div>FLOOR BASE / FINISH</div><div><div>CO1</div><div>CO3</div><div>OP/P3</div></div><div><div>TSB</div><div>TSB</div></div><div>WALL FINISH</div><div>CEILING FINISH</div></div>			
NOTE: TWO FINISHES SHOWN WITH (X)/XX INDICATE MULTIPLE FINISHES.			

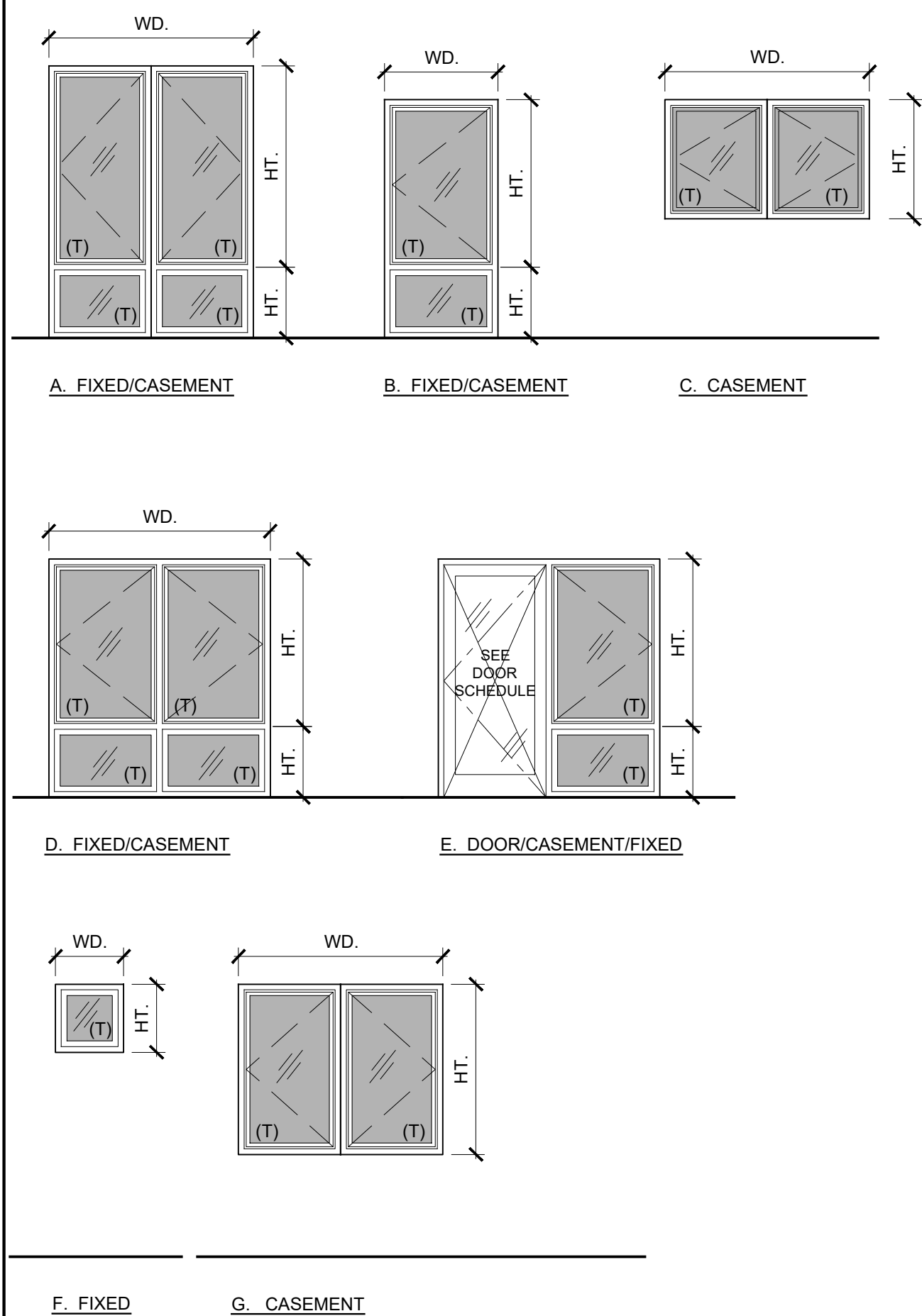
WINDOW SCHEDULE

WINDOW		SIZE		DETAIL REFERENCE			NOMINAL HEAD HEIGHT	GLASS TYPE	NOTES
NUMBER	TYPE	GLAZING	WIDTH	HEIGHT	HEAD	JAMB	SILL	MUL	
A		●	PR. 3'-0" o/ 3'-0"	5'-11" o/ 2'-11"	18/A811	18/A811	7/A811		8'-6"
B		●	3'-4" o/ 3'-4"	4'-11" o/ 2'-11"	17/A850	17/A850	4/A811		7'-0"
C		●	PR. 3'-0"	3'-6"	17/A850	18/A850	4/A811		7'-0"
D		●	PR. 3'-0" o/ 3'-0"	4'-11" o/ 2'-11"	16/A850	16/A850	7/A811		7'-0"
E		●	3'-4" o/ 3'-4"	4'-11" o/ 2'-11"	19/A850	19/A800	7/A811		7'-0"
F		●	2'-0"	2'-0"	16/A850	16/A850	3/A811		5'-6"
G		●	6'-0"	5'-0"	16/A850	16/A850	7/A811		7'-0"
H		●	2'-0"	2'-0"	16/A850	16/A850	3/A811		8'-0"
J		●	6'-0"	5'-0"	16/A850	16/A850	7/A811		8'-0"
K		●	3'-4"	3'-4"	14/A105	14/A105	15/A105		7'-2"

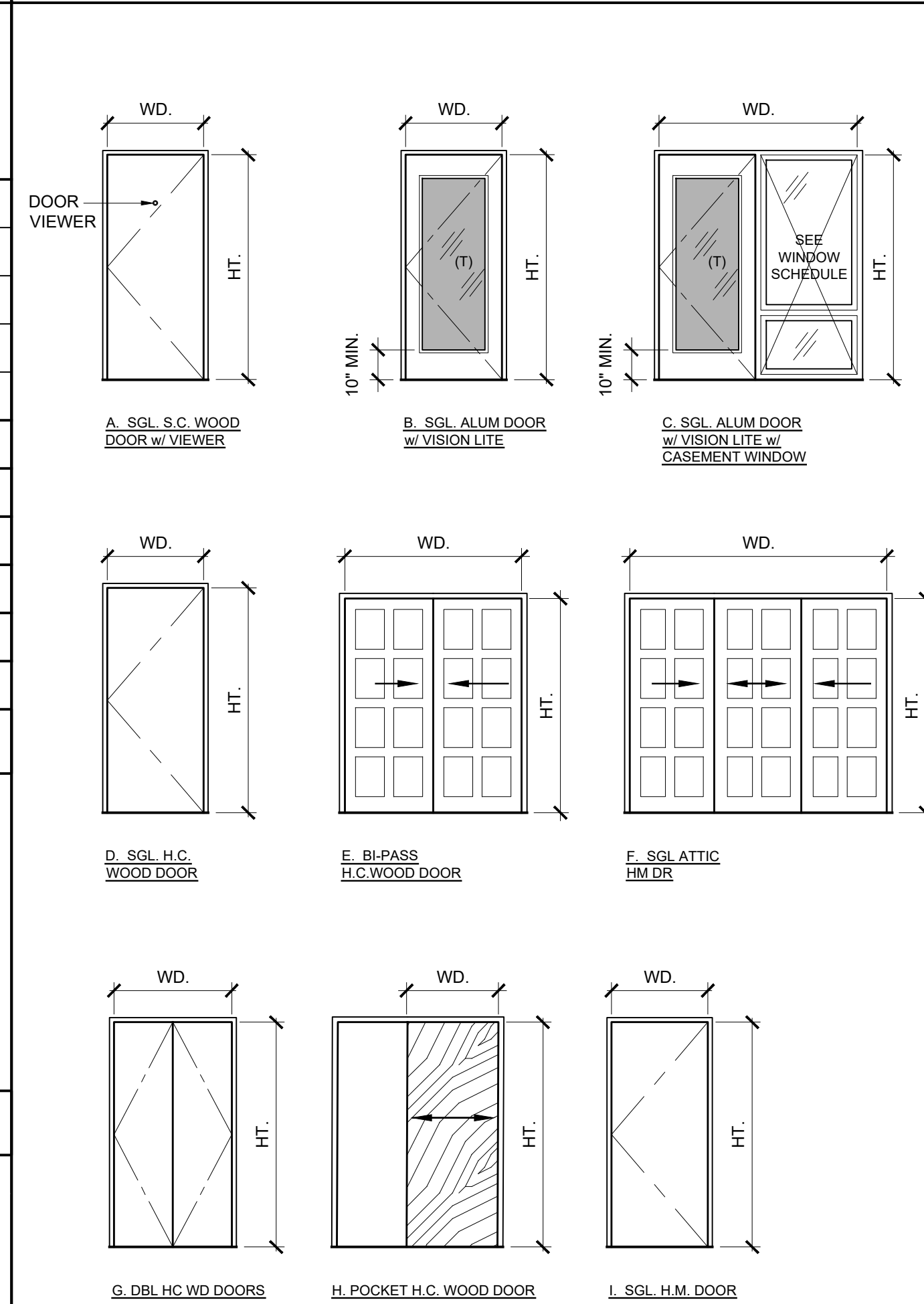
WINDOW NOTES

- ALL HARDWARE, FRAME FINISH AND COMPANION HARDWARE SHALL MATCH THE EXISTING CONDITION WHERE APPLICABLE.
- DIRECTION OF WINDOW OPERATION SHOWN ON INTERIOR / EXTERIOR ELEVATIONS BY ARROW. FOR SLIDING WINDOW AND DASHED LINE FOR SWINGING WINDOW.
- WINDOW SIZES ARE APPROXIMATE AND MAY BE ALTERED SLIGHTLY TO MEET MANUFACTURED STANDARD SIZES.
- ALL GLAZING SUBJECT TO HUMAN IMPACT SHALL BE APPROVED SAFETY GLASS AND COMPLY W/ SECTION 2406 OF THE CURRENT EDITION OF THE C.B.C. ALL GLAZING SHALL BE SAFETY GLAZED WHEN LOCATED WITHIN 60" OF THE WALKING SURFACE OR WITHIN 24" HORIZONTAL DISTANCE FROM ANY DOOR. A CERTIFICATE MUST ACCOMPANY ALL GLAZING PRODUCTS STATING THAT THE PRODUCTS CONFORM WITH APPLICABLE CONSUMER PRODUCT SAFETY STANDARDS.
- ALL ROUGH OPENING DIMENSION SHALL BE FIELD VERIFIED. WINDOW FRAME AND GLAZING SHALL MATCH THE EXISTING CONDITION WHERE APPLICABLE.
- WINDOWS MEET VENTILATION REQUIREMENTS. CRC R303.1 FOR THE NEW EXERCISE ROOM.

WINDOW TYPES



DOOR TYPES



DOOR GENERAL NOTES

- MINIMUM 3'-0"x6'-8" MINIMUM U.N.O. DOOR HEIGHTS SHALL MATCH EXISTING CONDITION WHERE APPLICABLE.
- BOTTOM 10" OF THE DOOR SHALL BE A SMOOTH, SOLID SURFACE.
- DOORS SHALL BE OPERABLE FROM THE INSIDE WITHOUT SPECIAL KNOWLEDGE OR EFFORT.
- LATCHING HARDWARE SHALL BE MOUNTED 34" TO 44" ABOVE FINISH FLOOR SURFACE.
- THRESHOLD CHANGE IN HEIGHT BETWEEN FLOOR SURFACES ON EITHER SIDE OF DOOR SHALL NOT EXCEED 1/2".
- LEVER TYPE LATCHSET AND LOCKSET HANDLES SHALL COMPLY WITH CBC & ADA ACCESSIBILITY REQUIREMENTS.
- PRESSURE TO OPERATE EXTERIOR AND INTERIOR DOORS SHALL NOT EXCEED 5.0 lbs., AND FIRE RATED DOORS SHALL NOT EXCEED 15lbs., PER C.B.C. SECTION 118-404.2.9. ALL DOORS SHALL BE ADJUSTED TO MEET THIS REQUIREMENT.
- PROVIDE ACCESSIBLE HARDWARE THAT DOES NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST.
- ALL EXTERIOR DOORS TO BE WEATHER STRIPPED WITH PEMKO S880 WEATHER STRIPPING, U.N.O.
- ALL EXTERIOR DOORS TO HAVE TOP CLOSER STRIP, U.N.O.
- ALL HOLLOW METAL DOOR FRAMES SHALL HAVE WELDED CORNERS, GROUND SMOOTH WITH REINFORCED CORNERS AND HINGE LOCATIONS.
- THE FORMALDEHYDE EMISSION LEVEL OF ALL NEW DOORS SHALL NOT EXCEED CAL ARB LIMITS.
- DOORS SEPARATING CONDITIONED AND NONCONDITIONED SPACE SHALL BE WEATHER STRIPPED OR GASKETED TO EFFECTIVELY AND RELIABLY LIMIT AIR INFILTRATION. ADHESIVE FOAM-TYPE OR FELT WEATHER STRIPPING IS NOT ACCEPTABLE.
- THRESHOLDS SHALL COMPLY WITH C.B.C. SECTION 118-404.2.5.
- MOUNTING HEIGHT OF LATCHING HARDWARE/HAND-ACTIVATED DOOR OPENING HARDWARE SHALL BE CENTERED BETWEEN 34" TO 44" A.F.F. PER C.B.C. SECTION 118-404.2.7.
- FURNISH AND INSTALL ALL HARDWARE AS REQUIRED FOR A COMPLETE ASSEMBLY. THE WORK SHALL INCLUDE, BUT IS NOT LIMITED TO, LOCKS, LATCHES, DOOR BUTTS WITH NON-REMOVABLE PINS ON OUT-SWINGING EXTERIOR DOORS, AND DOOR STOPS. WHERE INDICATED ON PLANS, THE WORK INCLUDES METAL THRESHOLDS, METAL KICK PLATES, METAL PUSH PLATES, SINGLE OR DOUBLE ACTING SELF-CLOSING GRAVITY OPERATED GATE HINGES.

MANUFACTURER'S SYMBOLS

ADA = GLY = IVE =	ADAMS RITE MFG. GLYNN-JOHNSON CORPORATION IVES	ALUMINUM DOOR HARDWARE OVERHEAD DOOR STOPS HINGES, BOLTS, COORDINATORS, DUST PROOF STRIKES, KICK PLATES, DOOR STOPS & SILENCERS DOOR CLOSERS THRESHOLDS, GASKETING & WEATHER-STRIPPING LOCKS, LATCHES & CYLINDERS ADA POCKET DOOR PULLS & FLUSH PULLS SLIDING AND BI-FOLD HARDWARE WEATHERSTRIPPING
LCN = NGP = SCH = TRI = STA = PEM =	LCN NATIONAL GUARD PRODUCTS SCHLAGE LOCK COMPANY TRIMCO STANLEY PEMCO	

DOOR SCHEDULE

KEY	DESCRIPTION	DOOR WIDTH	DOOR HEIGHT	DOOR THICKNESS	DOOR TYPE	DOOR CORE	DOOR FINISH	FRAME FINISH	LOCKSET	CLOSER	HINGES	SEALS	DOOR STOP	THRESHOLD	DOUBLE DOOR	MISCELLANEOUS	HEAD DETAIL (XXXX)	JAMB DETAIL (XXXX)	SILL DETAIL (XXXX)	NOTES
DOOR TYPE 100																				
A	Entry	36"	84"	1-3/4"	20	---	SC	PG	HM	PNT	ENT	CL2	STD	WET	FS1	TH6	---	PH	---	---
DOOR TYPE 101																				
B	Entry	36"	84"	1-3/4"	---	---	TPM	---	AL	AL	AL	MFG	MFG	MFG	FS1	MFG	---	---	---	---
DOOR TYPE 102																				
C	Entry	36"	84"	1-3/4"	---	---	TPM	---	AL	AL	AL	MFG	MFG	MFG	FS1	MFG	---	---	---	---
DOOR TYPE 103																				
D	Interior	36"	80"	1-3/8"	---	---	HC	PG	WD	PNT	PRV	---	STD	---	WB1	---	---	---	---	---
DOOR TYPE 104																				
D	Interior	24"	80"	1-3/8"	---	---	HC	PG	WD	PNT	PSG	---	STD	---	---	---	---	---	---	---
DOOR TYPE 105																				
G	Del Interior	48"	80"	1-3/8"	---	---	HC	PG	WD	PNT	SDT	---	STD	---	---	---	BC	---	---	---
DOOR TYPE 106																				
G	Del Interior	60"	80"	1-3/8"	---	---	HC	PG	WD	PNT	SDT	---	STD	---	---	---	BC	---	---	---
DOOR TYPE 107																				
E	Int Bi-Pass	60"	80"	1-3/8"	---	---	HC	PG	WD	PNT	SLD	---	---	---	---	---	---	---	---	---
DOOR TYPE 108																				
E	Int Bi-Pass	48"	80"	1-3/8"	---	---	HC	PG	WD	PNT	SLD	---	---	---	---	---	---	---	---	---
DOOR TYPE 109																				
H	Int Pocket	36"	80"	1-3/8"	---	---	SC	PG	WD	PNT	PNT	---	---	---	---	---	---	---	---	1
DOOR TYPE 110																				
I	Entry	36"	84"	1-3/4"	---	---	HM	PG	HM	PNT	CLA	---	STD	WET	FS1	TH6	---	---	---	---
DOOR TYPE 111																				
I	Entry	72"	84"	---	---	---	HM	PG	HM	PNT	PAN	---	STD	WET	---	---	---	---	---	---
DOOR TYPE 112																				
I	Ext Attic	36"	24"	1-3/4"	---	---	HM	PG	HM	PNT	DBT	---	STD	WET	---	---	---	---	---	---
DOOR TYPE 113																				
D	Interior	45"	80"	1-3/8"	---	---	HC	PG	WD	PNT	PRV	---	STD	---	WB1	---	---	---	---	---

GLAZING OF DOOR

- TPM 1/4" TEMPERED GLASS (SIZE : 24"x36", UNLESS OTHERWISE NOTED)
 WR 1/4" WIRE GLASS (SIZE : 24"x36", UNLESS OTHERWISE NOTED)
 FL FIRE LITE GLAZING (SIZE : 24"x36", UNLESS OTHERWISE NOTED)

CORE OF DOOR

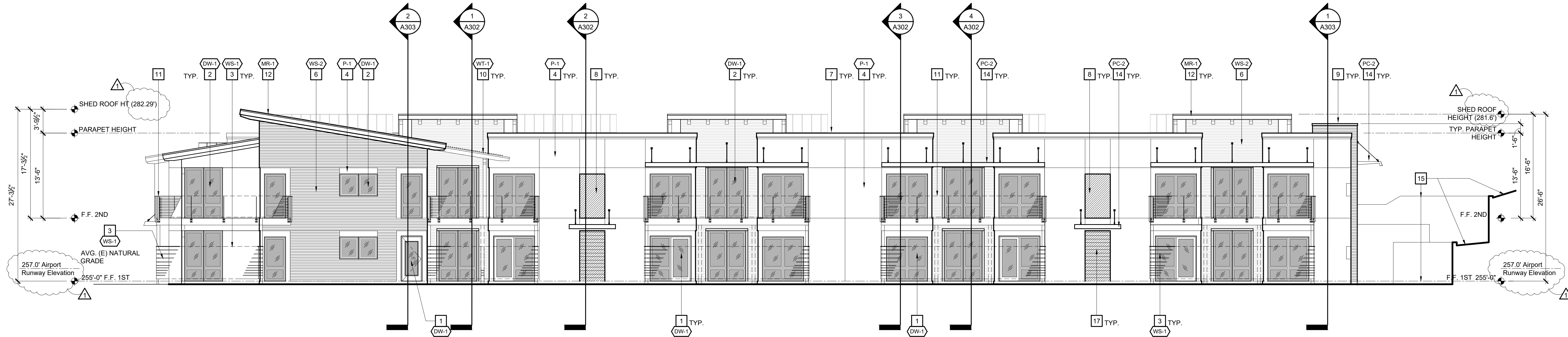
- HC HOLLOW CORE WOOD DOOR
 SC SOLID CORE WOOD DOOR
 STL STEEL DOOR, PER SDI 100 STANDARDS

DOOR FINISH

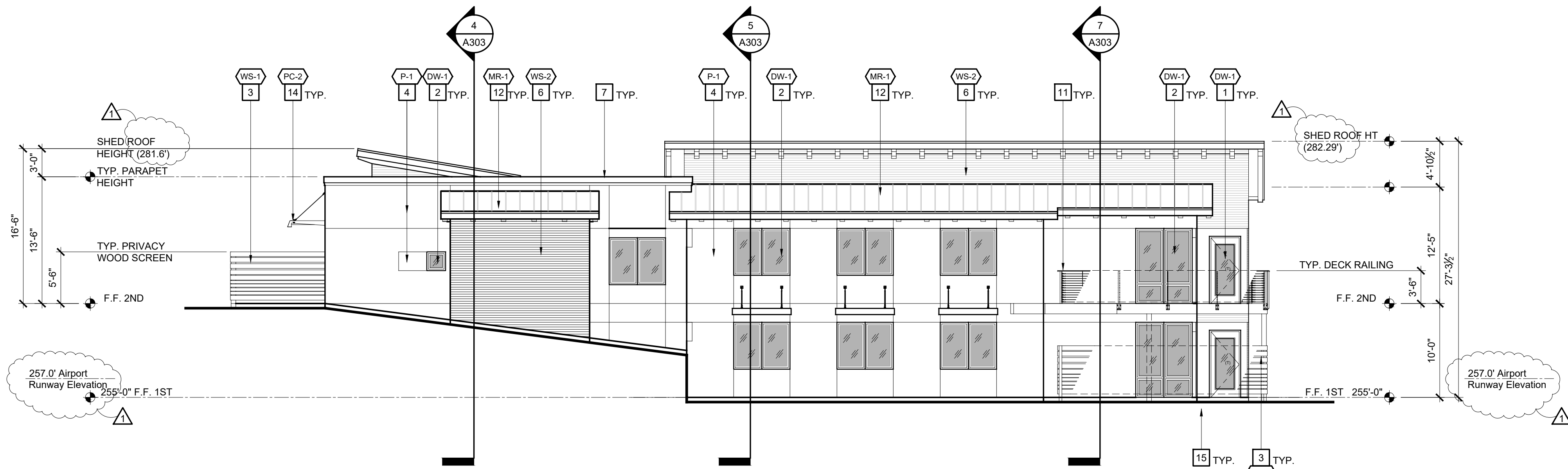
- FW1 FLUSH WD DR - PREFINISHED STAIN GRADE DOOR, BIRCH VENEER
 FW2 RAISED PANEL WD DR - PREFIN STAIN GRADE DOOR, RED OAK VENEER
 PL FLUSH WD DR - PLASTIC LAMINATE FINISH
 PG PAINT GRADE DOOR - (2) COATS OF SEMI GLOSS PAINT (MINIMUM)
 AL ANODIZED ALUMINUM - SEE FINISH SCHEDULE FOR COLOR
 STL STL DR. PROVIDE SHOP COAT & (2) COATS OF SEMI GLOSS PAINT (MIN)
 SF STOREFRONT ALUMINUM DR. NARROW STILE w/ 10" MIN KICK PLATE. SEE FINISH SCHEDULE FOR FINISH.

FRAME TYPE/MATERIAL

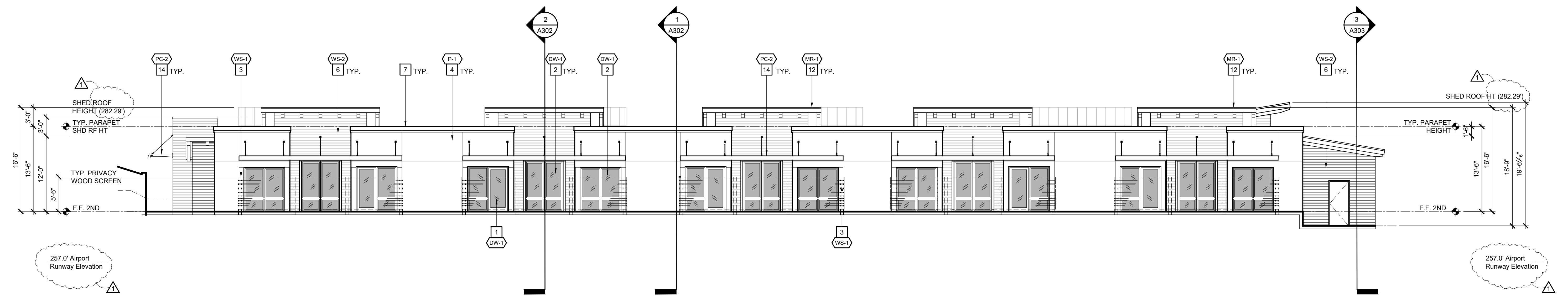
- HM 18 ga HOLLOW METAL FRAMES PER SDI 101, KNOCK-DOWN AT INTERIOR LOC



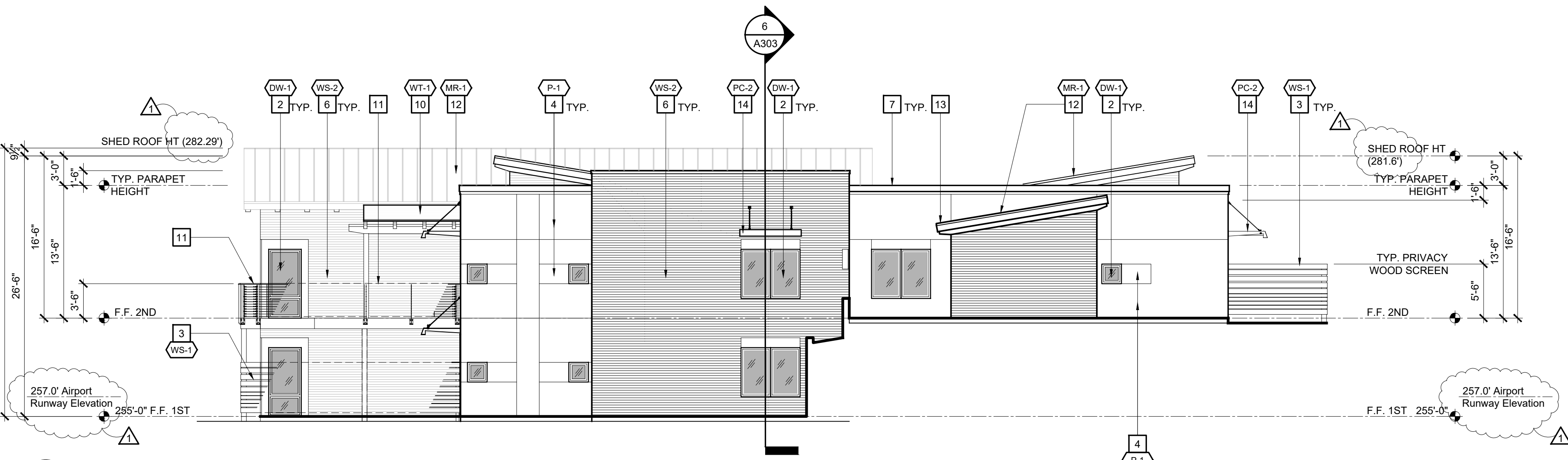
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SCALE: 1/4"=1'-0"



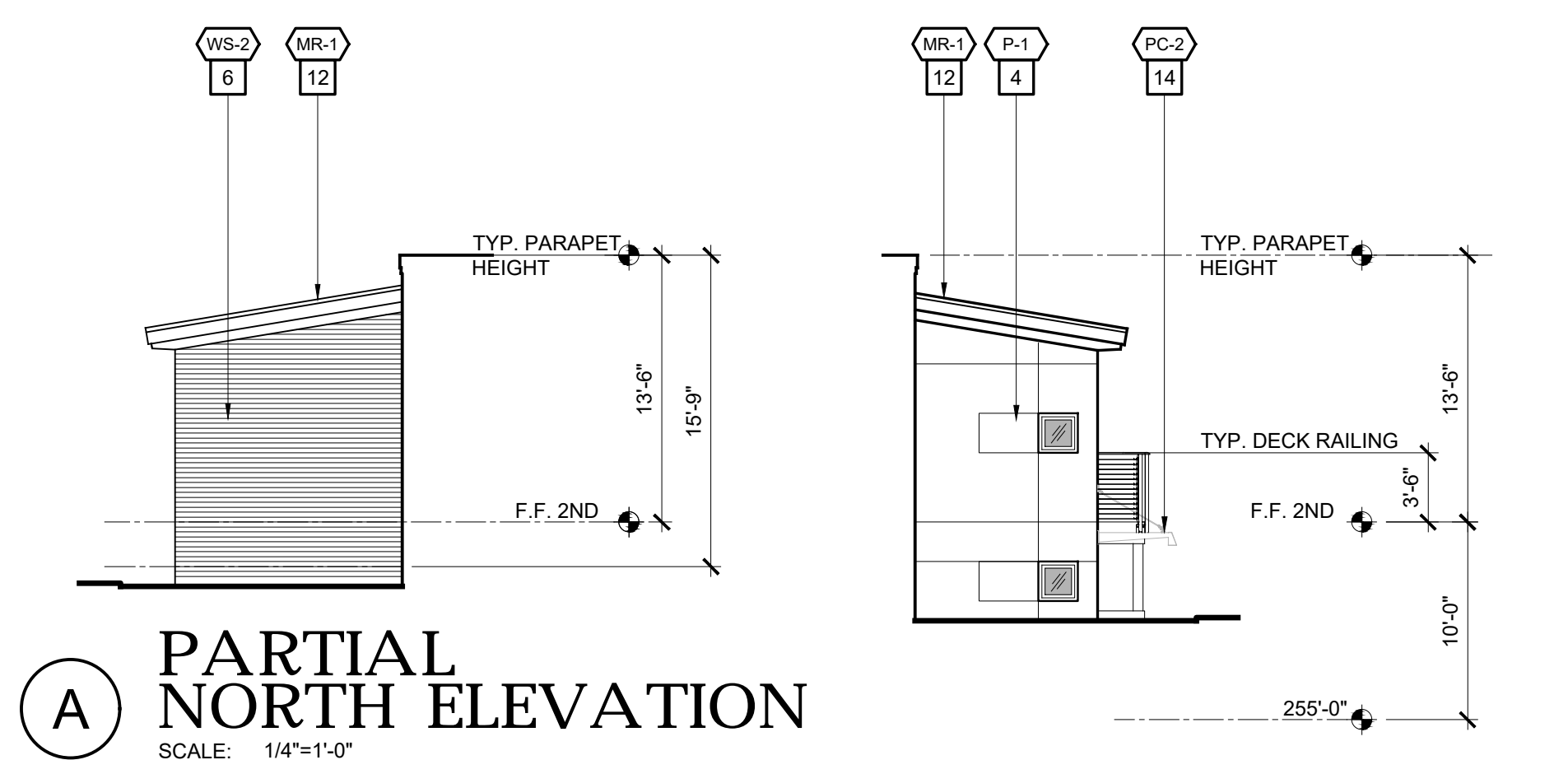
2 EAST ELEVATION
SCALE: 1/4"=1'-0"



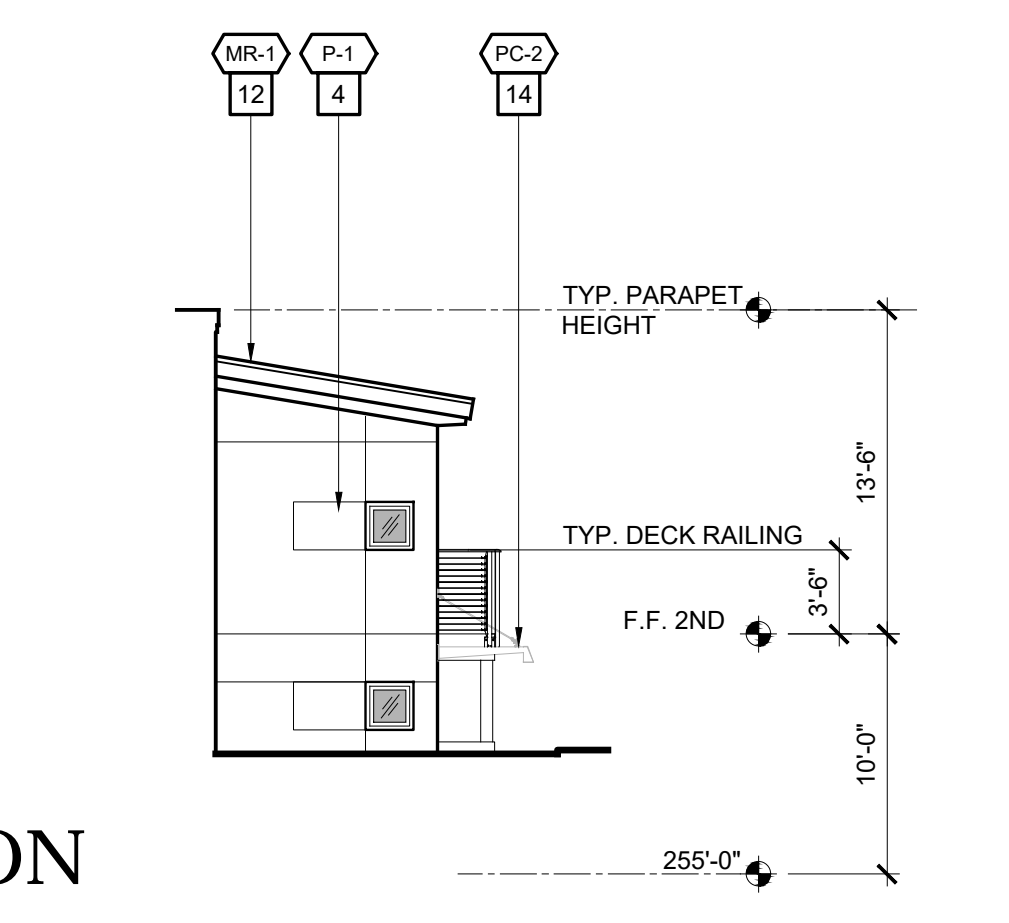
3 SOUTH ELEVATION
SCALE: 1/8"=1'-0"



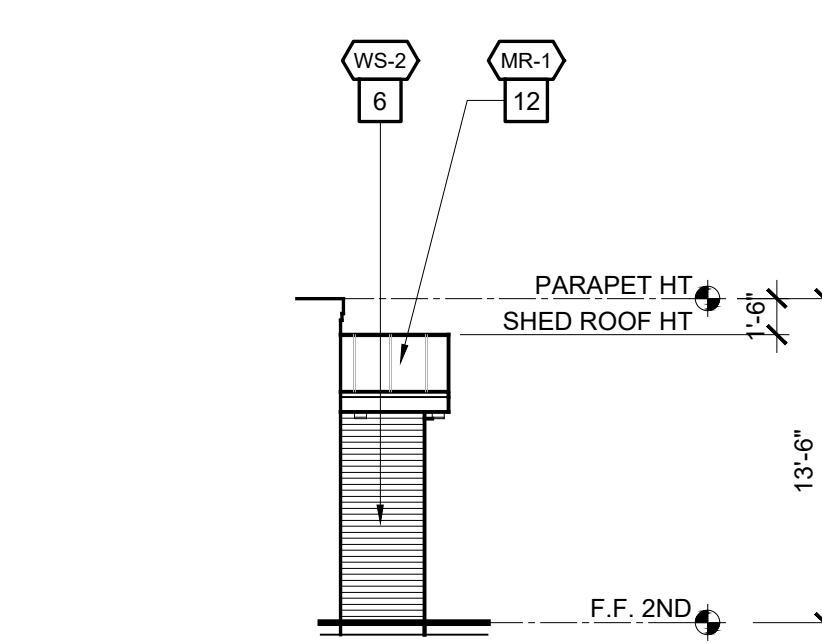
4 WEST ELEVATION
SCALE: 1/8"=1'-0"



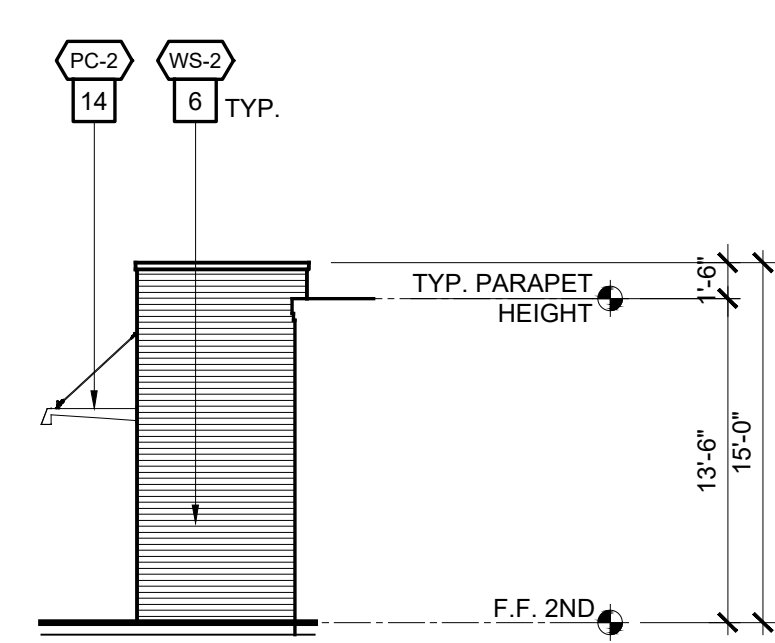
A PARTIAL NORTH ELEVATION
SCALE: 1/4"=1'-0"



B PARTIAL SOUTH ELEVATION
SCALE: 1/4"=1'-0"



C PARTIAL NORTH ELEVATION
SCALE: 1/4"=1'-0"



D PARTIAL SOUTH ELEVATION
SCALE: 1/4"=1'-0"

KEY NOTES

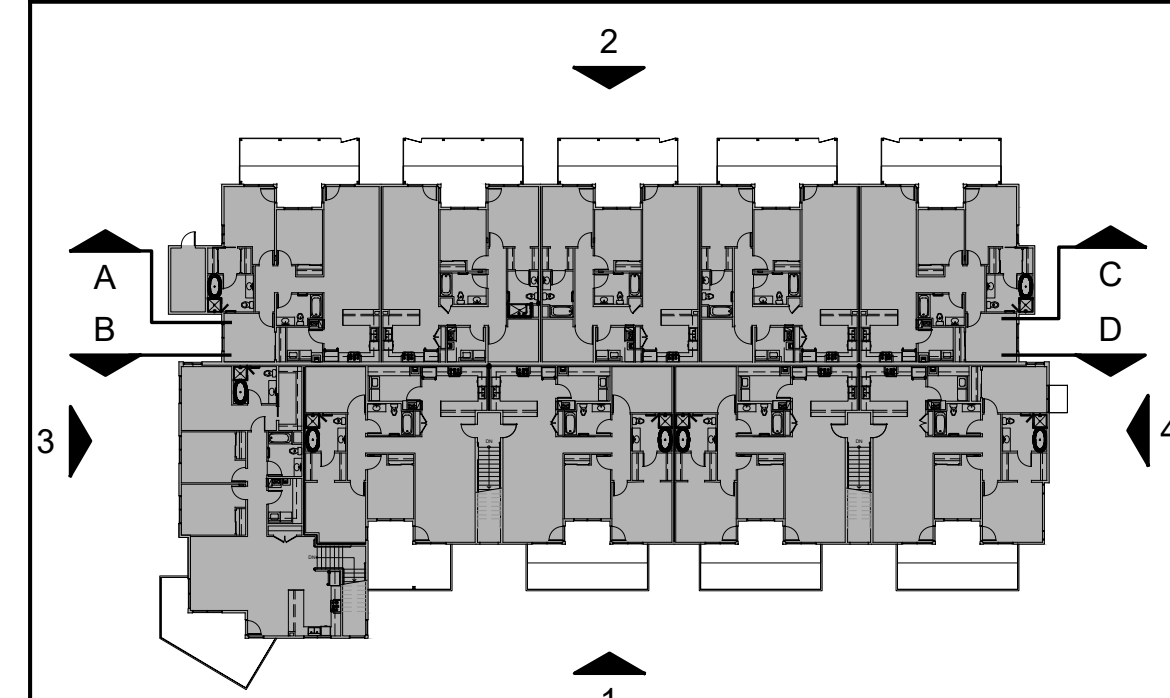
THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

- 1 ALUMINUM DOOR WITH VISION GLAZING.
- 2 ALUMINUM WINDOW ASSEMBLY WITH VISION GLAZING.
- 3 PATIO PRIVACY WOOD FENCE AND GATE.
- 4 CEMENT PLASTER
- 5 BOARD FORMED INTEGRAL COLORED CONCRETE WALL.
- 6 ROUGH SAWN CEDAR WOOD SIDING
- 7 SHAPED PARAPET TRIM & FLASHING CAP- SEE DTL.
- 8 HATCH INDICATES AREA OPEN TO BEYOND
- 9 SHT MTL PARAPET CAP
- 10 WOOD TRELLIS - SEE ROOF PLAN @ SHEET A401
- 11 42" HIGH METAL DECK RAILING.
- 12 STANDING SEAM METAL ROOF.
- 13 24 GA. GALV. GUTTER AND DOWNSPOUT. FINISH TO MATCH STANDING SEAM METAL ROOF COLOR.
- 14 METAL SUSPENDED CANOPY - SEE DTL 6/A810.
- 15 INDICATES NEW FINISH GRADE. SEE CIVIL DRAWINGS.
- 16 DASH LINE INDICATES EXISTING GRADE OUTLINE (FOR REFERENCE ONLY).
- 17 OPENING TO STAIRS BEYOND - SEE FLOOR PLANS @ A201 & A202

FINISH LEGEND

- | | |
|------|--|
| MR-1 | TYPE: METAL ROOF
MANUFACTURER: FIRESTONE / UNA-CLAD
STYLE/FINISH: KYMAR500 / HY-AR 5000 / ALUMINUM
COLOR/PATTERN: SHERWOOD GREEN
SIZE: PER ROOF PLAN
NOTE: JEFF STOPPER 209.769.7013 |
| P-1 | TYPE: PAINT
MANUFACTURER: DUNN EDWARDS
STYLE/FINISH: FLAT DE6378 JET
COLOR/PATTERN: N/A
SIZE: TYPICAL AT PLASTER
NOTE: ROSE GARRISON 650-303-5990 |
| WS-1 | TYPE: STAINED WOOD FENCE
MANUFACTURER: NATIONAL WOOD PRODUCTS
STYLE/FINISH: COCOA / SEMI-GLOSS
COLOR/PATTERN: STAIN TO MATCH "PONITE, P-LAM, WC421 OILED CHERRY"
SIZE: PER MANUFACTURER'S STANDARD
NOTE: MITER CORNER - TYPICAL FENCE
JIM COTENAS 530.313.3160 |
| WS-2 | TYPE: STAINED WOOD SIDING
MANUFACTURER: NATIONAL WOOD PRODUCTS
STYLE/FINISH: COCOA / SEMI-GLOSS
COLOR/PATTERN: CLEAR CEDAR
SIZE: PER MANUFACTURER'S STANDARD
NOTE: MITER CORNER - TYPICAL SIDING
JIM COTENAS 530.313.3160 |
| WT-1 | TYPE: STAINED WOOD TRELLIS
MANUFACTURER: NATIONAL WOOD PRODUCTS
STYLE/FINISH: COCOA / SEMI-GLOSS
COLOR/PATTERN: CLEAR CEDAR
SIZE: PER MANUFACTURER'S STANDARD
NOTE: MITER CORNER - TYPICAL SIDING
JIM COTENAS 530.313.3160 |
| PC-2 | TYPE: POWDER COAT
MANUFACTURER: TIGER / DRYLAC
STYLE/FINISH: MATCH w/ METAL ROOF
COLOR/PATTERN: PER EXTERIOR ELEVATION
SIZE: TYPICAL AT METAL CANOPY
NOTE: RANDY AGNO 707.410.9871 |
| DW-1 | TYPE: DOOR AND WINDOW
MANUFACTURER: ALL WEATHER ARCHITECTURAL ALUM
STYLE/FINISH: SERIES 6000 WINDOWS, SERIES 7000 DOORS
COLOR/PATTERN: BLACK
SIZE: PER DOOR AND WINDOW SCHEDULE
NOTE: RANDY AGNO 707.410.9871 |

KEY PLAN



SHEET NAME:
EXTERIOR
ELEVATIONS

SHEET NO.:

A301

FILE NAME.: 17098.1-A301

McINTOSH HOUSE APARTMENTS
LAGUNA SECA OFFICE PARK - LOT 5

McINTOSH ENTERPRISES
24491 CITATION COURT
MONTEREY, CA 93940

JOB NO.
17098.1
PLOT DATE: 11.30.2018
DRAWN BY:
CHECKED BY:
SET ISSUED:

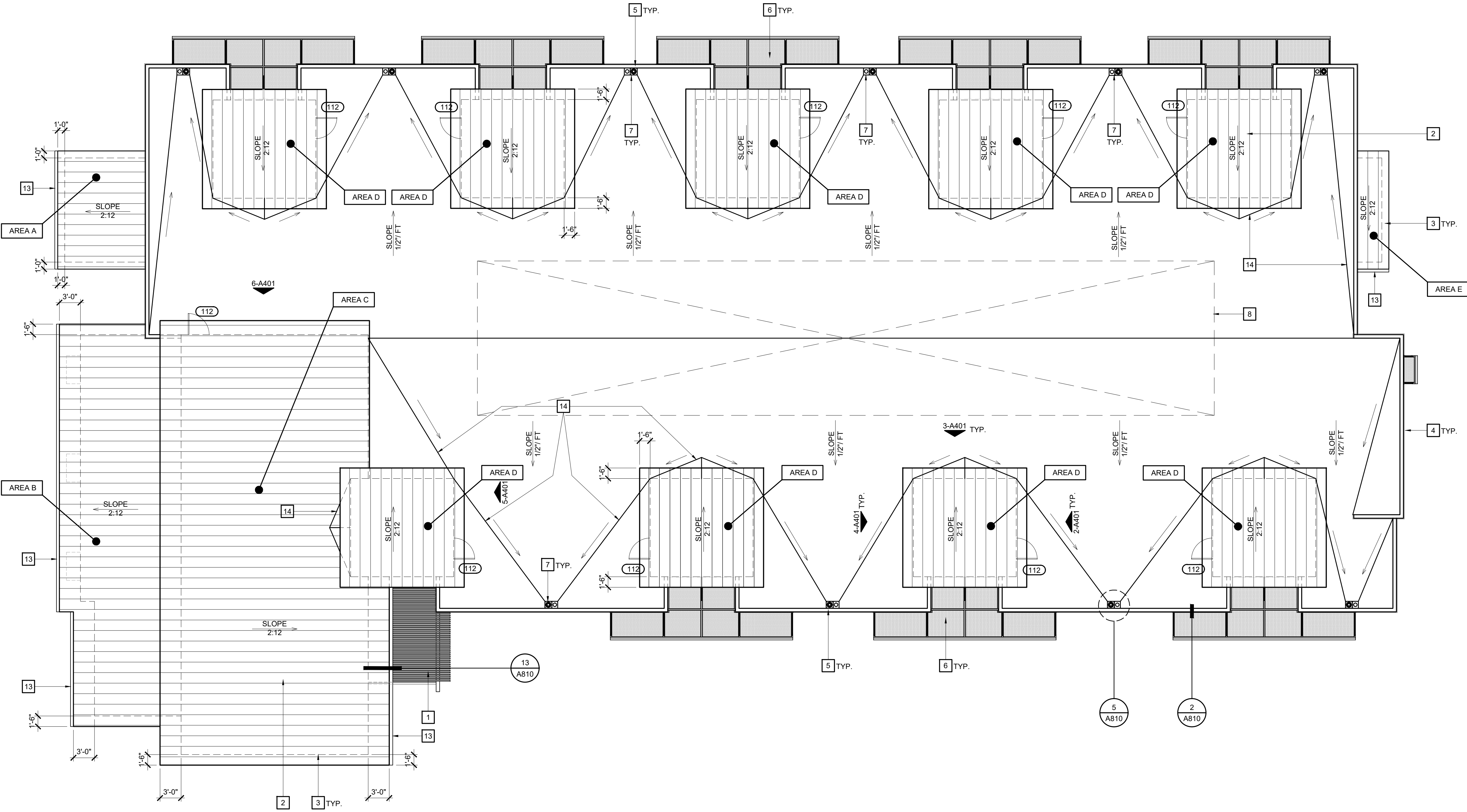
03-13-18 DEVELOPMENT
PROJECT
APPLICATION
07-03-19 GENERAL DEV
PLAN SUBMITTAL
SET FOR PC MTG
11-26-2018 PLAN CHECK

A.P.N. NO.: 173-121-005

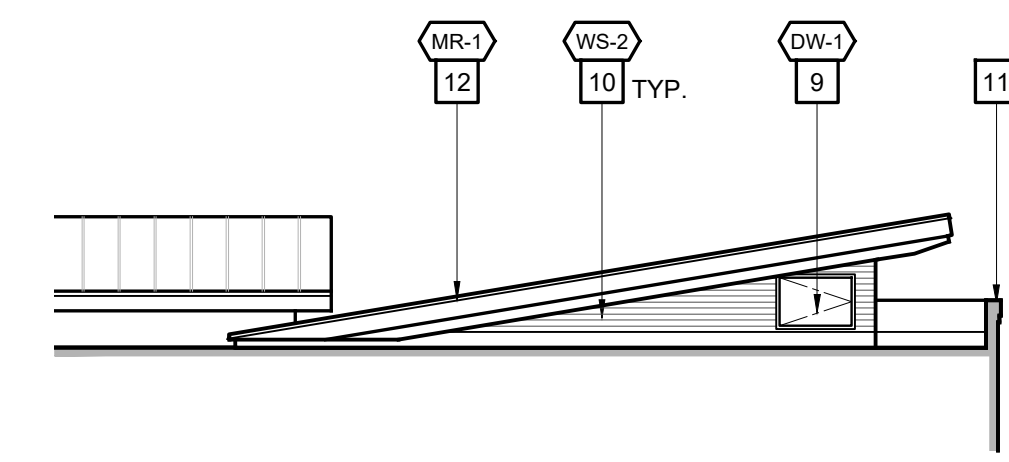
WR&D
WALD RUHNKE & DOST
ARCHITECTS LLP

2340 GARDEN ROAD, SUITE 100
MONTEREY, CALIFORNIA 93940
PHONE: 831.649.4642
FAX: 831.649.3530
WWW.WRDARCH.COM

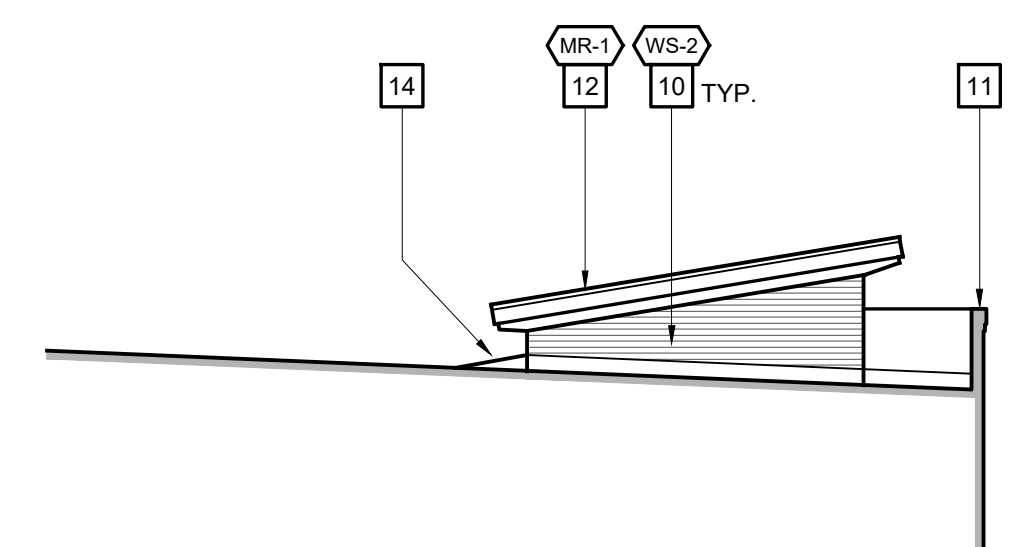
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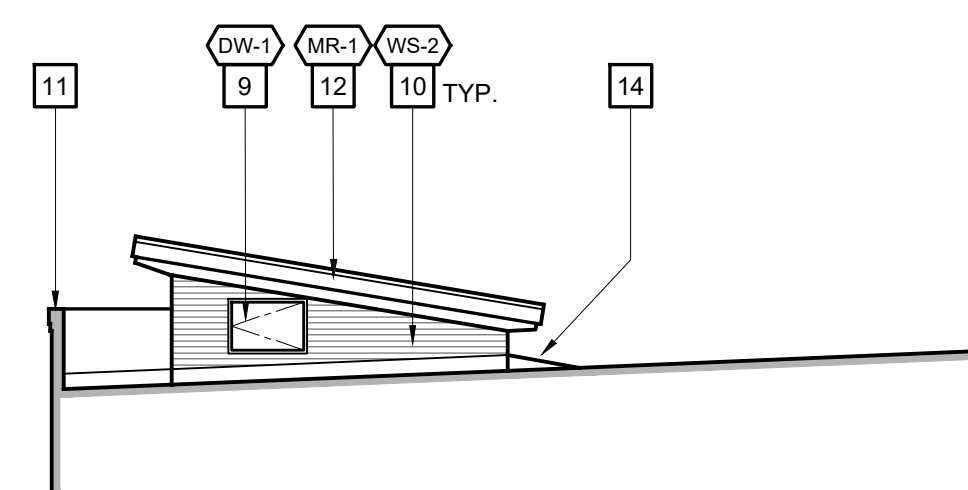
1 ROOF PLAN
SCALE: 1/8" = 1'-0"



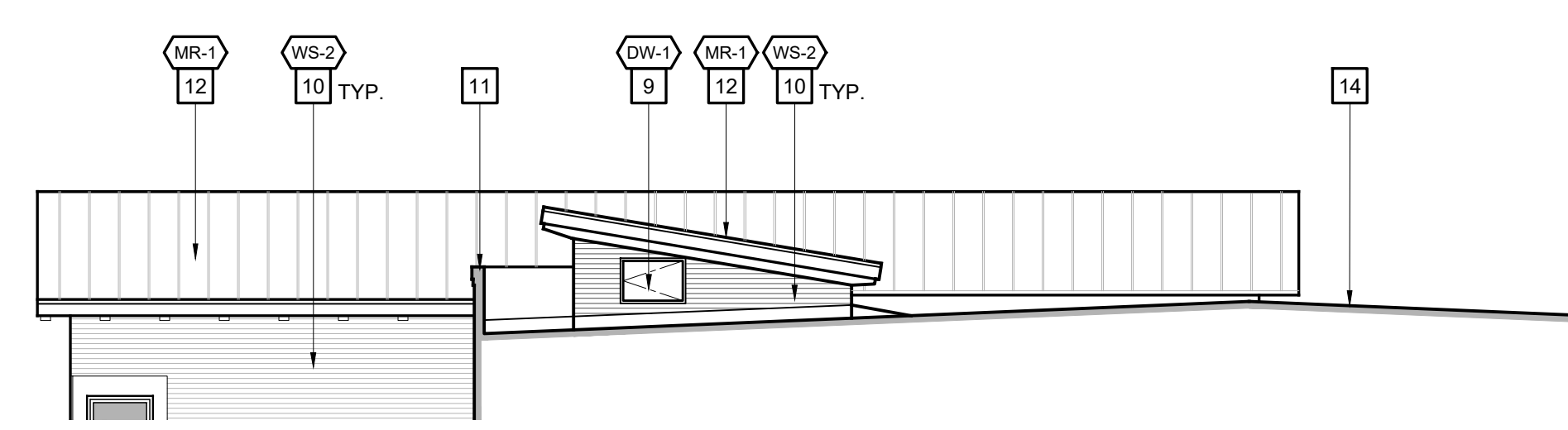
6 ELEVATION
SCALE: 1/8" = 1'-0"



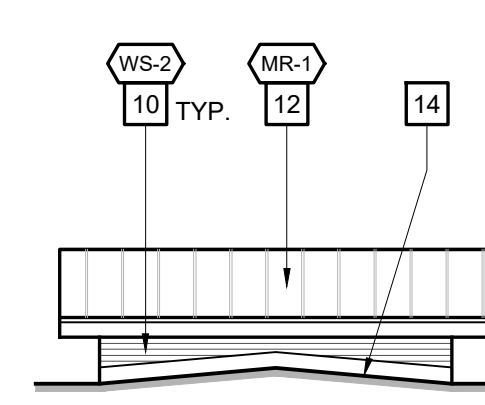
4 ELEVATION
SCALE: 1/8" = 1'-0"



2 ELEVATION
SCALE: 1/8" = 1'-0"



5 ELEVATION
SCALE: 1/8" = 1'-0"



3 ELEVATION
SCALE: 1/8" = 1'-0"

KEY NOTES

- THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.
- 1 WOOD TRELLIS
 - 2 STANDING SEAM METAL ROOF
 - 3 DASHED LINE INDICATES BUILDING EXTERIOR WALL BELOW
 - 4 PARAPET AT CEDAR WOOD LAP SIDING
 - 5 PARAPET AT CEMENT PLASTER
 - 6 SUSPENDED METAL CANOPY
 - 7 ROOF DRAIN
 - 8 INDICATES POTENTIAL FUTURE SOLAR ZONE (MIN 15% OF TOTAL ROOF AREA)
 - 9 ALUMINUM WINDOW ASSEMBLY WITH VISION GLAZING
 - 10 ROUGH SAWN CEDAR WOOD SIDING
 - 11 SHAPED PARAPET TRIM & FLASHING CAP- SEE DTL
 - 12 STANDING SEAM METAL ROOF.
 - 13 24 GA. GALV. GUTTER AND DOWNSPOUT. FINISH TO MATCH STANDING SEAM METAL ROOF COLOR.
 - 14 INDICATES SLOPED CRICKET - SEE STRUCTURAL DWGS FOR DETAILS

NOTE:
REFER BACK TO EXTERIOR ELEVATION SHEET A301 FOR PAINT COLOR.

VENTILATION CALCS

ATTIC VENTILATION CALCS AREA A ATTIC		
171 sf/ 150 x 144 =		164 s.i. REQ'D
USE: 16.4 LF "VULCAN TECHNOLOGIES" VSC 2120 2" CONTINUOUS SOFFIT VENTS @ 10 s.i./ LIN FT.		164
TOTAL S.I. PROVIDED		164 S.I./ LIN FT
ATTIC VENTILATION CALCS AREA C ATTIC		
744 sf/ 150 x 144 =		714 s.i. REQ'D
USE: 71.4 LF "VULCAN TECHNOLOGIES" VSC 2120 2" CONTINUOUS SOFFIT VENTS @ 10 s.i./ LIN FT.		714
TOTAL S.I. PROVIDED		714 S.I./ LIN FT
ATTIC VENTILATION CALCS AREA D ATTIC		
1,561 sf/ 150 x 144 =		1499 s.i. REQ'D
USE: 150 LF "VULCAN TECHNOLOGIES" VSC 2120 2" CONTINUOUS SOFFIT VENTS @ 10 s.i./ LIN FT.		1500
TOTAL S.I. PROVIDED		1500 S.I./ LIN FT
ATTIC VENTILATION CALCS AREA E ATTIC		
205 sf/ 150 x 144 =		196.8 s.i. REQ'D
USE: 20 LF "VULCAN TECHNOLOGIES" VSC 2120 2" CONTINUOUS SOFFIT VENTS @ 10 s.i./ LIN FT.		200
TOTAL S.I. PROVIDED		200 S.I./ LIN FT
ATTIC VENTILATION CALCS AREA F ATTIC		
52 sf/ 150 x 144 =		49.92 s.i. REQ'D
USE: 5 LF "VULCAN TECHNOLOGIES" VSC 2120 2" CONTINUOUS SOFFIT VENT VENTS @ 10 s.i./ LIN FT.		50
TOTAL S.I. PROVIDED		50 S.I./ LIN FT

McINTOSH HOUSE APARTMENTS
LAGUNA SECA OFFICE PARK - LOT 5

McINTOSH ENTERPRISES
24481 CITATION COURT
MONTEREY, CA 93940

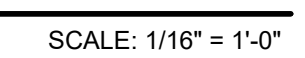
JOB NO.
17098.1
PRINT DATE:
PLOT DATE: 11.30.2018
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APPLICATION
PROJECT
07-03-19 GENERAL DEV
PLAN SUBMITTAL
SET FOR PC MTG
11-26-2018 PLAN CHECK

SHEET NAME:
ROOF
PLAN

SHEET NO.:

A401

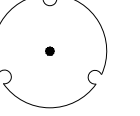
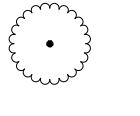
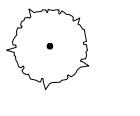
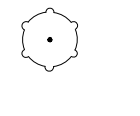
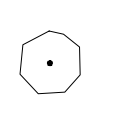

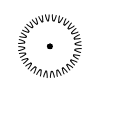

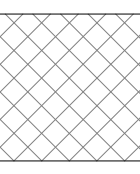
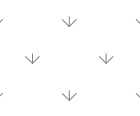
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PLANT SCHEDULE

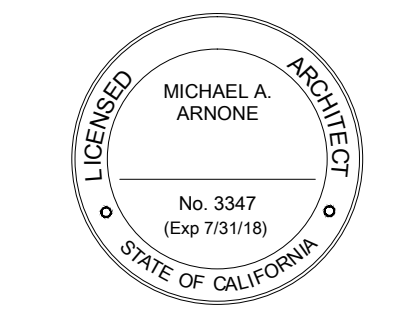
TREES	BOTANICAL NAME / COMMON NAME	2018-05-30 14:23 CONT	QTY
	Acer macrophyllum / Big Leaf Maple	15 gal	3
	Crataegus phaenopyrum / Washington Hawthorn	15 gal	4
	Lagerstraemia x 'Muskogee' / Lavender Grape Myrtle Multi-Trunk	15 gal	7
	Lyonothamnus floribundus / Catalina Ironwood	15 gal	7
	Prunus cerasifera 'Mount St. Helen' / Flowering Plum	15 gal	4
	Quercus agrifolia / Coast Live Oak	15 gal	22

CONCEPT PLANT SCHEDULE

	2018-05-30 14:25
	LARGE SCREENING SHRUB <i>Ceanothus</i> x 'Ray Hartman' / California Lilac <i>Fremontodendron</i> x 'California Glory' / California Glory Flannel Bush <i>Grevillea</i> x 'Noellii' / Grevillea <i>Rhamnus californica</i> / California Coffee Berry
	TALL FLOWERING SHRUB <i>Alyogyne huegelii</i> 'White Swan' / White Swan Hibiscus <i>Echium fastuosum</i> / Pride Of Madeira <i>Ronneya coulteri</i> / Matilija Poppy
	MEDIUM FLOWERING SHRUB <i>Arctostaphylos densiflora</i> 'Howard McMinn' / Howard McMinn Manzanita <i>Ceanothus</i> x 'Concha' / California Lilac <i>Cistus ladanifer</i> / Crimson Spot Rockrose <i>Correa pulchella</i> 'Carmine Bells' / Australian Fuchsia <i>Salvia leucantha</i> / Mexican Bush Sage <i>Tagetes lemmonii</i> / Copper Canyon Daisy
	LOW FLOWERING SHRUB <i>Arctostaphylos</i> x 'Emerald Carpet' / Emerald Carpet Manzanita <i>Lantana montevidensis</i> / Trailing Lantana <i>Lavandula angustifolia</i> / English Lavender <i>Lavandula stoechas</i> / Spanish Lavender <i>Rosa</i> x 'Flower Carpet White' / Rose <i>Rosmarinus officinalis</i> 'Huntington Blue' / Rosemary
	SMALL SHRUB <i>Achillea millefolium</i> / Common Yarrow <i>Anigozanthos</i> x 'Bush Gold' / Kangaroo Paw <i>Berberis thunbergii</i> 'Atropurpurea' / Red Leaf Japanese Barberry <i>Limonium perezii</i> / Statice <i>Verbena</i> x 'Babylon Red' / Red Annual Verbena
	LARGE ORNAMENTAL GRASS <i>Muhlenbergia rigens</i> / Deer Grass <i>Phormium tenax</i> 'Guardman' / New Zealand Flax <i>Phormium tenax</i> 'Jubilee' / New Zealand Flax <i>Phormium tenax</i> 'Maori Maiden/Sunrise' / Tricolor New Zealand Flax <i>Phormium tenax</i> 'Yellow Nave' / New Zealand Flax
	SMALL ORNAMENTAL GRASSES <i>Festuca californica</i> / California Fescue <i>Festuca glauca</i> / Blue Fescue <i>Festuca glauca</i> 'Elijah Blue' / Blue Fescue <i>Festuca glauca</i> 'Siskiyou Blue' / Siskiyou Blue Fescue <i>Helictotrichon sempervirens</i> 'Sapphire' / Blue Oat Grass <i>Pennisetum rubrum</i> / Fountain Grass
	VINE ON WALL <i>Bougainvillea</i> x 'San Diego Red' / Bougainvillea <i>Clytostoma callistegioides</i> / Violet Trumpet Vine <i>Ficus pumila</i> / Creeping Fig <i>Rosa banksiae</i> / Lady Banks Rose <i>Trachelospermum jasminoides</i> / Chinese Star Jasmine
	FLOWERING GROUND COVERS <i>Arctostaphylos hookeri</i> 'Monterey Carpet' / Hooker's Manzanita <i>Arctostaphylos</i> x 'Emerald Carpet' / Emerald Carpet Manzanita <i>Bacopa</i> x 'Snowflake' / White Bacopa <i>Ceanothus griseus horizontalis</i> 'Yankee Point' / California Lilac <i>Cotoneaster 'Lowfast'</i> / Lowfast Cotoneaster
	ARTIFICIAL TURF PUTTING GREEN -



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Michael Arnone & Associates
33375 Serrano Pk. Santa Cruz, CA 95062
Tel: 831.455.1111 Fax: 831.455.1112

**McINTOSH HOUSE APARTMENTS
LAGUNA SECA OFFICE PARK - LOT 5**

McINTOSH ENTERPRISES
24491 CITATION COURT
MONTEREY, CA 93940

A.P.N. NO.: 173-121-005

JOB NO.
17098

PRINT DATE: 8.23.2018
PLOT DATE: 8.23.2018
DRAWN BY: MAA
CHECKED BY: JCC
SET ISSUED: 8.23.2018

03-05-18 DEVELOPMENT
PROJECT
APPLICATION

SHEET NAME:
PLANTING PLAN

SHEET NO.:

L- 1.0



Crataegus phaenopyrum
Washington Hawthorn



Acer macrophyllum
Big Leaf Maple



Lagerstoemia x 'Muskogee'
Lavender Crape Myrtle



© Robert Perry



Lyonothamnus floribundus
Catalina Ironwood

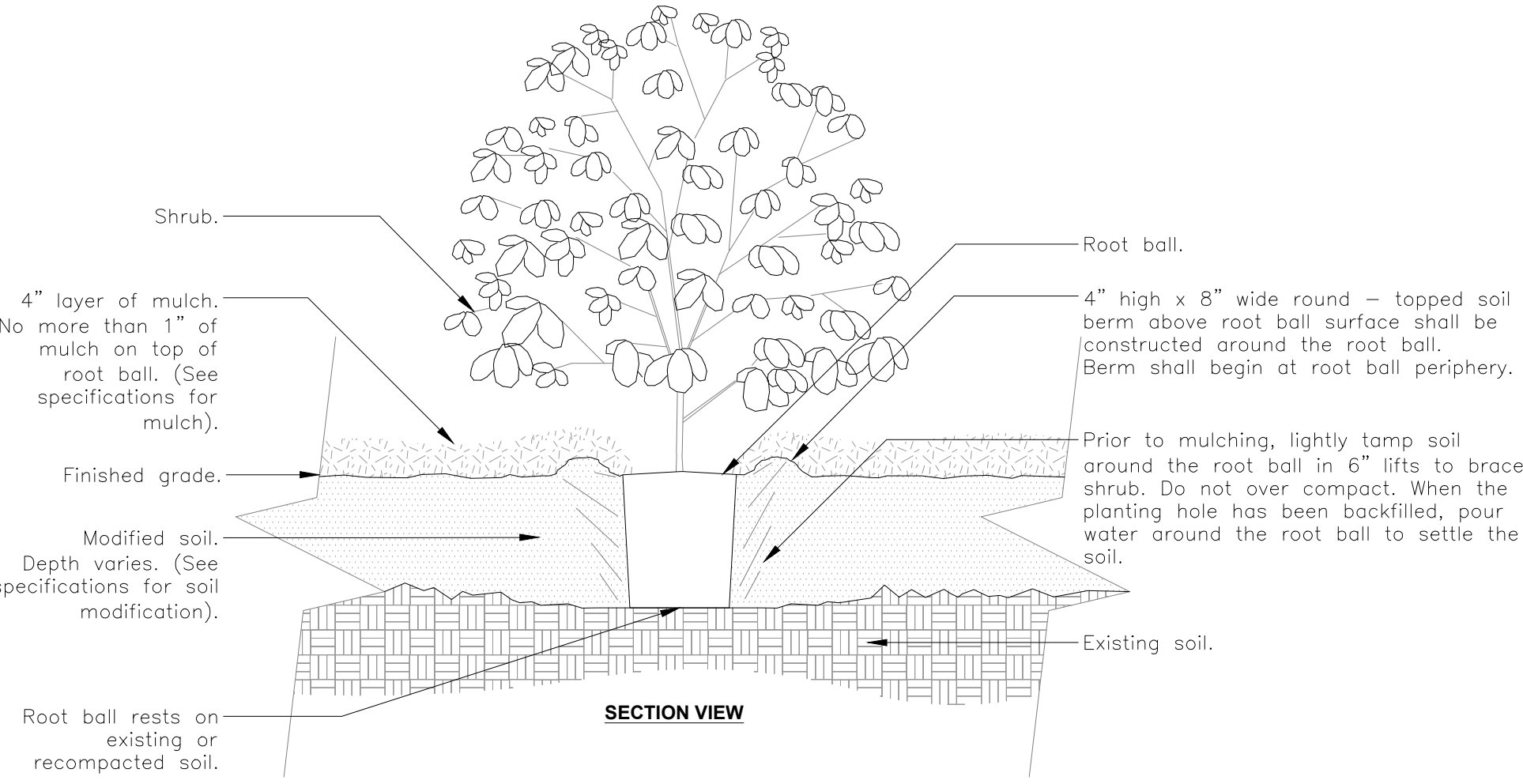
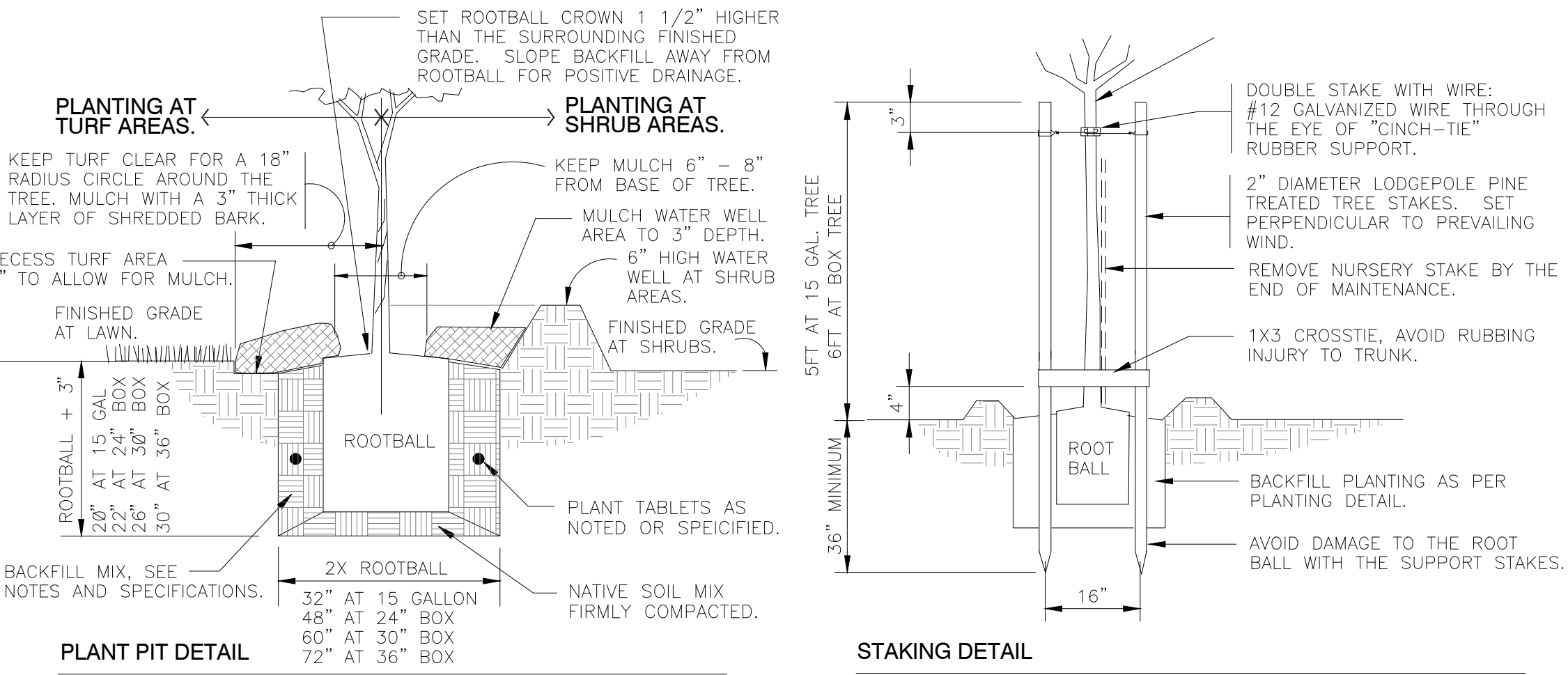


Prunus cerasifera 'Mount St. Helen'
Flowering Plum



Quercus agrifolia
Coast Live Oak





- Notes:
- Shrubs shall be of quality prescribed in the root observations detail and specifications.
 - See specifications for further requirements related to this detail.

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FX-PL-FX-SHRB-03

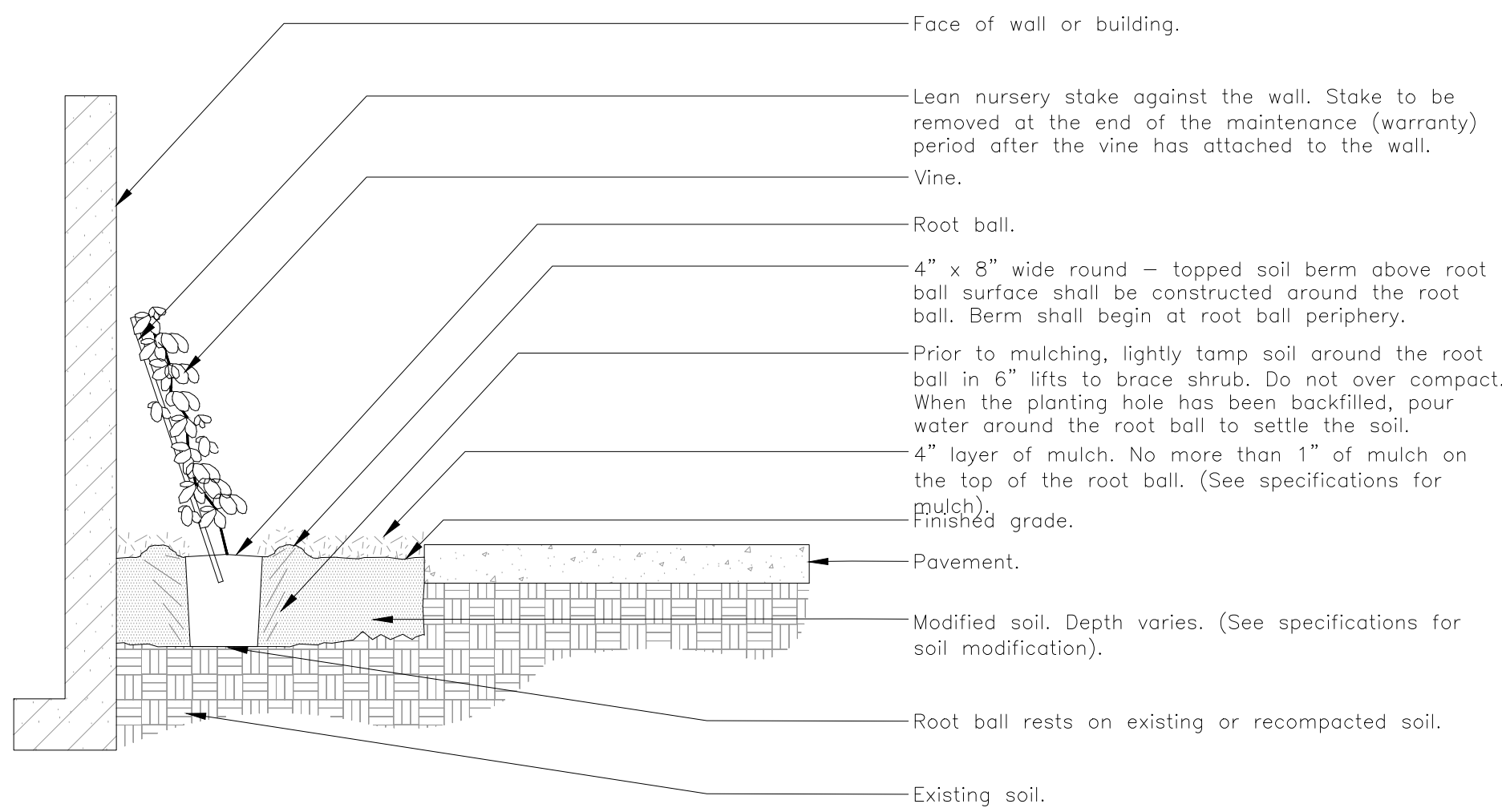
1 TREE DOUBLE STAKE PLANTING

1" = 1'-0"

FX-PL-FX-TREE-11

2 SHRUB - MODIFIED SOIL

3/4" = 1'-0"

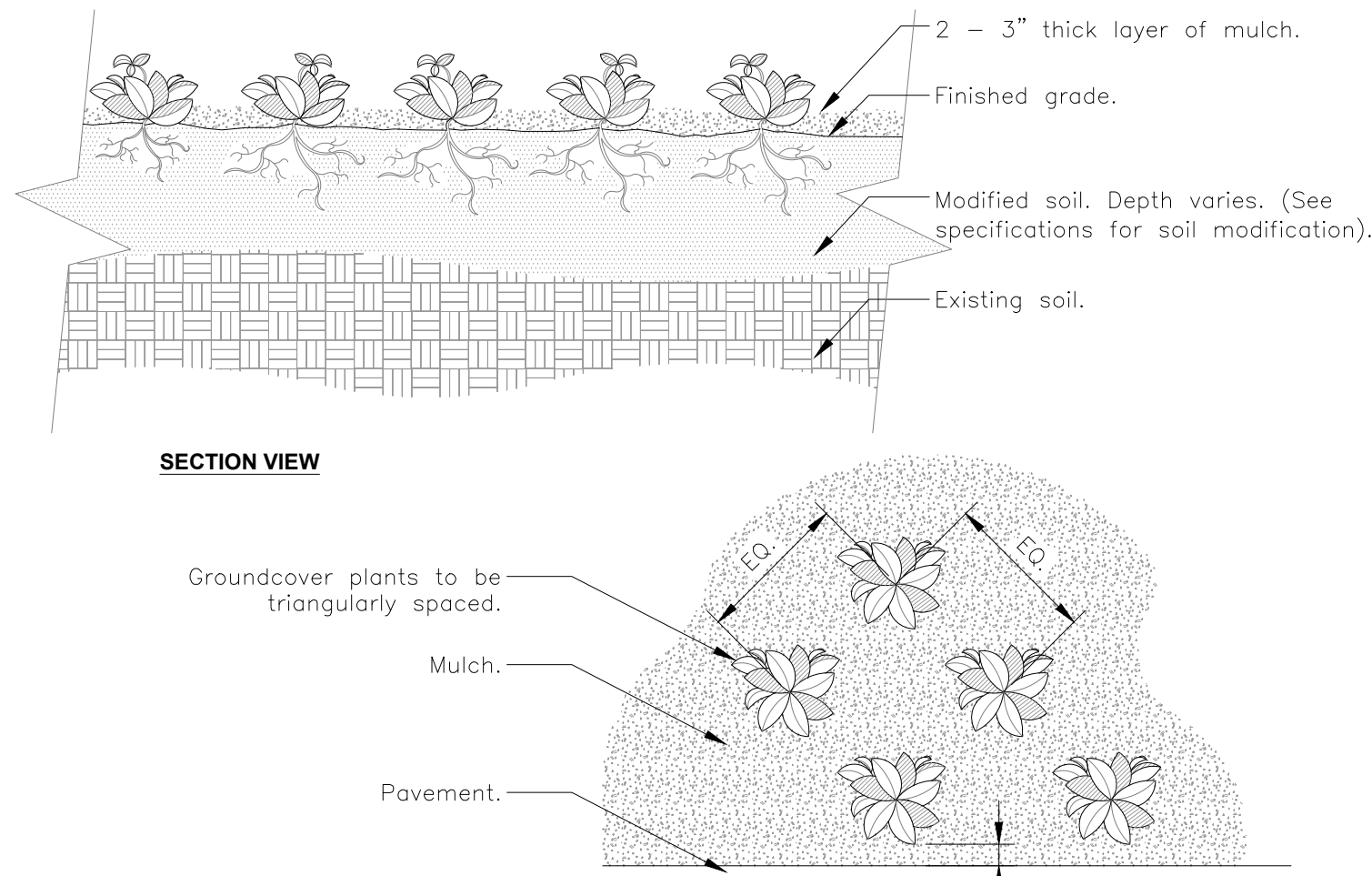


- Notes:
- Vines shall be of quality as prescribed in the root observations detail and specifications.
 - See specifications for further requirements related to this detail.

3 VINE - MODIFIED SOIL

1/2" = 1'-0"

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FX-PL-FX-SHRB-06



- Notes:
- See planting legend for groundcover species, size, and spacing dimension.
 - Small roots (1/4" or less) that grow around, up, or down the root ball periphery are considered a normal condition in container production and are acceptable however they should be eliminated at the time of planting. Roots on the periphery can be removed at the time of planting. (See root ball shaving container detail).
 - Settle soil around root ball of each groundcover prior to mulching.

4 GROUNDCOVER

3/4" = 1'-0"

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Michael Arnone & Associates
LANDSCAPE ARCHITECTURE
33700 Serrano Pl., Suite 200, CA 95068
(408) 253-0000

**McINTOSH HOUSE APARTMENTS
LAGUNA SECA OFFICE PARK - LOT 5**

McINTOSH ENTERPRISES
24491 CITATION COURT
MONTEREY, CA 93940

A.P.N. NO.: 173-121-005

JOB NO.
17098

PRINT DATE:
PLOT DATE: 8.23.2018
DRAWN BY: MAA
CHECKED BY: JCC
SET ISSUED: 8.23.2018

03-05-18 DEVELOPMENT
PROJECT
APPLICATION

SHEET NAME:









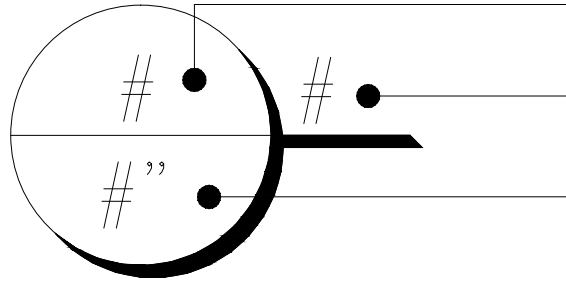
PLANTING DETAILS

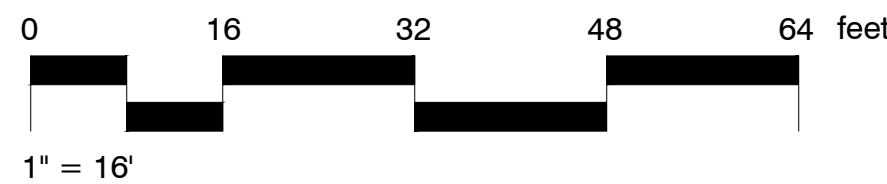
SHEET NO.:

L- 1.2

FILE NAME.: 201806

IRRIGATION_SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Hunter PCZ-101-25 Drip Control Valve Kit. 1" PGV globe valve with 1" HY100 filter system. Pressure Regulation: 25psi. Flow range: 0.5 GPM to 15 GPM. 150 mesh stainless steel screen.	8
	Rain Bird PEB-PRS-D 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration. With Pressure Regulator Module.	5
	Hunter HQ-44LRC-AW Quick coupler valve, yellow rubber locking cover, red brass and stainless steel, with 1" NPT inlet, 2-piece body. Acme Key with Anti-Rotation Wings.	7
	Fibco 825Y 1" Reduced Pressure Backflow Preventer	1
	Hunter ACC-1800-SS 18 Station Outdoor Modular Controller. With one ACM-600 module. High-End Commercial Use. Stainless Steel Cabinet.	1
	Hunter WR-CLIK Rain Sensor, install within 1000 ft of controller, in line of sight. 22-28 VAC/VDC 100 mA power from timer transformer. Mount as noted.	1
	Irrigation Mainline: PVC Schedule 40	703.5 l.f.
	Pipe Sleeve: CPVC Schedule 40	268.3 l.f.
<p>Valve Callout</p>  <p>Valve Number</p> <p>Valve Flow</p> <p>Valve Size</p>		



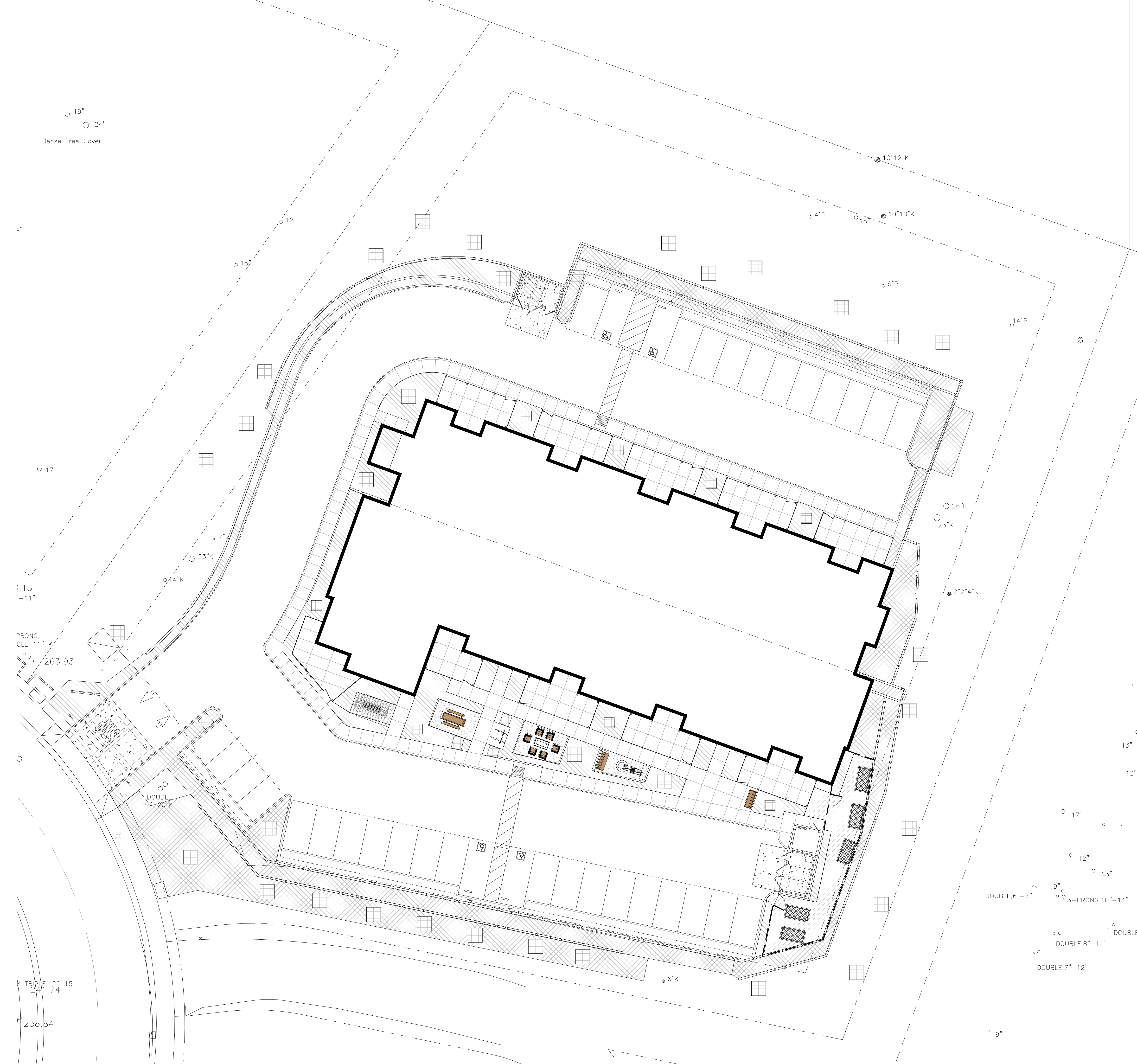
r value in Pale Blue Cells	
Tan Cells Show Results	
Messages and Warnings	
San Jose	Name of City
45.30	ET _o (inches/year)
0	Overhead Landscape Area (ft ²)
11432	Drip Landscape Area (ft ²)
884	SLA (ft ²)
12,316.00	
201,450.24	Gallons
26,930.07	Cubic Feet
269.30	HCF
0.62	Acre-feet
0.20	Millions of Gallons
onal)	
45.30	ET _o (inches/year)
12,316.00	LA (ft ²)
884.00	SLA (ft ²)
	Total annual precipitation (inches/year)
0.00	Eppt (in/yr)(25% of total annual precipitation)

Irrigation Efficiency Default Value for overhead 0.75 and drip 0.81.			
Plant Water Use Type		Plant Factor	
Very Low		0 - 0.1	
Low		0.2 - 0.3	
Medium		0.4 - 0.6	
High		0.7 - 1.0	
SLA		1	

Hydrozone	Select System From the Dropdown List click on cell below	Plant Water Use Type (s) (low, medium, high)	Plant Factor (PF)	Hydrozone Area (HA) (ft ²) Without SLA	Irrigation Efficiency (IE)	(PF x HA (ft ²))/IE
Zone 1	Drip	Low	0.30	6,422	0.81	2,379
Zone 2	Drip	Medium	0.40	4,003	0.81	1,977
Zone 3	Drip	Medium	0.40	1,007	0.81	497
Zone 4						
Zone 5						
Zone 6						
Zone 7						
Zone 8						
Zone 9						
Zone 10						
Zone 11						
Zone 12						
Zone 13						
Zone 14						
Zone 15						
Zone 16						
Zone 17						
Zone 18						
Zone 19						
Zone 20						
Zone 21						
Zone 22						
Zone 23						
Zone 24						
Zone 25						
Zone 26						
Zone 27						
Zone 28						
Zone 29						
Zone 30						
Zone 31						
Zone 32						
Zone 33						
Zone 34						
Zone 35						
Zone 36						
Zone 37						
Zone 38						
Zone 39						
Zone 40						
		SLA		884		4,853
		Sum		12,316		884

Results	
MAWA =	201,450
ETWU=	161,141 Gallons
	21,541 Cubic Feet
	215 HCF
	0 Acre-feet
	0 Millions of Gallons

ETWU complies with MAWA



IRRIGATION_SCHEDULE		
SYMBOL	DESCRIPTION	QTY
	DRIP LOW WATER USE	6,422 s.f.
	DRIP MODERATE WATER USE	4,003 s.f.
	LOW FLOW BUBBLERS	1,007 s.f.
	NON IRRIGATED BARK CHIP EDIBLE GARDEN	884 s.f.
	TOTAL LANDSCAPE AREA	12,316 s.f.



**WALD RUHNKE & DOST
ARCHITECTS LLP**

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FAX: 831.649.3530
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MICHAEL A. ARNONE
No. 3347
Exp. 12/31/18
STATE OF CALIFORNIA

Michael Arnone & Associates
2374 A GARDEN ROAD, SUITE 100
MONTEREY, CALIFORNIA 93940
831.649.4842
www.michaelarnone.com

**McINTOSH HOUSE APARTMENTS
LAGUNA SECA OFFICE PARK - LOT 5**

McINTOSH ENTERPRISES
24491 CITATION COURT
MONTEREY, CA 93940

A.P.N. NO.: 173-121-005

JOB NO.
17098

PRINT DATE:
PLOT DATE: 8.23.2018
DRAWN BY: MAA
CHECKED BY: JCC
SET ISSUED: 8.23.2018

03-05-18 DEVELOPMENT
PROJECT
APPLICATION

SHEET NAME:
**HYDROZONE MAP &
WATER USE CALCS**

SHEET NO.:

L- 2.1

GENERAL DEVELOPMENT PLAN

LAGUNA SECA OFFICE PARK

JULY 2020

BACKGROUND

The Laguna Seca Office Park (LSOP) was approved by Monterey County for the development of approximately 54 acres at the intersection of Highway 68 and York Road in 1984. Approval of the LSOP included a general plan amendment, rezoning, and standard subdivision.

Construction of the LSOP subdivision was subject to conditions of approval to mitigate potential environmental impacts including aesthetics, drainage, traffic, water, and wastewater. Mitigations implemented included construction of waste water treatment facilities, water system improvements, road improvements including the signalization of the Highway 68/York Road intersection, dedication for the future widening of Highway 68 and dedication of multiple scenic easements.

Lots 1 and 8-19 have been fully developed with professional offices and associated uses. At the time the LSOP was approved, general development plans were not required. As Lots 1 and 8-19 individually came on for development, strictly a Use Permit was required and the approved Use Permit became a *de facto* Development and Operations Plan (General Development Plan) for that lot. The development of Lots 1 and 8-19 totals 152,978 square feet (sf). Lots 2-7 are undeveloped. Use Permits were approved in January 2019 for office buildings on lots 2 and 3 for a total of 21,271 sf. Lot 5 was previously approved for an approximately 20,306 square foot office building. Lots 4, 6, and 7 have no pre-existing entitlements. At the time of LSOP approval, the zoning regulations allowed, and continue to allow, for residential uses balanced with commercial use. There has been no residential development in the LSOP, thus far.

PURPOSE AND INTENT

This general development plan (GDP) has been prepared pursuant to Monterey County Code Section 21.22.030 to provide standards and regulations for operations and design for long range development, changes in use, and redevelopment of lots for which the owner provides written agreement to the GDP. Currently, written agreement to the GDP has been provide by owners of Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 (Units 103 & 104) and 19 (Unit 002).

Approval of this GDP does not alter the GDPs approved for the existing developments on Lots 1 and 8-19.

If residential development is proposed on a lot for which the owner provides written agreement to the GDP [Currently, Lots 2-7, 9, 11, 15, & 16, and portions of Lots 10 (Units 103 & 104) and 19 (Unit 002)], this GDP supersedes the existing GDPs.

EXHIBITS

Attached are Exhibits A-I that provide graphics and data associated with this GDP:

- **Exhibit A** identifies the lots which, in accordance with the CC&Rs, are limited to development of non-residential uses and those that may be developed for non-residential and/or residential uses. Exhibit A also provides overall data for the LSOP.
- **Exhibits B-G** show lots 2-7 with the existing vegetation, scenic easements, and potential square footage of commercial and/or residential development for each lot.
- **Exhibit H** shows existing development in the LSOP, proposed square footage of residential development and agreement of this GDP by owners of LSOP parcels.
- **Exhibit I** shows Zone 4 of the 2019 ALUCP overlaid with the LSOP subdivision.

DEVELOPMENT PROPOSAL THAT DOES NOT INCLUDE RESIDENTIAL USE

All development proposals for parcels in the LSOP that do not include residential use are:

- Subject to the GDP requirements of the underlying zoning regulations for GDPs at the time of application; and
- In accordance with the applicable guidelines and standards of this GDP.

RESIDENTIAL DEVELOPMENT IN THE LSOP

Residential development may be allowed on any lot in the LSOP subject to the following terms and conditions:

- The total area of residential development in the LSOP may not exceed the total area of commercial development¹ in the LSOP.
- Total development of the LSOP is limited to 260,000 SF. Any development proposed beyond 260,000 SF will require an amendment to this General Development Plan and

¹ Area of development is the total gross square footage of buildings on a lot.

environmental review as may be required by the California Environmental Quality Act at that time.

- The County shall maintain a record of the residential development that may be allowed based on the lot owners and area of development of those lots in agreement with this General Development Plan.
- The residential development allowed under this Plan shall be considered on a “first come-first served” basis.
- Applications for residential use shall be accompanied by a determination that the proposed residential use is compatible with the ALUCP.
- Residential development is subject to a use permit in each case as required by Monterey County Code Section 21.22.060.M.

Additional Considerations for Residential Development in the LSOP

LSOP Declaration of Covenants, Conditions, and Restrictions (CCRs):

The LSOP is governed by CC&Rs², which is a private agreement among owners of each parcel in the LSOP that covers use and development of property within the LSOP.

- The CC&Rs limit the use of Lots 1 and 8-19 to non-residential uses, and excludes residential use. The CC&Rs allow lots 2-7 to be used for residential and/or non-residential use.
- An amendment to the CC&Rs requires approval by majority of the lot owners, to allow residential uses on Lots 1 and 8-19.

Monterey Regional Airport’s Airport Land Use Compatibility Plan (ALUCP)

The LSOP is in the vicinity of the Monterey Regional Airport (MRY) and is subject an airport compatibility plan. In February 2019, the Monterey County Airport Land Use Commission (ALUC) adopted an airport (MRY) compatibility plan update (2019 ALUCP) to the 1987 Compatibility Land Use Plan (1987 CLUP). The updated 2019 ALUCP identifies various safety zones around the airport that were not in the 1987 CLUP. The safety zones establish and limit allowable land uses around the MRY. Exhibit I shows the LSOP overlaid with the 2019 ALUCP Zone 4. In Zone 4, development density for residential use is limited to a maximum of 1 unit per two acres.

- Residential development density is not limited for Lots 1, 9, and 19 because these parcels are outside the 2019 ALUCP Zone 4.

² The Declaration of Covenants, Conditions and Restrictions for LSOP was recorded June 3, 1988 (R2235, P636). The Declaration was amended March 25, 1989 (R2368 P798) and September 22, 2003 (Document 2003115003). CCRs are a private agreement among owners in the LSOP and are not enforced by the County of Monterey.

- Residential density is not limited for Lots 2-7 because these parcels are, by operation of law, consistent with the 2019 ALUCP (PUC Section 21676(d) and 2019 ALUCP Policy 4.1.11.2).
- All development on Lots 1 and 8-19 must be found consistent with the most currently adopted airport compatibility plan which, at the time of writing this GDP, is the 2019 ALUCP.

DESIGN GUIDELINES AND DEVELOPMENT STANDARDS

All development is to be in substantial conformance with Design Guidelines and Development Standards of this General Development Plan.

Site Development Standards:

- Height: The maximum allowed height is 35 feet.
- Setbacks:
 - Front: 30'
 - Side: 10% of the average lot width to a maximum required of 20'.
 - Rear: 20'
- Parking:
 - Residential:
 - One bedroom: 1.5 spaces/unit
 - Two bedrooms: 2 spaces/unit
 - Three bedrooms: 2 spaces /unit plus 1 space for every 5 units
 - Guest parking: 1 space for every four units
- Coverage:
 - Structural: 50%, maximum
 - Hardscape: 40% maximum
 - Landscaping: 10% minimum

Materials and Colors: The design of each individual structure shall be subject to review and approval by the Chief of RMA-Planning. At the discretion of the Chief of RMA-Planning, the proposed design may be referred to the local advisory committee and/or Planning Commission. If appropriate, the General Manager of the Monterey Regional Airport may be consulted.

- Individual designs should provide a distinction between structures and some architectural diversity among the developments.
- Generally, materials of exterior walls shall be cement plaster, stone and/or wood.
- Paint colors shall be muted earth tones (e.g., brown, tan, beige) that integrate with the natural surroundings and are consistent with the neighborhood character.
- Roofing may be varied and may include metal standing seam, ceramic or porcelain tile, or other materials that provide aesthetic complement to the overall development. In no case shall the roof materials be a shiny or reflective material that has potential to pose a hazard to flights leaving and landing at the Monterey Regional Airport.

Landscaping Plan: Drought tolerant non-invasive species shall be used around the buildings. All landscaped areas shall be continuously maintained in a litter-free, weed-free, healthy, growing condition. The landscaping plan for each project shall be subject to review and approval by the Chief of RMA-Planning.

Exterior Lighting: All exterior lighting shall be consistent with the Monterey County Lighting Ordinance and subject to review and approval by the Chief of RMA-Planning.

- All exterior lighting shall be unobtrusive, harmonious with the local area, and constructed or located so that the intended area is illuminated and off-site glare is fully controlled.
- Lighting of exterior signage shall be reviewed on a case-by-case basis for nighttime visibility.
- In no case shall the exterior lighting be of a type, location, or direction that has potential to pose a hazard to flights leaving and landing at the Monterey Regional Airport.
- At the discretion of the Chief of RMA-Planning, the General Manager of the Monterey Regional Airport may be consulted during the Interdepartmental Review (IDR) of the project application and upon proposal of any project-related lighting.

Outside Storage: All outside storage areas shall be fully enclosed.

Trash/Recycling: All disposal receptacles shall be contained within enclosures. Separate receptacles shall be provided for the separation of trash, yard waste, and recyclable materials.

Sign Regulations:

- Residential:
 - There shall be no more than one sign per street frontage.
 - The signs shall not exceed thirty-five (35) square feet in the aggregate.
 - The height may not exceed six feet if freestanding, or if attached to a structure, the sign may not be higher than the roof line or parapet of the wall.
 - The signs shall be stationary.
 - The signs shall not be located within or project over or into any public right-of-way.
 - The signs may not be internally illuminated.

Recreation Opportunities: All development in the LSOP shall be encouraged to provide on-site recreation facilities and opportunities. Recreation facilities that may be shared and integrated among developments and lots are preferred.

THIS GENERAL DEVELOPMENT PLAN WAS APPROVED BY THE MONTEREY COUNTY PLANNING COMMISSION ON SEPTEMBER 30, 2020.



LOT 2
SCALE: 1"=50'-0"



PROJECT:

Laguna Seca Office Park
Lot 2

Monterey, California 93940

SHEET TITLE:

LSOP GDP Exhibits B-G

DATE: 2/12/20

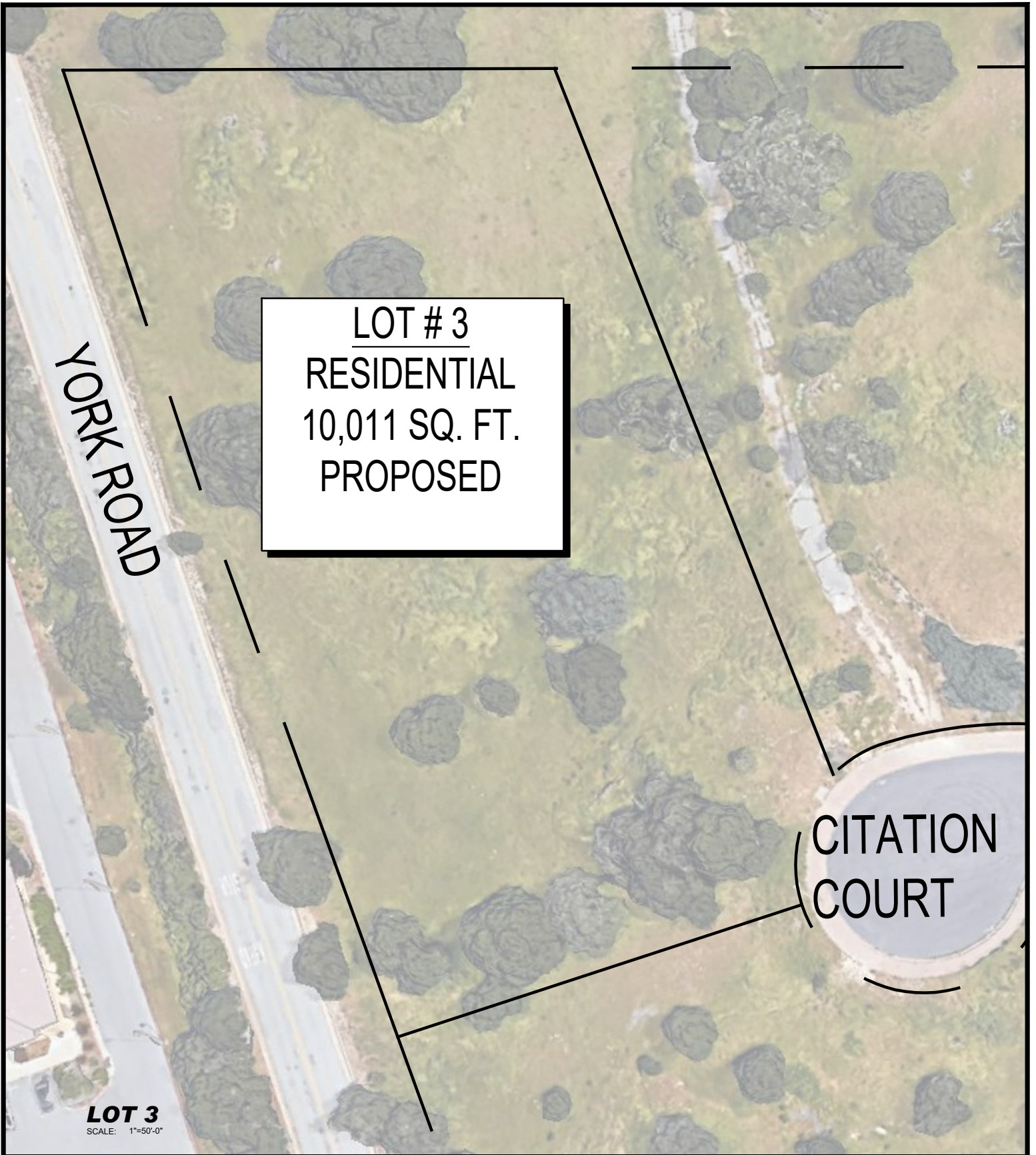
PROJECT NUMBER: 17098.1

SHEET NO.

1

1 OF 6

270



PROJECT:

Laguna Seca Office Park
Lot 3

Monterey, California 93940

SHEET TITLE:

LSOP GDP Exhibits B-G

DATE: 2/12/20

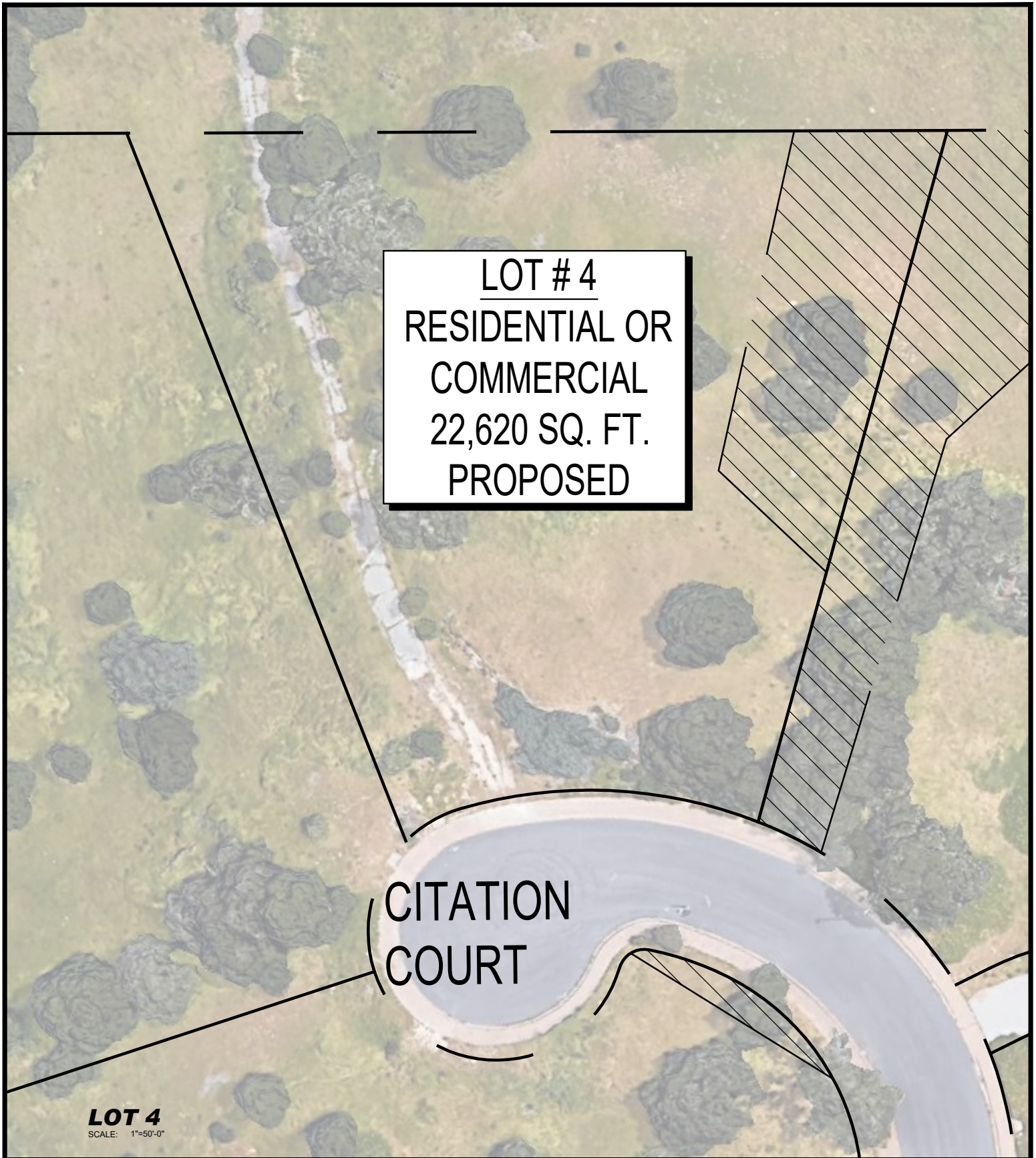
PROJECT NUMBER: 17098.1

SHEET NO.

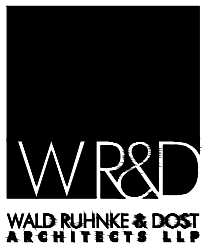
2

2 OF 6

271



LOT 4
SCALE: 1"=50'-0"



PROJECT:

Laguna Seca Office Park
Lot 4

Monterey, California 93940

SHEET TITLE:

LSOP GDP Exhibits B-G

DATE: 2/12/20

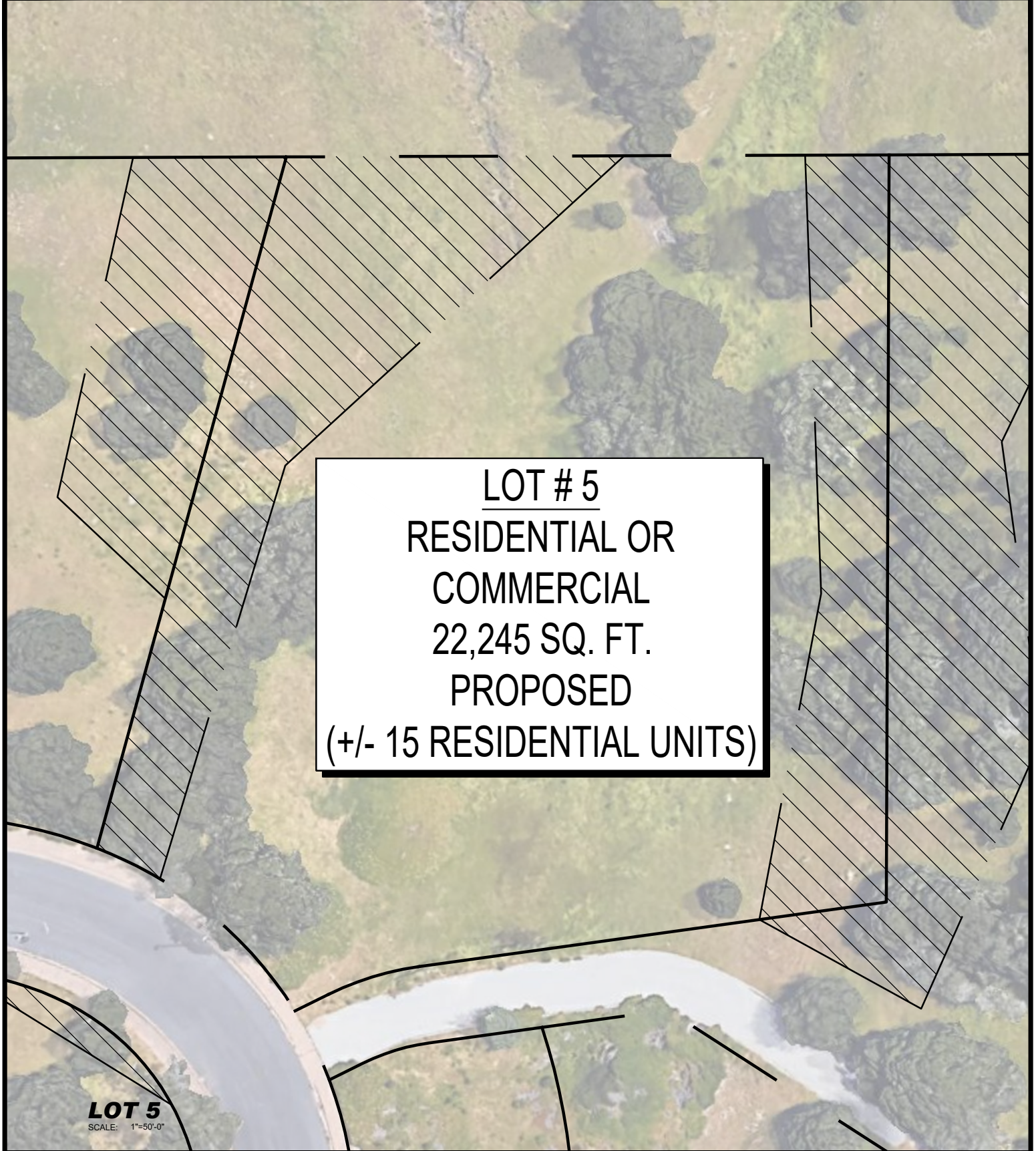
PROJECT NUMBER: 17098.1

SHEET NO.

3

3 OF 6

272



LOT # 5
RESIDENTIAL OR
COMMERCIAL
22,245 SQ. FT.
PROPOSED
(+/- 15 RESIDENTIAL UNITS)

LOT 5
SCALE: 1"=50'-0"



PROJECT:

Laguna Seca Office Park
Lot 5

Monterey, California 93940

SHEET TITLE:

LSOP GDP Exhibits B-G

DATE: 2/12/20

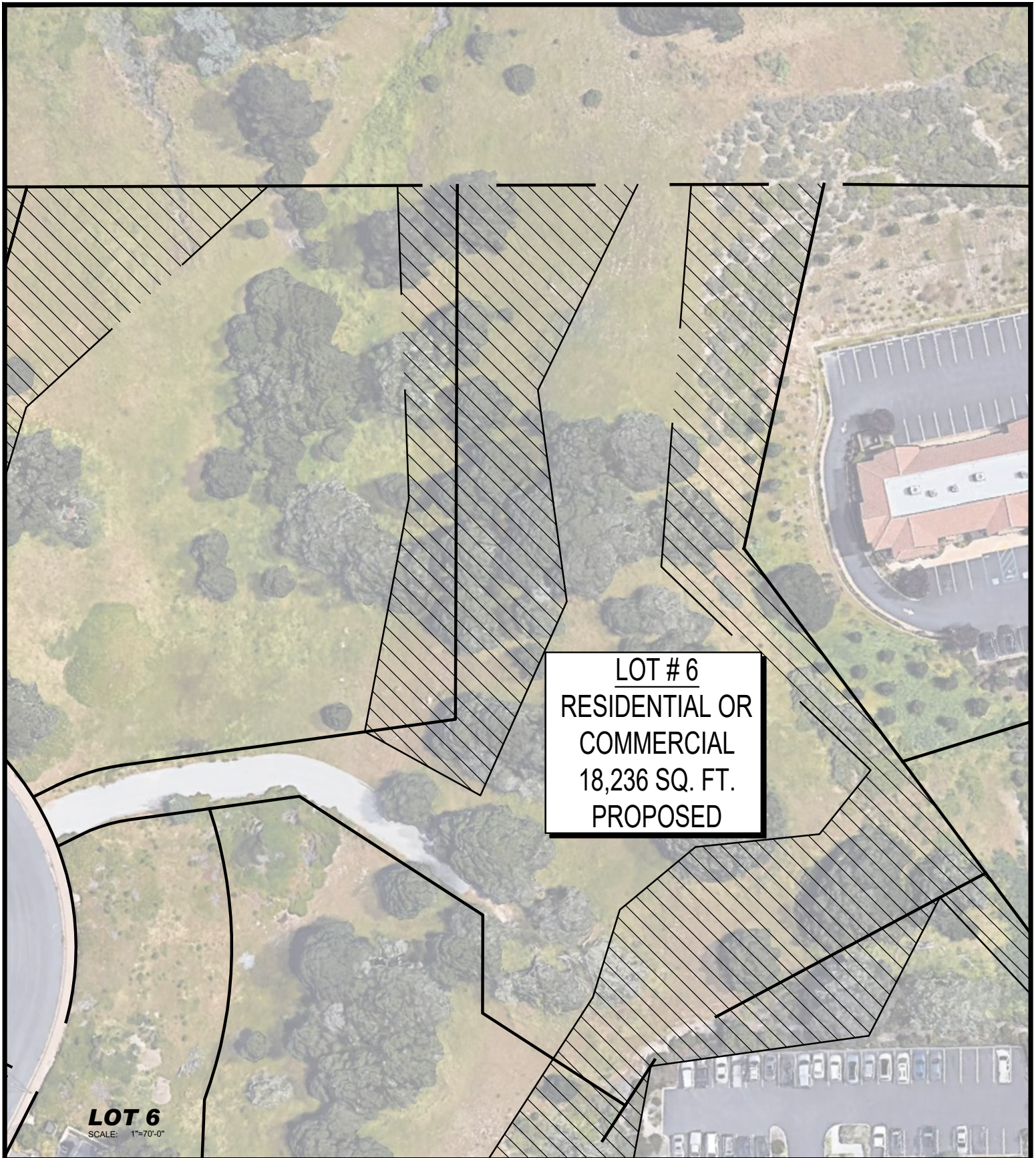
PROJECT NUMBER: 17098.1

SHEET NO.

4

4 OF 6

273



PROJECT:

Laguna Seca Office Park Lot 6

Monterey, California 93940

SHEET TITLE:

LSOP GDP Exhibits B-G

DATE: 2/12/20

PROJECT NUMBER: 17098.1

SHEET NO.

5

5 OF 6



WALD RUHNKE & DOST
ARCHITECTS LLP

PROJECT:

Laguna Seca Office Park
Lot 7

Monterey, California 93940

SHEET TITLE:

LSOP GDP Exhibits B-G

DATE: 2/12/20

PROJECT NUMBER: 17098.1

SHEET NO.

6

6 OF 6

275

EXHIBIT H

Lot	Acreage			Existing/Approved SF	Proposed SF	Agree to LSOP GDP
	Gross	Scenic Easement	Usable			
1 *	0.68	0	0.68	8,810		
2**	1.79	0.295	1.495		11,260	11,260
3**	1.593	0	1.593		10,011	10,011
4	1.397	0.195	1.202		22,260	
5**	1.924	0.556	1.368		20,306	
6	2.292	1.15	1.142		18,236	
7	1.816	0.45	1.366		15,895	
8	0.561	0	0.561	7,444		
9	0.89	0.022	0.868	12,200		12,200
10	1.854	0.453	1.401	14,472		
	Portion of Lot 10 - Unit 103					1,012
	Portion of Lot 10 - Unit 104					936
11	0.712	0.084	0.628	12,113		12,113
12	1.106	0.204	0.902	12,010		
13	2.103	0.867	1.236	18,905		
14	2.25	1.349	0.901	10,617		
15	0.91	0.444	0.466	11,317		11,317
16	1	0.008	0.992	18,425		18,425
17	0.951	0.162	0.789	5,471		
18	0.75	0.149	0.601	7,498		
19*	2.611	1.077	1.534	13,696		
	Portion of Lot 19 - Unit 002					5,575
				152,978	97,968	82,849
	TOTAL MAXIMUM SF FOR LSOP			260,000		

KEY

Outside 2019 ALUCP Zone 4
Consistent with 2019 ALUCP Zone 4 by operation of law (PUC Section 21676(d) and 2019 ALUCP Policy 4.1.11.2)
Referenced to the 2019 ALUCP Zone 4
* Lots 1 and 19 are also subject to LSOP CC&Rs that exclude residential use on those lots.
** Lots 2, 3, and 5 have existing Use Permits for non-residential use. The owners, as part of this application, are agreeing that use on these parcels may be for residential and/or non-residential development, subject to the LSOP GDP.
All lots are subject to the LSOP CC&Rs that exclude residential use on Lots 1 and 8-19
This chart will be updated periodically by the RMA-Planning for tracking purposes.



OVERALL OFFICE PARK SITE PLAN
WITH ALUC ZONE 4 BOUNDARY OVERLAY
SCALE: 1"=80'-0"

EXHIBIT I

WR&D

WALD RUHNKE & DOST
ARCHITECTS LLP

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MONTEREY, CALIFORNIA 93940

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AND VISUAL CONTACT WITH THEM
CONSTITUTES PRIMA FACIE EVIDENCE OF THE
ACCEPTANCE OF THESE RESTRICTIONS.

LAGUNA SECA OFFICE PARK
GENERAL DEVELOPMENT PLAN

MONTEREY, CA 93940
A.P.N. NO.:

JOB NO.
17098.1
PRINT DATE:
PLOT DATE: 7.7.2020
DRAWN BY:
CHECKED BY:
SET ISSUED:
02/11/2020 UPDATED
PROPOSED SF's @ LOTS 2 & 3

SHEET NAME:
ALUC ZONE
OVERLAY
SITE PLAN
SHEET NO.:

A2

FILE NAME.:

Attachment E

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NOTICE OF APPEAL

Monterey County Code
Title 19 (Subdivisions)
Title 20 (Zoning)
Title 21 (Zoning)

RECEIVED
MONTEREY COUNTY

2020 OCT 26 AM 11:43

CLERK OF THE BOARD

Julian Lorenzana
DEPUTY

JULIAN LORENZANA

No appeal will be accepted until a written decision is given. If you wish to file an appeal, you must do so on or before October 26, 2020 (10 days after written notice of the decision has been mailed to the applicant). Date of decision September 30, 2020.

1. Please give the following information:

- a) Your name Anthony Lombardo
- b) Phone Number 751-2330
- c) Address 144 West Gabilan City Salinas Zip 93901
- d) Appellant's name (if different) Leonard McIntosh

2. Indicate the appellant's interest in the decision by checking the appropriate box:

☒ Applicant

☐ Neighbor

Other (please state) _____

3. If you are not the applicant, please give the applicant's name:

4. Indicate the file number of the application that is the subject of the appeal and the decision making body.

- | | File Number | Type of Application | Area |
|---------------------------|---|---------------------|------|
| a) Planning Commission: | <u>PLN 170765, Combined Development Permit, Laguna Seca</u> | | |
| b) Zoning Administrator: | _____ | | |
| c) Subdivision Committee: | _____ | | |
| d) Administrative Permit: | _____ | | |

5. What is the nature of the appeal?

a) Is the appellant appealing the approval ☒ or the denial ☐ of an application? (Check appropriate box)

b) If the appellant is appealing one or more conditions of approval, list the condition number and state the condition(s) being appealed. (Attach extra sheets if necessary).

18 - Inclusionary Housing Requirements

19 - Deed Notices

6. Check the appropriate box(es) to indicate which of the following reasons form the basis for the appeal:

- ☐ There was a lack of fair or impartial hearing; or
- ☐ The findings or decision or conditions are not supported by the evidence; or
- ☐ The decision was contrary to law.

You must next give a brief and specific statement in support of each of the bases for appeal that you have checked above. The Board of Supervisors will not accept an application for appeal that is stated in generalities, legal or otherwise. If the appellant is appealing specific conditions, you must list the number of each condition and the basis for the appeal. (Attach extra sheets if necessary).

See attached letter

7. As part of the application approval or denial process, findings were made by the decision making body (Planning Commission, Zoning Administrator, Subdivision Committee or Director of Planning). In order to file a valid appeal, you must give specific reasons why the appellant disagrees with the findings made. (Attach extra sheets if necessary).

See attached letter

8. You are required to submit stamped addressed envelopes for use in notifying interested persons that a public hearing has been set for the appeal. The Resource Management Agency – Planning will provide you with a mailing list.

9. Your appeal is accepted when the Clerk of the Board's Office accepts the appeal as complete on its face, receives the filing fee (Refer to the most current adopted Monterey County Land Use Fees document posted on the RMA Planning website at http://www.co.monterey.ca.us/planning/fees/fee_plan.htm) and stamped addressed envelopes.

APPELLANT SIGNATURE  DATE 10/26/2020

ACCEPTED _____ DATE _____
(Clerk to the Board)

ANTHONY LOMBARDO & ASSOCIATES

A PROFESSIONAL CORPORATION

ANTHONY L. LOMBARDO
KELLY MCCARTHY SUTHERLAND
JOSEPH M. FENECH
CODY J. PHILLIPS

144 W. GABILAN STREET
SALINAS, CA 93901
(831) 751-2330
FAX (831) 751-2331

October 26, 2020

Our File No: 5080.001

Mr. Chris Lopez, Chair
Monterey County Board of Supervisors
168 West Alisal
Salinas, CA 93901

RE: Appeal of Leonard McIntosh (PLN1707650)

Dear Chair Lopez and Members of the Board of Supervisors

We have filed an appeal to your Board from the Planning Commission action on Leonard McIntosh's application to construct 15 apartment units in the Laguna Seca Office Park (LSOP). Mr. McIntosh has spent 3 years attempting to obtain approval for this small but much needed housing project. In the time this project has been in the approval process, the cost of constructing these units has increased by approximately 10 % or over \$1,000,000.00.

Mr. McIntosh agrees with the decision of the Planning Commission except for the requirement to attempt to impose the 35% inclusionary housing requirement fund in the County General Plan DES policy and Condition 19. This requirement renders the project financially infeasible as detailed in the attached letter which was provided to the Planning Commission.

By this appeal, Mr. McIntosh is asking that the Supervisors approve an amended condition which:

- require a 20% inclusionary contribution and grant a financial incentive waiving the in-lieu fee for 0.8 units; OR
- approve payment of an in-lieu fee for the project at the applicant's option at the time building permits are to be issued; and,
- Delete Condition 19.

As a preliminary matter, we do not believe this project would be subject to the DES if it were adopted. The policy is clear that it is intended to "be established to provide a systematic, consistent, predictable, and quantitative method for decision-makers to evaluate developments of

five or more lots or units and developments of equivalent or greater traffic, water, or wastewater intensity.” The impact of the Laguna Seca Office Park (LSOP) on traffic, water and wastewater was addressed and fully mitigated with the approval of the LSOP. The application at issue in this appeal has been shown to not exceed the water, wastewater and traffic parameters of the LSOP and is not an intensification of those uses over that which was anticipated in the LSOP EIR. Furthermore, the traffic, water and wastewater impacts of the proposed 15 units in this application has been demonstrated to be less than the office building which was previously approved on Lot 5. There is no evidence to the contrary. As a result, the DES policy (and therefore the 35% inclusionary requirement) would not apply to this project.

There is substantial inconsistency in the County inclusionary housing regulations and policies. The County’s current inclusionary housing ordinance requires that 20% of the units be inclusionary. The inclusionary requirement can be met by on-site units, off-site units, payment of an in-lieu fee or a combination of those options. At 20%, the 15 units would be required to contribute 2.8 affordable units (the County ordinance credits the existing lot so the net number is 20% of 14 new units) or pay an in-lieu fee for those units.

Policy LU-2.13 of the 2010 General Plan requires that the inclusionary ordinance be amended to require “25% of new housing units be affordable to very low, low, moderate, and workforce income households. The Affordable Housing Ordinance shall include the following minimum requirements:

- a) 6% of the units affordable to very low-income households
- b) 6% of the units affordable to low-income households
- c) 8% of the units affordable to moderate-income households
- d) 5% of the units affordable Workforce I income households.”

At 25%, the 15 units would be required to contribute 3.5 (25% of 14) affordable units.

Policy LU-1.19 of the 2010 General Plan, the DES policy, would require as part of the yet to be approved DES program, a 35% contribution. At 35% the 15 units would be required to contribute 4.9 (35% of 14) affordable units.

The applicants developed the following chart which shows the expected revenue and cost at the 20%, 25% and 35% contribution levels. Even with the 20% scenario, there is still a negative cash flow for the first three years.

20 Year Cash Flow Snapshot Every 5 Years					
SHOWING 2% INCREASE IN RENTS AND OP EX					
20 % INCLUSIONARY	Year 1	Year 5	Year 10	Year 15	Year 20
(1VL, 1 MOD)					
ANNUAL GROSS RENTS	\$ 619,128	\$ 683,369	\$ 769,361	\$ 849,437	\$ 937,847
OPEX + Vacancy Factor	\$ 198,500	\$ 214,863	\$ 237,226	\$ 261,917	\$ 289,177
ESTIMATED NET OPERATING INCOME	\$ 420,628	\$ 468,506	\$ 532,135	\$ 587,520	\$ 648,670
DEBT SERVICE @ 70% FINANCING	\$ 454,476	\$ 454,476	\$ 454,476	\$ 454,476	\$ 454,476
ESTIMATED CASH FLOW	\$ (33,848)	\$ 14,031	\$ 77,660	\$ 133,045	\$ 194,194
25% INCLUSIONARY	Year 1	Year 5	Year 10	Year 15	Year 20
(1VL, 2 MOD)					
ANNUAL GROSS RENTS	\$ 607,074	\$ 657,116	\$ 725,510	\$ 801,021	\$ 884,392
OPEX + Vacancy Factor	\$ 198,500	\$ 214,863	\$ 237,226	\$ 261,917	\$ 289,177
ESTIMATED NET OPERATING INCOME	\$ 408,574	\$ 442,254	\$ 488,284	\$ 539,105	\$ 595,215
DEBT SERVICE @ 70% FINANCING	\$ 454,476	\$ 454,476	\$ 454,476	\$ 454,476	\$ 454,476
ESTIMATED CASH FLOW	\$ (45,902)	\$ (12,222)	\$ 33,808	\$ 84,629	\$ 140,740
35% INCLUSIONARY	Year 1	Year 5	Year 10	Year 15	Year 20
(1VL, 2 MOD, 1 Wfii)					
ANNUAL GROSS RENTS	\$ 603,930	\$ 653,713	\$ 721,752	\$ 796,873	\$ 879,812
OP EX + Vacancy Factor	\$ 198,500	\$ 214,863	\$ 237,226	\$ 261,917	\$ 289,177
ESTIMATED NET OPERATING INCOME	\$ 405,430	\$ 438,850	\$ 484,526	\$ 534,956	\$ 590,635
DEBT SERVICE @ 70% FINANCING	\$ 454,476	\$ 454,476	\$ 454,476	\$ 454,476	\$ 454,476
ESTIMATED CASH FLOW	\$ (49,046)	\$ (15,625)	\$ 30,051	\$ 80,481	\$ 136,159
NOTES 1. Expenses stay constant and are not dependent on the income but are increased by 2% annually 2. Debt Service is at 70% of the cost of construction at 4.5% amortized over 25 years 3. Both income and expenses are increased annually by 2% for each year 4. This shows that in both the 25% and 35% scenario the project will not be able to sustain itself. 5. At 20% more housing units will be built which will help be part of the solution to the local housing problem. 6. The market rate units are essentially not significantly higher than comparable WF II Housing units.					

The 35% inclusionary housing requirement renders the project not only financially infeasible but also unfinanceable. Steve Wotherspoon of Pinnacle Bank confirmed (email attached) that a project with a 35% inclusionary housing requirement is not financeable.

Mr. McIntosh's proposal for onsite inclusionary units provides for 7% of the project to be for Very Low income. That entitles the project to a 25% density bonus, per the table set forth in Section 65915 (f)(2), as well as one financial incentive or concession per Section 65915 (d)(2)(A). Despite being entitled to a 25% density bonus (3 additional market rate units), Mr. McIntosh is only requesting that the County agree to waive the in-lieu fee for the 0.8 fractional remainder unit as the incentive to which it is entitled under state law. Mr. McIntosh is sensitive to the traffic and water supply issues in this area. He is not pursuing a density bonus but has instead proposed the apartment project at a density that does not exceed the impacts of the office building previously approved for development on this parcel.

Per Section 65915 (d), the County may only deny Mr. McIntosh's incentive request (waiving the in-lieu fee for 0.8 units) if it makes a finding, based upon substantial evidence that, 1) the concession /incentive does not result in identifiable and actual cost reductions to provide for affordable housing costs or 2) that the incentive/concession would have a specific, adverse impact on public health and safety or 3) the concession/incentive would be contrary to state or federal law. In this case, the waiver of the in-lieu fee clearly results in an identifiable cost reduction as it reduces the financial obligation of the applicant in constructing the overall

housing project of which the inclusionary units are a part. Further, the waiver of the fee will not result in any adverse impacts on public health and safety and is not in conflict with state or federal law.

We believe that the County's 35% inclusionary obligation, as stated in its DES policy (although the Procedural Guide recommended by the Planning Commission and staff requires 45%), is overly burdensome and is contrary to the statewide housing policies. The state has made it very clear in recent legislation, including 2019's AB 330, that local governments need to remove impediments to housing development projects, as opposed to creating impediments. This is best demonstrated in the language in the preamble of Govt Code 65589.5 which provides:

“(K) The Legislature’s intent in enacting this section in 1982 and in expanding its provisions since then was to significantly increase the approval and construction of new housing for all economic segments of California’s communities by meaningfully and effectively curbing the capability of local governments to deny, reduce the density for, **or render infeasible housing development projects** and emergency shelters. That intent has not been fulfilled.”

The County through the DES policy, which makes projects such as this financially infeasible, has created a significant impediment. And, based on statements made by Commissioners, did so intentionally.

This principle, that housing shall not be unduly burdened or constrained in California, is also reflected in Govt. Code Section 65850.01, which relates to ordinances requiring 15% or more inclusionary units in a housing development project at income levels of 80% of median income or less. Section 65850.01(b) authorizes the state to require that the local government provide, evidence that its inclusionary ordinance does not unduly constrain the production of housing by submitting an economic feasibility study that meets specified standards. While in this specific case, 65850.01 does not directly apply because the County DES would require 12% of the housing be below 80%, it is clear that the effect of the County's DES policy is exactly what the state was striving to avoid.

The applicant has clearly demonstrated in its cashflow analysis that the County, by requiring a 35% inclusionary contribution, is effectively preventing the development of any housing development projects. As that analysis demonstrates, a 35% inclusionary obligation renders such housing projects economically infeasible. This is further confirmed in the aforementioned letter from Pinnacle Bank which provides that the institution would not provide a loan on the applicant's project with a 35% inclusionary housing obligation.

It is clear that the proposed DES “penalty” language mandating 35% + inclusionary housing which was intentionally drafted, based on statements from the Planning Commission and staff, to discourage development outside community areas (Pajaro, Castroville, Chualar, Bradley and San

Ardo) is inconsistent with California law. The County through the DES policy, which makes projects such as this financially infeasible, has created a significant impediment.

County staff has taken the position that the applicant's proposed 20% inclusionary obligation would render the project incompatible and inconsistent with the County's General Plan because it is below the 35% DES requirement. In fact, it is a well-established principle of California law that a project need not be in perfect conformity with the policies of a general plan in order to be deemed "consistent" with that plan. This principle is succinctly laid out in the case of *Pfeiffer v. City of Sunnyvale City Council* (2011) 200 Cal.App.4th 1552, 1563:

“ ‘ “An action, program, or project is consistent with the general plan if, considering all its aspects, it will further the objectives and policies of the general plan and not obstruct their attainment.” [Citation.]’ [Citation.] **State law does not require perfect conformity between a proposed project and the applicable general plan.** ... [Citation.]” (Friends of Lagoon Valley, supra, 154 Cal.App.4th at p. 817, 65 Cal.Rptr.3d 251.) In other words, “it is nearly, if not absolutely, impossible for a project to be in perfect conformity with each and every policy set forth in the applicable plan. ... **It is enough that the proposed project will be compatible with the objectives, policies, general land uses and programs specified in the applicable plan.** [Citations.]”

In the case of the McIntosh project and the proposed 20% inclusionary obligation, there is no question that the project is “compatible with the objectives, policies, general land uses and programs” specified in the County's General Plan. For example, the objective of the County's inclusionary housing ordinance and the housing element of the General Plan is to encourage housing developments in Monterey County and to ensure the provision of inclusionary housing units in new housing development projects. Perfect conformity with the General Plan (i.e. providing 35% inclusionary) would actually be incompatible with these objectives as the DES policy essentially discourages housing development projects and the provision of inclusionary housing across large swaths of the County.

Furthermore, the DES requirement of 35% creates an internal inconsistency with the housing element of the County's General Plan, which is prohibited by state law [“[T]he general plan is required to be consistent within itself.” (*Sierra Club v. Kern County Board of Supervisors* (1981) 126 Cal.App.3d 698, 703.)]. The housing element repeatedly refers to the 20% obligation as required by the County's inclusionary housing ordinance and makes no reference to the 35% obligation required by the DES policy. The inconsistency is not limited to just the percentage required for the inclusionary contribution; as demonstrated above, it creates an inconsistency in the actual goals and objectives of the General Plan to promote housing projects and the provision of inclusionary housing units which is completely contradicted by the unachievable 35% obligation set out in the DES policy.

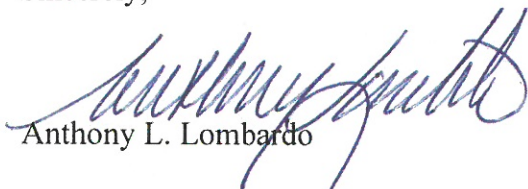
As to Condition 19, it is unnecessary and redundant in that Condition 2 already requires the recording of a Notice of the Approval of the General Development Plan and Use Permit. The purpose of Condition 19 was to assure that future buyers of properties in the Laguna Seca Office Park covered by the General Development Plan would be made aware of the County's action through a preliminary title report or similar search. Condition 2 will accomplish the same goal as Condition 19 by recording a single notice rather than recording fourteen separate notices. We have confirmed with Chicago Title that by listing the assessor's parcel numbers on the notice required by Condition 2, the record of County's action will be appear on subsequent title reports for those all of those parcels.

The owners of the referenced properties have already provided letters to the RMA stating they were in agreement with the General Development Plan approved by the Planning Commission. Public notice was provided by newspaper, posting and direct mailing to all owners in the LSOP and for several hundred feet around the LSOP. Additional notice was provided by a separate letter from the RMA to all owners in the Laguna Seca Office Park.

Based on the foregoing, Mr. McIntosh asks that the Board grant his appeal and:

- Require a 20% inclusionary contribution and grant a financial incentive waiving the in-lieu fee for 0.8 units; OR
- Approve payment of an in-lieu fee for the project at the applicant's option at the time building permits are to be issued; and,
- Delete condition 19.

Sincerely,



Anthony L. Lombardo

Enclosure

cc: Client
Carl Holm
Brandon Swanson
Jaime Guthrie
Wendy Strimling

From: [Steve Wotherspoon](#)
To: [Tony Lombardo \(tony@alombardolaw.com\)](mailto:tony@alombardolaw.com)
Subject: Inclusionary housing requirements for apartment project
Date: Friday, September 25, 2020 9:54:43 AM

Dear Mr. Lombardo,

My name is Steve Wotherspoon. I am the senior vice president and commercial real estate and construction loan manager for Pinnacle Bank. I have been provided with a copy of the financial analysis for the proposed McIntosh 15 unit apartment project in the Laguna Seca office park. Neither Mr. McIntosh nor any of his family are clients of our lending institution.

Based on the summary analysis received, I believe that the financial analysis is an accurate estimation of the cost of constructing the project and the revenue that it will likely generate. Based on my experience and the lending policies of our institution we would not be able to finance this project with over 20% inclusionary housing because the project is not financially feasible and would not meet our minimum underwriting standards. Even at the 20% level, the project would require higher than typical cash injection from the developer to avoid the early year(s) negative cash flow.

Sincerely,

Steve Wotherspoon
SVP/Senior Relationship Manager

Pinnacle Bank
1276 South Main St.
Salinas, CA 93901
W: 831.751.2956 **F:** 831.225.0091

steve.wotherspoon@pinnacle.bank
NMLS #1146321

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OFFICIAL RECEIPT

COUNTY OF MONTEREY

McIntosh
RECEIVED FROMOctober 26 2020
DATE940 McIntosh Dr.
STREETMonterey, CA 93940
CITYNotice of Appeal
FOR

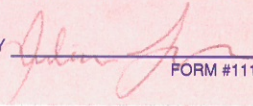
PLN: 170765

Check # 1105

OFFICE	MAIL	FIELD	CASH	CHECK	OTHER
PREVIOUS BALANCE				AMOUNT PRESENTED	3,540 00
AMOUNT PAID				AMOUNT OF PAYMENT	
NEW BALANCE				CHANGE REFUNDED	
ON ACCOUNT NO.			THE AMOUNT OF \$ 3,540 00		

CENTRAL VALLEY BUSINESS FORMS - (559) 651-3595

505431

REC'D. BY 
FORM #111-71

Attachment F

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ATTACHMENT F

Addendum Pursuant to the California Environmental Quality Act (CEQA) Article 11, §15164

McIntosh Leonard H TR (Laguna Seca Office Park - Lot 5) Planning File No. PLN170765 Combined Development Permit and General Development Plan

1. Introduction

Background

A Final Environmental Impact Report (FEIR) was certified for a zoning amendment, general plan amendment and subdivision that created the Laguna Seca Office Park (EIR #80-109, Resolution No. PC-3734) on 22 February 1983. The Laguna Seca Office Park (LSOP) FEIR considered the environmental effects of creating 19 lots that would be developed with professional offices and two lots developed for residential use. A 2012 Initial Study (IS) was prepared for a commercial building proposal on Lot 5 tiered from analysis of the previously certified FEIR and was circulated in accordance with §15152 of the CEQA Guidelines that allows incorporation by reference, the general discussions contained in the broader FEIR, while concentrating the later CEQA review solely on the issues specific to the later project. Analysis in the IS showed that implementation and operation of the project proposal would cause no significant effects on the environment that had not been examined in the FEIR, would not increase the severity of previously examined significant effects, and did not identify mitigation measures or alternatives that are either newly feasible or considerably different from those analyzed in the FEIR. Therefore, the Tiered IS was updated to an Addendum, and this Tiered IS/Addendum was considered by the Planning Commission for approval of the project (Planning Commission Resolution No. 12-035). Site-specific information for Lot 5 was analyzed for potential environmental impacts in the Tiered IS/Addendum and although the project was approved, the project has not been implemented.

The proposed subject project is a General Development Plan (GDP) for the LSOP and development of Lot 5 with a 15-unit residential apartment building, located in Monterey. The LSOP GDP concentrates allowed cumulative residential use across the 54-acre subdivision on six lots (Lots 2-7) within the subdivision. Lot 5 is proposed for development with a 22,137 square-foot two story building consisting of fifteen 2- and 3-bedroom apartments. Site improvements include parking, landscaping, and irrigation. Expected grading is 3,850 cubic yards of cut and 3,350 cubic yards of fill. The proposed LSOP GDP would supersede the General Development Plan previously approved for Lot 5 as well as all other General Development Plans previously approved for all parcels in the LSOP. Implementation of the project requires approval of a General Development Permit (GDP) applicable to the LSOP, and an Amendment to a previously approved Combined Development Permit consisting of a Use Permit to allow construction of a 20,000 square-foot two-story professional office building and associated

grading, a Use Permit to allow removal of 43 Coast live oaks (Figure 2), and an Administrative Permit to allow development in a Site Plan Review district. The Amendment is to replace the proposed office building with a residential apartment building.

2. Analysis for the Addendum to the LSOP FEIR

Statutory Authority and Requirements

CEQA Guidelines Section 15164(a) requires an Addendum to an EIR as follows:

The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

CEQA Guidelines Section 15162 describes that a previously certified EIR or previously adopted negative declaration would require preparation of a subsequent EIR if the lead agency determines one or more of the following:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;*
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or*
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:*
 - a. The project will have one or more significant effects not discussed in the previous EIR or negative declaration;*
 - b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;*
 - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or*
 - d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.*

This technical Addendum has been prepared pursuant to Article 11, Section 15164 of the CEQA Guidelines to make technical changes to the project analyzed in the LSOP FEIR (EIR #80-109, Resolution No. PC-3734) certified 22 February 1983 by the Monterey County Board of Supervisors and in the Tiered IS/Addendum (Resolution No. 12-035) considered 29 August 2012

by the Planning Commission. None of the conditions described in §15162 calling for preparation of a subsequent EIR or negative declaration have occurred.

3. Scope and Purpose of this Addendum

Minor technical changes are addressed in this Addendum that were not addressed in the FEIR or the Tiered IS/Addendum. Technical information and analysis of resource constraints are applied to changes to the project description that include a General Development Plan for the LSOP, residential development on Lots 2-7, and a 15-unit apartment building on Lot 5. The revised project proposal is analyzed for potential environmental impacts related to the following information:

- Adjudicated water allotment of no more than 5 acre feet per year (AFY); and
- Anticipated traffic impacts for residential use in the LSOP

The determination that no subsequent EIR or Initial Study is required was reached based on review of the analysis in both the previous FEIR and Tiered IS/Addendum, updated review of technical information applied to the subject project, the previously approved project at Lot 5 that contemplated construction of a 20,300 square-foot two-story commercial building, review of the Seaside groundwater adjudication decision, and a review of the site-specific proposed development. None of the changes in circumstances would cause significant effects on the environment that had not been examined in the FEIR or Tiered IS/Addendum, would increase the severity of previously examined significant effects, nor would cause to identify mitigation measures or alternatives that are either newly feasible or considerably different from those analyzed in the FEIR or Tiered IS/Addendum. Therefore, no subsequent EIR or Initial Study is required pursuant to §15162 of the CEQA Guidelines.

4. Project Description

The Visitor Serving/Professional Office (VO) zone allows residential use provided the gross square footage of the residential use does not exceed the gross square footage of the commercial use, and subject to review and approval of a Use Permit (Section 21.22.060.M of Title 21). A General Development Plan (GDP) is required if there is no prior approved GDP and the LSOP was approved in 1983 prior to this requirement. Therefore, a GDP for the LSOP does not currently exist and development of each parcel in the LSOP has been required to propose a GDP as part of each project application. Approval of this subject proposal for a GDP would eliminate the future need for development proposals on each parcel in the LSOP to include a GDP. None of the currently developed Lots 1 & 8-19 in the LSOP include residential use. The LSOP GDP applies residential use, as allowed throughout all nineteen lots in the LSOP to be incorporated cumulatively on undeveloped Lots 2-7.

The FEIR contemplated gross office space of 260,000 square feet at an average 20% ground coverage over 54 acres. There is 152,978 square feet of commercial space built in the LSOP, thus far. Buildout of the proposed GDP would total 271,548 square feet, approximately 4.4% more than the 260,000 square feet previously anticipated. This includes a proposed 118,570 square feet of residential use. However, none of these changes in circumstances would cause significant effects on the environment that had not been examined in the FEIR, would increase

the severity of previously examined significant effects, nor would cause to identify mitigation measures or alternatives that are either newly feasible or considerably different from those analyzed in the FEIR.

The site-specific development on Lot 5 for the proposed project is analyzed under the umbrella of the larger scale analysis already contained in the LSOP FEIR. The site-specific development is consistent with the size and effects of the development anticipated in the previous FEIR and will not in result in new or substantially more severe impacts to the environment, as explained below in Section 5 of this Addendum.

5. Summary of Changes Resulting from the Project

Section 3.2 – Adverse Effects Which Cannot Be Avoided if the Project is Implemented of the LSOP FEIR specifies the following:

- *The proposed project will decrease groundwater resources; and*
- *The project will generate approximately 2,500 to 3,900 additional vehicle trips per day to the Northern Monterey County Area. These additional trips, especially on Highway 68, will increase traffic volume and accident potential.*

Section 2.4 Hydrology (LSOP FEIR)

The LSOP FEIR identified unavoidable adverse effect on water use based on actual water use for Professional Offices at approximately 22,000 gallons per day (0.084 gallons per day per square foot), plus another 27,000 gallons per day for irrigation. This is approximately 0.15 acre foot per day (54.75 acre feet per year, or AFY) usage estimated for the nineteen commercial lots (2.88 AFY per lot). Using the Monterey Peninsula Water Management District (MPWMD) standard water use factors for an apartment with a standard kitchen, including a high-efficiency dishwasher, two bathrooms, and a high-efficiency clothes washer would use 195.2 fixture units for the Lot 5 apartment building, including landscaping irrigation. Each fixture unit relates to 0.01 AFY resulting in 1.952 AFY of water use attributed to the Lot 5 apartment building. The subject GDP proposes 120 units over Lots 2-7 and multiplying 1.952 AFY by a factor of 8 (120 units divided by 15 Lot 5 units = 8), the estimated water use potentially would be 15.616 AFY by the proposed residential development of apartments on six lots. The water use for each of five Lots 2-4 and 6-7 would be approximately 2.73 AFY [(15.616 - 1.952 = 13.664 AFY) divided by 5 lots ~ 2.73 AFY].

Water usage contemplated in the LSOP FEIR for nineteen commercial lots was 54.75 AFY, or 2.88 AFY per lot. The GDP proposal for residential development potential on Lots 2-7 only could result in water usage of 1.952-2.73 AFY per each of six Lots 2-7, which is less than the 2.88 AFY consumption contemplated in the LSOP FEIR. Therefore, analysis of the changes proposed shows the project would have less significant and less severe effect on groundwater use than was previously discussed in the LSOP FEIR.

Water for the development is provided by California American Water Company (Cal-Am) Bishop Unit which would provide the parcel with water from the Laguna Seca Subarea of the Seaside Groundwater Basin, adjudicated as of 27 March 2006. Under the terms of the

adjudication (Superior Court of the State of California in and for the County of Monterey Case No. M664343), rights to the adjudicated water source will come from connection to the Cal-Am Alternative Production Allocation of 644 AFY for the Laguna Seca Subarea. The adjudication allots to the applicant a prior and paramount right, in perpetuity, to produce 320 AFY without reduction to this allotment until such time the Watermaster makes a different determination as to *de minimis* production. *De minimis* production by any person or entity less than five (5) AFY is not likely to significantly contribute to material injury to or any interest related to the Seaside Groundwater Basin. The estimated total water use for the proposed project (GDP + Lot 5 apartment building) is approximately 15.616 AFY, well within the applicant's allotment of 320 AFY. Further, the adjudicated allotment of 320 AFY is part of the Physical Solution intended to accomplish the following:

- *Reduce the drawdown of the aquifer to the level of the Natural Safe Yield, or the quantity of water existing in the Seaside Basin that occurs solely as a result of natural replenishment from percolation of precipitation and surface water bodies overlying the Basin;*
- *Maximize the potential beneficial use of the Seaside Basin; and*
- *Provide a means to augment the water supply for the Monterey Peninsula.*

The Physical Solution imposed by the Court includes all processes for replenishing groundwater in the Seaside Basin except for natural replenishment. Strategies for coordinated management of the Seaside Basin include, but are not limited to storage, carryover, artificial replenishment, conservation, and allocation. The May 11, 2009 ruling on enforcement and clarification of the Seaside Basin adjudication (Superior Court of the State of California in and for the County of Monterey Case No. M664343) orders that no party to the adjudication, which included the County of Monterey, may require environmental review under CEQA for water allotment usage by holders of such water rights. The Physical Solution governs the environmental aspects of Seaside Basin Groundwater usage, and attempts by any agency or organization to impose obligations on the use of Basin water rights must be viewed with concern for the integrity of the Physical Solution.

Section 2.7 Traffic (LSOP FEIR)

The LSOP FEIR projected LOS F in the year 2000 for Highway 68 as implemented with a proposed four- to six-lane expressway. Buildout of the office park would have had significant and unavoidable traffic impacts for which mitigations were applied and adopted in the FEIR. Highway 68 is still a two-lane roadway and along with the York Road intersection, currently operates at LOS F. Notwithstanding, the mitigations adopted in the FEIR were implemented concurrently with the buildout of the LSOP roadway infrastructure.

The LSOP FEIR anticipated generation of between 2,500 and 3,900 average daily trips (ADT) based on a buildout of 260,000 square feet of office space. An average of the buildout between nineteen commercial lots is approximately 13,684 square feet per lot. Using the Institute of Traffic Engineer's (ITE) Trip Generation Manual 10th Edition, 2017, formula for General Office (10.31 trips per 1,000 square feet), a project proposal on any one of the nineteen lots could generate up to 141 ADT, or 2,679 ADT attributed to complete commercial buildout of the LSOP. This is well within the anticipated range (2,500 to 3,900 ADT) analyzed in the FEIR. Lots 1 & 8-

19 in the LSOP are developed with commercial buildings (no residential use) for a total of 152,978 square feet which generates an estimated 1,578 ADT using the formula of 10.31 trips per 1,000 square feet. Each of Lots 20 & 21 are developed with a single-family dwelling and generate an estimated 19 ADT. The project proposal includes the LSOP GDP anticipating 120 units on vacant Lots 2-7 in the LSOP and the development of Lot 5 with a 15-unit apartment building. Using the ITE's Trip Generation Manual 10th Edition, 2017, formula for Multi-family Housing (7.32 trips per dwelling unit), the 15 units would generate 110 ADT. Assuming each of Lots 2-7 would generate approximately 110 ± ADT, trip generation for the six lots could be an estimated 660 ADT. Combined trip generation of the thirteen developed commercial lots, two single-family residential lots, and six vacant residential lots would be 1,578 + 19 + 660 for a total 2,257 ADT. This estimated trip generation for the LSOP GDP buildout of 2,257 ADT is less than the 2,500 ADT low range calculated in the FEIR for an anticipated buildout of 260,000 square feet of office space with no residential use. Therefore, the General Development Plan for the LSOP, residential development on Lots 2-7, and a 15-unit apartment building on Lot 5, as proposed, would have less than significant impact on traffic.

The Traffic Study Update (Update) for the Laguna Seca Apartments prepared by traffic engineer, Keith Higgins, focuses data collection for three days on Tuesday through Thursday (September 17-19, 2019) of 24-hour roadway segment volumes on Blue Larkspur Lane, immediately east of York Road and just west of 9833 Blue Larkspur Lane, Wilson Road west of York Road, and on York Road north of SR 68. The LSOP FEIR is referred to as the "1980 EIR" throughout the Update, and is used for the rest of this Traffic section. The Update includes summaries of Daily Traffic Volumes, Contributors to Traffic on Nearby Local Streets, and Actual versus 1980 EIR Forecast PM Peak Hour Traffic Volumes as analyzed in the resulting Raw Traffic Count Data. The data summaries are used in the **Table 1** to provide comparisons of traffic volumes between the 1980 EIR Estimate and 2019 Actual, both on York Road and contribution by the LSOP.

TABLE 1. TRAFFIC VOLUMES – 1980 EIR ESTIMATE FOR YEAR 2000 V. 2019 ACTUAL

Road Segment or Development	1980 EIR Estimate for Year 2000		2019 Actual	
	ADT	PM Peak Hour Trips	ADT	PM Peak Hour Trips
York Road	9,000	1,810	8,779	814
LSOP	3,120	525	1,570	136

The 1980 EIR projected that York Road would carry 9,000 ADT with 1,810 of those trips taking place during the PM peak hour, in the year 2000. The Update shows actual observed York Road traffic volume of 8,779 ADT with 814 of those trips taking place during the PM peak hour, in the year 2019. The 1980 EIR projected the LSOP would generate an estimated 3,120 ADT of which an estimated 525 of those trips would be during the PM peak hour. The Update shows the LSOP generates about 1,570 ADT of which 136 trips were observed during the PM peak hour. (**Table 1**). The Update shows the actual traffic volume carried by York Road is 2.5% less, and the actual contribution of ADT by the LSOP is 50% less than anticipated in the 1980 EIR. Therefore, the severity of traffic-related impacts is not greater, and in fact, is lesser, than had been anticipated in the 1980 EIR.

The data summaries of the Update are used in **Table 2** to provide comparisons of traffic volumes on local streets between the contributing developments of Laguna Seca Ranch Estates 1, York School, the golf course, Laguna Seca Ranch Estates 2, Ryan Ranch, and currently built LSOP. Observed 2019 Actual vehicle trips, as shown in the Update, are listed in **Table 3** to provide comparisons of traffic volumes on local streets between development of offices and apartments on Lots 2-7.

TABLE 2. CONTRIBUTION OF TRAFFIC BY DEVELOPMENT – LOCAL STREETS

Road Segment	Laguna Seca Ranch Estates 1	York School, golf course, Laguna Seca Ranch Estates 2	Ryan Ranch	Existing LSOP Devel.
York Road (North of Wilson Rd.)	-	1,179	114	-
Wilson Road (West of York Rd.)	376	668	2,254	876 ¹
Blue Larkspur Lane (West of 9833 Blue Larkspur Lane)	676	-	-	-
Blue Larkspur Lane (East of York Rd)	676	-	-	1,573 ²
York Road (North of SR 68)	9%	16%	55%	21%

¹ Existing LSOP Devel. contribution of traffic on Wilson Road (West of York Road) is calculated by applying the percentage of traffic counts on York Road (North of SR 68) to 4,174 ADT observed total traffic on Wilson Road (West of York Road) from the Update.

² Existing LSOP Devel. contribution of traffic on Blue Larkspur Lane (East of York Road) is calculated from deducting the total trips attributed solely to Laguna Seca Ranch Estates 1 (676 ADT) from the 2,247 ADT observed total from the Update.

TABLE 3. DEVELOPMENT OF LSOP LOTS 2-7 TRAFFIC VOLUMES – OFFICE V. APARTMENTS

Road Segment	ADT		PM Peak Hour Volume	
	Office	Apartments	Office	Apartments
York Road (North of Wilson Rd.)	1,179	1,179	114	114
Wilson Road (West of York Rd.)	4,174	4,174	396	396
Blue Larkspur Lane (West of 9833 Blue Larkspur Lane)	676	676	54	54
Blue Larkspur Lane (East of York Rd)	3,470	3,125	326	257
York Road (North of SR 68)	8,823	8,478	836	767
SR 68	25,534	25,327	2,364	2,323

The 1980 EIR provides a traffic forecast for neither Blue Larkspur Lane or Wilson Road, nor anticipates residential development on Lots 2-7. However, development contributions to traffic volumes from Laguna Seca Ranch Estates 1, York School, the golf course, Laguna Seca Ranch Estates 2, Ryan Ranch, and the LSOP was contemplated in the 1980 EIR. Once a vehicle is on York Road, traffic disperses between the developments of Laguna Seca Ranch Estates 1, York School, the golf course, Laguna Seca Ranch Estates 2, Ryan Ranch, and the LSOP (**Table 3**). The difference in estimated traffic volumes between office and apartment implementation on Lots 2-7 (**Table 3**) is based on the 2019 Actual observed traffic volumes. The estimated increase

in traffic volume would be 1,223 ADT of which, 136 trips would likely be during the PM Peak Hour, should Lots 2-7 be developed with offices; and 878 ADT of which, 67 trips would likely be during the Peak Hour, should Lots 2-7 be developed with apartments. Development of Lots 2-7 with apartments would likely generate fewer traffic trips overall, and during PM Peak Hour, than would development of Lots 2-7 with offices, as previously contemplated in the 1980 EIR. Therefore, neither the change in potential for Lots 2-7 to be developed with apartments nor the addition of Wilson Road to the road network would cause new significant environmental effects that require major revisions of the 1980 EIR.

6. Conclusion

While the proposed residential development on Lots 2-7 in the GDP and a 15-unit apartment building on Lot 5 had not been previously anticipated in the LSOP FEIR, major revisions are not required. The Physical Solution, as adjudicated by Superior Court of the State of California in and for the County of Monterey (Case No. M664343), is groundwater management that governs the environmental aspects of Seaside Basin groundwater usage. The Court's Physical Solution includes water allotment to the applicant of 320 AFY, of which an average 2.6 AFY per each of Lots 2-7 (15.616 AFY total for the six units) of the proposed GDP could be used if implemented with residential development only. Commercial development on one of Lots 2-7 is estimated to use 2.88 AFY. Therefore, development of Lots 2-7 with residential or commercial or residential/commercial mix would result in less than five (5) AFY of water use per unit, the *de minimis* production determined by the Court as not likely to significantly contribute to material injury to or any interest related to the Seaside Basin.

Although the road network and traffic conditions are different than those contemplated in the LSOP FEIR, the developments feeding traffic volumes have not changed. Traffic volumes fed by Laguna Seca Ranch Estates 1, York School, the golf course, Laguna Seca Ranch Estates 2, Ryan Ranch, and the LSOP were observed in 2019 Actual vehicle counts as less than those projected in the LSOP FEIR (1980 EIR) for ADT and PM Peak Hour; and contribution by the LSOP to traffic volume is less than was projected in the LSOP FEIR for development of either offices or apartments on Lots 2-7.

Therefore, neither new information nor changes in circumstances would cause significant effects on the environment that had not been examined in the certified LSOP FEIR, would increase the severity of previously examined significant effects, nor would cause to identify mitigation measures or alternatives that are either newly feasible or considerably different from those analyzed in the certified LSOP FEIR. The type and intensity of proposed use in the LSOP would cause no new impacts to other resource categories in Appendix G beyond those already disclosed and considered in the LSOP FEIR prepared for CEQA review. Therefore, no subsequent EIR or Initial Study is required as described in Section 15162 of the CEQA Guidelines.

Attachment G

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FINAL
ENVIRONMENTAL IMPACT REPORT
GENERAL PLAN AMENDMENT
FOR THE
LAGUNA SECA OFFICE PARK
DEVELOPMENT
BASE MAP #17

MARCH 1983

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PLEASE RETURN

Prepared for:

County of Monterey Planning Department

KIT. # 80-109

PC-3734 (REZONING)

PC-3834 (GENERAL PLAN AMENDMENT)

SUBD 755

Prepared by:

Scott Lefaver, A.I.-C.P.

565 Chapman Court

Santa Clara, California 95050

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Suggested Mitigation: A preliminary geological report has been completed in order to precisely locate the areas of slope instability; further investigation is recommended to evaluate appropriate setbacks from these areas. Site specific investigations required for areas of possible liquefaction. Furthermore, project should conform with structural earthquake regulations and the County Seismic Safety Elements.

3. EROSION AND RUNOFF

Potential Impact: Removal of vegetation, grading activity, and the addition of impervious materials to the site will result in increased runoff and erosion. Project would increase stormwater runoff from the site and would increase concentrations of urban contaminants and sediments in the runoff.

Parts of the Proposed Office park development are located in a flood prone area.

Significance: Moderate

Suggested Mitigation: Contribute to the improvement of drainage structures immediately downstream from the project site. In addition, a complete drainage plan should be required, with engineer's design and analysis of on site drainage structures to collect runoff. The proposed retention basins which would be developed on site could mitigate impacts of increased runoff and sediments on downstream drainage facilities, depending upon specific detention basin design (not yet available).

4. BIOLOGY

Potential Impact: Impact due to damage to the natural vegetative communities through road construction, home and office site designation.

Significant damage could occur to a valuable area of oak woodland community due to the construction of the office park development.

Significance: Moderate

Suggested Mitigation: Dedicate to the County those areas of the property over 30% slope to scenic easement. Vegetation should be cleared only as required. Cleared areas should be replanted as soon as possible with fire retardant vegetation to assist in erosion control. Once construction on a lot is complete, a landscape concept including planting of young oaks of the same species as those existing should be instituted.

5. VIEWSHED

Potential Impact: The project may alter some of the natural, rural character of the State Route 68 scenic corridor.

The Office Park development would be partially visible from the State Route 68 corridor.

Significance: Moderate

Suggested Mitigation: Specific site design recommendations are suggested, including preservation of open space, protection and preservation of existing trees and a visual barrier along Route 68.

6. TRAFFIC

Potential Impact: The project would generate between 2,500 and 3,900 vehicle trips per day.

Significance: Minor

Suggested Mitigation: A phasing of improvements to Highway 68 as development of the project progresses. Specific improvements are detailed in the mitigation measures, to include recommendations for channelization, coordination of Office Park entrance intersection with Ryan Ranch entrance, traffic signals, fair share funding for State Route 68 improvements, and public transit service.

7. NOISE

Potential Impacts: The Office Park development will be subject to noise levels above the "normally acceptable" range.

Significance: Minor

Suggested Mitigation: Preparation of a detailed acoustical analysis should be required for any residential or professional use to be located within 400 feet of Highway 68, with the assistance of an acoustical technician when design plans are developed. Noise insulation measures also are required.

8. AIR QUALITY

Potential Impact: A cumulative impact upon the decreasing air quality in North Central Air Basin. An increase in air pollutants due to vehicle use.

Significance: Moderate

Suggested Mitigation: Request the regional transit systems serve the site. Design of project should encourage fuel conservation, walking and use of transit systems.

9. WATER AND SEWAGE SERVICE

Potential Impact: The Office Park development would require a new sewage system. The project proposes a wastewater reclamation system whose suitability has yet to be approved by the County Health Department.

Significance: Major

Suggested Mitigation: The proposed sewage reclamation system is subject to the specifications of design and approval of the California Regional Water Quality Control Board and County of Monterey Health Department. Certification from the Bishop Water Company stating that they will serve the development must be obtained. The water system must meet County standards. Suggested water conservation measures also are included.

10. POLICE, FIRE, SCHOOLS

Potential Impact: The Office Park development will have a minimal impact on police and fire services and no impact on school services provided through the County of Monterey.

Significance: Negligible

Suggested Mitigation: None.

11. ENERGY

Potential Impact: The proposed development of the project would result in construction, operational and transportation energy consumption. Of these three categories, operational and transportation related energy consumption would be the most significant, since they would extend over the life of the project.

Significance: Moderate

Suggested Mitigation: The developer should review solar design options and incorporate them into building designs. Other energy conservation measures should be considered. Public transit use and encouragement of car pooling would aid in minimizing energy use.

12. PUBLIC SERVICES

Potential Impacts: The Office Park development would add to the cumulative impact of providing services to the area.

Significance: Moderate

Suggested Mitigation: A plan for providing services to include details of funding, timing and implementation is needed. The plan should be coordinated with other agencies currently providing services to the area as well as with the County of Monterey.

13. FISCAL

Potential Impacts: The proposed project will generate more revenues to the County of Monterey than the costs incurred to the County of Monterey. This is primarily as a result of the creation of property tax revenues without the commensurate cost in public services. The reduction in public service expenses to the County of Monterey is primarily because the developer assumes, or passes on, many of the public service costs through entities other than the County of Monterey. The development will also add jobs to the local economy.

Significance: Positive

Suggested Mitigation: None

1.0 INTRODUCTION

1.1 Forward

This Environmental Impact Report has been prepared in compliance with the California Environmental Quality Act of 1970 (CEQA), as amended, to inform public decision makers and their constituency of the environmental effects of projects they propose to carry out or approve. The purpose of an Environmental Impact Report is to identify only a project's significant effects on the environment, "significant effects" being defined as "substantial adverse impact(s) on the environment." Therefore, this report identifies and discusses in detail those subjects considered to be significant. The initial study, included as Appendix A, indicates those subjects not considered to be significant and therefore not covered in detail in the body of this Report.

This EIR is being prepared on the proposed General Plan amendment to allow a 54 acre office park development in the Laguna Seca Ranch. The County of Monterey is the lead agency in processing this Environmental Impact Report.

An environmental impact report may not be used as an instrument to rationalize approval of a project, nor do indications of adverse impacts necessarily require that a project be disapproved.

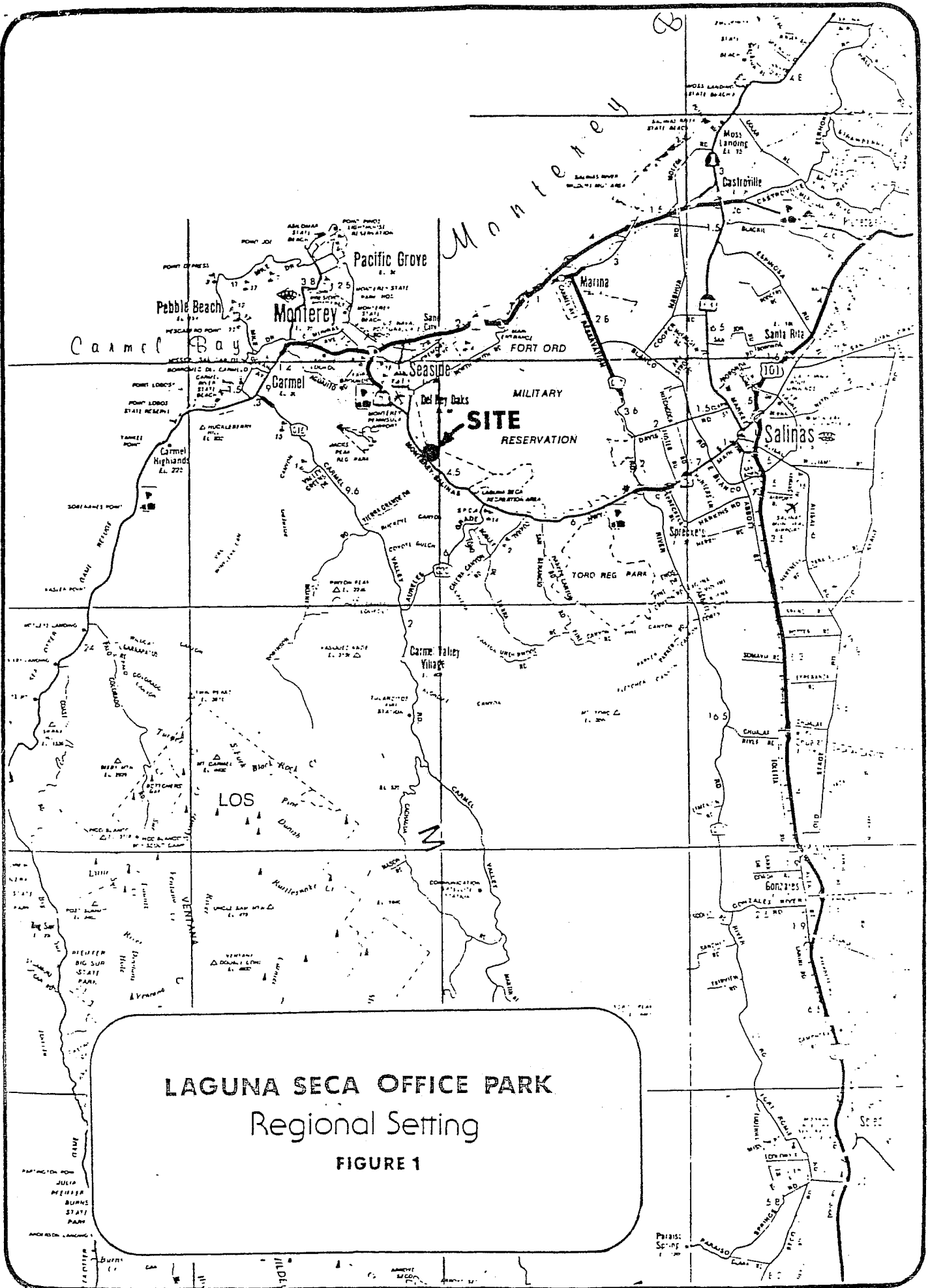
1.2 Project Description

1.2.1 Site Location and Description

The project site, Laguna Seca Office Park, is a 54⁺ acre parcel located along Highway 68 adjacent to the City of Monterey and within the jurisdiction of the County of Monterey.

The proposed Office Park is adjacent to the Laguna Seca Ranch. The regional location is illustrated in Figure 1.

The Office Park site extends from York Road (the present Monterey City Limits) eastward for a distance of .5 miles. The site is bound by the existing Laguna Seca Ranch Estates No. 1 and the Laguna Seca Ranch Estates No. 2 on the east, by York School on the north, by York Road and the Ryan Ranch Industrial Park Development (located in the City of Monterey) on the west, and by Highway 68 on the south. The area to the south, along Highway 68, has been dedicated as an easement for future road construction to the proposed take line. The site is recognizable by the 8 foot high red picket fence with a white top which extends along the entire Highway 68 frontage.



LAGUNA SECA OFFICE PARK Regional Setting

FIGURE 1

1.2.2 Background

The proposed Office Park is owned by the Bishop, McIntosh and McIntosh partnership. A golf course adjacent to the Park is also owned by the partnership, but is under lease to Nick Lombardo. The school, 20 acres in the northwest corner, is owned by York School. Laguna Seca Ranch Estates No. 1, 46 lots on 39 acres near the southwest corner, is owned by 46 individuals or families, with appurtenant open space owned by a Home Owners Association. Laguna Seca Ranch Estates No. 2 (49 lots on 135 acres) was developed in 1980. Some lots in Unit 2 have been sold and several homes are under construction, however none have been occupied or completed as of August 1, 1982. The Laguna Seca Ranch was acquired by Frank Bishop in 1953; the subdivision was created in 1962, the York School in 1964, and the golf course in 1969. York Road, a 1500 foot long, 70 foot wide strip, is owned by the U.S. Government and is a part of Fort Ord.

1.2.3 Proposed Project Development

The proposed development consists of 260,000 square feet of office space located on 54 acres at the south westerly section of the Laguna Seca Ranch. The professional offices will include financial institutions and business offices to be developed on 19 lots ranging from .6 to 2.6 acres. The lots will be sold or leased for the construction of custom designed buildings. The Tentative Subdivision Map for this office park development is included as Figure 2.

The development also proposes two single family lots (20 and 21) to be located adjacent to the existing Ranch Estates No. 1. The probable gross office space (260,000 square feet) was calculated at an average of 20% ground coverage, with 10% designated as two story. Table 1 details the uses at the site.

Lots 1 through 19 are proposed for office and professional uses and two lots (20 and 21) for single family uses adjacent to the existing Laguna Seca Ranch Estates No. 1. The average size of the office park lots is 1.46 acres, the smallest of these lots being .66 acres. Lot 20 is proposed for .82 acres and Lot 21 for 1.08 acres for single family homes.

The site is accessed along the existing York Road to the proposed Blue Larkspur Lane. The area south of this roadway will remain as open space until such time as area for expansion of Highway 68 is needed. The highway entrance to Laguna Seca Ranch Estates will be closed upon construction of Blue Larkspur Lane from York Road. (Refer to Figure 2.)

FIGURE 2



Table 1
Use Proposed for Office Park Development

Use	Net Acres	Percent
Roads	4.45	8.2
Common Drives	0.25	0.5
Freeway Take	8.85	16.1
Open Space	11.66	21.2
R-3 Lots (Office)	27.80	50.6
R-1 Lots (Single Family Homes)	1.40	3.5
TOTAL	54.91	100.0

1.2.4 Neighboring and Vicinity Land Use

The land in the vicinity of the project site, with its pastoral, semi-rural setting and attendant qualities (grassy meadows, oak groves, steep chaparral-covered slopes and pine forest), is a contrast to the urban city of Monterey. The area always has been a source of visual enjoyment for those passing by it on Highway 68, which was declared a Scenic Highway by the State of California in 1969.

The properties surrounding Laguna Seca Office Park are varied in their type and intensity of use. Generally, much of the land currently is undeveloped and/or in limited residential and agricultural use. However, there has been much planning activity on the part of landowners of the area, and there is evidence that substantial development could occur in the future.

The project site is within the former Monterey II Planning Area, located along the Highway 68 corridor. In March of 1976, the City of Monterey adopted its Monterey II Plan for this area. Based upon this plan a number of development proposals were prepared for almost 85% of the 8,300 acre Monterey II area over the last two decades. These proposals covered all of the 5 major land holdings in this area (Work Ranch, Lit Ng, Hidden Hills, Laguna Seca Ranch and Pebble Beach Corporation Properties). However, in November 1981 the people of the City of Monterey repealed the Monterey II Plan. Therefore, the future development of the surrounding area is unknown. Development can occur within the County as designated by the County's General Plan. No high intensity urban development can take

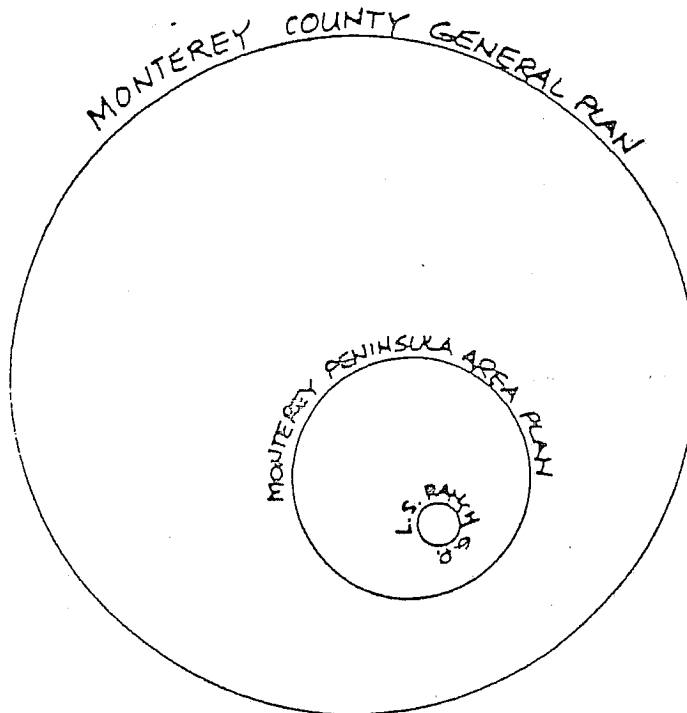
place within the County at the present. The land holdings and neighborhood vicinity are illustrated in Figure 3 and are discussed below in Section 3, Cumulative Impacts of this Report.

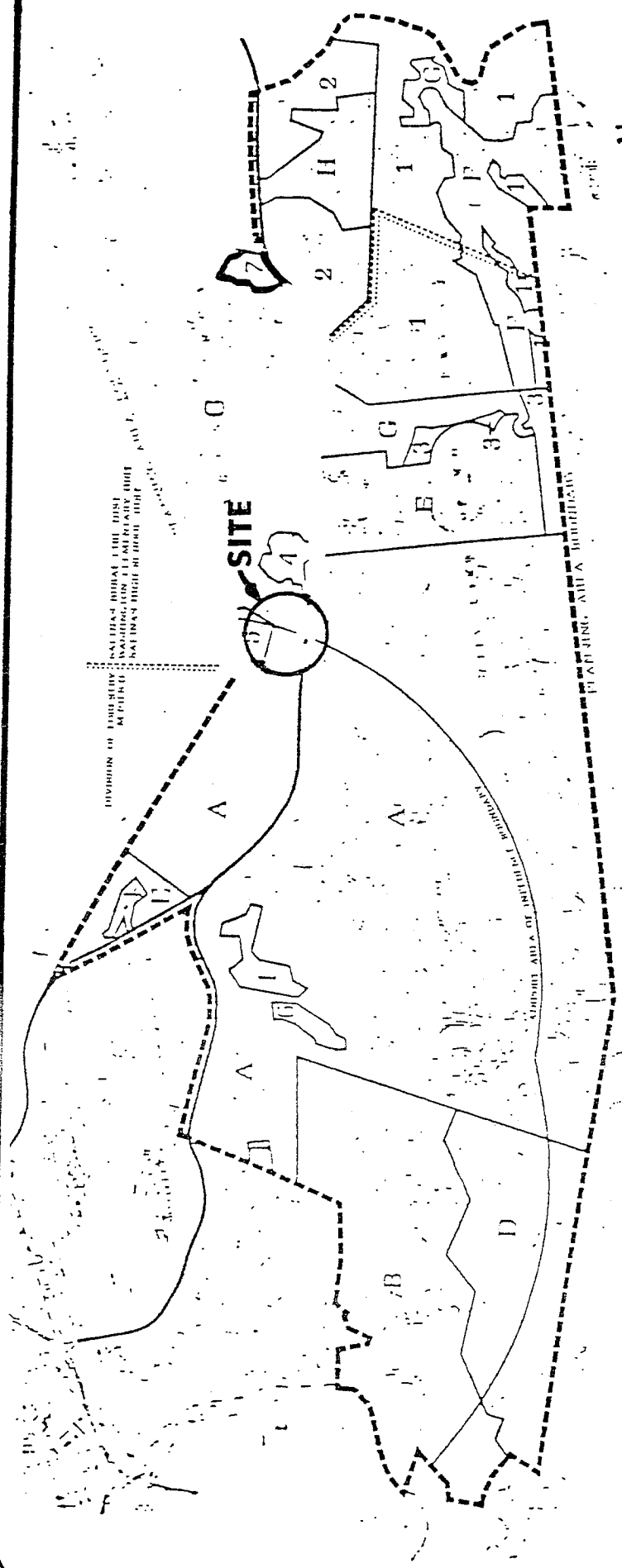
Also within the project site vicinity is the Monterey Peninsula Airport, located approximately 2 miles west of Laguna Seca Ranch.

1.3 Land Use and Planning

1.3.1 Planning Process, County of Monterey

Planning documents in Monterey County become more specific as the size of the area covered decreases. Within the overall Monterey County General Plan (November, 1968) encompassing 2,127,360 acres, there is the Monterey Peninsula Area Plan (July, 1966) which encompasses about 160,000 acres including, as urban areas, the cities of Carmel, Monterey, Marina, Seaside, Del Rey Oaks, Pacific Grove, and Sand City. Within both of these plans is the Rancho Laguna Seca Plan, the 1005-acre Ranch Plan for Laguna Seca adopted in May, 1967 as the detailed land use plan for the Ranch within the Monterey Peninsula Area Plan within the overall County General Plan.





Legend
Ownerships and Jurisdictions

- | | | | |
|---|---|---|--|
| A | T.A. Work Estate | H | Society for the Prevention of Cruelty to Animals |
| B | Monterey | I | Monterey Peninsula Unified School District |
| C | Ryan Ranch | J | Other Private Owners |
| D | Torrey Flats | 1 | Hidden Hills North |
| E | Del Monte Properties Co. (Aguajito) | 2 | Laguna Seca Estates No. 1 |
| F | H.P. & Leonard McIntosh (Laguna Seca Ranch) | 3 | Hidden Hills West |
| G | County of Monterey (Locks Pecis Park) | 4 | Laguna Seca Ranch |
| H | San Juan County (Laguna Seca Ranch) | 5 | Locks Pecis Park |
| I | San Juan County (Laguna Seca Ranch) | 6 | Hidden Hills North |
| J | San Juan County (Laguna Seca Ranch) | 7 | Hidden Hills West |

LAGUNA SECA OFFICE PARK
Project Site Vicinity

FIGURE 3

The planning process that would allow development of the proposed Office Park would require a General Plan amendment to the Rancho Laguna Seca General Plan to change the "suburban Residential 2-4 units/acre" designation to a "Professional Office" designation. Redesignating the Rancho Laguna Seca General Plan will require amendment of the sectional plan and overall Monterey County General Plan which encompass it. The sectional plan is the Monterey Peninsula Area Plan (The Peninsula Tomorrow) and the designation would change from "Rural Residential--one unit per acre" to "Administrative--Employment Center", a map change with no text revision required (see the Plan text, page 46). The Monterey County General Plan would change from "Rural Residential" to "Urban" with no text change necessary.

Following these plan amendments the required zoning change, to permit the Office Park uses, would be legal under California Planning Law, subject to approval of the Board of Supervisors. Individual lot owners would be required, under proposed zoning to apply for a Use Permit for the specific office use. A proposal by the developer includes an Office Park Owners' Association for control and maintenance of common lands, easements, and design standards.

1.3.2 County of Monterey, Applicable Plans and Policies

The Monterey County General Plan was adopted by the Board of Supervisors in October 1968, and is currently undergoing a major revision. Having been written more than a decade ago, the General Plan is outdated. Many of the policies and objectives established in years past are still being used. However, most of the State-mandated General Plan Elements have been completed since the time the original plan was written and, thus, policies contained in the elements are more current than the original land plan.

To assure a well-balanced County, the primary objective of the General plan is: "To assure orderly and beneficial development of the County and to protect the character and the physical, economic and social stability of land use in Monterey County." The on-going General Plan update will make current the County's land use policies. The County also will be faced with the task of coordinating existing technical reports and elements into a single comprehensive document.

The County has completed various State-mandated General Plan Elements since the time their original plan was adopted. These County Elements are as follows:

- a) Conservation/Open Space Element, March 1974
- b) Scenic Highway Element, June 1974

- c) Safety Element, October 1975
- d) Noise Element, November 1975
- e) Seismic Safety Element, December 1975
- f) Housing Element (not adopted)

The current County General Plan Revisions will review and update these documents where needed.

Other relevant County of Monterey General Plan elements are discussed below.

Historical Element. The Monterey County General Plan Historical Element was adopted in August of 1974. The objective of this element is to retain the romance, culture and heritage of Monterey County by encouraging the restoration and preservation of historical building sites and other historical components. Although a primary historical site is noted on Page 8 in the Corral de Tierra area, no historic sites are located on this property. In addition, no archaeological sites were noted during a field review of the property.

Circulation Element. The Circulation Element of the Monterey County General Plan was adopted in 1968. The objective of the element is to plan a circulation system which will provide safe, efficient and economic movement of people and goods, while at the same time recognizing, incorporating and retaining the natural beauty of the County. For more detail, refer to "Principles and Standards of the Circulation Element," number 5-10 on Page 7 of the Monterey County General Plan, and Section 2.7, Traffic and Circulation, of this Report.

Scenic Highway Element. This plan is the result of the concern of residents within Monterey County for the preservation of scenic values. Objectives of the Scenic Highway Element are given on Page 13 of that Element. Condensed objectives that relate to this project are:

1. To maintain and enhance the scenic route as an integral part of the setting through which it passes, without imposing undue restriction on private property.
2. To recognize scenic routes in Monterey County as part of a chain for scenic routes in California.

The nearest designated scenic roadways are: Laureles Grade Road, a Scenic County Road; and Highway 68, a designated State Scenic Highway. The proposed project site is located within the scenic corridor of that roadway. The Scenic Highway Element provides that, within a scenic corridor, all utilities should be placed underground and architectural and landscape control should be

exercised; and use of natural vegetation and sensitive site selection are encouraged. A detailed discussion of viewshed is presented in Section 2.6 of this Report.

Noise Element The five basic noise-related goals of Monterey County are discussed on pages 24 and 25 of the Noise Element.

The proposed project is in an area of special concern, according to the Monterey County Noise Element. An area of special concern is an area having noise sensitive characteristics, which also is impacted by noise sources to varying degrees. Therefore, these areas are recommended to be given special concern in evaluating their land use activity.

The noise environment at the project site consists of traffic noise from Highway 68 and both general aviation and commercial jet aircraft flyovers. The site lies outside the adopted Zone of Influence of the Airport Land Use Commission, which ends at York Road west of the project area. Aircraft-related noise levels may be an occasional nuisance in vicinity of the project site. For a more detailed discussion of Noise Impacts, refer to Section 2.9, Noise and Airport Safety, of this report.

Conservation/Open Space Element. This element is designed to assure that adequate open space is provided for all urban and rural areas in Monterey County. The general open space policies of Monterey County that apply to the project are as follows:

4. To encourage the incorporation of open space in all types of development.
5. To help retain the rural atmosphere of the County through the use of open space.
8. To encourage open space through the clustering of development, with passive and active recreational areas.
10. To establish open space patterns which will complement the locations of future developments.

These policies were established as a means of preserving and protecting open space. Further details of each environmental concern will be covered in the "Environmental Setting" section of this Report.

Recreational Trails Plan. The Recreational Trails Plan for Monterey County was adopted in 1971. It should be noted that the Conservation/Open Space Element incorporates, in a more general way, the specific items mentioned below. Plans recommended by the Recreational Trails Coordinating Committee which are pertinent to the proposed development are as follows:

1. Riding Trails Along Shoulders of Public Rights-of-Way.
2. Bicycling Strips Along Shoulders of Public Road Rights-of-Way.
3. Riding and Hiking Trail Reservations Within Scenic Easement Conveyances to the County.

Safety Element. The Safety Element of the Monterey County General Plan dictates guidelines for the protection of the community in the event of fires, earthquakes, flooding and other civil emergencies. The following principle is central to the development and implementation of the Safety Element:

Monterey County should actively develop, implement, and support measures which are desirable or necessary to minimize risk from natural hazards to persons, property, public services, and resources.

Three basic hazards have been identified by the Element:

Wildland Fire Hazards, Geologic Hazards and Flood Hazards. Discussion of these hazards are included with the Environmental Setting, Section 2 of this document.

Seismic Safety Element. The general goal of this element is to reduce loss of life, injuries, damage to property, and economic and social dislocations resulting from earthquakes. The seismic hazards associated with the Laguna Seca area are shown in Table 2.

Table 2
Geotechnical Hazards
Identified at the Laguna Seca Office Park Site

Hazard Type	Hazard Severity ⁺
Faulting	
Subsidence and Uplift	Moderate to Major
Ground Shaking	
Vibration Damage	Major
Ground Failure	
Liquefaction	Major
Lurch Cracking	Minor to Major
Lateral Spreading	Minor to Major
Slope Stability	Minor to Major

⁺ Hazards occur locally. Further investigation is needed to identify whether the hazard is severe on the project site.

Further discussion of these hazards and their relation to the proposed development is included in Section 2.2, Geology, of this Report.

1.3.3 General Development Plan for Laguna Seca Ranch

In 1959 a General Development Plan for Laguna Seca Ranch was approved by the County of Monterey. The plan proposed a range of 1445-1580 units, neighborhood commercial, a golf course, elementary school, and a riding stable. In 1961 a final map was filed with the County for 46 lots. A tentative subdivision map was filed in 1964 for 48 more lots, but later expired. The 1959 plan was amended in 1967 to provide a range in total residential units from 1218 to 2452. A tentative map for 60 lots was filed on this amended plan in 1968, but it too expired for failure to act within the specified time period.

There are no specific development plans at present for the remainder of Laguna Seca Ranch.

1.3.4 Other Applicable Plans and Policies

The project may affect the Cities of Seaside and Del Rey Oaks, particularly in regard to traffic, runoff and water supply. Policies pertaining to these topics in the General Plans of the Cities of Seaside and Del Rey Oaks were reviewed to determine possible conflicts with the project. Conflicts and issues pertaining to the project are discussed below.

- o Increased erosion hazard, water runoff, siltation and construction of storm drainage facilities on Canyon Del Rey watershed would be impacted.
- o Seaside seeks to improve and protect the water quality in Laguna Grande and Roberts Lake. The project would contribute runoff containing contaminants and sediments to these lakes.
- o Coordination among local jurisdictions in preventing channel erosion and siltation in Canyon Del Rey due to increased runoff from development in upland areas will be necessary.
- o Increased traffic problems along Highway 218 may result from project development, including (1) stacking of traffic on State Route 218 due to left turns onto Fremont Avenue; (2) increased traffic on State Route 218 and related noise effects.

The Monterey Peninsula Airport District operates the Monterey Peninsula airport, which serves the Peninsula and those areas immediately surrounding. The Monterey Peninsula Airport Master Plan presents the types and schedules of developments recommended for the airport for the 20 year period from 1975 to 1995. Both the Airport District and the Airport Master Plan encourage coordination with adjacent communities in order to establish compatible land uses in the airport environs and to accommodate the projected growth in all phases of commercial and aviation demand for the region served by the airport. The developer has coordinated with the Airport Commission and has indicated that he will sign agreements with that Commission.

The Monterey County Transportation Plan, a regional transportation plan, is a systems plan addressing transportation needs from 1978 to 1995. The plan was adopted on October 4, 1978, by the Monterey County Transportation Commission Advisory Committee in an effort to coordinate comprehensive transportation planning to meet future regional needs.

The Monterey County Economic Development Policies. In January, 1982 the County Board of Supervisors adopted a number of economic development policy statements which are applicable to this proposed General Plan change and Office Park development. According to these policies the County shall:

- a. Support the retention and expansion of the viable and attractive tourist, retail trade, consumer and business establishments, and existing businesses.
- b. Promote the continued growth of compatible industry on sites designated for industry and commerce and incorporate this policy in its General Plan.
- c. Encourage positive governmental procedures which do not inhibit expansion and/or initiation of economic growth.

According to the Monterey County Economic Adjustment Strategy, prepared for the Monterey County Board of Supervisors by the Title IX Sudden and Severe Economic Dislocation Committee (August, 1981), there have not been a sufficient number of jobs produced to match increases in the labor force. This labor force expansion is mainly due to an increasing number of Monterey County residents entering the labor market rather than in-migration. According to this report, one way to increase jobs that will benefit the labor force will be to encourage small businesses. The Office Park would accomplish that objective.

Association of Monterey Bay Area Governments (AMBAG) is involved in continued planning, research and technical assistance to the area's governments, and has published numerous reports in an effort to develop cooperative regional land use planning.

1.3.5 Zoning

The site proposed for the Office Park development is currently zoned "K-B-4-D-V" (Agricultural Residential) 500 feet deep along Highway 68, and "T-V-B-4" (Transitional) beyond. After General Plan amendments have been approved new zoning designation to allow Professional Office can be requested.

1.4 Project Economics

The fiscal impact of the proposed office park will be positive, because the revenues generated by the project will exceed the costs to Monterey County for supporting the project for an annual surplus of \$80,000. This is primarily a function of commercial land development which does not, in and of itself, create a population-based demand for services.

Low costs will be generated by the project, since the developer plans to provide most of the urban services through private utilities or some form of assessment district, thereby relieving the County of the responsibility for providing such services. There will be some degree of cost associated with the use of County (as well as City of Monterey) streets for commute purposes to the proposed project. These costs cannot be projected, but they are offset to some degree by general government and "other costs" which were considered.

While cost of the sewage treatment improvements will fall on the developer, the Regional Water Quality Control Board will only approve "private" systems if a governmental agency agrees to monitor and accept responsibility for management. In this instance a County Sanitation District would need to be formed, and managed by Monterey County Department of Public Works. Fees could be charged to allay costs.

Revenues will be generated by the project in several ways, the most important of which will be via the property tax. In addition, there are sales tax subventions and other taxes attributed to the business users of the project which will accrue to the benefit of the County of Monterey, and the total of these revenues will outweigh the projected costs to the County.

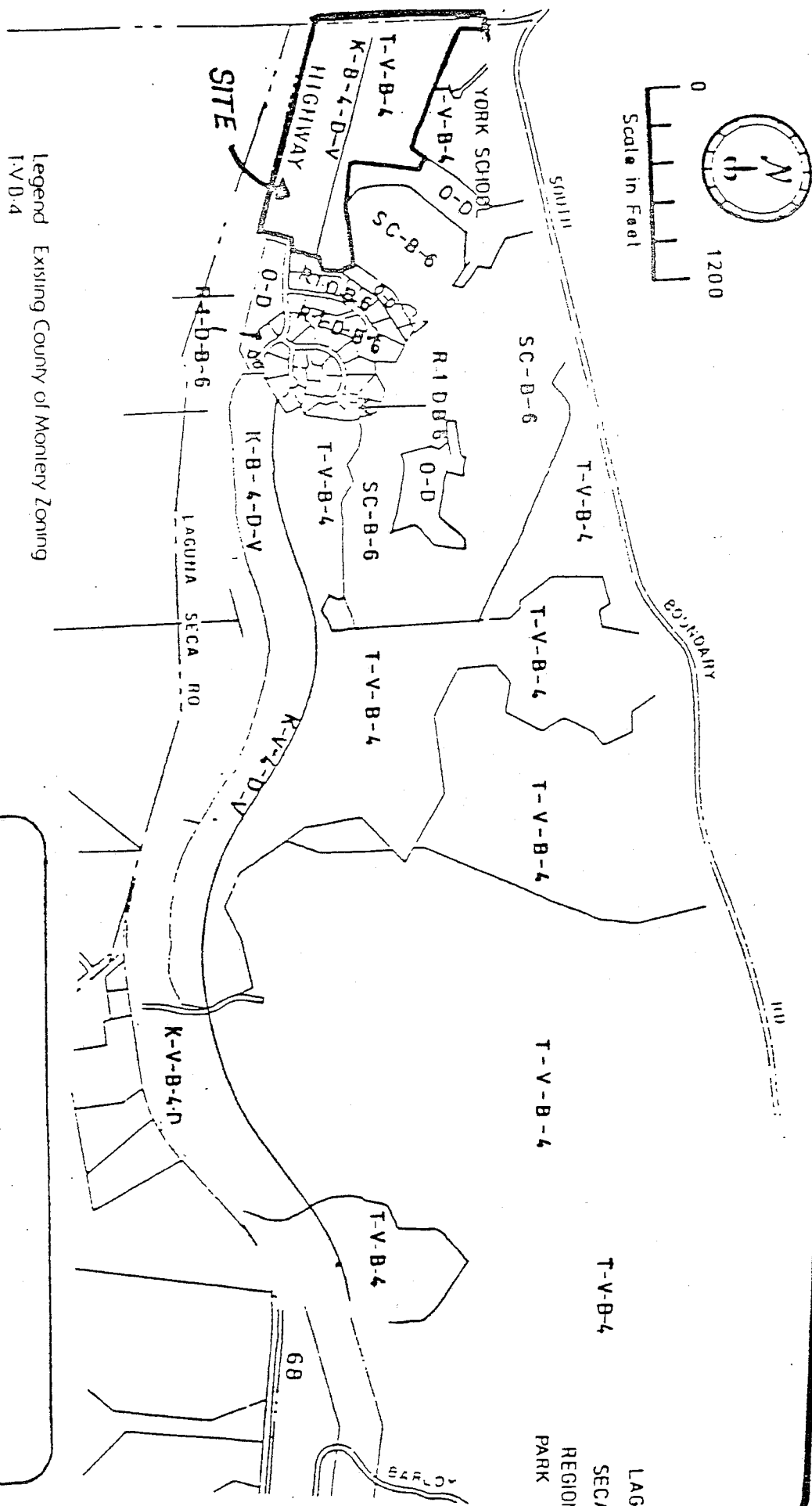
1.5 Economic Impact Upon the Monterey Area

The Office Park development has the potential of creating 1,000-1,200 new jobs. This estimate may vary, depending upon the type and size of office activities.

LAGUNA SECA OFFICE PARK Existing Zoning

FIGURE 4

Legend Existing County of Monterey Zoning
 T-V-B-4
 K-V-B-4
 O-D
 SC-B-6
 R-1-D-B-6



2.0 ENVIRONMENTAL SETTING

2.1 Regional Setting

Laguna Seca Office Park lies along the north side of Highway 68, about two miles east of the Monterey Airport and 2.5 miles southeast of the City of Seaside. The York School abuts the northerly line of the property. The Laguna Seca County Park is approximately 4 miles to the east. The intermittent stream of Canyon del Rey lies along the southerly edge near Highway 68. This stream has an incised channel about 20 feet deep which contains the flood waters and prevents flooding of the valley floor. The property rises in elevation from the floor of Canyon del Rey toward the north.

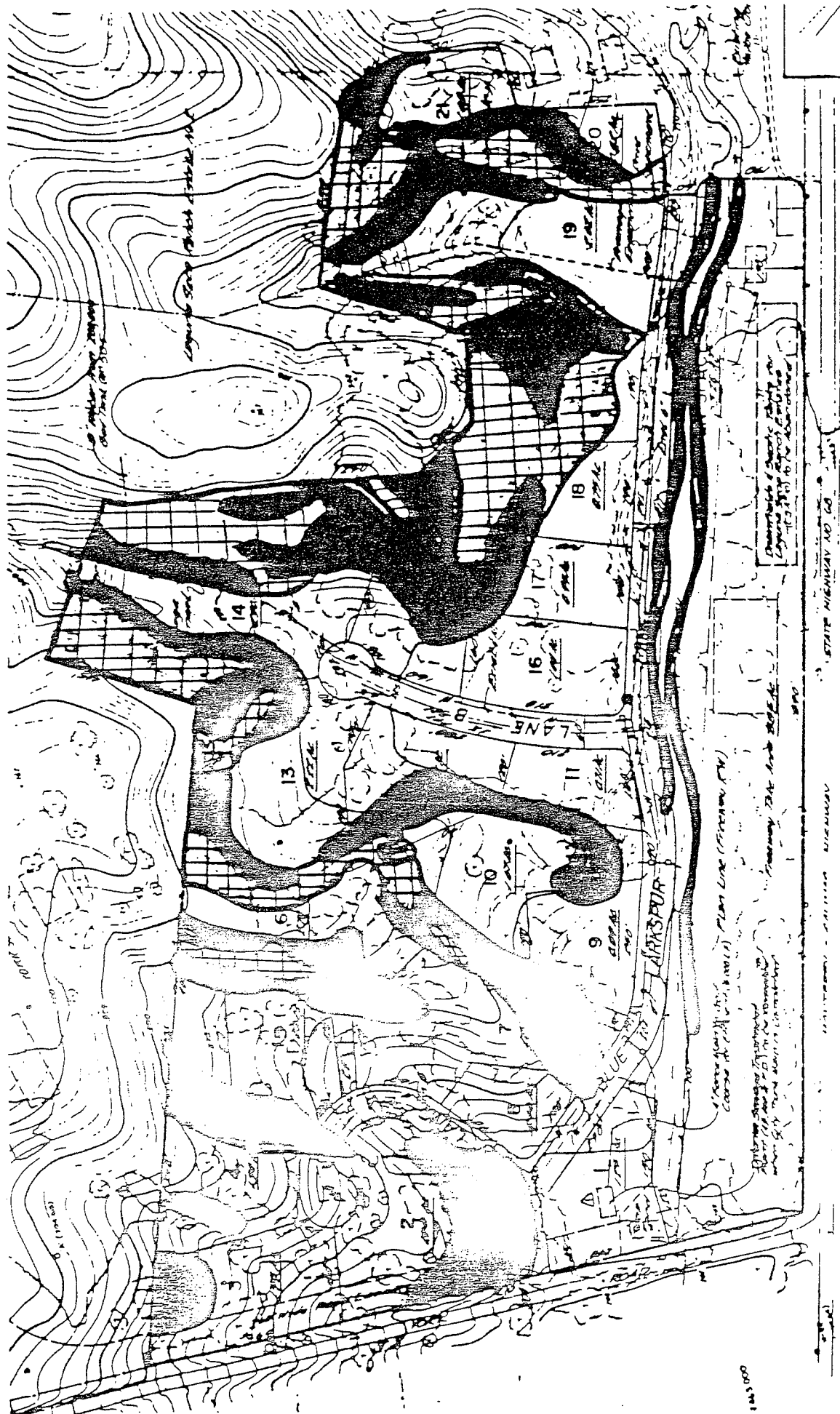
South of Highway 68 the hills rise abruptly to a height of 880 feet and are covered heavily with brush. This vegetative cover serves to control runoff into Canyon del Rey from this long ridge. Figure illustrates the topography of the project site.

2.2 Regional Geology

The Monterey Peninsula is located on the northern end of the Santa Lucia Mountain Range within the Coast Ranges Geomorphic Province of California. This province is a linear system of more or less parallel and discontinuous mountain ranges and intervening valleys trending northwest/southeast and extending from the Klamath Mountains in the north to the Traverse Ranges in the south. The geologic structure of the Coastal Ranges is highly complex. The rock masses have been closely folded, substantially eroded, and broken into fault blocks.

The project site is located south of geologically young continental deposits between Salinas and Monterey. These poorly indurated sediments of Pliocene through Recent age overlie much older marine sedimentary rocks of Miocene age at various depths throughout much of this area. Thin bedded marine shales and siltstones of the Middle Miocene Monterey Formation are exposed at the surface throughout most of the ridge area to the south between Canyon Del Rey and Carmel Valley. These older rocks have been uplifted along the northwest trending Chupines Fault, which cuts through the Canyon Del Rey area.

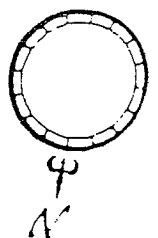
In common with the remainder of California, the site is within a region of high seismic activity. The Coast Ranges include numerous northwest trending faults. The San Andreas Fault, which is the most notable, extends for more than 600 miles. The San Andreas Fault passes through the area between Salinas and Hollister about 25 miles from the project area.



LAGUNA SECA OFFICE PARK
Local Vicinity Topography

FIGURE 5

SLOPES
Under 20%
20% to 30%
30% & over



Regional Faulting

The two largest faults in the County are the active San Andreas fault, along the eastern edge of the county, and the Palo Colorado-San Gregorio fault zone, which lies along the coast.

Between these two boundary faults lies a network of many parallel faults of different lengths and types. Some lie wholly within crystalline rocks, some in the sedimentary and some cut in both. Some are buried beneath the valley alluvium.

Information pertaining to regional faulting which threatens property and human life is summarized in Table 3 (Jennings et al., 1975; Green, 1977). Figure 7 illustrates the regional faulting.

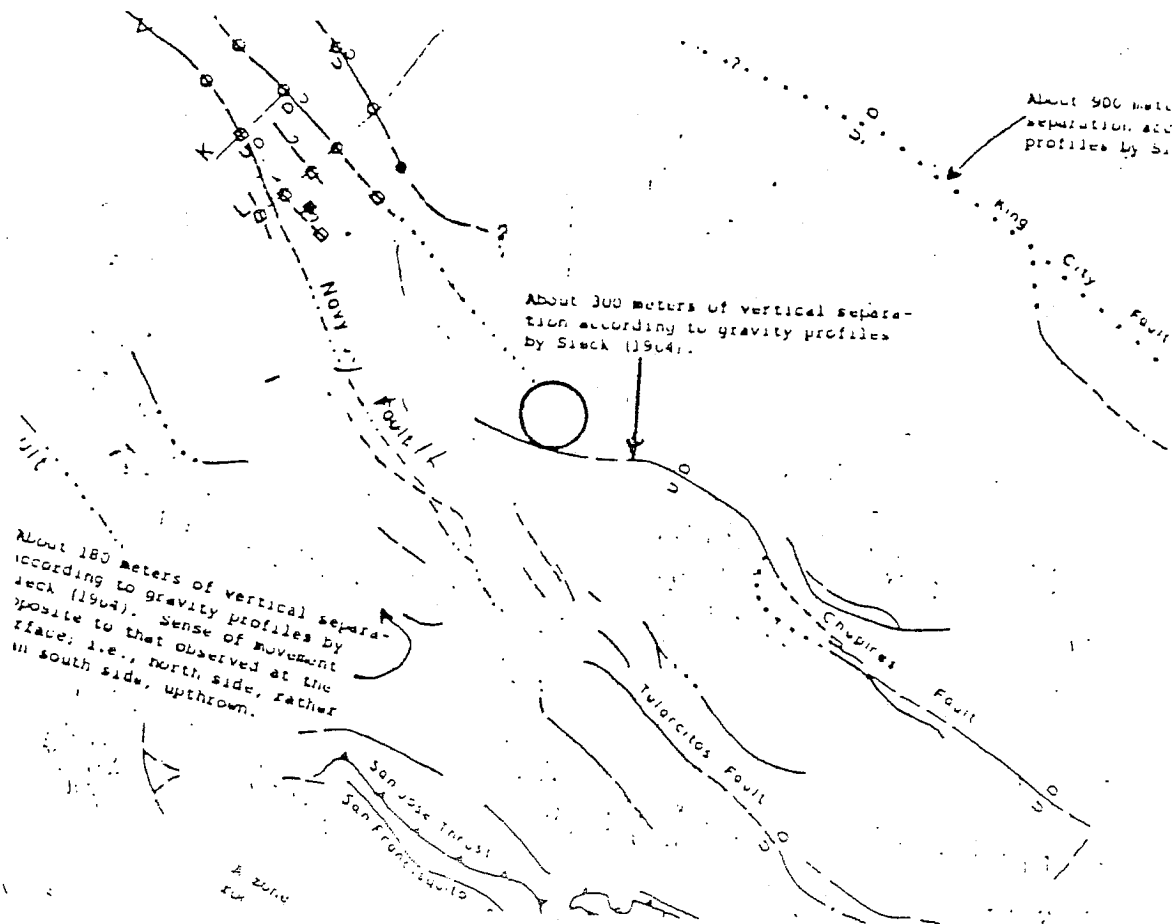
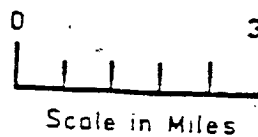
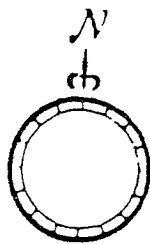
Local Faulting. Many small, inactive faults lie wholly within Miocene shales and form a secondary network of faults whose orientation is nearly at right angles to the northwest/southeast trend of the larger faults. Figure 6 illustrates the local area faulting.

Table 3
Regional Faulting

Faults and Fault Zones	Least Miles From Project	Maximum Richter Magnitude	Susceptibility to Property Damage
San Andreas System**	23.1	7+	Extreme
Vergeles	22.3	6	Extreme
Sargent	24.4	5 to 6	Extreme
Monterey Bay	8.4	5 to 6	Extreme
Palo Colorado	13.9	6 to 7	Extreme

**Includes the Hayward and Calveras Faults.

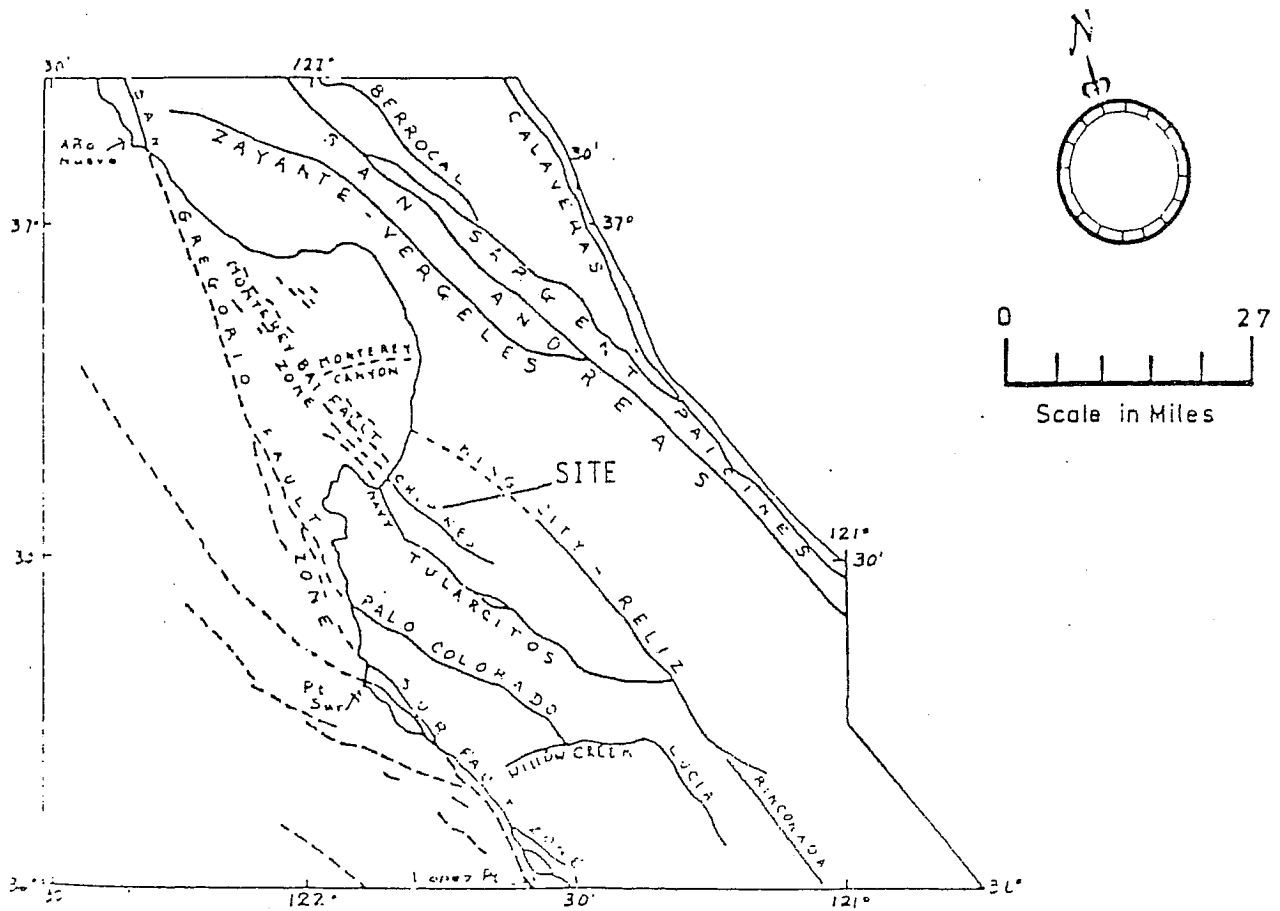
In the general Hidden Hills area, Clark and Dibblee (1974) mapped 6 faults between Cypress Point and the northern limit of the City of Seaside, all of which they considered to be potentially active. The faults identified by Clark and Dibblee include the Cypress Point, Navy, Berwick Canyon, Chupines, Seaside and Ord Terrace faults.



LAGUNA SECA OFFICE PARK Local Faulting

FIGURE 6

Modified after Greene and others (1973)



Major Fault Zones
Monterey Bay and Vicinity
Compiled after Buchanan-Banks et al 1978

LAGUNA SECA OFFICE PARK

FIGURE 7

Source: Richard R. Thorp, Consulting Geologist

The Chupines fault is about 11 miles long and offsets Pleistocene strata against the older Miocene shales. It begins in the mountains northeast of Carmel Valley, cuts through Hidden Hills a short distance south of Highway 68, follows along Canyon del Rey Boulevard and into Monterey Bay.

Site Geology

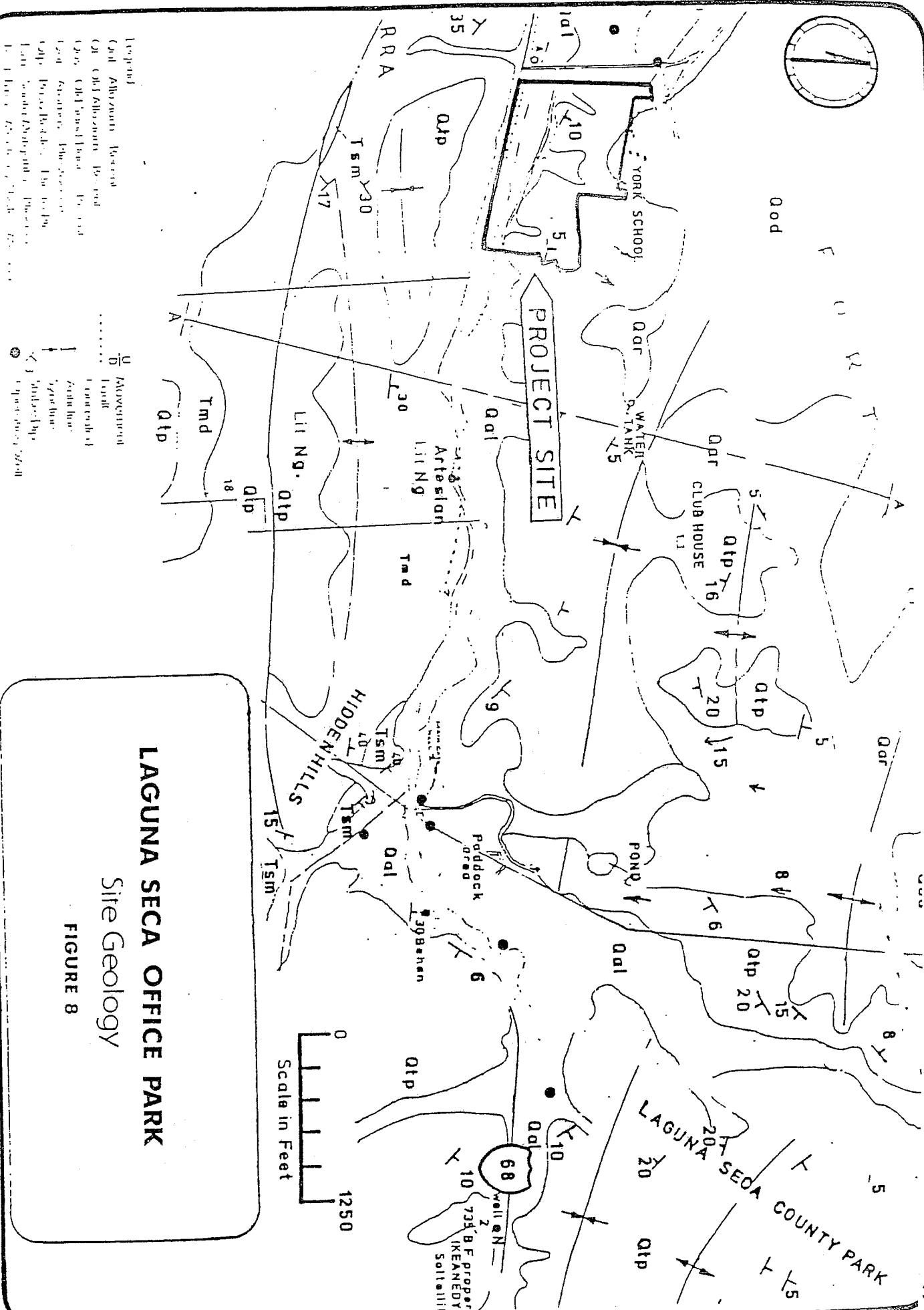
Three geologic units occur within the general project area. In order, from oldest to youngest, these are: non-marine sediments of Plio-Pleistocene age (equivalent to the Paso Robles Formation and the Aromas Sand); alluvial terrace deposits of Pleistocene and Recent age; and Recent soil materials, predominantly tributary canyon and stream channel alluvium. Figures 8 and 9 illustrate the geological setting at the site.

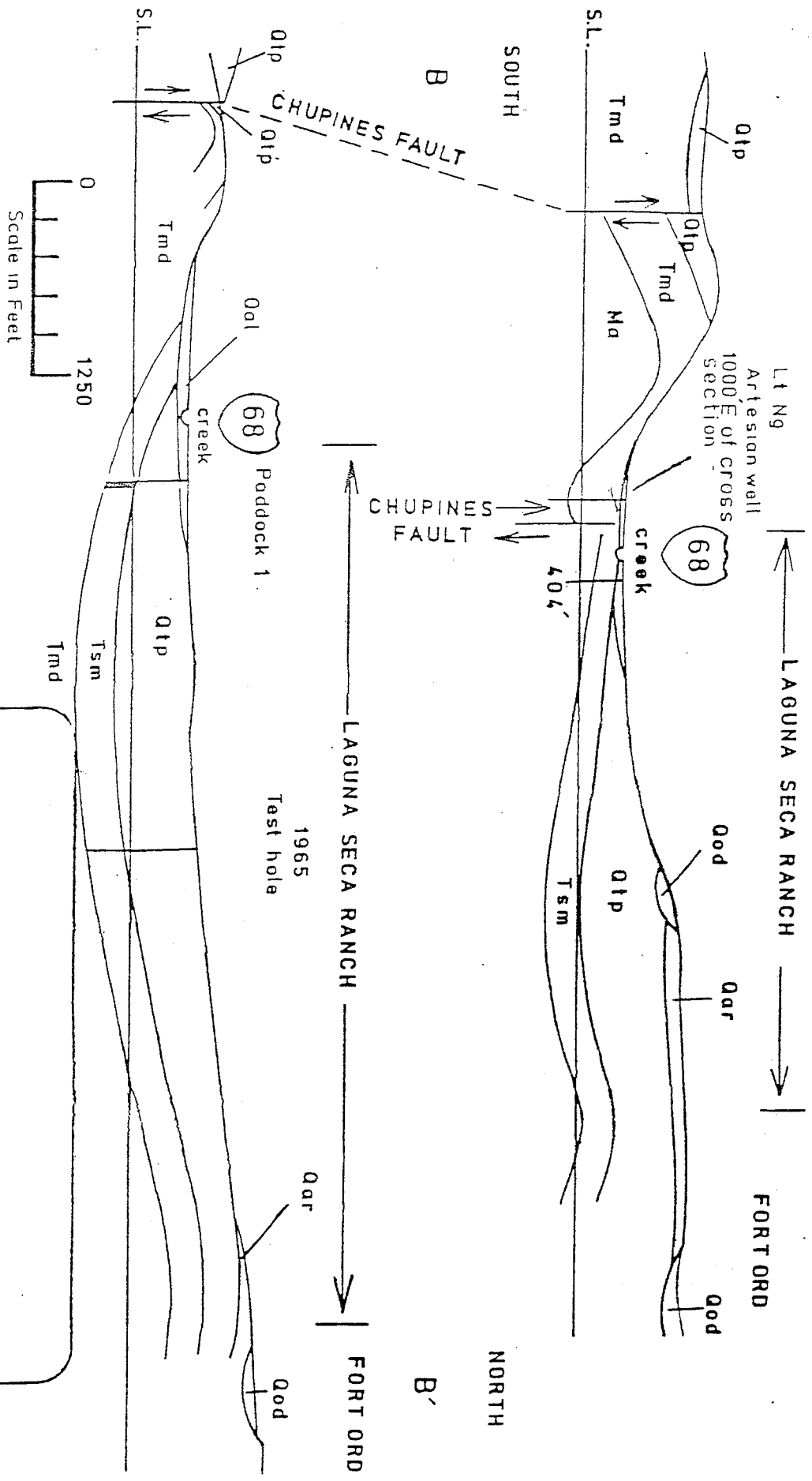
Sixty to seventy percent of the ranch property is underlain by non-marine sedimentary deposits of the Plio-Pleistocene age. The bedrock underlying the hills consists of a gently folded sequence of soft to moderately indurated sands, clays and gravels of the Aromas and Paso Robles stream-laid formations of Pleistocene age. These are capped in the higher elevations, near the westerly boundary, by two patches of red-brown soft old sand dunes, one of which is occupied by York School. Materials are probably not over 30 feet thick.

The Recent soil materials present consist of reddish brown silty and clayey to fairly clean sand and clayey to sandy silt. The sand is generally fine to medium grained, but is locally coarse grained and pebbly. The predominant material type present is a fairly homogeneous, moderately friable, fine grained, slightly clayey silty sand. Bedding within the deposits is sub-horizontal with dips of 10 to 15 degrees present locally. Very friable silty and clean sands dominate within certain sections in the upper areas of the property, and preferential erosion of these dominantly sandy deposits has produced the badlands canyons which exist in this area.

Alluvial terrace levels formed during late Pleistocene and Recent time exist at various elevations above the existing stream channel. Within the property limits, these terrace surfaces exist principally as small isolated remnants, although a few larger areas exist. The deposits consist principally of poorly sorted sands and gravels. The gravels are made up almost wholly of well rounded fragments of Monterey shale and siltstone of pebble and cobble size. The sands vary from fine to coarse grained and pebbly and are silty to fairly clean. In many areas the deposits are thin or have been removed entirely by erosion, leaving only a bench cut in the underlying Plio-Pleistocene deposits.

Recent alluvium fills the Canyon del Rey bottom and extends back into most of the major tributary canyons. These alluvial deposits are predominantly granular and consist almost entirely of fine to





LAGUNA SECA OFFICE PARK

Geologic Cross Sections

FIGURE 9

- Legend
- Qol Alluvium Sand, silt, clay, fine sand, shales
- Qod Old dune sand with gravelly material
- Qar Alluvial sand with gravel and pebbles
- Tmd Tidal flat sand
- Tsm Tidal flat sand
- S.L. Sea level

medium grained silty to fairly clean sand. A layer of gray-brown silty sand topsoil 1 to 2 feet thick exists throughout most of the area; and locally, surface deposits of white, loose, clean sand washed down from the higher areas exist in some of the canyons. Below these surface soils, the alluvium consists of horizontally bedded light brown medium dense sand with a few gravel interbeds.

The alluvial plain is about 1,000 feet wide at the easterly edge of the property and narrows to about 300 feet at the westerly edge. The alluvial sediments grade from sand to sandy clay and clay from east to west. These deposits are 30 to 40 feet thick.

A shallow water table lies at about 30 feet below the surface within the alluvium. This source of water feeds the lush vegetation in the alluvial plain.

A branch of the Chupines Fault lies along the south side of Highway 68. The most recent evidence from field mapping (Bowen, 1980) in the project area indicates that there is no fault trace on Laguna Seca Ranch. In the USGS Map MF-577 (1974), the fault is shown as lying parallel to and south of Highway 68, with no trace north of the highway.

Seismic Hazards and Earthquake Potential. The Chupines Fault has produced several earthquake epicenters which appear on a number of published fault epicenter maps. Hence, it must be presumed to be active even though no major earthquake can be attributed to it. The fault does not appear to have caused surface rupture in historic time. An investigation was performed by Oliver E. Bowen in August 1980 in order to precisely locate the Chupines Fault. The report indicates that the fault has been located to the south of the project site across Highway 68.

The Tularcitos Fault, which lies along the south side of Carmel Valley is an active fault capable of generating strong motion. There may well have been ground rupture in the Carmel Valley and farther to the southeast in historic times.

The King City Fault, which lies along the base of the Sierra de Chualar has produced small magnitude epicenters in historic time and surface rupture in the Greenfield-Chualar area within the last few hundreds of years.

By far, the fault most likely to generate ground rupture and to cause an earthquake of magnitude of 7 or 8 on the Richter scale is the San Andreas fault, which passes along the eastern edge of the San Juan Bautista and northwest through Logan on the eastern edge of Watsonville.

The proposed subdivision is located within earthquake intensity zones VI-VII on the Rossi-Forel scale. (Refer to Appendix B.) The zones are plotted, from historical ground failure, on USGS Map MF-903 (McCrorry et al., 1977) and are illustrated in Figure 10.

Slope Stability. The most critical soils problem in the project area is their high erodability. The problem will be aggravated by the proposed development. No active or inactive landslides of mappable size occur on the property.

Impact

Based on existing data and a geological field investigation performed on the project site, the following geologic hazards may pose significant constraints to the proposed development.

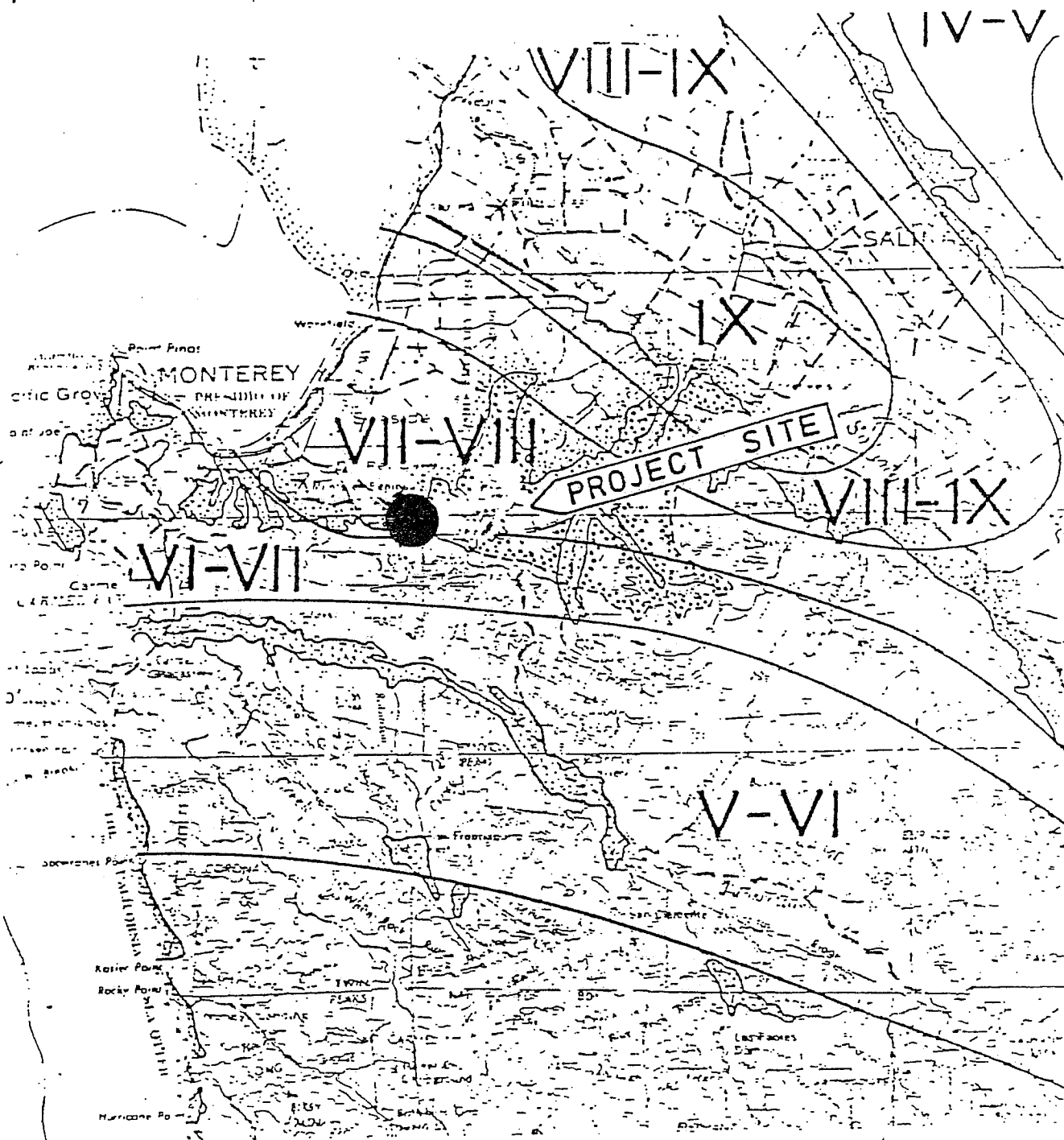
Faults and Seismicity. In the event of a major seismic event on any one of the active or potentially active faults in the Monterey Bay region, the site could be subjected to severe ground shaking. This ground shaking could cause extensive damage to buildings, roadways and utility lines, particularly if they are not designed to withstand horizontal accelerations produced during earthquakes. Severe ground shaking also could trigger landslides, particularly on graded slopes not constructed to resist seismic forces.

The Chupines Fault, which lies on the south side of Highway 68, is considered potentially active. No surface rupture should occur on the project. However, active faults, such as the San Andreas, Monterey Bay Fault Zone and the Sur-Nacimiento, are all close by and can cause severe shaking and possible lurch cracking.

No faults have been mapped within the property boundaries and no surface ruptures should be expected. However, strong shaking from an earthquake of 8.0 intensity probably will be experienced during the lifetime of the site. Possible lurch cracking and perhaps some liquefaction of soft sand and silt may occur along the westerly edge of the property. It has been recommended by the consulting geologist that these areas should be tested for possible liquefaction.

Slope Stability. The County Standards do not allow development to be located on slopes of 30% or steeper. Therefore the development of the Office Park complex would have to conform to these standards. No development as shown on Figure 3, Office Park Development, exceeds slopes of 30%.

Erosion by surface water will constitute a major problem on any surface where the protective natural topsoil and vegetation is removed. The materials underlying the hillside slopes are predominantly granular and poorly indurated and are therefore susceptible to erosion.



LAGUNA SECA OFFICE PARK Earthquake Intensity Zones

FIGURE 10

Source: McCrory et al 1977

A "surface skin" has developed on natural badlands exposures through the deposition of dissolved minerals. These natural exposures have developed over long periods of time, and the present rate of erosion is very slow. Cut slopes in these sandy materials do not have this protective surface layer and characteristically develop a gullied or "fluted" appearance soon after construction. If preventative measures are not instituted, this condition will worsen rapidly, possibly leading to a long term failure of a portion of the slope. The erosion potential of fill slopes constructed with these materials will generally be even greater than adjacent cut slopes.

The bedrock of the property, for the most part, consists of a series of sands, clays, sandy clays and gravels of the Paso Robles formation. They generally are buff to gray in color and contain pebbly zones of Monterey shale debris. They are mostly soft to moderately indurated. Seven percolation test holes, located in the hilly area in Laguna Seca Ranch No. 2, record from 2 to 3 feet of "peat muck," an unstable, wet, black, mushy type of deposit. There may be other sites where this muck occurs.

No other soil problems appear to be associated with the Paso Robles formation. The area to the east of the Ranch is literally dotted with homes which have been built on this formation. The degree of induration is generally sufficient to support steep-sided gulleys and ravines without caving.

Parts of the alluvial area contain loose sand in the upper few feet which, under unusual conditions of a heavy winter and strong shock, may possibly be subject to liquefaction. Tests should be made to determine the liquefaction potential.

Mitigation Measures

1. Care must be exercised to control erosion in excavated areas and along Arroyo del Rey. Vegetation should be left as is, or scraped areas should be protected by the replanting of a vegetative cover. Sound engineering practices in planning for building sites will be necessary, and soil tests should be performed where deemed advisable.
2. Construction design should be based on an expected 7-8 magnitude of earthquake located on that portion of the San Andreas Fault nearest the project. This magnitude can be considered as the maximum probable and maximum possible for this location. Structural earthquake regulations should apply to buildings in accordance with Chapters 23 and 25 of the latest adopted edition of the Uniform Building Code. The use of properly fastened plywood sheathing on either the interior or exterior of the structures, gypsum board sheathing on the interiors, or wood steel strap diagonal bracing, could be implemented to reduce risk on single family wood frame structures.

3. The project must comply with the Seismic Safety Element of the Monterey County General Plan. This would include a detailed geotechnical and soils investigation and report which would be performed to provide grading, foundation and construction recommendations prior to submittal of the Tentative Map.
4. To insure a stable design and construction procedure for the cut slopes and fill areas, the final grading plans should be reviewed by a soils engineer and engineering geologist prior to construction.
5. Grading in hillside areas should be minimized. Required grading should be finished to match or blend with the contours of the natural terrain. Grading activities should be confined to the summer, dry season, unless adequate erosion control measures are included within project specifications to preclude irreparable damage to slopes and to prevent siltation of Canyon del Rey Creek.
6. Grading of large building pads and excessive terracing should not be permitted. Graded sections generally should be limited to portions of the site to be covered by buildings and roadways.
7. Vegetation removal should be minimized, particularly in major drainage-ways, areas of steep slopes and highly erosive soils.
8. Building, roadways and utility lines should be designed according to the specifications adopted by the State Uniform Building Code (1976) for a seismically active area.

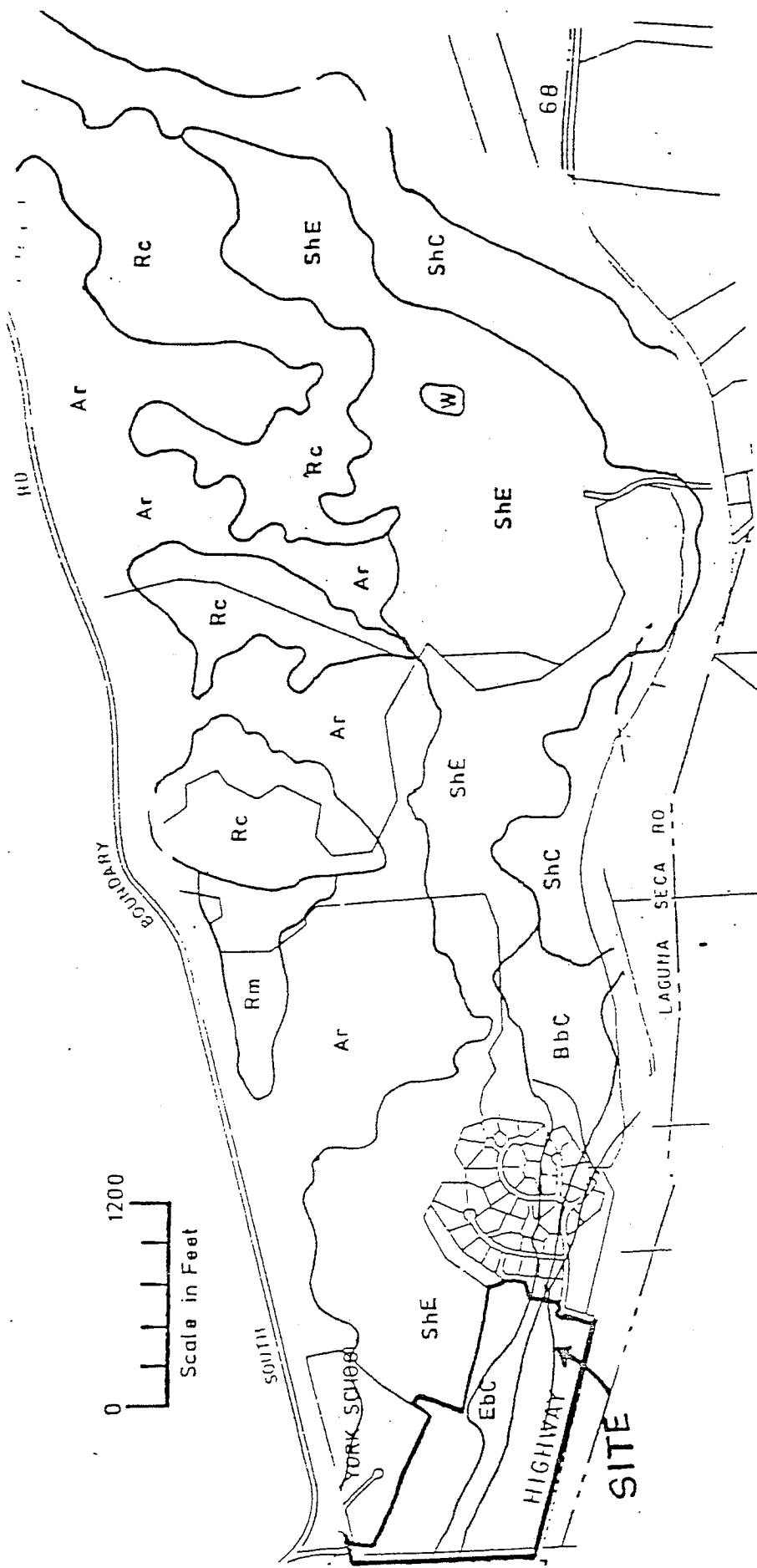
4.3 Soils

The locations and extent of the various soil types on the property are depicted on Figure 11. The major soil type is Ebc, Elder fine sandy loam.

The Soil Conservation Service rates Ebc as "moderately erodable".

Historically, soils of the Laguna Seca area have been protected from erosion by a natural process of crusting through the depositing of minerals in the surface soils over a very long period. This surface crusting, together with vegetative cover, has tended to minimize surface erosion (with notable exceptions in the gullies where the surface crust has been broken and surface water runoff has been allowed to make serious intrusion).

The soils at or near the Site are classified into the following categories according to the Soil Survey of Monterey County.



LAGUNA SECA OFFICE PARK

Soils

FIGURE 11

- ShC Santa Ynez fine sandy loam (2-9% slopes)
- ShE Santa Ynez fine sandy loam (15-30% slopes)
- Ebc Elder fine sandy loam
- BbC Baywood Sand
- Rc Rock outcrop Xerothermophilous association
- Ar Arnold Santa Ynez Complex
- Pm Pits and dumps

ShE Santa Ynez fine sandy loam is a hilly soil on dissected terraces, with slopes of 15% to 30%. Runoff is rapid and the erosion hazard high.

*EbC Elder fine sandy loam, is a well drained soil appearing on gently sloping areas in narrow valleys. Permeability of this soil is moderate, runoff slow and the erosion hazard is moderate.

*Site soils.

Impact

The construction of the Office Park development and the implementation of the proposed development will result in grading activity, the removal of vegetation, and the addition of impervious materials to the site, thus resulting in an increased runoff and erosion potential. A grading plan has not yet been prepared for the Office Park development.

Grading operations associated with development and road construction could expose areas of moderately erodable soil to erosive forces.

Further significant impacts will occur as the soils are disturbed to provide for the placement of building pads, utility lines and extensive site preparations. These could include the following impacts.

- o Removal of existing vegetative groundcover and exposure of unstable soils.
- o Removal and/or compaction of organically rich and valuable top soil.
- o Trenching for utility lines could further disturb extensive areas.
- o Exposure of cut slopes along the drainage courses of the site could pose an erosion problem depending upon the drainage plan for the site. Without proper design, storm drainage could flow down the face of cut slopes causing erosion with resulting sediment deposition in Canyon del Rey.
- o Exposure and susceptibility of slopes to various forms of erosion would be a problem, during and shortly after construction and grading, due to the lack of vegetative covering.

Mitigation Measures

9. County design review procedures should require a detailed soils investigation for each building site within the Office Park development to provide information on slope stability, erosion potential and drainage features and should establish setback lines. A specific grading plan is required for this development and the final grading plans should be reviewed by a soils engineer and engineering geologist prior to construction.
10. Future grading on the project area should be confined to a limited area of the site and be required to be engineered for a minimum of cut and fill. Care should be taken to reduce impacts through proper building placement, particularly in the areas which presently are being impacted by erosion. An erosion control plan should be prepared to ensure development has specific designs to control these hazards associated with the project site. Roadways and driveways should be located so as to minimize cutting and filling. Contouring of roads should be done wherever possible. Cut and fill should be balanced on site (i.e., the amount of cut should be used as fill). To reduce the erosive velocity of runoff water, the length and the angle of graded slopes should be minimized.
11. Each site should be revegetated as soon as possible after grading is finished on any part of the site with regard to soil scarification, hydro-mulching and vegetative cover planting to control erosion and maintain slope stability after grading is completed.

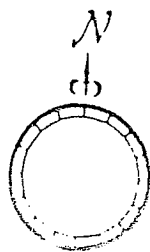
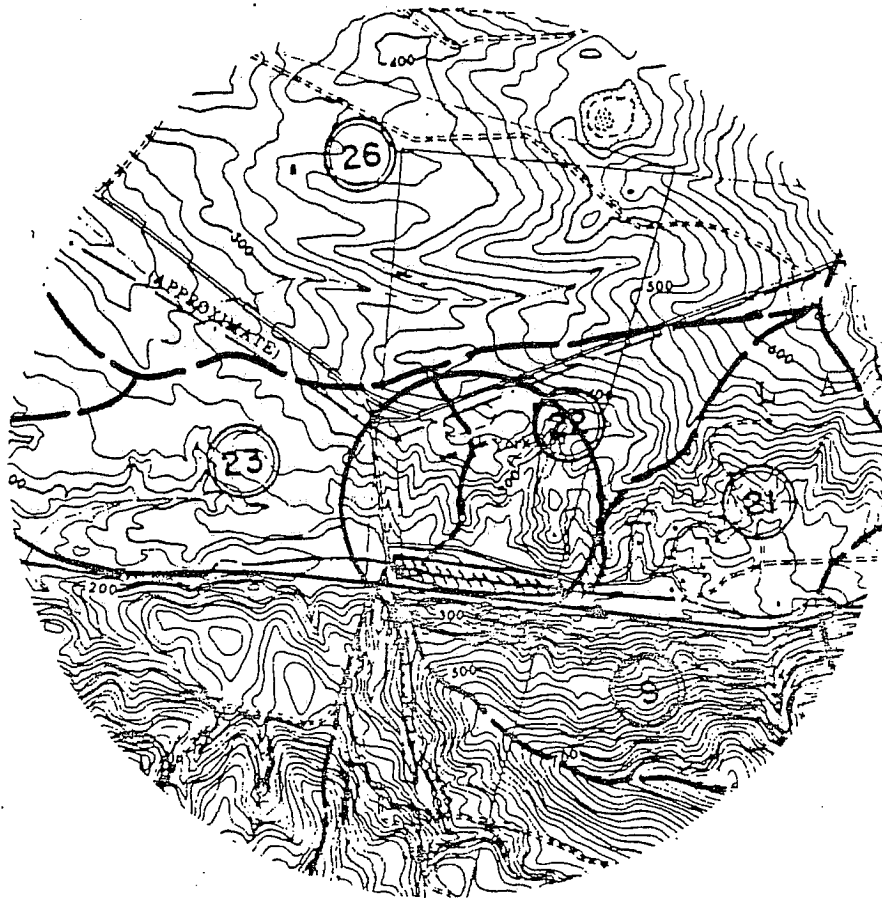
2.4 Hydrology

Surface Hydrology

The project site is located in the Canyon del Rey Watershed, which begins just east of Laureles Grade and flows westerly along Highway 68 and Highway 218, through Laguna Grande and Roberts Lakes and into Monterey Bay. The entire watershed contains a total area of 16.8 square miles.

The Laguna Seca Office Park makes up 54⁺ acres within the Canyon del Rey Watershed. This watershed was the subject of a Master Drainage Plan in June of 1977.

In addition to the special basin drainage study, a Water Quality Management Plan for the Monterey Bay Region was prepared by AMBAG. This project was funded through a grant under Section 208 of the Federal Water Pollution Control Act, and expressed specific concerns over the potential impact of development on Laguna Grande and Roberts Lakes. These two coastal lakes are located on the border between Seaside and Monterey.



Source: Monterey County Master Drainage Plan 1977

- ① sub watershed
- ▨ flood hazard area, 100-year flood plain

LAGUNA SECA OFFICE PARK Drainage

FIGURE 12

The Master Drainage Report shows an annual precipitation of 13 inches at the northeast corner of the Laguna Seca Office Park. Mean annual precipitation within the entire drainage area varies from 12 to 16.5 inches. Incident rainfall generally does not produce large quantities of runoff. During large infrequent storms or when there has been substantial antecedent precipitation, the surface soils become saturated and a much larger proportion of the precipitation runs off as stream flow. (MCFC & WCD, 1977).

The extent of the 100 year flood in Canyon del Rey is also shown in Figure 12. The 100 year flood is the flood magnitude which has a probability of occurring on the average of once every 100 years or a 1% probability of occurring in any given year.

The 100 year flood has been established by the Federal Insurance Administration as the basis for flood hazard evaluation and the determination of flood insurance rates. As shown in Figure 12, there is a flood prone area proposed for office park development mainly located on Lot #1. Flood waters are generally confined to the channel, except where there is ponding in low areas behind culverts which are inadequate to convey the flow. The Canyon del Rey watershed is identified as an area of low flood hazard in the Environmental Hazards Element of the Monterey General Plan.

According to the Developer, on-site drainage facilities within each portion of the Ranch development will consist of street gutters, catch basins, stormdrain pipes, and the aforementioned siltation/detention ponds. These are proposed to be designed to remove the peak runoff from a 10 year storm without street flooding. They also are to include supplementary facilities to allow surface flow in more intense storms without inundating any buildings. No drainage plan for the Office Park development has been prepared at this time.

Impacts

Certain low lying areas along Canyon del Rey Creek are subject to inundation by floodwaters in intense storms. Development is planned to be set back from the creek, with one lot in the Office Park having actual creek frontage. Lot 1 of the Office Park is partially located within the 100 year flood plain of Canyon del Rey Creek.

The flood hazard to the facilities and flow characteristics of the floodwaters would depend on the elevations of the buildings and future channel improvements in Canyon del Rey Creek. No other portion of the site proposed for development is within the 100 year flood plain, as shown in Figure 12.

The project development plan states that Lot 1 of the Office Park will require flood proofing in the form of minor channel enlargement and fill in actual building area. If implemented properly, these

features could successfully mitigate danger from future flood hazard. However, improper or inadequately implemented flood hazard control measures included within project specifications would result in loss or damage to property in the event of a flood.

In order to prevent greater peak flood flows in Canyon del Rey Creek after project development, a system of on site retention basins will be needed. The purpose of retention basins would be to delay certain runoff components produced on the site entering Canyon del Rey Creek during peak flood discharges, until the channel has cleared sufficiently to accommodate the additional flow. Drainage design plans, including size and locations of basins, have not yet been established at this preliminary stage of development. The project developer would bear the costs of constructing any drainage improvements on site and a proportionate share of new drainage facilities in Canyon del Rey.

The project will alter the hydrologic characteristics of the site by covering an estimated 15% of the site with impervious surfaces, including roadways, parking lots and buildings. Without proper mitigation, this increase in impervious surfaces could produce 3 potentially significant effects:

- 1) increase in the amount and rate of stormwater flow drainage from the site during and immediately after a rainstorm;
- 2) an increase in the volume of sediment erosion on site; and
- 3) reduction in the amount of groundwater recharge. (Refer to "Groundwater," in Section 2.3 of this Report.)

Mitigation Measures

12. The Project Engineer should design and submit for approval a complete drainage plan, including engineering studies and calculations, future runoff courses, and present and future volume of runoff and silt load. The location of the 100 year flood plain should be identified clearly on the tentative map. Development should be set back from the Canyon del Rey Creek.
13. As proposed by the developers, the project should contribute to a pro-rata share to any necessary improvements of downstream structures, as identified in the Canyon del Rey Drainage Report, prior to any land improvements, the proportionate share to be determined by the Monterey County Flood Control and Water Conservation District.
14. All natural drainage swales should be designated on the final map by easements labelled "natural drainage easements."

15. New drainage culverts should be identified as such on the final map, consistent with the preliminary map.
16. The subdivider should pay for all maintenance and operation of storm drainage from the time of installation until acceptance of the improvements for the subdivision by the Board of Supervisors and until an agency, with legal authorization to collect fees sufficient to support the service, be formed to assume responsibility for the service.
17. The project plans should give precise location of the area within the flood hazard zone prior to the filing of the final map. Should any development be within the flood prone area, it shall be subject to conditions of the Monterey County Flood Control District.
18. A regular street maintenance program should be implemented to reduce urban runoff contaminants from street and parking lots.

Groundwater

The groundwater of the Laguna Seca area was reviewed in a report prepared by Richard R. Thorup in 1981 (See Appendix C). The purpose of the report was to furnish a summary report updated from a previous study by the same author on the groundwater of the Laguna Seca watershed and Laguna Seca Ranch and the long term relationship between resources, yield, and population growth to the year 2,000. This study included a Fall 1980 Water Table Map on the Toro-Laguna Seca-Seaside area, updated from a previous map prepared by that report's author in 1974.

Many facets of groundwater were reviewed within this report, including a review of the amount of water present on the ranch, the past history of water use, what effects the future development will have on the water table of the overall area, and how the future development of the water resources will affect the groundwater of the Ranch's neighbors, including the City of Seaside.

A discussion of the geology of the ranch, including soil types, is included in an edited version in the following text.

Groundwater Report

The Laguna Seca Office Park lies in an east-west sedimentary trough containing several hundred feet of saturated fresh water sands and gravels and extending for nine miles from the Harper fault (near San Benancio Canyon) on the east, to Canyon del Rey, one mile west of the Ranch. The south flank of this trough is bordered by a steep line of hills, abruptly rising to the south, approximately along the lines of the Chupines Fault.

The two principal aquifers in this district are the Pleistocene Aromas-Paso Robles sands and gravels and the underlying Pliocene Santa Margarita sand. The total saturated thickness of these two aquifers exceeds 800 feet in the thickest part of the basin. The Aromas-Paso Robles is the principal aquifer in San Benancio Canyon, parts of Corral de Tierra and all of Seaside, whereas the Santa Margarita produces most of the water in Laguna Seca, Hidden Hills and, locally, in Corral de Tierra. It is not uncommon for wells to produce from both aquifers. Well capacities in the thickest Aromas-Paso Robles produce up to 500 gpm of generally acceptable water, whereas many wells, where these sediments are thin or poorly developed, produce but a few gallons per minute. The Santa Margarita is about 230 feet thick in the center of the basin and yields up to 650 gpm of water which ranges from 850 to 1050 ppm TDS.

Less extensive, but locally important aquifers, are located in the upper few hundred feet of exposed Monterey shale and the underlying basal Monterey sands near the outcrop areas. Fresh water has largely displaced the marine waters in these areas. The resulting quality has been found to be locally acceptable. One recent well in upper San Benancio Canyon was test pumped at 100 gpm of 900 ppm TDS water from a basal Miocene sand underlying the Monterey shale. This well, though fairly deep (900 feet) suggests that other wells in nearby areas can be completed successfully in this aquifer. An artesian well in the area drilled in 1974, appears to be producing from the same zone.

Groundwater in Storage

In 1973, Thorup stated that the total amount of groundwater in storage in the Laguna Seca Watershed (3830 acres) is 82,300 acre-feet (36,500 acre-feet in the Aromas-Paso Robles, and 45,500 in the Santa Margarita). The Laguna Seca Ranch, which comprises roughly one quarter of the watershed, was estimated to contain approximately 22,000 acre-feet of groundwater.

Table 4, patterned after Muir's formula shows the total storage to be 120,000 acre-feet in the Laguna Seca Watershed. The present calculations have incorporated the drilling results of the last four years and are felt to be more accurate than the previous amounts.

Muir lists a total of 730,000 acre-feet of total water stored in his study area. Area 1, which covers the easterly half of Ford Ord and the Laguna Seca Ranch, contains 410,000 acre feet of groundwater in storage from an average saturated thickness of 550 feet in an area of 6200 acres. On this basis, Laguna Seca Ranch, which comprises roughly 1/6 of Area 1, would appear to contain 68,000 acre-feet of storage. However, it does not appear to the groundwater consultant that the saturated thickness of the entire ranch averages 550 feet

and is more likely to be 250-300 feet. Therefore, the total storage is estimated to be 37,000 acre-feet.

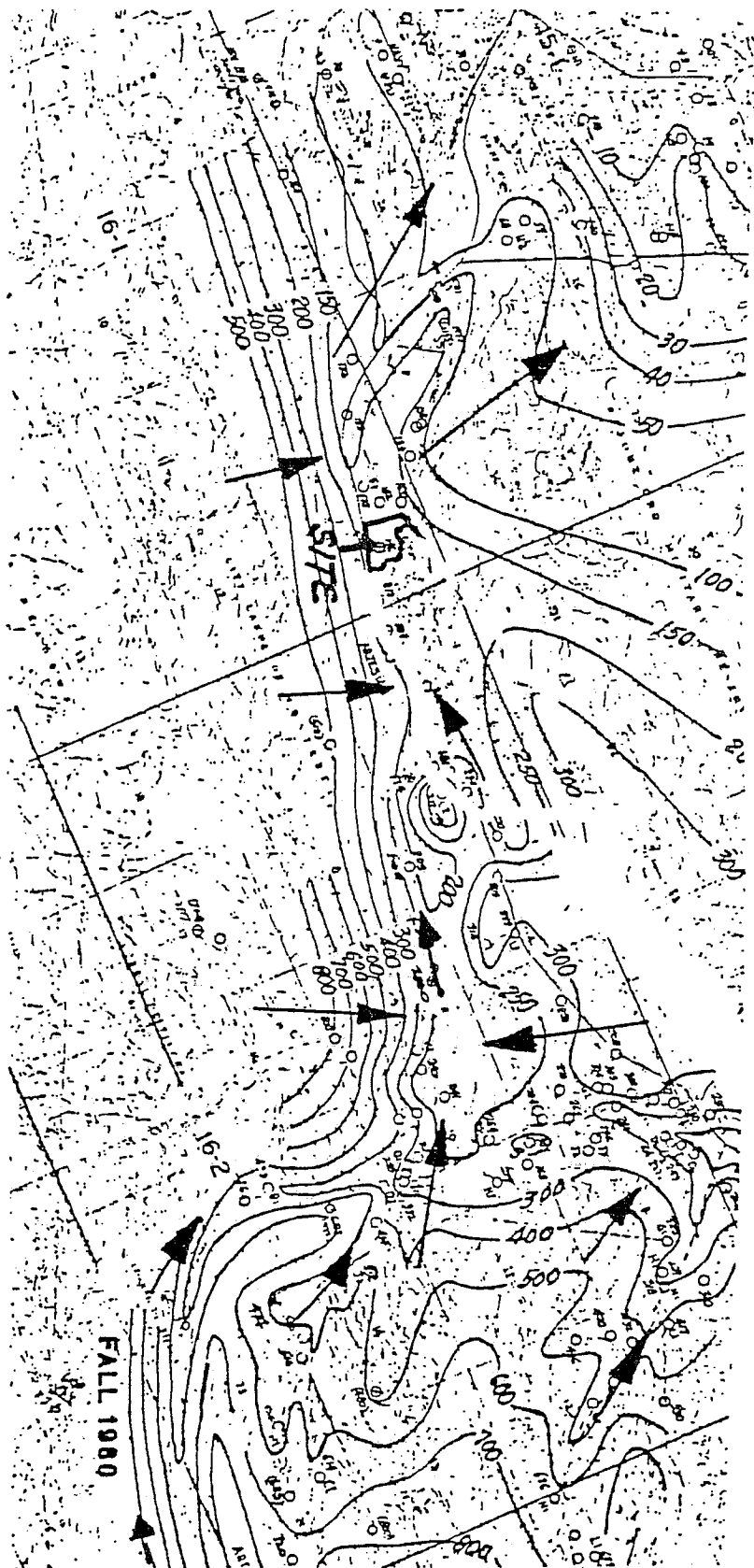
Table 4
Groundwater in Storage in Laguna Seca Water Shed

Aquifer	Average Saturated Thickness (Ac Ft)	Surface Area (Acres)	Volume (Ac Ft)	Weighted Average Specific Yield (%)	Storage Capacity (Ac Ft)
LAGUNA SECA RANCH					
Aromas-Paso Robles	150	800	120,000	12	14,400
Santa Margarita	150	1000	150,000	15	22,500
TOTAL					36,900
LAGUNA SECA SUBWATERSHED					
Aromas-Paso Robles	300	2000	600,000	12	72,000
Santa Margarita	200	2000	400,000	12	48,000
TOTAL					120,000

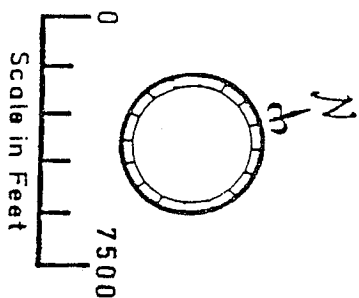
Water Level Measurements

Figure 13 is a revised water table map for Fall 1980. Covering the area from San Benancio Canyon to Seaside, the map gives well water measurements. Sources for well measurements are as follow:

1. Flood Control measurements in San Benancio, Corral de Tierra, Calera Canyon and Laguna Seca comprise 40 of their regularly measured wells and 53 additional wells from which measurements were obtained in 1977, 1979 and 1980. The purpose in obtaining these latter measurements was to allow a more precise determination of the water table, particularly in the vicinity of Corral de Tierra Road and Calera Canyon, to ascertain whether groundwater from Calera Canyon is migrating into the Laguna Seca area, as stated by Thorup.
2. California American Water Company and the City of Seaside provided measurements in the Seaside area.
3. Fort Ord supplied measurements on several of their wells.



← Groundwater
 200 Groundwater Level
 20 Well Water Level

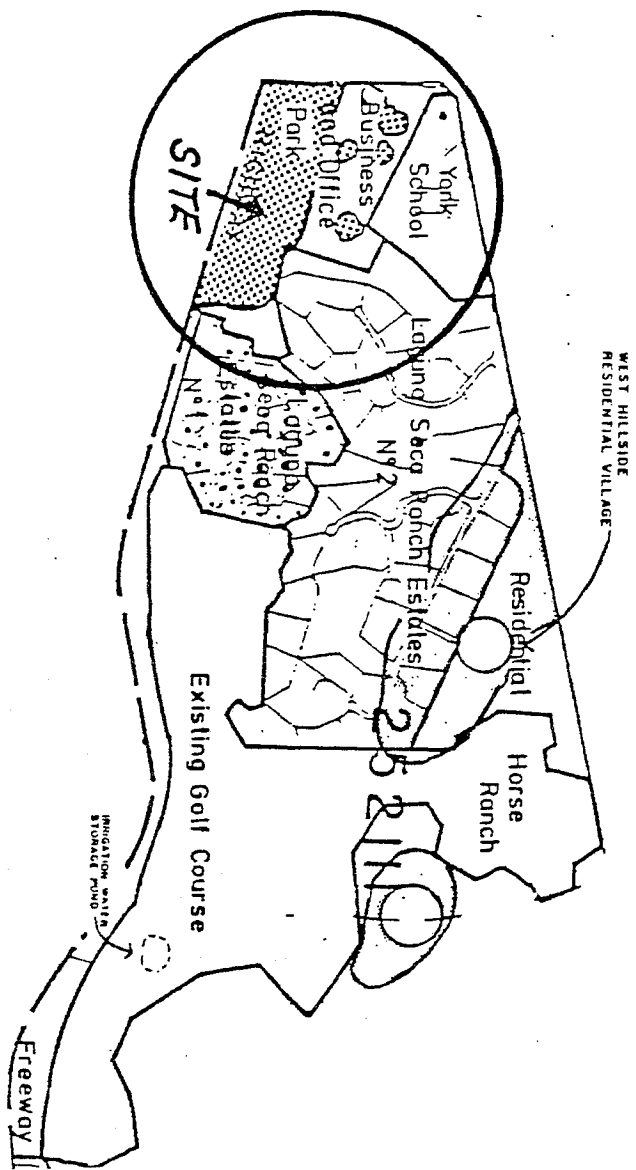


LAGUNA SECA OFFICE PARK

Waterable Map

FIGURE 13

Source: Richard R. Thorup, Consulting Geologist



- Legend
- Residential
 - Commercial
 - Industrial
 - Open Space
 - Foothill Woodlands
 - Coastal Phase Chaparral

LAGUNA SECA OFFICE PARK
Vegetative Communities
FIGURE 14

Source: Dr. Richard Robinson, Consulting Biologist

4. The Monterey area was not included in the Flood Control investigation. Scattered measurements for the more recently drilled wells have been obtained from the contractors.
5. Wallace Holm provided measurements for Monterra and Ryan Ranch.
6. Hidden Hills supplied measurements for two wells.
7. A few scattered measurements were obtained from contractors and land owners.

Water Table Map: Fall 1981

Figure 13 illustrates the Water Table for Fall 1980. The contour lines are derived from the water surface elevations, which are shown plotted at the well locations. A summary of the groundwater flow is discussed below.

At the easterly edge, groundwater in the San Benancio area is shown to flow downstream along San Benancio Creek, thence northerly toward the Salinas River. Upper Corral de Tierra and Calera Canyon groundwater flows down the water courses, and down the regional dip of the strata into the Hidden Hills-Laguna Seca area. Some of this groundwater may transfer into the older sediments, such as the Aromas-Paso Robles Santa Margarita Sandstone, and the Monterey Shale. Lower Corral de Tierra measurements show the groundwater percolating downstream northerly into Toro Creek.

The steep southerly flank of the water table begins at the Santa Margarita-Monterey Shale contact. Three measurements in the shale wells show a steep rise in the water level elevations, probably caused by a sharp reduction in permeability in the shale as compared to the Aromas-Paso Robles and the Santa Margarita. Along the southeasterly border of the map, on the south side of Calera Creek, the steep contours begin at the sedimentary-granitic contact.

Whether, or how much, groundwater percolates through the Laguna Seca Ranch into the Seaside and Fort Ord area is not known definitely from the existing data.

Recharge and Safe Yield

The amount of safe yield relates to the Thorup report of 1977 and the current Muir report. In the former, the conclusion was made that, in the opinion of the writer, 2000 acre-feet of groundwater originating in Calera Canyon, migrates on an annual average down the gradient into the Laguna Seca trough. The water table map, and the volume of groundwater generated in Calera Canyon, were used as evidence for the conclusion. The California Department of Water Resources (Fresno Office) supported the conclusion on the direction

of groundwater flow, but stated they thought that the amount of 2000 acre-feet was too high. They did not indicate what they thought the actual amount was. The groundwater consultant believes the amount to be in the 2000 acre-foot range, particularly because the present water table map shows groundwater also entering the trough from the Watson Creek Watershed in upper Corral de Tierra, as well as from Calera Canyon.

According to Muir, pumping data in the coastal portion of Seaside demonstrates a safe yield of 2600 acre-feet. Inflow, or recharge, into the area is estimated at 3000 acre-feet. It appears, according to Muir, that groundwater flow into the ocean of 400 acre-feet per year is required to prevent salt water intrusion.

Muir states that, in his opinion, 95% of the recharge comes from annual rainfall, which is made possible by the porous soils and low relief of the hills east of Seaside, and the fact that the groundwater passes directly from the old sand dunes into the underlying Aromas-Paso Robles sands and gravels. He does not believe the Santa Margarita contributes any water to the Seaside wells.

Water Use

The average annual recharge for the Laguna Seca watershed, as stated by Thorup (Table 4), was 2737 acre-feet as of 1975. Water use for that year was estimated at 791 acre-feet. This yearly amount has increased modestly since then. About 100 new wells have been drilled in the Toro-Laguna Seca area since the 1977 report, evenly scattered in distribution throughout the entire basin. At a consumptive rate per well of 0.366 acre-feet per year for single family dwellings, about 40 acre-feet per year additional water throughout the entire area is now being produced, some of which is returning back into the soil. Buildups within existing subdivisions have increased the water use somewhat. Total present consumptive use in the Laguna Seca watershed is probably not over 900 acre-feet per year in 1980, as compared with 791 acre-feet in 1975. For instance, Laguna Seca Ranch production has remained essentially stable at 500 acre-feet per year through 1980, including the golf course. This amount will, of course, rise steadily as future demands are met.

The actual water use for the Professional Offices will be approximately 22,000 gallons per day. (.084 gallons per day per square foot) plus another 27,000 gallons per day for irrigation.

The latest water quality reports from the three operational wells show that in two of the wells perforated in the Santa Margarita formation, the TDS and chloride are slightly higher than the Public Health Drinking Water Limits. The third well, Paddock No. 4, was perforated in the Aromas-Paso Robles, and falls well within the limits for both. Only the Main Gate No. 2 is too high in iron, and none are too high in manganese.

Paddock No. 4 is the shallowest of the wells and is developed solely in the Aromas-Paso Robles formation. The water quality in this well is superior in every category. If an additional supply of better water is needed, it can be developed from this shallower aquifer. The pump test indicates that this well does not have the output of the other wells and cannot be expected to produce as much volume per well. Copies of the most recent analyses of the three wells are included in the Appendix.

A 1975 Report on the Laguna Seca County Park water well (16S/1E/5G) lists the TDS at 693 ppm at 270 feet, and 735 ppm at 350 feet. Chloride is 140 ppm. Iron and manganese are both slightly high. This well is perforated only in the Santa Margarita Sandstone. This suggests that better quality water might be found on Laguna Seca Ranch in the Santa Margarita sandstone.

Cross sections A-A' and B-B' (Refer to Figure 9, Section 2.2, Geology) depict quite clearly the close relationship between the shale outcrops, the alluvium and the Santa Margarita sandstone. It is probable that groundwater originating in the shale is being fed into the Santa Margarita. This suggests that wells drilled closer to the axis of the syncline might provide a better quality of groundwater.

Effect of Increased Pumping on Contiguous Parcels

Laguna Seca Office Park is fortunate in being in a geologic and geographic position of having ample groundwater reserves and pumping capacity and, at the same time, being located in a position where pumping the groundwater has little or no effect on its neighbors.

Muir has demonstrated through his cross sections and tests that Seaside does not pump its groundwater from the Santa Margarita formation, which is the primary aquifer on Laguna Seca Ranch. Furthermore, the recharge for Seaside is generated within its own local area.

Laguna Seca County Park produces from the Santa Margarita. It is 3500 feet from the nearest Laguna Seca Ranch well pumping from the same aquifer. When the well first was test pumped on 6/24/75, the water level was 168 feet from the surface. On 10/7/80, the level was 179.6. The last measurement, taken 3.5 months later in the season, would most likely have been 2 to 3 feet higher in June. The actual probable drop is, therefore, about 10 feet in 5 years. This is a normal drop for a comparatively new well in this area.

Hidden Hills wells intercept groundwater before it reaches Laguna Seca. The other neighbors to the east pump from the Aromas-Paso Robles, not the Santa Margarita.

An artesian well of unacceptable quality and modest yield, perforated in the Miocene, similar to the Monterra artesian well, was completed on the Lt Ng parcel. There is no possibility of production from either the Santa Margarita or Aromas-Paso Robles on this parcel.

The Ryan Ranch wells are 900 feet downstream from the Main Gate well and 6000 feet from the new Laguna Seca Golf Course well. John Logan states that the water levels in the Ryan Ranch wells are unaffected by Laguna Seca pumping [oral communication]. These low-producing wells are in close proximity to structurally high Monterey shale and near the depositional edge of the Santa Margarita sandstone. The combination of these geologic factors has no doubt resulted in the low productivity of the sand.

The Monterra project lacks Santa Margarita sandstone and is unaffected by Laguna Seca pumping.

Conclusions

The Laguna Seca Office Park has adequate groundwater resources and projected pumping capacity to sustain this and future developments.

Projected pumping requirements on the property will not cause the deterioration of the groundwater capabilities of the adjoining properties nor those of the City of Seaside.

Groundwater quality appears to be degrading slightly with time in the Santa Margarita aquifer in the Main Gate No. 2 and Paddock No. 1 wells. However, considerably higher quality water is being pumped from the Aromas-Paso Robles aquifer in the Paddock No. 4 well. Groundwater quality can be improved, when necessary, by increased use of this aquifer and/or a blending of the waters from the two aquifers.

Safe yield has not as yet been reached in this area. Eventually, exorbitant pumping costs and/or poor quality water will be the determining factor. Yearly annual recharge for the Laguna Seca sub-watershed appears to be around 3000 acre-feet per year.

The 1980 Fall Water Table Map (Figure 13) contains approximately 150 measured water levels covering the entire sedimentary trough from San Benancio Canyon to Seaside and Fort Ord. This map shows that Upper Corral de Tierra and Calera Canyon water is percolating into the Laguna Seca-Hidden Hills area. The consulting groundwater geologist feels that the 1980 data, which includes additional wells located east of, but in proximity to, the Divide, confirms his interpretation of the direction of flow of the groundwater into this area.

Groundwater storage within the confines of Laguna Seca Ranch area appears to be around 37,000 acre-feet of groundwater. The Laguna Seca subwatershed contains some 120,000 acre-feet. Both of these estimates are made by using Muir's formula, as outlined in his study of Seaside. These amounts are an increase over the figures cited in the writer's earlier reports, which cited 22,000 acre-feet and 85,000 acre-feet, respectively.

Muir's Report on the Seaside coastal area shows conclusively that, by cutting down yearly production from 5090 acre-feet in 1976 to 2577 acre-feet in 1979, the water table has risen to a safe elevation above sea level, and the threat of sea water intrusion along the coast is ended. He also states that Seaside receives 400 acre-feet in excess of the safe yield along the coast. Muir considers production on Laguna Seca Ranch, most of which is developed within the Santa Margarita Sandstone, does not interfere with the Seaside wells.

Mitigation Measures

19. As production is increased by the drilling of new wells, the wells should be carefully located to spread the production out along the lease, so as to prevent the concentration of pumping in one small area.
20. The water from the wells should be periodically checked by Bishop Water Company, at least twice a year, for chemical content. If the TDS and chloride continue to rise, serious consideration should be given to drilling a new well and cutting back the yield of the existing well.
21. Water conservation practices should be considered and implemented where at all possible. This will contribute to the longevity of the well pumpage and may become very important in the years to come. There may be a potential for reclamation of on-site generated wastewater. (Refer to Section 2.10, Public Services and Utilities.)

2.5 Biological Resources

Vegetation

Canyon del Rey and the surrounding Santa Lucia Mountains are comprised of largely undeveloped land in a natural state. There is some development along State Route 68 (including office buildings, residences, a golf course and schools) that has locally displaced natural habitat in these areas. The local ecology also has been altered, but to a lesser degree than the aforementioned development, by cattle grazing. Despite these disturbances, most of the region

east of State Route 1 and along State Route 68 is considered to be wildlands that contain areas of productive wildlife habitat and culturally valuable native vegetation. Vegetation along the State Route 68 corridor contains elements of the following plant communities: annual grassland, chaparral, oak woodland, and Monterey pine woodland.

Applicable Plans and Policies. The Conservation and Open Space Element of the County of Monterey General Plan was reviewed to identify the planning policies relevant to the project area's ecology. The County's Conservation and Open Space Element supports the conservation of natural habitat and preservation of all species of wildlife. It also encourages the preservation of forests and wooded areas for scenic, recreational and economic purposes.

Fire Hazard. Vegetation type, weather and slope influence the fire hazard of an area. The project vicinity consists of moderate and high fire hazard areas. Dry brush and grasses in this area are flammable, particularly on steep slopes where preheating can cause fires to spread rapidly. Grasses tend to burn faster than brush, but provide less fire fuel. Fires in brush areas and in upper tree foliage tend to burn hottest and are more difficult to control, thereby posing a greater hazard to residences in the area.

Site Description

An Ecological Survey of the entire Laguna Seca Ranch was conducted by Dr. Richard H. Robinson, Professional Biologist, in January of 1981. The primary purpose of the survey was to identify those ecologically sensitive areas that are planned for development in the future.

Vegetation. In surveying what remains of this original biota, it is apparent that, prior to the Spanish Era, there were 4 distinct communities within the boundaries of the present ranch. The Foothill Woodland was well represented in the patches and in protected valleys at lower elevations, with large areas of the Valley Grassland interspersed. The steeper slopes nearby were characterized by the Coast Sagebrush Scrub while the higher slopes and mesas above were dominated by the coastal phase of the Chaparral.

Most of the western end has been developed. Included there are Laguna Seca Estates No. 1, Laguna Seca Estates No. 2 and York School. Most of this area was a mixture of the Foothill Woodland, Valley Grassland and Coast Sagebrush Scrub. Little remains of the original types. The extreme southwestern portion, however, remains relatively undisturbed and includes a superb example of the Foothill Woodland on the flood plain of Del Rey Creek.

In the course of this development, there is one major area of vegetative community that is of significant concern: The Foothill Woodland in the southwestern section. This area is illustrated in Figure 14, and is considered in more detail below.

Foothill Woodland Community: The most evident example of this community lies along Del Rey Creek in the southwestern section and is identified as Business and Office Park in the development plan. It houses an almost continuous canopy of healthy old coast live oaks, along with the typically associated species of plants and animals. There are riparian species associated with Del Rey Creek but, because it is intermittent, confined to a gully and flowing rapidly, the diversity is rather limited. No Rare or Endangered or Rare Species were observed and none are expected to be present.

Wildlife

The project site supports stable wildlife populations due to its relatively undisturbed state. No RARE and ENDANGERED or RARE animal species were observed during the field survey conducted by the consulting biologist. Golden eagles, redtailed hawks and white-tailed kites have been observed foraging locally, however. A species list identifying the typical species present at the project site is included as Appendix D of this Report.

Impacts

The Foothill Woodland could be impacted seriously. The area of primary concern is the Business and Office Park. Almost any plan of construction on the flood plain, by Del Rey Creek, will severely alter this community. A complex of the type as proposed on the tentative map for the Office Park development with its roadways and parking lots, could mean significantly impact the Foothill Woodland community. However, over 1/3 of the total area of woodland is indicated as freeway easement which presents a different problem, which is not associated with this particular development.

The proposed project would be subject to the high fire hazard of remaining adjacent natural areas. Historically, the statistical incidence of fire occurrence increases proportionately with population growth in or near wildland areas. The final project plans would need to incorporate measures to reduce this hazard, including fuel-breaks, fire flow and road design standards of the County, fire resistant construction materials, building separations, and unimpeded access for fire fighting equipment. The proposed project plans will be reviewed by the County of Monterey Subdivision Committee and Salinas Rural Fire District to assure that adequate access, water and building, road and landscaping design are provided for fire safety purposes.

No detailed landscaping plan is available yet to assess the extent of needed tree removal; hence, there is a major potential for conflict with tree preservation objectives of the County's Conservation/Open Space Element, especially in the area of the proposed Office Park development. The development itself could accommodate the Woodlands community with proper planning, i.e., it can be planned with and around the Woodlands.

Mitigation Measures

The patches of Foothill Woodland included within the two residential building sites can be protected in part by Deed restriction on tree removal and by careful Plot Plan review. The impacts to the most extensive area of this community, at the Business and Office Park cannot be mitigated by Deed restrictions. To preserve the park-like woodland in the flats along Del Rey Creek, the entrance road could be designed to follow the dirt trail already in existence and thus prevent further impact. Construction of any major business or office buildings must be carefully monitored to retain any significant part of this site. If the anticipated construction is confined to the low rolling hills north of the creek, that aim can be accomplished. That band of forest will shield the development from the freeway.

22. Preserve the existing mature and healthy coast live oak and Monterey pine trees on the site thru the use of a detailed landscape plan to be submitted on a site by site basis. Include the planting of young oaks within the landscape plan as replacement for those that are removed because of construction.
23. Use drought resistant plants for landscaping on individual development parcels. Native plants are generally more valuable as wildlife food sources and require less irrigation, fertilizers and pesticides than exotic species. When planted near oaks, drought resistant plants help mitigate the hazards of excess water at the root zone of these trees. Species that are fire resistant should be used around buildings.
24. Vegetation should be preserved along drainageways for wildlife cover and shelter.
25. A vegetation corridor to screen Highway 68 from development and vice versa should be established.

To reduce fire hazards to the proposed development the following measures are recommended.

26. Follow recommendations of the California Department of Forestry. These recommendations address fuelbreak design, as well as other site design features.
27. Prior to the filing of the final map, a landscape plan should be prepared detailing the removal and replantings proposed.

28. Homesite designation on lots should be required and coordinated with the presentation of existing vegetation.

2.6 Viewshed

The project site is located within the Highway 68 corridor of the Monterey Peninsula.

State Route 68, a designated state scenic highway, winds through Canyon del Rey, from the City of Monterey to the Salinas Valley. The road is bordered by pastoral, semi-rural land consisting of open rolling grassland, oak and pine woodlands and prominent wooded ridges.

State Highway 68 was officially designated as a Monterey County Scenic Route in 1969. The entire project site lies within the scenic corridor of Highway 68, according to the Monterey County Scenic Highway Element.

A computer-assisted visual analysis of the project site prepared for the developer in 1975 by Whisler-Patri shows that the site is of low to moderate visibility when viewed from the area of Highway 68 bordering the project site. Another, more recent visual survey (1980) was conducted on site by Hall, Goodhue, Haisley and Barker. They indicated that fully 85-90% of the site has low visibility from Highway 68.

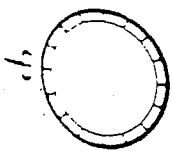
The border along the project site is visible to persons driving along State Route 68 for approximately 1 minute, assuming a driving speed of 45 miles an hour. From the roadway, the trees along the roadway in the foreground are the most apparent. Most of the immediate view along the northeastern portions of the development are blocked by these existing oak trees.

Development along State Route 68 should blend into the natural terrain. Innovative site design should be used to minimize grading and vegetation removal.

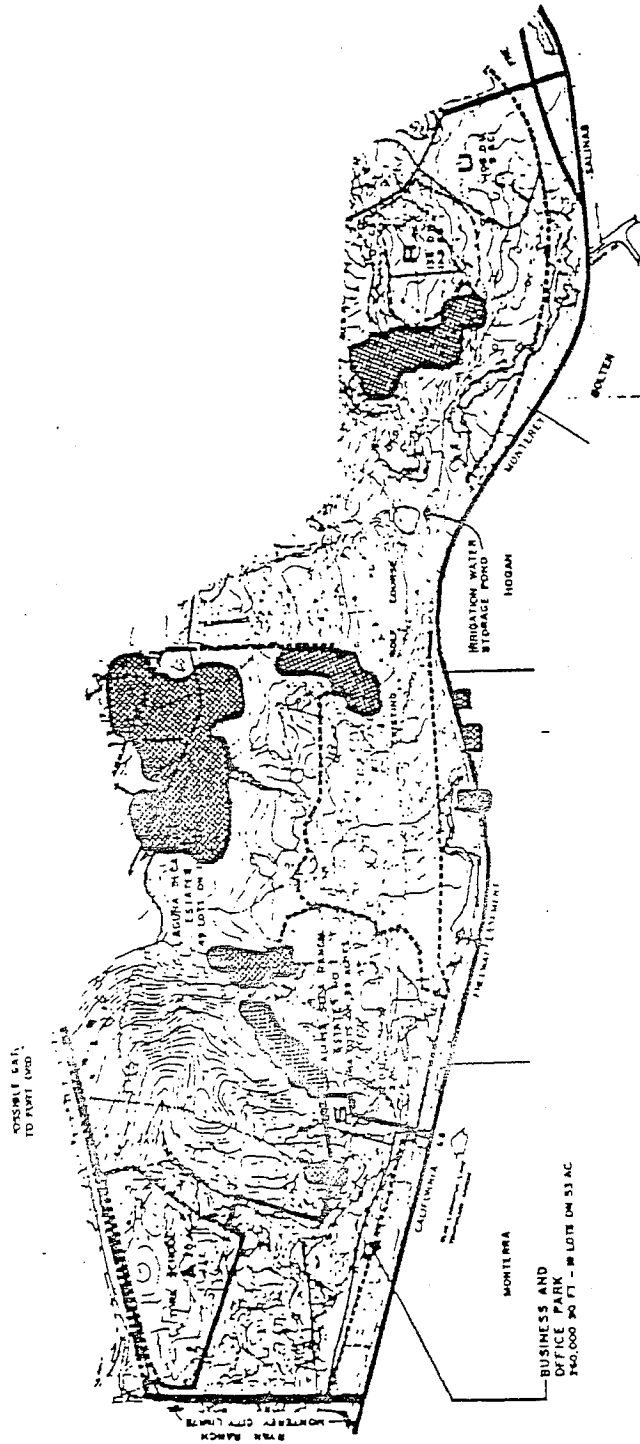
Impact

The discussion of impacts of development of the proposed project is limited by the existing general level of project design. The final, more detailed site design will be subject to review by the County's Planning Department and compliance to applicable County policies.

Removal of vegetation, grading and office construction will cause some visual impacts, especially in the areas of moderate visibility. Since the Patri computer model was based on topography, structures built above ground level could increase visibility of developed areas as viewed from Highway 68. Areas proposed for two story



Scale in Feet



Areas moderately and highly visible from Highway 68



LAGUNA SECA OFFICE PARK

Viewshed

FIGURE 15

Source: FMC viewshed survey

development may increase the impact resulting from development of the area. However, the on site visual survey conducted by Hall, Goodhue indicates this impact may be minor.

The rural project site setting would be partially replaced by more highly developed environment, i.e, the Office Park Development. Detailed architectural and grading plans are not yet available for analysis at this preliminary stage of development. It is important that the final site plan reflects the stated design standards and policies of the County of Monterey and is responsive to the visual sensitivity of the area. The project should maintain a 100 foot setback from the future plan lines of Highway 68. More detailed site planning will be necessary to determine conformance for the rest of the site.

Mitigation Measures

29. As proposed by project developers, development in areas viewed from State Route 68 should be inconspicuous in order to maintain the natural rural character along this scenic corridor.

Applicable plans and policies suggest that no development take place along the State Route 68 corridor which would compromise the natural scenic resources. The development should be set back an appropriate distance from the Creek and down from the slopes of the hillsides in order that it not be visible from Highway 68. Particular attention should be given to Lot 1.

30. Site placement should take into consideration existing vegetation which can be utilized as a screen to limit visual impacts.

Additional planting of vegetation will aid in reducing visual problems.

31. The minimum building setback from future four lane Highway 68 should follow the suggested City of Monterey standard of 100 feet. This setback should be landscaped with natural vegetation.

Design Criteria. The following design criteria are presented as guidelines for use by the County of Monterey's Planning Department when evaluating the final detailed site development plans. These criteria are general in nature because overly prescriptive standards of design, given the current preliminary planning stage of the project plan, could be detrimental to the ultimate success of the project.

Site Design

32. Development should be designed to blend with the natural terrain, by using innovative site design, grading techniques, building types and spacing of buildings, particularly along the Highway 68 corridor.

33. Removal of native vegetation, particularly trees, should be minimized.
34. Grading in hillside areas should be minimized to the portion of the site covered by the structure. Required grading should be finished to blend with the natural contours by avoiding abrupt changes in grade and by rounding off sharp angles along the sides of cut and fill slopes. The mass grading of large building pads and excessive terracing should be avoided. (No grading plan has been submitted to date, so full extent of grading is not known at this time.)
35. Roadways should be designed to reflect the natural topography in order to minimize grading of hillsides.

Architectural Characteristics. The following, more detailed guidelines, could be incorporated into the final site design.

36. Exterior colors and materials that blend, rather than contrast, with the surrounding soil and vegetative cover should be used. Highly reflective surfaces and colors should be avoided.
37. Structures should not greatly exceed the height of the tree canopy.
38. External lighting should be of low profile design, unobtrusive and compatible with the rural character of the project area. Consider using warm tone lights on Dark Standards.
39. Roofs of buildings at lower elevations should be attractively designed to enhance views of these buildings from adjacent hillside residential areas. In general, sloping, gabled or vaulted roofs constructed of wood shingles, wood shakes or tiles are preferred over flat, gravel type roofs. Mechanical equipment on roofs should be screened so that it is not apparent from the hillside areas.
40. Parking and service areas for office uses such as the loading/unloading areas, should be screened from view, probably with fences and landscaping.
41. Architectural detail should consider the appearance of buildings as seen from the hillside areas, as well as from on grade with the building. Awnings, balconies and planters could be used to add interest when viewed from above.
42. Edges between the office area and adjacent private residential areas should be defined by landscaping.
43. Utility lines serving the project should be placed underground.

44. Signage should be minimized, particularly along Highway 68, and complement the adjacent natural areas. There should be a comprehensive sign motif which is compatible with the building design and surrounding natural setting.
45. Natural landscaping should be provided around buildings to screen them from internal roadways and from surrounding areas, especially Highway 68.
46. Roadway guard rails and fences should blend into the landscape as much as possible.

Project Proponents' Design Control Standards

The developer has suggested that the following design control measures will be incorporated into deed restrictions and the CC and R's:

All roads, paths, buildings, etc., will be planned to preserve the natural character of the site. Excessive exposed earth cuts and large land fills will not be permitted. Care should be taken during planning and construction to preserve healthy trees.

All signs shall conform to an overall sign concept coordinated throughout the entire development. This overall sign design concept will control color, shape, size and content of all signs. Symbols rather than words shall be used wherever possible. The overall sign design concept plan shall be submitted to and approved by the Planning Commission prior to any sign construction.

Additionally, design control standards are proposed by the developer to be subject to approval of Laguna Seca Ranch Architectural Review Board. The Board will review all proposals for conformity with the intent and requirements of the Design Control Standards.

On public and private roads, curbs are to be minimized to retain a rural character and to avoid a "hard edge definition." All road surfacing shall be coarse aggregate asphaltic concrete with color and texture uniform throughout the Ranch Development.

The design of landscaping shall be guided by the concept of the natural oak woodland penetrating developed areas. The selection and placement of plant materials shall be in aesthetic and horticultural sympathy with the natural plant materials of the forest preserve areas which adjoin developed areas.

Fences shall be vertical and painted white or stained a natural color. Fencing along the boundaries of the development, if needed, shall be rural in character.

Street furniture, such as lamp posts, benches, litter containers, hydrants, plant containers, et cetera, shall be of a design compatible with the architecture and the character of the land and shall be consistent throughout the development.

All signs shall conform to an overall sign design concept coordinated through the entire development. This overall sign design concept will control color, shape, size and content of all signs. Symbols rather than words shall be used wherever possible.

Shingle roofs and/or tile stucco and natural wood siding exterior walls, arranged with particular attention to human size, shall dominate the architectural design of all buildings. Building complexes shall be designed to follow the existing slope of the land and be planned to minimize exposed earth cuts and fills and to preserve existing trees. In all cases, the forest shall take aesthetic precedence over structures and shall penetrate building complexes. Colors shall be selected from a recommended color palette. Color accents, in general, will be in doorways, windows, and on selected wall areas.

Exposed mechanical devices, such as radio and TV antennas, blowers, air conditioning devices, et cetera, will be minimized and blended. All utilities are to be underground.

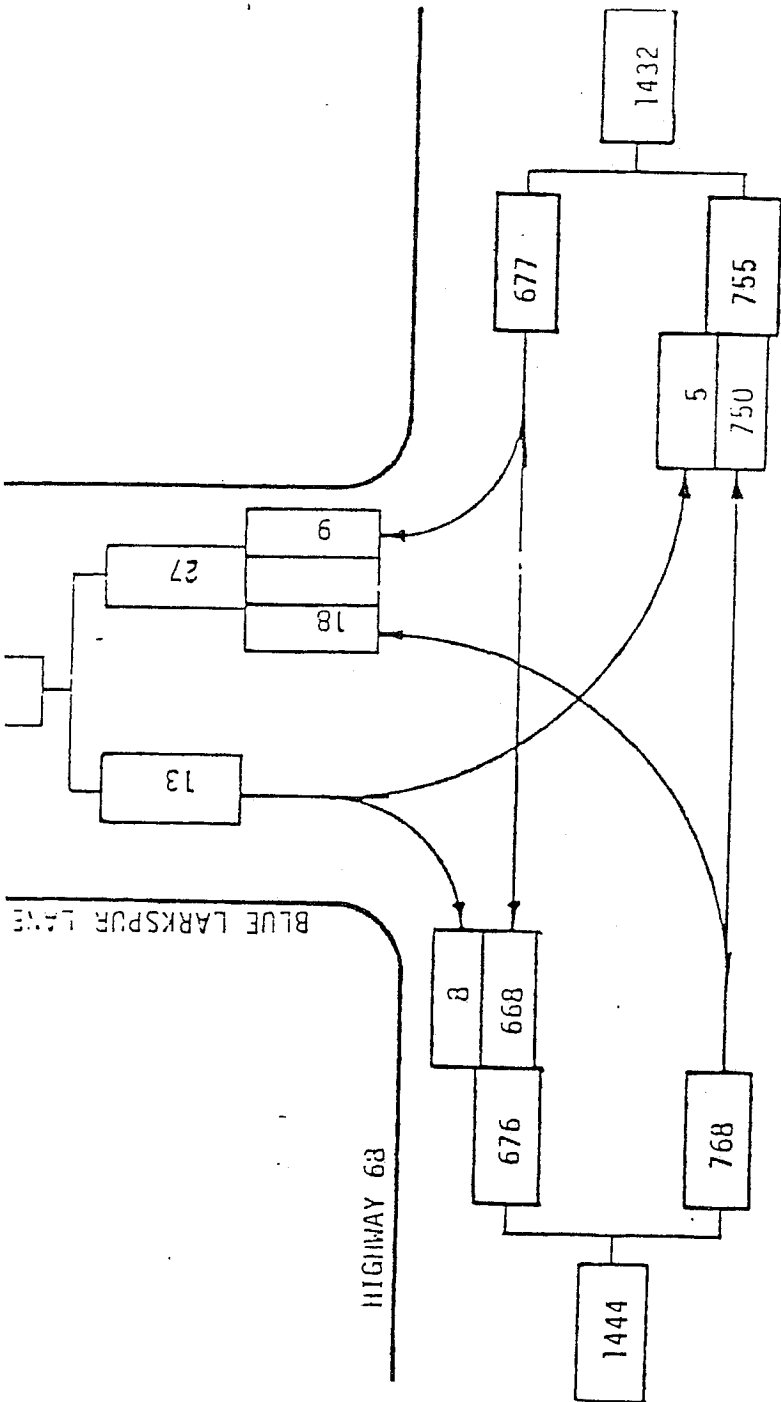
2.7 Traffic and Circulation

Traffic Volumes

The following discussion is taken from traffic reports prepared for the area by William Dryden, Consulting Engineers and George W. Nickelson, P. E., Traffic Engineer.

Access to the project vicinity is provided by State Highway 68 (Monterey-Salinas Highway), which is a two-lane rural highway which runs in an east/west direction. It is the main traffic corridor between Salinas and Monterey. Current daily traffic volumes near the project site on Highway 68 average about 12,700 with peak hour volumes of approximately 1,250, based upon recent CalTrans counts summarized in Table 5 and illustrated in Figure 16. The peak hour level of service (L.O.S.) is D, with a volume to capacity (v/c) ratio of .67.

Additional access to the project vicinity is provided by State Highway 218 (Canyon del Rey Boulevard), which is a two-lane rural highway, in the vicinity of its intersection with Highway 68 -- approximately a half mile west of the Office Park. It provides service to State Highway 1 in Seaside via Del Rey Oaks. Average daily traffic (ADT) on Highway 218 is presently about 4800 near the junction of Highway 68.



Legend
Existing traffic counts
ADT - Average Daily Traffic

LAGUNA SECA OFFICE PARK
1980 Peak Hour Volumes
FIGURE 16

Source: William Bryden Consulting Engineers

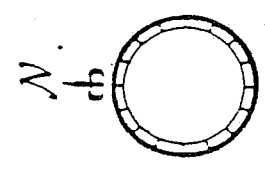


Table 5

Traffic Characteristics

Street	Speed (MPH) Signed Expected	Lanes of Travel		Average Daily Traffic	
		1980	2000	Project Traffic 1980	Project Traffic 2000
Highway 68 (Monterey-Salinas Highway)	55 50-55	2	2-6	12,700-15,000 245-595	49,560-81-780* 6,780-12,600
Highway 218 (Canyon del Rey Boulevard)	55 50-55	2	2-4	4800 150	21,920 2,520

- Note:
- A. Source: California Department of Transportation.
 - B. Peak Hourly Volumes (PHV) are approximately 10 percent of Average Daily Traffic (ADT).
 - C. 1980 Project Traffic includes York School, the golf course and 45 residential units.
 - * Includes Monteria and Tarp Flats Developments, which no longer exist because of the defeat of Monterey II.

Access to the on-site street network is presently provided from Highway 68 by Blue Larkspur Lane and York Road. Blue Larkspur Lane provides a two-lane temporary access to Laguna Seca Estates No. 1, with an estimated average daily traffic (ADT) of about 450. Evening peak hour turning volumes at this intersection are illustrated in Figure 16. This is a temporary access that will be closed upon completion of the street network to the Office Park, located between Blue Larkspur Lane and York Road. York Road is a two-lane facility presently providing access to the golf course, York School and Fort Ord Military Reservation.

The north-south portion of York Road at the west end of the Ranch lies within a 70 foot wide strip owned in fee by Fort Ord. The owners of the Laguna Seca Ranch hold a license for use of this road. The owners of the Ranch have reserved a 60 foot roadway easement paralleling York Road so that a new road could be built along this westerly quarter mile should it ever become necessary that the Army revoke the existing license.

The intersection of Highway 68/York Road presently provides a 200 foot left turn lane for the eastbound Highway 68 traffic entering York Road. According to the Monterey County Planning Department, existing average daily traffic (ADT) on York Road is 550.

Public Transit Service

Existing public transit service is provided by the Monterey Peninsula Transit District Route 21. This route operates between Monterey and Salinas at a one hour headway from 6 a.m. to 7 p.m. on weekdays and Saturdays. Sunday service also is provided between 10 a.m. and 7 p.m. Ridership presently has an insignificant impact on vehicular traffic volumes.

Projected Future Traffic Volumes

Traffic from Off-Site Sources. A number of large developments on Highway 68 in the project vicinity are currently in various stages of planning or construction. These include the Garden Road Office Park, the Way Station motel and restaurant, the Trade Center, Monterra Ranch, the Airport Industrial Park, Ryan Ranch and Tarpey Flats, all located to the west of the project; and Hidden Hills. These developments are expected to be completed over the next 25 to 30 years. At that time, total daily external traffic generated from the projects to the west of Laguna Seca are expected to be approximately 84,500, based upon a traffic study for Monterra, Ryan Ranch and Tarpey Flats by TJKM Transportation Consultants. Approximately 25,000 (30%) of these trips are expected to be distributed to the east of their points of generation, and to pass the entrance to Laguna Seca Office Park on Highway 68. Approximately 8724 trip ends (10% of the ADT) are expected during the evening peak hour, with 3571 inbound and 5154 outbound. The resulting peak hour

volumes past Laguna Seca Office Park from these off-site developments are 2620 vehicles per hour, with a directional split of 1070 westbound and 1550 eastbound. Hidden Hills is expected to generate about 600 trips per day with about ten percent in the peak hour. This results in an additional 30 vehicle trips past the Office Park entrance during the peak hour, based upon the directional splits of other off-site projects.

Additional traffic growth on Highway 68 is expected to occur, due to regional growth, at a rate of two percent per annum. The resulting traffic volumes near the Office Park, excluding its future traffic, are shown in Figure 17.

George W. Nickelson, Traffic Engineer, has pointed out in his Traffic Analysis of Laguna Seca Ranch (1981), that the magnitude of added development as projected by the TJKM Transportation Study may be grossly overstated. He indicated that the projected developments would represent a major increase in the employment and population characteristics of the entire County. Over 20,000 new jobs would need to be created along the Highway 68 corridor, as well as 3,400 new residential units (which, in themselves, could not balance the employment demand) in order to arrive at the 8,724 p.m. trip ends.

Furthermore, the projected developments in the TJKM study no longer exist because of the recent rejection of Monterey II. He concludes that the TJKM analysis is tenuous because the actual development along the Highway 68 corridor may be significantly less than projects currently proposed.

Freeway Plan Lines Plan Lines for future freeway construction have been adopted for the entire route between Monterey (Highway 1) and the end of freeway at River Road near Salinas. However, funding currently is unavailable and no specific forecast exists of the timing for conversion. A portion of the future right of way within the plan lines was granted as an easement to Monterey County by the owners of Laguna Seca Ranch at the recordation of the Laguna Seca Ranch Estates No. 2 Subdivision early in 1980.

The Ryan Ranch will utilize York Road as a major project entrance, and is expected to add 7,000 vehicle trips per day to York Road, with 1400 of these during the peak hour. The resulting turning volumes at the York Road intersection with Highway 68 are shown on Figure 18.

The preliminary plans for the freeway include an interchange to serve the Office Park development. This intersection at York Road, also will service Ryan Ranch and the east end of Monterra. The preliminary development plans include cooperation with the developers of Ryan Ranch in any necessary improvements to the present York Road/Highway 68 intersection.

SEASIDE

DEL REY OAKS

CANYON DEL REY BLVD
(STATE ROUTE 218)

MONTEREY
AIRPORT

FORT ORD

8550

YORK RD

15,200

19,400

71,700*

LAGUNA SECA RANCH

450

BLUE LARKSPUR LA.
(TEMPORARY ACCESS)

MONTEREY-SALINAS HWY.
(STATE ROUTE 68)

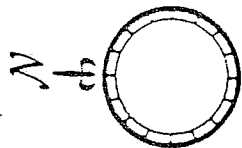
42,780

CITY OF MONTEREY

COUNTY OF MONTEREY

Legend

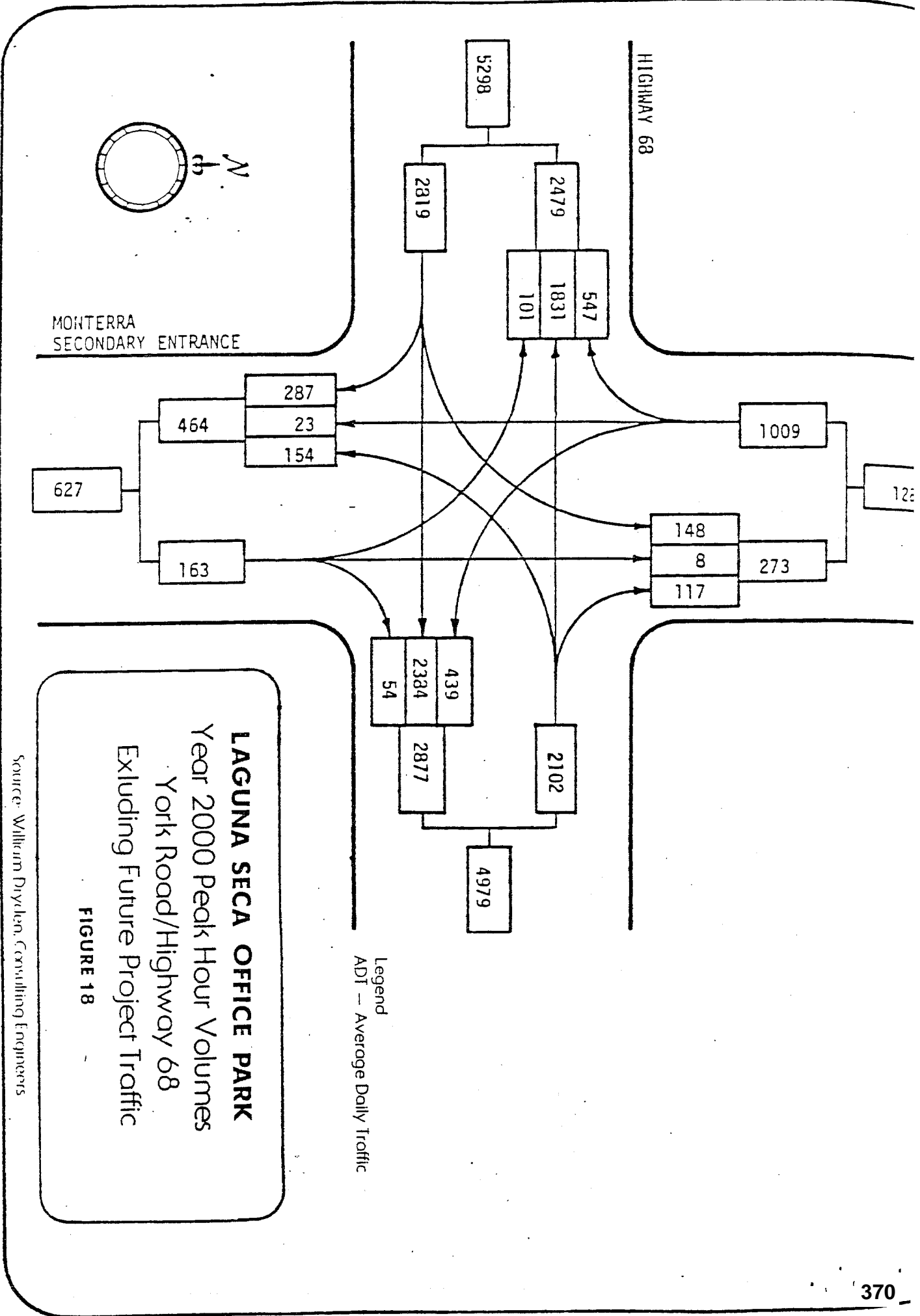
ADI — Average Daily Traffic East of Highway 68



LAGUNA SECA OFFICE PARK

Traffic Flow Map
Year 2000 Volumes
Excluding Project Traffic

FIGURE 17



SEASIDE

DEL REY OAKS

CANYON DEL REY BLVD
(STATE ROUTE 218)

MONTEREY
AIRPORT

FORT ORD

YORK RD

550

12,700

4,800

15,000*

LAGUNA SECA RANCH

450

BLUE LARKSPUR LA.
(TEMPORARY ACCESS)

12,700

MONTEREY-SALINAS HWY.
(STATE ROUTE 68)

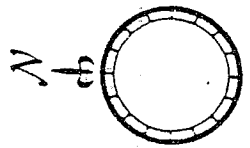
COUNTY OF MONTEREY

CITY OF MONTEREY

LEGEND

ADT - Average Daily Traffic

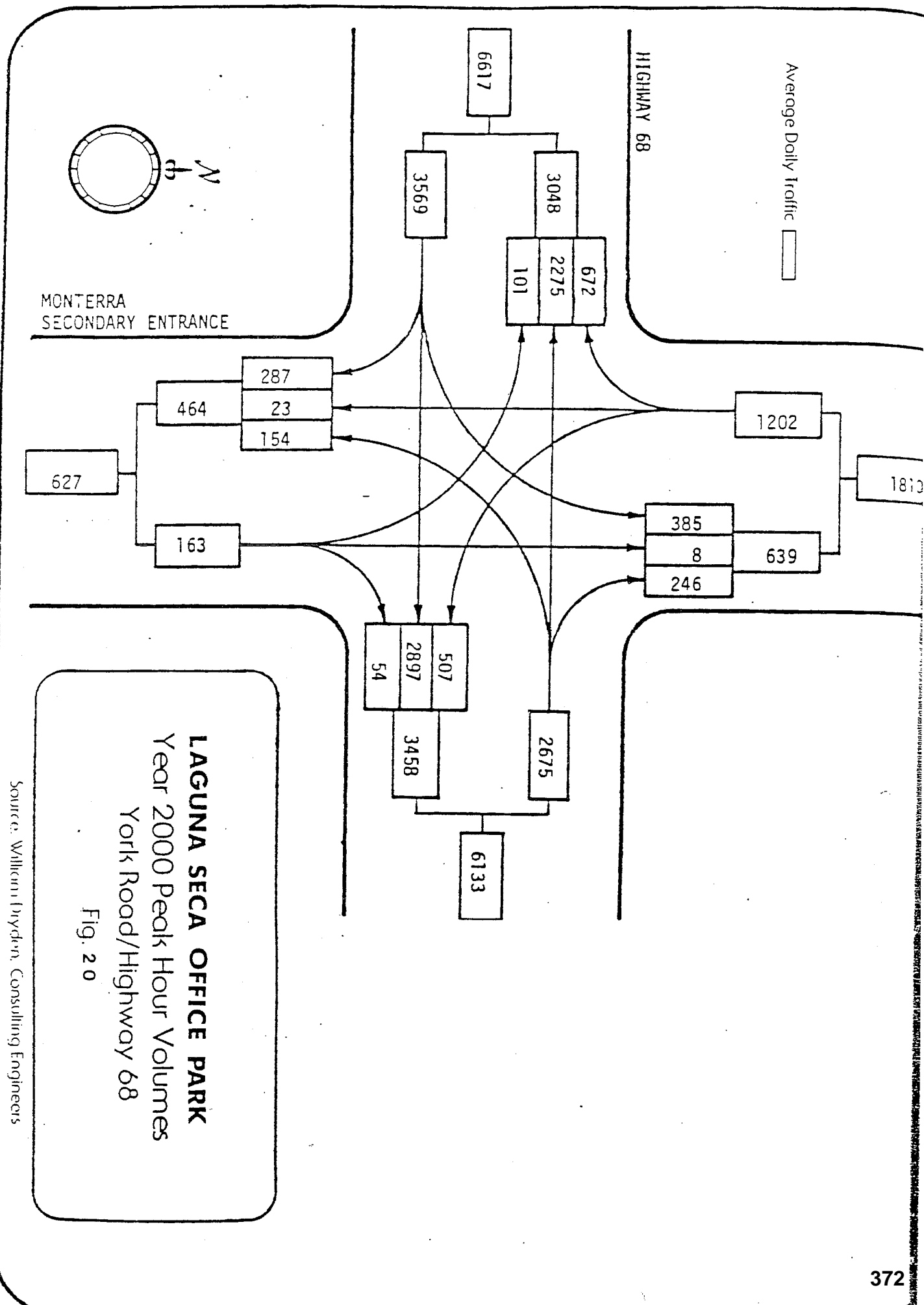
*East of Hwy 1



LAGUNA SECA OFFICE PARK

Traffic Flow Map
1980 (Existing) Volumes

Fig. 19



Project Traffic Generation and Distribution

On-site access to the project site will be provided by York Road which is an existing entrance to the property. Blue Larkspur Lane will be closed to through traffic after development occurs.

According to both Traffic Engineers, Dryden and Nickelson, expected project-generated traffic is 3,120 trips per day and 3,900 average trips per day (ADT).

It has been pointed out by Carl Hooper, Project Engineer for Laguna Seca Office Park, that with a small change in transportation mode, the average trips per day could be reduced by 30% to approximately 2,500 average trips per day. He suggests that 20% of the employees would car pool, 10% would use buses and the remaining 70% use individual cars. Also included in the 2,500 ADT would be 400 customer trips per day. The breakdown would be as follows:

70%	in individual cars	= 700 employees X 2.5 trips	= 1,750
20%	in car pools	= 200 employees X 2.0 trips	= 400
10%	in buses	= 100 employees X 0 trips	= 0
		200 customers X 2.0 trips	= 400
TOTAL TRIPS			= 2,550

Impacts

Traffic increases external to the project could include 85,120 vehicle trips added over the next 25 to 30 years from various developments near Laguna Seca Office Park plus about a two percent per annum increase due to regional growth.

The professional Office Park development will produce between 2,500 to 3900 average daily trips (ADT).

According to the TKJM Report, near the proposed Office Park Highway 68 presently operates at a D L.O.S., with a v/c ratio of .67. The expected level of service in the year 2000 on a proposed six-lane expressway will be F with a v/c ratio of 1.01 without project traffic.

Traffic signals will be warranted at the project entrance. Additional study of the necessary signal control and intersection geometrics will be required when the type of Highway 68 facility to be constructed is determined.

Additional examination of traffic control will be necessary at York Road/Blue Larkspur Road intersection at the time of development.

Mitigation Measures

47. Traffic signalization should be provided. Additional study is necessary for the intersection of York Road and Highway 68. Determination of signal phasing, location, timing and intersection geometrics will be required. It has been determined by Public Works that Larkspur Road will be closed.
48. Care should be taken to provide adequate sight distances at all on-site intersections.
49. Additional study by the County Public Works Department should be made of the usage of Ryan Ranch roads as access routes to Highway 218 from York Road.
50. Additional bus transit service should be provided to and from Monterey.
51. The Office Park business organizations should cooperate with one another to provide flexible or staggered business hours and to assist in the formation of carpools or vanpools.

2.8 Air Quality

The northern portion of the Salinas Valley, to which this area is connected, is considered a part of the same air basin as all of the coastal areas of Monterey County. It is identified as the North Central Coast Air Basin. Motor vehicles are the largest source of gaseous pollutants in the North Coastal basins. Carbon monoxide, nitrogen oxides and hydrocarbons comprise the basic category of air pollutants emitted from automobiles. Though the emissions from a particular car do not seem exorbitant, it is the volume which accounts for the pollution potential.

Under the Federal Prevention of Significant Deterioration Program (PSD), areas which are maintaining federal air quality standards currently are being classified. Monterey County presently fails to meet standards designated as Non-Attainment Areas, and is required to prepare a Non-Attainment Plan. A Non-Attainment Plan has been prepared by the Association of Monterey Bay Area Governments (AMBAG); it proposes general measures regarding traffic flow and transit services which should enable this district to meet federal standards by 1982. In addition, general policies pertaining to mobile-source and land-use controls are suggested. Although there are no specific policies for North Monterey County, the plan recommends that all large residential developments be reviewed by AMBAG according to the A95 review process.

The North Central Coast Air Basin has been designated as non-attainment for one of five "criteria" pollutants -- that of oxidants. Hourly averages of oxidant levels measured between 1973 and 1977 in Salinas showed a total of twelve days and 19 hours when the levels exceeded the national Ambient Air Quality Standards. However, at this time the federal standard was 0.08 parts per million (ppm). Since that time it has been relaxed to .12 ppm. A 50% reduction of total allowable emissions is the goal for 1982.

Impact

The proposed project will contribute to the following potential impacts:

- o Cumulative increase in existing levels of air pollutants.
- o Incremental degradation of air quality in the northern Salinas Valley and its surrounding vicinity.

Because the Salinas Valley is susceptible to air quality degradation, the proposed project would contribute to a cumulative increase in existing levels of air pollutants resulting mainly from automobile emissions.

Project pollutant levels in conjunction with existing and future development in the North County Area will result in an incremental degradation of air quality, at least in the short term. In the long term, automotive emission controls devices will result in an overall reduction of emission per automobile, as shown in Table 6. Cumulative increases in traffic volumes could result in a continued or increased frequency of air quality maintenance standards being exceeded (unless technology improves substantially within the next 10 years).

National energy policy may result locally in a shift to more mass transit with a reduction in the overall vehicle miles traveled and a beneficial impact on overall air quality.

Mitigation Measures

52. As specified in the Air Quality Maintenance Plan, project plans should be reviewed by AMBAG. Project design feasibly could provide mitigation for reducing energy usage by incorporating measures that reduce traffic trips and trip lengths. Project design should be evaluated by appropriate agencies to determine whether optimal design criteria to reduced fuel consumption and air quality degradation has been met in this development.

Table 6

Mobile Source Table

COMPUTATION SHEET
SOURCE IMPACT COMPUTATIONS

PROJECTLAGUNA SECA

DAILY TRAFFIC..... 12700
 LENGTH..... 2.5
 TRAFFIC..... 1250
4:30-5:30
 -HR..... 8500
 NOON-8PM
 FIC - 6-9am 2540
 CITY..... 18955
 LINK SPEED..... 45
 OF UTILIZATION..... 1983
 HOUR VOLUME CAPACITY
 RATIO-SLOW DIRECTION. 0.67

POLLUTANT : HYDROCARBONS
 EMISSION FACTORS IN GRAMS/MILE
 AT AVERAGE LINK SPEED. 1.36
 AT 10.00 MPH..... 5.67

EMISSION RATES : MICROGRAMS/METER-SECOND

HOURLY EMISSION RATE..... 1226
 8-HOUR EMISSION RATE..... 254
 24-HOUR EMISSION RATE..... 121
 TOTAL DAILY EMISSIONS..... 43180

POLLUTANT : CARBON MONOXIDE
 EMISSION FACTORS IN GRAMS/MILE
 AT AVERAGE LINK SPEED. 14.23
 AT 10.00 MPH..... 65.16

POLLUTANT : NITROGEN OXIDES
 EMISSION FACTORS IN GRAMS/MILE
 AT AVERAGE LINK SPEED. 4.87
 AT 10.00 MPH..... 3.01

EMISSION RATES : MICROGRAMS/METER-SECOND

HOURLY EMISSION RATE..... 14091
 8-HOUR EMISSION RATE..... 2661
 24-HOUR EMISSION RATE..... 1265
 TOTAL DAILY EMISSIONS..... 451803

EMISSION RATES : MICROGRAMS/METER-SECOND

HOURLY EMISSION RATE..... 651
 8-HOUR EMISSION RATE..... 911
 24-HOUR EMISSION RATE..... 433
 TOTAL DAILY EMISSIONS..... 154623

POLLUTANT : SULFUR OXIDES
 EMISSION FACTORS IN GRAMS/MILE
 AT AVERAGE LINK SPEED. 0.21
 AT 10.00 MPH..... 0.21

POLLUTANT : PARTICULATES
 EMISSION FACTORS IN GRAMS/MILE
 AT AVERAGE LINK SPEED. 2.1
 AT 10.00 MPH..... 2.1

EMISSION RATES : MICROGRAMS/METER-SECOND

HOURLY EMISSION RATE..... 45
 8-HOUR EMISSION RATE..... 39
 24-HOUR EMISSION RATE..... 19
 TOTAL DAILY EMISSIONS..... 6668

EMISSION RATES : MICROGRAMS/METER-SECOND

HOURLY EMISSION RATE..... 515
 8-HOUR EMISSION RATE..... 445
 24-HOUR EMISSION RATE..... 212
 TOTAL DAILY EMISSIONS..... 75565

ROADSIDE CO CONCENTRATIONS IN MICROGRAMS PER CUBIC METER: 7327
 ROADSIDE CO CONCENTRATIONS IN MICROGRAMS PER CUBIC METER: 692

53. The use of public transit as a substitute for private automobile trips is the only practical means of mitigating a project in a decentralized area such as the Highway 68 corridor area, where few commercial services are available, to reduce vehicle miles traveled. A bus stop exists along Highway 68 and York Road, although the project site is not presently serviced by other public transit. Services could be extended into the site at the time of project implementation. Service extension and project design should be coordinated with the Monterey Peninsula Transit Service to facilitate the provision of transit service to the project site.
54. Encourage carpooling for commuters (particularly office workers) by providing local informational and coordinating centers with an open file of employee destinations. A portion of the most conveniently situated office parking spaces should be reserved for carpool participants.

2.9 Noise and Airport Safety

The primary noise generators in the project vicinity are aircraft operations at the Monterey Peninsula Airport and traffic on Highway 68. Occasional military operations at Ford Ord and car racing at Laguna Seca Raceway also contribute to the areawide noise environment. The following is a discussion of these noise sources and their effects.

Environmental Management Consultants, Monterey, California conducted a noise survey on the entire Laguna Seca Ranch property on January 24, 25 and 26, 1981, to determine on-site noise decibel levels. A sound level meter, calibrated at 114 decibels (dbA) was used. Noise decibel levels were taken at peak traffic hours and were measured at 23 points on the property, including various building sites, elevations and proximity to Highway 68 and the Airport. The readings were measured at 15 second intervals at all locations. Table 7 summarizes the decibel measurement results for those areas around the Office Park and Figure 21 illustrates the noise contours of the Laguna Seca Office Park property. Appendix E provides a noise reading location map.

The average noise level was 57.1 decibels (dbA). The minimum reading was 43 dbA, which was taken in an area with vegetative screening and at a significant distance from any noise source. The maximum reading was 80, which occurred near Highway 68.

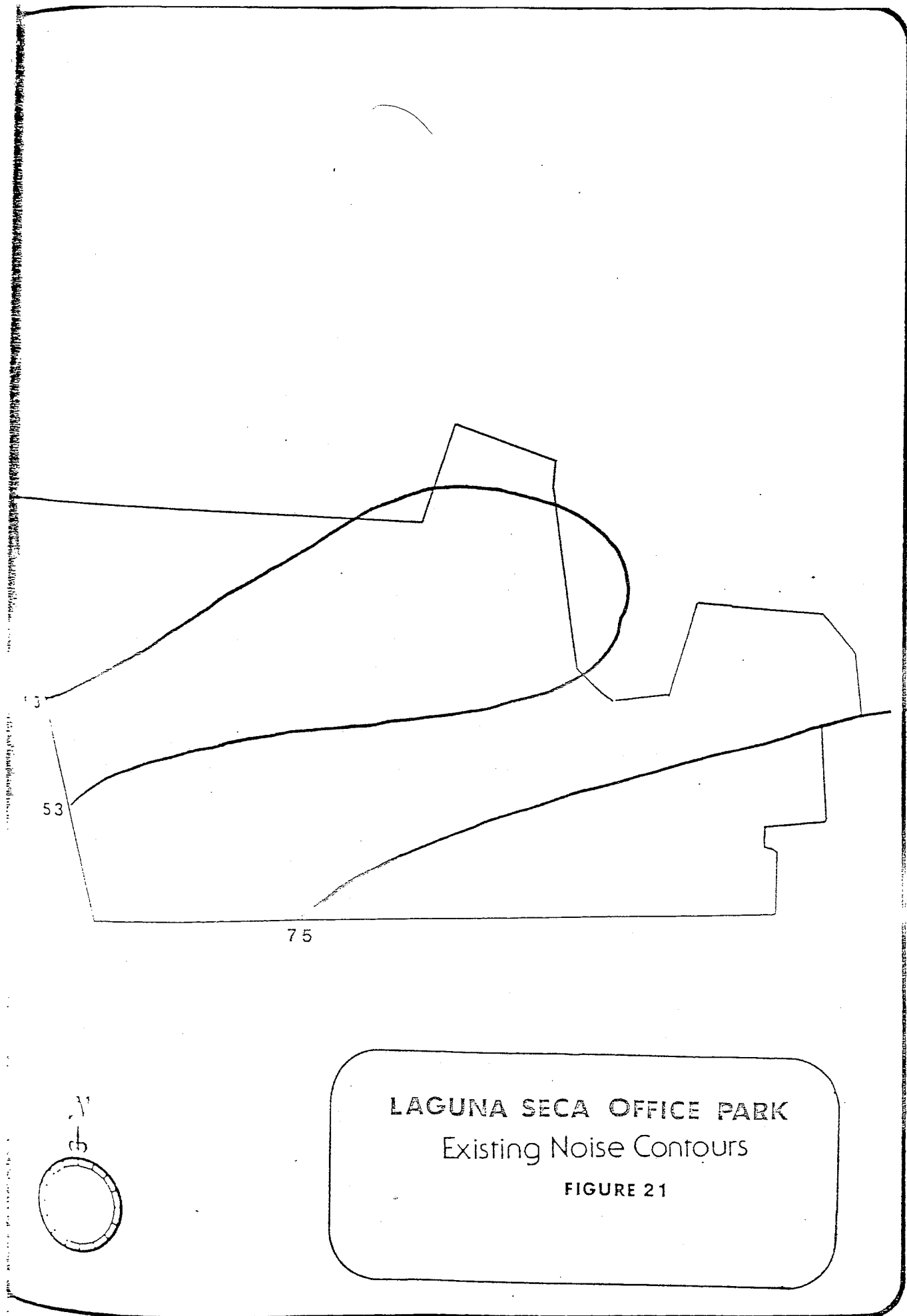


Table 7
Office Park Noise dbA Readings

Site Number	Reading Average dbA	Range	
		Minimum dbA	Maximum dbA
1	72	60	80
2	53	48	70
3	48	43	65
10	53	49	70
11	50	48	60
13	67	50	83

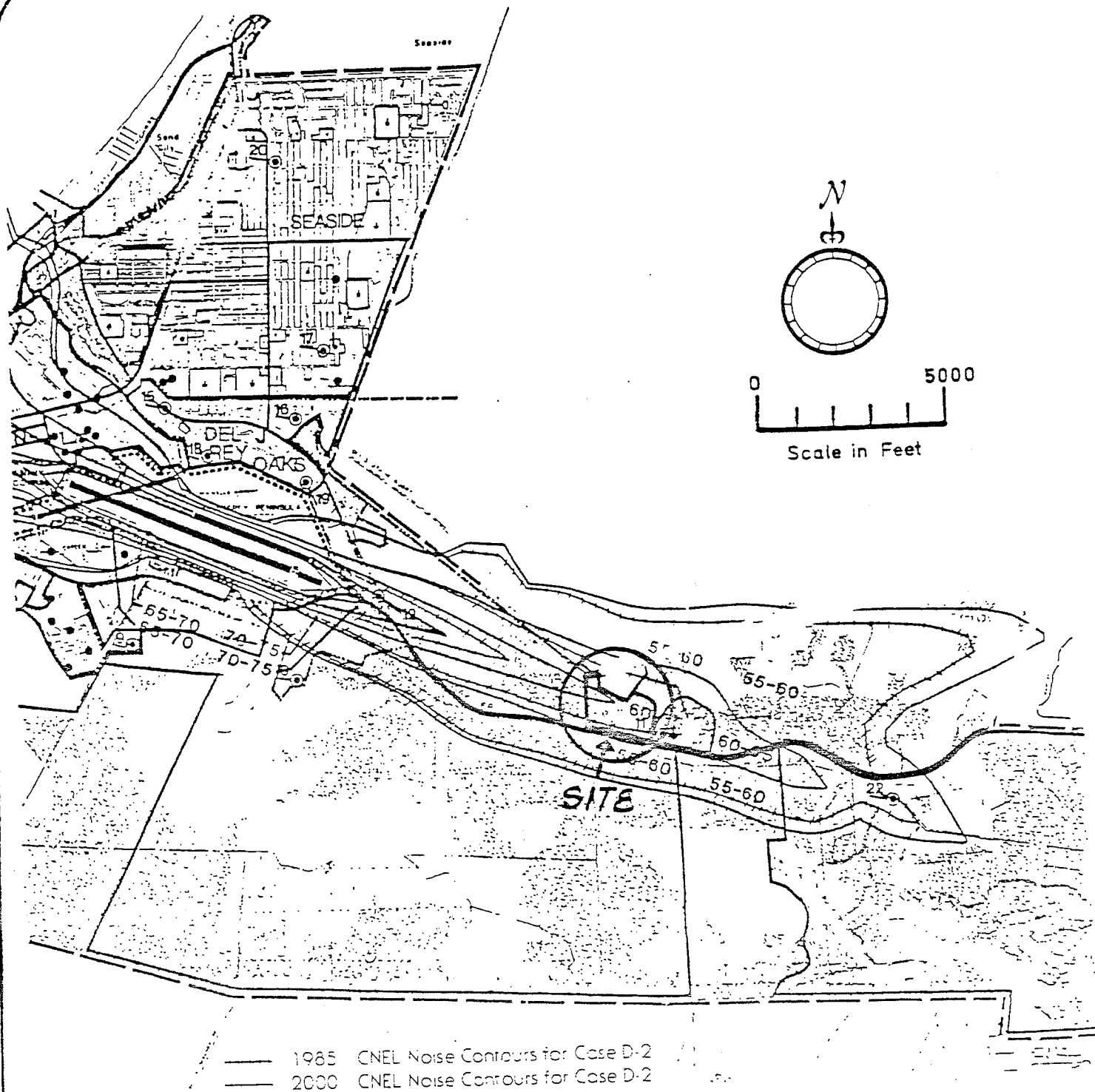
SEE APPENDIX FOR NOISE SITE READING LOCATIONS

Land use types can be compared to noise compatibility levels to provide standards for development and to determine whether or not special noise attenuation measures should be provided in proposed developments. Table 8 shows the compatibility of existing and proposed land uses with present and projected noise levels.

Frequent operations of both air carrier and general aviation aircraft are generated by Monterey Peninsula Airport. Both aircraft noise and safety are of concern in the airport environs because of the proximity to the airport of potentially developable and presently developed lands.

Due to its proximity to the Monterey Peninsula Airport, the project area is vulnerable to aircraft noise, safety from falling aircraft, and subject to provisions of the Monterey County Airport Approaches Ordinance #1856. These provisions generally pertain to height limitations.



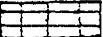

Approximately 50% of all flights arriving or departing from Monterey Peninsula Airport use the easterly flight path which passes directly over the project site. These aircraft overflights generate a great deal of noise. For the purposes of this report the following reports were consulted: The Proposed Master Plan for the Monterey Peninsula Airport (1975) and the Whisler-Patri Environmental Reconnaissance, prepared by Buonaccorsi and Associates (1975). In both reports, noise exposure is described in decibel (dbA) levels, using the CNEL system. The Whisler-Patri study depicts higher noise levels on the project site than does the airport Master Plan, with the 65 dbA CNEL countour impacting a larger portion of the site. Accordingly, the 60 CNEL contour in the Whisler-Patri report covers a larger area of the site than it does in the Airport Master Plan. (Figure 22 depicts the future noise contours on the site, according to the study conducted by Buonaccorsi and Associates.)



LAGUNA SECA OFFICE PARK Airport Future Noise Conditions

FIGURE 22

Table 8
Land Use Compatibility for Community Noise Environments
Outdoor Noise Levels

LAND USE CATEGORY	COMMUNITY NOISE EXPOSURE L _{dn} OR CNEL, dB						
	55	60	65	70	75	80	
RESIDENTIAL - LOW DENSITY SINGLE FAMILY, DUPLEX, MOBILE HOMES							 NORMALLY ACCEPTABLE Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.
RESIDENTIAL - MULTI. FAMILY							
TRANSIENT LODGING - MOTELS, HOTELS							 CONDITIONALLY ACCEPTABLE New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design. Conventional construction, but with closed windows and fresh air supply systems or air conditioning will normally suffice.
SCHOOLS, LIBRARIES, CHURCHES, HOSPITALS, NURSING HOMES							
AUDITORIUMS, CONCERT HALLS, AMPHITHEATRES							 NORMALLY UNACCEPTABLE New construction or development should generally be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design.
SPORTS ARENA, OUTDOOR SPECTATOR SPORTS							
PLAYGROUNDS, NEIGHBORHOOD PARKS							 CLEARLY UNACCEPTABLE New construction or development should generally not be undertaken.
GOLF COURSES, RIDING STABLES, WATER RECREATION, CEMETERIES							
OFFICE BUILDINGS, BUSINESS COMMERCIAL AND PROFESSIONAL							
INDUSTRIAL, MANUFACTURING UTILITIES, AGRICULTURE							

Source: California State Department of Health, Office of Noise Control, February 1976.

Several noise regulations and guidelines are applicable to Monterey Peninsula Airport. California Administrative Code, Title 21 Subchapter 6, Noise Standards, establishes limitations on airport noise in residential communities. For Monterey Peninsula Airport, the criterion CNEL is 70 dbA until December 31, 1985, and 65 dbA thereafter.

A steering committee of the Monterey Peninsula Airport Board and surrounding cities recently have completed an Airport Noise Control and Land Use compatibility (ANCLUC) Study for Monterey Peninsula Airport. The ANCLUC Study analyzed six aircraft operational alternatives and their noise impacts. The six alternatives were screened to the two alternatives with the least noise impact (Cases D1 and D2). After further analysis, Case D2 was selected. Case D2 assumes 1) runway 28L would be extended 1000 feet to the east; 2) a new runway would be constructed parallel to runway 28L; and 3) runway 6-24 would be closed. Correspondingly, flight paths would be modified. There also would be general aviation training. Figure 32 presents the noise contours presented by the ANCLUC Study for Case D2.

The Laguna Seca area is contained in the planning area agreed upon by the Airport Noise Control and Land Use Compatibility (ANCLUC) Study's Steering Committee and adopted by ALUC Resolution 74-1. This planning area started with the Airport Land Use Commission's area of influence for the airport and was then expanded to include all of Monterey, Pacific Grove, Seaside, Del Rey Oaks and an area extending out to Corral de Tierra Road and bounded by parallels 5000 feet either side of the center line of Runway 10-28. This area is substantially larger than the original Airport Area of Influence about the Monterey Peninsula Airport.

The jet aircraft providing air carrier service to Monterey Peninsula Airport are the primary contributors to noise levels in the airport vicinity. Presently, five commercial airliners serve Monterey, including two major airlines and three smaller commuter airlines. Recently, new CNEL contours for Monterey Peninsula Airport have been developed as part of the ANCLUC Study (Perry, 1979). The contours show that the airport vicinity is exposed to average aircraft noise well above 55 CNEL in 5 dbA increments. These contours suggest that airport CNEL noise levels have decreased by about 5 dbA or more from 1974 levels.

In an attempt to reduce aircraft noise levels and noise annoyance in the vicinity of Monterey Peninsula Airport, three ordinances have been adopted recently by the Monterey Peninsula Airport District. These ordinances have been designed to limit the hours of operation of the airport, regulate traffic pattern altitudes and the altitude of aircraft making turns while departing from the pattern, and regulate touch and go operations. Also, the chosen ANCLUC alternative, Case D2, would allow no general aviation training activities at Monterey Peninsula Airport.

Airport Safety

The Laguna Seca Office Park development can be described as an area of varying contour, lying outside the extended clear zone of Runway 10-28. The major concern would be the safety of people working in the area, and the noise impact due to departing and approaching planes. The ALUC has commented that a study of aircraft falling near an airport would show that the large majority hit within 2 miles of the end of the runway, and in a fan shaped area either side of the runway center line as these aircraft attempt to turn back or are making turns in preparation for landing. The number of easterly take-offs will increase from Monterey Peninsula Airport, and the number of landings from the east has increased since aircraft from the south are coming in in greater number over the hills from Carmel Valley above the Corral de Tierra-Hidden Hills area. These aircraft turn west near the Laguna Seca Golf Ranch and follow Highway 68 to Runway 10-28.

Safety Requirements. The areas where safety is of greatest concern is in the vicinity of the runway approaches to the airport. To maintain compatible land uses in the airport influence area, the Monterey County Airport Land Use Commission reviews proposed developments that:

- a) have residential characteristics exceeding plan designations
- b) have high intensity
- c) involve the use or storage of explosive, flammable, toxic, corrosive or other hazardous materials
- d) promote population concentration
- e) involve utilities and services required for areawide population, where disruption would have an unusually large impact
- f) concentrate people such as children, the elderly, the handicapped, etcetera
- g) promote extended duration of population concentration
- h) otherwise pose hazards to aircraft operations or to the safety of persons or property on the ground.

The ANCLUC also has recently recommended specific areas where safety is a concern with respect to Runway 28, for airport operational alternative D2. These areas are generally known as clear zones and approach zones, according to the degree of hazard and the type of facilities and uses that would be allowed. These clear

and approach zones were developed in coordination with FAA; hence, the FAA finds these designated areas to be generally acceptable. The FAA concurrently prepared their own safety/land use compatibility guidelines for Runway 28 that are agreeable with the ANCLUC designated areas.

The project site is situated within the Federal Aviation Administration defined imaginary surface that affects the airport's navigable airspace. Consequently, Federal Aviation Regulation (FAR) Part 77, which establishes standards for determining if an object is an obstruction to air navigation, is applicable to the project site. An object is considered an obstruction if it exceeds certain height limits, if it encroaches into specific imaginary surfaces, or if it affects established minimum instrument height altitudes. Section 77.24 of Part 77 defines imaginary surfaces for civil airports. These include: horizontal, conical, primary, approach and transitional surfaces.

Based on FAA regulations, Airport Approaches Zoning Ordinance Number 1856 was developed. Subsequently, an Airport Hazard Zoning Map was prepared in 1975 for the Airport Master Plan. The new FAA/ANCLUC clear and approach zones supersede other County hazard zones. The developer has indicated he will inter into navigational easements in order to minimize airport safety liability. The Office Park will comply with Ordinance 1856.

Other Noise Sources

Motor vehicle traffic on State Route 68 is another significant source of noise in the project vicinity. Noise level readings were taken along the State Route as well as in various representative sites within the project site. The noise readings taken along the Highway were often as high as 83 with the passing of large motor vehicles being the major noise contributor. Presently, areas of the project site within approximately 100 to 200 feet of the highway are exposed to noise levels above the County of Monterey's normally acceptable guidelines for residential and commercial land use, respectively.

Impacts

The project would increase local noise levels through increased traffic and construction. It also would be affected by the noise environment, particularly operations at the Monterey Peninsula Airport. Noise impacts will be felt at various times and for short periods due to the noise from aircraft overfly and Highway 68.

The site is within Monterey Peninsula Airport's Airport Area of Influence, adopted by Airport Land Use Commission Resolution 74-1. This area will be subject to land use planning as determined by the Commission's Land Use Plan for the airport. This plan has not as

yet been adopted; however, data from the ANCLUC Study can be consulted. Projections of CNEL noise contours for years 1985 and 2000 recently have been developed as part of the ANCLUC study for the selected aircraft operational alternative D2 (the extended runway 8 case), as shown on Figure 22.

Laguna Seca Office Park will be subjected to the increase in aircraft noise, which will be in addition to the ambient noise level caused by vehicular ground traffic. The project is accessed by State Route 68, which tends to follow parallel to the airport property. The area adjacent to Route 68 likely will become highly impacted by increased vehicular traffic. This route, only a short distance from the airport, will be impacted by airport noise, high density, and an increase in probable injury to people in the event of an aborted takeoff or landing in which the aircraft is unable to make it to the runway.

The increase in noise levels at the project site during construction activities may result in a temporary impact upon York School and nearby residences. Contractors at the site are subject to regulations regarding noise, usually having the option of operating noisy equipment one piece at a time if it is necessary. The types of construction equipment that are identified as major noise sources and their typical sound levels (dba) at 50 feet are: dump trucks (88), portable air compressors (81), truck concrete mixers (85), jackhammers (88), scrapers (88), bulldozers (87), pavers (89), generators (76), piledrivers (101), rock drills (98), pumps (76), pneumatic tools (85) and backhoes (85). Therefore, the choice of equipment would be important to the level of impact experienced by the adjacent land uses during construction. Heavy delivery and construction vehicles would subject residences adjacent to the haul routes to loud noise levels.

Noise levels at the proposed Office Park along Highway 68 fall within the conditionally acceptable category, requiring that noise insulation features as recommended by an accoustical analyst be included in the design.

Off-site project and non-project traffic increases on Highway 68 would significantly increase motor vehicle noise levels above existing conditions.

Mitigation Measures

55. Muffle all construction vehicles and equipment to meet state noise standards.
56. Limit construction activities to specific hours; schedule equipment operations for the "noisiest" time of day relative to surrounding noise levels; and utilize the quietest equipment possible.

57. Require that building plans be reviewed by the County Building Inspector to insure adequate interior noise levels.
58. Consider noise barriers that utilize a combination of berms, walls, fences and landscaping.
59. The developer shall agree to such conditions as are determined appropriate by the Board of Supervisors of the County of Monterey relative to aviation noise and safety, required prior to the approval of any development upon the project site.
60. Prepare an acoustical analysis for the proposed Office Park development or residential units within 400 feet of Highway 68, with the assistance of a qualified acoustical specialist, when design level plans are developed.
61. Encourage Monterey Peninsula Transit to serve the office development.
62. Hazards to pilots approaching the airport from project generated light and glare can be reduced by using non-reflective surfaces on rooftops.
63. Enter into navigational easements with the airport.

2.10 Public Services and Utilities

Sanitary Sewer. The provision of sanitary sewer service is organized at two levels in the Monterey area. Local cities and sanitation districts are responsible for maintenance and extension of sewer lines, whereas the Monterey Regional County Sanitation District (MRCSD) is responsible for development and operation of treatment facilities.

The Monterey County Regional Sanitation District became a formal operating entity on July 1, 1977. It took title to and is now responsible for the operation and maintenance of the wastewater treatment and disposal facilities of Pacific Grove, Monterey and the Seaside County Sanitation District. Member entities are now responsible for only local wastewater collection and not treatment and disposal.

As the first stage of a regional wastewater management system, the Pacific Grove and Monterey sewage systems became consolidated, combining their treatment at an upgraded Monterey Plant. The plant was expanded to treat an average dry-weather flow of 6 million gallons per day (mgd). The Seaside Plant currently is at its capacity of two million gallons per day (mgd).

A \$100 million project, including a regional secondary treatment plant, new interceptors and a land and a marine outfall, has been proposed for construction. The location of the treatment plant has not yet been decided (MRCSD, 1980). The older Monterey and Seaside plants would be phased out with the opening of the regional plant. However, the Monterey Treatment Plant will remain in operation until the Regional Wastewater plant is constructed.

If the Regional System were operable, development in the general vicinity of the proposed project would be served by the pump station to be built at the present Seaside Wastewater Treatment Plant location. However, until such time as the pump station is built and the regional treatment plant also is built, or some interim capacity increase is provided at the Seaside plant site, it would be impossible to accommodate any additional flows such as those from the proposed development. The time schedule at this point for the pump station to become operable is 1984, but the treatment plant itself currently is unscheduled with respect to grant funding priorities. Therefore, no startup date presently can be projected.

The existing development on the ranch is all served by individual or community septic tank systems. York School, the Golf Ranch Clubhouse, the ranch offices and ranch area residences all are on individual septic tanks. The 45 homes of Laguna Seca Ranch Estates No. 1 are served by a public sewage collection system and master septic tanks and underground drainfields, owned and operated by County Service Area #10. The 49 lots of Laguna Seca Ranch Estates No. 2 are served by a collection system (dry lines) without a connection to treatment facilities. All of the above septic tanks systems will eventually be abandoned when off-site trunk mains and treatment facilities become available.

A sewer system project is anticipated with the approval of the proposed Office Park development. This proposed system will serve the 95 lots of Ranch Estates No. 1 and No. 2, York School, and the Laguna Seca Office Park. The proposed sewer project would include, according to project plans:

- a. Completion of collection system.
- b. Construction of pump stations and force main.
- c. Construction of 50,000 gpd secondary treatment plant, with coagulation, filtration and chlorination.
- d. Construction of storage ponds for up to 120 days wet weather storage of treated effluent.

- e. Conversion of approximately 70% of golf course irrigation system to accept blended effluent and well water.
- f. Observation wells to monitor groundwater activity.

The system would require a formal application to the Board of Supervisors to expand County Service Area #10. The proposed system is detailed in Appendix F of this document and is illustrated in Figure 23.

The sewage treatment plant would include a booster pump and lift station at the proposed Office Park development; the sewage from the Office Park and the Ranch Estates would be pumped to the secondary treatment plant location shown on Figure 23. Sewage would be treated; two storage ponds would be used to store wastewater; and eventually the blended reclaimed wastewater would be irrigated onto the existing golf course area, in the area shown on Figure 23, which is comprised of Fairways 1 through 9 and 16 through 18.

The existing 20,000 gallon septic tanks and drainfields currently serving the Estates are to remain as standby units. According to the County Health Department, the facilities are continually subject to failure and have recently been updated.

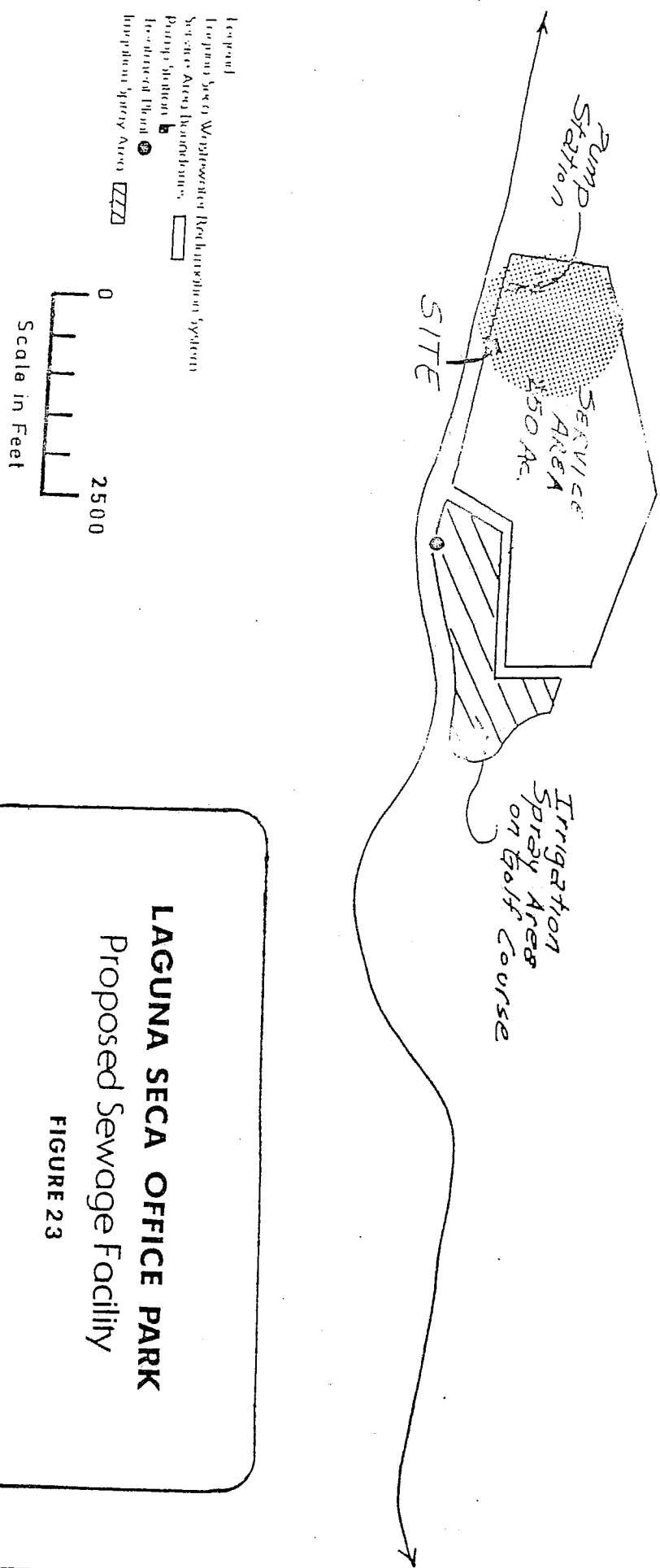
According to project proponents, the proposed system would be owned and operated by CAS #10, built at developer's expense, and would be capable of later expansion to provide the following capabilities:

- a. Treatment and disposal of sewage from early phases of expansion, up to about 200,000 to 250,000 gallons per day.
- b. Wastewater reclamation to satisfy the irrigation needs of about 70% of the golf course and a tree farm. This will permit reduction in peak hour flows, allowing use of smaller trunk mains and more efficient use of off-site treatment facilities.

Impacts

At buildout, the office project would generate an estimated 40,000 gallons daily.

It is recognized that the proposed development be connected to a sanitary sewer system at such time as one is available. The community septic tank system serving Laguna Seca Ranch Estates No. 1 subdivision has failed in the past, and improvements have been completed recently. Another community system in this area must be carefully reviewed for environmental constraints and hazards. The proposed system could provide an interim or long range solution to the recurring problems of failures in County Service Area 10 soil absorption system serving Laguna Seca Ranch Estates No. 1.



LAGUNA SECA OFFICE PARK
Proposed Sewage Facility
FIGURE 23

Source: Bestor Engineers, Inc

However, the plant design criteria and specific implementation measures will be subject to ultimate review by the California Regional Water Quality Control Board, the County of Monterey Health Department and the City of Monterey Public Works Department.

Possible ground water impacts may occur due to the proximity of the proposed sewage treatment plant to the Canyon del Rey Creek. Studies will have to be conducted to determine the exact depth to groundwater at the project site. The consulting geologist has given the depth to groundwater in the vicinity of the proposed treatment plant as approximately 46 feet from the surface. This information is deducted from well water measurements in the area; however, due to the nature of wells, an upper level of water may be present behind the well casing, giving a slightly shallower groundwater level. The depth to groundwater east of the area is closer to 60 to 70 feet. The groundwater level is assumed to be below the level of the ravine that is present at the treatment site (20 to 30 feet).

The County of Monterey Health Department has commented that the agency conceptually agrees to the concept of the proposed wastewater reclamation system. However, the Department would require greater detailing and specifications for the system. The treatment system would have to obtain a waste discharge permit from the California Water Quality Regional Control Board.

Mitigation Measures

64. Specific site inspections should be administered by Monterey County Health officials to determine adequacy of the site of the proposed sewage system. Test holes at least 40 to 60 feet deep (or until groundwater is reached) should be drilled at the treatment facility site to determine exact depth to groundwater. No irrigation of the golf course should occur within 25 feet of the existing homesites. The treatment plant is proposed by the project engineers to be located within the Highway 68 expansion area. Alternative sites should be selected in case the site is unacceptable to County and State officials.
65. Implementation of the proposed sewage system for the development should concur with the State of California Basin Plan and Monterey County Ordinance 1836.

Water Service

Laguna Seca Ranch domestic water supply is provided by Bishop Water Company, a public utility. Bishop Water presently serves the developed area at the west end of the Ranch, including Laguna Seca Ranch Estates No. 1 and No. 2, York School, and the clubhouse at the Golf Ranch. It also serves the ranch offices and residences.

Bishop Water Company was organized in 1962 and operates under the rules and regulations of the California Public Utilities Commission. The Company owns and operates three wells with an aggregate capacity of approximately 900 gallons per minute. Water is treated for removal of iron and manganese, and the present plant is sized for 275 gallons per minute. Storage is provided in two zones. A 200,000 gallon tank at elevation 495 serves areas between elevation 200 and 400. A new 100,000 gallon tank installed in 1980 at elevation 703 serves areas to elevation 600. Water mains in sizes from 6 inch to 12 inch have been sized to meet PUC requirements for domestic and fire flow. According to developers, "additional wells will be drilled as the need arises. Should water require treatment, a larger treatment plant will be constructed. Additional storage will be provided in each zone as the east end of the Ranch is developed. Higher zone(s) will be established, including booster pumps and storage tanks, as development proceeds above to 600 foot elevation."

Impact

At buildout of Laguna Seca Office Park, an estimated 35 acre-feet per year would be used according to the project's engineer. (Refer to "Groundwater," discussed in Section 2.3, for a complete discussion of impacts related to water use on the proposed site.)

Mitigation Measures

66. Provide certification that the Bishop Water Company can and will supply sufficient water flow, pressure, fire flow standards.
67. Submit plans for the proposed water system to the County Health Department for its approval and construct the system according to the approved plan.
68. Landscaping should be done with drought resistant plants whenever possible.
69. Water conserving fixtures should be installed as a means of reducing the consumption of water.
70. As proposed by the developer, additional treatment facilities, storage tanks and distribution mains will be constructed by Bishop Water as required to serve the proposed development. Funds for this expansion will be provided by the developer under standard refund contractual agreements.

All improvements to the Bishop system will meet the requirements of the Public Utilities Commission, and the State Department of Public Health. Fire flows, hydrant locations and storage facilities will be subject to review and approval by

the Salinas Rural Fire District. All additives to the system, including services, will be subject to review and approval by the Monterey Peninsula Water Management District.

Fire Protection

The project currently lies within the Salinas Rural Fire District and is served from Station #3, located at 19900 Portola Drive, Salinas. The response time from Station #3 to Laguna Seca Ranch Estates is approximately 15 minutes.

Station #3 is manned full time by a 3-man shift, with one shift on duty the entire 24-hour period. It is equipped with 3 vehicles, with access to a fourth vehicle when necessary. Vehicle descriptions are as follow:

- | | |
|----------------------|---|
| 1. Engine Pumper | 1,000 gallons/minute |
| 2. Tanker | 1,500 gallons/minute |
| 3. Smaller Pumper | 4 wheel drive, used for brush fires |
| 4. O.E.S. #114 Truck | State Office of Emergency Services, access during emergencies |

Services provided by the Salinas Rural Fire Protection District are fire prevention and suppression, rescue, first aid, resuscitation, response inspections, public safety training and subdivision pre-planning for fire safety. The District's Insurance Services Office (I.S.O.) rating is 7.9 (on a scale of 1 to 9) and they presently have three fire stations. The District also has mutual aid agreements with the Castroville Fire District, the Pajaro Fire District, and the California Department of Forestry.

Impacts

Impacts would increase with the greater potential for wildlands of vegetation fires within the project area. If this were to happen, the responsibility for protecting this area would fall on the Salinas Rural Fire District. It will be desirable for the wildlands fire control capability in the area to be increased. If strict fire prevention measures were practiced in the Office Park, the Salinas Rural Fire and California Department of Forestry engine companies would be able to handle the hazard, if they were equipped for wildland fire-fighting. An engine with both structural and wildland capabilities could serve the needed purpose. Fire prevention control required would include street design, fire breaks, construction materials, water supply and facilities, structure clearance, building codes and possible presuppression measures (controlled burns).

The Office Park development would be served by the Salinas Rural Fire District and the ultimate layout of the site would be subject to their approval.

Mitigation Measures

71. The Office Park development would be subject to approval of Salinas Rural Fire District and its fire protection requirements.
72. Development shall provide safe and ready access for fire and other emergency equipment and to handle possible evacuations. Drives provided for access to buildings and hydrants shall be dedicated to the County for emergency access as provided by amendment to Section 10.31(d) of the 1979 Edition of the Uniform Fire Code. Parking shall be prohibited in turnaround berths; signs so indicating shall be posted.
73. Emergency access points shall be provided to all significant public and private water supplies.
74. Water distribution and source facilities shall be required of sufficient design to support the fire flows necessary for the type of development proposed.
75. A minimum water supply meeting the criteria of the County of Monterey shall be available before a building permit may be issued.
76. Flammable ground cover shall be cleared in a 30-foot area within 30 feet of the property line, and replaced with a low fire spread evergreen groundcover or other suitable material approved by the Fire Chief and Planning Director. Where the property line is less than 30 feet from any structure, the Fire Chief shall evaluate the hazard and may require non-combustible siding, exterior sprinkler or other methods of protection which will reduce the risk of fire spread.
77. All buildings shall be designed and sited so that roofs and other areas may be kept free of leaves, needles and other dead vegetative growth.
78. Roof coverings for buildings shall be fire retardant, as defined in the latest adopted edition of the Uniform Building Code.
79. Buildings shall be spaced in such a manner as to minimize the exposure risk from fire spreading from building to building.
80. All easements for fire breaks for the fire safety of built-up areas shall include access for firefighting personnel and equipment.

81. Fire breaks shall be periodically cleared by owners of dead wood and vegetation.
82. When parking lanes are not provided, turnouts 8 feet wide and 15 feet long on each side of fire hydrants shall be provided and posted "No Parking".
83. Highly flammable underbrush shall be removed from within 20 feet of each side of all roadways. Individual or small groups of trees, ornamental shrubbery or similar plants of low combustibility which are used as groundcover need not be removed.
84. All trees shall be kept trimmed to provide a minimum 15-foot vertical clearance from finished roadway surfaces.
85. Hydrants shall be located so that any structure requiring a fire flow of less than 1,000 gpm shall be within 500 feet of a hydrant; any structure requiring 1,000 gpm or more shall be within 350 feet of a hydrant.
86. Fire flows for individual buildings shall be computed using Insurance Services Office's "Guide for Determination of Required Fire Flow" and must meet County fire flow standards.

Police Protection

The Monterey County Sheriff's Department provides police protection to unincorporated areas in the project vicinity, including the project site. The response time from the County Sheriff's substation on Aguajito Road to the project area is from three to ten minutes.

The project is located in Beat 6 of the Sheriff's Department's service areas. Beat 6 covers the north and south side of Highway 68 to Laureles Grade Road, the Aguajito area, Asilomar, Pebble Beach and Highway 1 to the proximity of Carmel.

Beat 6 is subdivided into 6-A and 6-B for statistical purposes. It normally is considered by a double unit from midnight to daylight, a single man unit during the day shift, and a double unit from four to midnight (after dark). It is a densely populated beat area as well as geographically extensive.

Highway 68 is under the jurisdiction of the California Highway Patrol.

Impacts

If the Office Park development is approved, a minor impact relative to increased service requests would be felt by the Monterey County Sheriff's Department.

Mitigation Measures

87. The Crime Prevention Unit of the Sheriff's Department should be consulted to provide input prior to final selection of security systems to be used in the development.
88. The project access and parking should be of sufficient width to allow access and turning of fire protection and emergency vehicles.
89. Addresses and locations should be clearly visible from the street.

Public Utilities

The initial study provided by the County of Monterey has determined that the impacts will be insignificant regarding public utilities. Therefore, no discussion is included within this Report.

Energy Conservation

The proposed project is at a conceptual level of development, so that specific energy conservation measures have not yet been developed. However, the characteristics of the site may offer excellent solar access and, at this stage of project plans, some passive solar design features (such as large south-facing windows) should be encouraged to be incorporated into eventual building design. Given both the favorable exposure of the site and climate of the area, more aggressive measures are recommended for energy conservation. Conservation of all energy resources is both a timely and an economically favorable undertaking.

The following measures are recommended for maximum energy conservation, and also are applicable to the eventual residents of the area:

90. Incorporate passive solar heating in all buildings and utilize solar heating for office hot water use where feasible.
91. Use local, low energy requiring materials.
92. Use a close analysis of building design needs to avoid the overuse of materials.
93. Design for the multifunctional use of materials such as siding for weather protection and insulation.
94. Match lighting, heating and ventilation use to area needs.

95. Consider orientation, color, micro-climatic data, the physiography of the site, building form response, choice of materials, construction practices and passive sources in site planning.

2.11. Archaeology

Archaeology was deemed an insignificant impact on the initial study prepared for this project. A preliminary archaeological investigation failed to locate any direct evidence of archaeological resources on the parcel. Therefore, it is recommended that the proposed project not be delayed for archaeological reasons.

Mitigation Measures

96. If cultural resources are located during construction, work should be halted in the area of the finds and the County Planning Department, the Regional Office of the California Archaeological Site Survey (408/425-6294) or other appropriate authorities should be notified.

3. ENVIRONMENTAL EVALUATION

3.1 Cumulative Impacts

The purpose of this cumulative impact analysis is to identify and summarize major environmental impacts that are expected as a result of planned development within the general area of the Laguna Seca Office Park. Each project that is discussed in this section is still in the planning stages, therefore is subject to continued evaluation and plan modification. This is particularly true since the Monterey II Plan which included many of the projects below was recently subjected to an initiative vote by the people of the City of Monterey. The Monterey II Plan was repealed as a result of that vote and a new plan will need to be developed. Until then, Monterra and Tarpey Flats remain as zoned and planned.

The following briefly discusses the developments:

1. Laguna Seca Park: Regional park with planned expansion of facilities to include an amphitheater and day camping.
2. Laguna Seca Ranch: There is currently developed Laguna Seca Ranch Estates No 1 (46 homes on 36 acres), and Ranch Estates No. 2 (49 lots on 135 acres) plus York School. There is no development currently proposed on the remaining 1000 acres+.
3. Monterra Development: This development was part of the Monterey II Plan for the City of Monterey. This development is in limbo and no development proposal is currently under discussion. It is being reviewed by the City of Monterey for its development potential.
4. Tarpey Flats: This County property is zoned agricultural. It is also being reviewed by the City of Monterey for its future development potential. No development proposal is currently under discussion.
5. Ryan Ranch: Borders the north side of State Highway 68 between Canyon del Rey Boulevard on the North and York Road on the southeast. The area is part of the Work Ranch, along with the areas identified as Tarpey Flats and Monterra, the ranch still being held in a single ownership. The property recently has been rezoned to IR-X (industrial, administration and research uses with development controls placed on the rezoning). The developers have submitted the Ryan Ranch General Development Plan to the City of Monterey; the plan proposes an industrial park of 207 acres, partitioned into 20 sites, a city community park of 75 acres and a 3.5 acre service commercial area. Approximately 21 acres are to be in road rights-of-way.

The Planning Department of the City of Monterey has indicated that development could be initiated in 1982. Because the site already is in the city limits, the project will move faster than other proposed development in the Highway 68 corridor. The developer has indicated that five tenants are waiting for project approval, two committed and three with letters of intent.

6. Hidden Hills: This area has been experiencing substantial growth in the past decade and more recently a number of development proposals have been introduced for the Hidden Hills area. A major portion of the land within the Hidden Hills is developed, approved for development, or proposed for development. Table 9 relates the status of these developments.

The County of Monterey has determined that the maximum amount of building sites allowable under the present zoning would be 852. This applies specifically to the Hidden Hills North area, across from the proposed subdivision under discussion within this Report. The Lit Ng property (410 acres adjacent to the Monterra project site) has no specific development plans at this time, but the area warrants attention. Any development on the property would increase the cumulative impacts to the area.

7. Toro Area: A number of development proposals located in the Toro Area of Monterey County will impact the Highway 68 corridor and its region. This includes development within the Corral de Tierra and San Benancio areas of Monterey County.
8. Aguajito Area: Additionally, the Pebble Beach Corporation owns 900 acres within the Aguajito area; no development proposal is pending.

In terms of cumulative impacts, the aforementioned developments are closely tied by traffic circulation patterns, drainage boundaries, soils, geologic constraints and jurisdictional boundaries. The cumulative impacts discussed within this section consider the area as a whole.

Possible cumulative impacts that could result as a part of the office park development proposal and the proposed area-wide developments are described as follows:

Loss of Open Space. The natural vegetation and wildlife of the Highway 68 area is slowly disappearing as a result of subdivision activity and urbanization. This loss of open space has a direct correlation with several factors:

- a. Aesthetics
- b. Wildlife Habitat
- c. Watershed Area

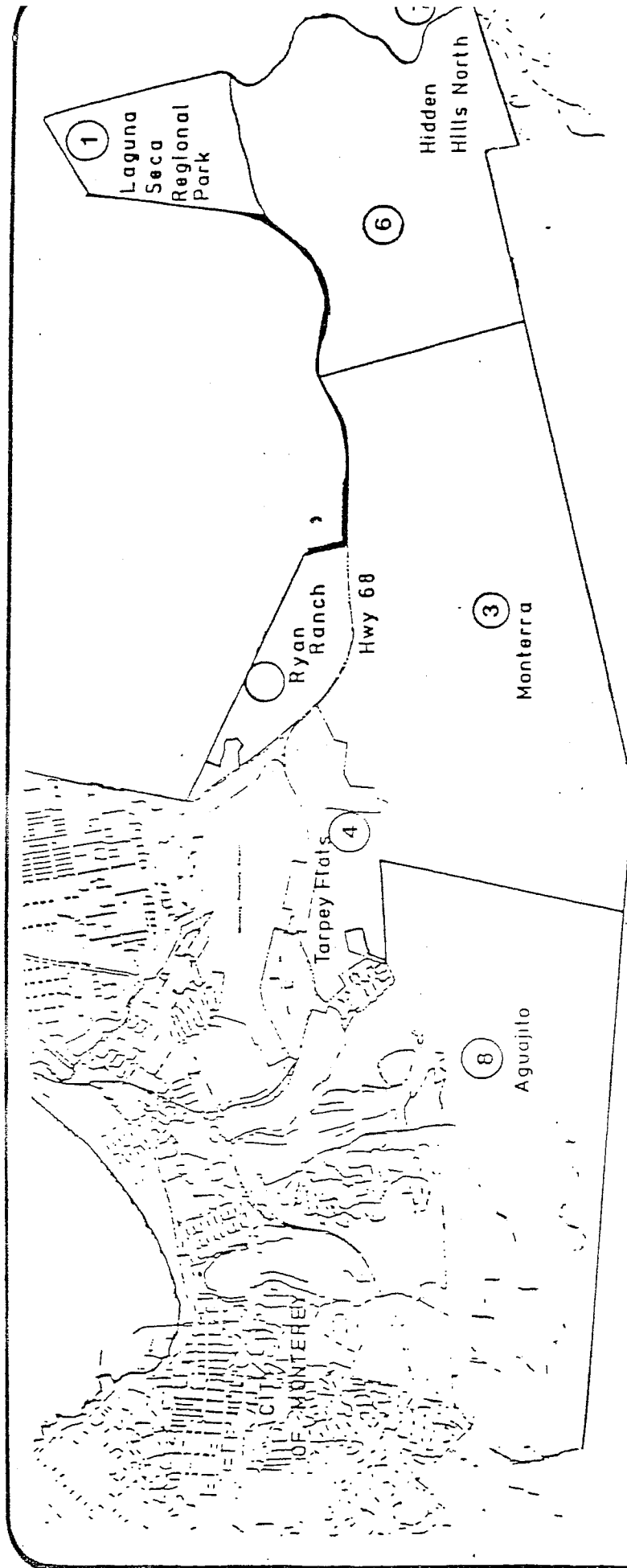
Table 9
Cumulative Impact Review
Hidden Hills Development

Proposed Projects	Description		Status	Environmental Review
	Lots	Acres		
Mesa Hills West	47	125.5	denied	EIR prepared
Halcyon Hills	10	40.0	approved	
Mesa Hills	12	40.0	approved	EIR prepared
Shaffi	4	40.0	approved	EIR used
M. Palmeri	10	40.0	approved	EIR prepared
Mansfield	10	40.0	approved	EIR prepared
Saunders	10	40.0	pending	EIR prepared
Reordan	10	4.0	withdrawn	EIR prepared
Hogan	4	34.0	denied	Negative declaration
Feldman (rezone to 1 lot, 20 acre minimum)	1	20.0		Negative declaration
Standex (20 clustered units)	86	295.0	approved	EIR in progress
Lotz	9	40.0	approved	EIR in progress
TOTAL PROPOSED	10	40.0	pending	
	142	555	approved	
	51	159	denied	

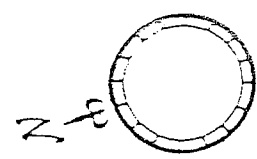
Represents analysis of 772.5 acres (65%) of Hidden Hills Area

Approved/Developed

Baronet Estates	14	35.0
Mar Mac	20	20.5
Adjacent to Mesa Hills W.	4	8.0
Adjacent to Standex	17	34.0
TOTAL APPROVED/DEVELOPED	55	92.5



Schematic presentation



- Legend
- 1 Laguna Seca Regional Park
 - 2 Tarpey Flats
 - 3 Monterey
 - 4 Ryan Ranch
 - 5 Tarpey Flats
 - 6 Hidden Hills North
 - 7 Lugo Area
 - 8 Aguajito

LAGUNA SECA OFFICE PARK Regional Area Developments

FIGURE 24

Source: County of Monterey Planning Department

A change in the viewshed area is a current result of increased urbanization. The cumulative impact of numerous subdivision approvals and their implementation results in the loss of native flora, fauna and habitat area. This is accentuated by the continual conversion of native vegetation and topography to housing structures, access routes and fence lines. Particular impact will be placed upon the Oak Woodland.

Removal of vegetation for development purposes results in a loss of valuable watershed and habitat area. This has direct correlation with increased runoff and erosion in the Highway 68 corridor. With the recent development in this area, the fauna is being threatened increasingly as the terrain in which it competes for food is decreased. Upon urbanization, conflicts between animals and human residents also arise. Humans often bring domesticated animals, as well as increased noise, which threaten faunal existence.

Land Use and Planning: The major projects, including Ryan Ranch, Monterra and development within Tarpey Flats should be consistent with the planning effort now being undertaken by the City of Monterey.

Traffic and Circulation: The Office Park development will generate between 2,500 and 3,900 average trips per day which will be added to Highway 68. The traffic increase to Highway 68 from all developments along this highway corridor will affect the highway's service level. Additional turning movements from York Road into Highway 68 will increase the potential for accidents and will require improvements along those roads.

The other developments, planned, pending or approved which will use this transportation corridor will have a major impact that will necessitate major regional improvements along the highway. Unfortunately, funding for these projects is currently unavailable.

Section 2.7 of this report addressed the projected cumulative traffic volumes which took into account the developments previously discussed. Traffic increased external to the project may include an additional 85,000 vehicle trips over the next 25 to 30 years from those various developments near the Laguna Seca Office Park.

Currently, Highway 68 operates at a level of service of D. The expected levels of service in the year 2000 on the proposed six lane expressway would be F with and without the Office Park project.

Air Quality. A contribution to the cumulative air quality degradation in the North Central Coast Air Basin is inevitable with the implementation of this project. The proposed subdivision as a lone entity will create a moderate air quality problem. However, the cumulative effect of additional traffic movements in the area will lead to an eventual, significant decrease in air quality. In addition,

grading and construction will increase the cumulative effect of particulate matter in the air, thus contributing to the temporary degradation of air quality.

The initial source of air pollution resulting from the proposed projects would be construction. Carbon monoxide and nitrogen oxide emissions during construction would be short term and insignificant, in terms of both the amount of local and regional emissions and air quality. Large amounts of particulates would be generated during soil distribution activities, but can be controlled to acceptable levels.

Additional traffic generated by the projects would be the most significant source of air pollution. The projected daily emissions would consist of carbon monoxide, particulates, nitrogen oxides, and reactive hydrocarbons.

Viewshed: Viewshed from Highway 68 may be changed because of this project. Proper site selection for office structures can partially mitigate this impact.

Any proposed commercial, light industrial or residential land uses would be partially apparent from Highway 68, a designated scenic highway, and from parts of the City of Monterey, including the Toyon residential area. Development within the Highway 68 view corridor would include 1) the Laguna Seca office park development along Highway 68; 2) residences on portions of north facing slopes and ridgetops of Monterra which are visible from the roadway; 3) any Tarpey Flats development along Highway 68; and 4) probably to a lesser extent, the Ryan Ranch industrial buildings. The wooded ridges would contribute, in combination with other urbanized areas in the watershed, to degradation of the water quality in downstream areas. Erosion rates can be expected to increase two to five times above present levels, aggravating the existing sedimentation problems in Laguna Grande and increasing the frequency and costs of maintenance in some of the drainage facilities.

Noise: Increased noise to the area also is a significant cumulative impact that is difficult to mitigate.

Future noise levels are expected to increase substantially on Highway 68 and 218 with future development along Highway 68, west of Olmsted Road and east of York Road, Ldn noise levels resulting from the projects would increase noticeably by approximately 7 and 4 dbA, respectively, above existing levels. In combination with expected nonproject traffic through 1999, Ldn noise levels would increase above existing levels by 7 and 5 dbA, respectively. A smaller increase in Ldn noise levels is expected on State Route 218.

Noise modeling performed in the project vicinity suggests that the 60 Ldn noise contour would extend approximately 700 feet from Highway 68, west of Olmsted Road (compared to 350 feet from the roadway without the projects). East of York Road, the respective project and no project distances to the 60 Ldn level would be 550 and 400 feet, respectively. Noise sensitive uses should be avoided in these areas and certain uses at Laguna Seca, Monterra and Ryan Ranch should be carefully evaluated. The widening of State Route 68 to a freeway facility could cause additional noise sensitive uses to be exposed to noise levels in excess of the generally accepted noise guidelines. There is also a possibility of danger to the project vicinity from aborted aircraft landings.

Runoff: Cumulative increase in runoff, the result of a large number of dwelling units in the Hidden Hills area will require careful attention to the provision of adequate drainage structures and protection against erosion.

Several improvements have been proposed in a Master Drainage Plan for the Canyon del Rey watershed. Depending on the detailed drainage plans that will be submitted for any future projects, the Canyon del Rey Master Drainage Plan may have to be reviewed and updated to assure that planned facilities are adequate to accommodate the ten year and 100 year floods. With adequate detention facilities on the sites, peak flow impacts of the projects should be mitigated successfully.

Runoff from the proposed development would carry minor amounts of contaminants associated with higher density activities such as oil, grease, lead particulates and litter into Canyon Del Rey Creek.

Energy. The proposed development of the projects would result in construction, operational and transportation energy consumption. Of these three categories, operational and transitional related energy consumption would be the most significant, since they would extend over the life of the project.

Implementation of solar design options as well as energy conservation measures for the project would partially mitigate the impacts. Additionally, implementation of public transit and the encouragement of car pooling would aid in relieving the problem.

Sewage and Water: Table 10 lists the projected water use in the year 2000 of the anticipated principal light groundwater producers/consumers in the general area.

Table 10
Projected Water Use: Laguna Seca Watershed / Year 2000

User	Location	Aromas- Paso-Robles	Aquifer Santa Margarita	Monterey Shale	Projected Maximum Use AC/Ft
Toro Water	Hwy 68	X			183
Laguna Seca Heights	Hwy 68	X			25
Laguna Seca County Park	Hwy 68		X		100
Laguna Seca Ranch	Hwy 68	X 1/8	X 7/8		940
Hidden Hills	Laureles Grade	X 1/6	X 5/6		238
* Monterra	Hwy 68			X	783
+ Ryan Ranch	Hwy 68		X		180
					<u>2449</u>

* = Groundwater reserves must be developed from Miocene shale for project to become self-sufficient.

+ = Plans for greatly increased expansion now being considered within the planning process.

SFDU rated at .366 Ac/Ft per year per unit

MFDU rated at .313 Ac/Ft per year per unit

Note: Ryan Ranch projects 3712 employees by year 2000. Logan projects ultimate water use at 150 acre-feet per year, without allowance made for landscaping. Above figure of 180 acre-feet provides for 30 acre-feet per year landscaping.

Note: The parcel owned by Lit Ng is omitted from the above calculations.

Logan, the groundwater consultant for these properties, states that wells 2, 4, 5 and 7 on Ryan Ranch have a combined pumping capacity of 234 gpm. Long range effects of pumping on aquifer will not be known for many years.

Services: The population growth creates an increased need for fire protection and crime prevention. These services will be significantly impacted by this individual project. The lack of funds to expand the services is the critical factor.

There is no specific funding, timing or implementation schedule to assure the adequate financing and phasing of the necessary improvements to the Highway 68 area. It is recommended that such a plan for providing services be required to be coordinated through the various agencies currently providing services, the City and County of Monterey and the area developers.

Vegetation and Wildlife: Any development of areas known to support rare and endangered plant species poses a threat to the limited populations of those species.

Other impacts that will become increasingly significant as the area develops include fire hazards, water consumption, erosion, runoff and the sedimentation of streams and lakes in the vicinity.

3.2 Adverse Effects Which Cannot Be Avoided if the Project is Implemented

This proposed Office project will commit this property to a specific office use for a long period of time. Grading and the construction of structures are virtually irreversible uses of the property.

The project will generate approximately 2,500 to 3,900 additional vehicle trips per day to the Northern Monterey County Area. These additional trips, especially on Highway 68, will increase traffic volume and accident potential.

The overall air quality for the northern Monterey County area will be decreased in proportion to the number of vehicle trips generated.

The proposed project will decrease groundwater resources.

Increased runoff will result directly from the removal of vegetation and the addition of impervious materials to the subject property.

The use of gas and electricity within the development and energy to travel is an irreversible consumption.

Temporary construction activities will disturb soil, animal, plant and water cycles, and will create noise, dust and visual scars.

grading
additional
traffice
air quality
groundwater
runoff
gas & electric

The location of structures will significantly alter the aesthetic value of this region, resulting in the loss of the natural landscape which now characterizes the area.

An increase in the number of persons exposed to potential noise and safety hazards from Monterey Peninsula Airport operations will occur as a result of the project.

An increased demand for public services and a corresponding increase in county costs will occur. The Office Park development, would require a new sewage system. A proposed treatment plant project currently is being evaluated and therefore, no completion date for this facility has been determined. The project would pay for all costs required for sewer and stormdrain improvements. Water supply for the project is proposed from on site wells to be developed at the expense of the project applicants; the long term reliability of the onsite aquifer has been determined adequate by the groundwater report prepared for this EIR. The project would also demand additional fire protection, police protection, and street maintenance. These costs would be paid by additional tax revenues from the Laguna Seca Office Park Project.

3.3 Alternatives

No Project

This alternative would retain the property in its present state and would retain existing open space values. This alternative would result in a non-productive investment for the applicant. Under present County regulations, the applicant would be permitted a single home site on each legal parcel without obtaining a Use Permit.

The no project alternative would create no adverse impacts on traffic circulation, traffic related noise, energy consumption, air pollutant emissions, native plant and wildlife habitats, water supply, the quantity and quality of stormwater runoff from the site, erosion of the site, the need for public services, the rural visual character of the Highway 68 scenic corridor and archaeological resources. Also, the no project alternative would not increase exposure of persons to seismic hazards and to noise annoyance from occasional flyovers by aircraft associated with the Monterey Peninsula Airport.

The no project alternative would not provide needed commercial, uses; it also would generate significantly less tax revenues than the project and no jobs.

All Residential Development

This alternative would allow development to occur at 2-4 units per acre. This alternative could reduce the impacts on traffic, vegetation, and viewshed which would result from the proposed Office project. It would, however, increase sewer and water consumption.

Fifty to 100 units could be constructed on site. The project would remain in the jurisdiction of the County of Monterey and would be a suburban type residential development, as intended in the County Rancho Laguna Seca General Plan. This alternative would be consistent with the current County of Monterey General Plan.

The advantages of this alternative relative to the proposed project include its reduced scale and a reduction in traffic generated; significantly less energy consumption for associated traffic; less air pollutant emissions; less runoff, urban contaminant loads in runoff and erosion rates. It would, however, consume more water and produce more sewage.

Higher Density Residential

An increase in densities over those proposed above will result in more cuts and fill, greater impacts on vegetation and wildlife, greater exposure of people to hazards from geological constraints and proportional increases in traffic volumes, water consumption, sewage, air pollution, surface runoff and sedimentation. A greater number of housing units would be built under this alternative. No long term jobs would be created.

3.4 The Relationship Between Local Short Term Uses of Man's Environment and the Maintenance and Enhancement of Long Term Productivity

Short term impacts of the project would result from construction activities include increased traffic, motor vehicle and construction equipment noise, energy consumption, air pollutant emissions, and increased erosion rates on the site. Except for erosion rates, these types of impacts would be even greater for long term operation of the project because of the magnitude of the development.

The project would have the following long term effects:

- o Increase job opportunities.
- o Increase County revenues.
- o Increase County costs for public services.
- o Generation of between 2,500 to 3,900 vehicle trips per day.

- Hazards to structures on the site due to seismically induced ground shaking.
- Increased stormwater runoff from the site. Increased concentrations of pollutants and sediments in this runoff.
- Increased erosion rates on the site. Increased sedimentation in downstream areas, including the proposed retention ponds and Laguna Grande Lake.
- Increased water demand.
- Removal of approximately 54 acres of open space. A corresponding loss on the wildlife habitat value of the site and adjacent area due to the loss of this open space.
- A decrease in the natural, rural character of the Highway 68 scenic corridor and other local view corridors.
- Increased noise from traffic on Highway 68. Possible noise annoyance to the proposed Office Park.
- Noise annoyance to employees on site from occasional private and commercial aircraft overflights.
- Minor hazards to proposed uses from aircraft crashes.
- Minor increase in the oxidant levels in the air basin attributable to increased traffic.
- Increased energy consumption for operation of the proposed facilities and project generated traffic.

3.5 Irreversible Environmental Changes Which Will be Involved in the Proposed Action Should it be Implemented

The proposed development will commit the site to professional use for a permanent period of time. Grading and the construction of structures would be irreversible uses of the land. The viewshed of the Highway 68 corridor would be altered and the forfeiture of open space. Additionally, there would be a significant consumption of energy during construction and operation of the project.

3.6 Growth Inducing Impacts

The general area in which the project site is located has not been developed intensively to date; development of the proposed project may prompt other development proposals in the vicinity of Laguna Seca. Development of the proposed Office Park would commit the site to sustained, long range commercial use.

The development of an office park complex on the existing boundaries of the City could set a precedent for higher intensity development to be located in semi-rural areas.

4.0 BIBLIOGRAPHY, PERSONS CONSULTED AND STAFF

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4.2 Persons Consulted

Bill Fell - City of Monterey Planning Department

Carl Hooper - Project Engineer

Lynne Mounday - County of Monterey Planning Department

Gary Tavernetti - Applicant's Representative

4.2.1 Persons Consulted Laguna Seca Ranch Annexation E.I.R.

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Monterey County Health Department.

Monterey County Regional Sanitation District.

Monterey County Transportation Study.

Monterey Unified School District.

Richard Robinson, Consulting Biologist.

Salinas Union High School District.

Owen Stewart, Monterey County Flood Control and Water Conservation District.

Gary Tavernetti, Applicant's Representative.

4.3 Staff

This Draft Environmental Impact Report was prepared by Scott Lefaver, A.I.C.P.

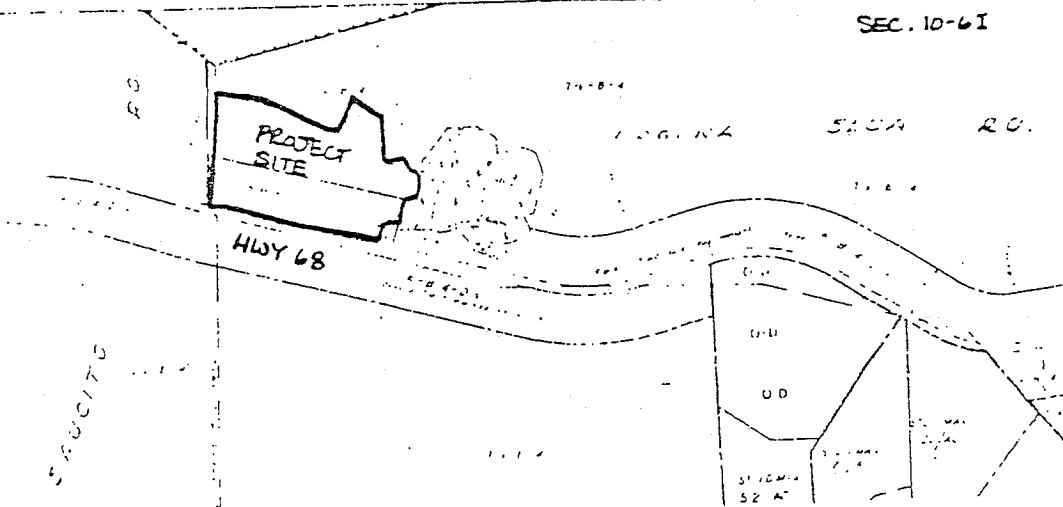
Appendix A

Initial Studies: County of Monterey

ENVIRONMENTAL RECOMMENDATION AND INITIAL STUDY

MEETING: PLANNING COMMISSION OF APRIL 9, 1980
 PROJECT: BISHOP, MCINTOSH & MCINTOSH FILE NO. PC-3834
 APPLICATION TYPE: GENERAL PLAN AMENDMENT
 LOCATION: LAGUNA SECA AREA, NORTH SIDE OF HWY 68
 PRESENT: PLAN DESIGNATES SUBURBAN 2-4 UNITS/ACRE
 PROPOSED: PROFESSIONAL OFFICE DESIGNATION TO ALLOW DEVELOPMENT OF A 21 LOT SUBDIVISION ON 55 ACRES.
 PLAN: RANCHO LAGUNA SECA GENERAL PLAN
 PLAN DESIGNATION: SUBURBAN 2-4 UNITS/ACRE
 PROJECT CONSISTENCY STATUS: N.A. CONSISTENT N.A. INCONSISTENT

SEC. 10-61



THE STAFF PLANNING COMMISSION OTHER _____ MAKES

THE FOLLOWING ENVIRONMENTAL RECOMMENDATION: FROM AN INITIAL STUDY (SEE REVERSE)

IT HAS BEEN DETERMINED THAT THIS PROJECT ☒ MAY, ☐ WILL NOT HAVE A
 SIGNIFICANT IMPACT(S) UPON THE ENVIRONMENT AND IT IS RECOMMENDED THAT A

_____ NEGATIVE DECLARATION, OR

_____ NEGATIVE DECLARATION WITH MITIGATION MEASURES (attached),

OR

☒ ENVIRONMENTAL IMPACT REPORT (EIR), BE PREPARED.

PREPARER CATHY STEIN TITLE PLANNER II DATE APR 1, 1980

IF YOU HAVE ANY QUESTIONS ABOUT THE MEANING OF THIS INFORMATION PLEASE CONTACT THE ENVIRONMENTAL SECTION OF THE COUNTY PLANNING DEPARTMENT PRIOR TO THE MEETING DATE AT THE TOP OF THIS PAGE BY CALLING 422-9018.

SIGNIFICANT
IMPACT
CAN BE
MITIGATED
INSIGNIFICANT
IMPACT
YES
NO

INITIAL STUDY

FILE NO. PC-3234

BASIC ENVIRONMENTAL QUESTIONS

X	X		X	1. Within a high seismic hazard zone? Zone: <u>IV, II</u>
X	X		X	2. Development on slopes over 30%?
X	X		X	3. Potential erosion problem?
X	X		X	4. Evidence of geologic instability? <u>CHUPINES FAULT, GROUND SHAKING</u>
X	X		X	5. Soil constraints for development? <u>SANDY LOAM SOILS, HIGH EROSION HAZARD, SHRINK-SWELL POTENTIAL</u>
X	X		X	6. Potential to degrade surface water? Affected water(s) <u>CANYON DEL REI</u> a. Reduce water quality? b. Reduce downstream availability?
		X	X	7. Potential to degrade groundwater? a. Quality? b. Increase overdraft?
X	X		X	8. Would increased project runoff be detrimental?
X	X		X	9. Within a 100 year floodplain?
X	X		X	10. Eliminate native vegetation? Type: <u>CHAPARRAL</u>
X	X		X	11. Rare or endangered species? Species: <u>PATARO MANZANITA, Ceanothus RIGIDUS, HARLOPAPPUS EASTWOODIA</u>
		X	X	12. Impact any unique or fragile biotic community?
X	X		X	13. Impact a wildlife use area? Type:
X	X		X	14. Designated scenic area? <u>HWY 68</u>
X	X		X	15. Any significant visual impact?
		X	X	16. Obnoxious odors?
X	X		X	17. Unacceptable noise? <u>DPK / HWY NOISE</u>
X	X		X	18. Traffic impact?
X	X		X	19. Conflict with any airport land use plan or land use? <u>MTY AIRPORT</u>
		X	X	20. Project access inadequate?
X	X		X	21. Air quality degradation on a _____ temporary basis <u>CUMULATIVE</u> _____ permanent basis
X	X		X	22. Sewage disposal problem?
		X	X	23. Water supply problem?
		X	X	24. Inadequate school facilities? District:
		X	X	25. Increased fire hazard?
		X	X	26. Inadequate access for fire trucks?
		X	X	27. Extension of utilities 1/2 mile or more?
		X	X	28. Inefficient use of energy?
X	X		X	29. Archaeological site?
		X	X	30. Historical site?
		X	X	31. Loss of prime row crop or irrigated farmland?
		X	X	32. Loss of grazing land?
X			X	33. Inconsistent with Growth Management Policies?
		X	X	34. Conflicts with neighboring land use?
X	X		X	35. Generates the need for new housing?
X	X		X	36. Adverse cumulative effect? <u>MITIGATION MEASURES MAY BE LONG-TERM</u>
X	X		X	37. Displace existing residents?
X	X		X	38. Is growth inducing?
				TO BE ANSWERED FOR SPECIFIC OR GENERAL PLAN PROJECTS ONLY:
				39. Short term benefits at expense of long-term benefits?
				40. Irreversible commitment of land or irreplaceable resources?

NOTES:

Appendix B

Geology

ROSSI-FOREL GROUND SHAKING INTENSITY SCALE (SCALE SIMPLIFIED ISC6)

- I PERCEPTIBLE, only by delicate instruments
- II VERY SLIGHT, shocks noticed by few persons at rest
- III SLIGHT SHOCK, of which duration and direction were noted by a number of persons
- IV MODERATE SHOCK, reported by persons in motion; shaking movable objects; cracking of ceiling
- V SMART SHOCK, generally felt; furniture; some clocks stopped; some sleepers awakened
- VI SEVERE SHOCK, general awakening of sleepers; stopping of clocks; some window glass broken
- VII VIOLENT SHOCK, overturning of loose objects; falling of plaster; striking of church bells; some chimneys fall
- VIII Fall of chimneys; cracks in the walls of buildings
- IX Partial or total destruction of some buildings
- X Great disasters; overturning of rocks, fissures in surface of earth; mountain slides

(From Lawson and others, 1908)

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DISTRIBUTION OF HAZARDS*

Applies to: Map of Monterey Peninsula Cities (1:12,000)

ENGINEERING						SEISMIC					
SHOPE STABILITY	EROSION	EXCAVATION	GROUND WATER	EXPANSIVE SOIL	SLACK CRACKING	LATERAL SPREADING	VIBRATION DAMAGE	SUBSIDENCE & UPLIFT	GEOWING RUPTURE	LIQUEF- ACTION	
I	NA	□	□ ₂₀ ⁺	△ ⁺	△ _{TO} ⁺ □	NA	NA	△ _{TO} ⁺ □	NA	NA	
II	△ ₂₀ ⁺ □	□	△ ₂₀ ⁺ □	□ ₂₀ ⁺ □	△ ₂₀ ⁺ □	□ ₂₀ ⁺ □	□ ₂₀ ⁺ □	○ ⁺	NA	□ _{TO} ⁺ ○	
III	□ ₂₀ ⁺ □	□ ₂₀ ⁺ □	△ ₂₀ ⁺ □	△ ⁺	△ ₂₀ ⁺ □	□	□	□ ⁺	□	NA	
IV	○ ₂₀ ⁺ □	□ ₂₀ ⁺ □	NA	△ ₂₀ ⁺ □	□ ₂₀ ⁺ □	△ ⁺	NA	□ ₂₀ ⁺ □	NA	NA	
V	△ ₂₀ ⁺ □	△ ₂₀ ⁺ □	△ ₂₀ ⁺ □	△ ₂₀ ⁺ □	△ ⁺	△ ₂₀ ⁺ □	△ ₂₀ ⁺ □	○ ⁺	□ ₂₀ ⁺ □	○	
VI	○	○	□	□	○	○	○	○	□ ₂₀ ⁺ □	○	

△ MINOR □ MODERATE ○ MAJOR + LOCALLY

NA - GENERALLY NOT APPLICABLE

△ MINOR

□ MODERATE

○ MAJOR

+ LOCALLY

NA - GENERALLY NOT APPLICABLE

The triangles indicate that the potential geotechnical hazard is of concern in less than about 10% of the zone so designated. The squares indicate that the potential hazard is of concern in less than about 40% of that zone, whereas the circles indicate that the potential hazard is of concern in more than about 40% of that zone. A cross is used as a modifier to indicate that a particular geotechnical hazard is a localized one as well as being a potential problem through-out the zone. The symbols, then, are intended to indicate the potential for distribution within a zone rather than the severity of the hazard within that zone. In the case of slope stability in Zone IV, the sequence of symbols is reversed from that in all other cases to emphasize that slope instability is a major potential hazard in many parts of this zone.

Areas of Possible
Conflict:

1. Applicable Plan RANCHO LAGUNA SECA GENERAL PLAN
 - (a) Plan Designation SUBURBAN
 - (b) Plan Density 2-4 UNITS/ACRE
 - (c) Is there any internal Plan inconsistency relative to the project? Yes
X No If "yes", give most restrictive Plan designation _____
 - (d) If no density is depicted on the Plan which covers the project site, give the appropriate designation and density from the OPR Extension Letter _____

Is project consistent with this designation Yes No
2. Does the proposed project conform to the County Low and Moderate Income Housing Ordinance? Yes X No NO ORDINANCES ADOPTED
3. What is the project areas wildland fire hazard rating? MEDIUM
Has applicant submitted "adequacy of access" report? Yes X No
4. Does project include frontage on lakes, beaches, rivers, or streams inventoried in the Conservation/Open Space Element or other portions of the General Plan?
Yes X No If yes, has applicant delineated areas of existing and/or potential access to the resources? Yes No
5. Is the project located in close proximity to any of the following?
 - (a) highways and freeways X Yes No
 - (b) primary arterials and major local streets Yes X No
 - (c) passenger and freight railroad systems Yes X No
 - (d) ground rapid transit systems Yes X No
 - (e) airports X Yes No
 - (f) industrial plants Yes X No
 - (g) other ground stationary sources Yes X No

If any of the above are checked "yes", indicate distance from noise source _____

If yes, has applicant submitted Community Noise Equivalent Level (CNEL) Contours Yes X No NOISE TESTS WILL BE DONE AT TIME OF EIR.
6. Is the project in close proximity to any of the following?
 - (a) schools X Yes No YORK SCHOOL
 - (b) hospitals Yes X No
 - (c) resthomes Yes X No
 - (d) long term medical or mental care facilities Yes X No
 - (e) other noise sensitive areas? Yes X No

if yes, specify _____

If any of the above are checked "yes", indicated distance to project site _____

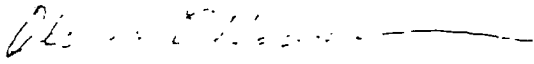
If any of the above are checked "yes", has applicant submitted results of on-site noise monitoring Yes X No
7. Is the proposed project any of the following?
 - (a) school Yes X No
 - (b) hospital Yes X No
 - (c) resthome Yes X No
 - (d) long term medical or dental care facility Yes X No
 - (e) other noise sensitive use Yes X No

if yes, specify _____

If any of the above are checked "yes", has applicant submitted results of on-site noise monitoring? Yes X No
8. Is the proposed use in compliance with State Office of Noise Control Guidelines (1/1/76)? X Yes No WITH MITIGATION MEASURES PROJECT WILL BE CONSISTENT.
9. A review of the project with regard to the Growth Management Amendment to the General Plan indicates that: PROJECT IS INCONSISTENT (POLICIES 2 & 3)

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6. Clark, J. P., Dibblee, T. W., Green, Gary and Bowen, C. E., 1974, Geologic map of Monterey and Seaside Quadrangles, Monterey County, California: U. S. Geol. Survey map sheet, M.F. 477, scale 1:24,000.
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Oliver E. Bowen
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Appendix C

Ground Water Survey

RICHARD R. THORUP
Consulting Geologist

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Monterey, California 93940

(408) 372-2466

May 22, 1981

Ms. Denise Duffy
Environmental Management Consultants
P.O. Box 414
Monterey, California 93940

Re: "Groundwater Survey and Geology of Laguna Seca Ranch and Monterey II", dated March 30, 1981. Revised May 22, 1981.

Dear Ms. Duffy:

Enclosed are six (6) copies of the abovementioned report. My conclusions on groundwater are that Laguna Seca Ranch has sufficient groundwater reserves to furnish planned development of the Ranch. Pumping capacity is about 835 gpm from three (3) wells. The Laguna Seca Golf Course well recently was completed and tested at 758 gpm, bringing the total capacity up to 1593 gpm. The water quality of the two large wells is slightly over 1000 ppm TDS. This quality can be improved by blending with the Paddock 4 water and also probably by locating future wells farther away from the shale outcrops on the south side of Highway 68.

No faulting can be observed within the confines of the Ranch. No ground rupture is expected to occur on the property. However, strong earth shaking with local lurch cracking from the San Andreas Fault, or other large active or potentially active faults, may occur during the life of the project from intensities which may be as high as 8.0 on the Richter scale. This situation is faced by the entire Central Coast Region, not just Laguna Seca Ranch.

Soft, loose sands occur in localized areas of the Ranch. These areas are subject to possible erosion from building site operations. The surface areas must be replanted. Erosional ruts and small gullies must be channelled. Setbacks must be set for location of structures in the areas containing the steep erosional ravines. Tests must be made in the alluvial area for the possibility of liquefaction, which may be caused by the presence of loose sand at or near the surface in some localities. Finally, before the wastewater treatment for golf course water is constructed, the depth to groundwater must be determined by the drilling of shallow wells to determine the suitability of the location.

My original report of March 30, 1981, has been amended on pages 4, 14, 16, 17 and 18 to reflect two important revisions:

1. The ultimate demand of Ryan Ranch has been lowered in Table 1 from 500 acre feet per year to 180 acre feet per year. My previous calculations did not deduct for weekends and holidays, and my unit water use for employees was too high. I have decided to accept Ryan's estimated total annual use at buildout of 150 acre feet, to which I have added 30 acre feet per year for landscaping.
2. The pumping results of the Laguna Seca Golf Course new well have been added to the total pumping capacity of the Laguna Seca Ranch.

Very truly yours,

Richard R. Thorup

RRT:mt
Enc

For: Environmental Management Consultants
through The City of Monterey

Groundwater Survey and Geology of
Laguna Seca Ranch and Monterey II

Richard R. Thorup
Consulting Geologist

Revised May 22, 1981

GROUNDWATER SURVEY AND GEOLOGY OF LAGUNA SECA RANCH AND MONTEREY II

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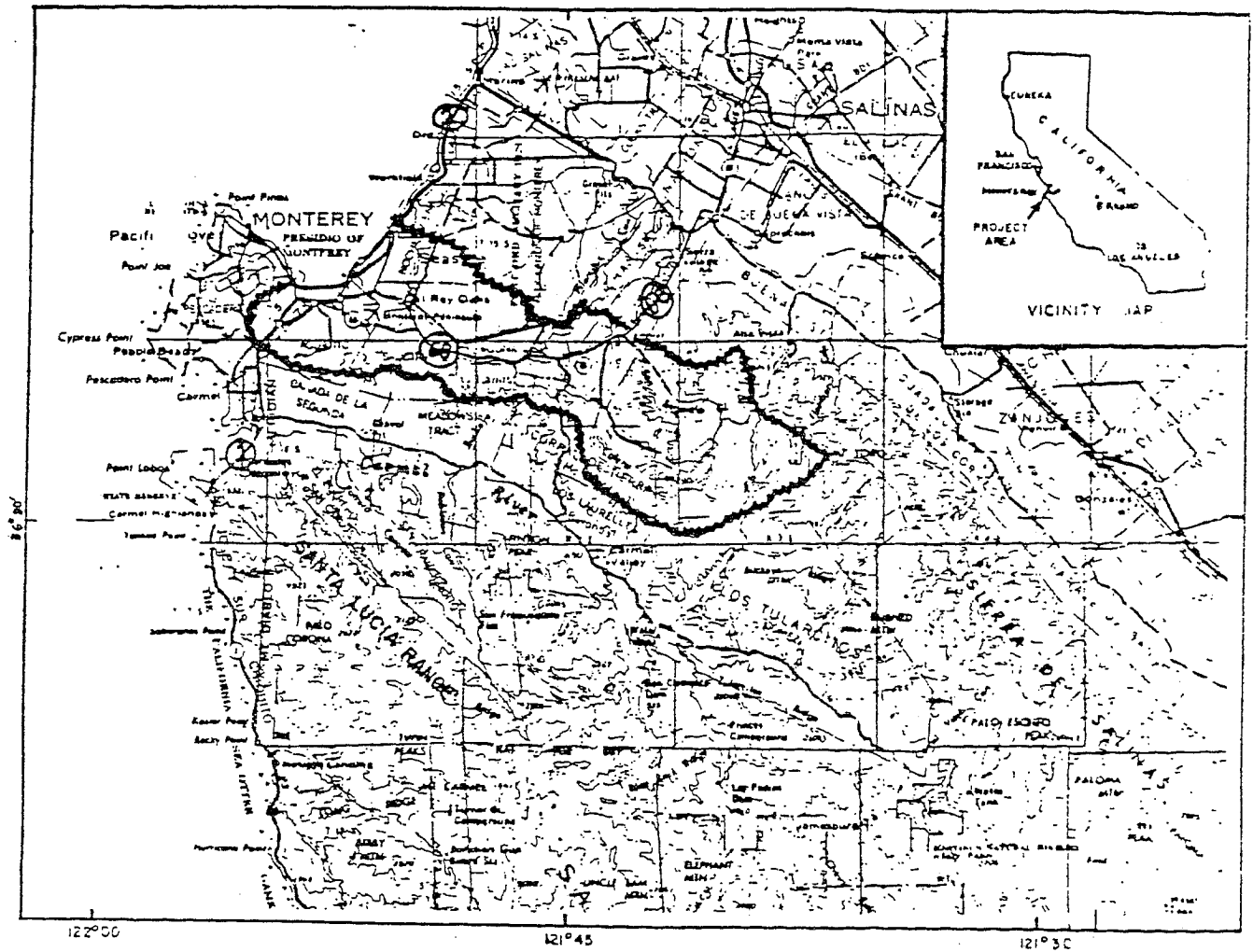
1	Chemical Analysis of Laguna Seca Ranch Wells, dated 9/29/80	
	Pump Test Main Gate No. 2 3/5/81	-
	Paddock No. 1 3/5/81	
2	Ground Shaking Intensity Scales	
	(Rossi-Forrel Ground Shaking Intensity Scale and Modified Mercalli	
	Scale of Earthquake Shock Intensities)	

INTRODUCTION

The General Development Plan for Laguna Seca Ranch is now being implemented within the planning process. This plan calls for a total build-out, by the end of this century, to a resident population housed in 2,900 building units. Such diverse structures as a professional complex, condominiums, single and multi family homes, a school, fire station and other types of services call for the necessity of a review of the geology and the groundwater, among other things, to ascertain to what degree, or level, of development these natural resources are capable of sustaining.

This report deals with the many facets of groundwater, such as the amount present on the ranch, the past history of water use, what effects the future development will have on the water table of the overall area, and how the future development of the water resources will affect the groundwater of the Ranch's neighbors, including the City of Seaside.

A discussion of the geology of the ranch, including soil types, faulting, folding, erosional hazards and the like are discussed. A review of Oliver Bowen's report on the Geology of Laguna Seca II [2] is included; as are some comments on John Muir's current U.S.G.S. report on the Groundwater of the Seaside area [12].



RICHARD R. THORUP

MAR 30 1981

PURPOSE

The purpose of this report is twofold:

1. To furnish a summary updated report on the groundwater of the Laguna Seca watershed and Laguna Seca Ranch and the long term relationship between resources, yield, and population growth to the year 2,000. This study includes an updated Fall 1980 Water Table Map on the Toro-Laguna Seca-Seaside area.
2. To provide a Geologic Review of Report entitled "Geology of Laguna Seca II Pertinent to Subdivision of the Land for Residences", by Oliver E. Bowen, dated June 25, 1979; and to list a set of mitigation measures for the various geologic hazards.

SCOPE

The following lines of research were pursued:

1. Pertinent literature reviewed;
2. Aerial photographs studied;
3. Field geology reviewed;
4. Water levels of the area studied and Fall 1981 Water Table Map constructed;
5. Past and present water use of the area reviewed;
6. Water use of Laguna Seca and other users projected to the year 2000;
7. Safe Yield estimated;
8. Relationship of Seaside area to Laguna Seca Ranch analyzed.

CONCLUSIONS

1. The Laguna Seca Ranch has adequate groundwater resources and projected pumping capacity to sustain the full anticipated growth.
2. Projected pumping requirements on the property will not cause the deterioration of the groundwater capabilities of the adjoining properties nor those of the City of Seaside.
3. Groundwater quality appears to be degrading slightly with time in the Santa Margarita aquifer in the Main Gate No. 2 and Paddock No. 1 wells. However, considerably higher quality water is being pumped from the Aromas-Paso Robles aquifer in the Paddock No. 4 well. Groundwater quality can be improved, when necessary, by increased use of this aquifer and/or a blending of the waters from the two aquifers.
4. Safe yield has not as yet been reached in this area. Eventually, exorbitant pumping costs and/or poor quality water will be the determining factor. Yearly annual recharge for the Laguna Seca subwatershed appears to be around 3000 acre-feet per year.
5. The 1980 Fall Water Table Map contains approximately 150 measured water levels covering the entire sedimentary trough from San Benancio Canyon to Seaside and Fort Ord. This map shows that Upper Corral de Tierra and Calera Canyon water is percolating into the Laguna Seca-Hidden Hills area. The writer feels that the 1980 data, which includes additional wells located east of, but in proximity to, the Divide, confirms his interpretation of the direction of flow of the groundwater into this area.
6. Projected maximum water use for Monterey II, plus an area of development between Laureles Grade and Corral de Tierra Road, is anticipated to be 2449 acre-feet per year. This figure will be reached only if all projects reach the maximum projected development. The area included east of Laureles Grade, lying outside of Monterey II, is projected to use around 308 acre-feet. The lands in Monterey II therefore are projected to use 2141 acre-feet by the year 2000.
8. Groundwater storage within the confines of Laguna Seca Ranch appears to be around 37,000 acre-feet of groundwater. The Laguna Seca subwatershed contains some 120,000 acre-feet. Both of these estimates are made by using Muir's formula, as outlined in his study of Seaside. These amounts are an increase over the figures cited in the writer's earlier reports, which cited 22,000 acre-feet and 85,000 acre-feet, respectively.

9. Muir's Report on the Seaside coastal area shows conclusively that, by cutting down yearly production from 5090 acre-feet in 1976 to 2577 acre-feet in 1979, the water table has risen to a safe elevation above sea level, and the threat of sea water intrusion along the coast is ended. He also states that Seaside receives 400 acre-feet in excess of the safe yield along the coast. This 400 acre-feet percolates to the Bay and prevents salt water from encroaching on land. The recharge area for Seaside is the Fort Ord area east of the city and also lands within the City limits. He considers that all of the groundwater within the City's well system pumps exclusively from the Aromas-Paso Robles, and none from the Santa Margarita groundwater. Production on Laguna Seca Ranch, most of which is developed within the Santa Margarita Sandstone, does not interfere with the Seaside wells.
10. No surface evidence of any faulting is visible on Laguna Seca Ranch.
11. Patches of loose sand are present, which may tend to cause problems when stripped of vegetation or subjected to bulldozer cuts. Unless care is exercised in cut and fill design, erosion can pose a hazard.

RECOMMENDATIONS

1. As production is increased by the drilling of new wells, the wells should be carefully located to spread the production out along the lease, so as to prevent the concentration of pumping in one small area. This existing situation may be the cause of a slight deterioration of the water quality in the Main Gate No. 2 and Paddock No. 1 wells.
2. The water from all of the wells should be periodically checked, at least twice a year, for chemical content. If the TDS and chloride continue to rise, serious consideration should be given to drilling a new well and cutting back the yield of the existing well.
3. Pumpage leakage has always been a problem at Laguna Seca Ranch. If these leaks still exist, a strong effort should be exerted to eliminate them.
4. Water conservation practices should be considered and implemented where at all possible. This will contribute to the longevity of the well pumpage and may become very important in the years to come.
5. Certain geologic hazards are present on the property, in the form of erosional ruts and areas of soft, loose sand in the hills, which may be difficult to control when vegetation is removed or bulldozer cuts are made. Care must be exercised in these fragile areas. Engineering tests should be made on each building site for site stability.

6. No faults can be mapped within the property and no surface ruptures should reasonably be expected. The Chupines Fault, which lies on the south side of Highway 68, is considered potentially active. active faults, such as the San Andreas, Monterey Bay Fault Zone, Sur-Nacimiento, and the San Gregorio-Pablo Colorado are all close by and can cause severe shaking and possible lurch cracking. Some soft sand is present in the valley floor in the easterly half of the ranch and also occurs as dune sand along the northwesterly edge of the property. It is recommended to test these areas for the possibility of liquefaction.

TOPOGRAPHY

Laguna Seca Ranch lies along the north side of Highway 68, about two miles east of the Monterey Airport and 2.5 miles southeast of the City of Seaside. The Fort Ord Military Reservation abuts the northerly line of the property for 2.5 miles. The Laguna Seca County Park joins the easterly edge. The intermittent stream of Arroyo del Rey lies along the southerly edge of the ranch near Highway 68. This stream has an incised channel about 20 feet deep which contains the flood waters and prevents flooding of the valley floor. The property rises in elevation from the floor of Canyon del Rey toward the north. Small draws and ravines have been etched along the south side of a long ridge which rises from 350 feet at the westerly edge to 850 feet at the northeastern corner. The soft bedrock in the upper elevations has been locally severely cut by erosion into several sharply-incised ravines.

South of Highway 68 the hills rise abruptly to a height of 880 feet and are covered heavily with brush. This vegetative cover serves to control runoff into Canyon del Rey from this long ridge.

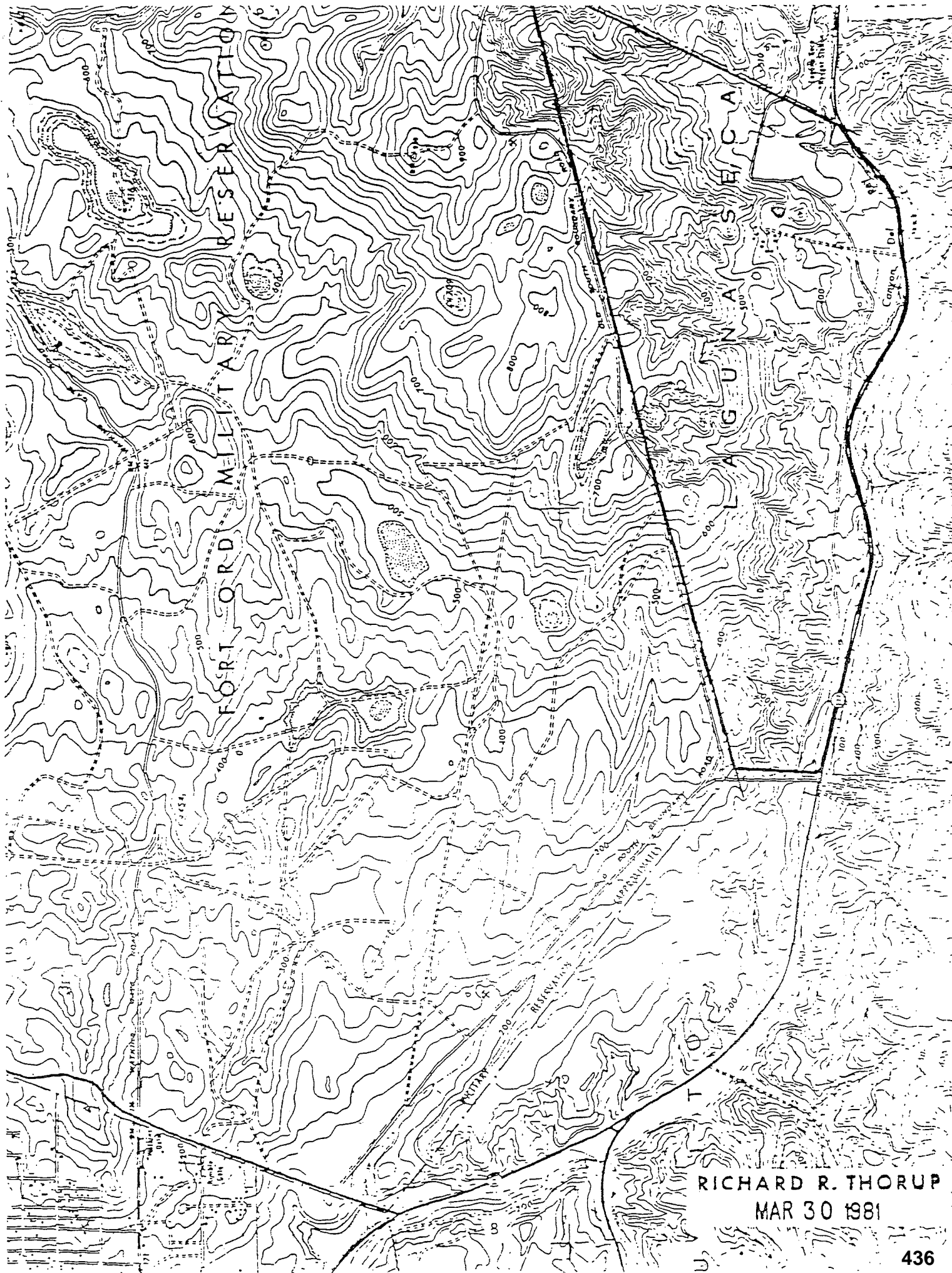
GEOLOGIC SETTING

The bedrock underlying the hills consists of a gently folded sequence of soft to moderately indurated sands, clays and gravels of the Aromas and Paso Robles stream-laid formations of Pleistocene age. These are capped in the higher elevations, near the westerly boundary, by two patches of red-brown soft old sand dunes, one of which is occupied by York School. Materials are probably not over 30 feet thick.

The alluvial plain is about a thousand feet wide at the easterly edge of the property and narrows to about 400 feet at the westerly edge. The alluvial sediments grade from sand to sandy clay and clay from east to west. These deposits are 30 to 40 feet thick.

A shallow water table lies at about 30 feet below the surface within the alluvium. This source of water feeds the lush vegetation in the alluvial plain.

A branch of the Churines Fault lies along the south side of Highway 68. There is no evidence of faulting within the confines of Laguna Seca Ranch.



RICHARD R. THORUP
MAR 30 1981

GROUNDWATER

General

The Laguna Seca Ranch lies in an east-west sedimentary trough containing several hundred feet of saturated fresh water sands and gravels. It extends for nine miles from the Harper fault (near San Benancio Canyon) on the east, to Canyon del Rey, one mile west of the ranch. The south flank of this trough is bordered by a steep line of hills, abruptly rising to the south, approximately along the lines of the Chupines Fault. This fault is considered to be potentially active because it has offset strata of Pleistocene age.[4] In the southeasterly portion of the area, along Calera Canyon, in Sections 22, 23, 25 and 26, T16S, R2E, the fault has offset Monterey shale against granite. The long granite ridge along the south side of Calera Canyon rises to over 2000 feet in elevation.

The northerly boundary of the sedimentary trough is formed by an east-west line of hills lying about one mile north of Highway 68. It separates Laguna Seca Ranch and Laguna Seca Park from Fort Ord on the north side. The ridgetop roughly coincides with a long echelon anticlinal crest, the eastern half of which is called the Guidotti Anticline; the western portion is called the Laguna Seca Anticline. Exposures of Santa Margarita sand and the lower part of the Paso Robles formation along the crest indicate the presence of a structural high. The hills in Fort Ord contain northerly and westerly dipping exposures of Paso Robles and Aromas strata. Muir [12] includes the strip between Highway 68 and the ridgeline within Area 1, which contains the Fort Ord portion of the Seaside Watershed.

The two principal aquifers in this district are the Pleistocene Aromas-Paso Robles sands and gravels and the underlying Pliocene Santa Margarita sand. The total saturated thickness of these two aquifers exceeds 800 feet in the thickest part of the basin. The Aromas-Paso Robles is the principal aquifer in San Benancio Canyon, parts of Corral de Tierra and all of Seaside, whereas the Santa Margarita produces most of the water in Laguna Seca, Hidden Hills and, locally, in Corral de Tierra. It is not uncommon for wells to produce from both aquifers. Well capacities in the thickest Aromas-Paso Robles produce up to 500 gpm of generally acceptable water, whereas many wells, where these sediments are thin or poorly developed, produce but a few gallons per minute. The Santa Margarita is about 230 feet thick in the center of the basin and yields up to 650 gpm of water which ranges from 850 to 1050 ppm TDS.

Alluvial sands and gravels, though not extensively developed, produce groundwater in San Benancio and lower and upper Corral de Tierra in sufficient amounts to supply family residences and a number of small subdivisions. Quality is generally good. However, in those areas where the alluvium is in contact with the Monterey Shale, the TDS rises to 900-1100 ppm. This aquifer is not important in Laguna Seca, Monterey or Seaside.

Less extensive, but locally important, aquifers are the upper few hundred feet of exposed Monterey shale and the underlying basal Monterey sands near the outcrop areas. Fresh water has largely displaced the

marine waters in these areas. The resulting quality has been found to be locally acceptable. One recent well in upper San Benancio Canyon, Section 17, T16S, R3E, was test pumped at 100 gpm of 900 ppm TDS water from a basal Miocene sand underlying the Monterey shale. This well, though fairly deep (900 feet) suggests that other wells in nearby areas can be completed successfully in this aquifer. An artesian well in Section 24, T16S, R2E, drilled in 1974, appears to be producing from the same zone.

Groundwater in Storage

In 1973, Thorup [18] stated that the total amount of groundwater in storage in the Laguna Seca Watershed (3830 acres) is 82,300 acre-feet (36,500 acre-feet in the Aromas-Paso Robles, and 45,500 in the Santa Margarita). The Laguna Seca Ranch, which comprises roughly one quarter of the watershed, was estimated to contain approximately 22,000 acre-feet of groundwater.

In this report, Table 1, patterned after Muir's formula [12] shows the total storage to be 36,900 acre-feet on Laguna Seca Ranch and 120,000 acre-feet in the Laguna Seca Watershed. The present calculations have incorporated the drilling results of the last four years and are felt to be more accurate than the previous amounts.

Muir (Table 3) lists a total of 730,000 acre-feet of total water stored in his study area. Area 1, which covers the easterly half of Fort Ord and the Laguna Seca Ranch, contains 410,000 acre feet of groundwater in storage from an average saturated thickness of 550 feet in an area of 6200 acres. On this basis, Laguna Seca Ranch, which comprises roughly 1/6 of Area 1, would appear to contain 68,000 acre-feet of storage. However, it does not appear to this writer that the saturated thickness of the entire ranch averages 550 feet, being more like 250-300 feet, so that the total storage is probably more like 37,000 acre-feet.

Water Level Measurements

Plate 2 is a revised water table map for Fall 1980. It covers the area from San Benancio Canyon to Seaside. Sources for well measurements are as follow:

1. Flood Control measurements in San Benancio, Corral de Tierra, Calera Canyon and Laguna Seca comprise 40 of their regularly measured wells and 53 additional wells from which measurements were obtained in 1977, 1979 and 1980. The purpose in obtaining these latter measurements was to allow a more precise determination of the water table, particularly in the vicinity of Corral de Tierra Road and Calera Canyon, to ascertain whether groundwater from Calera Canyon is migrating into the Laguna Seca area, as stated by Thorup [18].
2. California American Water Company and the City of Seaside provided measurements in the Seaside area.
3. Fort Ord supplied measurements on several of their wells.

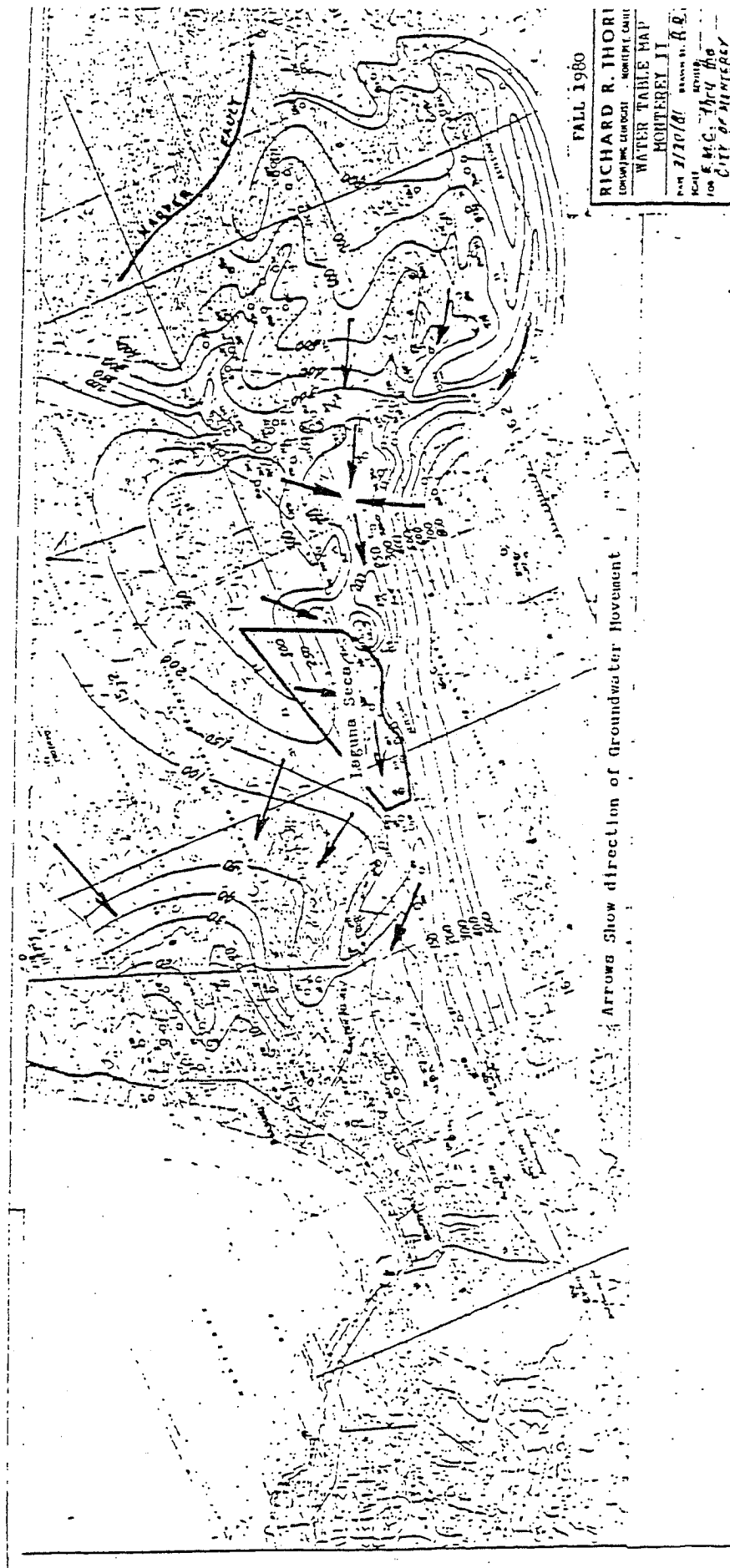
4. The Monterey area was not included in the Flood Control investigation. Scattered measurements for the more recently drilled wells have been obtained from the contractors.
5. Wallace Holm provided measurements for Monterra and Ryan Ranch.
6. Hidden Hills supplied measurements for two wells.
7. A few scattered measurements were obtained from contractors and land owners.

Water Table Map: Fall 1981

Plate 2 is the Water Table Map for Fall 1981. The contour lines are derived from the water surface elevations, which are shown plotted at the well locations.

Summary

1. At the easterly edge, groundwater in the San Benancio area is shown to flow downstream along San Benancio Creek, thence northerly toward the Salinas River.
2. Upper Corral de Tierra and Calera Canyon groundwater flows down the water courses, and down the regional dip of the strata into the Hidden Hills-Laguna Seca area. Some of this groundwater may transfer into the older sediments, such as the Aromas-Paso Robles, Santa Margarita Sandstone and the Monterey Shale.
3. Lower Corral de Tierra measurements show the Groundwater percolating downstream northerly into Toro Creek.
4. A definite groundwater mound lies along Corral de Tierra Road west of the Golf Course. This mound separates the waters in lower Corral de Tierra from Laguna Seca.
5. Watson Creek, in upper Corral de Tierra, and Calera Creek converge at the 4 Corners intersection. Measurements in this local area show that groundwater percolates from both these courses areas into the Hidden Hills-Laguna Seca area.
6. The Laguna Seca trough extends from near Corral de Tierra Road, through Hidden Hills and the Laguna Seca Ranch, down the gradient along Arroyo del Rey into Monterey and Seaside.
7. The Muir water table map covers principally the Seaside Area and Fort Ord. Unfortunately, it does not spill over in sufficient detail into the Laguna Seca and Corral de Tierra areas. Had all the measurements shown on the Thorup map been available to Muir, the 300 foot line would not have been drawn as shown. For example, a corrected surface elevation at the Laguna Seca County Park, G1 on Muir's Water Table Map, shows that the true water table elevation is 210 feet, not 305 feet as shown by Muir. Also, in February 1981.



Flood Control measured a well 3500 feet due south of G1 and recorded a water level elevation of 208 feet. Well perforations are in the Santa Margarita sandstone. These two measurements, plus others, delineate the Laguna Seca trough as extending uninterrupted from the Corral de Tierra Road, down the gradient, into Monterey and Seaside.

Another example of an incorrect water surface elevation is well C1, located in the upper center of Muir's Water Table Map. This is the Fort Ord Huffman well, drilled in 1939 and now caved in and abandoned. The static water level, as plotted on the original Fort Ord driller's log, was 80 feet above sea level. The level on Muir's map is +175. The level today probably is closer to 60 feet.

8. The steep southerly flank of the water table begins at the Santa Margarita-Monterey Shale contact. Three measurements in shale wells show a steep rise in the water level elevations, probably caused by a sharp reduction in permeability in the shale as compared to the Aromas-Paso Robles and the Santa Margarita. Along the southeasterly border of the map, on the south side of Calera Creek, the steep contours begin at the sedimentary-granitic contact.
9. Whether, or how much, groundwater percolates through the Laguna Seca Ranch into the Seaside and Fort Ord area is not known definitely from the existing data. Muir's Water Table Map shows a positive gradient toward Fort Ord and Seaside. The writer's map is inconclusive in the critical area along the northerly border of Laguna Seca Ranch. This writer is fairly certain that groundwater percolates down Arroyo del Rey toward the Monterey Peninsula Airport. Groundwater also percolates into Seaside. A test well drilled 3000 feet easterly along the northerly property line from the northwest corner of the Ranch most likely would supply the necessary information for a more conclusive answer.

Recharge and Safe Yield

The amount of safe yield relates to the Thorup report of 1977 [18] and the current Muir report [12]. In the former, the conclusion was made that, in the opinion of the writer, 2000 acre-feet of groundwater originating in Calera Canyon, migrates on an annual average down the gradient into the Laguna Seca trough. The water table map, and the volume of groundwater generated in Calera Canyon, were used as evidence for the conclusion. The California Department of Water Resources (Fresno Office) supported the conclusion on the direction of groundwater flow, but stated they thought that the amount of 2000 acre-feet was too high. They declined to state what they thought the amount was. The writer still believes the amount to be in the 2000 acre-feet range, particularly because the present water table map shows groundwater also entering the trough from the Watson Creek Watershed in upper Corral de Tierra, as well as from Calera Canyon.

According to Muir, pumping data in the coastal portion of Seaside (Areas 2, 3a and 3b) demonstrates a safe yield of 2600 acre-feet. Inflow, or recharge, into the area is estimated at 3000 acre-feet. It appears, according to Muir, that groundwater flow into the ocean of 400 acre-feet per year is required to prevent salt water intrusion.

Muir states that the average annual inflow in the entire Seaside study area between 1961 and 1979 was 6400 acre-feet. The Seaside coastal area averaged 3300 acre-feet and Area 1 averaged 3100 . About 40% of Area 1, or 1240 acre-feet of yield per year, lies in the Laguna Seca watershed. Muir's Area 1 boundary contained only about 60% of the Laguna Seca sub-watershed. This amount does not include the 2000+ acre feet percolating from Calera Canyon and Upper Corral de Tierra. Total recharge into the Laguna Seca subwatershed might, therefore, be 3,240 acre-feet. This writer's 1977 estimated was 2737 acre-feet. An amount of 3000 acre-feet is used in this report.

Muir states that, in his opinion, 95% of the recharge comes from annual rainfall, which is made possible by the porous soils and low relief of the hills east of Seaside, and the fact that the groundwater passes directly from the old sand dunes into the underlying Aromas-Paso Robles sands and gravels. He does not believe the Santa Margarita contributes any water to the Seaside wells, as shown in his two cross sections, A-A° (Figure 3) and B-B° (Figure 4).

The Laguna Seca trough is unlike the hills east of Seaside, in that here the rain falls directly on the slightly folded Aromas-Paso Robles (and, to a lesser extent, on the Santa Margarita) and percolates down the structural dip in confined or semi-confined sand and gravel strata lying between layers of clay and sandy clay.

Water Use - Laguna Seca Subwatershed

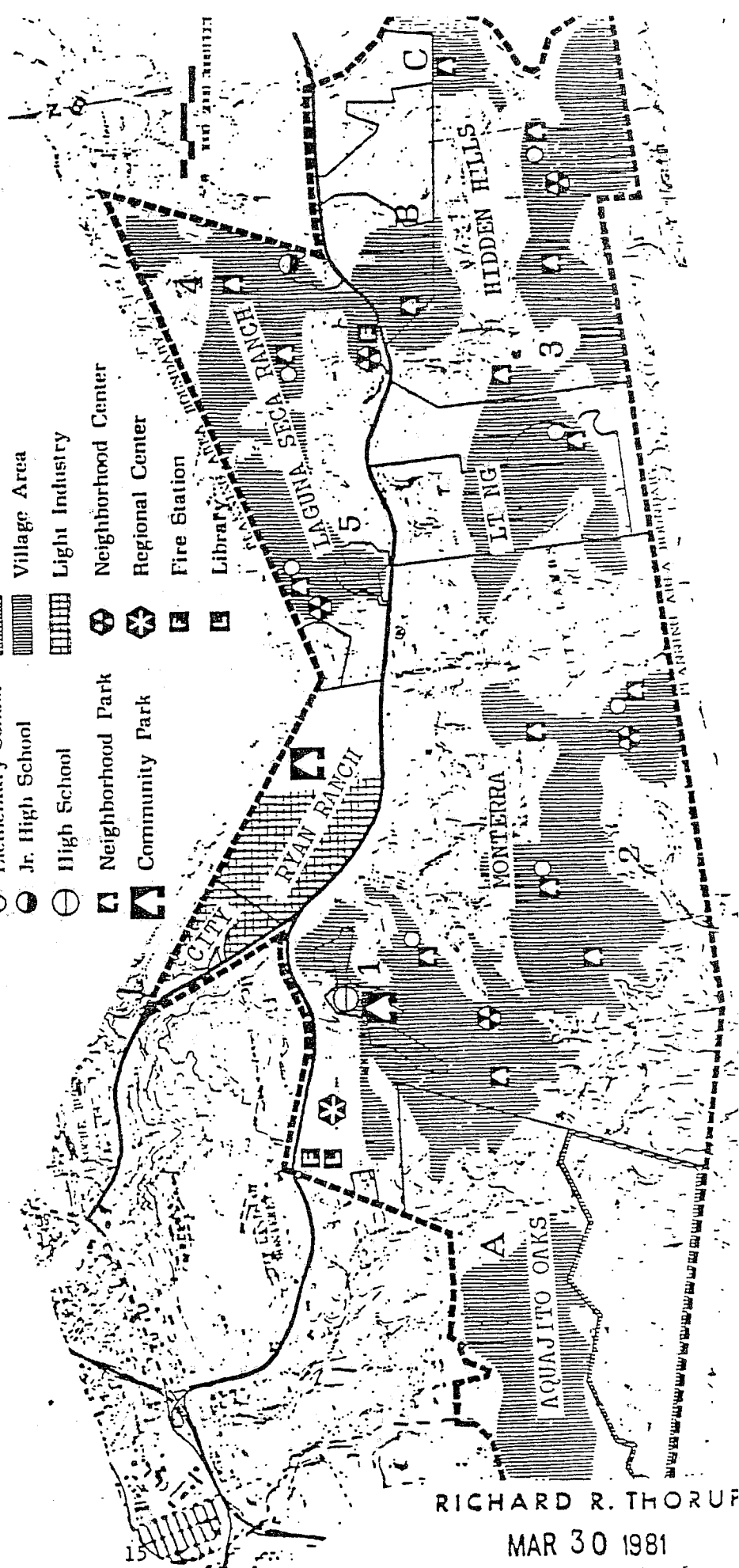
The average annual recharge for the Laguna Seca watershed, as stated by Thorup [17] (Table 3), was 2737 acre-feet as of 1975. Water use for that year was estimated at 791 acre-feet. This yearly amount has increased modestly since then. About 100 new wells have been drilled in the Toro-Laguna Seca area since the 1977 report, pretty evenly scattered in distribution throughout the entire basin. At a consumptive rate per well of 0.366 acre-feet per year for single family dwellings, about 40 acre-feet per year additional water throughout the entire area is now being produced, some of which is returning back into the soil. Buildups within existing subdivisions have increased the water use somewhat. Total present consumptive use in the Laguna Seca watershed is probably not over 900 acre feet per year in 1980, as compared with 791 acre feet in 1975. For instance, Laguna Seca Ranch production has remained essentially stable at 500 acre-feet per year through 1980, including the Golf Course. This amount will, of course, rise steadily as future demands are met.

Table 1 lists the projected water use in the year 2000 of the anticipated principal light groundwater producers/consumers in the Monterey II area. This table is a substantial update of Table 1 [17], of 1975.

If the expansion plans for Monterey II are all approved substantially, as requested, Laguna Seca Ranch, Ryan Ranch and Monterra combined will consume on the order of 1903 acre-feet of water per year by the year 2000. Of these three entities, Laguna Seca Ranch has the highest degree of self sufficiency in groundwater reserves and pumping capacity.

COMPONENTS OF MONTEREY II

- | | | | |
|---|-------------------|---|---------------------|
| ○ | Elementary School | ▨ | Jacks Peak Park |
| ● | Jr. High School | ▨ | Village Area |
| ⊖ | High School | ▨ | Light Industry |
| ⌘ | Neighborhood Park | ⊕ | Neighborhood Center |
| ⌘ | Community Park | ⊗ | Regional Center |
| | | ⚡ | Fire Station |
| | | Ⓛ | Library |



RICHARD R. THORUP

MAR 30 1981

Table 1
Projected Water Use: Laguna Seca Watershed
Year 2000

User	Location	Aquifer			Projected Maximum Use Ac/Ft
		Aromas- Paso-Robles	Santa Margarita	Monterey Shale	
# Toro Water	Hwy 68	X			183
# Laguna Seca Heights	Hwy 68	X			25
# Laguna Seca County Park	Hwy 68		X		100
+ Laguna Seca Ranch	Hwy 68	X 1/8	X 7/8		940
Hidden Hills	Laureles Grade	X 1/6	X 5/6		238
+*Monterra	Hwy 68			X	783
+ Ryan Ranch	Hwy 68		X		180
					<u>2449</u>

* = Groundwater reserves must be developed from Miocene shale for project to become self sufficient.

+ = Plans for greatly increased expansion now being considered within the planning process.

SFDU rated at .366 Ac/Ft per year per unit
MFUDU rated at .313 Ac/Ft per year per unit

Note: Ryan Ranch projects 3712 employees. Logan projects ultimate water use at 150 acre feet per year, but no allowance made for landscaping. Above figure of 180 acre feet provides for 30 acre feet per year.

= These lands are located outside of Monterey II.

Note: The parcel owned by Lit Ng is omitted from the above calculations.

Logan states that wells 2, 4, 5 and 7 on Ryan Ranch have a combined pumping capacity of 234 gpm. Long range effects of pumping on aquifer will not be known for many years. Monitoring wells are to be established. If Monterra is to develop more water, it must be found in the Monterey Shale, because of the thin cover of overlying water-bearing sediments existing on the ranch and the unfavorable recharge capability of these sediments. The shale, however, may offer a possibility for production of reasonably good quality groundwater. For example, one Navy well on the north side of the airport produces 300 gpm of water from shale which falls within the acceptable quality limits as set by Public Health. It is conceivable, but doubtful, that this acceptable quality and high yield may extend into a portion of the property.

LAGUNA SECA RANCH

Operating Wells and Groundwater Production

The Laguna Seca Ranch has three operating wells as of the present date. They are:

- 1) Main Gate No. 2
- 2) Paddock No. 1
- 3) Paddock No. 4.

Since the report of August 9, 1975, Racetrack and Main Gate No. 1, drilled in 1959, were abandoned. The Main Gate well was replaced by the No. 2. The old Racetrack well now is being replaced by the Laguna Seca Golf Course No. 1, which is 130 feet north of the old well. This well will be used to supply the Golf Course. The productive capacity is 758 gpm.

Present production, as determined by PG&E pump tests of March 6, 1981, are as follow:

Main Gate No. 2	258 gpm	
Paddock No. 1	527 gpm	
Paddock No. 4	50 gpm	(estimated; not measured)
	<hr/>	
TOTAL	835 gpm	

The Main Gate well originally tested 468 gpm in 1977 with a 50 hp motor, and is now being pumped with a 30 hp submersible. A larger pump probably could raise the production to near its original level.

The total estimated production, with the addition of the new Golf Course well, is as follows:

Main Gate No. 2	258	
Paddock No. 1	527	
Paddock No. 4	50	(estimated)
Golf Course	758	
	<hr/>	
	1593	gpm

Future needs, as the project develops, will require added production from additional wells. Since the subsurface geology is favorable for the production of groundwater over about one third of the property along the Laguna Seca syncline, there should be no difficulty in developing the required amount when the need arises. An additional large storage tank would help to alleviate the need for peak production during periods of hot weather or the temporary breakdown of a particular well. This would be a future consideration as the population buildup increases.

Groundwater in Storage

Groundwater storage in Laguna Seca Ranch is as follows:

Aquifer	Average Saturated Thickness (Ac Ft)	Surface Area (Acres)	Volume (Ac Ft)	Weighted Average Specific Yield (%)	Storage Capacity (Ac Ft)
LAGUNA SECA RANCH					
Aromas-Paso Robles	150	800	120,000	12	14,400
Santa Margarita	150	1000	150,000	15	22,500
TOTAL					36,900
LAGUNA SECA SUBWATERSHED					
Aromas-Paso Robles	300	2000	600,000	12	72,000
Santa Margarita	200	2000	400,000	12	48,000
TOTAL					120,000

Water Levels

The following is a list of available Water Surface Elevations for Laguna Seca Wells:

Main Gate No. 1

10/61 201		
12/10/62	219	Raised 18.0' in 1 year
9/10/64	220	
9/23/75	190	
9/1/76	189.4	
5/2/77	198.3	
10/2/79	—	
10/10/80	—	
3/6/81	196.0	Level in Oct/80 10+ ft. lower than this figure.

Racetrack

9/19/60	215	
9/16/64	202	
9/23/75	197.8	
9/1/76	199.4	
10/2/79	200.3	
10/10/80	200.4	Has lowered 1.6' in 16 years.

Paddock No. 1

10/2/79	180.1	
10/7/80	184	
3/6/81	199.0	Raised 15.0' in 5 months.

Paddock No. 4

9/23/75	255	
9/1/76	244.2	
10/4/79	234.8	
10/7/80	---	

The Main Gate No. 2 and Paddock No. 1 are perforated in the Santa Margarita sandstone. Although neither well has been measured regularly, the levels appear to have lowered slowly over the past 15 to 20 years. The Racetrack well has a flat hydrograph. The Main Gate No. 2 is located about 50 feet from the abandoned No. 1, so the levels should be comparable. The water table lowered about 30 feet in the late 1960s. Sketchy records since then show a drop of perhaps a foot per year.

The level in the shallow well appears to be dropping. However, there is no record of this well ever having been pulled and cleaned out. It is an old well and, although it has been trouble-free, it should be pulled, a TV survey run, and treated as required. No drillers log is available for this well.

Although the water level readings are scarce and random, still there is occasional evidence that groundwater moves into this district rapidly in good years. For example, the level rose 18 feet between Oct/61 and Oct/62 in the Main Gate No. 1. This year in Paddock No. 1, the level rose 15 feet between Oct. 7, 1980 and March 6, 1981. There is a positive response to wet and dry cycles. It indicates an increase in groundwater storage in the range of 1250+ acre-feet in the past five months. The level in the Pratt well, near the main office in Hidden Hills, rose 10 feet in the same period. It would seem that, if the Laguna Seca subwatershed were not receiving water from Calera Canyon and Upper Corral de Tierra, this volume of recharge could not be generated. The 1250 acre-feet of recharge is more than the calculated recharge generated from within the subwatershed. Furthermore, this is recharge from just the Santa Margarita sandstone and does not include any in the Aromas-Paso Robles.

Water Quality

The latest water quality reports from the three operational wells show that in two of the wells the TDS and chloride are slightly higher than the Public Health Drinking Water Limits. The third well, Paddock No. 4, falls well within the limits for both. Only the Main Gate No. 2 is too high in iron, and none are too high in manganese.

longer acceptable, then that particular well would of necessity be abandoned by the owner, or he might choose to cut down the pumping rate and let the well recover. In any event, the safe yield for that well will have been exceeded in that particular aquifer. It then might be necessary for the owner to also produce from the Aromas-Paso Robles, and blend the waters to improve the quality.

The safe yield for the Laguna Seca Ranch wells, or for the subwatershed, has not been reached. At some time in the future it will be. At that point, production in the Santa Margarita will have to be cut back to allow the aquifer to restore itself. It is apparent from the history of the water levels that a substantial amount of water moves into the ranch area during certain winters, as demonstrated by this year's levels.

Table 2
Laguna Seca Projected Water Use, Ultimate Buildout

Residential					
1. L.S. Estates No. 1	SFDU	46 x .366	=	16.8	
2. L.S. Estates No. 2	SFDU	49 x .366	=	17.9	
3. Single family (5.5 du/Ac)	SFDU	500 x .366	=	183.0	
4. Patio Homes/Townhouses (9.9 du/Ac)	SFDU	451 x .366	=	165.1	
5. Retirement Homes (11.75 du/Ac)	MF	712 x .313	=	222.9	
6. MF (16 du/Ac)	MF	650 x .313	=	203.0	
				<u>791.9</u>	792.0
Horse Ranch - 10 Ac pasture					
Comm Shopping Facilities - 80,000 sq ft					
Resort Hotel - 200 rooms, restrnt, bar & 25,000 sq. ft. shops					
Professional Offices - 51 Ac (19 lots, .6-2.6 Ac)					
East Park				100	100
School					
Community Center (17 Ac, bldgs, reservoir)					
York School					
Fire Station					
Golf Course - 18 holes				<u>250</u>	<u>250</u>
					1142
Less Wastewater Reclamation Plant				100	
Less Yearly Perc. into Golf Course				<u>100</u>	
				200	<u>200</u>
ESTIMATED PROJECTED WATER USE AFTER BUILDOUT, YEAR 2000					940

Effect of Increased Pumping on Contiguous Parcels

Laguna Seca Ranch is fortunate in being in a geologic and geographic position of having ample groundwater reserves and pumping capacity and, at the same time, being located in a position where pumping the groundwater has little or no effect on its neighbors.

Paddock No. 4 is the shallowest of the wells and is developed solely in the Aromas-Paso Robles formation. The water quality in this well is superior in every category. If an additional supply of better water is needed, it can be developed from this shallower aquifer. The pump test indicates that this well does not have the output of the other wells and cannot be expected to produce as much volume per well. Copies of the most recent analyses of the three wells is included in the Appendix.

A 1975 Report on the Laguna Seca County Park water well (16S/1E/5G) lists the TDS at 693 ppm at 270 feet, and 735 ppm at 350 feet. Chloride is 140 ppm. Iron and manganese are both slightly high. This well is perforated only in the Santa Margarita Sandstone. This suggests that better quality water might be found on Laguna Seca Ranch in the Santa Margarita sandstone.

Cross sections A-A' and B-B' (Figure 6) depict quite clearly the close relationship between the shale outcrops, the alluvium and the Santa Margarita sandstone. It is probably that groundwater originating in the shale is being fed into the Santa Margarita. This suggests that wells drilled closer to the axis of the syncline might provide a better quality of groundwater.

Water Use

The water use schedule shows a maximum use at buildout of 940 acre-feet in the year 2000. This figure will probably be subjected to criticism as being both too high and too low. If anything, it is probably too high, as the figures of .366 acre-feet per year for a single family dwelling, and the .322 for a multiple family unit may be too high. It is of interest that the amount for a dwelling unit in Hidden Hills for 1979 and the first six months of 1980 was 0.2 acre feet per dwelling unit per year for 132 units. The metered amount in Laguna Seca Ranch Estates No. 1 (46 homes) was slightly higher in 1980 than the 0.366 acre-feet per year. This is a place with a considerable amount of landscaping, which may account for the higher figure. The evidence seems to suggest that a case may be made that the submitted figure of 940 acre-feet per year may be too high.

Recharge and Safe Yield

In some areas, the amount of recharge and the safe yield are the same. In some areas they are not. For example, in his report on Seaside, Muir points out that the recharge along the coast is 3000 acre-feet and the safe yield is 2600 acre-feet. The remaining 400 acre-feet is the amount needed to prevent salt water intrusion. He also states that safe yield is the rate at which water can be pumped year after year without decreasing groundwater in storage to the point where the pumping lift would not be economically feasible, or where water of poor quality would begin to intrude the reservoir. One must conclude, therefore, that if it were demonstrated that heavy pumping materially lowered the water table to a depth at which further pumping would not be feasible, or because the water quality has deteriorated to a point where it is no

Muir has demonstrated through his cross sections and tests that Seaside does not pump its groundwater from the Santa Margarita formation, which is the primary aquifer on Laguna Seca Ranch. Furthermore, the recharge for Seaside is generated within its own local area.

Laguna Seca County Park produces from the Santa Margarita. It is 3500 feet from the nearest Laguna Seca Ranch well pumping from the same aquifer. When the well first was test pumped on 6/24/75, the water level was 168 feet from the surface. On 10/7/80, the level was 179.6. The last measurement, taken 3.5 months later in the season, would most likely have been 2 to 3 feet higher in June. The actual probable drop is, therefore, about 10 feet in 5 years. This is a normal drop for a comparatively new well in this area.

Hidden Hills wells intercept groundwater before it reaches Laguna Seca. The other neighbors to the east pump from the Aromas-Paso Robles, not the Santa Margarita.

An artesian well of unacceptable quality and modest yield, similar to the Monterra artesian well, was completed on the Lit Ng parcel. There is no possibility of production from either the Santa Margarita or Aromas-Paso Robles on this parcel.

The Ryan Ranch wells are 900 feet downstream from the Main Gate well and 6000 feet from the new Laguna Seca Golf Course well. John Logan states that the water levels in the Ryan Ranch wells are unaffected by Laguna Seca pumping [oral communication]. These low-producing wells are in close proximity to structurally high Monterey shale and near the depositional edge of the Santa Margarita sandstone. The combination of these geologic factors has no doubt resulted in the low productivity of the sand.

The Monterra project lacks Santa Margarita sandstone and is unaffected by Laguna Seca pumping.

GEOLOGY

The geology of the ranch is described herein in the section entitled Geologic Setting. Bowen also describes the geology (Reference 2).

Paso Robles Formation

The bedrock of the property, for the most part, consists of a series of sands, clays, sandy clays and gravels of the Paso Robles formation. These strata occupy about 60% of the hilly surface in an east-west band that stretches from the edge of the alluvium nearly to the northerly property line.

They generally are buff to gray in color and contain pebbly zones of Monterey shale debris. They are mostly soft to moderately indurated. Seven percolation test holes, located in the hilly area in Laguna Seca Ranch No. 2 record from 2 to 3 feet of "peat muck", an unstable, wet, black, mushy type of deposit. There may be other sites not tested where this muck occurs.

Mitigation Measure: Sites within the Ranch Estates No. 2 Project should undertake tests to determine the presence and nature of this unstable material as an aid in selecting a particular homesite and planning the foundation.

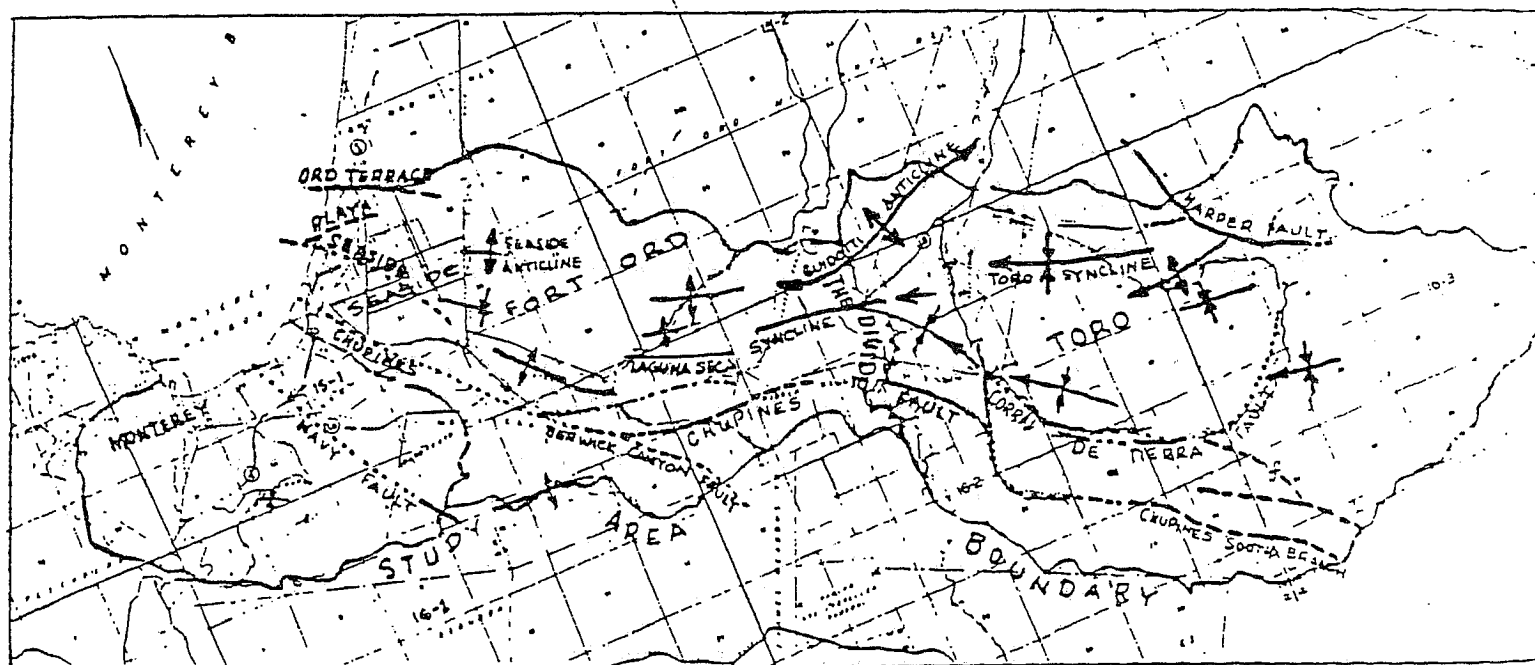
No other soil problems appear to be associated with the Paso Robles formation. The area to the east of the Ranch is literally dotted with homes which have been built on this formation. The degree of induration is generally sufficient to support steep-sided gulleys and ravines without caving.

As a precautionary note, it might be well to add that the available soil data from test holes was limited to Laguna Seca Ranch Estates No. 2, there being none available on the rest of the property.

Aromas Formation

Overlying the Paso Robles and occupying a higher position, topographically, than the Paso Robles formation is the red or orange-stained Aromas Formation, consisting of loose to somewhat compact fine-grained, well sorted sand. A thin, hard cemented layer a few feet thick, resembling what is called "rimrock", is present over a part of the outcrop surface.

Mitigation Measure: Care must be exercised to control erosion in excavated areas. Vegetation should be left as is, or scraped areas protected by the replanting of a vegetative cover. Sound engineering practices for building sites will be necessary, and soil tests should be performed for building foundations. Groundwater from possible local perched water should be diverted and controlled by drainage channels.



TECTONIC MAP
Seaside to Toro

RICHARD R. THORUP
MAR 30 1981

LEGEND

Symbol	Description
OP	Alluvium
OP	Old Alluvium
OP	Old Sand Dunes
OP	Anacostia
OP	Paso Blanco
OP	Santa Margarita
OP	Monterey shales

See Fig. 10000 for stratigraphic column

WELL LOCATIONS

Well No.	Status
1	Canceled
2	Abandoned
3	Active
4	Active
5	Active
6	Active
7	Active
8	Active
9	Active
10	Active
11	Active
12	Active
13	Active
14	Active
15	Active
16	Active
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99	Active
100	Active

OPERATING LAND

See Fig. 10000 for operating land

Geological Map of the Richard R. Thorup Property, Monterey, California

Scale: 1 inch = 1 mile

North Arrow

Legend

Wells: 1-100

Operating Land

Monterey

Hidden Hills

Laguna Seca

San Joaquin River

County Road

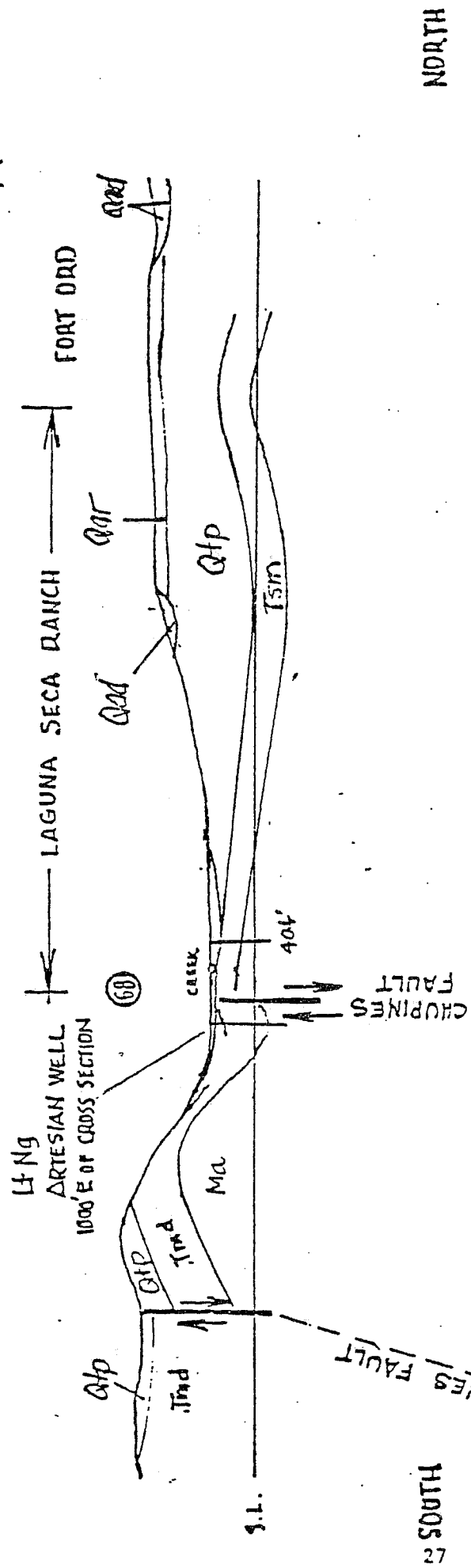
Figure 5

SOUTH

NORTH

A

A'

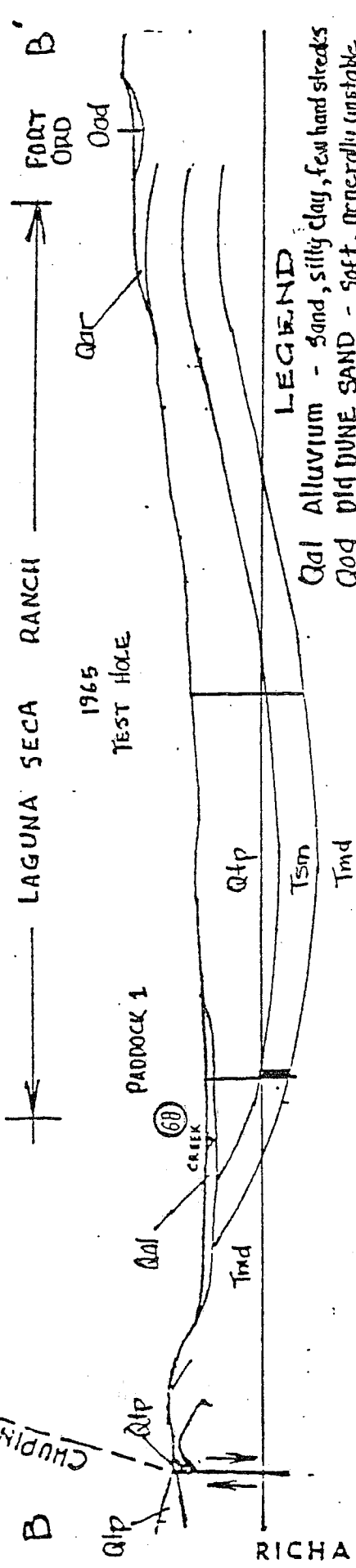


27
SOUTH

NORTH

B

B'



RICHARD R. THORUP
CONSULTING GEOLOGIST MONTEREY, CALIFORNIA

MAR 30 1981

LEGEND

- Qal Alluvium - Sand, silty clay, few hard streaks
- Qad Old DUNE SAND - Soft, generally unstable
- Qar AROMAS SAND - Soft w/ hard surface cooling

Qtp PASO ROBLES
Subject to erosion
Sand, clay, gravel streaks
generally problem-free

Tsm Santa Margarita Don't outcrop
Tmd Monterey Shale on properly
Tma Aquatic shale

CROSS SECTIONS A-A', B-B'
LAGUNA SECA RANCH

SCALE 1" = 1000'

Old Dune Sand

Overlying the Aromas-Paso Robles formation are a couple of areas of dune sand consisting of loose, fine sand. Foundations for building sites must be tested if located in this material. Precautions against erosion must be applied.

Alluvium

Alluvium covers the main valley floor and extends up into the main ravines. The alluvium is 30-50 feet thick and consists of sand, gravel, silt and clay, a few beds of which are fairly indurated. Vertical cliffs along Arroyo del Rey exhibit undercutting in soft sand lying below a hard, sandy clay layer. Two of these undercut areas are growing and are beginning to encroach upon the Golf Course.

Mitigation Measure: Stop the headward erosion or take the chance of losing part of the Golf Course.

Parts of the alluvial area contain loose sand in the upper few feet which, under unusual conditions of a heavy winter and strong shock, may possibly be subject to liquefaction. Tests should be made to determine the danger factor, if any.

The Dump Area

It has been stated [13] that, from a foundation standpoint, the dump area is unsuitable for support of even a light structure because total settlements of 15% of the dump thickness (up to 150 feet) can be expected. Even roads across this area will be subject to settlement and recurring surface problems. Special foundation investigations should be undertaken should building on the dump area be seriously considered.

No active or inactive landslides of mappable size occur on the property.

No faulting can be observed within the property boundaries. However, strong shaking from an earthquake of 8.0 intensity probably will be experienced during the lifetime of the site. No surface ruptures should be expected, but lurch cracking and perhaps lateral spreading of loose soils might occur.

Mitigation Measure: The building codes are designed to mitigate the potential shaking due to a large earthquake.

Summary

Business and Office Park: No problems, except erosion must be controlled along Arroyo del Rey.

Laguna Seca Ranch Estates No. 2:

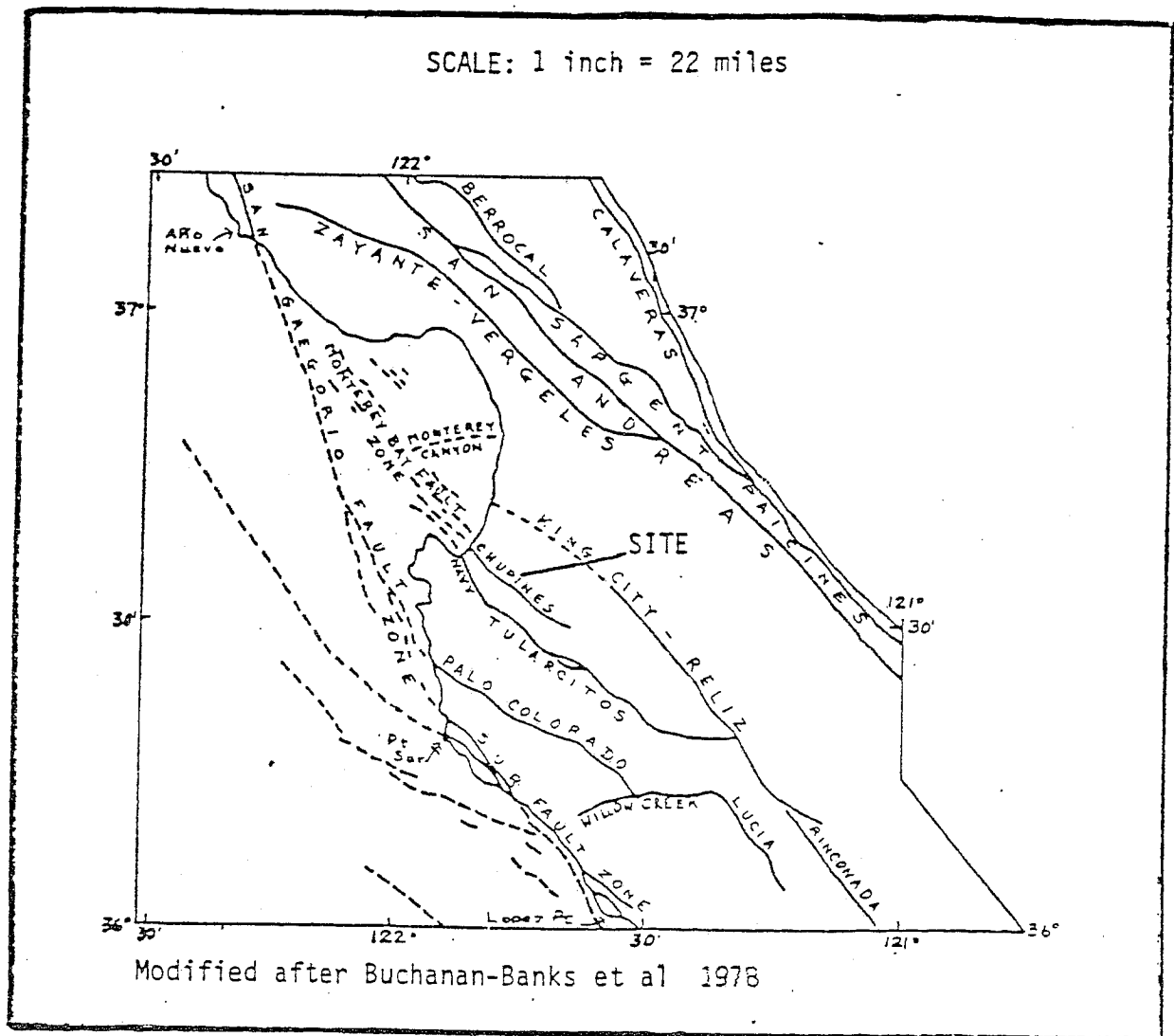
- A. Southerly half contains unstable "peat muck" in 5 widely spaced locations at shallow depth. All building foundations should be tested for this material. If found, the building specifications should provide for its removal or satisfactory containment.

- B. The northerly half contains extremely porous soft sand which will erode when the vegetation is removed or extreme cuts are made. This habitat becomes fragile when stripped of vegetation. Replanting should be undertaken to control erosion. Fifty foot setbacks should be established around the steep incised eroded ravines. Controlled channeling should be established for surface drainage, ruts and small gullies.

Old Dump Area: This has been termed unsafe for structures and even roads in Reference 14 because of predicted slumping over bodies of compacted waste.

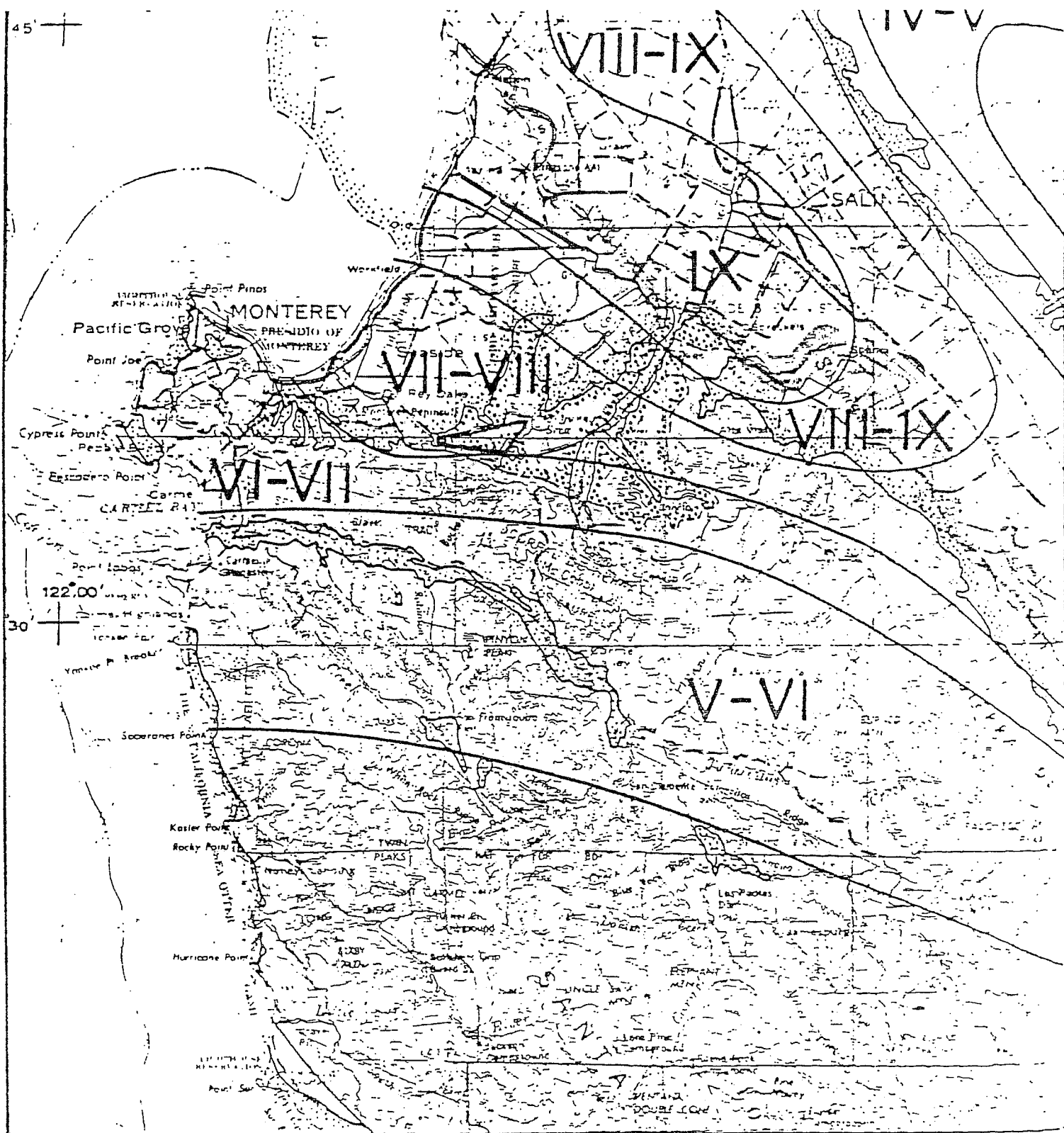
S-10, M-1, M-2, S-9, S-7, U-7: Setbacks of 50 feet for building sites along erosional ravines. Protection against erosion after removal of vegetation.

S-3, U4, U2, S2, C-1, S-1, C2, U1, School Site: Should be tested for possibilities of liquefaction.



REGIONAL FAULT ZONES

MONTEREY BAY AND VICINITY
MONTEREY COUNTY, CALIFORNIA



McCrory et al 1977

Scale: 1 inch = 4 miles

EARTHQUAKE INTENSITY ZONING MAP

RICHARD R. THORUP
MAR 30 1981

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APPENDICES

Appendix 1

Chemical Analysis of Laguna Seca Ranch Wells, dated 9/19/80

Pump Test Main Gate No. 2, March 5, 1981

Pump Test Paddock No. 1, March 5, 1981

Appendix 2

Ground Shaking Intensity Scales

Rossi-Forel Ground Shaking Intensity Scale
and

Modified Mercalli Scale of Earthquake Shock Intensities

SOIL CONTROL LAB

1234 HIGHWAY 1

WATSONVILLE

CALIFORNIA

95076

USA

KINGSLEY PACKER

408 724 5477
408 724-4427

3H46229

penetrates your problems!

Bishop Water Co.
P.O. Box 308
Monterey, CA 93940

Aug. 29, 1980

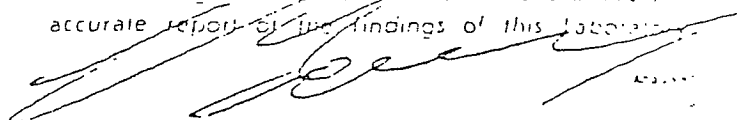
CERTIFIED ANALYTICAL REPORT

MATERIAL:	3 water samples received Aug. 18, 1980			PUBLIC
IDENTIFICATION:	Paddock Wells #1 & #4 + Main gate well			HEALTH
REPORT:	Quantitative chemical analysis is as follows expressed as milligrams per liter where not otherwise stated:			DRINKING
				WATER ¹
				LIMITS
	#1	#4	MAIN GATE	
pH value (units) :	6.63	7.17	7.21	10.6
Conductivity(micromhos/cm) :	1585	855	1610	900
Carbonate Alk. (as CaCO ₃) :	0	0	0	120
Bicarbonate Alk.(as CaCO ₃) :	104	101	214	-
Total Alkalinity(as CaCO ₃) :	104	101	214	-
Total Hardness (as CaCO ₃) :	418	161	508	-
Total Dissolved Solids	1076	578	1093	500
Nitrate (as NO ₃) :	27	0.3	14.7	45
Chloride (Cl):	271	194	310	250
Sulfate (SO ₄):	400	29	160	250
Fluoride (F ⁻):	0.5	0.2	0.6	1.0
Calcium (Ca):	81	36	143	-
Magnesium (Mg):	52	17	37	-
Potassium (K):	6.2	5.8	8.0	-
Sodium (Na):	195	128	165	-
Total iron(Fe):	0.03	0.01*	0.03	0.3
Manganese (Mn):	0.03	0.01*	0.04	0.05

*less than figure stated

¹ California Administrative Code;
Title 22

The undersigned certifies that the above is a true and accurate report of the findings of this laboratory.



COAST VALLEY DIVISION

MONTEREY OFFICE

BISHOP WTR

Test Date 03/05/81

Below are the results of the recent test on your pumping
Please let us know if you have any questions or if we can be of
further service.

PGandE

BISHOP WTR

BOX 308

MONTEREY

CA 93940

Paddock No. 1

MAIN GATE TURBINE WELL

094675

Customer Plant Identification-

ANTHONY VARGAS, BRUCE CALL

Test Engineer-

Number of Copies:

Customer 2

Office 1

TEST 1

* Min. (•=24 hrs.

152.1 Ft.

69.0 Ft.

221.1 Ft.

2.3 Ft.

1 P.S.I.

223.4 Ft.

527 G.P.M.

7.6 G.P.M./Ft.

2.33 ACRE FT.

64.3 HP.

48.0 KW.

499.65 KWH/ ACPE

96.5

Shutdown Time
Standing Water Level Below CENTER LINE OF DISCHARGE PIPE
Drawn Down from Standing to Pumping Level
Pumping Water Level Below CENTER LINE OF DISCHARGE PIPE
Discharge Level Above CENTER LINE OF DISCHARGE PIPE

Discharge Pressure Measured at Gauge

TOTAL LIFT (Water to Water)

WATER PUMPED

Yield of Well (G.P.M. per foot draw down)

Water Pumped in 24 Hours

HORSEPOWER INPUT TO MOTOR

Kilowatt Input to Motor

KILOWATT HOURS PER ACRE FT. OF WATER PUMPED

OVERALL PLANT EFFICIENCY

GET THE MOST GALLONS FOR YOUR MONEY WITH EFFICIENT PUMPS!

CORRECT VALLEY Division

MONTEREY Office

KDM5144001

07411844046100

BISHOP WTR

Test Date 03/05/81

79442

NO NAME TAG

30.0 V₀ =

SUBMERSIBLE

Below are the results of the recent test on your pumping unit. Please let us know if you have any questions or if we can be of other service.

PGandE

BISHOP WTR

BOX 308

MONTEREY

CA 93940

Number of Copies:

Customer 2

Office 1

MAIN GATE DOMESTIC WELL

Location- 091550
Customer Plant Identification-
Anthony VARGAS, BRUCE CALL

- MOTOR LOAD IS 118% OF FULL LOAD CAPACITY.
- THE OVERALL EFFICIENCY OF THIS PLANT IS LOW UNDER EXISTING WATER AND OPERATING CONDITIONS.
- THE TEST RESULTS MAY BE IMPAIRED DUE TO A POOR HYDRAULIC TEST SECTION.

TEST 1

* Min. (= 24 hrs.
146.8 Ft.
25.4 Ft.
172.2 Ft.
25.4 Ft.
11 P.S.I.
197.6 Ft.
258 G.P.M.
10.1 G.P.M./Ft.
1.14 ACRE FT.
38.6 HP.
28.8 KW.
606.23 KWH/ ACRE F
35

Shutdown Time
Standing Water Level Below CENTER LINE OF DISCHARGE PIPE
Draw Down from Standing to Pumping Level
Pumping Water Level Below CENTER LINE OF DISCHARGE PIPE
Discharge Level Above CENTER LINE OF DISCHARGE PIPE
Discharge Pressure Measured at Gauge
TOTAL LIFT (Water to Water)
WATER PUMPED
Yield of Well (G.P.M. per foot draw down)
Water Pumped in 24 Hours
HORSEPOWER INPUT TO MOTOR
Kilowatt Input to Motor
Kilowatt Hours per Acre Foot Water Pumped
OVERALL PLANT EFFICIENCY

GET THE MOST GALLONS FOR YOUR MONEY WITH EFFICIENT PUMPING

The first scale developed to indicate the varying intensities of earthquake shock was developed in Europe in the 1880's by De Rossi of Italy and Fret in Switzerland. The Rossi-Fret Scale, with values from I to X, was widely used for about two decades as a means of investigating earthquakes and comparing the effects of various shocks throughout the world. The scale's main defect was that it lumped a great deal of major damage under classification X. This was fine during the early stages of technology, but as the science of seismology progressed, the need for a more refined scale was greatly increased.

In 1902, the Italian seismologist Mercalli set up a new scale, which was based on a I to XII range and provided for more refined analysis of major damage. The Mercalli Scale was modified in 1931 by two American seismologists, Harry O. Wood and Frank Neumann, to take into account modern features such as tall buildings, motor cars and trucks, and underground water pipes. It is this Modified Mercalli Scale (frequently abbreviated to MM) that is still used today. In the version printed here, the language has been slightly changed, but the basic ideas are the same as those used by professional seismologists to rate earthquakes.

The varying intensity grades of an earthquake frequently are expressed in an isoseismal map, with roughly circular lines drawn through areas of equal intensity. Several such maps appear in the following chapters.

All intensity figures used in this book are MM. The Rossi-Fret numbers given to earthquakes before 1900 have been adjusted to fit the more modern Mercalli system.

I Not felt by people, except under especially favorable circumstances. However, dizziness or nausea may be experienced.

Sometimes birds and animals are uneasy or disturbed. Trees, structures, liquids, bodies of water may sway gently, and doors may swing very slowly.

II Felt indoors by a few people, especially on upper floors of multistory buildings, and by sensitive or nervous persons.

As in Grade I, birds and animals are disturbed, and trees, structures, liquids and bodies of water may sway. Hanging objects swing, especially if they are delicately suspended.

III Felt indoors by several people, usually as a rapid vibration that may not be recognized as an earthquake at first. Vibration is similar to that due to passing of a light, or lightly loaded trucks, or heavy trucks some distance away. Duration may be estimated in some cases.

Movements may be appreciable on upper levels of tall structures. Standing motor cars may rock slightly.

IV Felt indoors by many, outdoors by few. Awakens a few individuals, particularly light sleepers, but frightens none except those apprehensive from previous experience. Vibration like that due to passing of heavy, or heavily loaded trucks. Sensation like a heavy body striking building, or the falling of heavy objects inside (books, windows and doors rattle, glassware and crockery clink and clash. Walls and house frame creak, especially if intensity is in the upper range of this Grade.

V Hanging objects often swing. Liquids in open vessels are disturbed slightly. Stationary automobiles rock noticeably.

Felt indoors by practically everyone, outdoors by most people. Direction can often be estimated by those outdoors. Awakens many, or most sleepers. Frightens a few people, with slight excitement; some persons run outdoors.

Buildings tremble throughout. Dishes and glassware break to some extent. Windows crack in some cases, but not generally. Vases and small or unstable objects overturn in many instances, and a few fall. Hanging objects and doors swing generally or considerably. Pictures knock against walls, or swing out of place. Doors and shutters open or close abruptly. Pendulum clocks stop, or run fast or slow. Small objects move, and furnishings may shift to a slight extent. Small amounts of liquids spill from well-filled open containers. Trees and bushes shake slightly.

VI Felt by everyone, indoors and outdoors. Awakens all sleepers. Frightens many people; general excitement, and some persons run outdoors.

Persons move unsteadily. Trees and bushes shake slightly to moderately. Liquids are set in strong motion. Small bells in churches and schools ring. Poorly built buildings may be damaged. Plaster falls in small amounts. Other plaster cracks somewhat. Many dishes and glasses, and a few windows, break. Knick-knacks, books and pictures fall. Furniture overturns in many instances. Heavy furnishings move.

VII Frightens everyone. General alarm, and everyone runs outdoors.

People find it difficult to stand. Persons driving cars notice shaking. Trees and bushes shake moderately to strongly. Waves form on ponds, lakes and streams. Water is muddied. Gravel or sand stream banks cave in. Large church bells ring. Suspended objects quiver. Damage is negligible in buildings of good design and construction; slight to moderate in well built ordinary buildings; considerable in poorly built or badly designed buildings, adobe houses, old walls (especially where laid up without mortar), spires, etc. Plaster and some stucco fall. Many windows and some furniture break. Invented brickwork and tiles shake down. Weak chimneys break at the routine. Cornices fall from towers and high buildings. Bricks and stones are dislodged. Heavy furniture overturns. Concrete irrigation ditches are considerably damaged.

VIII General fright, and alarm approaches panic. Persons driving cars are disturbed. Trees shake strongly, and branches and trunks break off (especially palm trees). Sand and mud erupts in small amounts. Flow of streams and wells is temporarily and sometimes permanently changed. Dry wells renew flow. Temperature of spring and well waters varies. Damage slight in brick structures built especially to withstand earthquakes, considerable in ordinary substantial buildings, with some partial collapse, heavy in some wooden houses, with some tumbling down. Panel walls break away in

frame structures. Decayed pilings break off. Walls fall. Solid stone walls crack and break seriously. Wet ground and steep slopes crack to some extent. Chimneys, columns, monuments and factory stacks and towers twist and fall. Very heavy furniture moves conspicuously or overturns.

IX Panic is general. Ground cracks conspicuously. Damage is considerable in masonry structures built especially to withstand earthquakes; great in other masonry buildings—some collapse in large part. Some wood frame houses built especially to withstand earthquakes are thrown out of plumb, others are shifted wholly off foundations. Reservoirs are seriously damaged, and underground pipes sometimes break.

X Panic is general. Ground, especially when loose and wet, cracks up to widths of several inches; fissures up to a yard in width run parallel to canal and stream banks. Landsliding is considerable from river banks and steep coasts. Sand and mud shifts horizontally on beaches and flat land. Water level changes in wells. Water is thrown on banks of canals, lakes, rivers, etc. Dams, dikes, embankments are seriously damaged. Well-built wooden structures and bridges are severely damaged, and some collapse. Dangerous cracks develop in excellent brick walls. Most masonry and frame structures, and their foundations, are destroyed. Railroad rails bend slightly. Pipe lines buried in earth tear apart or are crushed endwise. Open cracks and broad wavy folds open in cement pavements and asphalt road surfaces.

XI Panic is general. Disturbances in ground are many and widespread, varying with the ground material. Broad fissures, earth slumps, and land slips develop in soft, wet ground. Water charged with sand and mud is ejected in large amounts. Sea waves of significant magnitude may develop. Damage is severe to wood frame structures, especially near shock centers, great to dams, dikes and embankments, even at long distances. Few if any masonry structures remain standing. Supporting piers or pillars of large, well-built bridges are wrecked. Wooden bridges that "give" are less affected. Railroad rails bend greatly, and some thrust endwise. Pipe lines buried in earth are put completely out of service.

XII Panic is general. Damage is total, and practically all works of construction are damaged greatly or destroyed. Disturbances in the ground are great and varied, and numerous shearing cracks develop. Landslides, rock falls, and slumps in river banks are numerous and extensive. Large rock masses are winched loose and torn off. Fault slips develop in firm rock, and horizontal and vertical offset displacements are notable. Water channels, both surface and underground, are disturbed and modified. Greatly lakes are dammed, new waterfalls are produced, rivers are deflected, etc. Surface waves are seen on ground surfaces. Lines of sight and level are distorted. Objects are thrown upward into the air.

ROSSI-FOREL
GROUND SHAKING INTENSITY SCALE
(SCALE SIMPLIFIED 1906)

- I PERCEPTIBLE, only by delicate instruments
- II VERY SLIGHT, shocks noticed by few persons at rest
- III SLIGHT SHOCK, of which duration and direction were noted by a number of persons
- IV MODERATE SHOCK, reported by persons in motion; shaking movable objects; cracking of ceiling
- V SMART SHOCK, generally felt; furniture; some clocks stopped; some sleepers awakened
- VI SEVERE SHOCK, general awakening of sleepers; stopping of clocks; some window glass broken
- VII VIOLENT SHOCK, overturning of loose objects; falling of plaster; striking of church bells; some chimneys fall
- VIII Fall of chimneys; cracks in the walls of buildings
- IX Partial or total destruction of some buildings
- X Great disasters; overturning of rocks, fissures in surface of earth; mountain slides

(From Lawson and others, 1908)

Appendix D
Vegetative and Wildlife
Species List

SPECIES LIST - LAGUNA SECA RANCH

Foothill Woodland Community

Plants:

Cerastium arvense - chickweed
Dryopteris arguta - deer fern
Elymus condensatus - ryegrass
Galium aparine - bedstraw
Geranium molle - geranium
Lathyrus sp. - wild sweet pea
Marah fabacea - wild cucumber
Mimulus aurantiacus - sticky monkey flower
Montia perfoliata - miners' lettuce
Pteridium aquilinum - bracken
Quercus agrifolia - coast live oak DOMINANT
Rhamnus californica - coffee berry
Rhus diversiloba - poison oak
Ribes speciosum - fuchsia flowered gooseberry
Rubus vitifolia - California blackberry
Salix lasiolepis - arroyo willow
Satureja Douglasii - yerba buena
Silypum marianum - milk thistle
Stachys bullata - wood mint
Symphoricarpos mollis - snowberry
exotic grasses in openings
additional annuals will be apparent as the season progresses

Animals:

abundant evidence of black-tailed deer, racoons, valley quail and typical perching birds of the oak canopy.

No RARE and ENDANGERED or RARE plants or animals were observed and none are expected to be present in this community.

Coastal Phase Chaparral Community

Plants:

Adenostoma fasciculatum - chamise LOCAL DOMINANT
* Arctostaphylos Hookeri - Hooker manzanita
* Arctostaphylos montereyensis - Monterey manzanita
* Arctostaphylos pumila - sandmat manzanita LOCAL DOMINANT
Arctostaphylos tomentosa - woolyleaf manzanita COMMON
Artemisia californica - California sagebrush
Baccharis pilularis - coyote bush
Ceanothus dentatus - dwarf ceanothus
* Ceanothus rigidus - Monterey ceanothus COMMON
Garrya elliptica - silk tassel
Helianthemum scoparium - rock rose
Heteromeles arbutifolia - toyon
add Eriophyllum confertiflorum - yellow yarrow
continued on the next page

Horkelia sp. - horkelia
Lotus scoparius - deerweed
Mimulus aurantiacus - sticky monkey flower
Quercus agrifolia - coast live oak SCRUB FORM
Rhus diversiloba - poison oak
Salvia melifera - black sage COMMON

Animals:

Black-tailed deer, valley quail, brush rabbits, wren tits, California thrashers and scrub jays were observed.

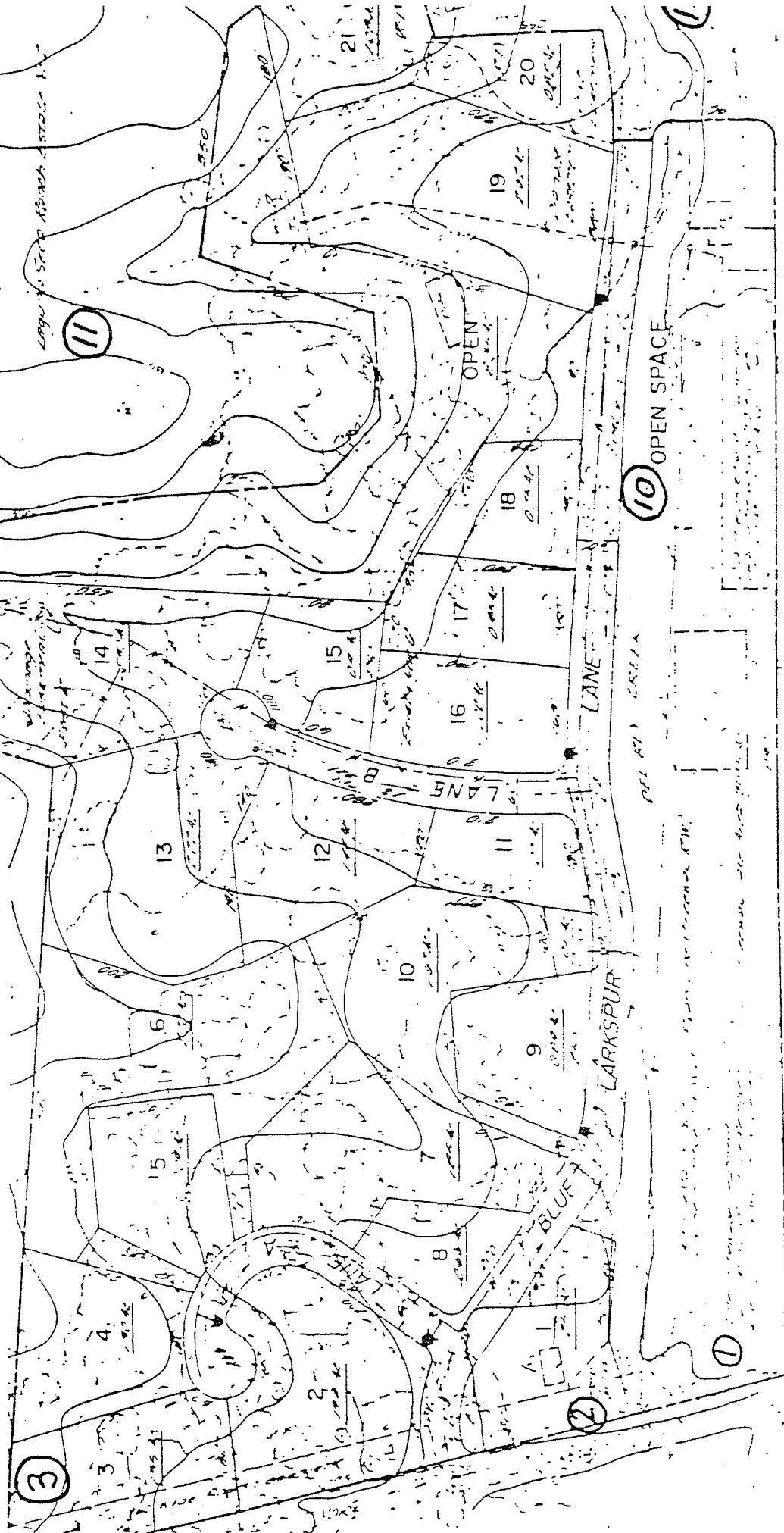
- ** RARE AND ENDANGERED (C.N.P.S. List)
- * RARE (C.N.P.S. List)

No additional RARE AND ENDANGERED or RARE plants or animals were observed or are expected to be present in this community.

Appendix E
Noise Survey Location Map

NOISE SURVEY LOCATION MAP

Locations are designated as follows: ①



Appendix F
Wastewater Reclamation System

W. HOOPER
Civil Engineer

A. H. VAN ZANDER
Civil Engineer
and Land Surveyor

J. M. NIERVA
Civil Engineer



BESTOR ENGINEERS, INC.

CIVIL ENGINEERING - SURVEYING - LAND PLANNING
400 CAMINO AGUAJITO, MONTEREY, CALIFORNIA 93940
TELEPHONE (408) 373-2941 FROM SALINAS 424-7681

22 May 1980

MR. WILLIAM D. CURTIS
District Attorney
P. O. Box 1369
Salinas, California 93901

Dear Mr. Curtis:

This letter will confirm information given you verbally on 21 May 1980. We have been authorized by Bishop, McIntosh & McIntosh to perform all necessary engineering and to make all necessary applications to permit the construction of a wastewater reclamation system for the westerly end of their Laguna Seca Ranch.

This letter will set forth the basic content of that system and will establish a schedule for its completion.

1. The purpose of the system is to provide wastewater treatment for the following developments:

a. Laguna Seca Ranch Estates, the 46 lots (45 present homes plus one future home) presently served by master septic tanks and drainfields under the ownership of County Service Area #10. This system will replace the tanks and drainfields which may not continue to function during wet weather next year.

b. Laguna Seca Ranch Estates No. 2, the 49 recently approved large lots, which are approved individual septic tanks, but which will have a sewage collection system.

c. The York School, which is presently on septic tanks.

d. Possible future development on the 50 acres west of Laguna Seca Ranch Estates and south of York School, where an Office Park has been proposed.

2. The proposed system is basically as was outlined in our letter to the Monterey County Health Department on 13 December 1979 (copy enclosed) consisting of:

a. An extended collector sewer system to serve the above listed four areas, consisting of approximately 2000 lineal feet of 6 inch sewer mains, 3500 lineal feet of 10 inch or larger sewer mains, and appurtenant man-holes. About half is in the golf course, the remainder in the "Office Park" area.

b. A secondary sewage treatment plant with adequate capacity to treat all anticipated wastewater from the four areas upon total buildout, probably 50,000 gallons per day. This will consist of a "package plant", pre-engineered by the manufacturer to include all facilities necessary to provide the level of treatment required by the Water Quality Control Board and the County Health Department. Originally, we had proposed an extended aeration plant, with lift station, grinder, aeration chamber, clarifier, sand filtration, and chlorination. The staff of the Water Quality Control Board has suggested that the process include also flocculation and coagulation, so that a different type system may be required. This will be cleared up in conference with the reviewing agencies. The plant will occupy about 4000 to 5000 square feet near York Road, north of Del Rey Creek.

c. A booster pump station and force main to deliver the treated wastewater to a holding pond on the Laguna Seca Golf Course. The force main will be approximately 6000 feet in length, either 4 inch or 6 inch pipe, depending upon economics of construction and operation costs.

d. The storage pond on the golf course will be approximately 18 acre feet in size (6,000,000 gallons), to provide for total detention during a four month extended wet period. It will occupy about two acres at a total maximum depth of about 12 feet, located south of clubhouse.

e. The golf course irrigation system will be modified to allow blending of reclaimed wastewater with the present well water, at an ultimate average rate of 25 to 30% reclaimed water, using the existing pumps and a flow controlled valve system.

3. The proposed schedule for this system is:

a. Design conferences with Water Quality Control Board, County and State Health, County Public Works (operators of CSA #10) and City of Monterey Public Works (ultimate operators after annexation to the City) June 3 -13.

b. Formal applications to Board of Supervisors to expand CSA #10 and to Water Quality Control Board for amended discharge requirements on June 18; for hearing by Board of Supervisors on June 24; hearing by Water Quality Control Board on 8 August.

c. Plant preliminary design completed, placement of order to manufacturer - 27 June.

d. Plant final design (four weeks) shop drawing approval - 8 August

e. Plant fabrication completed (12 weeks) site delivery - 7 November

f. Installation completed, plant start-up - 26 November.

g. Collector sewer design complete, submitted for review - 27 June.

h. Collector construction (six weeks required) completed - 10 October.

i. force main and pond design complete, submitted for review - 3

- j. Pond construction (three weeks) - completed 3 October.
- k. Force main and irrigation system conversion construction (three week required) completed - 30 October.
- l. Plant appurtenance construction (foundations, control house, electrical supply and controls, pump stations, etc., six weeks required) completed - 14 November.

The most critical dates in the above schedule are the Water Quality Control Board approval (8 August) which must precede actual approval of shop drawings for plant fabrication or the issuance of contracts for any onsite construction and the completion of the earthwork and trenching (30 October) which should precede onset of rainy weather. The plant installation is not quite so critically affected by wet weather, but any delay in approvals will obviously delay its completion. Delay of approval until the September Water Quality Control Board meeting would jeopardize the entire schedule, as it would delay earthwork into the rainy period and would delay plant start-up beyond the first of the new year, 1981.

We will look forward to cooperation from all of the reviewing agencies to permit this tight schedule to be maintained.

Very truly yours,



CARL L. HOOPER

W. O. 2085.16

CC: Rip McIntosh
Leonard McIntosh
Charles Keller

CLH/j

Laguna Seca Ranch
Wastewater Reclamation System

1. Purpose

The proposed Laguna Seca Ranch Wastewater Reclamation System is intended to:

- A. Provide a long range solution to a recurring problem of failures in the existing County Service Area No. 10 soil absorption system which serves 46 homes in Laguna Seca Ranch Estates No. 1.
- B. Conserve groundwater supplies by permitting use of reclaimed wastewater for irrigation on portions of the Laguna Seca Golf Ranch.
- C. Allow future wastewater treatment for 49 homes on lots of Laguna Seca Ranch Estates No. 2.
- D. Provide for expansion to allow the future connection of other development in the western portion of the Ranch as it may occur.
- E. Provide for sewerage service for York School in the event of failure or difficulties in the existing soil absorption system.
- F. Be compatible with long range plans for sewerage service to the central and eastern portions of the Ranch.

2. General Description

Laguna Seca Ranch is a 1000 acre property in unincorporated Monterey County, lying north of Highway 68, approximately six miles east of Monterey. It has been planned for annexation to the City of Monterey for ultimate development as a part of Monterey II to provide a total of 2410 dwelling units of varying types, along with a 200 room resort hotel, professional offices, and neighborhood commercial uses. This development is intended to be phased over a 20 to 30 year period.

The Ranch presently contains 46 existing homes on Laguna Seca Ranch Estates No. 1, 49 lots being developed in 1980 for custom homes, horse ranch operation with 8 residences, stables and offices, a private school, and a golf course. The 46 homes are provided sewerage service by County Service Area #10, which operates master septic tanks and drainfields near Highway 68, about a quarter mile east of York Road. The new lots are provided with a sewage collection system, but are presently intended to be served by individual septic tanks until public sewers become available. All other facilities utilize individual septic tanks.

As a part of the long range plan, City of Monterey sewers will be extended to serve the Ranch. This trunk main extension will pass through approximately 1.5 miles of the undeveloped Ryan Ranch, development proposals presently pending before the City of Monterey which would allow several years of light industrial buildout to proceed on individual septic tanks. In addition, approximately three miles of trunk main will be required to connect the Ryan Ranch to Monterey city mains or to regional plant in Seaside. Major development on Laguna Seca Ranch must await the completion of the trunk main and any necessary treatment facility expansion.

3. Project Description

The Reclamation System will consist of the following items, shown schematically on Figure 1:

- a. Collection systems within Laguna Seca Panch Estates No. 1 and No. 2 (existing) totalling approximately 15,000 feet of mains.
- b. Collector extensions from five points on Laguna Seca Panch Estates No. 2 to the proposed plant and a proposed lift station, totalling approximately 4800 feet of sewer mains.
- c. Lift station #1, located south of York School, at about 200 foot elevation, to pump raw sewage from 67 homes, York School, and possible future development on 55 acres through a 3100 foot force main to a treatment plant.
- d. The treatment plant located near the west end of the golf course at about elevation 280. The plant will provide secondary treatment, plus coagulation, filtration, and chlorination, to convert sewage into water acceptable for irrigation on the golf course.
- e. Storage ponds located adjacent to the plant and near golf course maintenance building, approximately 3000 feet east of the plant. The ponds will provide storage for treated wastewater during wet weather periods when no irrigation is permitted, totalling 120 days capacity.
- f. Modification to the existing golf course irrigation system to allow blending of reclaimed wastewater with the well water presently used, isolating approximately a third of the course for well water use only.

4. Plant Criteria

The plant will have an initial capacity of 0.050 mgd (50,000 gallons per day) provided by two separate functioning plants. Each will be capable of treating 25,000 gallons per day at a peak flow rate of 75 gallons per minute. It will consist of steel tank equipment mounted on concrete slabs, above ground, in an open space surrounded by trees. Principal plant equipment will consist of the following items:

A. Lift Station No. 2, 75 gallons per minute at 20 foot lift, 1.0 Hp duplex submersible pumps. It will serve the easterly 30 homes of Laguna Seca Panch Estates No. 2, and will be situated to ultimately serve also the proposed future apartment development of 400 dwelling units north of York Road, west of the abandoned sanitary landfill. Standby power will be a part of plant generator capacity.

B. Lift Station No. 1, 3100 feet to the west, will be 110 gallons per minute at 100 foot lift, with 10 Hp duplex pumps and a standby generator. It will serve the 46 homes of Estates No. 1 plus the westerly 19 lots of Estates No. 2, with capacity to ultimately serve also York School and future development in the southwest 55 acres of the ranch (20,000 gpd reserve capacity). This reserve capacity is inherent in the lift station, since the necessary lift of 100 feet can only be met with 10 horsepower pumps of over 100 gpm capacity. No smaller non-clog pumps will produce the necessary pressure.

A second holding pond site is available on the golf course between Highway 68 and the maintenance building, just west of the creek. This site could also provide for about 6 or 8 acre feet of storage, adding 40 to 50 days of storage at full buildout of the west end of the ranch.

Evaporation losses are estimated at 36 inches per year, net, (54 inches of evaporation, 18 inches of rainfall) or about 300,000 gallons from the initial pond and 400,000 gallons from the future east pond.

K. Irrigation System - Effluent will be pumped by a submersible well turbine pump from the main storage pond direct to the golf course irrigation system. Check valves will be added to prevent any flow to the easterly end of the golf course where fairways and greens drain directly into Canyon del Rey Creek. Automatic timers will be utilized to permit reclaimed water pumping to occur only when the main irrigation pumps are in operation. Pump capacity will be 140 gallons per minute, allowing the addition of 66,000 gallons during a normal eight hour irrigation period. This will allow full use of all treated water under normal conditions, and will permit disposal of up to 16,000 gallons per day from surplus storage following a wet period, in addition to the normal inflow of 50,000 gallons per day. The stored water from a full pond at the end of an extended wet period will thus take about four months for total disposal - about 3000 to 5000 gallons per day by evaporation and 16,000 gallons per day by pumping to irrigation.

The existing pumps for the irrigation system can supply approximately 1200 gallons per minute, using all three pumps. Under those circumstances, and with only west end sprinkler zones in use, dilution of reclaimed water would be to 9% strength (140 gpm reclaimed water, 1200 gpm well water). Should only the smallest existing pump be in operation, approximately 200 gpm, dilution would be to 40% strength (140 gpm reclaimed water, 200 gpm well water). Should all sprinkler zones on the west end be shut down by their automatic timed controls, an over-pressure switch will shut down the reclaimed water pump.

L. Safeguards - A time switch on the reclaimed water pump will prevent operation during daylight hours when persons could be present on the course. A tilting bucket rain gauge switch will automatically shut down the reclaimed water pump when rainfall exceeds 0.1 inches, thus preventing any accidental runoff of reclaimed water. This control will be arranged to require manual reset, so that the pump will not function until the operator determines that weather conditions will require golf course irrigation.

The course has been examined by representatives of Monterey County Health Department to select those areas where reclaimed water will not be permitted. Since no fairway west of the proposed check valve drains direct to the creek, and since all present and proposed homes are substantially setback from or are above irrigated fairways, all reclaimed water can be fully contained on the golf course.

The system is totally isolated from the domestic water system. Present operation of the irrigation system provides for well pump discharge into a holding pond on Canyon del Rey Creek, with three turbine pumps drawing from that pond to pump direct to irrigation. Separate piping systems provide all domestic water to the clubhouse. Service from that system (Bishop Water Company) will be extended to the plant site for use in the laboratory and for washdown. The plant and pond will be fenced.

Alarms will be provided at pump stations and within the plant to signal significant malfunctions.

M. Redundancy - is provided for lift station pumps, using duplex pumps, each sized for full design load, with standby power. It is also provided in the extended aeration system, since two complete systems will be constructed, along with four separate air compressors any three capable of full capacity operation. Each system will have 25,000 gpd capacity. When normal flow exceeds 25,000 gpd, a third identical system will be provided so that total flow at full buildout can be processed with any one of the three units out of service due to breakdown or normal maintenance. Redundancy is also present in the filtration units, sized so that any two of three units can pass the full flow. Coagulant chemical feed pumps will be duplex. The chlorinator will be a duplex unit. Standby power will be provided to drive the lift station pumps, comminutor, and two compressors. This will be in the form of two generators - 10 Kw at lift station #1, 20 Kw at the plant.

No duplication is provided for the following items, since they do not normally incur mechanical failures, or have inherent bypass characteristics:

- a. Comminutor (bar screen bypass).
- b. Coagulation chamber and chemical mixing chamber.
- c. Secondary clarifier.
- d. Final clear well-chlorine contact chamber.
- e. Storage pond.
- f. Irrigation pump or its power supply.

Finally, redundancy is provided for the total system as it relates to the 46 homes of Laguna Seca Ranch Estates No. 1, since the existing septic tanks and drainfields will remain in place. Merely removing a plug from one pipe and inserting it in the Blue Larkspur main line will direct flow back to that system. This system can handle the approximate 12,000 to 14,000 gallons per day from the 46 homes under normal circumstances and for brief periods even in wet weather.

5. Operation - The entire collection treatment and storage system up to the irrigation pump will be owned and maintained by County Service Area #10. This county agency, administered by Public Works under the direct control of the Board of Supervisors, will be required to provide a licensed operator, either on staff or by contract. He will perform or direct the normal maintenance and all testing and reporting required by the Health Department and/or Water Quality Control Board. He will be provided with an onsite maintenance/laboratory building, equipped to perform the normal periodic tests.

The irrigation pump and all downstream piping will be owned and maintained by Laguna Seca Golf Ranch.

Costs of operation will be borne by a users fee. Budget has not been developed at this time. Construction costs for the entire systems including the irrigation revisions, will be borne by Bishop, McIntosh, and McIntosh owners and developers of the Ranch.

6. Groundwater Effect

Groundwater locally is used as a source of domestic supply by Bishop Water Company. The Bishop wells all lie to the east (upstream) from the proposed irrigation area, the nearest being 2200 feet east, the next 2800 feet east. These wells draw primarily from the Santa Margarita formation which obtains recharge primarily from the Corral de Tierra Area, as reported by Thorup in his 1976 report on groundwater in the Highway 68 corridor. Upper level groundwater is unused. Depth to water beneath the golf course is generally in excess of 30 feet, as was noted in percolation tests run on the adjacent lots of Laguna Seca Ranch Estates No. 2.

The soils are Baywood Sands (BbC) in the westerly portion of the Golf Course, Santa Ynez fine Sandy Loam (ShC & ShE) on the easterly portions. Both types will accept substantial amounts of irrigation water and have good permeabilities, the Baywood being considerably more permeable (6-20 inches per hour) than is the Santa Ynez (0.6-2.0 inches per hour). Runoff is consequently quite low on the flatter areas in both soil cases, and filtration characteristics are good.

For these reasons, the Monterey County Health Department has determined that extensive soil moisture probes are not warranted in this project.

Attachment H

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HOUSING ADVISORY COMMITTEE MINUTES

ZOOM MEETING

"Special Meeting"

Wednesday, August 26, 2020 5:00 PM

1) Call to Order:

Chair Fitz called the meeting to order at 5:10 p.m.

2) Roll Call

Members Present: Karen Araujo, Raul Calvo, Leigh Fitz, Virginia Mendoza, Wes White Tyler Williamson

Virginia Lopez Joined Meeting at 5:47 p.m

Members Absent: Ignacio "Mog" Cabatu

Staff Present: Jaime Guthrie, Carl Holm, Darby Marshall, Anita Nachor, Craig Spencer

Others Present: Alfred Diaz-Infante, Dale Ellis, Emily Ham, Ernie Lostrom, Leonard MacIntosh, Esther Malken, Pamela Weston,

3) Public Comment:

The Housing Advisory Committee will receive public comment on items not listed on the agenda within the purview of the Housing Advisory Committee. The Chair may limit the length of individual presentations.

4) Approval of Meeting Minutes for July 8, 2020

Action: A motion was made by Ms. Araujo to approve the July 8, 2020 minutes. Mr. Williamson seconded the motion.

VOTES:

AYES: Araujo, Calvo, Fitz, White, Williamson

NAYS:

ABSENT: Cabatu Mendoza

ABSTAINED:

5) Old Business:

6) New Business: (Revised 7.7.2020)

1. Develop recommendation to Planning Commission on applicability of General Plan Land Use Policies LU1.19 and LU-2.13 to mixed use residential development at Laguna Seca Office Park and affordability requirements.

Darby Marshall gave an update on the Applicability of General Plan Use Policies LU1.19 and LU2.13 to mixed use residential development at Laguna Seca Office Park and affordability requirements. CHP Monterey Housing Needs Report 2020. Discussion Held. Receive and File.

HOUSING ADVISORY COMMITTEE MINUTES

ZOOM MEETING

"Special Meeting"

Wednesday, August 26, 2020 5:00 PM

Craig Spencer, Resource Management Agency gave an update on the Applicability of General Plan Use Policies LU1.19 and LU2.13 to mixed use residential development at Laguna Seca Office Park and affordability requirements. CHP Monterey Housing Needs Report 2020. Discussion Held. Receive and File.

Action: A motion was made by Mr. Williams to approve Staff Recommendation 1 (LU-1.19 (35%)) with Density Bonus outlined below. Mr. White seconded the motion.

- **4.9 Total Affordable Units**
 - 1 Very Low-Income Unit
 - 2 Moderate-Income Units
 - 1 Workforce 2-Income Unit
 - Waive 0.9 Workforce 2-Income Unit as County Density Bonus Concession
- **11 Market Rate Units**

VOTES:

AYES: Araujo, Calvo, Fitz, Mendoza, White, Williamson

NAYS:

ABSENT: Cabatu

ABSTAINED:

Chair Fitz microphone not working. Chair Fitz requested Vice-Chair Araujo chair remainder of HAC Meeting.

7) Committee Member Reports:

Committee members will report on matters, events, and activities related to HAC goals and housing advocacy matters. Committee members may give direction regarding future agenda items.

Future Agenda Items: Add to Next Regular Meeting

1. Tyler Williamson requested the ECHO Housing give a presentation to the Housing Advisory Committee.

Presentation regarding the following items:

- a. How many calls received regarding tenant related issues?
 - b. What resolutions were provided to the tenants regarding their issues/
 - c. How many calls were not able to be resolved?
2. Darby Marshall to provide a progress report on the Annual element or a revised version.

HOUSING ADVISORY COMMITTEE MINUTES

ZOOM MEETING

"Special Meeting"

Wednesday, August 26, 2020 5:00 PM

3. Anita Nachor to research the rules about Social Media regarding the Housing Advisory Committee.
4. Discussion to encourage the Board of Supervisors to take leadership on having a Monterey County led program that assists all public on Eviction Moratorium. The County can follow the model that San Benito County currently practices.

8) Updates from Staff:

None

9) Schedule of Upcoming Meetings

September 9, 2020

November 4, 2020

10) Adjournment:

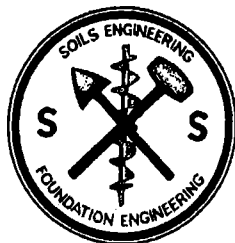
Action: Vice Chair Araujo moved to adjourn. The meeting was adjourned at 6:46 PM.

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Attachment J

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SOIL



SURVEYS GROUP INC.

103 CHURCH ST • SALINAS, CALIFORNIA 93901 • TELEPHONE (831) 757-2172

February 23, 2018

Job #7044

McIntosh Enterprises
c/o Wald Ruhnke & Dost Architects
Attn: Mr. Armando Guido-Lopez
2340 Garden Road, Suite 100
Monterey, CA 93940

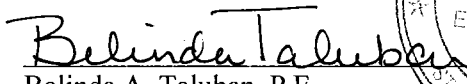
Dear Mr. Guido-Lopez:

Submitted herewith is the report of our Geotechnical Investigation for the proposed new apartment complex to be located at 24491 Citation Court, APN 173-121-005, in Monterey, California. Four borings were drilled on January 23, 2017 for geotechnical investigation purposes. Laboratory tests were subsequently made on driven soil core samples taken from the test borings to determine the near surface and subsurface soil conditions and suitability for the proposed new apartment complex. We find that the project site is suitable for the proposed use with the recommendations made herein.

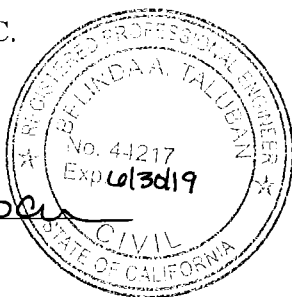
It is a pleasure working with you on this project. If you have any questions regarding our geotechnical investigation or this report, please contact us.

Very truly yours,

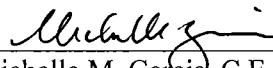
SOIL SURVEYS GROUP, INC.



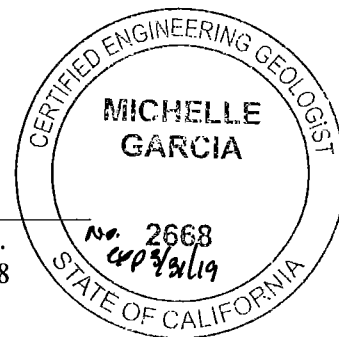
Belinda A. Taluban, P.E.
R.C.E. 44217



BAT/MMG/ke



Michelle M. Garcia, C.E.G.
Engineering Geologist 2668



cc. Monterey County Resource Management Agency Divisions of Planning and Building Inspection

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***GEOTECHNICAL AND INFILTRATION INVESTIGATION******FOR THE PROPOSED NEW APARTMENT COMPLEX******AT 24491 CITATION COURT, APN 173-121-005******MONTEREY, CALIFORNIA******FOR MCINTOSH ENTERPRISES******FEBRUARY 23, 2018; JOB #7044*****I. INTRODUCTION:**

This Geotechnical Investigation was made to determine the suitability of the soils at the project site for the proposed new apartment complex to be located at 24491 Citation Court, APN 173-121-005, in Monterey, California. Four borings were drilled on January 23, 2018 for geotechnical investigative purposes. Core samples were taken from the borings for laboratory testing. The boring logs, our field observations, and field and laboratory test data were analyzed to determine the following:

1. **Suitability of the soils at the project site for the proposed new apartment complex.**
2. **Expansive, unsuitable or unstable soil conditions, if any.**
3. **Foundation and retaining wall design criteria for the proposed new buildings.**
4. **Subsurface groundwater and soil moisture considerations.**
5. **Surface drainage considerations and storm water infiltration criteria.**
6. **Pavement design criteria for circulation and parking areas.**
7. **Analysis of seismic hazards and seismic design factors per the 2016 California Building Code.**

Site Setting: The project consists of a multi-building apartment complex. The project is located within a 2.87 acre vacant parcel, on the east side of Citation Court. The general topography of the parcel slopes from north to south with an approximate gradient of 20 percent from the northern extent of the parcel to the approximate location of the building envelope and then lessens to an approximate gradient of 15 percent to the existing paved roadway at the southern extent of the parcel. The site is well vegetated with a mixture of Coast Live Oak (*Quercus agrifolia*), native shrubs, Hottentot fig (*Carpobrotus edulis*), and grasses. There is evidence of minor rodent activity. There is an erosional depression located near the westernmost extent of the paved roadway at the southern end of the parcel. Other than the aforementioned rodent activity and erosional feature within the southwesterly corner of the parcel, there are no signs of significant erosion, mass movement, or sliding at the subject property.

II. LABORATORY TEST DATA¹:

Twenty-seven moisture density tests were made from the driven core samples. Standard Penetration Tests (SPT) were performed with a Terzaghi Split Spoon sampler. Core samples were also taken with a 2½-inch interior diameter (i.d.) Modified California Sampler. All samplers were driven into the soil by a 140 lb. hammer dropped a vertical distance of 30 inches at each of the sample locations. Results of these tests are shown as follows:

MOISTURE DENSITY TESTS					
Boring No.	Depth/ Ft.	Water Content %	Dry Density p.c.f.	Standard penetration Tests, Blows /foot	Pocket Penetrometer Tons S.F.
B-1	2-2.5	16.6	51.0	3	---
B-1	5.5-6	12.9	116.5	38	0.5
B-1	6.5-7	14.6	112.1	30(18)*	>4.5
B-1	7-7.5	23.7 +	100.5 +	48(29)*	>4.5
B-1	9.5-10	13.6	104.7	36	1.75
B-1	14.5-15	13.4	104.9	37	3.75
B-1	19.5-20	11.7	93.2	40	---
B-1	24.5-25	8.9	100.1	51	---
B-2	2-2.5	4.7	76.3	5	---
B-2	3.5-4	4.1	103.7	12(7)*	1.0
B-2	4-4.5	2.6	99.8	18(11)*	1.0
B-2	5.5-6	3.1	101.4	14	---
B-2	9.5-10	9.9	100.7	65	---
B-2	14.5-15	10.5	107.0	90	---
B-2	19.5-20	14.2	114.5	95	---
B-3	2-2.5	8.1	92.7	36	>4.5
B-3	4-4.5	9.6	99.6	64	>4.5
B-3	6-6.5	16.3	92.7	28	>4.5

¹Boring Logs are located in Appendix A

Boring No.	Depth/ Ft.	Water Content %	Dry Density p.c.f.	Standard penetration Tests, Blows /foot	Pocket Penetrometer Tons S.F.
B-3	9.5-10	12.7	105.1	45	>4.5
B-3	14.5-15	12.4	88.1	25	2.0
B-3	19.5-20	6.6	101.5	40	---
B-4	2-2.5	7.6	84.4	14	1.0
B-4	4-4.5	4.4	104.8	27	---
B-4	6-6.5	10.6	101.5	41	1.0
B-4	9.5-10	7.3	105.3	80	0.5
B-4	14.5-15	5.3	105.2	44	0.25
B-4	19.5-20	5.8	101.1	53	1.0

* = 2.5 -inch mod. Cal, not SPT () = Blow counts adjusted to approximate SPT values

+ = Direct Shear Test - Average values shown

Six Sieve Analysis tests were made from the driven core samples. Results of these tests are shown as follows:

A.S.T.M. D 422 SIEVE ANALYSIS TEST-Percent Passing								
Boring No.	Depth/ Ft.	Sieve No. 4	Sieve No. 10	Sieve No. 20	Sieve No. 30	Sieve No. 40	Sieve No. 100	Sieve No. 200
B-1	2-2.5	96	94	90	88	85	51	35
B-1	6.5-7	99	97	94	92	90	60	52
B-2	2-2.5	99	98	96	95	91	35	18
B-3	4-4.5	100	99	95	93	90	63	50
B-4	2-2.5	100	99	96	94	91	52	37
B-4	4-4.5	99	98	95	93	90	41	27

Six plasticity index tests were performed on driven core samples. Results of these tests are as follows:

PLASTICITY INDEX TEST						
Test Hole No.	Depth/ Feet	% Passing Sieve No. 40	% Passing Sieve No. 200	Liquid Limit	Plastic Limit	Plasticity Index
B-1	2-2.5	85	35	19	15	4
B-1	6.5-7	90	52	33	13	20
B-2	2-2.5	91	18	n/p	non plastic	n/p
B-3	4-4.5	90	50	32	13	19
B-4	2-2.5	91	37	n/p	non plastic	n/p
B-4	4-4.5	90	27	n/p	non plastic	n/p

The test results for the samples taken from the borings indicate that the fine fraction of the near surface silty, slightly clayey, fine to medium grained sandy soils in Boring 1 at 2.0 to 2.5 feet are slightly expansive and slightly plastic and Boring 2 at 2.0 to 2.5 and Boring 4 at 2.0 to 2.5 and 4.0 to 4.5 feet are non-expansive and non-plastic. The fine fraction of the subsurface silty, clayey, fine to medium grained sandy soils in Boring 1 at 6.5 to 7.0 feet and Boring 3 at 4.0 to 4.5 feet are slightly to moderately expansive and slightly to moderately plastic.

One Direct Shear test was made from driven core samples taken from the borings. Results of this test are summarized as follows (see Appendix B for full report sheet):

Boring No.	Depth/ Ft.	Internal Frict. Angle, ϕ°	Cohesion, C p.s.f.	Soil Weight p.c.f.	Description of soil
B-1	7-7.5	28.2	650	124.3	Dark grey sandy CLAY with pockets of clayey sand

Boring 1 was located within the northeastern corner of proposed building, as shown on Figure II. The near surface soil consists of very loose, slightly clayey, silty, fine to medium grained sand with organics to a depth of three feet overlying medium dense, silty, clayey, fine to coarse grained sand with scattered fractured gravels to a depth of 13.0 feet in depth. Below this depth, the soil consists of dense to very dense, silty, slightly clayey, fine to coarse grained sand with fractured shale gravels to the bottom of the boring at 25.0 feet.

Boring 2 was located within the southeastern corner of proposed building, as shown on Figure II. The near surface soil consists of loose, silty, fine to medium grained micaceous sand to a depth of four feet overlying medium dense, silty, fine to medium grained sand to a depth of 8.5 feet. Below this depth, the soil consists of very dense, slightly silty, fine to medium grained sand to the bottom of the boring at 20.0 feet.

Boring 3 was located within the northwestern corner of the proposed parking area, as shown on Figure II. The near surface soil consists of dense to very dense, clayey, silty, fine to coarse grained cemented sand with scattered gravels to a depth of five feet underlain by medium dense to dense, silty, clayey, fine to coarse grained weakly cemented sand clay to a depth of 13.5 feet. Below 13.5 feet in depth, the soil consists of medium dense to dense, silty, clayey, fine to coarse grained cemented sand to the bottom of the boring at 20.0 feet.

Boring 4 was located within the southwestern corner of the proposed building, as shown on Figure II. The near surface soil consists of loose, silty, fine to medium grained cemented sand to a depth of two feet underlain by medium dense to dense, silty, fine to medium grained cemented sand to a depth of 8.5 feet. Below this depth, the soil consists of dense to very dense, fine to medium grained sand to the bottom of the boring at 20.0 feet.

No groundwater was observed in any of the borings to a maximum explored depth of 25.0 feet, prior to backfilling the holes with soil cuttings on the date of drilling. The actual depth to groundwater during rainy months is unknown, but it should be noted that groundwater fluctuations can occur due to variations in rainfall, temperature and other factors not evident during the time of our investigation.

III. SUITABILITY OF SITE FOR PROPOSED USE:

No unsuitable or unstable soil conditions were found at the proposed new apartment complex location except for very loose to loose near surface soils to a depth of three feet and of slightly to moderately expansive soils at footing depths. In our opinion, the site is suitable for the proposed apartment buildings with the recommendations made herein, specifically the recommendations for recompaction of loose soil and mitigation for expansive soil.

IV. RECOMMENDED FOUNDATION DESIGN CRITERIA:

Spread footings may be used for the building foundations after the site is cleared, grubbed and the proposed building pads are graded, compacted and properly prepared. Spread footings shall be installed to a minimum depth of 18 inches below lowest adjacent grade for one and two story portions of the buildings. The minimum depths shall be measured from the **inside building pad soil subgrade**. Mitigation for recompaction of loose soil conditions must be followed.

Allowable foundation pressures after proper compaction of the building pad areas are:

Continuous footings	= 1700 p.s.f.
Isolated rectangular footings	= 2000 p.s.f.

We recommend that continuous footings shall be reinforced with three #4 steel reinforcement bars, two placed near the bottom of footing and one placed near the top of the footing. Spread footings shall also meet the minimum requirements of the 2016 California Building Code for width, thickness, embedment and reinforcement steel. The new apartment complex buildings and any future additions shall be designed in strict accordance with the requirements specified in the 2016 California Building Code, or latest approved edition, to resist seismic forces.

All concrete floor slabs-on-grade shall be a minimum of five inches thick and shall be reinforced with a minimum of #3 steel reinforcement bars at 16 inches on center or #4 steel reinforcement bars placed 30 inches on center, each way and shall be extend into perimeter foundation. *The reinforcement steel must be firmly held in the vertical center of the slabs during placement and finishing of concrete with pre-cast concrete dobies.* All new concrete floor slabs-on-grade shall be underlain by an approved 15 mil. vapor barrier installed over a minimum four inch thick open graded gravel capillary break with two inches of clean sand placed over the vapor barrier as recommended in Section VIII herein. ***Concrete slabs shall have weakened plane joints a maximum of fifteen feet on center, each way. All concrete shall be properly cured with an approved curing compound or wetted burlap for a minimum of 14 days.***

Soil Surveys Group, Inc. shall inspect and approve the foundation footing excavations and the subgrade beneath concrete floor slabs for suitable soil bearing and proper penetration into competent soil. We also recommend that Soil Surveys Group, Inc. review and approve the grading, drainage and foundation plans prior to building construction.

A. Concrete Sidewalks and Outside Flatwork:

We recommend that any new on-site concrete sidewalks and outside flatwork be at least five inches thick and be placed over a compacted subgrade. All concrete flatwork should be divided into as nearly square panels as possible. Frequent joints should be installed to provide articulation to the concrete panels. Landscaping and planters adjacent to concrete flatwork should be designed in such a manner that positive drainage away from the new project buildings is achieved. It is assumed that the outside concrete flatwork will be subjected only to pedestrian traffic.

V. LOOSE AND EXPANSIVE SOIL MITIGATIONS:

To mitigate the effects of the loose and expansive near surface soil conditions, the following measures are recommended:

1. All existing loose soil within the proposed building envelopes and extending a minimum of five feet in all directions outside of the proposed building foundations shall be recompact **as necessary** to 90 percent relative compaction at the direction of Soil Surveys Group, Inc. prior to placing any additional building pad fill or finishing the building pad subgrade. Soil Surveys Group, Inc. shall determine the depth of recompaction, one to three feet is anticipated, within the building perimeter after the building sites are cleared and grubbed.
2. If the new buildings will bear on both cut and fill, the cut portion of the building pads shall be subexcavated and recompact a minimum of two feet deep for a distance of five feet outside the building, so that the entire building overlies engineered fill, prior to excavating for the foundation footings.
3. Spread footings shall be constructed a minimum of 18 inches below grade for the proposed apartment buildings as measured from the lowest adjacent grade and continuous non-retaining footings shall be reinforced with four steel reinforcement bars, two placed near the bottom of the footing and two placed near the top of the footing.
4. All concrete floor slabs-on-grade shall be a minimum of five inches thick and shall be reinforced with a minimum of #3 steel reinforcement bars at 16 inches on center or #4 steel reinforcement bars at 30 inches on center, each way.

5. Roof and site rain water should be directed away from the proposed building foundations. Rainfall runoff must not be allowed to collect or flow in a downslope direction against any new or existing building foundations.
6. Soil Surveys Group, Inc. shall be retained to inspect and test the recompaction of all loose soil and engineered fill within the building pad perimeters and shall inspect and approve foundation and any retaining wall footing excavations for soil bearing conditions. Soil Surveys Group, Inc. shall also inspect and approve the subgrade below concrete floor and garage slabs-on-grade prior to placement of reinforcing steel and shall inspect and approve the installation of all roof and site drainage facilities.

VI. SURFACE AND SUBSURFACE DRAINAGE AND EROSION CONSIDERATIONS:

The near surface soil at the project site has the potential to erode, especially if protective vegetation is removed. Therefore all new cut and fill slopes, as well as disturbed soil areas, must be seeded with grass or landscape plants for erosion control and to prevent sloughing soil from blocking drainage patterns at the project site. Such erosion control measures shall be taken during and at completion of grading and during building construction operations.

Concentrated storm water runoff from the project site should not be allowed to discharge uncontrolled onto sloping ground. Suitable energy dissipation systems shall be designed where rainfall runoff is concentrated, or the drainage water should be collected and piped to flat ground or discharged onto a rock energy dissipater down slope of the building foundations. Rock energy dissipaters consisting of four inch to six inch diameter rock or rubble rip rap should be installed at collection pipe discharge points to reduce soil erosion. Rain gutter downspouts shall discharge onto concrete splash blocks, or shall discharge into collector pipes. The building sites, any new paved areas and ground adjacent to the buildings shall be graded so that rainfall runoff does not become trapped or flow against any building foundations.

The boring logs do not indicate the need for a subsurface drain system at this time, however the Geotechnical engineer may recommend a system of subsurface drains should wet subsurface soil conditions be encountered during site preparation or excavations for any new building foundations.

VII. RETAINING WALL DESIGN CRITERIA:

The following design criteria are recommended for the project retaining walls:

<i>Friction Angle</i>	ϕ	= 28.2 °
<i>Cohesion</i>	c	= 650 p.s.f.
<i>Soil Weight,</i>	w	= 124.3 p.c.f.
<i>Equivalent fluid pressure, active</i>		= 45 pounds per square foot per foot of depth for Level Grade
<i>Equivalent fluid pressure, active</i>		= 64 p.c.f. with 2:1 slope behind wall
<i>Equivalent fluid pressure, at rest,</i>		= 66 p.c.f., <i>restrained condition</i>
<i>Equivalent fluid pressure, passive</i>		= 347 p.c.f.
<i>Sliding friction</i>	f	= 0.35
<i>Allowable Footing Toe Pressure</i>		= 2500 p.s.f. plus $\frac{1}{3}$ additional for seismic force (if added)

Retaining walls that are part of or within ten feet of a building should include the seismic force of the soil against the wall. The estimated seismically generated ground accelerations to be used for this area are:

$$PAGA = 0.361g$$

$$RHGA = 0.24g = k_h$$

$$w = 124.3 \text{ p.c.f.}$$

The resultant seismic force is calculated by the formula: $3/8 w H^2 k_h$ per linear foot of retaining wall, or for this case $11.1 H^2$, *where H is the height of the retaining wall. These forces, where needed, should be applied at a height of 0.6H above the base of the retaining wall and must be combined with the force produced by active soil pressure.*

These retaining wall design criteria are based on a fully drained condition. Therefore, we recommend that a four-inch diameter perforated NDS or PVC pipe be installed behind or along the top of the footing, holes placed down, behind all walls that retain earth. The pipe shall be covered with a 12-inch wide envelope of 3/4-inch drain rock or Class 2 Permeable Material (per Caltrans Standard Specifications Section 68-1.025) which shall extend to within one foot of the level of retained soil. Filter fabric shall be installed over the top of the drain rock. No gravel shall be placed below the pipe. The remainder of the trench can be backfilled with clean native sand. As an alternative to installing drain rock or permeable material, a composite filter material, eg. Miradrain, can be installed with a perforated pipe at the bottom of the material. Clean-out risers must be installed on the perforated pipe at the up-stream ends, every 100-feet, and at 90° angle points. The capped end of the cleanout riser shall be located at the ground surface outside of or behind the retaining walls.

VIII. RECOMMENDED SPECIFICATIONS:

A. GRADING:

The building pads, extending a minimum of five feet in each direction past new foundation footings shall be cleared and grubbed of all surface vegetation, demolition debris, and organic topsoil before recompacting the original ground, placing engineered fill or finishing the subgrade for the new apartment buildings. On site surface or subsurface grass, roots, deleterious material, or brush (if any) within any new building pad areas shall be removed. Soil Surveys Group, Inc. should determine if any subexcavation is necessary after clearing and grubbing are completed, one to three feet from existing ground is anticipated. All subexcavated soil shall then be backfilled in eight inch loose lifts and recompacted to 90 percent relative compaction, prior to placing engineered fill or finishing subgrade of the new building pads.

Any new cut and fill slopes shall be 2:1 or flatter unless retained. The native soil is suitable to be used as engineered fill provided any organics or debris are first removed from the soil to be used as fill. Any native soil used for fill, or any imported fill soil for the new building pads shall be compacted to at least 90 percent relative compaction, and any cut portions of a new building pads, if located within both cut and fill, shall be subexcavated a *minimum* of two feet, backfilled in eight inch loose lifts and recompacted to a minimum of 90 percent relative compaction. All fills placed on slope grades of 5:1 or greater shall be provided with a keyway excavated a minimum of two feet below grade, a minimum of 10 feet wide and at a 2% slope into the slope. The bottom of the keyway should be moisture conditioned, compacted (if necessary) and approved by Soil Surveys Group, Inc. prior to backfilling in eight inch loose lifts and compacting the backfill to 90 percent relative compaction. *Grading, filling, compaction operations and foundation excavations shall be inspected and tested by Soil Surveys Group, Inc.*

B. COMPACTION:

Laboratory soils compaction test method shall be *A.S.T.M. D 1557-09*. Subgrade in existing soil beneath the new building pads shall be compacted to 90 percent relative compaction unless waived by the Geotechnical engineer. The upper 12" of subgrade soil below any new pavement shall be compacted to 95 percent relative compaction, and aggregate base beneath new pavement shall be compacted to 95 percent relative compaction. Any imported sandy soil fill placed for the new building pads shall be compacted to a minimum of 95 percent relative compaction.

C. CONCRETE FLOOR SLABS-ON-GRADE:

Subgrade in recompacted soil under any new concrete floor slabs-on-grade shall be brought to at least 2% over optimum moisture prior to placing native or imported sandy soil fill, prior to placing the capillary break rock and moisture proof barrier or prior to pouring concrete. We recommend that a capillary break consisting of:

- a mat of clean, open graded rock, four inches thick, shall be placed over the finished soil subgrade
- a minimum 15 mil. water-proof membrane (such as Stego, Moistop or equal) shall be placed over the open graded rock
- two inches of clean, moistened sand shall be placed between the water-proof membrane and the bottom of the concrete floor slab. The moistened sand will help protect the membrane and will assist in equalizing the concrete curing rate to minimize shrinkage cracking.

Class 2 Aggregate Base or sand should not be used as the capillary break material. Capillary break material shall comply with and be installed according to the following:

1. MATERIAL:

The mineral aggregate for use under the floor slabs shall consist of broken stone, crushed or uncrushed gravel, quarry waste, or a combination of the above. The aggregate shall be free of adobe, vegetable matter, loam, volcanic tuff and other deleterious materials. It shall be of such quality that the absorption of water in a saturated, surface dry condition does not exceed 3% of the oven dry weight of the sample.

2. GRADING:

The mineral aggregate shall be of such size that the percentage composition by dry weight as determined by laboratory sieves (U.S. Sieves) will conform to the following grading:

Sieve Size	Percentage Passing Sieve
$\frac{3}{8}$ " to $\frac{1}{2}$ "	100
No. 4	0-10
No. 200	0-2

3. PLACING:

Subgrade, upon which aggregate base, gravel or crushed rock is to be placed, shall be prepared by removing grass and roots. Where loose topsoil is present, it shall be removed and cleaned of debris and recompacted to 90 percent of maximum density.

4. THICKNESS AND STRENGTH:

Concrete slabs should be at least five inches thick. Concrete shall be five sack minimum (5.5 sack if pumped) and shall achieve a 28 day compressive strength of at least 2500 p.s.i., or as specified by the project engineer.

5. REINFORCEMENT:

Concrete slabs-on-grade shall be reinforced with a minimum of #3 steel reinforcement bars placed 16 inches on center, each way, or #4 steel reinforcement bars placed 30 inches on center, each way, and shall be bent to extend a minimum of eight inches into the perimeter footings.

D. UTILITY TRENCH BACKFILL:

All new on-site utility trenches shall be backfilled with a clean sand having a sand equivalent of 30 or higher. A two feet thick plug of compacted, **clayey soil backfill** or lean concrete shall be required around the pipe or conduit at places where utility trenches intersect the building perimeters. All trench backfill of imported clean sand shall be compacted to 95 percent relative compaction at all locations. Clean native sand shall be approved by Soil Surveys Group, Inc. prior to using for trench backfill.

E. PAVEMENT DESIGN CRITERIA:

A representative composite sample of the native subgrade and an R-value test was run. The R-Value was 62, which indicates that the soil is moderately strong for pavement support purposes. Based on the Traffic Indices given in the table below, asphalt pavement should consist of the relevant thickness of Hot Mix Asphalt (HMA) over the relevant thickness of Class 2 Aggregate Base (AB), compacted to 95 percent relative compaction. The underlying soil subgrade shall be proof rolled and recompacted (if necessary) to 95 percent relative compaction. Soil Surveys Group, Inc. shall test and approve the finished soil subgrade and finished subgrade of Class 2 Aggregate Base.

Traffic Index(T.I.)	Thickness of H.M.A.	Thickness of A.B.
4	2" (0.15 ft)	4" (0.33 feet)
5	2.5" (0.20 feet)	5" (0.40 feet)
6	3" (0.25 feet)	6" (0.50 feet)

As an alternative to new asphalt pavement in vehicular traffic areas, concrete pavement can be installed. If concrete pavement is selected for the vehicular traffic areas, we recommend that the concrete paving be a minimum of six inches thick over a soil subgrade compacted as necessary to a minimum of 90 percent relative compaction. Concrete shall be reinforced with a minimum of #4 steel bars placed no more than 30 inches on center, each way.

IX. GEOLOGIC AND SEISMIC CONSIDERATIONS:

Monterey County is in a seismically active area of the state of California. The following table provides a list of faults that could produce an earthquake that could impact the project site:

Fault Name	Approximate Distance to Site	Orientation from Site	Data Source
Seaside (Concealed)	0.56 km	West	Clark and others, 1997
Chupines (Certain)	1.13 km	Southwest	Clark and others, 1997
Ord Terrace (Concealed)	1.51 km	Northeast	Clark and others, 1997
Monterey Bay-Tularcitos	4.0 km	West	Uniform Building Code, 1997
Rinconada	17.0 km	East	Uniform Building Code, 1997
San Gregorio (Sur Region)	19.0 km	Southwest	Uniform Building Code, 1997
Zayante-Vergeles	31.5 km	Northeast	Uniform Building Code, 1997
San Andreas (Parajo)	37.25 km	Northeast	Uniform Building Code, 1997

The new apartment complex buildings and any future building additions must be designed in strict compliance with the 2016 California Building Code, or current edition, to help withstand such seismically generated ground accelerations for a reasonably expected duration without suffering major damage.

The following are the project site coordinates and the seismic design criteria/coefficients per the requirements of the 2016 California Building Code (CBC):

Site Class	Latitude	Longitude	S _s	S ₁	F _a	F _v
D	36.5738°	-121.8070°	1.455	0.528	1.00	1.50

Frame and semi-rigid structures with proper strengthening connections and hold-down fasteners (where needed) are recommended for the new apartment complex and any future building additions. With proper design parameters, seismic damage to the building can be mitigated for major earthquakes centered near the project area.

Surface rupture, liquefaction, lurch cracking, lateral spreading, and differential settlement are seismic hazards that must be considered at the project site. Surface rupture usually occurs along fault lines, and no known faults have been mapped through the project site. Therefore, the potential for surface rupture or lurch cracking is considered to be low.

Liquefaction and lateral spreading tend to occur in loose, fine saturated sands and in places where the liquefied soils can move toward a free face (e.g. a cliff or ravine). The deeper soils underlying the project site are typically dense to very dense, silty, slightly clayey sandy soils. No ground water was encountered in the borings to a maximum depth of 25.0 feet. Considering the deeper, dense to very dense, silty, slightly clayey, sandy soils and lack of groundwater present, the potential risk for occurrence of damaging liquefaction or lateral spreading is considered to be low during a strong seismic event.

Differential compaction and settlement occur generally in loose, granular or unconsolidated semi-cohesive soils during severe ground vibration. In our opinion, the risk for soil consolidation caused differential compaction and settlement during a major seismic event is considered to be low.

X. UNFORESEEN OR UNUSUAL CONDITIONS:

If any unforeseen or unsuitable soils conditions are found during grading or construction the Geotechnical engineer shall be notified immediately so that remedial action can be taken. Such unsuitable conditions could be:

1. Wet, soft or unsuitable pockets of clayey soil within the proposed building site.
2. Soil with a high organic content at the finished subgrade of the building pads.
3. Any other unforeseen conditions that would require remedial action by the Geotechnical engineer, project engineer, architect or contractor.

XI. CONCLUSIONS AND RECOMMENDATIONS:

From our field observations, analysis of the test data, and knowledge of the general area soils, the following are concluded:

1. The project soil conditions are suitable for the proposed new apartment complex, provided all loose near surface soil is recompacted prior to excavating for the new building foundations or finishing the subgrade of the building pads as recommended in Sections V and VIII herein.
2. Design criteria for a spread footing foundation system are provided in Sections IV and V. Design criteria for any proposed or future retaining walls are provided in Section VII. Design criteria for concrete slabs-on-grade are provided in Sections IV, V and IX herein.
3. Surface storm water runoff should be carefully controlled around the proposed building pads and foundations to provide positive drainage away from any building foundations as discussed in Section VI herein.
4. The Geotechnical engineer should review the building and site grading plans for compliance with the recommendations herein and may provide additional specific recommendations for surface or subsurface drainage. The Geotechnical engineer shall inspect and approve all new foundation footing excavations.
5. Grading, compaction specifications, pavement design criteria, and specifications for new concrete floor slabs-on-grade are provided in Section VIII herein.

6. Seismic considerations are discussed, and geoseismic design coefficients are provided in Section IX herein per the 2016 CBC. The potential for damaging earthquake related liquefaction is considered to be low at the project site.

XII. LIMITATIONS:

This report necessarily assumes that the subsurface conditions are as found in the borings. It should be recognized that the soil conditions described in this report are based on four borings and our knowledge of the general area soils. It must be understood that subsurface soil conditions can vary between borings and from site to site. If any unusual soil conditions are found during grading, installation of underground utilities or building construction, the Geotechnical engineer should be notified immediately so that remedial action can be taken (see Section X).

This report is issued with the understanding that it is the responsibility of the Owners or their representative to ensure that the applicable provisions of the recommendations contained herein are incorporated into the plans and specifications and that the necessary steps are taken to see that contractors and subcontractors carry out such provisions in the field. The use of this report, its contents or any part thereof, by a party or its agents, other than McIntosh Enterprises, their engineer, architect, contractor or designated agents, is hereby disallowed unless specific permission is given to do so by Soil Surveys Group, Inc. This investigation and report were prepared with the understanding that a proposed new apartment complex is to be constructed as shown on the Figure II map enclosed herein. The use of this report, boring logs and laboratory test data shall be restricted to the original use for which they were prepared and publication by any method, in whole or in part, is prohibited without the written consent of Soil Surveys Group, Inc. Title to the designs remains with Soil Surveys Group, Inc. without prejudice. Visual contact with this report and drawings constitutes prima facie evidence of the acceptance of these restrictions.

Soil Surveys Group, Inc. will not take responsibility for or assume any liability for the recommendations made in this report unless Soil Surveys Group, Inc. performs the field inspections and testing mentioned herein.

The findings and recommendations of this report are considered valid at the present date. However, changes in the property conditions can occur with the passage of time on this or adjacent properties, whether due to natural processes or the works of man. Therefore, the findings of this report shall be considered valid for a period of not more than three years without being reviewed and updated by Soil Surveys Group, Inc.

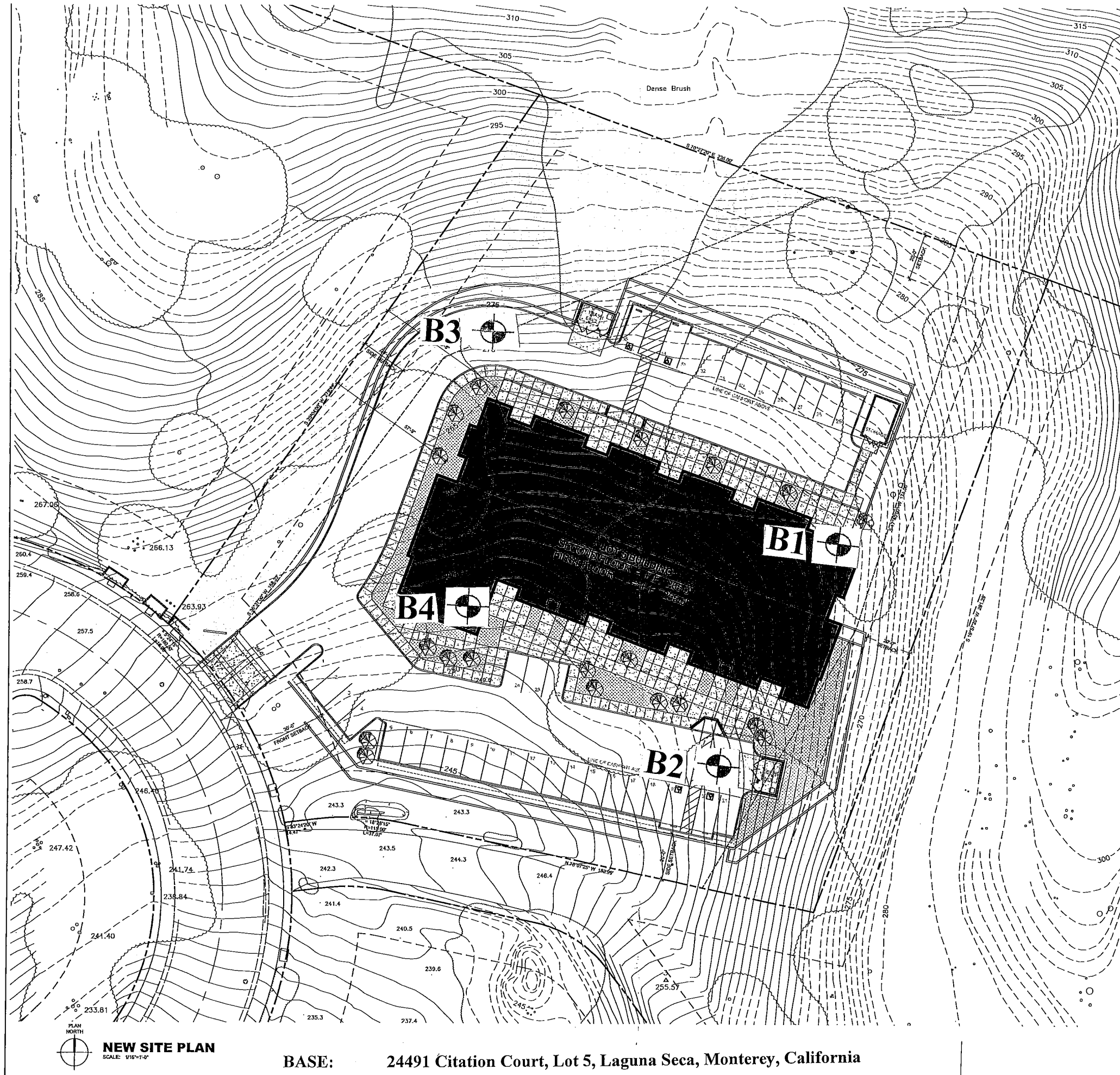


BASE: U.S. Geological Survey, Seaside
7.5' Quadrangles, Monterey, CA

FIGURE I: VICINITY MAP

SCALE
1" = 2000'

By: Soil Surveys Group, Inc.
103 Church Street
Salinas, CA 93901
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KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWINGS ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

- 1 INDICATES PROPERTY LINE
- 2 (E) CONCRETE CURB AND WALKWAY TO REMAIN INTACT.
- 3 (E) ASPHALT PAVED COUNTY ROAD TO REMAIN INTACT.
- 4 (E) TREE TO REMAIN INTACT. PROTECT FROM DAMAGE.
- 5 (E) STREET LIGHT TO REMAIN INTACT. PROTECT FROM DAMAGE.
- 6 (E) UTILITY VAULT TO REMAIN INTACT. PROTECT FROM DAMAGE.
- 7 (E) RETAINING WALL AROUND UTILITY VAULT TO REMAIN INTACT. PROTECT FROM DAMAGE.
- 8 INDICATES REQUIRED SETBACK LINE.
- 9 HATCH AREA INDICATES EASEMENT.
- 10 4" WIDE PAINTED PARKING STALL STRIPING PER COUNTY STANDARDS.
- 11 PROVIDE 4" THICK CONCRETE WALKWAY WITH SLIP RESISTANT FINISH (MEDIUM SALT FINISH, TYP.) AND PROPERLY PLACED 6"x8" WELDED WIRE MESH OVER A MIN. 6" CLASS 2 AGGREGATE BASE WORK OVER COMPACTED SUBGRADE. CONCRETE WALK TO BE A MIN. 4'-0" WIDE (SEE PLAN DIMENSION FOR SPECIFIC CONDITIONS). PROVIDE POSITIVE SLOPE AWAY FROM BUILDING WHERE APPLICABLE. REFER TO CIVIL DRAWINGS AND DETAIL REPORT FOR EXACT CONFIGURATION OF CONCRETE WALKWAY SECTION. SEE DETAIL 15A110.
- 12 PROVIDE DETECTABLE WARNING SURFACE (TRUNCATED DOMES) MIN. 36" IN DEPTH THE ENTIRE LENGTH OF OPENING / LANDING / RAMP AS SHOWN ON PLAN. SEE DETAIL 16A110.
- 13 LANDSCAPED AREA.
- 14 PROVIDE PAINTED DIRECTIONAL ARROWS PER COUNTY STANDARDS. SEE DETAIL 11A110.
- 15 INDICATES NEW BOARD FORMED INTEGRAL COLORED CONCRETE RETAINING WALL - SEE CIVIL DRAWINGS.
- 16 INDICATES "VAN ACCESSIBLE" STALLS. SEE DETAIL 6A110.
- 17 INDICATES 36" BUMPER OVERHANG.
- 18 INDICATES EXTENT OF 6" HIGH CURBS WHICH SHALL BE PAINTED RED WITH 4" HIGH WHITE LETTERS STATING "FIRE LANE - NO PARKING" AT 30'-0" O.C. MAX. WHEN 6" CURBS NOT AVAILABLE, INSTALL A "FIRE LANE - NO PARKING ANYTIME" SIGN (R28 - 12"x18"). SIGN HEIGHT SHALL BE 54" FROM TOP OF PAVEMENT/LANDSCAPE AREA TO BOTTOM OF SIGN ON A WALL, FENCE OR BUILDING 15'-0" O.C. MAX. A POLE-MOUNTED SIGN IN A PEDESTRIAN WALKWAY SHALL BE 84" FROM THE BOTTOM OF THE SIGN TO TOP OF WALKWAY. SEE DETAIL 50A110.
- 19 INDICATES NEW BUILDING FOOTPRINT.
- 20 INDICATES GROOVE BORDER. SEE DETAIL 7A110.
- 21 ACCESSIBLE PATH OF TRAVEL INDICATOR ARROWS. ARROWS SHOWN ON PLAN ARE FOR REFERENCE ONLY AND NOT FOR PHYSICAL APPLICATION. WALKWAY ALONG ACCESSIBLE PATH OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE. HAVE A MAX. 1/2" CHANGE IN ELEVATION. MIN. 48" IN WIDTH. HAVE MAX. 1/4" PER FOOT CROSS SLOPES, AND WHERE NECESSARY TO CHANGE ELEVATION AT A SLOPE EXCEEDING 5% (1:20) SHALL HAVE RAMPS COMPLYING WITH CBC SECTION 11333.7.
- 22 INDICATES LOCATION OF METAL TUBE BIKE RACK, MIN. (5) BIKE CAPACITY. SEE DETAIL 12A110.
- 23 PROVIDE CONCRETE WHEEL STOP. SEE DETAIL 8 & 10A110.
- 24 PROVIDE A "DISABLED PARKING ENTRY" SIGN ("VEHICLE TOW-AWAY" SIGN) (17"x22") AND A "NOTICE ALL ROADS ARE FIRE LANES" ENTRANCE SIGN (17"x22") INSTALLED TOGETHER FOR VEHICLES ENTERING INTO THE PARKING LOT AT ALL DRIVEWAY ENTRANCES PER COUNTY STANDARDS. SEE DETAIL 50A110.
- 25 PROVIDE ACCESSIBLE STALL SIGNAGE. SEE DETAIL 9A110.
- 26 PROVIDE 6" HIGH CONCRETE CURB TYPICAL AS SHOWN. REFER TO CIVIL DRAWINGS FOR ADDITIONAL NOTATION.
- 27 PROVIDE NEW AC PAVEMENT OVER AGGREGATE BASE AND COMPACTED SOIL SUBGRADE. REFER TO CIVIL DRAWINGS FOR ADDITIONAL NOTATION.
- 28 INDICATES NEW ACCESSIBLE CURB RAMP PER ADA AND COUNTY STANDARDS. PROVIDE TRUNCATED DOME DETECTABLE WARNING SURFACE AS REQUIRED. PROVIDE PAINTED INTERNATIONAL SYMBOL OF ACCESSIBILITY.
- 29 INDICATES CONCRETE CONTROL OR EXPANSION JOINTS AT CONCRETE WALKWAY. SEE DETAIL 14A110.
- 30 PROVIDE R1 STOP SIGN (24"x24") AT ALL DRIVEWAY EXITS FOR EXITING VEHICLES FROM PARKING LOT PER COUNTY STANDARDS.
- 31 EXTERIOR WALKWAY AND DOOR LANDINGS SHALL NOT EXCEED 1/4" PER FOOT (2%) UP TO DOORS THRESHOLD FOR A MIN. DISTANCE OF 5'-0" OUT FROM THE DOOR OPENING. TYPICAL AT ALL EXTERIOR DOORS U.O.A.
- 32 PROVIDE NEW CONCRETE GUTTER / CURB / WALKWAY PER COUNTY PUBLIC WORKS STANDARDS.
- 33 INDICATES NEW 6'-0" BOARD FORMED INTEGRAL COLORED CONCRETE THRESHOLD/CYCLE ENCLOSURE WITH PRIBED AND PAINTED METAL ACCESS GATES. SEE DETAIL 21A111.

LOT 5
LAGUNA SECA APARTMENTS

MONTOSH ENTERPRISES
24491 CITATION COURT
MONTEREY, CA 93940

APN NO.: 173-121-005

FIGURE II



Boring Locations (approx.)

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APPENDIX A

BORING LOGS

PRIMARY DIVISIONS			GROUP SYMBOL	SECONDARY DIVISIONS
COARSE GRAINED SOILS MORE THAN HALF OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVELS MORE THAN HALF OF COARSE FRACTION IS LARGER THAN NO. 4 SIEVE	CLEAN GRAVELS (LESS THAN 5% FINES)	GW	Well graded gravels, gravel-sand mixtures, little or no fines.
			GP	Poorly graded gravels or gravel-sand mixtures, little or no fines.
		GRAVEL WITH FINES	GM	Silty gravels, gravel-sand-silt mixtures, non-plastic fines
			GC	Clayey gravels, gravel-sand-clay mixtures, plastic fines.
	SANDS MORE THAN HALF OF COARSE FRACTION IS SMALLER THAN NO. 4 SIEVE	CLEAN SANDS (LESS THAN 5% FINES)	SW	Well graded sands, gravelly sands, little or no fines.
			SP	Poorly graded sands or gravelly sands, little or no fines.
		SANDS WITH FINES	SM	Silty sands, sand-silt mixtures, non-plastic fines.
			SC	Clayey sands, sand-clay mixtures, plastic fines.
FINE GRAINED SOILS MORE THAN HALF OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT IS LESS THAN 50%		ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity.
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.
			OL	Organic silts and organic silty clays of low plasticity.
	SILTS AND CLAYS LIQUID LIMIT IS GREATER THAN 50%		MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
			CH	Inorganic clays of high plasticity, fat clays.
			OH	Organic clays of medium to high plasticity, organic silts.
HIGHLY ORGANIC SOILS			Pt	Peat and other highly organic soils.

GRAIN SIZES

U.S. STANDARD SERIES SIEVE				CLEAR SQUARE SIEVE OPENINGS			
200	40	10	4	3/4"	3"	12"	
SILTS AND CLAYS	SAND			GRAVEL		COBBLES	BOULDERS
	FINE	MEDIUM	COARSE	FINE	COARSE		

RELATIVE DENSITY

SANDS AND GRAVELS	BLOWS/FT*
VERY LOOSE	0 - 4
LOOSE	4 - 10
MEDIUM DENSE	10 - 30
DENSE	30 - 50
VERY DENSE	OVER 50

CONSISTENCY

SILTS AND CLAYS	STRENGTH**	BLOWS/FT*
VERY SOFT	0 - 1/4	0 - 2
SOFT	1/4 - 1/2	2 - 4
FIRM	1/2 - 1	4 - 8
STIFF	1 - 2	8 - 16
VERY STIFF	2 - 4	16 - 32
HARD	OVER 4	OVER 32

*Number of blows of 140 pound hammer falling 30 inches to drive a 2 inch O.D. (1 3/8 inch I.D.) split spoon (ASTM D-1586)

**Unconfined compressive strength in tons/ft² as determined by laboratory testing or approximated by the standard penetration test (ASTM D-1586), pocket penetrometer, torvane, or visual observation

FIGURE NO. KEY TO LOGS

EXPLORATION DRILL LOG						HOLE NO. B-1			
PROJECT McIntosh Enterprises, 24491 Citation Court, Monterey Job #7044			DATE 1.23.18		LOGGED BY JG				
DRILL RIG Cenozic Crawler		HOLE DIA. 5"		SAMPLER Terzaghi Split Spoon (SPT) + 2.5" CAL					
GROUNDWATER DEPTH:		INITIAL ---		FINAL ---		HOLE ELEV. ---			
DESCRIPTION	SOIL TYPE	DEPTH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (pcf)	WATER CONTENT %	LIQUID LIMIT	PLASTIC LIMIT	POCKET PEN. (tsf)
Grasses/ Dark brown, silty, fine to medium grained SAND with organics and clay; moist, loose	SM	1							
Dark greyish brown slightly clayey, silty, fine to medium grained SAND with organics; very moist, very loose	SM/SC	2	SPT						
		3	XXX	3	76.4	16.6	19	15	---
		4							
Light greyish-tan, slightly clayey, silty, fine to medium grained, weakly cemented SAND; moist to wet, dense	SM	5	SPT						
		6	XXX	38	116.5	12.9			0.5
Light greyish-tan, silty, clayey, fine to medium grained SAND with thin veins of dark clay; moist, medium dense	SC/CL	7	2.5" CAL						
		7	XXX	30(18)	112.1	14.6	33	13	>4.5
		8	XXX	48(29)	100.5	23.7	Shear	Test	>4.5
Dark brown, silty, clayey, fine to coarse grained SAND with scattered fractured decomposed granitic gravels; moist, dense	SC/CL	9	SPT						
		10	XXX	36	104.7	13.6			1.75
		11							
		12							
		13							
Light tan, silty, clayey, fine to medium grained SAND with thin veins of grey clay and subrounded gravels; moist, dense	SC	14	SPT						
		15	XXX	37	104.9	13.4			3.75
		16							
		17							
		18							
Reddish-yellow-tan, slightly clayey, silty, fine to coarse grained SAND with fractured siliceous shale gravels; moist, dense	SM	19	SPT						
		20	XXX	40	93.2	11.7			---
DEPTH 25'		SOIL SURVEYS GROUP, INC							

EXPLORATION DRILL LOG						HOLE NO. B-1 CONTINUED			
DESCRIPTION	SOIL TYPE	DEPTH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (pcf)	WATER CONTENT %	LIQUID LIMIT	PLASTIC LIMIT	POCKET PEN. (tsf)
Reddish-yellow-tan, slightly clayey, silty, fine to coarse grained SAND with fractured siliceous shale gravels; moist, dense	SM	21							
		22							
		23							
		24	SPT						
Light tan, silty, fine to coarse grained SAND with scattered fractured shale gravels and veins of dark brown, silty, sand; slightly moist, very dense	SM	25	XXX	51	100.1	8.9			---
Bottom of the boring at 25'		26							
		27							
		28							
		29							
		30							
		31							
		32							
		33							
		34							
		35							
		36							
		37							
		38							
		39							
		40							
		41							
		42							

DEPTH 25'

Job #7044

SOIL SURVEYS GROUP, INC.

EXPLORATION DRILL LOG						HOLE NO. B-2			
PROJECT McIntosh Enterprises, 24491 Citation Court, Monterey Job #7044			DATE 1.23.18		LOGGED BY JG				
DRILL RIG Cenozic Crawler		HOLE DIA. 5"		SAMPLER Terzaghi Split Spoon (SPT) + 2.5" CAL					
GROUNDWATER DEPTH:		INITIAL ---		FINAL ---		HOLE ELEV. ---			
DESCRIPTION	SOIL TYPE	DEPTH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (pcf)	WATER CONTENT %	LIQUID LIMIT	PLASTIC LIMIT	POCKET PEN. (tsf)
Grasses/Dark reddish-brown, slightly clayey, slightly silty, fine to medium grained SAND with organics.	SM	1	SPT						
Light reddish-tan, silty, fine micaceous SAND; moist, loose		2	XXX	5	76.3	4.7	n/p	n/p	--
		3							
Light reddish-tan, dark brown, silty, fine to medium grained SAND; moist, loose to medium dense	SM	4	2.5" CAL						
			XXX	12(7)	103.7	4.1			1.0
			XXX	18(11)	99.8	2.6			1.0
Light reddish-tan, slightly silty, fine to medium grained SAND; moist, medium dense	SM	5	SPT						
		6	XXX	14	101.4	3.1			--
		7							
		8							
Light reddish-yellowish-tan, light tan, slightly silty, fine to medium grained SAND with thin veins of clay; moist, very dense	SM/SP	9	SPT						
		10	XXX	65	100.7	9.9			---
		11							
		12							
		13							
Light reddish-tan, silty, fine to medium grained SAND; moist to wet, very dense	SM	14	SPT						
		15	XXX	90	107.0	10.5			---
		16							
		17							
		18							
Light yellowish-tan, slightly silty, fine to medium grained SAND; wet, very dense	SM/SP	19	SPT						
Bottom of the boring at 20'	SM/SP	20	XXX	95	114.5	14.2			---
DEPTH 20'		SOIL SURVEYS GROUP, INC							

EXPLORATION DRILL LOG						HOLE NO. B-3			
PROJECT McIntosh Enterprises, 24491 Citation Court, Monterey Job #7044			DATE 1.23.18		LOGGED BY JG				
DRILL RIG Cenozic Crawler		HOLE DIA. 5"		SAMPLER Terzaghi Split Spoon (SPT)					
GROUNDWATER DEPTH:		INITIAL ---		FINAL ---		HOLE ELEV. ---			
DESCRIPTION	SOIL TYPE	DEPTH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (pcf)	WATER CONTENT %	LIQUID LIMIT	PLASTIC LIMIT	POCKET PEN. (tsf)
Grasses/ Dark brown, clayey, silty, fine to coarse grained cemented SAND with scattered gravels		1							
Light brown, clayey, silty, fine to coarse grained cemented SAND with scattered subrounded to subangular gravels; moist, dense	SM/SC	2	SPT						
		3	XXX	36	92.7	8.1			>4.5
Dark brown, light tan, clayey, silty, fine to coarse cemented SAND with scattered fine gravels; slightly moist, very dense	SM/SC	4	SPT						
		5	XXX	64	99.6	9.6	32	13	>4.5
Light reddish-brown, light reddish-yellow, clayey, silty, fine to coarse grained weakly cemented SAND; slightly moist, medium dense	SM	6	SPT						
		7	XXX	28	92.7	16.3			>4.5
		8							
Light brown, silty, clayey, fine to coarse grained SAND; slightly moist, dense	SC/CL	9	SPT						
		10	XXX	45	105.1	12.7			>4.5
		11							
		12							
		13							
Light yellowish-tan, slightly silty, fine to medium grained SAND; moist, medium dense	SM	14	SPT						
Light yellowish-tan, whitish-tan, silty, clayey, cemented fine to coarse grained SAND; moist, medium dense	SC/SM	15	XXX	25	88.1	12.4			2.0
		16							
		17							
		18							
Light yellowish-tan, slightly silty, fine to medium grained weakly cemented SAND; moist, dense	SM/SP	19	SPT						
Bottom of the boring at 20'	SM/SP	20	XXX	40	101.5	6.6			---
DEPTH 20'		SOIL SURVEYS GROUP, INC							

EXPLORATION DRILL LOG						HOLE NO. B-4			
PROJECT McIntosh Enterprises, 24491 Citation Court, Monterey			Job #7044		DATE 1.23.18		LOGGED BY JG		
DRILL RIG Cenozic Crawler		HOLE DIA. 5"		SAMPLER Terzaghi Split Spoon (SPT)					
GROUNDWATER DEPTH:		INITIAL ---		FINAL ---		HOLE ELEV. ---			
DESCRIPTION	SOIL TYPE	DEPTH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (pcf)	WATER CONTENT %	LIQUID LIMIT	PLASTIC LIMIT	POCKET PEN. (tsf)
Grasses/ Dark brown, silty, fine to medium grained SAND with organics; moist, loose	SM	1							
Light brown, light greyish-tan, silty, fine to medium grained cemented SAND; moist, medium dense	SM	2	SPT						
			XXX	14	84.4	7.6	n/p	n/p	1.0
		3							
Light greyish-tan, silty, fine to medium grained cemented SAND; slightly moist, medium dense	SM	4	SPT						
			XXX	27	104.8	4.4	n/p	n/p	---
		5							
Light reddish-tan, slightly silty, fine to medium grained SAND; moist, dense	SM/SP	6	SPT						
			XXX	41	101.5	10.6			1.0
		7							
		8							
Light reddish-yellowish-tan, fine to medium grained SAND; moist, very dense	SP	9	SPT						
		10	XXX	80	105.3	7.3			0.5
		11							
		12							
		13							
Light reddish-yellow-tan, fine to medium grained SAND; moist, dense	SP	14	SPT						
		15	XXX	44	105.2	5.3			0.25
		16							
		17							
		18							
Light tan, fine to medium grained SAND; moist, very dense	SP	19	SPT						
Bottom of the boring at 20'		20	XXX	53	101.1	5.8			1.0
DEPTH 20'		SOIL SURVEYS GROUP, INC							

APPENDIX B

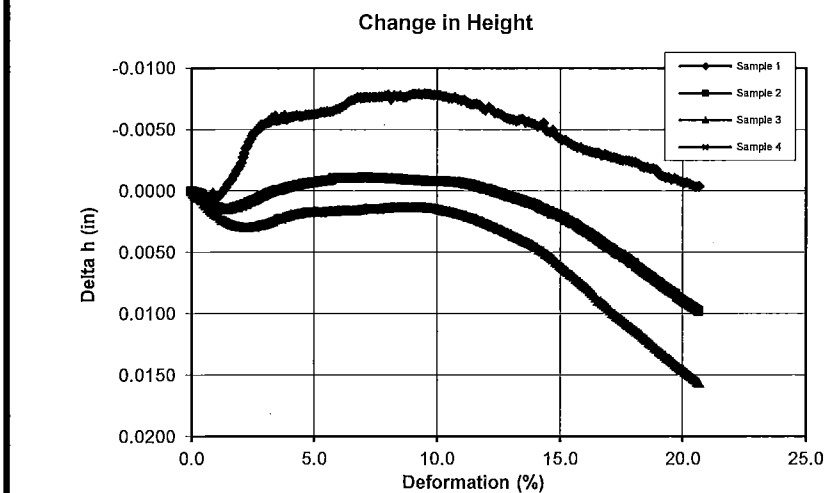
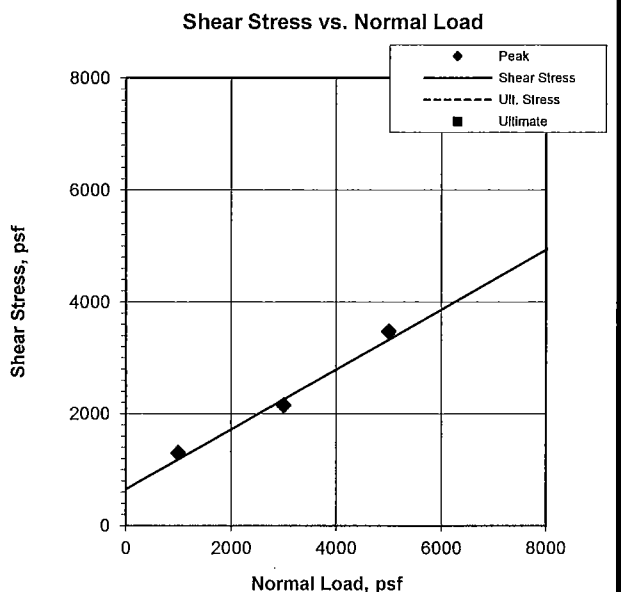
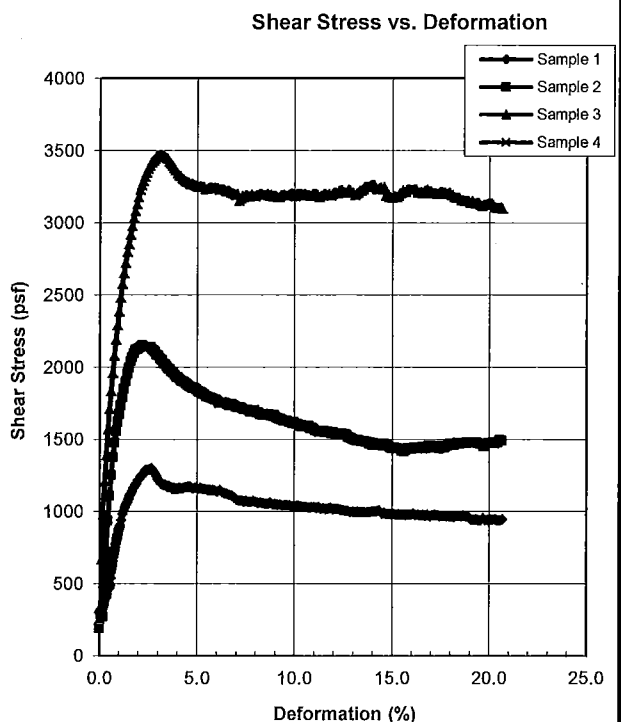
DIRECT SHEAR TEST

Consolidated Drained Direct Shear (ASTM D3080)

CTL Job #: 699-094 Project #: 7044 By: MD
Client: Soil Surveys Inc Date: 2/6/2018 Checked: PJ
Project Name: Laguna Seca Remolding Info:

Specimen Data				
	1	2	3	4
Boring:	B1	B1	B1	
Sample:				
Depth (ft):	7-7.5	7-7.5	7-7.5	
Visual Description:	Dark Gray Sandy CLAY w/ pockets Clayey Sand	Dark Gray Sandy CLAY w/ pockets Clayey Sand	Dark Gray Sandy CLAY w/ pockets Clayey Sand	
Normal Load (psf)	1000	3000	5000	
Dry Mass of Specimen (g)	121.8	120.1	124.0	
Initial Height (in)	1.01	1.00	1.01	
Initial Diameter (in)	2.42	2.42	2.42	
Initial Void Ratio	0.681	0.693	0.656	
Initial Moisture (%)	23.9	24.4	22.7	
Initial Wet Density (pcf)	124.2	123.8	124.9	
Initial Dry Density (pcf)	100.3	99.5	101.8	
Initial Saturation (%)	94.7	94.9	93.6	
ΔHeight Consol (in)	0.0054	0.0131	0.0224	
At Test Void Ratio	0.672	0.671	0.619	
At Test Moisture (%)	24.8	24.7	22.7	
At Test Wet Density (pcf)	125.8	125.8	127.7	
At Test Dry Density (pcf)	100.8	100.9	104.1	
At Test Saturation (%)	99.6	99.4	98.8	
Strain Rate (%/min)	0.01	0.01	0.01	
Strengths Picked at	Peak	Peak	Peak	
Shear Stress (psf)	1299	2153	3470	
ΔHeight (in) at Peak	-0.0050	0.0011	0.0027	
Ultimate Stress (psf)				

Phi (deg)	28.2	Ult. Phi (deg)	
Cohesion (psf)	650	Ult. Cohesion (psf)	



Remarks:

APPENDIX C

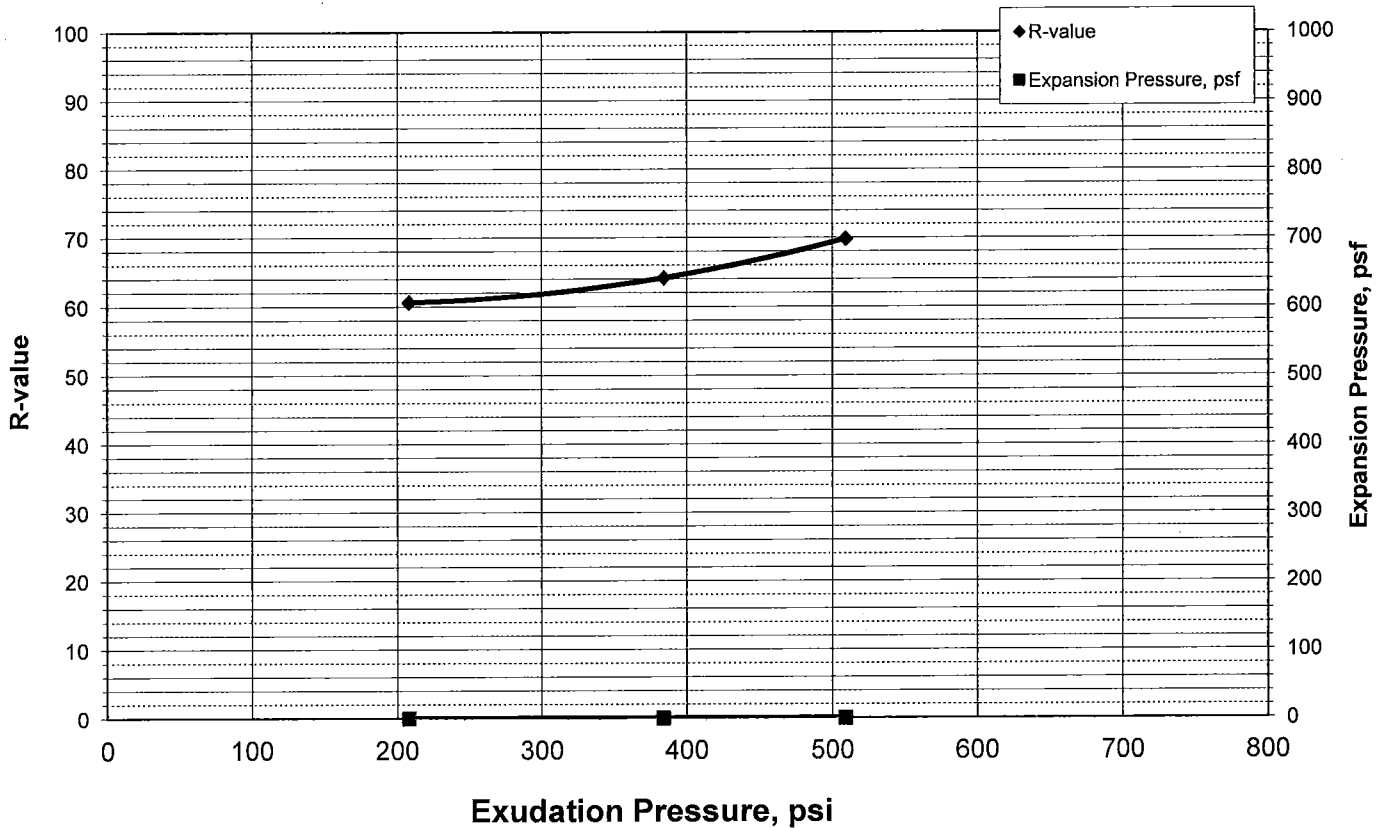
R-VALUE TEST



R-value Test Report (Caltrans 301)

Job No.: 699-099	Date: 02/08/18	Initial Moisture, <u>7.7</u>
Client: Soil Surveys Inc	Tested PJ	R-value 62
Project: Laguna Seca - 7044	Reduced RU	Expansion Pressure 0 psf
Sample R-1; Composite	Checked DC	
Soil Type: Dark Olive Brown Silty SAND		

Specimen Number	A	B	C	D	Remarks:
Exudation Pressure, psi	208	384	509		
Prepared Weight, grams	1200	1200	1200		
Final Water Added, grams/cc	50	45	39		
Weight of Soil & Mold, grams	3164	3069	3170		
Weight of Mold, grams	2097	2064	2113		
Height After Compaction, in.	2.54	2.34	2.45		
Moisture Content, %	12.1	11.7	11.2		
Dry Density, pcf	113.6	116.6	117.7		
Expansion Pressure, psf	0	0	0		
Stabilometer @ 1000					
Stabilometer @ 2000	42	34	32		
Turns Displacement	4.56	4.44	4.32		
R-value	61	64	70		



Laguna Seca Office Park
Lot 5

24491 Citation Court
Monterey, California 93940

Drainage Report
December 21, 2011
February 2, 2018 Update

Project No: 2085.45

Prepared by:



BESTOR ENGINEERS, INC.

CIVIL ENGINEERING — SURVEYING — LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940



BESTOR ENGINEERS, INC.

CIVIL ENGINEERING — SURVEYING — LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
(831) 373-2941 • SALINAS 424-7681 • FAX 649-4118

Laguna Seca Office Park, Lot 5 Drainage Report

December 21, 2011
February 2, 2018 Update

Background

Laguna Seca Office Park is a 40-acre subdivision located off Highway 68 east of York Road in Monterey County. Lot 5, a 1.92-acre lot, lies on the northeast side of Citation Court, off Blue Larkspur Lane. The terrain is generally steep along the north, east and west sides of the property and drainage flows onto the along the center to a low point on the southeast end of the property, west of Citation Court.

The detention facilities for the subdivision were designed on the basis of a 10-year, 6-hour storm event¹. Drainage from Lot 5 was transferred via storm water piping down Citation Court to Pond A, located south of Blue Larkspur Lane. Pond A discharges to the Canyon Del Rey Creek, approximately five miles upstream from the creek outlet to the Pacific Ocean.

Design Criteria and Flow Calculations

Drainage requirements have changed since the development of the Laguna Seca Office Park. Current drainage guidelines require the detention of the differential volume between the 100-year, post-development runoff rate and the 10-year, pre-development runoff rate, therefore limiting the discharge to the 10-year pre-development rate. Given that Lot 5 is located in a subdivision with existing drainage facilities, a reduction will be applied to the required detention volume to account for the detention volume provided in the existing facilities.

The proposed stormwater piping system for Lot 5 is designed to convey the flow of a 25-year storm for the entire watershed area which includes the 1.92 acres of onsite drainage and the 2.69 acres of offsite watershed. Discharge piping has been designed to meter the rate of release to the 10-year pre-development rate for the site.

Design parameters used in Attachment A: Stormwater Storage Calculations and Attachment B: Stormwater Piping Calculations and are as follows:

Table 1: Time of Concentration

Design Storm	Time of Concentration (min)
10-year Pre-development	20
100-year Post-development	15
25-year (pipe sizing)	15
10-year & 100-year	30

¹ Final Drainage Report, prepared by Carl L. Hooper, PE, Bestor Engineers, Inc., February 3, 1986.

(Undeveloped offsite watershed)	
---------------------------------	--

Table 2: Runoff Coefficients

Land Use	Runoff Coefficient
Open or Landscaped	0.2
Building and Paved	0.95

Monterey County's Plate No. 25: Rainfall Intensities Chart was used in calculating the rainfall intensities. From the chart, a 0.6 in/hr intensity for a 2-year storm was used.

Table 3: Rainfall Intensities

Design Storm	Rainfall Intensities (in/hr)
10-year Pre-development	1.54
100-year Post-development	2.67
25-year (pipe sizing)	2.08
10-year (Undeveloped offsite watershed)	1.26
100-year (Undeveloped offsite watershed)	1.88

Using the parameters identified above, the following runoff rates were calculated for the site.

Table 4: Runoff Rate

Design Storm	Runoff Rate (cfs)
10-year Pre-development	0.59
100-year Post-development	2.92
10-year (Undeveloped offsite watershed)	0.68
100-year (Undeveloped offsite watershed)	1.01

Runoff rates for the individual stormwater pipes has been calculated and is shown on Attachment B: Stormwater Piping Calculations.

Detention Volume

Assuming a 1-hour storm event, the required detention volume is calculated as the difference between the 100-year post-development storm runoff and the 10-year pre-developed storm runoff, 5,025 c.f. as shown on Attachment A. A factor of 1.2 was applied to the calculation to account for nonlinearity of the actual hydrograph.

Existing drainage facilities for the subdivision were calculating using a 10-year, 6-hour storm event. Lot 5 was part of Watershed A, which totaled 16.1 acres. Prorating the detention

volume provided in Pond A, 0.25 acre-feet (10,890 c.f.) with our site area allows us to reduce the required storage by 1,306 c.f.

As shown on Attachment A: Stormwater Storage Calculations, a storage volume of 3,719 c.f. (27,821 gallons) will be required for onsite detention.

Conclusion

Due to site constraints, onsite detention is limited to underground storage. Two underground fiberglass tanks will be specified as part of the design, to provide a total of 30,000 gallons of storage, exceeding the required 27,821 gallon required detention volume. Discharge pipes are sized and sloped to meter to the runoff to the 10-year pre-development runoff rate. Freeboard has been calculated for onsite catch basins receiving runoff and shown to exceed required capacity requirements. The design includes an emergency overflow pipe sized to allow the release of the 100-year runoff the entire watershed draining into the site.

Stormwater quality is controlled with the use of a 1,000 gallon sediment tank for primary sediment control and an oil interceptor compartment specified as part of the first storage tank in the detention system, see attached schematic.

Laguna Seca Office Park - Lot 5

Attachment A

Stormwater Storage Calculations

Flow Calculation

$$Q = CIA$$

Q = Runoff C = Runoff Coefficient

I_t = Maximum Intensity: $I_t = (7.75 \cdot i) / (\sqrt{T_c})$

T_c = Time of Concentration

i = 1 hour rainfall intensity from Monterey County

Rainfall Intensities Chart, Plate No 25: $i = 0.6$

Q₁₀

$A_{\text{pervious}} = 1.92 \text{ ac.}$

$T_c = 20 \text{ min (Assumed)}$

$C = 0.2$

$I_t = 1.54 \text{ in/hr}$

Q₁₀₀

$A_{\text{impervious}} = 0.87 \text{ ac.}$

$T_c = 15 \text{ min (Assumed)}$

$A_{\text{pervious}} = 1.05 \text{ ac.}$

$C = 0.95$

$A_{\text{total}} = 1.92 \text{ ac.}$

$I_t = 2.67 \text{ in/hr}$

Q₁₀ = 0.59 cfs

Q₁₀₀ = 2.76 cfs

Offsite Watershed Drainage

$A_{\text{pervious}} = 2.69 \text{ ac.}$ $T_c = 30 \text{ min.}$

Q₁₀ = 0.68 cfs **Q₁₀₀ = 1.01 cfs**

Storage Volume Calculation

$Q_{100} = Q_{\text{in}}$ = Peak Inflow

$Q_{10} = Q_a$ = Allowable Peak Outflow

T_e = Time of Event = 60 min. (Assumed)

V_s = Storage Volume Required, ft³

V_p = Storage Volume Provided in Existing Pond A = 1306 ft³

K = Factor to account for nonlinearity of actual hydrograph,

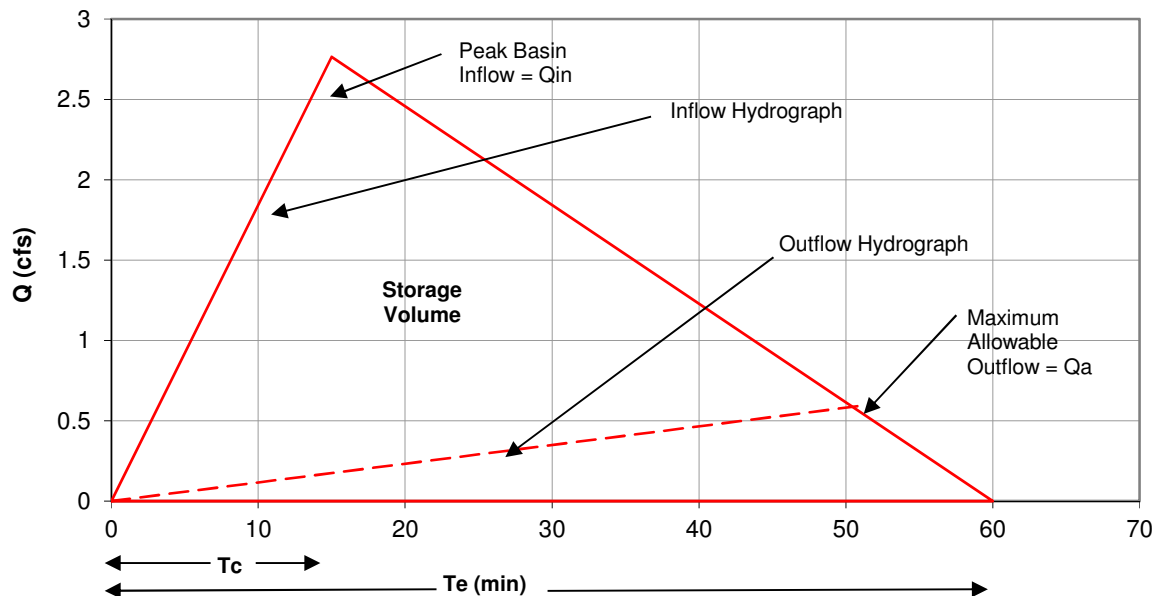
K = 1.2

$$V_s = [(Q_{\text{in}} - Q_a) \times T_e \times (60 \text{ s/min}) \times 0.5 \times K] - V_p$$

V_s = V_r - V_p = 4,693 - 1,306 = 3,387 ft³ 25,334 gal.

Estimated Required Storage Volume

NOTE: Graph does not account for the existing volume provided in Pond A



Keith Higgins

Traffic Engineer

February 12, 2018

Armando Guido-Lopez
Wald, Ruhnke & Dost Architects, LLP
2340 Garden Road, Suite 100
Monterey, CA 93940

Re: Laguna Seca Lot-5 Apartments Trip Generation Study, Monterey County, CA

Dear Armando,

As you requested, this is a trip generation study for the proposed Laguna Seca Lot-5 Apartments. The project involves the development of a 15-unit apartment on a 1.924-acre parcel designated for office development in the Laguna Seca Office Park in Monterey County, California. The "Final Environmental Impact Report – General Plan Amendment for the Laguna Seca Office Park Development," Scott Lefaver, March 1983 (1983 EIR), was certified by the County of Monterey. The proposed development included 27.8 acres of professional office park net land area plus two homes. The office park's building floor area was estimated to total 260,000 square feet. This is an average floor area ratio of 9,352 square feet per acre over the 27.8 acres. It should be noted that a 22,165-square foot office building was actually proposed for Lot 5. The traffic section of the 1983 EIR is included herein as Appendix A.

The original Office Park had traffic mitigations and development conditions that were satisfied allowing for development of the Park as individual parcels with office buildings (or residential as long as the gross square footage of the residential uses does not exceed the overall square footages of the office/commercial uses). The proposed apartment requires an amendment to the existing development permits, which includes ascertaining whether the current proposal will represent new traffic impacts. This is the purpose of this study, which determines if the current proposal will generate more trips than predicted in the 1983 EIR.

This study first summarizes the trip generation for the originally proposed office park as documented in the 1983 EIR. This estimate is then compared with a trip generation estimate using the current "Trip Generation Manual," Institute of Transportation Engineers (ITE), 10th Edition, 2017. The trip generation for Lot 5, the site of the proposed apartment, is then estimated for both the proposed apartment and for the site developed as the originally approved professional office.

1. Trip Generation Estimate for Originally Proposed Office Estimated in Original EIR

On page 68, paragraph 2, in Appendix A, Dryden and Nichol森, 1983 EIR traffic consultants, conservatively estimated that the Laguna Seca Office Park would generate between 3,120 and 3,900 daily trips. The project civil engineer, Carl Hooper, optimistically estimated that the project would have robust carpooling and transit usage that would reduce the net daily trip total to 2,550. Paragraph 6 of page 68 concludes that the project would generate between 2,500 and 3,900 trips per day. This is summarized in Section A of the trip generation spreadsheet on Attachment 1. Incidentally, I prepared the traffic study in 1982 when employed by William G. Dryden.

2. Trip Generation Estimate for Originally Proposed Office Park Using Current ITE Rates

Section B of Attachment 1 indicates that the originally proposed professional office land use would be expected to generate 2,700 daily trips, including 19 for the two single family homes included in the project. The office park would be expected to generate about 2,681 daily trips. The project is estimated to generate 303 AM peak hour trips and 284 PM peak hour trips. The daily total using current ITE rates is at the lower end of the range predicted in the 1983 EIR. Current ITE rates corroborate the trip generation estimate used in the EIR, which is actually higher by as much as 44%.

3. Trip Generation Estimate for Lot 5 as Apartments Compared With Office

Section C of Table 1 indicates that the proposed 15-unit apartment is expected to generate about 110 daily trips with 7 in the AM peak hour and 8 in the PM peak hour. Lot 5 has a land area of 1.924 acres. Assuming it could be developed with the average floor area ratio of the originally proposed 27.8 acre, 260,000-square foot office park, the site could accommodate a 17,993 square foot office building. Using standard ITE trip rates, the office building would be expected to generate about 186 daily trips with 21 in both the AM and PM peak hours. Section C indicates that the apartment building will generate about 76 less daily trips, 14 less AM peak hour trips and 12 less PM peak hour trips than expected from an office building. This is based on trip rates that would result in an estimate of 2,700 daily trips for the Office Park. The currently proposed apartments will generate far less traffic when compared to the conservative rates quoted in the 1983 EIR. As mentioned earlier, Lot 5 was actually proposed to include 22,165 gross square feet of office building. Again, the proposed 15-unit apartment building will generate far less traffic than what could actually be accommodated on Lot 5.

Armando Guido-Lopez
February 12, 2018

4. Conclusion and Recommendation

It is evident that the currently proposed apartments will generate less traffic than an office building with the square footage originally envisioned for Lot 5. The Office Park fulfilled its conditions of approval based on greater impacts than will actually occur for this parcel. On that basis there is no need for further study.

If you have any questions regarding this analysis, please do not hesitate to contact me at your convenience. Thank you for the opportunity to assist you with this project.

Sincerely,

Keith B. Higgins

Keith B. Higgins, PE, TE

enclosures

A. GENERATED TRIPS ESTIMATED IN 1983 EIR		
Laguna Seca Office Park EIR Daily Trip Generation Estimate (Pg 68, 2nd, 3rd and 5th paragraphs)	High Range	3,900
	Mid-Range	3,120
	Low Range	2,500
Source: Final Environmental Impact Report – General Plan Amendment for the Laguna Seca Office Park Development,” Scott Lefaver, March 1983, page 68		

B. GENERATED TRIPS BASED ON 2017 ITE RATES										
1. 2017 ITE Trip Generation Rates	ITE LAND USE CODE	DAILY TRIP RATE	AM PEAK HOUR				PM PEAK HOUR			
			PEAK HOUR RATE	% OF ADT	% IN	% OUT	PEAK HOUR RATE	% OF ADT	% IN	% OUT
Single-Family Dwelling Unit (per unit)	210	9.44	0.74	8%	25%	75%	0.99	10%	63%	37%
General Office (per 1,000 s.f. of gross floor area)	710	10.31	1.16	11%	86%	14%	1.15	11%	16%	84%
Multi-Family Housing (per dwelling unit)	220	7.32	0.46	6%	23%	77%	0.56	8%	63%	37%
2. Laguna Seca Office Park Trip Generation	PROJECT SITE	DAILY TRIPS	AM PEAK HOUR				PM PEAK HOUR			
			PEAK HOUR TRIPS	% OF ADT	TRIPS IN	TRIPS OUT	PEAK HOUR TRIPS	% OF ADT	TRIPS IN	TRIPS OUT
Single-Family Dwelling Units	2 homes	19	1	5%	0	1	2	11%	1	1
General Office	260,000 s.f.	2,681	302	11%	260	42	282	11%	45	237
TOTAL:		2,700	303		260	43	284		46	238

C. PROPOSED LOT-5 APARTMENT TRIP GENERATION COMPARISON WITH GENERAL OFFICE ALLOWANCE										
Laguna Seca Lot-5 Apartments	15 units	110	7	6%	2	5	8	8%	5	3
General Office - 1.924 acres	17,993 s.f.	186	21	11%	18	3	21	11%	3	17
Reduced Trip Generation from Apartments from General Office Allowance		(76)	(14)		(16)	2	(12)		2	(14)

Notes:

1. Trip generation rates from Institute of Transportation Engineers (ITE), *Trip Generation Manual*, 10th Edition, 2017, unless otherwise noted.
2. The Laguna Seca Office Park EIR General Office building area estimate of 260,000 square feet assumes a floor area ratio of 21.4%, or 9.352 gross square feet of building floor area per acre for the 27.8 acres of R-3 (Office) lots.

Appendix A

1983 EIR Excerpts

FINAL
ENVIRONMENTAL IMPACT REPORT
GENERAL PLAN AMENDMENT
FOR THE
LAGUNA SECA OFFICE PARK
DEVELOPMENT
BASE MAP #17

MARCH 1983

Prepared for:

County of Monterey Planning Department

KIR # 80-109

PC-3734 (REZONING)

PC-3834 (GENERAL PLAN AMMENDMENT)

SUBD 755

Prepared by:

Scott Lefaver, A.I.C.P

565 Chapman Court

Santa Clara, California 95050

CERTIFIED AS FINAL EIR BY
MONTEREY COUNTY BOARD OF
SUPERVISORS ON FEB 22 1983

FINAL
ENVIRONMENTAL IMPACT REPORT
GENERAL PLAN AMENDMENT
FOR THE
LAGUNA SECA OFFICE PARK
DEVELOPMENT
BASE MAP #17

MARCH 1983

LOAN COPY
PLEASE RETURN

Prepared for:

County of Monterey Planning Department

KIR # 80-109

PC-3734 (REZONING)

PC-3834 (GENERAL PLAN AMENDMENT)

SUBD 755

Prepared by:

Scott Lefaver, A.I.C.P.

565 Chapman Court

Santa Clara, California 95050

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1.2.2 Background

The proposed Office Park is owned by the Bishop, McIntosh and McIntosh partnership. A golf course adjacent to the Park is also owned by the partnership, but is under lease to Nick Lombardo. The school, 20 acres in the northwest corner, is owned by York School. Laguna Seca Ranch Estates No. 1, 46 lots on 39 acres near the southwest corner, is owned by 46 individuals or families, with appurtenant open space owned by a Home Owners Association. Laguna Seca Ranch Estates No. 2 (49 lots on 135 acres) was developed in 1980. Some lots in Unit 2 have been sold and several homes are under construction, however none have been occupied or completed as of August 1, 1982. The Laguna Seca Ranch was acquired by Frank Bishop in 1953; the subdivision was created in 1962, the York School in 1964, and the golf course in 1969. York Road, a 1500 foot long, 70 foot wide strip, is owned by the U.S. Government and is a part of Fort Ord.

1.2.3 Proposed Project Development

The proposed development consists of 260,000 square feet of office space located on 54 acres at the south westerly section of the Laguna Seca Ranch. The professional offices will include financial institutions and business offices to be developed on 19 lots ranging from .6 to 2.6 acres. The lots will be sold or leased for the construction of custom designed buildings. The Tentative Subdivision Map for this office park development is included as Figure 2.

The development also proposes two single family lots (20 and 21) to be located adjacent to the existing Ranch Estates No. 1. The probable gross office space (260,000 square feet) was calculated at an average of 20% ground coverage, with 10% designated as two story. Table 1 details the uses at the site.

Lots 1 through 19 are proposed for office and professional uses and two lots (20 and 21) for single family uses adjacent to the existing Laguna Seca Ranch Estates No. 1. The average size of the office park lots is 1.46 acres, the smallest of these lots being .66 acres. Lot 20 is proposed for .82 acres and Lot 21 for 1.08 acres for single family homes.

The site is accessed along the existing York Road to the proposed Blue Larkspur Lane. The area south of this roadway will remain as open space until such time as area for expansion of Highway 68 is needed. The highway entrance to Laguna Seca Ranch Estates will be closed upon construction of Blue Larkspur Lane from York Road. (Refer to Figure 2.)

LAGUNA SECA OFFICE PARK Office-Park Development Tentative Map

FIGURE 2

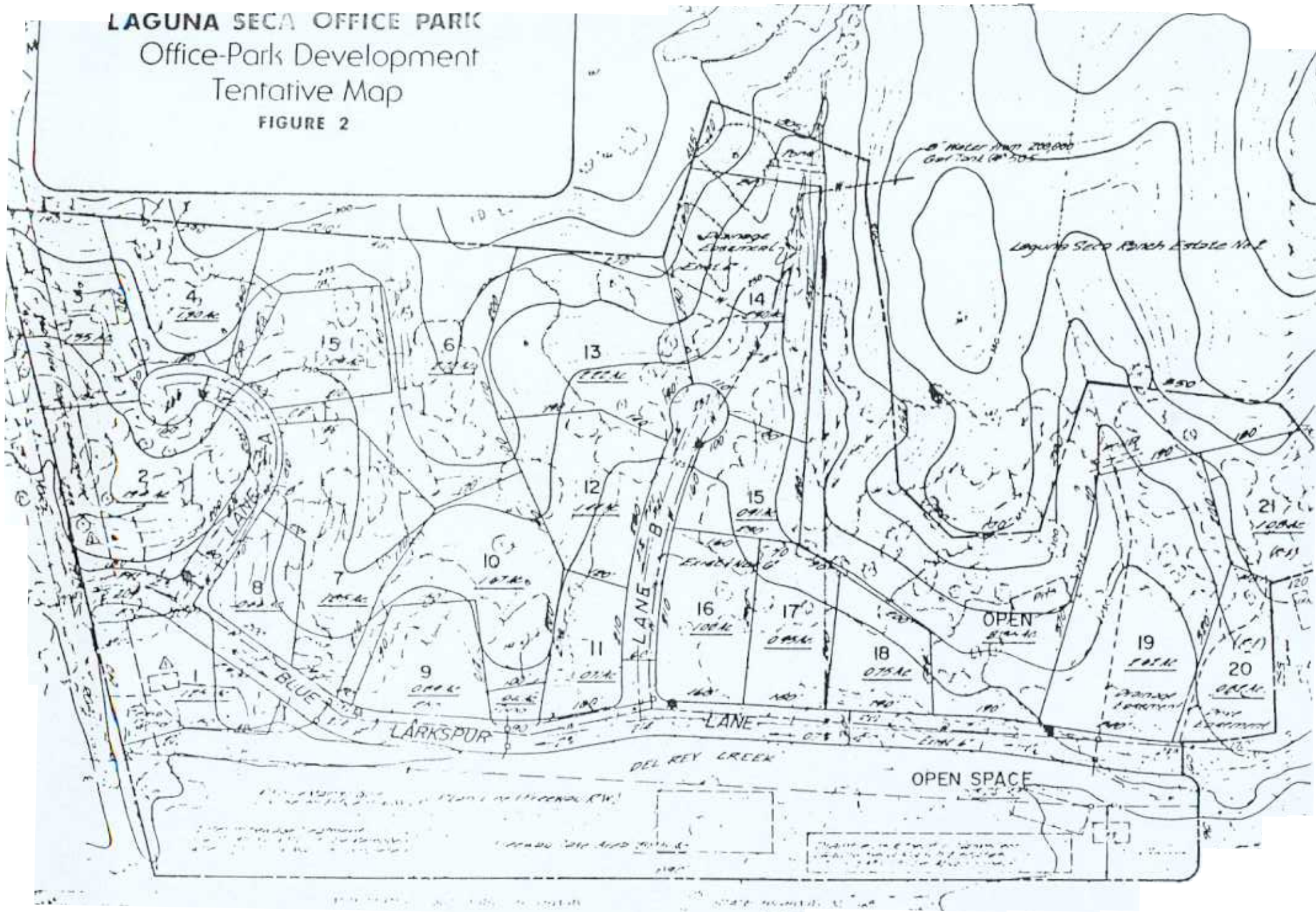


Table 1
Use Proposed for Office Park Development

Use	Net Acres	Percent
Roads	4.45	8.2
Common Drives	0.25	0.5
Freeway Take	8.85	16.1
Open Space	11.66	21.2
R-3 Lots (Office)	27.80	50.6
R-1 Lots (Single Family Homes)	1.40	3.5
TOTAL	54.91	100.0

1.2.4 Neighboring and Vicinity Land Use

The land in the vicinity of the project site, with its pastoral, semi-rural setting and attendant qualities (grassy meadows, oak groves, steep chaparral-covered slopes and pine forest), is a contrast to the urban city of Monterey. The area always has been a source of visual enjoyment for those passing by it on Highway 68, which was declared a Scenic Highway by the State of California in 1969.

The properties surrounding Laguna Seca Office Park are varied in their type and intensity of use. Generally, much of the land currently is undeveloped and/or in limited residential and agricultural use. However, there has been much planning activity on the part of landowners of the area, and there is evidence that substantial development could occur in the future.

The project site is within the former Monterey II Planning Area, located along the Highway 68 corridor. In March of 1976, the City of Monterey adopted its Monterey II Plan for this area. Based upon this plan a number of development proposals were prepared for almost 85% of the 8,300 acre Monterey II area over the last two decades. These proposals covered all of the 5 major land holdings in this area (Work Ranch, Lit Ng, Hidden Hills, Laguna Seca Ranch and Pebble Beach Corporation Properties). However, in November 1981 the people of the City of Monterey repealed the Monterey II Plan. Therefore, the future development of the surrounding area is unknown. Development can occur within the County as designated by the County's General Plan. No high intensity urban development can take

Street furniture, such as lamp posts, benches, litter containers, hydrants, plant containers, et cetera, shall be of a design compatible with the architecture and the character of the land and shall be consistent throughout the development.

All signs shall conform to an overall sign design concept coordinated through the entire development. This overall sign design concept will control color, shape, size and content of all signs. Symbols rather than words shall be used wherever possible.

Shingle roofs and/or tile stucco and natural wood siding exterior walls, arranged with particular attention to human size, shall dominate the architectural design of all buildings. Building complexes shall be designed to follow the existing slope of the land and be planned to minimize exposed earth cuts and fills and to preserve existing trees. In all cases, the forest shall take aesthetic precedence over structures and shall penetrate building complexes. Colors shall be selected from a recommended color palette. Color accents, in general, will be in doorways, windows, and on selected wall areas.

Exposed mechanical devices, such as radio and TV antennas, blowers, air conditioning devices, et cetera, will be minimized and blended. All utilities are to be underground.

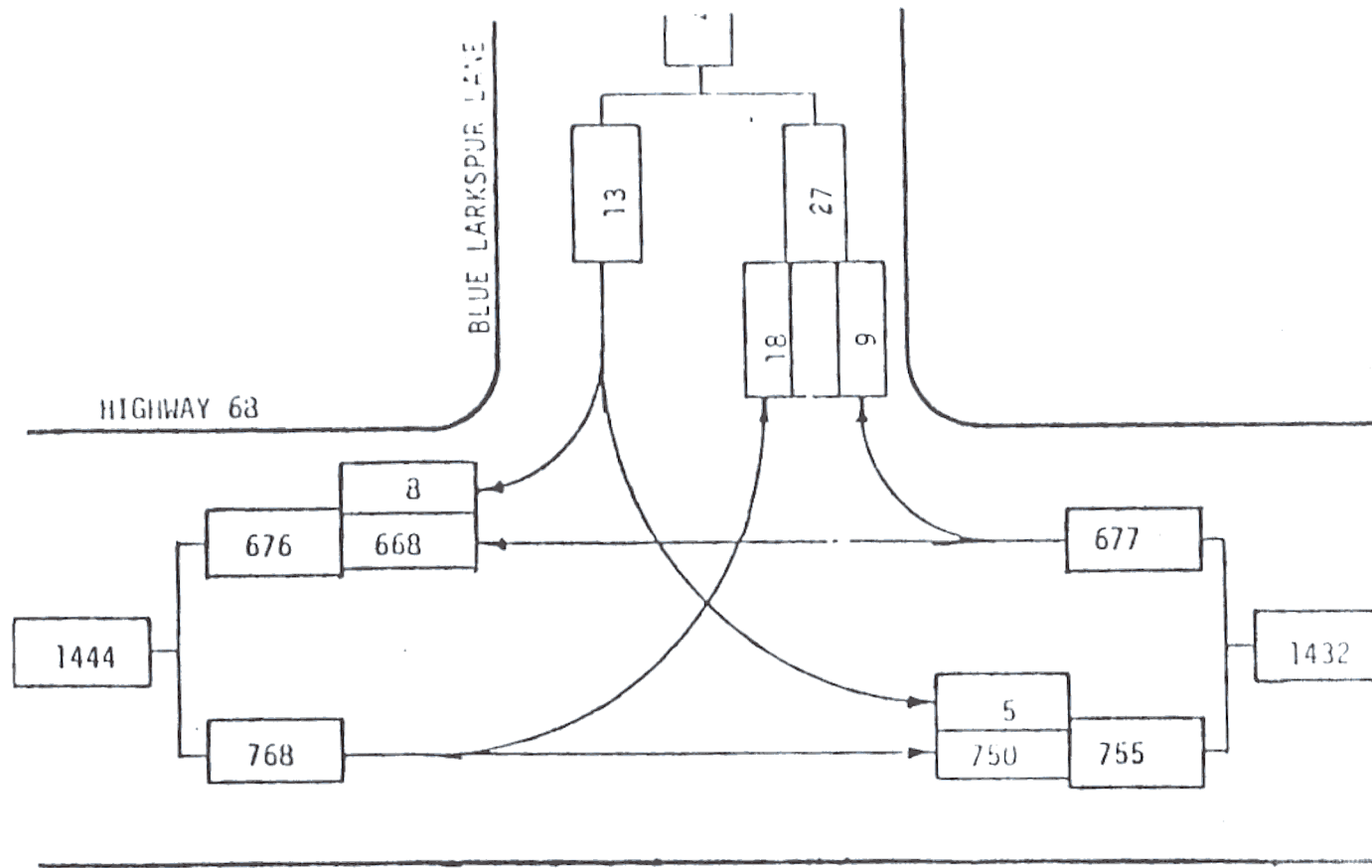
Traffic and Circulation

Traffic Volumes

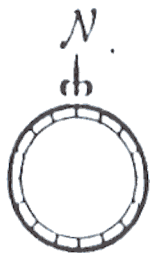
The following discussion is taken from traffic reports prepared for the area by William Dryden, Consulting Engineers and George W. Nickelson, P. E., Traffic Engineer.

Access to the project vicinity is provided by State Highway 68 (Monterey-Salinas Highway), which is a two-lane rural highway which runs in an east/west direction. It is the main traffic corridor between Salinas and Monterey. Current daily traffic volumes near the project site on Highway 68 average about 12,700 with peak hour volumes of approximately 1,250, based upon recent CalTrans counts summarized in Table 5 and illustrated in Figure 16. The peak hour level of service (L.O.S.) is D, with a volume to capacity (v/c) ratio of .67.

Additional access to the project vicinity is provided by State Highway 218 (Canyon del Rey Boulevard), which is a two-lane rural highway, in the vicinity of its intersection with Highway 68 -- approximately a half mile west of the Office Park. It provides service to State Highway 1 in Seaside via Del Rey Oaks. Average daily traffic (ADT) on Highway 218 is presently about 4800 near the junction of Highway 68.



Legend
Existing traffic counts
ADT - Average Daily Traffic



LAGUNA SECA OFFICE PARK 1980 Peak Hour Volumes

FIGURE 16

Source: William Bryden Consulting Engineers

Table 5

Traffic Characteristics

Street	Speed (MPH)	Lanes of Travel		Average Daily Traffic	
	<u>Signed</u>	1980	2000	<u>1980</u>	<u>2000</u>
	Expected			Project Traffic	Project Traffic
Highway 68 (Monterey-Salinas Highway)	<u>55</u> 50-55	2	2-6	<u>12,700-15,000</u> 245-595	<u>49,560-81-780*</u> 6,780-12,600
Highway 218 2 (Canyon del Rey Boulevard)	<u>55</u> 50-55	2	2-4	<u>4800</u> 150	<u>21,920</u> 2,520

- Note:
- A. Source: California Department of Transportation.
 - B. Peak Hourly Volumes (PHV) are approximately 10 percent of Average Daily Traffic (ADT).
 - C. 1980 Project Traffic includes York School, the golf course and 45 residential units.
- * Includes Montera and Tarpy Flats Developments, which no longer exist because of the defeat of Monterey II.

Access to the on-site street network is presently provided from Highway 68 by Blue Larkspur Lane and York Road. Blue Larkspur Lane provides a two-lane temporary access to Laguna Seca Estates No. 1, with an estimated average daily traffic (ADT) of about 450. Evening peak hour turning volumes at this intersection are illustrated in Figure 16. This is a temporary access that will be closed upon completion of the street network to the Office Park, located between Blue Larkspur Lane and York Road. York Road is a two-lane facility presently providing access to the golf course, York School and Fort Ord Military Reservation.

The north-south portion of York Road at the west end of the Ranch lies within a 70 foot wide strip owned in fee by Fort Ord. The owners of the Laguna Seca Ranch hold a license for use of this road. The owners of the Ranch have reserved a 60 foot roadway easement paralleling York Road so that a new road could be built along this westerly quarter mile should it ever become necessary that the Army revoke the existing license.

The intersection of Highway 68/York Road presently provides a 200 foot left turn lane for the eastbound Highway 68 traffic entering York Road. According to the Monterey County Planning Department, existing average daily traffic (ADT) on York Road is 550.

Public Transit Service

Existing public transit service is provided by the Monterey Peninsula Transit District Route 21. This route operates between Monterey and Salinas at a one hour headway from 6 a.m. to 7 p.m. on weekdays and Saturdays. Sunday service also is provided between 10 a.m. and 7 p.m. Ridership presently has an insignificant impact on vehicular traffic volumes.

Projected Future Traffic Volumes

Traffic from Off-Site Sources. A number of large developments on Highway 68 in the project vicinity are currently in various stages of planning or construction. These include the Garden Road Office Park, the Way Station motel and restaurant, the Trade Center, Monterra Ranch, the Airport Industrial Park, Ryan Ranch and Tarpey Flats, all located to the west of the project; and Hidden Hills. These developments are expected to be completed over the next 25 to 30 years. At that time, total daily external traffic generated from the projects to the west of Laguna Seca are expected to be approximately 84,500, based upon a traffic study for Monterra, Ryan Ranch and Tarpey Flats by TJKM Transportation Consultants. Approximately 25,000 (30%) of these trips are expected to be distributed to the east of their points of generation, and to pass the entrance to Laguna Seca Office Park on Highway 68. Approximately 8724 trip ends (10% of the ADT) are expected during the evening peak hour, with 3571 inbound and 5154 outbound. The resulting peak hour

volumes past Laguna Seca Office Park from these off-site developments are 2620 vehicles per hour, with a directional split of 1070 westbound and 1550 eastbound. Hidden Hills is expected to generate about 600 trips per day with about ten percent in the peak hour. This results in an additional 30 vehicle trips past the Office Park entrance during the peak hour, based upon the directional splits of other off-site projects.

Additional traffic growth on Highway 68 is expected to occur, due to regional growth, at a rate of two percent per annum. The resulting traffic volumes near the Office Park, excluding its future traffic, are shown in Figure 17.

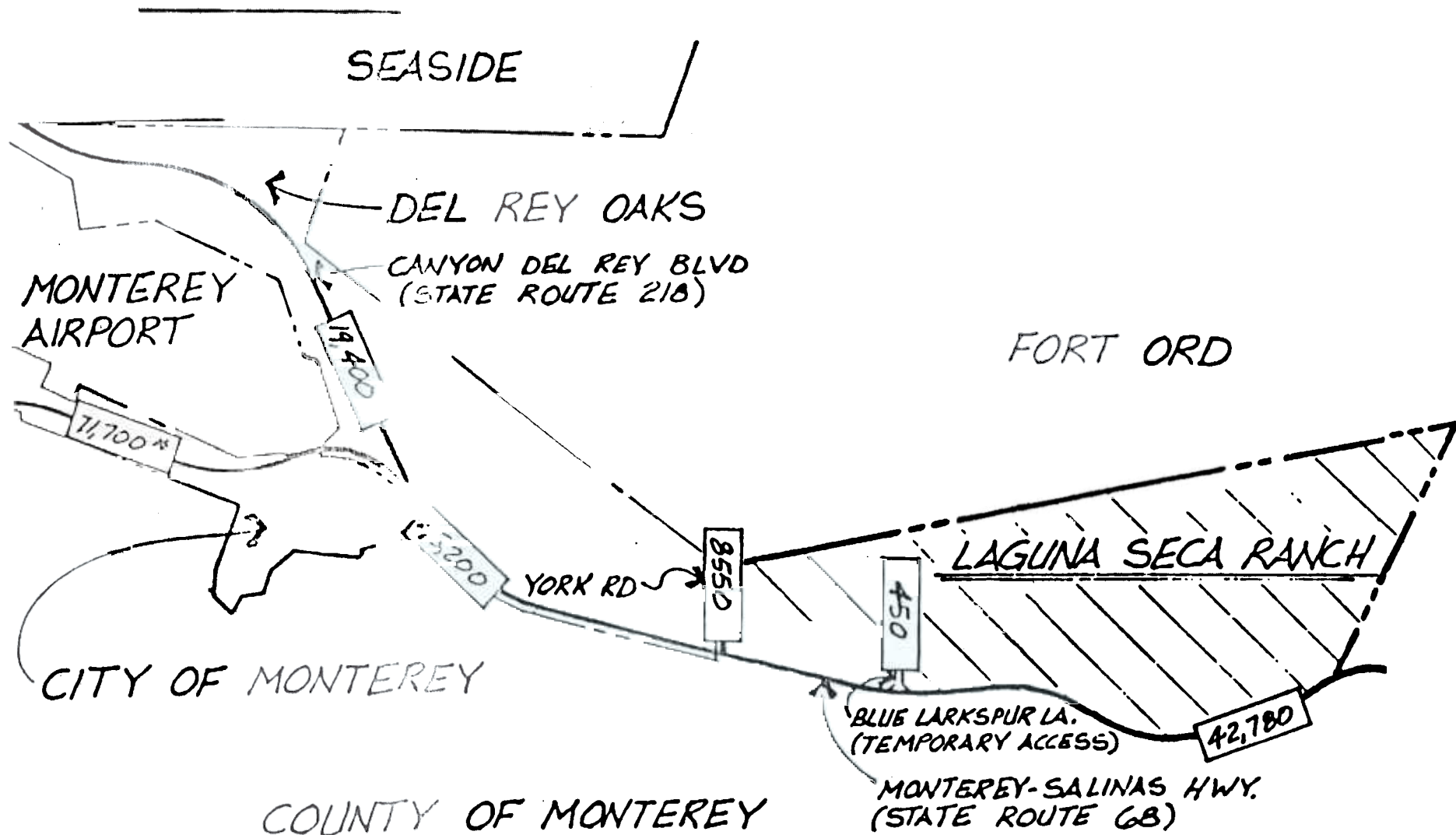
George W. Nickelson, Traffic Engineer, has pointed out in his Traffic Analysis of Laguna Seca Ranch (1981), that the magnitude of added development as projected by the TJKM Transportation Study may be grossly overstated. He indicated that the projected developments would represent a major increase in the employment and population characteristics of the entire County. Over 20,000 new jobs would need to be created along the Highway 68 corridor, as well as 3,400 new residential units (which, in themselves, could not balance the employment demand) in order to arrive at the 8,724 p.m. trip ends.

Furthermore, the projected developments in the TJKM study no longer exist because of the recent rejection of Monterey II. He concludes that the TJKM analysis is tenuous because the actual development along the Highway 68 corridor may be significantly less than projects currently proposed.

Freeway Plan Lines Plan Lines for future freeway construction have been adopted for the entire route between Monterey (Highway 1) and the end of freeway at River Road near Salinas. However, funding currently is unavailable and no specific forecast exists of the timing for conversion. A portion of the future right of way within the plan lines was granted as an easement to Monterey County by the owners of Laguna Seca Ranch at the recordation of the Laguna Seca Ranch Estates No. 2 Subdivision early in 1980.

will utilize as a
and is expected to add 700 vehicle trips per day to York Road,
with 1400 of these during the peak hour. The resulting turning
intersections with Highway 68 are shown on
Figure 18.

The preliminary plans for the freeway include an interchange to serve the Office Park development. This intersection at York Road, also will service Ryan Ranch and the east end of Monterra. The preliminary development plans include cooperation with the developers of Ryan Ranch in any necessary improvements to the present York Road/Highway 68 intersection.



Legend

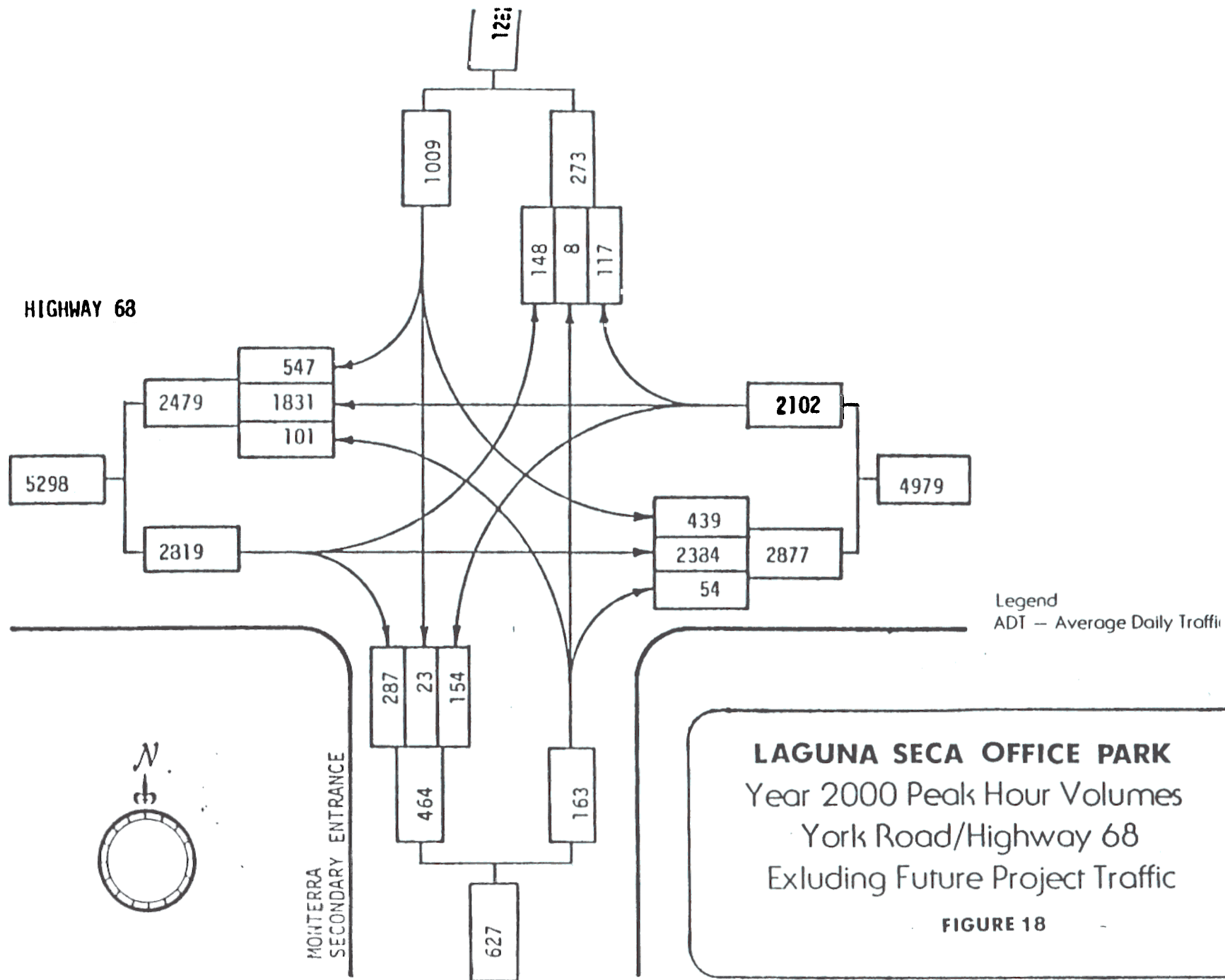
ADI - Average Daily Traffic East of Highway 68



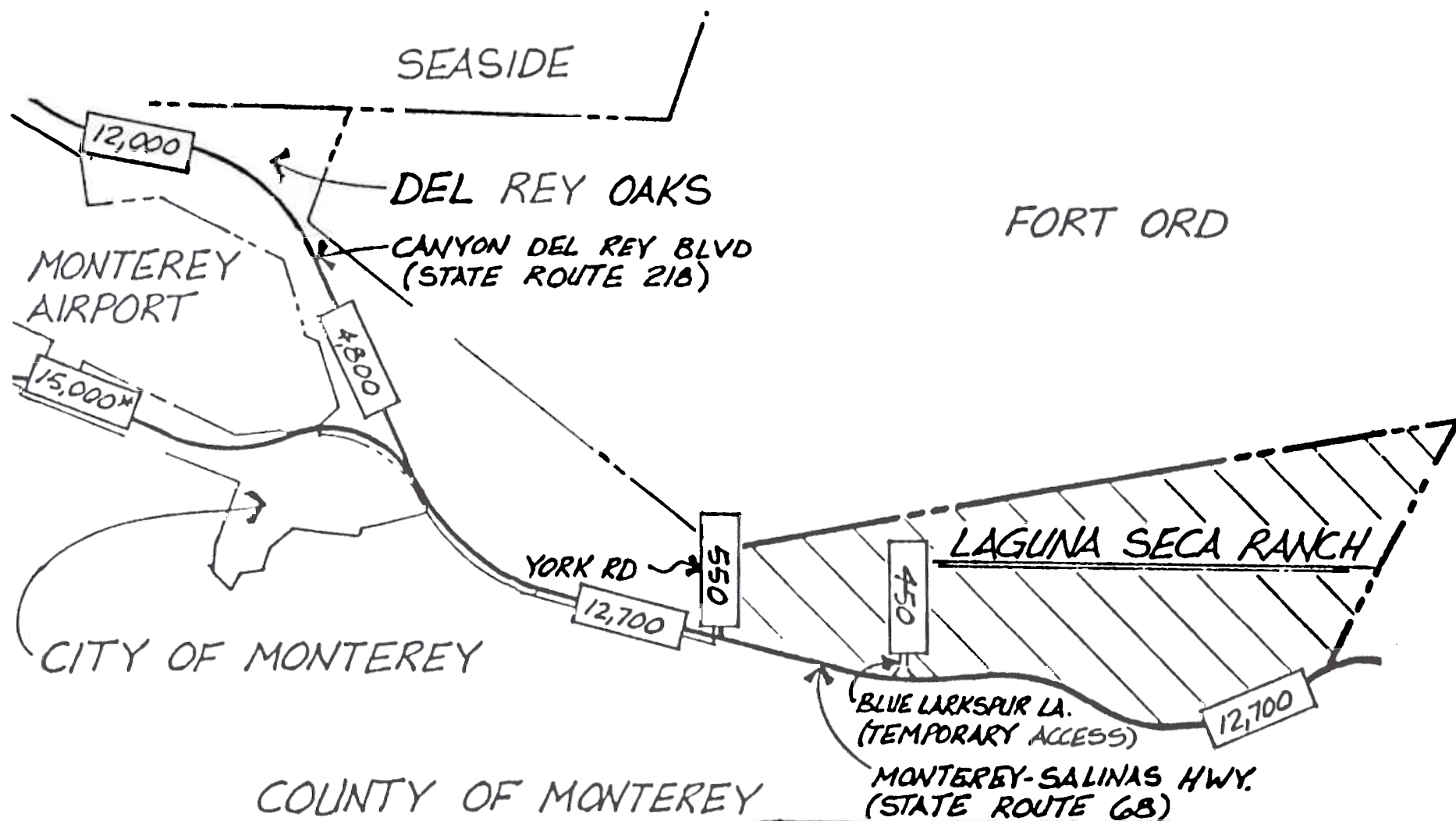
LAGUNA SECA OFFICE PARK

Traffic Flow Map
Year 2000 Volumes
Excluding Project Traffic

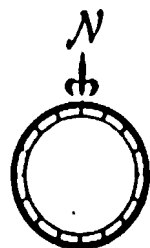
FIGURE 17



Source: William Dryden, Consulting Engineers



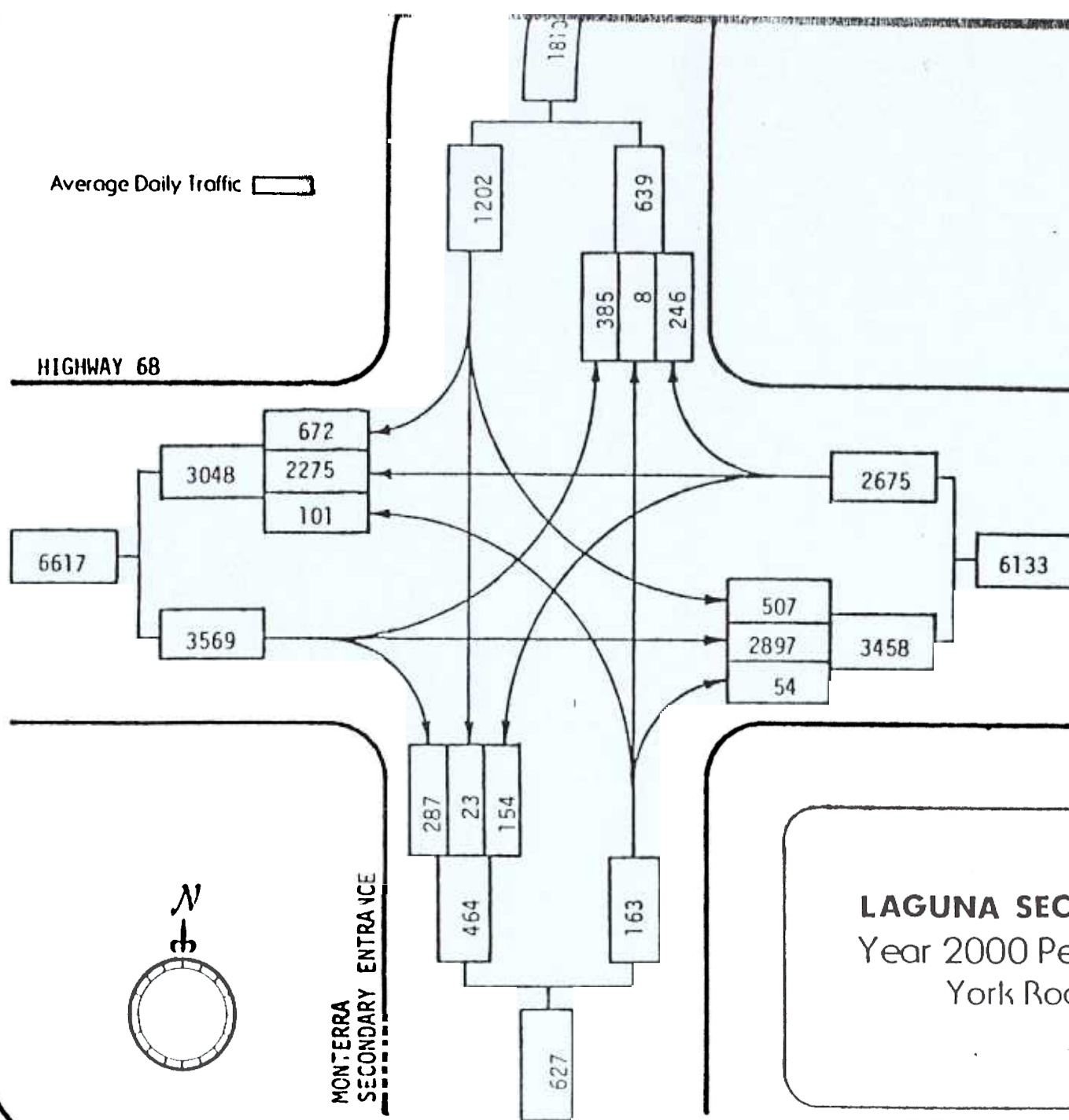
LEGEND
 ADT - Average Daily Traffic
 *Lost of Hwy 1



LAGUNA SECA OFFICE PARK

Traffic Flow Map
 1980 (Existing) Volumes

Fig. 19



Source: William Dryden, Consulting Engineers

Project Traffic Generation and Distribution

On-site access to the project site will be provided by York Road which is an existing entrance to the property. Blue Larkspur Lane will be closed to through traffic after development occurs.

According to both Traffic Engineers, Dryden and Nickelson, expected project-generated traffic is 3,120 trips per day and 3,900 average trips per day (ADT).

It has been pointed out by Carl Hooper, Project Engineer for Laguna Seca Office Park, that with a small change in transportation mode, the average trips per day could be reduced by 30% to approximately 2,500 average trips per day. He suggests that 20% of the employees would car pool, 10% would use buses and the remaining 70% use individual cars. Also included in the 2,500 ADT would be 400 customer trips per day. The breakdown would be as follows:

70% in individual cars	= 700 employees X 2.5 trips	= 1,750
20% in car pools	= 200 employees X 2.0 trips	= 400
10% in buses	= 100 employees X 0 trips	= 0
	200 customers X 2.0 trips	= 400
TOTAL TRIPS		= 2,550

Impacts

Traffic increases external to the project could include 85,120 vehicle trips added over the next 25 to 30 years from various developments near Laguna Seca Office Park plus about a two percent per annum increase due to regional growth.

The professional Office Park development will produce between 2,500 to 3900 average daily trips (ADT).

According to the TKJM Report, near the proposed Office Park Highway 68 presently operates at a D L.O.S., with a v/c ratio of .67. The expected level of service in the year 2000 on a proposed six-lane expressway will be F with a v/c ratio of 1.01 without project traffic.

Traffic signals will be warranted at the project entrance. Additional study of the necessary signal control and intersection geometrics will be required when the type of Highway 68 facility to be constructed is determined.

Additional examination of traffic control will be necessary at York Road/Blue Larkspur Road intersection at the time of development.

Mitigation Measures

Traffic signalization should be provided. Additional study is necessary for the intersection of York Road and Highway 68. Determination of signal phasing, location, timing and intersection geometrics will be required. It has been determined by Public Works that Larkspur Road will be closed.

48. Care should be taken to provide adequate sight distances at all on-site intersections.

Additional study by the County Public Works Department should be made of the usage of Ryan Ranch roads as access routes to Highway 218 from York Road.

Additional bus transit service should be provided to and from Monterey.

The Office Park business organizations should cooperate with one another to provide flexible or staggered business hours and to assist in the formation of carpools or vanpools.

2.8 Air Quality

The northern portion of the Salinas Valley, to which this area is connected, is considered a part of the same air basin as all of the coastal areas of Monterey County. It is identified as the North Central Coast Air Basin. Motor vehicles are the largest source of gaseous pollutants in the North Coastal basins. Carbon monoxide, nitrogen oxides and hydrocarbons comprise the basic category of air pollutants emitted from automobiles. Though the emissions from a particular car do not seem exorbitant, it is the volume which accounts for the pollution potential.

Under the Federal Prevention of Significant Deterioration Program (PSD), areas which are maintaining federal air quality standards currently are being classified. Monterey County presently fails to meet standards designated as Non-Attainment Areas, and is required to prepare a Non-Attainment Plan. A Non-Attainment Plan has been prepared by the Association of Monterey Bay Area Governments (AMBAG); it proposes general measures regarding traffic flow and transit services which should enable this district to meet federal standards by 1982. In addition, general policies pertaining to mobile-source and land-use controls are suggested. Although there are no specific policies for North Monterey County, the plan recommends that all large residential developments be reviewed by AMBAG according to the A95 review process.

Forest Management Plan
LOT 5, LAGUNA SECA OFFICE PARK

Prepared for:

McIntosh Enterprises

Prepared By:

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September 13, 2011

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Purpose:

To satisfy an agreement between the landowners and the County of Monterey that a Forest Management Plan (FMP) be prepared, submitted and approved for the proposed development on this parcel.

Goal:

To offset any potential impacts of proposed development on the property, while encouraging forest stability and perpetuating the forested character of the property.

Management Objectives:

Minimize erosion in order to prevent soil loss and siltation
Preserve natural habitat including native forest, understory vegetation and associated wildlife
Prevent forest fire
Preserve scenic forest canopy as located within the Critical Viewshed (any public viewing area).
Preserve landmark trees to the greatest extent possible as defined below.

Project Description

This project involves the construction of a two-story professional office building consisting of 20,350 gross square feet (16,245 s.f. net leasable). Two parking areas are provided on site consisting of a total of 66 parking stalls.

This Forest Management Plan reviews the proposed development and provides professional forestry recommendations to preserve the forest to the greatest extent feasible.

Site Description

1) Assessors Parcel Number:

173-121-005

2) Location:

The East side of Citation Court approximately 300 feet north of the intersection with Blue Larkspur Lane.

3) Parcel Size:

1.924 acres

4) Existing Land Use:

Undeveloped open space zoned for commercial office.

5) Slopes:

The majority of the parcel is flat to gently sloping (0-10%), heading northerly up to 25% and to the east perimeter 35%.

6) Soils:

Soils onsite are of the Santa Ynez series. These are moderately well drained soils that formed on terraces in alluvium derived from sandstone and granitic rock. In a representative profile the surface layer is grayish brown and gray, medium acid fine sandy loam about 16 inches thick. The subsurface layer is light brownish gray, medium acid fine sandy loam 2 inches thick. The subsoil is gray and grayish brown, medium acid to mildly alkaline clay and clay loam 25 inches thick. The substratum is light gray, moderately alkaline sandy clay loam. Rooting depth can be as deep as 60 inches or more, but some roots are restricted to a depth of 15-30 inches by the clay subsoil. On the Soil Survey of Monterey County prepared by the USDA, Soil Conservation Service, this soil is mapped as "ShE".

7) Vegetation:

The vegetative type of the parcel is Native Oak Woodland. The over story is primarily Coast Live Oak (*Quercus agrifolia*). There are a few Monterey Pines (*Pinus radiata*), which are not natives but likely have reseeded from previous plantings of surrounding woodlands. The native understory ground cover consists of Coyote Bush (*Baccharis pilularis*), Coffeeberry (*Rhamnus californica*), Poison Oak (*Toxicodendron diversilobum*), and various grasses and forbs. There was also invasive, non-native Ice Plant (*Carpobrotus chilensis*).

8) Forest Condition and Health:

This area was regularly burned over by the Native Americans prior to occupation by Europeans. Over the last 3 decades the property has been cleared by hand and tractor. There are pruning cuts evident, most of recent vintage indicative of crown raising.

The Oak trees are generally healthy with full crowns ten to thirty feet tall. Color of the leaves is normal. There was no indication of disease vectors such as Sudden Oak Death (*Phytophthora ramorum*), nor were Bay Laurel trees present (*Umbellularia californica*) which is a common host. Coffeeberry is present which is a host species. No other common diseases of Oaks were noted such as oak root fungus (*Armillaria mellea*), oak bark beetles (*Pseudopityophthorus* spp.) or oak ambrosia beetles (*Monarthrum* spp.).

The Monterey Pines had no evidence of pine pitch canker (*Fusarium circinatum*) or red turpentine beetles (*Dendroctonus valens*).

9) Tree Inventory Data:

Tree inventory data was originally mapped and compiled by Bestor Engineers. I field checked the locations and measurements and they were generally accurate. I did make a few changes. Changes were mostly due to different interpretations of what constituted a single tree with multiple stems or a group of trees. It is not a significant difference. Professional protocol varies, but my standard is that if a tree forks more than one foot above the ground line it is a single tree with multiple stems.

There were a total of 65 Coast Live Oak trees on the parcel. The diameter breakdown is as follows:

Seven trees 2-5 inches in diameter.

Twenty-seven trees 6-10 inches in diameter.

Twenty-four trees 11-20 inches in diameter.

Seven trees 21-32 inches in diameter.

There were 4 Monterey Pines on the parcel. Diameters were as follows: 4", 6", 14", and 15".

TREE REMOVALS

Every consideration was made to preserve as many trees as possible while still creating a feasible development proposal. Considering the distribution of the forest and the landowners desire to build on the parcel, it is not possible to forgo cutting protected trees. The parcel is zoned for commercial office space. Only trees that hinder construction of the driveway, parking lot, office building or infrastructure will be removed.

The needs of the project require the removal of the following trees:

OAKS: (diameter breakdown):

2-5 inches – 3 trees

6-10 inches – 19 trees

11-20 inches – 17 trees

21-32 inches – 4 trees

MONTEREY PINE

None to be removed.

This makes a total of 43 trees requiring removal. Only one landmark tree (greater than 24 inches in diameter) will be removed.

Branches and root wads may be chipped and used as mulch for landscaping, piled and burned in accordance with State and local fire protection authorities, or hauled to a refuse disposal site.

The health of trees remaining should not be affected if the following practices are adhered to:

- A) Do not deposit any fill around trees, which may compact soils and alter water and air relationships. Fill placed within the drip-line may encourage the development of oak rot fungus (*Armillaria mellea*).
- B) Excavation contractor shall be careful not to damage stems and/or exposed roots of trees with heavy equipment. If necessary, trees may be protected by boards, plastic fencing or other materials.
- C) When trees inside the area of development are removed, leave a high stump (24-36 inches) to aid in removal by mechanized equipment. Before excavating the stump and root system, first locate all roots close to the ground surface by visual inspection and probing with a shovel. These roots should be cut before trying to remove the stump. This will make stump removal easier and will insure minimal impact to other trees whose roots may be intertwined with the stump being removed.
- D) Avoid over-watering of remaining trees that may occur if turf or herbaceous plants are grown under the tree canopy. Native oaks are not adapted to summer watering and may develop crown or root rot as a result. Do not irrigate within the dripline of oaks.
- E) The trees remaining near the structures will be bounded by impermeable surfaces. Although these trees should survive, the change in the ground surface underneath the dripline of these trees may affect their long-term health due to a decrease in water availability. These trees should be monitored for any external indicators of stress. If such indicators appear, a professional forester or certified arborist should evaluate the tree for possible removal.

- F) All trees scheduled for preservation shall be temporarily fenced during construction. Plastic fencing should surround trees as far from the trunk as possible when heavy equipment is operated nearby. This will protect as much soil around the base of trees from compaction and increase awareness to operators that fenced trees are to be protected. Fencing shall be installed prior to the issuance of building or grading permits. Generally, fencing shall be placed at the edge of the root zone. The root zone is determined to be that area located within a radius that is 15 times the diameter of the trunk. At no time shall the fencing be located closer than 3' away from the trunk of the tree, or further than 3' away from the proposed building wall line, foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk. Fencing shall be of sturdy construction and be of a color that is highly visible for operator benefit. The minimum height shall be 4'. Fenced-off areas shall not be used for material stockpile, storage or vehicle parking. Dumping of materials, chemicals, or garbage shall be prohibited within the fenced areas. Fenced areas shall be maintained in a natural condition and not impacted. Removal of fencing shall only be approved by the County of Monterey Planning Department. All trees required to be fenced shall be clearly marked with flagging or other identifying mark. The marking is required to notify City inspectors that the subject tree or trees are to be fenced at all times during construction.
- G) Prior to the start of construction, all Monterey Pine trees scheduled for preservation shall have the lower 8' sprayed with lindane, or sevin, in light oil and then wrapped with plastic to reduce the potential for infestation of Red Turpentine Beetles. Unseasoned lumber or freshly cut pine stumps release an attractant, which draws the beetles to the site. The plastic wrap and spray are used to control beetle attacks. Plastic wrap shall remain on the tree throughout the construction period.
- H) Utility and drain lines shall be located outside the root zone (identified in #2) of all trees to be retained. In cases where alternative routes are not available, utility conduit, pipe, wire, and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed 2" in diameter. In no case shall utility lines be permitted within 6' from the trunk.
- I) All approved construction, trenching, or grading within the root zone of retention trees shall observe the following minimum tree protection standards:
- Hand trenching at point or line of grade cuts closest to the trunk to expose major roots. In cases where rock or unusually dense soils prevent hand trenching, mechanical excavation may be approved on a case specific basis by the planning department, provided that work inside the dripline is closely supervised by the applicant to prevent tearing or other significant damage to major roots.
 - Exposed major roots shall be cut with a saw to form a smooth surface and avoid tearing or jagged edges.
 - Absorbent tarp or heavy cloth fabric shall be placed over new grade cuts where roots are exposed and secure by stakes. 2"-4" of compost or wood chip should then be applied over the tarp for moisture retention. The tarped areas shall be thoroughly watered twice a week until back filling is accomplished. At the time of back filling the tarp shall be removed because research shows that buried tarp material tends to wick moisture from the ground into the atmosphere and may incidentally degrade the roots, which have been protected.
 - Wherever feasible, foundations within a root zone shall be of post and beam construction to eliminate root pruning or removal.
 - Planting beneath retained trees shall take into consideration watering requirement of the tree to prevent damage from over or under watering. Planting beneath oak trees should be avoided. At a minimum, all new irrigation should be directed away from the trunks of oak trees. Do not plant lawns within the root zones of oak trees.

ISSUES COUNTY REQUESTED TO BE ADDRESSED

1. Due to the size and slope of the parcel there is little flexibility in design to retain additional trees. Long term maintenance of residual trees and minimizing removals is addressed in this plan.
2. The following policies have been reviewed in preparation of this plan:
 - a. Monterey County Code - Section 21.64.260
 - b. Greater Monterey Peninsula Area Plan
 - c. Oak Woodlands Conservation Act (PRC Section 21803.4).

The Oak Woodlands Conservation Act addresses protection and land conversion of trees in the genus *Quercus*. This is the primary tree species located on the parcel. It requires protection and mitigation for removal of any Oak tree greater than 5 inches in diameter.

The Greater Monterey Peninsula Area Plan is part of the Monterey County General Plan. It is a long range-planning document that addresses all aspects of future growth, development and conservation. The Plan describes the natural resources of the Monterey Peninsula and identifies constraints for development. Implementation of the plan requires development of ordinances for protection of resources and ongoing review. The ordinances include zoning regulations, subdivision regulations, and individual project review under the California Environmental Quality Act.

Monterey County Code Section 21.64.260 addresses preservation of oaks and other protected trees. The purpose of the Ordinance is to provide regulations for protection and preservation of such trees. The threshold diameter size for this code is 6 inches. We have exceeded these standards by addressing all trees 2 inches and larger

This entire document addresses all of these topics in detail and is designed to conserve and protect the trees long term. Because of the extent of the development, it is impossible to plant one for one all Oaks removed without creating an unhealthy overcrowded stand. Depending on the landscape plan, it may be possible to plant as many as 10 Coast Live Oaks on site. Mitigation for additional removals should be by planting offsite or contributing to the Oak Woodlands Conservation Fund as determined by the regulating bodies.

It is not appropriate at this time to designate replanting areas. There is limited residual space and the landscape plan will dictate what areas are available for planting. In general, any treeless areas where there is a 15-foot diameter circle are appropriate candidates.

The surrounding undeveloped landscape has many acres of undeveloped Oak Woodland. Prevailing sun/wind exposure has little relevance to replanting and maintaining the residual forest. The soils, rainfall, and sun/wind exposure are well adapted to continuation of the Oaks.

Agreement by Landowner:

The following standard conditions are made a part of all Forest Management Plans:

A. Management Objectives

1. Minimize erosion in order to prevent soil loss and siltation.
2. Preserve natural habitat including native forest, understory vegetation and associated wildlife.
3. Prevent forest fire.
4. Preserve scenic forest canopy as located within the Critical Viewshed (any public viewing area).
5. Preserve landmark trees to the greatest extent possible as defined below.

B. Management Measures

1. Tree Removal: No tree will be removed without a Forest Management Plan or an Amended Forest Management Plan.
2. Application Requirements: Trees proposed for removal will be conspicuously marked by flagging or by paint. Proposed removal of native trees greater than six inches will be the minimum necessary for the proposed development. Removal not necessary for the proposed development will be limited to that required for the overall health and long term maintenance of the forest, as verified in this plan or in subsequent amendments to this plan.
3. Landmark Trees: All landmark trees will be protected from damage if not permitted to be removed as a diseased tree, which threatens to spread the disease to nearby healthy trees or as a dangerous tree, which presents an immediate danger to human life or structures.
4. Dead Trees: Because of their great value for wildlife habitat (particularly as nesting sites for insect eating birds) large dead trees will normally be left in place. Smaller dead trees will normally be removed in order to reduce the fire hazard. Dead trees may be removed at the convenience of the owner.
5. Thinning: Trees less than two inches diameter breast height may be thinned to promote the growth of neighboring trees, without first developing a Forest Management Plan.
6. Protection of Trees: All trees other than those approved for removal shall be retained and maintained in good condition. Trimming, where not injurious to the health of the tree, may be performed wherever necessary in the judgment of the owner, particularly to reduce personal safety and fire hazards.
7. Retained trees, which are located close to the construction site, shall be protected from Inadvertent damage by construction equipment through wrapping of trunks with protective materials, bridging or tunneling under major roots where exposed in foundation or utility trenches and other measures appropriate and necessary to protect the well being of the retained trees.
8. Fire prevention: In addition to any measures required by the local California Department of Forestry, the owner will:
 - A) maintain a spark arrester screen atop each chimney
 - B) maintain spark arresters on gasoline powered equipment
 - C) establish a "greenbelt" by keeping vegetation in a green growing condition to a distance of at least 25' feet around the structures
 - D) break up and clear away any dense accumulation of dead or dry underbrush or plant litter, especially near landmark trees and around the greenbelt.
9. Use of fire (for clearing, etc.): Open fires will be set or allowed on the parcel only as a forest management tool under the direction of the Department of Forestry authorities, pursuant to local fire ordinances and directives.
10. Clearing Methods: Brush and other undergrowth, if removed, will be cleared through methods, which will not materially disturb the ground surface. Hand grubbing, tractor crushing and mowing will normally be the methods of choice

11. Irrigation: In order to avoid further depletion of groundwater resource, prevent root diseases and otherwise maintain favorable conditions for the native forest, the parcel will not be irrigated except within developed areas. Caution will be exercised to avoid over watering around trees.
12. Exotic Plants: Care will be taken to eradicate and to avoid introduction of the following pest species:
 - A) Pampas Grass
 - B) Genista (Scotch broom, French broom)
 - C) Eucalyptus (large types)
 - D) Thistles

Amendments

The County of Monterey Director of Planning may approve amendments to this plan, provided that such amendments are consistent with the provisions of the discretionary permit or building submittal. Amendments to this Forest Management Plan will be required for proposed tree removal not shown as part of this Plan, when the proposed removal falls within the description of a Forest Management Plan or Amendment to an existing Forest Management Plan.

Amended Forest Management Plan

- A) An amended forest Management Plan shall be required when:
 1. A forest Management Plan for the parcel has been previously approved by the County of Monterey Director of Planning.
 2. The proposed tree removal as reviewed as part of a development has not been shown in the previously approved Forest Management Plan
- B) At a minimum, the Amended Forest Management Plan shall consist of:
 1. A plot showing the location, type and size of each tree proposed for removal, as well as the location and type of trees to be replanted.
 2. A narrative describing reasons for the proposed removal, alternatives to minimize the amount and impacts of the proposed tree removal, tree replanting information and justification for removal of trees outside of the developed area, if proposed.

Compliance

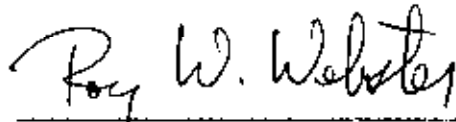
It is further understood that failure to comply with this Plan will be considered as failure to comply with the conditions of the Use Permit.

Transfer of Responsibility

This plan is intended to create a permanent forest management program for the site. It is understood, therefore, that in the event of a change of ownership, this plan shall be as binding on the new owner as it is on the present owner. As a permanent management program, this Plan will be conveyed to the future owner upon sale of the property.

Lot 5, Laguna Seca Office Park Forest Management Plan

REPORT PREPARED BY:



ROY W. WEBSTER, RPF#1765,
ISA Certified Arborist # WE6314A

9-19-11

DATE

RECOMMENDATIONS AGREED TO BY LANDOWNER

MCINTOSH ENTERPRISES

DATE

FOREST MANAGEMENT PLAN APPROVED BY:

DIRECTOR OF PLANNING DEPARTMENT

DATE

Keith Higgins

Traffic Engineer

September 25, 2019

Dale Ellis
Anthony Lombardo & Associates
144 West Gabilan Street
Salinas, CA 93901

Re: Laguna Seca Apartments Traffic Study Update, Monterey County, California

Dear Dale:

As requested, this provides traffic volume data on Blue Larkspur Lane, York Road and Highway 68 for the proposed 15-unit apartment project on Blue Larkspur Lane in the Laguna Seca Office Park (LSOP) in Monterey County, California. The current letter report, dated November 5, 2018 (included as **Appendix A**), focused on changes in traffic generation if the project site (Lot 5) as well as lots 2-4, 6 and 7 in the Office Park were developed as residential versus office.

The scope of work includes the following tasks.

1. 24-hour roadway segment volumes were collected for 3 days on Blue Larkspur Lane, immediately east of York Road and just west of 9833 Blue Larkspur Lane
2. Volumes on Wilson Road are referenced from recent traffic studies
3. Volumes on York Road are referenced from recent traffic studies
4. The contributions of traffic on York Road from the various sources are estimated
5. Traffic volumes on Highway 68 are referenced from Caltrans and compared with forecasts in the "Final Environmental Impact Report - General Plan Amendment for Laguna Seca Office Park Development," Scott Lefaver, AICP, March 1983 (LSOP EIR), which is included as an attachment to the November 5, 2018 traffic report.
6. Conclusions will be made regarding these comparisons and how they relate to the proposed project.

1. Blue Larkspur Lane Traffic Volumes

Blue Larkspur Lane traffic volumes were counted from Tuesday, September 17, 2019 through Thursday, September 19, 2019 immediately west of York Road and just west of 9833 Blue Larkspur Lane. They are summarized on **Attachment 1**. Raw traffic count data is included in **Appendix B**. Blue Larkspur Lane carries about 676 vehicles per day near 9833 Blue Larkspur Lane. This traffic is solely attributed to Laguna Seca Ranch Estates No. 1. The existing Laguna Seca Office Park currently adds about 1,571 daily trips, 155 AM peak hour trips and 136 PM peak hour trips. This results in a total of 2,247 daily trips, 211 AM peak hour trips and 190 on Blue Larkspur Lane just east of York Road. As indicated on **Attachment 2**, Laguna Seca Ranch Estates1 represents about 30% and Laguna Seca Office Park represents 70% of traffic on Blue Larkspur Lane.

The LSOP EIR does not provide a traffic forecast for Blue Larkspur Lane. However, as indicated on **Attachment 3**, the LSOP EIR, page 68, estimates that the Laguna Seca Office Park would generate about 525 PM peak hour trips. All of this would be added to the 54 trips from Laguna Seca Ranch Estates 1, for an estimated total of 579 PM peak hour trips. The current PM peak traffic from LSOP plus Laguna Seca Ranch Estates No. 1 is 190. The buildout of Laguna Seca Office Park with office uses would generate about 136 additional PM peak hour trips above current levels, which results in a total of about 326 PM peak hour trips. The buildout of Laguna Seca Office Park with apartments uses would generate about 67 additional PM peak hour trips above current levels, which results in a total of about 257 PM peak hour trips.

Attachment 3 also indicates that the Laguna Seca Office Park was estimated to generate about 3,120 trips per day. All of this would be added to the 676 daily trips from Laguna Seca Ranch Estates 1, for a total of 3,796 daily trips. The buildout of Laguna Seca Office Park with office uses would generate about 1,223 additional trips above current levels, which results in a total of about 3,470 daily trips. The buildout of Laguna Seca Office Park with apartments uses would generate about 878 additional trips above current levels, which results in a total of about 3,125 daily trips.

Conclusion: It is evident that Blue Larkspur Lane will carry lower traffic volumes than originally anticipated in the LSOP EIR whether the Laguna Seca Office Park is built out completely as offices or includes apartments on Lots 2 through 7. In addition, apartments will result in lower traffic volumes on the surrounding streets than office uses, thus having a lesser impact on Blue Larkspur Lane.

2. York Road Traffic Volumes

York Road traffic volumes are referenced from the "Final SR 68 Scenic Highway Plan," Transportation Agency for Monterey County, August 2017. **Attachment 1** provides traffic volumes between Highway 68 and Wilson Road, the eastern entrance to Ryan Ranch, as well as York Road north of Wilson Road. The volumes north of Wilson Road are estimated based on subtracting Blue Larkspur Lane and recent Wilson Road counts from York Road volumes between Highway 68 and Wilson Road. This is only provided as a means of determining the amount of traffic from each development area served by York Road.

York Road currently carries about 7,600 vehicles per day with about 700 in the PM peak hour. **Attachment 2** indicates that about 9% of existing traffic is from Laguna Seca Ranch Estate 1, 21% from Laguna Seca Office Park, 55% from Ryan Ranch Office Park, and 16% from York School, Laguna Seca Golf Ranch and Laguna Seca Ranch Estates 2. Ryan Ranch Office Park represents more than half of the total traffic on York Road north of Highway 68.

As indicated on **Attachment 3**, the LSOP EIR, page 68, estimated that York Road would carry about 9,000 daily trips with 1,810 PM peak hour trips in the Year 2000. That estimate included "Monterey II," which was a very aggressive development plan for the Highway 68 corridor that will not occur. All of the "Monterey II" properties have been developed at far lower intensities or will not be developed at all. Currently, York Road carries about 7,600 daily trips with 700 PM peak hour trips. With the buildout of Laguna Seca Office Park as offices, the totals would increase to about 8,823 daily trips with 836 in the PM peak hour. With the buildout of Lots 2 through 7 as apartments, the totals would increase to about 8,478 daily trips with 767 in the PM peak hour. Either alternative would result in slightly lower daily trips and substantially lower PM peak hour trips than were projected in the LSOP EIR.

Dale Ellis
September 25, 2019

The PM peak hour estimates in the LSOP EIR assumed about 20% of daily traffic would occur in the PM peak hour, which is extremely conservative. About 9.5 % of daily traffic actually occurs in the PM peak hour. Traffic mitigations are generally based on peak hour traffic operations, so the current and anticipated peak hour trips will be less than one-half of the 1983 forecasts. Again, the Laguna Seca Office Park apartment proposal will have less impact than offices.

3. Highway 68 Traffic Volumes

Attachment 1 provides traffic volumes on Highway 68. Highway 68 daily traffic volume of 24,800 is referenced from "Caltrans 2017 Traffic Volumes", accessed at <https://dot.ca.gov/programs/traffic-operations/census/traffic-volumes/2017>. Traffic Volumes are currently not available for 2018. However, the 2014 volume for this section of Highway 68 is 23,600 (the most recent other volumes on the Caltrans website). Traffic volumes increased about 5% over the 3-year period. This is an annual increase of about 1.7%. Interestingly, the 1998 volume was 23,500. The 20-year trend is about 0.3% growth per year. The 1980 ADT on Highway 68 was 12,700. Traffic volumes have doubled over the last 39 years. This is an annual growth rate of about 2.4%.

The PM peak hour traffic volume on Highway 68 are referenced from the "Final SR 68 Scenic Highway Plan," Transportation Agency for Monterey County, August 2017. The counts were conducted in February 2016. The volumes are increased 10% to account for seasonality and 3 years of traffic growth.

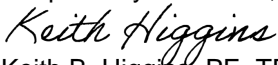
Attachment 3 indicates that the Year 2000 forecast in the LSOP EIR was 42,780. Again, this was based on the aggressive Monterey II land use forecasts. Current (2019) traffic volumes are only 40% of what was estimated. The LSOP EIR was very conservative and overestimated impacts from long term development. **Attachment 3** also indicates that apartments on Lots 2 - 7 would have less impacts on Highway 68 than offices.

4. Summary and Conclusions

The following is a summary of the report conclusions.

1. Traffic volumes on Blue Larkspur Lane and York Road and Highway 68 are less than LSOP EIR forecasts. They will continue to be lower with buildout of the Laguna Seca Office Park with offices or apartments.
2. The Laguna Seca Office Park currently represents about 70% of traffic on Blue Larkspur Lane and 21% of traffic on York Road.
3. Highway 68 traffic volumes are about 40% less than the volume expected by the Year 2000 in the LSOP EIR.
4. Apartments on Lots 2 through 7 will have lower trip generation and less impacts on Blue Larkspur Lane, York Road and Highway 68 than offices. This does not account for the possibility of apartment residents to work in Laguna Seca Office Park, Ryan Ranch Office Park or other nearby employment centers and use of public transportation or other alternatives.

If you have any questions, please do not hesitate to contact me. Thank you for the opportunity to assist you.

Respectfully submitted,

Keith B. Higgins, PE, TE
Attachments

Attachment 1
Laguna Seca Office Park Vicinity
Existing Daily Traffic Volumes

Street	Count Days	Count Dates	Count Adjustment	Weekday Daily Average	AM Peak Hour		PM Peak Hour	
					Volume	% of Daily	Volume	% of Daily
Blue Larkspur Lane								
West of 9833 Blue Larkspur Lane	Tuesday - Thursday	9/17-9/19/19	None	676	56	8.3%	54	8.0%
East of York Road	Tuesday - Thursday	9/17-9/19/19	None	2,247	211	9.4%	190	8.5%
Wilson Road								
West of York Road	Tuesday - Thursday	7/23-7/25/19	None	4,174	406	9.7%	396	9.5%
York Road								
North of Wilson Road	Estimate - York Rd N of Hwy 68 minus Blue Larkspur and Wilson			1,179	105	8.9%	114	9.7%
North of Highway 68	Wednesday	2/23/2016	1.10	7,600	722	9.5%	700	9.7%
(Allowance for seasonal adjustment and 3 years growth)								

Attachment 2
Contributors to Traffic on Nearby Local Streets

Development	Daily Traffic Generated	Percent Contribution to York at Hwy 68	Percent Contribution to Blue Larkspur
Laguna Seca Ranch Estates 1	676	9%	30%
Laguna Seca Office Park	1,571	21%	70%
Ryan Ranch Office Park	4,174	55%	N.A.
York School, Laguna Seca Golf Ranch and Laguna Seca Ranch Estates 2	1,179	16%	N.A.
Total York Road Between Hwy 68 and Wilson	7,600	100%	N.A.

Attachment 3
Actual versus 1980 EIR Forecast
PM Peak Hour Traffic Volumes

Street	PM Peak Hour Volume				Average Daily Traffic			
	1983 EIR Year 2000 Forecast	Year 2019 Actual	With Lot 2-7 Buildout		1983 EIR Year 2000 Forecast	Year 2019 Actual	With Lot 2-7 Buildout	
			Office	Apartments			Office	Apartments
Project-Generated Traffic			136	67			1,223	878
Blue Larkspur Lane								
West of 9833 Blue Larkspur Lane	N.A.	54	54	54	N.A.	676	676	676
East of York Road	579	190	326	257	3,796	2,247	3,470	3,125
Wilson Road								
West of York Road	N.A.	396	396	396	N.A.	4,174	4,174	4,174
York Road								
North of Wilson Road	N.A.	114	114	114	N.A.	1,179	1,179	1,179
North of Highway 68	1,810	700	836	767	9,000	7,600	8,823	8,478
Highway 68	4,979	2,283	2,364	2,323	42,780	24,800	25,534	25,327

Notes: 1. EIR volumes are referenced from "Final Environmental Impact Report - General Plan Amendment for Laguna Seca Office Park Development," Scott Lefaver, AICP, March 1983

2. Blue Larkspur Lane 2000 Forecast is estimated by adding the project trip generation estimate of 525 PM peak hour trips and 3,120 vehicles per day referenced from the 1980 EIR page 68 to the 676 daily trips generated by Laguna Seca Ranch Estates No. 1.

3. The York Road 1983 EIR Year 2000 Forecast is includes the 450 ADT from the Blue Larkspur Lane connection to Hwy 68 added to the 8,550 York Road forecast in Figure 17 of the 1983 EIR.

Appendix A

Laguna Seca Lot 5 Apartments Trip Generation Study

Keith Higgins Traffic Engineer

November 5, 2018

Keith Higgins

Traffic Engineer

November 5, 2018

Alan Hendry, RA
Wald, Ruhnke & Dost Architects, LLP
2340 Garden Road, Suite 100
Monterey, CA 93940

Re: Laguna Seca Lot 5 Apartments Trip Generation Study, Monterey County, CA

Dear Alan,

As you requested, this is a trip generation study for the proposed Laguna Seca Lot-5 Apartments. The project involves the development of a 15-unit apartment on Lot 5, which is a 1.924-acre parcel designated for office development in the Laguna Seca Office Park in Monterey County, California.

The Environmental Impact Report (EIR) for the Laguna Seca Office Park is entitled, the "Final Environmental Impact Report – General Plan Amendment for the Laguna Seca Office Park Development," Scott Lefaver, March 1983 (1983 EIR), which was certified by the County of Monterey. The proposed development included a total of 27.8 acres of professional office park with 19 lots for office development plus two homes. The office park's building floor area was estimated to total 260,000 square feet. This is a floor area ratio of 9,352 square feet per acre. The traffic section of the 1983 EIR is included herein as Appendix A. A total of 13 lots have been developed.

The original Office Park had traffic mitigations and development conditions that were satisfied allowing for development of the Park as individual parcels with office buildings. The proposed apartment requires an amendment to the existing development permits, which includes ascertaining whether the current proposal will represent new traffic impacts. This is the purpose of this study, which determines if the current proposal will generate more trips than predicted in the 1983 EIR.

This study first summarizes the trip generation for the originally proposed office park as documented in the 1983 EIR. This estimate is then compared with a trip generation estimate using the current "Trip Generation Manual," Institute of Transportation Engineers (ITE), 10th Edition, 2017. The trip generation for Lot 5, the site of the proposed apartment, is then estimated for both the proposed apartment and for the site developed as the originally approved professional office.

1. The County of Monterey has requested a trip generation estimate if other currently undeveloped lots also are developed as apartments rather than offices. This would include Lots 2,3,4,6 and 7 in addition to Lot 5. This potential development scenario is discussed in Section 4 of this

letter. **Trip Generation Estimate for Originally Proposed Office Estimated in Original EIR**

On page 68, paragraph 2, in Appendix A, Dryden and Nichol森, 1983 EIR traffic consultants, conservatively estimated that the Laguna Seca Office Park would generate between 3,120 and 3,900 daily trips. The project civil engineer, Carl Hooper, optimistically estimated that the project would have robust carpooling and transit usage that would reduce the net daily trip total to 2,550. Paragraph 6 of page 68 concludes that the project would generate between 2,500 and 3,900 trips per day. This is summarized in Section A of the trip generation spreadsheet on **Table 1**. Incidentally, I prepared the traffic study in 1982 when employed by William G. Dryden.

2. Trip Generation Estimate for Originally Proposed Office Park Using Current ITE Rates

Section B of **Table 1** indicates that the originally proposed professional office land use would be expected to generate 2,700 daily trips, including 19 for the two single family homes included in the project. At Buildout, the office park would be expected to generate about 2,681 daily trips with 303 AM peak hour trips and 284 PM peak hour trips. The daily total using current ITE rates is at the lower end of the range predicted in the 1983 EIR. Current ITE rates corroborate the trip generation estimate used in the EIR, which is actually higher than expected using current ITE rates by as much as 44%.

3. Trip Generation Estimate for Lot 5 as Apartments Compared With Office

Section C of **Table 1** indicates that the proposed 15-unit apartment is expected to generate about 110 daily trips with 7 in the AM peak hour and 8 in the PM peak hour. Lot 5 has a land area of 1.924 acres. Based on a site study by your firm, the site could accommodate a 22,245 square foot office building. Using standard ITE trip rates, this would be expected to generate about 229 daily trips with 26 in both the AM and PM peak hours.

Section C indicates that the apartment building will generate about 120 less daily trips, 19 less AM peak hour trips and 17 less PM peak hour trips than expected from an office building. This is based on trip rates that would result in an estimate of 2,700 daily trips for the Office Park. The currently proposed apartments will generate far less traffic when compared to the conservative rates estimated in the 1983 EIR.

4. Trip Generation Estimate for Remaining Undeveloped Parcels (Lots 2 Through 7) as Apartments Compared With Office

Section D of **Table 1** provides an estimate of trip generation with the development of Lots 2 through 7 as apartments rather than the previously anticipated offices. This includes the proposed project on Lot 5. **Table 2** provides a breakdown of the office floor area that could be developed on each of the 19 lots. Lots 2 through 7 are currently undeveloped. The conversion of Lot 5 from offices to apartments could be the precedent for the conversion of the remaining

Alan Hendry, RA
November 5, 2018

vacant parcels (Lots 2,3,4,6 and 7). The total office building floor area for the six undeveloped parcels is estimated to be 118,570 square feet. To be conservative, it is also assumed that a total of 120 apartments could be developed in place of offices. This is a ratio of 988 square feet of office per apartment. The ratio for Lot 5 is actually 1,483 square feet of office per apartment. In other words, applying the Lot 5 office floor area to apartment ratio to Lots 2 through 7 would result in only 80 apartments. Using standard ITE trip rates, the office buildings on Lots 2 through 7 would be expected to generate about 1,223 daily trips with 138 trips in the AM peak hour and 136 trips in the PM peak hour. The 120 apartments would generate about 878 daily trips with 55 in the AM peak hour and 67 in the PM peak hour. The apartment conversion on Lots 2 through 7 would generate 344 less daily trips, 82 less AM peak hour trips and 69 less PM peak hour trips than expected from an office building. The conversion from offices to apartments on Lots 2 through 7 would result in a reduction in traffic generated by the Laguna Seca Office Park.

5. Conclusion and Recommendation

It is evident that the currently proposed apartments will generate less traffic than an office building with the square footage originally envisioned for Lot 5. The conversion from offices to apartments on Lots 2 through 7 would also result in a reduction in traffic generated by the buildout of the Laguna Seca Office Park. The Office Park fulfilled its conditions of approval based on greater impacts than will actually occur for this parcel even if developed as Offices. On that basis there is no need for further study.

If you have any questions regarding this analysis, please do not hesitate to contact me at your convenience. Thank you for the opportunity to assist you with this project.

Sincerely,

Keith B. Higgins

Keith B. Higgins, PE, TE

enclosures

A. GENERATED TRIPS ESTIMATED IN 1983 EIR			
Laguna Seca Office Park EIR Daily Trip Generation Estimate (Pg 68, 2nd, 3rd and 5th paragraphs)	High Range	3,900	
	Mid-Range	3,120	
	Low Range	2,500	
Source: Final Environmental Impact Report – General Plan Amendment for the Laguna Seca Office Park Development," Scott Lefaver, March 1983, page 68			

B. GENERATED TRIPS BASED ON 2017 ITE RATES													
1. 2017 ITE Trip Generation Rates	ITE LAND USE CODE	DAILY TRIP RATE	AM PEAK HOUR				PM PEAK HOUR				PEAK % OF ADT	PEAK % OF ADT	% IN OUT
			PEAK HOUR RATE	PEAK % OF ADT	PEAK % IN	PEAK % OUT	PEAK HOUR RATE	PEAK % OF ADT	PEAK % IN	PEAK % OUT			
			ADT	ADT	ADT	ADT	ADT	ADT	ADT	ADT			
Single-Family Dwelling Unit (per unit)	210	9.44	0.74	8%	25%	75%	0.99	10%	63%	37%			
General Office (per 1,000 s.f. of gross floor area)	710	10.31	1.16	11%	86%	14%	1.15	11%	16%	84%			
Multi-Family Housing (per dwelling unit)	220	7.32	0.46	6%	23%	77%	0.56	8%	63%	37%			
2. Laguna Seca Office Park Trip Generation	PROJECT SITE	DAILY TRIPS	AM PEAK HOUR				PM PEAK HOUR				PEAK % OF ADT	PEAK % OF ADT	TRIPS IN OUT
			PEAK HOUR TRIPS	PEAK % OF ADT	PEAK % IN	PEAK % OUT	PEAK HOUR TRIPS	PEAK % OF ADT	PEAK % IN	PEAK % OUT			
			ADT	ADT	ADT	ADT	ADT	ADT	ADT	ADT			
Single-Family Dwelling Units	2 homes	19	1	5%	0	1	2	11%	1	1			
General Office	260,000 s.f.	2,681	302	11%	260	42	282	11%	45	237			
TOTAL:		2,700	303		260	43	284		46	238			

C. PROPOSED LOT-5 APARTMENT TRIP GENERATION COMPARISON WITH GENERAL OFFICE ALLOWANCE													
Laguna Seca Lot-5 Apartments	15 units	110	7	6%	2	5	8	8%	5	3			
General Office - 1.924 acres	22,245 s.f.	229	26	11%	22	4	26	11%	4	21			
Reduced Trip Generation from Apartments from General Office Allowance		(120)	(19)		(21)	2	(17)		1	(18)			

D. LOTS 2-7 APARTMENT TRIP GENERATION COMPARISON WITH GENERAL OFFICE ALLOWANCE													
Laguna Seca Lot2 2 through 7 Apartments	120 units	878	55	6%	13	43	67	8%	42	25			
General Office - 1.924 acres	118,570 s.f.	1,223	138	11%	118	19	136	11%	22	115			
Reduced Trip Generation from Apartments from General Office Allowance		(344)	(82)		(106)	23	(69)		21	(90)			

Notes:

1. Trip generation rates from Institute of Transportation Engineers (ITE), *Trip Generation Manual*, 10th Edition, 2017, unless otherwise noted.
2. The Laguna Seca Office Park EIR General Office building area estimate of 260,000 square feet assumes a floor area ratio of 21.4%, or 9,352 gross square feet of building floor area per acre for the 27.8 acres of R-3 (Office) lots.

LAGUNA SECA OFFICE PARK

Land Use Summary

LOT NUMBER	APN	PROPOSED RESIDENTIAL	ACTUAL SIZE BUILT OFFICE
1	173-121-001		8,810
2	173-121-002	22,014	
3	173-121-003	17,560	
4	173-121-004	22,620	
5	173-121-005	22,245	
6	173-121-006	18,236	
7	173-121-007	15,895	
8	173-121-008		7,444
9	173-121-009		12,200
10	173-121-010		14,472
11	173-121-011		12,113
12	173-121-012		12,010
13	173-121-013		18,905
14	173-121-014		10,617
15	173-121-015		11,317
16	173-121-016		18,425
17	173-121-017		5,471
18	173-121-018		7,498
19	173-121-019		13,696
TOTALS- Office Floor Area (S.F.)		118,570	152,978

Keith Higgins
Traffic Engineer

Table 2
Laguna Seca Office Park
Land Use Summary

Appendix A

1983 EIR Excerpts

FINAL
ENVIRONMENTAL IMPACT REPORT
GENERAL PLAN AMENDMENT
FOR THE
LAGUNA SECA OFFICE PARK
DEVELOPMENT
BASE MAP #17

MARCH 1983

Prepared for:

County of Monterey Planning Department

KIR # 80-109

PC-3734 (REZONING)

PC-3834 (GENERAL PLAN AMMENDMENT)

SUBD 755

Prepared by:

Scott Lefaver, A.I.C.P

565 Chapman Court

Santa Clara, California 95050

CERTIFIED AS FINAL EIR BY
MONTEREY COUNTY BOARD OF
SUPERVISORS ON FEB 22 1983

FINAL
ENVIRONMENTAL IMPACT REPORT
GENERAL PLAN AMENDMENT
FOR THE
LAGUNA SECA OFFICE PARK
DEVELOPMENT
BASE MAP #17

MARCH 1983

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Prepared for:

County of Monterey Planning Department

KIR # 80-109

PC-3734 (REZONING)

PC-3834 (GENERAL PLAN AMENDMENT)

SUBD 755

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1.2.2 Background

The proposed Office Park is owned by the Bishop, McIntosh and McIntosh partnership. A golf course adjacent to the Park is also owned by the partnership, but is under lease to Nick Lombardo. The school, 20 acres in the northwest corner, is owned by York School. Laguna Seca Ranch Estates No. 1, 46 lots on 39 acres near the southwest corner, is owned by 46 individuals or families, with appurtenant open space owned by a Home Owners Association. Laguna Seca Ranch Estates No. 2 (49 lots on 135 acres) was developed in 1980. Some lots in Unit 2 have been sold and several homes are under construction, however none have been occupied or completed as of August 1, 1982. The Laguna Seca Ranch was acquired by Frank Bishop in 1953; the subdivision was created in 1962, the York School in 1964, and the golf course in 1969. York Road, a 1500 foot long, 70 foot wide strip, is owned by the U.S. Government and is a part of Fort Ord.

1.2.3 Proposed Project Development

The proposed development consists of 260,000 square feet of office space located on 54 acres at the south westerly section of the Laguna Seca Ranch. The professional offices will include financial institutions and business offices to be developed on 19 lots ranging from .6 to 2.6 acres. The lots will be sold or leased for the construction of custom designed buildings. The Tentative Subdivision Map for this office park development is included as Figure 2.

The development also proposes two single family lots (20 and 21) to be located adjacent to the existing Ranch Estates No. 1. The probable gross office space (260,000 square feet) was calculated at an average of 20% ground coverage, with 10% designated as two story. Table 1 details the uses at the site.

Lots 1 through 19 are proposed for office and professional uses and two lots (20 and 21) for single family uses adjacent to the existing Laguna Seca Ranch Estates No. 1. The average size of the office park lots is 1.46 acres, the smallest of these lots being .66 acres. Lot 20 is proposed for .82 acres and Lot 21 for 1.08 acres for single family homes.

The site is accessed along the existing York Road to the proposed Blue Larkspur Lane. The area south of this roadway will remain as open space until such time as area for expansion of Highway 68 is needed. The highway entrance to Laguna Seca Ranch Estates will be closed upon construction of Blue Larkspur Lane from York Road. (Refer to Figure 2.)

LAGUNA SECA OFFICE PARK Office-Park Development Tentative Map

FIGURE 2

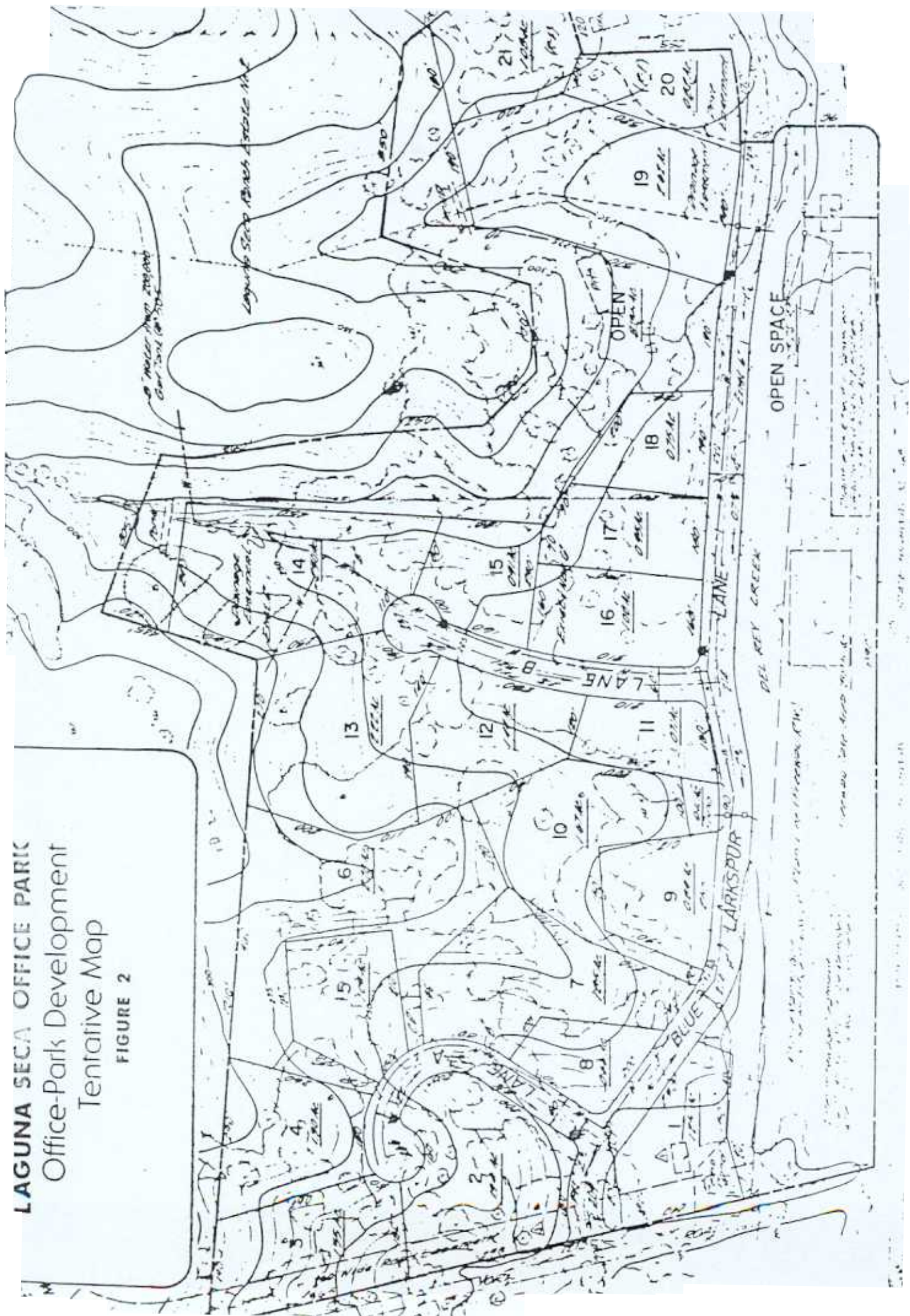


Table 1
Use Proposed for Office Park Development

Use	Net Acres	Percent
Roads	4.45	8.2
Common Drives	0.25	0.5
Freeway Take	8.85	16.1
Open Space	11.66	21.2
R-3 Lots (Office)	27.80	50.6
R-1 Lots (Single Family Homes)	1.40	3.5
TOTAL	54.91	100.0

1.2.4 Neighboring and Vicinity Land Use

The land in the vicinity of the project site, with its pastoral, semi-rural setting and attendant qualities (grassy meadows, oak groves, steep chaparral-covered slopes and pine forest), is a contrast to the urban city of Monterey. The area always has been a source of visual enjoyment for those passing by it on Highway 68, which was declared a Scenic Highway by the State of California in 1969.

The properties surrounding Laguna Seca Office Park are varied in their type and intensity of use. Generally, much of the land currently is undeveloped and/or in limited residential and agricultural use. However, there has been much planning activity on the part of landowners of the area, and there is evidence that substantial development could occur in the future.

The project site is within the former Monterey II Planning Area, located along the Highway 68 corridor. In March of 1976, the City of Monterey adopted its Monterey II Plan for this area. Based upon this plan a number of development proposals were prepared for almost 85% of the 8,300 acre Monterey II area over the last two decades. These proposals covered all of the 5 major land holdings in this area (Work Ranch, Lit Ng, Hidden Hills, Laguna Seca Ranch and Pebble Beach Corporation Properties). However, in November 1981 the people of the City of Monterey repealed the Monterey II Plan. Therefore, the future development of the surrounding area is unknown. Development can occur within the County as designated by the County's General Plan. No high intensity urban development can take

Street furniture, such as lamp posts, benches, litter containers, hydrants, plant containers, et cetera, shall be of a design compatible with the architecture and the character of the land and shall be consistent throughout the development.

All signs shall conform to an overall sign design concept coordinated through the entire development. This overall sign design concept will control color, shape, size and content of all signs. Symbols rather than words shall be used wherever possible.

Shingle roofs and/or tile stucco and natural wood siding exterior walls, arranged with particular attention to human size, shall dominate the architectural design of all buildings. Building complexes shall be designed to follow the existing slope of the land and be planned to minimize exposed earth cuts and fills and to preserve existing trees. In all cases, the forest shall take aesthetic precedence over structures and shall penetrate building complexes. Colors shall be selected from a recommended color palette. Color accents, in general, will be in doorways, windows, and on selected wall areas.

Exposed mechanical devices, such as radio and TV antennas, blowers, air conditioning devices, et cetera, will be minimized and blended. All utilities are to be underground.

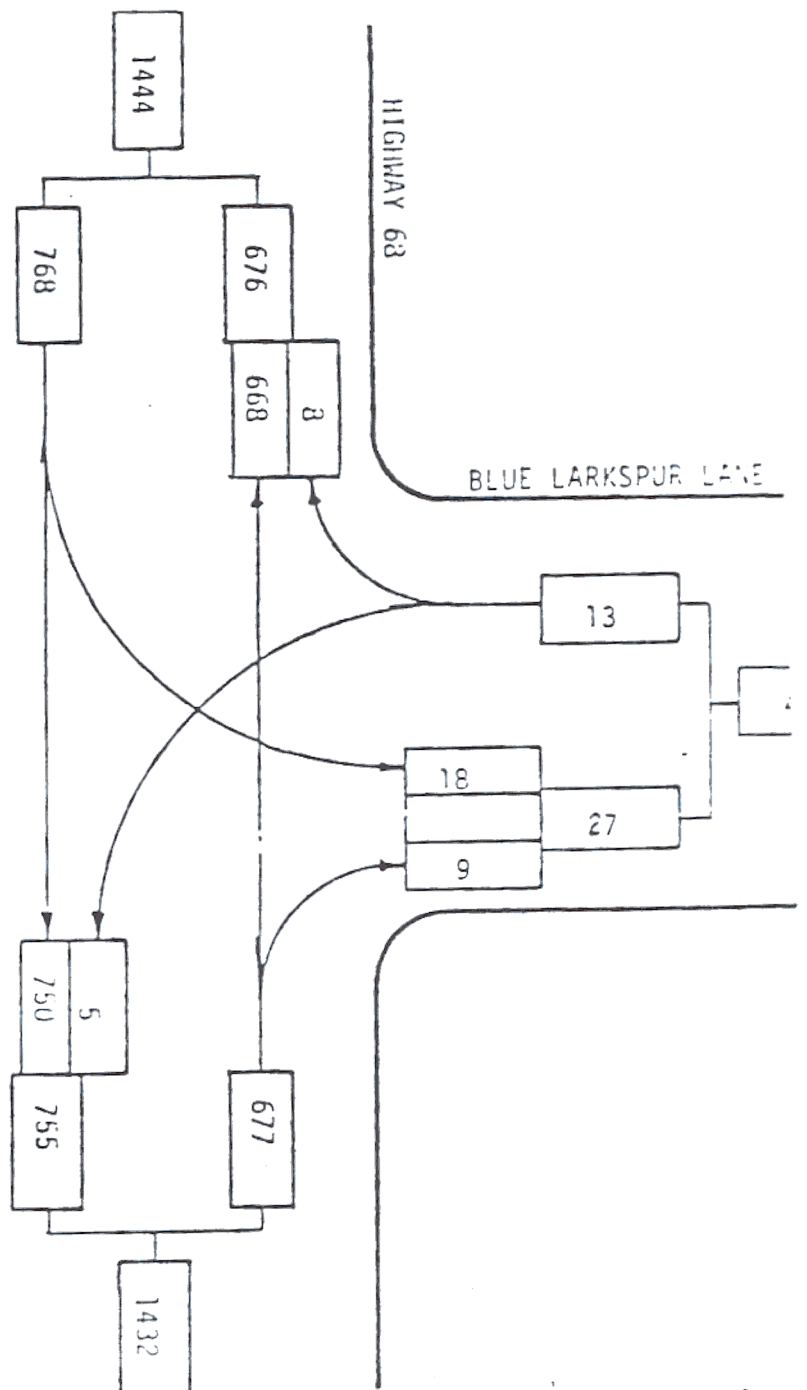
Traffic and Circulation

Traffic Volumes

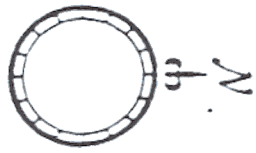
The following discussion is taken from traffic reports prepared for the area by William Dryden, Consulting Engineers and George W. Nickelson, P. E., Traffic Engineer.

Access to the project vicinity is provided by State Highway 68 (Monterey-Salinas Highway), which is a two-lane rural highway which runs in an east/west direction. It is the main traffic corridor between Salinas and Monterey. Current daily traffic volumes near the project site on Highway 68 average about 12,700 with peak hour volumes of approximately 1,250, based upon recent CalTrans counts summarized in Table 5 and illustrated in Figure 16. The peak hour level of service (L.O.S.) is D, with a volume to capacity (v/c) ratio of .67.

Additional access to the project vicinity is provided by State Highway 218 (Canyon del Rey Boulevard), which is a two-lane rural highway, in the vicinity of its intersection with Highway 68 -- approximately a half mile west of the Office Park. It provides service to State Highway 1 in Seaside via Del Rey Oaks. Average daily traffic (ADT) on Highway 218 is presently about 4800 near the junction of Highway 68.



Legend
Existing traffic counts
ADT - Average Daily Traffic



LAGUNA SECA OFFICE PARK 1980 Peak Hour Volumes

FIGURE 16

Source: William Lyden & Consulting Engineers

Table 5

Traffic Characteristics

Street	Speed (MPH) <u>Signed</u> Expected	Lanes of Travel		Average Daily Traffic	
		1980	2000	<u>Project Traffic</u> 1980	<u>Project Traffic</u> 2000
Highway 68 (Monterey-Salinas Highway)	<u>55</u> 50-55	2	2-6	<u>12,700-15,000</u> 245-595	<u>49,560-81-780*</u> 6,780-12,600
Highway 218 (Canyon del Rey Boulevard)	<u>55</u> 50-55	2	2-4	<u>4800</u> 150	<u>21,920</u> 2,520

- Note:
- A. Source: California Department of Transportation.
 - B. Peak Hourly Volumes (PHV) are approximately 10 percent of Average Daily Traffic (ADT).
 - C. 1980 Project Traffic includes York School, the golf course and 45 residential units.
 - * Includes Montero and Tarpy Flats Developments, which no longer exist because of the defeat of Monterey II.

Access to the on-site street network is presently provided from Highway 68 by Blue Larkspur Lane and York Road. Blue Larkspur Lane provides a two-lane temporary access to Laguna Seca Estates No. 1, with an estimated average daily traffic (ADT) of about 450. Evening peak hour turning volumes at this intersection are illustrated in Figure 16. This is a temporary access that will be closed upon completion of the street network to the Office Park, located between Blue Larkspur Lane and York Road. York Road is a two-lane facility presently providing access to the golf course, York School and Fort Ord Military Reservation.

The north-south portion of York Road at the west end of the Ranch lies within a 70 foot wide strip owned in fee by Fort Ord. The owners of the Laguna Seca Ranch hold a license for use of this road. The owners of the Ranch have reserved a 60 foot roadway easement paralleling York Road so that a new road could be built along this westerly quarter mile should it ever become necessary that the Army revoke the existing license.

The intersection of Highway 68/York Road presently provides a 200 foot left turn lane for the eastbound Highway 68 traffic entering York Road. According to the Monterey County Planning Department, existing average daily traffic (ADT) on York Road is 550.

Public Transit Service

Existing public transit service is provided by the Monterey Peninsula Transit District Route 21. This route operates between Monterey and Salinas at a one hour headway from 6 a.m. to 7 p.m. on weekdays and Saturdays. Sunday service also is provided between 10 a.m. and 7 p.m. Ridership presently has an insignificant impact on vehicular traffic volumes.

Projected Future Traffic Volumes

Traffic from Off-Site Sources. A number of large developments on Highway 68 in the project vicinity are currently in various stages of planning or construction. These include the Garden Road Office Park, the Way Station motel and restaurant, the Trade Center, Monterra Ranch, the Airport Industrial Park, Ryan Ranch and Tarpey Flats, all located to the west of the project; and Hidden Hills. These developments are expected to be completed over the next 25 to 30 years. At that time, total daily external traffic generated from the projects to the west of Laguna Seca are expected to be approximately 84,500, based upon a traffic study for Monterra, Ryan Ranch and Tarpey Flats by TJKM Transportation Consultants. Approximately 25,000 (30%) of these trips are expected to be distributed to the east of their points of generation, and to pass the entrance to Laguna Seca Office Park on Highway 68. Approximately 8724 trip ends (10% of the ADT) are expected during the evening peak hour, with 3571 inbound and 5154 outbound. The resulting peak hour

volumes past Laguna Seca Office Park from these off-site developments are 2620 vehicles per hour, with a directional split of 1070 westbound and 1550 eastbound. Hidden Hills is expected to generate about 600 trips per day with about ten percent in the peak hour. This results in an additional 30 vehicle trips past the Office Park entrance during the peak hour, based upon the directional splits of other off-site projects.

Additional traffic growth on Highway 68 is expected to occur, due to regional growth, at a rate of two percent per annum. The resulting traffic volumes near the Office Park, excluding its future traffic, are shown in Figure 17.

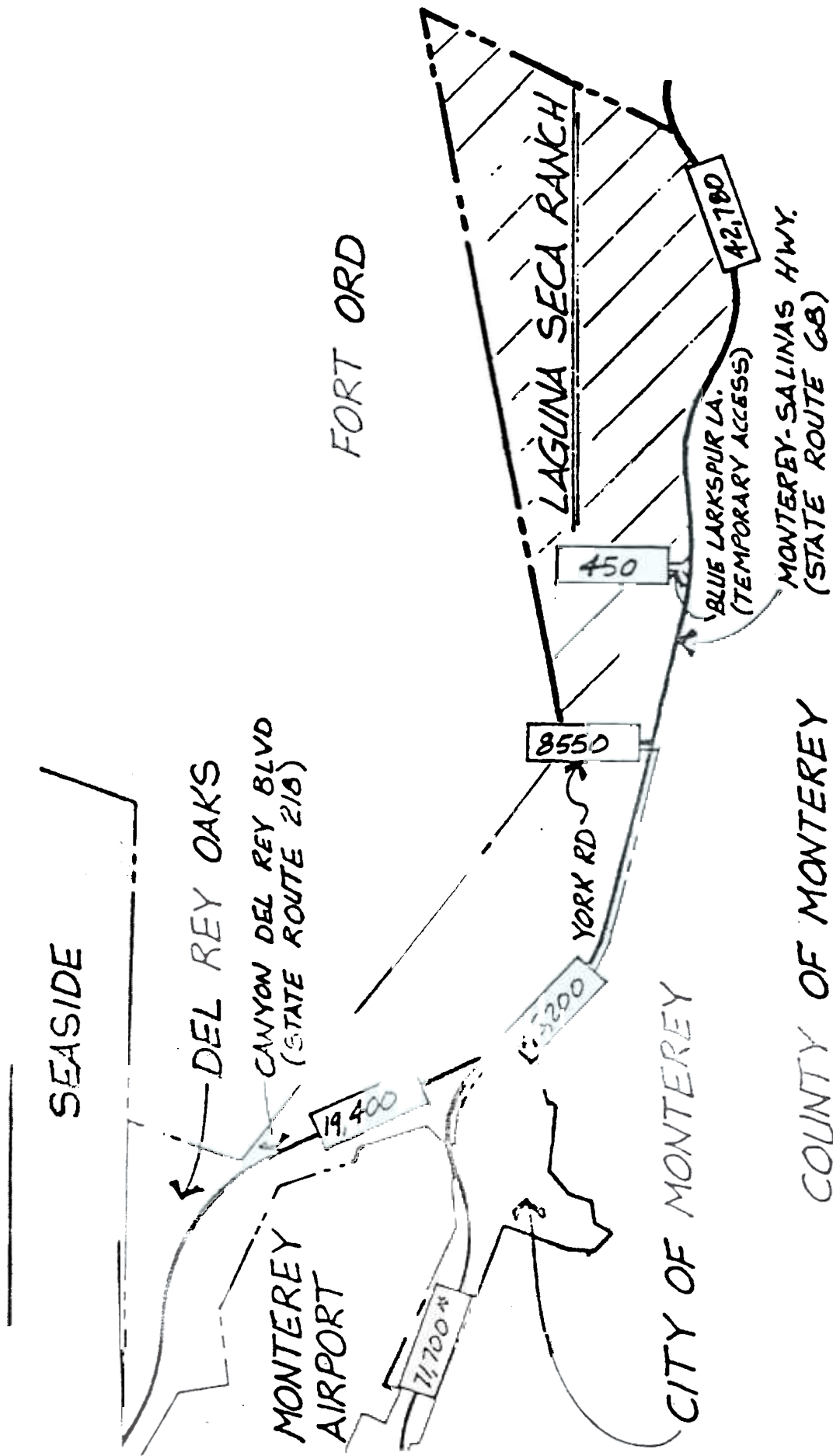
George W. Nickelson, Traffic Engineer, has pointed out in his Traffic Analysis of Laguna Seca Ranch (1981), that the magnitude of added development as projected by the TJKM Transportation Study may be grossly overstated. He indicated that the projected developments would represent a major increase in the employment and population characteristics of the entire County. Over 20,000 new jobs would need to be created along the Highway 68 corridor, as well as 3,400 new residential units (which, in themselves, could not balance the employment demand) in order to arrive at the 8,724 p.m. trip ends.

Furthermore, the projected developments in the TJKM study no longer exist because of the recent rejection of Monterey II. He concludes that the TJKM analysis is tenuous because the actual development along the Highway 68 corridor may be significantly less than projects currently proposed.

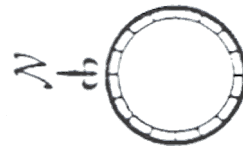
Freeway Plan Lines Plan Lines for future freeway construction have been adopted for the entire route between Monterey (Highway 1) and the end of freeway at River Road near Salinas. However, funding currently is unavailable and no specific forecast exists of the timing for conversion. A portion of the future right of way within the plan lines was granted as an easement to Monterey County by the owners of Laguna Seca Ranch at the recordation of the Laguna Seca Ranch Estates No. 2 Subdivision early in 1980.

will utilize as a
and is expected to add 700 vehicle trips per day to York Road,
with 1400 of these during the peak hour. The resulting turning
intersections with Highway 68 are shown on
Figure 18.

The preliminary plans for the freeway include an interchange to serve the Office Park development. This intersection at York Road, also will service Ryan Ranch and the east end of Monterra. The preliminary development plans include cooperation with the developers of Ryan Ranch in any necessary improvements to the present York Road/Highway 68 intersection.



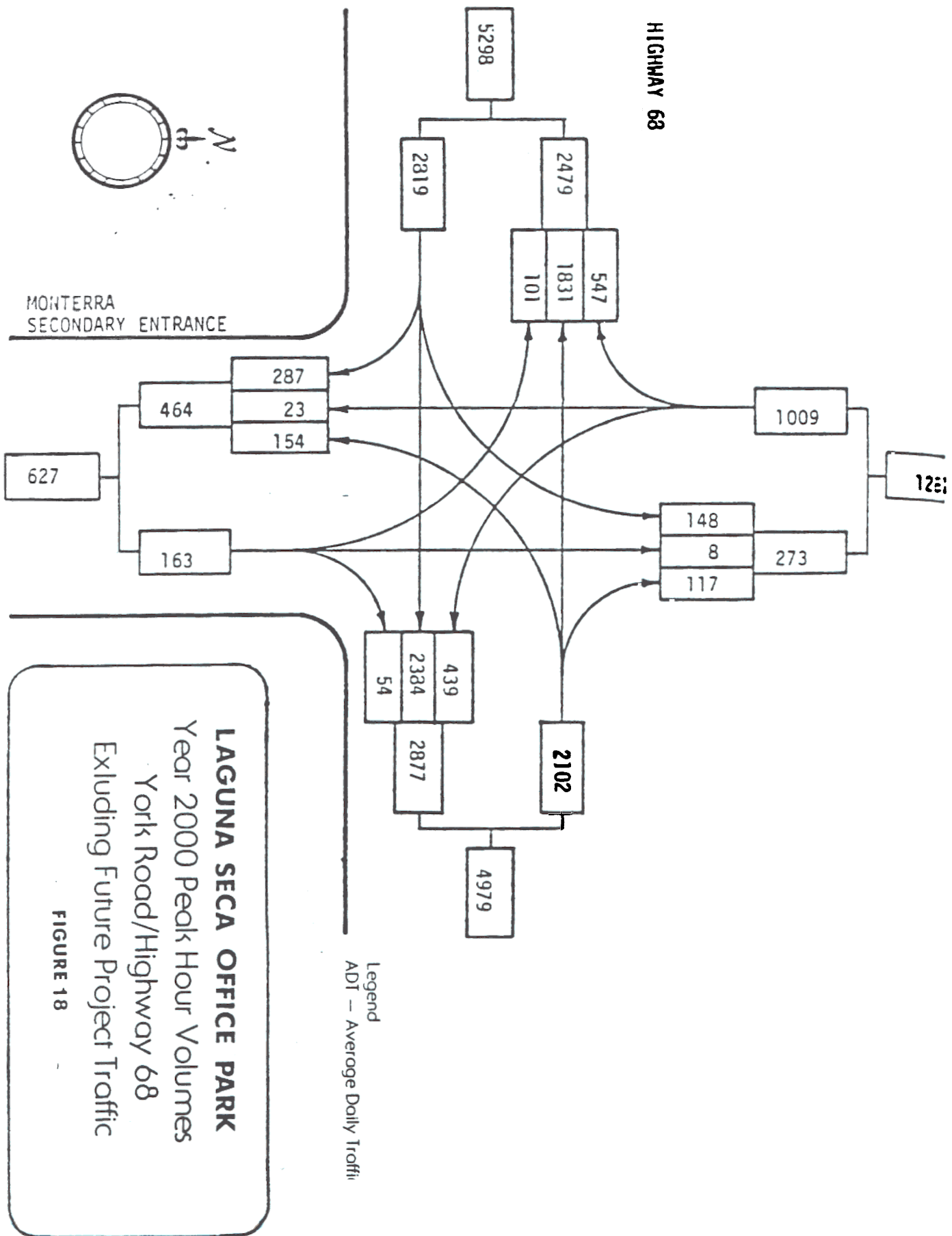
Legend
ADI - Average Daily Traffic East of Highway 68

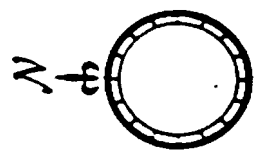
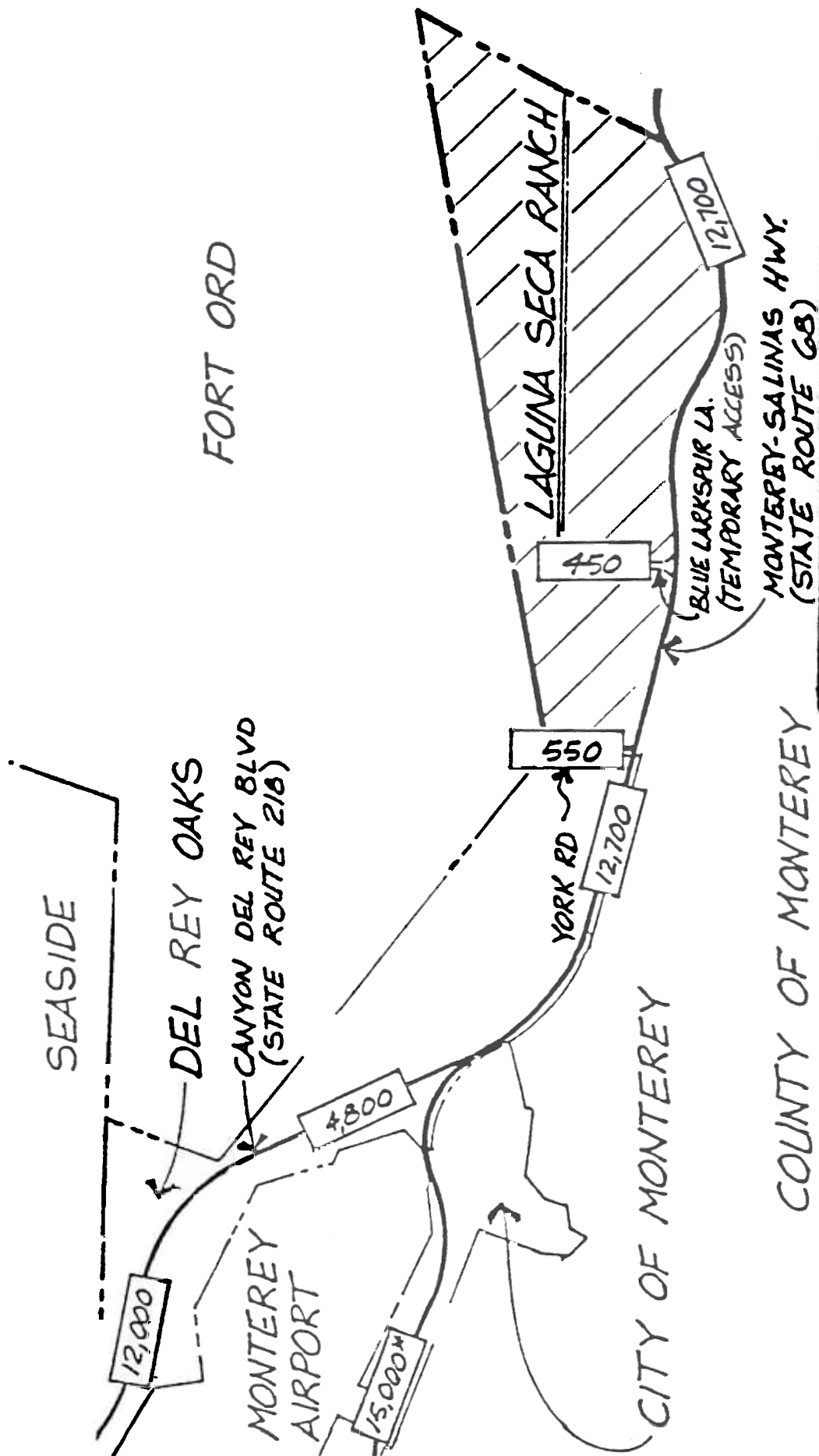


LAGUNA SECA OFFICE PARK

Traffic Flow Map
Year 2000 Volumes
Excluding Project Traffic

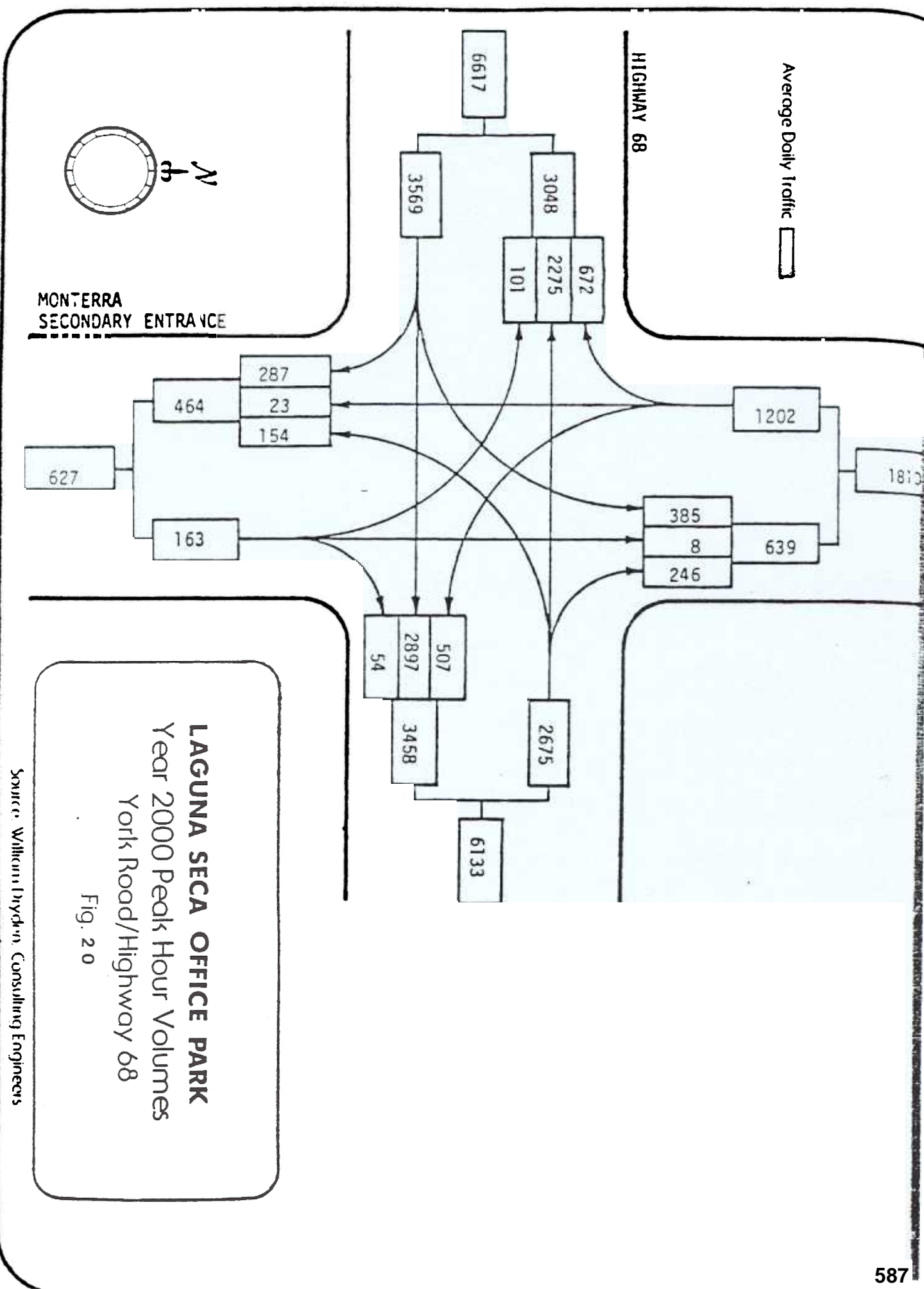
FIGURE 17





LEGEND
 ADT - Average Daily Traffic
 *Lost of Hwy 1

LAGUNA SECA OFFICE PARK
 Traffic Flow Map
 1980 (Existing) Volumes
 Fig. 19



Project Traffic Generation and Distribution

On-site access to the project site will be provided by York Road which is an existing entrance to the property. Blue Larkspur Lane will be closed to through traffic after development occurs.

According to both Traffic Engineers, Dryden and Nickelson, expected project-generated traffic is 3,120 trips per day and 3,900 average trips per day (ADT).

It has been pointed out by Carl Hooper, Project Engineer for Laguna Seca Office Park, that with a small change in transportation mode, the average trips per day could be reduced by 30% to approximately 2,500 average trips per day. He suggests that 20% of the employees would car pool, 10% would use buses and the remaining 70% use individual cars. Also included in the 2,500 ADT would be 400 customer trips per day. The breakdown would be as follows:

70% in individual cars	= 700 employees X 2.5 trips	= 1,750
20% in car pools	= 200 employees X 2.0 trips	= 400
10% in buses	= 100 employees X 0 trips	= 0
	200 customers X 2.0 trips	= 400
TOTAL TRIPS		= 2,550

Impacts

Traffic increases external to the project could include 85,120 vehicle trips added over the next 25 to 30 years from various developments near Laguna Seca Office Park plus about a two percent per annum increase due to regional growth.

The professional Office Park development will produce between 2,500 to 3900 average daily trips (ADT).

According to the TKJM Report, near the proposed Office Park Highway 68 presently operates at a D L.O.S., with a v/c ratio of .67. The expected level of service in the year 2000 on a proposed six-lane expressway will be F with a v/c ratio of 1.01 without project traffic.

Traffic signals will be warranted at the project entrance. Additional study of the necessary signal control and intersection geometrics will be required when the type of Highway 68 facility to be constructed is determined.

Additional examination of traffic control will be necessary at York Road/Blue Larkspur Road intersection at the time of development.

Mitigation Measures

Traffic signalization should be provided. Additional study is necessary for the intersection of York Road and Highway 68. Determination of signal phasing, location, timing and intersection geometrics will be required. It has been determined by Public Works that Larkspur Road will be closed.

48. Care should be taken to provide adequate sight distances at all on-site intersections.

Additional study by the County Public Works Department should be made of the usage of Ryan Ranch roads as access routes to Highway 218 from York Road.

Additional bus transit service should be provided to and from Monterey.

The Office Park business organizations should cooperate with one another to provide flexible or staggered business hours and to assist in the formation of carpools or vanpools.

2.8 Air Quality

The northern portion of the Salinas Valley, to which this area is connected, is considered a part of the same air basin as all of the coastal areas of Monterey County. It is identified as the North Central Coast Air Basin. Motor vehicles are the largest source of gaseous pollutants in the North Coastal basins. Carbon monoxide, nitrogen oxides and hydrocarbons comprise the basic category of air pollutants emitted from automobiles. Though the emissions from a particular car do not seem exorbitant, it is the volume which accounts for the pollution potential.

Under the Federal Prevention of Significant Deterioration Program (PSD), areas which are maintaining federal air quality standards currently are being classified. Monterey County presently fails to meet standards designated as Non-Attainment Areas, and is required to prepare a Non-Attainment Plan. A Non-Attainment Plan has been prepared by the Association of Monterey Bay Area Governments (AMBAG); it proposes general measures regarding traffic flow and transit services which should enable this district to meet federal standards by 1982. In addition, general policies pertaining to mobile-source and land-use controls are suggested. Although there are no specific policies for North Monterey County, the plan recommends that all large residential developments be reviewed by AMBAG according to the A95 review process.

Appendix B

Raw Traffic Count Data

Location: Blue Larkspur Ln E/O York Rd
 Date Range: 9/17/2019 - 9/23/2019
 Site Code: 01

Mid-Week Average																		
Time	Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Monday		Mid-Week Average			
	9/17/2019		9/18/2019		9/19/2019		9/20/2019		9/21/2019		9/22/2019		9/23/2019		Mid-Week Average			
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	0	1	1	1	0	1	1	1	2	-	-	-	-	-	-	1	1	1
1:00 AM	0	0	0	0	1	1	0	0	0	-	-	-	-	-	-	0	0	0
2:00 AM	1	1	2	1	0	1	0	0	0	-	-	-	-	-	-	1	0	1
3:00 AM	0	2	2	1	1	2	2	3	5	-	-	-	-	-	-	1	2	3
4:00 AM	1	1	2	1	1	2	1	1	2	-	-	-	-	-	-	1	1	2
5:00 AM	5	4	9	4	7	11	4	6	10	-	-	-	-	-	-	4	6	10
6:00 AM	38	6	44	41	7	48	41	11	52	-	-	-	-	-	-	40	8	48
7:00 AM	134	49	183	121	47	168	129	50	179	-	-	-	-	-	-	128	49	177
8:00 AM	147	56	203	159	48	207	174	49	223	-	-	-	-	-	-	160	51	211
9:00 AM	122	57	179	143	81	224	117	65	182	-	-	-	-	-	-	127	68	195
10:00 AM	75	96	171	93	81	174	112	89	201	-	-	-	-	-	-	93	89	182
11:00 AM	77	87	164	82	109	191	84	108	192	-	-	-	-	-	-	81	101	182
12:00 PM	78	107	185	81	100	181	87	104	191	-	-	-	-	-	-	82	104	186
1:00 PM	106	73	179	122	89	211	95	97	192	-	-	-	-	-	-	108	86	194
2:00 PM	87	100	187	98	107	205	78	91	169	-	-	-	-	-	-	88	99	187
3:00 PM	71	106	177	79	92	171	83	109	192	-	-	-	-	-	-	78	102	180
4:00 PM	60	140	200	48	139	187	52	130	182	-	-	-	-	-	-	53	136	190
5:00 PM	43	113	156	38	126	164	44	117	161	-	-	-	-	-	-	42	119	160
6:00 PM	18	44	62	15	37	52	15	28	43	-	-	-	-	-	-	16	36	52
7:00 PM	17	29	46	20	21	41	24	20	44	-	-	-	-	-	-	20	23	44
8:00 PM	15	14	29	9	9	18	14	7	21	-	-	-	-	-	-	13	10	23
9:00 PM	5	5	10	8	10	18	3	5	8	-	-	-	-	-	-	5	7	12
10:00 PM	3	3	6	1	0	1	5	3	8	-	-	-	-	-	-	3	2	5
11:00 PM	2	0	2	2	0	2	2	1	3	-	-	-	-	-	-	2	0	2
Total	1,105	1,094	2,199	1,168	1,113	2,281	1,167	1,095	2,262	-	-	-	-	-	-	1,147	1,101	2,247
Percent	50%	50%	-	51%	49%	-	52%	48%	-	-	-	-	-	-	-	51%	49%	-
AM Peak	08:00	10:00	08:00	08:00	11:00	09:00	08:00	11:00	08:00	-	-	-	-	-	-	08:00	11:00	08:00
Vol.	147	96	203	159	109	224	174	108	223	-	-	-	-	-	-	160	101	211
PM Peak	13:00	16:00	16:00	13:00	16:00	13:00	13:00	16:00	13:00	-	-	-	-	-	-	13:00	16:00	13:00
Vol.	106	140	200	122	139	211	95	130	192	-	-	-	-	-	-	108	136	194

1. Mid-week average includes data between Tuesday and Thursday.

Location: Blue Larkspur Ln Opposite of 9833 Blue Larkspur Ln
 Date Range: 9/17/2019 - 9/23/2019
 Site Code: 02

Mid-Week Average																					
Time	Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Monday		
	9/17/2019			9/18/2019			9/19/2019			9/20/2019			9/21/2019			9/22/2019			9/23/2019		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	0	0	0	1	0	1	0	0	0	-	-	-	-	-	-	-	-	-	0	0	0
1:00 AM	0	0	0	0	1	1	0	0	0	-	-	-	-	-	-	-	-	-	0	0	0
2:00 AM	1	1	2	1	0	1	0	0	0	-	-	-	-	-	-	-	-	-	1	0	1
3:00 AM	0	1	1	1	1	2	2	2	4	-	-	-	-	-	-	-	-	-	1	1	2
4:00 AM	1	1	2	0	1	1	1	1	2	-	-	-	-	-	-	-	-	-	1	1	2
5:00 AM	0	4	4	1	6	7	0	6	6	-	-	-	-	-	-	-	-	-	0	5	6
6:00 AM	7	5	12	7	6	13	5	10	15	-	-	-	-	-	-	-	-	-	6	7	13
7:00 AM	25	34	59	20	29	49	17	25	42	-	-	-	-	-	-	-	-	-	21	29	50
8:00 AM	41	19	60	34	18	52	43	14	57	-	-	-	-	-	-	-	-	-	39	17	56
9:00 AM	29	25	54	28	18	46	29	21	50	-	-	-	-	-	-	-	-	-	29	21	50
10:00 AM	21	23	44	25	28	53	21	32	53	-	-	-	-	-	-	-	-	-	22	28	50
11:00 AM	26	27	53	30	35	65	23	28	51	-	-	-	-	-	-	-	-	-	26	30	56
12:00 PM	21	24	45	19	28	47	27	28	55	-	-	-	-	-	-	-	-	-	22	27	49
1:00 PM	27	35	62	27	29	56	25	27	52	-	-	-	-	-	-	-	-	-	26	30	57
2:00 PM	26	28	54	42	30	72	28	24	52	-	-	-	-	-	-	-	-	-	32	27	59
3:00 PM	26	29	55	27	26	53	34	31	65	-	-	-	-	-	-	-	-	-	29	29	58
4:00 PM	24	25	49	18	31	49	31	32	63	-	-	-	-	-	-	-	-	-	24	29	54
5:00 PM	14	21	35	25	28	53	18	37	55	-	-	-	-	-	-	-	-	-	19	29	48
6:00 PM	14	7	21	7	10	17	10	10	20	-	-	-	-	-	-	-	-	-	10	9	19
7:00 PM	9	11	20	12	6	18	19	8	27	-	-	-	-	-	-	-	-	-	13	8	22
8:00 PM	8	6	14	6	4	10	9	4	13	-	-	-	-	-	-	-	-	-	8	5	12
9:00 PM	3	3	6	5	1	6	3	3	6	-	-	-	-	-	-	-	-	-	4	2	6
10:00 PM	2	0	2	0	0	0	5	2	7	-	-	-	-	-	-	-	-	-	2	1	3
11:00 PM	2	0	2	2	0	2	1	1	2	-	-	-	-	-	-	-	-	-	2	0	2
Total	327	329	656	338	336	674	351	346	697	-	-	-	-	-	-	-	-	-	339	337	676
Percent	50%	50%	50%	50%	50%	50%	50%	50%	50%	-	-	-	-	-	-	-	-	-	50%	50%	50%
AM Peak	08:00	07:00	08:00	08:00	11:00	11:00	08:00	10:00	08:00	-	-	-	-	-	-	-	-	-	08:00	11:00	08:00
Vol.	41	34	60	34	35	65	43	32	57	-	-	-	-	-	-	-	-	-	39	30	56
PM Peak	13:00	13:00	13:00	14:00	16:00	14:00	15:00	17:00	15:00	-	-	-	-	-	-	-	-	-	14:00	13:00	14:00
Vol.	27	35	62	42	31	72	34	37	65	-	-	-	-	-	-	-	-	-	32	30	59

1. Mid-week average includes data between Tuesday and Thursday.

Location: Wilson Rd, W/O York Rd
Date Range: 7/23/2019 - 7/29/2019
Site Code: 02

Time	Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Monday		Mid-Week Average			
	7/23/2019		7/24/2019		7/25/2019		7/26/2019		7/27/2019		7/28/2019		7/29/2019					
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	1	5	6	2	3	5	4	4	3	7	-	-	-	-	-	2	4	6
1:00 AM	1	3	4	1	3	4	4	4	4	8	-	-	-	-	-	2	3	5
2:00 AM	5	2	7	2	3	5	3	3	2	5	-	-	-	-	-	3	2	6
3:00 AM	1	2	3	4	1	5	6	2	8	-	-	-	-	-	-	4	2	5
4:00 AM	5	13	18	3	8	11	7	8	15	-	-	-	-	-	-	5	10	15
5:00 AM	15	41	56	16	46	62	16	49	65	-	-	-	-	-	-	16	45	61
6:00 AM	49	124	173	39	128	167	55	161	216	-	-	-	-	-	-	48	138	185
7:00 AM	99	265	364	90	281	371	111	237	348	-	-	-	-	-	-	100	261	361
8:00 AM	145	259	404	149	262	411	163	239	402	-	-	-	-	-	-	152	253	406
9:00 AM	150	161	311	154	157	311	140	164	304	-	-	-	-	-	-	148	161	309
10:00 AM	132	137	269	123	137	260	133	139	272	-	-	-	-	-	-	129	138	267
11:00 AM	151	123	274	155	96	251	154	148	302	-	-	-	-	-	-	153	122	276
12:00 PM	167	127	294	155	127	282	142	137	279	-	-	-	-	-	-	155	130	285
1:00 PM	121	116	237	129	121	250	163	122	285	-	-	-	-	-	-	138	120	257
2:00 PM	167	152	319	167	131	298	179	147	326	-	-	-	-	-	-	171	143	314
3:00 PM	225	157	382	222	135	357	244	137	381	-	-	-	-	-	-	230	143	373
4:00 PM	239	171	410	218	154	372	219	186	405	-	-	-	-	-	-	225	170	396
5:00 PM	210	138	348	197	159	356	182	163	345	-	-	-	-	-	-	196	153	350
6:00 PM	62	28	90	81	57	138	83	53	136	-	-	-	-	-	-	75	46	121
7:00 PM	35	21	56	39	25	64	61	19	80	-	-	-	-	-	-	45	22	67
8:00 PM	27	16	43	39	15	54	44	14	58	-	-	-	-	-	-	37	15	52
9:00 PM	10	9	19	16	9	25	28	10	38	-	-	-	-	-	-	18	9	27
10:00 PM	11	4	15	10	8	18	13	8	21	-	-	-	-	-	-	11	7	18
11:00 PM	5	5	10	6	6	12	12	3	15	-	-	-	-	-	-	8	5	12
Total	2,033	2,079	4,112	2,017	2,072	4,089	2,166	2,155	4,321	-	-	-	-	-	-	2,072	2,102	4,174
Percent	49%	51%	-	49%	51%	-	50%	50%	-	-	-	-	-	-	-	50%	50%	-
AM Peak	11:00	07:00	08:00	11:00	07:00	08:00	08:00	08:00	08:00	-	-	-	-	-	-	11:00	07:00	08:00
Vol.	151	265	404	155	281	411	163	239	402	-	-	-	-	-	-	153	261	406
PM Peak	16:00	16:00	16:00	15:00	17:00	16:00	15:00	16:00	16:00	-	-	-	-	-	-	15:00	16:00	16:00
Vol.	239	171	410	222	159	372	244	186	405	-	-	-	-	-	-	230	170	396

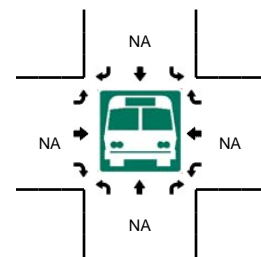
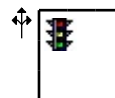
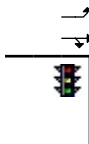
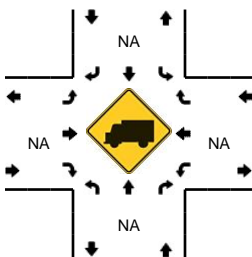
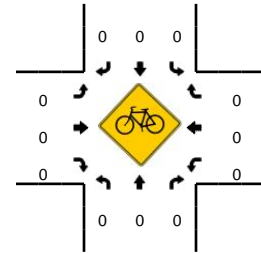
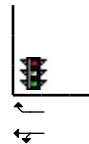
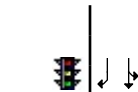
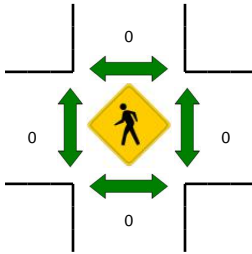
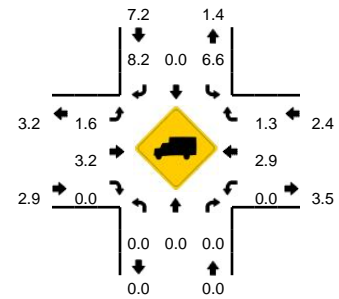
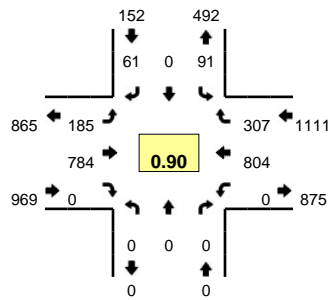
1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

LOCATION: York Rd -- SR 68
CITY/STATE: Monterey, CA

QC JOB #: 13723609
DATE: Wed, Feb 24 2016

Peak-Hour: 7:20 AM -- 8:20 AM
Peak 15-Min: 7:35 AM -- 7:50 AM



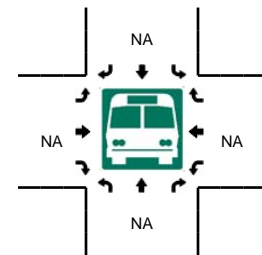
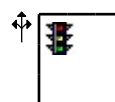
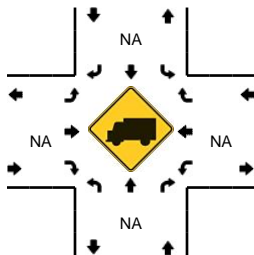
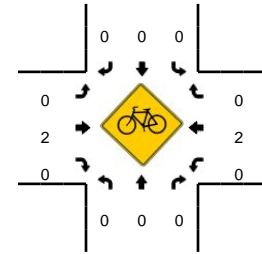
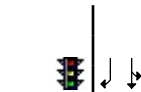
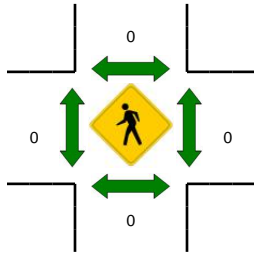
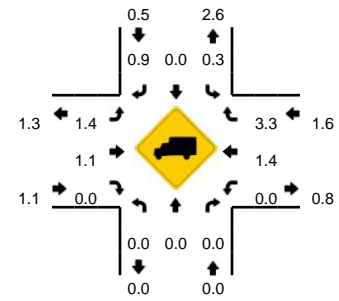
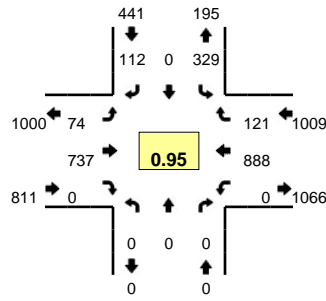
5-Min Count Period Beginning At	York Rd (Northbound)				York Rd (Southbound)				SR 68 (Eastbound)				SR 68 (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	0	0	0	0	7	0	2	0	5	41	0	0	3	90	39	0	187	
7:05 AM	0	0	0	0	1	0	3	0	7	46	0	0	0	62	28	0	147	
7:10 AM	0	0	0	0	9	0	1	0	1	46	0	0	0	62	20	0	139	
7:15 AM	0	0	0	0	2	0	3	0	7	60	0	0	0	66	20	0	158	
7:20 AM	0	0	0	0	5	0	3	0	12	61	0	0	0	82	26	0	189	
7:25 AM	0	0	0	0	7	0	3	0	8	50	0	0	0	84	31	0	183	
7:30 AM	0	0	0	0	9	0	5	0	11	70	0	0	0	65	29	0	189	
7:35 AM	0	0	0	0	7	0	9	0	20	66	0	0	0	77	26	0	205	
7:40 AM	0	0	0	0	10	0	8	0	9	78	0	0	0	90	29	0	224	
7:45 AM	0	0	0	0	13	0	4	0	7	56	0	0	0	81	33	0	194	
7:50 AM	0	0	0	0	5	0	2	0	18	78	0	0	0	77	25	0	205	
7:55 AM	0	0	0	0	9	0	7	0	17	59	0	0	0	48	31	0	171	2191
8:00 AM	0	0	0	0	10	0	1	0	17	63	0	0	0	48	16	0	155	2159
8:05 AM	0	0	0	0	3	0	10	0	22	67	0	0	0	53	17	0	172	2184
8:10 AM	0	0	0	0	8	0	5	0	15	64	0	0	0	55	22	0	169	2214
8:15 AM	0	0	0	0	5	0	4	0	29	72	0	0	0	44	22	0	176	2232
8:20 AM	0	0	0	0	16	0	10	0	20	46	0	0	0	39	19	0	150	2193
8:25 AM	0	0	0	0	11	0	7	0	14	44	0	0	0	60	29	0	165	2175
8:30 AM	0	0	0	0	8	0	6	0	18	55	0	0	0	70	39	0	196	2182
8:35 AM	0	0	0	0	18	0	14	0	9	57	0	0	0	53	22	0	173	2150
8:40 AM	0	0	0	0	9	0	10	0	10	52	0	0	0	56	22	0	159	2085
8:45 AM	0	0	0	0	4	0	6	0	13	49	1	0	0	67	18	0	158	2049
8:50 AM	0	0	0	0	12	0	11	0	11	56	0	0	0	58	21	0	169	2013
8:55 AM	0	0	0	0	6	0	6	0	12	39	0	0	0	57	19	0	139	1981
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
All Vehicles	0	0	0	0	120	0	84	0	144	800	0	0	0	992	352	0	2492	
Heavy Trucks	0	0	0	0	12	0	0	0	0	16	0	0	0	52	4	0	84	
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Railroad	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Stopped Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Comments:

LOCATION: York Rd -- SR 68
CITY/STATE: Monterey, CA

QC JOB #: 13723610
DATE: Tue, Feb 23 2016

Peak-Hour: 4:30 PM -- 5:30 PM
Peak 15-Min: 4:50 PM -- 5:05 PM



5-Min Count Period Beginning At	York Rd (Northbound)				York Rd (Southbound)				SR 68 (Eastbound)				SR 68 (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	0	0	0	25	0	13	0	7	69	0	0	0	53	14	0	181	
4:05 PM	0	0	0	0	22	0	8	0	7	80	0	0	0	69	7	0	193	
4:10 PM	0	0	0	0	40	0	9	0	3	83	0	0	0	68	4	0	207	
4:15 PM	0	0	0	0	31	0	11	0	10	60	0	0	0	48	7	0	167	
4:20 PM	0	0	0	0	22	0	8	0	3	65	0	0	0	72	4	0	174	
4:25 PM	0	0	0	0	14	0	4	0	8	42	0	0	0	75	9	0	152	
4:30 PM	0	0	0	0	19	0	4	0	6	50	0	0	0	74	16	0	169	
4:35 PM	0	0	0	0	35	0	6	0	8	55	0	0	0	66	12	0	182	
4:40 PM	0	0	0	0	24	0	7	0	5	62	0	0	0	78	12	0	188	
4:45 PM	0	0	0	0	31	0	5	0	5	64	0	0	0	65	9	0	179	
4:50 PM	0	0	0	0	22	0	15	0	13	73	0	0	0	70	10	0	203	
4:55 PM	0	0	0	0	26	0	11	0	7	66	0	0	0	86	16	0	212	2207
5:00 PM	0	0	0	0	35	0	10	0	7	70	0	0	0	57	3	0	182	2208
5:05 PM	0	0	0	0	36	0	12	0	5	61	0	0	0	75	5	0	194	2209
5:10 PM	0	0	0	0	22	0	15	0	6	61	0	0	0	77	10	0	191	2193
5:15 PM	0	0	0	0	27	0	12	0	5	59	0	0	0	73	11	0	187	2213
5:20 PM	0	0	0	0	35	0	10	0	3	61	0	0	0	81	8	0	198	2237
5:25 PM	0	0	0	0	17	0	5	0	4	55	0	0	0	86	9	0	176	2261
5:30 PM	0	0	0	0	18	0	10	0	2	71	0	0	0	59	6	0	166	2258
5:35 PM	0	0	0	0	16	0	11	0	4	76	0	0	0	69	7	0	183	2259
5:40 PM	0	0	0	0	17	0	5	0	3	43	0	0	0	77	5	0	150	2221
5:45 PM	0	0	0	0	13	0	5	0	3	63	0	0	0	73	5	0	162	2204
5:50 PM	0	0	0	0	10	0	2	0	5	67	0	0	0	70	6	0	160	2161
5:55 PM	0	0	0	0	14	0	8	0	4	45	0	0	0	42	5	0	118	2067
Peak 15-Min Flowrates																		
	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	0	0	0	332	0	144	0	108	836	0	0	0	852	116	0	2388	
Heavy Trucks	0	0	0	0	0	0	4	0	4	8	0	0	0	16	0	0	32	
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Bicycles	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	
Railroad	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Stopped Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Comments:

Attachment K

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**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



December 22, 2020

Carl P. Holm, Director
Resource Management Agency (RMA)
County of Monterey
1441 Schilling Place
Salinas, CA 93901

RE: Leonard McIntosh Housing Project – Letter of Technical Assistance

Dear Carl P. Holm:

The California Department Housing and Community Development (HCD) understands that on January 12, 2021, the Monterey County Board of Supervisors will be hearing an appeal related to Leonard McIntosh's application for 15 apartment units in the Laguna Seca Office Park. The purpose of this letter is to express HCD's concern related to the ad hoc application of a 35-percent inclusionary requirement that was not analyzed as a potential governmental constraint in Monterey County's housing element of the general plan.

The applicant is proposing a 15-unit apartment project, which includes the current county-wide 20-percent inclusionary requirement. (Mont. County Code, § 18.40.070.) As proposed for this 15-unit project, the requirement is satisfied with one unit that will be affordable to very low-income households and one unit to moderate-income households. On September 30, 2020, the Planning Commission approved the project with an ad hoc condition that it provide 35-percent inclusionary units on the site. HCD understands the reasoning for this increased inclusionary requirement is because the project is in the Laguna Seca Office Park, which is outside the County's Community Areas, Rural Centers, and Affordable Housing Overlay districts. General Plan Land Use Element Policy LU-1.19, adopted October 26, 2010, required the County to the establish a Development Evaluation System (DES) for areas not covered by Community Areas, Rural Centers and Affordable Housing Overlay districts. In addition to other requirements, the DES system would require a 35-percent inclusionary provision for projects of five or more units. HCD understands that while Monterey County has considered drafts of the DES system over the past decade, it has never finalized or adopted the final system or the municipal code provisions that would authorize it. As recently as August 2020, in fact, the County declined to adopt an ordinance that would have added Chapter 21.92 to implement a DES system. The applicant is appealing the Planning Commission's decision to apply the yet-to-be-adopted standards on an ad hoc basis.

While Program LU-1.19 was included as part of the land use element since 2010, the 35-percent inclusionary requirement or the DES were neither analyzed nor mentioned in the housing element adopted by the County four years later on January 26, 2016, and subsequently reviewed by HCD for substantial compliance with State Housing Element Law pursuant to Government Code section 65585, subdivision (b). Further, the County is obligated to provide an analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels. (Gov. Code, § 65583, subd. (a)(5).) Where such constraints are identified, the County must further address, and where legally possible, remove governmental constraints affecting the maintenance, improvement and development of housing. (Gov. Code, § 65583, subd. (c)(3).) As the DES would impose a 35-percent inclusionary requirement, or perhaps even higher percentage depending on the County's final action, the DES clearly creates a constraint that must be analyzed under these provisions. Should the County adopt such a 35-percent inclusionary requirement and/or adopt the DES, the County must revise the current 5th cycle housing element to include a description and analysis of the 35-percent inclusionary requirement and DES framework, the constraints that this requirement will impose, the mechanisms and policies that will be utilized to address the constraint, all of which must be submitted to HCD for review prior to its adoption. (Gov. Code, § 65585, subd. (b).)

In addition, the proposed DES policy and implementing ordinance must be analyzed for consistency with Housing Element Goal H-4 prior to its adoption and implementation. (Housing Element, p. 139.) Goal H-4 commits the County to reducing and removing government constraints to housing production and opportunity when feasible and legally permissible. (Housing Element, p. 139.) The County must ensure that DES system and ordinance, including the 35-percent inclusionary process, is evaluated for consistency with Goal H-4 and will not constrain housing projects outside the Community Areas, Rural Centers, and Affordable Housing Overlay districts. According to the applicant for the 15-unit project at the Laguna Seca Office Park, and its banker, applying the 35-percent requirement to the 15-unit project may render the project financially infeasible. (See Lombardo Letter to County of Monterey, dated September 25, 2020 and attached email of same date from Pinnacle Bank.)

In sum, if the County intends to implement Program LU-1.19, the County will need to analyze DES system, including the 35-percent inclusionary mandate, as potential constraints on the development of housing for all income levels, specifically on housing supply and affordability, prior to its adoption. However, if the Program LU-1.19 is not implemented prior to revision of the County's 6th cycle housing element, which is due on or about December 15, 2023, at a minimum the policy must be included and analyzed at that time for potential constraints to the development of housing.

As a reminder, HCD is required to review any action or failure to act by a city, county, or city and county that it determines is inconsistent with an adopted housing element or

Government Code section 65583, including any failure to implement any program actions included in the housing element. (Gov. Code, § 65585, subds. (i) and (j).) If HCD finds that the action or failure to act does not substantially comply with applicable law, HCD may revoke its May 10, 2016 finding that the County's housing element complies with State Housing Element Law. Furthermore, HCD may notify the Office of the Attorney General if HCD finds that any local government has taken an action in violation of Housing Element Law, Housing Accountability Act, No Net Loss Law, Density Bonus Law, and Fair Housing Law.

HCD supports the County's approval of the housing during this critical housing crisis, including the Leonard McIntosh project, and hopes for a speedy resolution of this matter. HCD remains committed to supporting the County in achieving its housing objectives across all income categories. Please feel free to contact Fidel Herrera, of our staff, at fidel.herrera@hcd.ca.gov with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannan West". The signature is fluid and cursive, with the first name "Shannan" written in a larger, more prominent script than the last name "West".

Shannan West
Land Use and Planning Unit Chief

cc: Anthony L. Lombardo
Cody Phillips

ANTHONY LOMBARDO & ASSOCIATES

A PROFESSIONAL CORPORATION

ANTHONY L. LOMBARDO
KELLY MCCARTHY SUTHERLAND
JOSEPH M. FENECH
CODY J. PHILLIPS

144 W. GABILAN STREET
SALINAS, CA 93901
(831) 751-2330
FAX (831) 751-2331

December 16, 2020

File No. 5080.001

Ms. Jaime Scott Guthrie, AICP
Housing and Community Development
1441 Schilling Place
Salinas, CA 93901

RE: McIntosh/Laguna Seca Office Park

Dear Ms. Guthrie:

It is my understanding that you have asked if a single notice which includes separate legal descriptions and assessor's parcel numbers for multiple parcels is recorded if that recording should then appear on title for each parcel. The short answer is "yes."

When people purchase a property, they will generally also purchase title insurance for that property. Title companies offer title insurance policies to buyers. Title insurance insures that the seller has clear title to the property. Title companies also identify exceptions to that clear title. Exceptions such as a neighbor's easement across the property or tax liens on the property will be listed in the title report as exceptions to the title insurance to be offered.

Title companies use a number of methods to locate, on a parcel by parcel basis, judgements, maps, liens, easements and other recorded documents that impact the title for each parcel. The work is intricate and sometimes tedious. Their findings are then consolidated into a title report.

If a document includes the assessor's parcel numbers and legal descriptions for multiple properties, most title companies will find it and include it as an exception to the title insurance for each of the properties listed in the document. Having both the assessor's parcel number and the legal description in the document make it more likely that a title company will find the document and know to include it as an exception on title for each parcel. In my experience over many years with many title officers, I have not seen it ever matter whether a notice is recorded separately for each property or whether a notice includes multiple properties.

Ms. Jaime Scott Guthrie

December 16, 2020

Page | 2

As with any system, it is not full-proof. If a title company misses a document that it should have found and included as an exception, the buyer can make a claim against the title company for missing that exception. In order to avoid getting sued for missing exceptions, title companies tend to be very careful in their review. Their business model requires them not to miss many such documents.

I hope this addresses your concern. If you have any questions, please feel free to call me.

Sincerely,


Kelly McCarthy Sutherland
KMS/DE

MONTEREY COUNTY

HOUSING AND COMMUNITY DEVELOPMENT

Carl P. Holm, AICP, Director



HOUSING | PLANNING | BUILDING | ENGINEERING | ENVIRONMENTAL SERVICES
1441 Schilling Place South, 2nd Floor
Salinas, California 93901-4527
(831)755-4800
www.co.monterey.ca.us

20 January 2021

SENT VIA EMAIL

Fidel Herrera
State of California Dept. of Housing & Community Development
Division of Housing Policy Development
2020 W. El Camino Ave., Ste. 500
Sacramento, CA 95833

Subject: Leonard McIntosh Housing Project

Dear Mr. Herrera,

Thank you to you and to Ms. Coy for your time on the phone call on January 14, 2021 to discuss the December 22, 2020 letter from HCD whose subject was stated as “Leonard McIntosh Housing Project – Letter of Technical Assistance.” The letter states concern with “*ad hoc*” application of a 35% inclusionary requirement to the McIntosh project that had not been analyzed as a governmental constraint in the County’s certified 2015-2023 Housing Element. As explained during our discussion, the Development Evaluation System (DES) is established by the County’s 2010 *General Plan* (Policy LU-1.19), and the County has been applying the DES criteria set forth in the *General Plan* while County staff is developing implementation procedures. As further explained, with respect to the McIntosh project, the Monterey County Planning Commission applies the DES to the project in conjunction with an incentive under Density Bonus law, resulting in an effective 28.57% requirement for affordable housing, not a 35% affordability requirement. The 28.57% requirement consists of units affordable to households with incomes of (1) Very Low, (2) Moderate, and (1) Workforce II (the latter is defined as affordable to households earning 150-180% of area median income).

The applicant, Leonard McIntosh, appealed the Planning Commission’s decision to the Board of Supervisors, which is scheduled for a *de novo* hearing on the February 2, 2021 agenda. Based on State HCD’s expressed concerns, County staff will present the 28.57% proposal approved by the Planning Commission, and will also present an alternative option for a 21% affordability requirement, as further described below. County staff would appreciate clarification from CA HCD’s staff prior to February 2 (and ideally, prior to the staff report deadline of January 22) as to whether CA HCD has any objection to either the 28.57% or 21% affordable housing proposals.

County staff understanding is that the main purpose of the CA HCD letter is not to comment on the McIntosh project *per se*, however, rather to call attention to the absence of specific governmental constraints analysis of the DES (Policy LU-1.19) within the Monterey County’s certified 2015-2023 Housing Element. County staff further understands that State HCD staff is willing to work with the County to include such an analysis through either a focused amendment to the certified Housing Element or the next Housing Element cycle.

In so far as the HCD letter relates to the McIntosh project, County staff would like to clarify application of the affordable housing requirements:

- 1) The McIntosh project site is not included in the 2015-2023 Housing Element's identification of sites for meeting the County's Regional Housing Needs Allocation (RHNA) because the site is not zoned residential; the site is zoned for commercial use with limited residential use, and is outside of the County's priority growth areas. However, to facilitate the development of housing, the County proposes to eliminate zoning barriers to the residential 15-unit apartment building on the commercially-zoned lot. The lot is part of the Laguna Seca Office Park (LSOP). Commercial zoning of the LSOP allows residential use that does not exceed commercial development on any one lot in the LSOP. To enable the project proponent's request for 100% residential use on one lot, staff proposes and the Planning Commission approve a General Development Plan (GDP) that covers several lots in the LSOP, thereby achieving the residential/commercial balance by consolidating residential use on the proposed lot in exchange for other lots in the LSOP that already have commercial development foregoing their rights to residential use.
- 2) The Airport Land Use Commission (ALUC) had "no decision" on this project because of a dispute as to which airport compatibility plan applies, either the former Comprehensive Land Use Plan (CLUP) or the Airport Land Use Compatibility Plan (ALUCP) adopted in 2019 for the Monterey Regional Airport. The project is on a lot within airport safety hazard Zone 4 of the 2019 ALUCP, under which the proposed level of residential density would not be allowed to exceed 2 acres per residential unit, a far lower density than the apartment complex proposal. The ALUC decision effectively eliminates a maximum density barrier to facilitate development of housing at the proposed location.
- 3) The County applies a financial incentive to the project pursuant to state Density Bonus law in the form of waiving a portion of the in-lieu fee for affordable housing. Per the County's Inclusionary Housing Ordinance (Monterey County Code Chapter 18.40), the proposed 15-unit apartment building gets an automatic residential credit of one unit (one residential unit could be allowed by-right). Affordable housing calculations are then based on 14 added units (15 minus 1). If 35% is multiplied by 14 units under the DES, *General Plan* Policy LU-1.19, the result is an obligation of 4.9 units affordable to household income levels as follows:
 - (1) Low;
 - (1) Moderate;
 - (1) Workforce I; and
 - (1.9) Workforce II units.

[Note: If General Plan policy LU-1.19 did not apply, the separate *General Plan* Policy LU-2.13, requires affordable housing in new residential development at 25% (6% very low, 6% low, 8% moderate, and 5% Workforce I (up to 150% of median)). Application of the 25% requirement without any bonuses or incentives would result in a requirement of 3.5 affordable units.]

In the case of the McIntosh project, the County Planning Commission applies a financial incentive under Density Bonus law triggered by provision of one unit affordable at very low-income level (VL). Recommendation by the County's Housing Advisory Committee (HAC) and decision by the Planning Commission results in a mix of inclusionary housing built units affordable to household income levels as follows:

- (1) Very Low;
 - (2) Moderate;
 - (1) Workforce II; plus
- Waiver of in-lieu fee for 0.9 fractional unit.


As a financial incentive, the Planning Commission decision provides for waiver of the 0.9 fractional unit in-lieu fee (incentive for VL unit). With that waiver, the total affordability requirement equals 28.57% (4 out of 14). Note: Workforce II is defined as affordable to households with income of 150% to 180% of median income; if only the inclusionary units (defined as very low-, low-, or moderate-income) are counted as “affordable,” the requirement equals 3 units out of 14, which is a 21% requirement.

County staff believes the approach to housing is reasonable under the circumstances of this case because the County is in dire need of affordable housing. This option provides affordable housing in an area of the County where it is needed, and the County effectively reduces the 35% requirement by waiving a portion of the in-lieu fee. County staff is also considering providing an alternative option for the Board of Supervisors’ consideration. This option would consist of eliminating the Workforce II unit and increasing the waiver of the inclusionary housing in-lieu fee to equal 1.9 units. This option would reduce the inclusionary requirement to only 3 units out of 14, which equals 21%. Under this option, the affordability requirement is near equal to the County’s Inclusionary Housing Ordinance requirement that 20% of new residential development be affordable to very low-, low-, and moderate-income households. The County’s Inclusionary Housing Ordinance was addressed in the County’s most recent 2015-2023 Housing Element (see p. 68), and therefore, should not raise State HCD’s concern with a governmental constraint that was not analyzed in the Housing Element.

County staff would appreciate clarification that State HCD staff does not object to the 28.57% or 21% affordability requirement for the McIntosh project. County staff also reiterates commitment to working with State HCD staff to address concern with including analysis of Policy LU-1.19 (the DES) as a governmental constraint as an amendment to the current Housing Element or in the next cycle of the Housing Element, moving forward.

Please feel free to contact Jaime Scott Guthrie, project planner, with any questions at 831.796.6414 or email guthriejs@co.monterey.ca.us

Sincerely,



for

Craig Spencer, HCD-Planning Services Manager
Housing and Community Development – Planning

cc: File PLN170765
Wendy S. Strimling, Assistant County Counsel

RE: Leonard McIntosh Housing Project Letter

Herrera, Fidel@HCD <Fidel.Herrera@hcd.ca.gov>

Tue 2/2/2021 4:28 PM

To: Guthrie, Jaime S. x6414 <GuthrieJS@co.monterey.ca.us>

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]
Dear Jaime,

This email is in response to the letter sent by the County of Monterey to HCD dated January 20, 2021. As the County is aware, the State of California is in a housing crisis, and the provision of housing is a priority in the highest order. HCD appreciates the County’s communications and willingness to dialogue with the applicant. Further, HCD encourages both the County and the applicant to continue working together to reach an agreement that results in a project that is feasible to build and yields new housing units in the County.

In addition, please be mindful of the County’s housing element obligation to address and, where appropriate and legally possible, remove governmental constraints to the maintenance, improvement, and development of housing for both the 5th and 6th cycles.

Please feel free to contact me at fidel.herrera@hcd.ca.gov if you have questions.

Sincerely,



Fidel Herrera
Senior Housing Policy Specialist
Housing & Community Development
2020 W. El Camino Avenue, Suite 500 | Sacramento, CA 95833

From: Guthrie, Jaime S. x6414 <GuthrieJS@co.monterey.ca.us>
Sent: Wednesday, January 20, 2021 8:48 AM
To: Herrera, Fidel@HCD <Fidel.Herrera@hcd.ca.gov>
Cc: Spencer, Craig x5233 <SpencerC@co.monterey.ca.us>; Strimling, Wendy x5430 <strimlingw@co.monterey.ca.us>
Subject: Re: Leonard McIntosh Housing Project Letter

Dear Fidel,
Please find attached a response letter from the phone conversation between State HCD staff and Monterey County staff on 1/14/21. With the appeal of this project on 2/2/21, we are hopeful and would be grateful for a response by this Friday 1/22, if at all possible.

Kind regards,
Jaime Scott Guthrie, AICP

Associate Planner

831.796.6414 | GuthrieJS@co.monterey.ca.us

County of Monterey Housing & Community Development

1441 Schilling Place South, 2nd Floor, Salinas, CA 93901

Code of [Ordinances \(library.municode.com\)](#), + Accela Citizens Access ([ACA](#)) [\[aca.accela.com\]](#)

From: Herrera, Fidel@HCD <Fidel.Herrera@hcd.ca.gov>
Sent: Tuesday, December 22, 2020 5:14 PM
To: Guthrie, Jaime S. x6414 <GuthrieJS@co.monterey.ca.us>
Subject: Leonard McIntosh Housing Project Letter

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]
Hi Jaime,

Attached is a letter to the County regarding the Leonard McIntosh Housing Project. Please include the letter for the appeal scheduled on January 12, 2021.

Please confirm receipt of the letter. Let me know if you have questions.

Thank you,



Fidel Herrera
Senior Housing Policy Specialist
Housing & Community Development
2020 W. El Camino Avenue, Suite 500 | Sacramento, CA 95833



Monterey County

Item No.18

Board Report

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

Legistar File Number: A 21-037

February 23, 2021

Introduced: 2/10/2021

Current Status: Natividad Medical Center -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Authorize the Chief Executive Office for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 (Order Form) to the agreement (A-13957) with Kronos, including one (1) future amendment, for software support and professional services, with no change to the term and will be concurrent to the original agreement term (July 1, 2018 through June 30, 2023) and adding \$46,349.38 for a revised total agreement amount not to exceed \$1,509,441
- b. Authorize the Deputy Purchasing Agent for NMC or his designee to execute up to one (1) future amendment to the agreement, which does not significantly alter the scope of work and does not cause an increase of more than ten percent (10%) (143,900) of the original cost of the agreement per the amendment.

RECOMMENDATION:

It is recommended the Board of Supervisors:

- a. Authorize the Chief Executive Office for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 (Order Form) to the agreement (A-13957) with Kronos, including one (1) future amendment, for software support and professional services, with no change to the term and will be concurrent to the original agreement term (July 1, 2018 through June 30, 2023) and adding \$46,349.38 for a revised total agreement amount not to exceed \$1,509,441
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SUMMARY/DISCUSSION:

Natividad Medical Center currently utilizes the Kronos Timekeeper to capture time for all staff employed and to capture time worked for all contracted staff. In addition, NMC completed implementation of Attendance Manager, Basic Scheduler, Productivity and Human Resources (HR) modules, Advanced Scheduler and Cloud Services.

NMC is requesting the approval of this agreement to allow the facility to continue to add the following modules; Leave of Absence and SMS Quick-fill. Leave of Absence will allow NMC to track employees efficiently and ensure appropriate notifications go out in a timely fashion. The SMS

Quick-fill will allow Natividad to fill vacant shifts in a the scheduling system allowing staff to pick up open shifts via text message which will speed up the process and ensure the appropriate number of clinical staff are on each shift and in accordance with staffing ratios. schedules.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this amendment No. 2 (Order Form) as to legal form and risk provisions, 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 its Board of Trustees on January 8, 2021

FINANCING:

The cost for this amendment No. 2 (Order Form) is \$46,349.38 of which \$46,349.38 will be absorbed in the Fiscal Year 2020-21 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This amendment is for a software system which improves data processing at NMC. The use of this system directly contributes to a more efficient and effective use of resources within the organization.

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

Prepared by: Janine Bouyea, Acting Assistant Administrator, 783-2701

Approved by: Gary R. Gray, DO, Chief Executive Officer, 783-2504

Attachments:

Kronos Inc. Amendment No. 2 (Order Form)
Kronos Inc. Amendment No. 1 (Order Form)
Kronos Inc. Agreement 1 of 3
Kronos Inc. Agreement 2 of 3
Kronos Inc. Agreement 3 of 3

Attachments on file with the Clerk of the Board



Monterey County

Item No.

Board Report

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

Legistar File Number: A 21-037

February 23, 2021

Introduced: 2/10/2021

Current Status: Agenda Ready

Version: 1

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This amendment is for a software system which improves data processing at NMC. The use of this system directly contributes to a more efficient and effective use of resources within the organization.

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

Prepared by: Janine Bouyea, Acting Assistant Administrator, 783-2701

Approved by: Gary R. Gray, DO, Chief Executive Officer, 783-2504

Attachments:

Kronos Inc. Amendment No. 2 (Order Form)

Kronos Inc. Amendment No. 1 (Order Form)

Kronos Inc. Agreement 1 of 3


Kronos Inc. Agreement 2 of 3

Kronos Inc. Agreement 3 of 3

Attachments on file with the Clerk of the Board



Dr. Gary R. Gray, Chief Executive Officer



Date

**AMENDMENT NO. 2 (ORDER FORM)
TO AGREEMENT No. A-13957
BETWEEN KRONOS INCORPORATED AND
THE COUNTY OF MONTEREY, D/B/A NATIVIDAD MEDICAL CENTER
FOR
Workforce Central – Software as a Service Terms and Conditions**

This Amendment No. 2 (Order Form) to Agreement No. A-13957 (“Agreement”), dated June 12, 2018, is entered into by and between The County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Kronos Incorporated (“Contractor”), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Workforce Central- Software as a Service with a term July 1, 2018 through June 30, 2023 and a total Agreement amount not to exceed \$1,439,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on June 10, 2019 via Amendment No. 1 to incorporate into the Agreement, the Order Form (KSS Tool Attestation Tool Kit) executed concurrently with this Agreement; and

WHEREAS, the County and Contractor wish to amend the Agreement to incorporate into the Agreement, the Order Forms (Kronos Workforce SMS Service, Additional Manager Licenses & Scheduler Licenses) with no change to the term of the Agreement .

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. New Order Form. Order Form (Kronos Workforce SMS Service), referencing Quote # 675379-2 (“Order Form No. A”), is attached hereto and is incorporated herein by this reference.
2. New Order Form. Order Form (Kronos Workforce Manager V8 SAAS), referencing Quote #Q-62472 (“Order Form No. B”) is attached hereto and incorporated herein by this reference.
3. The term of the Monthly SaaS and Equipment Rental Fees set forth in Order Form No. 2 is coterminous with the term of the Monthly Service Fees set forth in the Agreement.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unreflective by this Amendment No. 2 (Order Forms), Amendment No. 1 (Order Forms) and the Agreement shall continue in full forms and effect.
5. A copy of this Amendment No. 2 (Order Forms) shall be attached to the Original Agreement.
6. This Amendment No. 2 (Order Forms) shall be effective upon execution when both parties have signed.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 (Change Forms) 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: 2/11/2021

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 2-11-2021

CONTRACTOR

Kronos Inc.

CONTRACTOR's Business Name

See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

Name and Title

Date: _____

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

Name and Title

Date: _____

*****Instructions*****

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

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

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

ORDER FORM

Quote#: 675379 - 2
Expires: 26-FEB-2021
Sales Executive: Kearney, Christopher

Order Type: Upgrade US
Date: 20-JAN-2021
Page: 1/2

Bill To: NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD
 SALINAS
 CA 93906
 United States
Solution ID: 6083270

Ship To: NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD
 SALINAS
 CA 93906
 United States
Contact: Janine Bouyea
Email: bouyeaj@natividad.com
Ship To Phone:

Payment Terms: N30
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

This order is subject to the terms and conditions of that certain Workforce Central- Software as a Service Terms and Conditions between Kronos and Customer dated 6/13/2018, as amended on 5/17/2019.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE SMS - STANDARD PER MESSAGE BLOCK	100	
USAGE WORKFORCE SMS - STANDARD PER MESSAGE BLOCK	100	
Total Price		750.00

SUPPORT SERVICES

Item	Duration	Total Price
UNLESS OTHERWISE NOTED ABOVE, SOFTWARE SUPPORT SERVICES HAVE BEEN DECLINED.		0.00
Total Price		0.00

PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

Item	Quantity	Unit Price	Total Price
PARAGON ONLINE REMOTE TEAM	126 Hours		23,380.00
Project Manager	24 Hours	180.00	
Solution Consultant	82 Hours	180.00	
Technology Consultant	20 Hours	215.00	
TRAINING POINTS	2150 Points	1.00	2,150.00
Total Price			25,530.00

QUOTE SUMMARY

Description	Total Price
Subtotal	26,280.00
Deposit	0.00
Tax	69.38
Grand Total	26,349.38

NATIVIDAD MEDICAL CENTER

Signature: _____

Name: _____

Title: _____

Effective Date: _____

Kronos Incorporated

Signature: _____ Scott Giangrande

Name:  Order Processing Analyst
Jan 20 2021 1:39 PM

Title: _____

Effective Date: _____



Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.

KRONOS WORKFORCE SMS ADDENDUM

This is an Addendum to the agreement governing the Kronos scheduling product for which Customer is purchasing the Kronos Workforce SMS service (i.e., the Workforce Central Software as a Service Terms and Conditions Agreement, Kronos Sales Software License and Service Agreement, or Workforce Dimensions Agreement, as applicable) (the “Agreement”) between Natividad Medical Center (“Customer”) and Kronos.

The parties hereby agree that the following terms and conditions are supplemental terms and conditions to the Agreement and are applicable to Kronos Workforce SMS service (“Workforce SMS”):

Description. Workforce SMS is a subscription based service, provided solely for Customer’s internal use, by which: (i) Customer may notify employees who are permitted to use a Kronos scheduling product, via mobile technology (SMS) of the existence of one or more available work shifts, and (ii) employees’ responses are tracked in order that Customer may fill those available work shifts more efficiently. Each exchanged message (notice, response, confirmation, denial) shall be considered an “Interaction.”

Implementation. To initiate and setup administration of the required mobile communications with the mobile carriers, Kronos will perform the standard implementation of Workforce SMS, including configuration, as described in the statement of work signed by the Customer. Any additional professional services for non-standard implementation services will be subject to a separate Order Form or a separate statement of work mutually agreed upon by both parties, including any additional associated fees and expenses. Kronos may, at its sole discretion, update and enhance the features available through Workforce SMS and applicable Kronos scheduling product.

Payment. Kronos will invoice Customer for Workforce SMS usage based on the maximum number of Annual Interactions Customer has chosen to purchase (the “Annual Interaction Usage Fee”). The Annual Interaction Usage Fee will cover Workforce SMS usage by managers and employees through and including the expiration of the twelve month annual usage term (the “Annual Use Term”), or until the maximum number of Interactions purchased by Customer has been used, whichever occurs first. The Annual Use Term shall begin ninety (90) days from Order execution. If prior to the expiration of the Annual Use Term Customer has used the maximum number of Interactions covered by the Annual Interaction Usage Fee, Kronos will charge the Customer for any excess Interactions used on a per Interaction basis (the “Excess Interaction Rate”). Kronos will invoice Customer fees in accordance with the Workforce Central Software as a Service Terms and Conditions Agreement dated June 14, 2018. The Customer’s Annual Interaction Usage Fee for the Annual Use Term shall be set forth in the applicable Order Form. Workforce SMS volume purchase options and the method for calculating the applicable Annual Interaction Usage Fee and Excess Interaction charges are described more fully at (“Pricing URL”): <http://www.kronos.com/Legal/Workforce-SMS-pricing>

Restrictions on Workforce SMS Services; Additional Responsibilities. Customer agrees that Workforce SMS has not been designed for, and may not be used as, a means to connect with country specific emergency services such as 911, E911, 000, 112 and 999. Kronos shall have no liability for any delays, failures or unavailability of Workforce SMS due to transmission or other delays, errors or problems beyond Kronos’ control, or any other interruptions caused by the mobile communications network and/or mobile devices. Customer acknowledges that Workforce SMS pricing quoted on the applicable Order Form covers Interactions occurring in or between the counties as listed in the Pricing URL list above and that additional fees may apply for Interactions

in or between other countries. Unused Interactions expire at the end of the Annual Usage Term and are not eligible for credit. Use of the Workforce SMS subscription service is subject to the terms set forth in the Agreement as well as the Acceptable Use Policy found at: <http://www.kronos.com/Legal/TwilioAUP> and Customer agrees to defend, indemnify and hold harmless Kronos, its employees agents and subcontractors from all loss, damage or injury that may result from Customer's failure to abide by such Policy. Customer acknowledges that communications occurring through Workforce SMS may be subject to standard mobile carrier policies or government regulatory requirements for mobile communications. Kronos may discontinue Workforce SMS upon one hundred twenty (120) days prior written notice to Customer. In the event of discontinuation during the initial or renewal Annual Use Term, Kronos will refund or credit the Customer for the unused portion of the previously paid Annual Interaction Usage Fee. Otherwise, Customer's payment of professional services and/or Interaction usage fees shall be non-refundable.

Security for Workforce SMS: Workforce SMS service relies upon a third party hosted communication platform and interactions with worldwide telecommunications networks to deliver SMS messages not under the control of Kronos. Accordingly, notwithstanding any other provision of the Agreement or this Addendum to the contrary, Customer understands and acknowledges the exclusive statement of the security and privacy provided is: Kronos will undertake commercially reasonable measures to protect the security and privacy of data transmitted through the Workforce SMS service, however the security and privacy of such SMS data cannot be guaranteed in this global network involving many third parties.

Renewal and Termination. The initial Annual Use Term is twelve months. Upon the expiration of that twelve month period and upon each anniversary date thereafter, the term of this Addendum and the Annual Use Term shall renew and terminate in accordance with the renewal and termination terms of the Workforce Central Software as a Service Terms and Conditions Agreement dated June 14, 2018.

AGREED AND ACCEPTED

CUSTOMER:

By: _____

Name: _____

Title: _____

Date: _____

KRONOS:

By: _____

Name: _____

Title: _____

Date: _____



Quote#: Q-62472
Expires: 2/20/2021
Sales Executive: Christopher Kearney

ORDER FORM
Order Type: Amendment
Date: 1/21/2021

Bill To Contact:

Bill To: NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS, CA 93906 USA

Ship To Contact: Janine Bouyea

Ship To: NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS, CA 93906 USA

Ship to Phone: 831-783-2701
Ship to Mobile:
Contact: Janine Bouyea
Email: cloudservices-licensing@ukg.com

Currency: USD
Customer PO Number:
Solution ID: 6083270
Term: Co-Term
Billing Start Date: Upon Signature of Order Form
Data Center Location: USA

Shipping Terms: Shipping Point
Ship Method:
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Term: Net 30 Days

Order Notes:

This order is subject to the terms and conditions of that certain Workforce Central-Software as a Service Terms and Conditions between Kronos and Customer dated 06/13/2018.

SaaS Services

Billing Frequency: Annual in Advance

Product Name	Quantity	PEPM	Monthly Price
WORKFORCE MANAGER V8 SAAS	25	USD 25.00	USD 625.00
WORKFORCE MOBILE MANAGER V8 SAAS	25	USD 0.00	USD 0.00
Total Price			USD 625.00

Quote Summary

	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 625.00


NATIVIDAD MEDICAL CENTER

Signature: _____

Name: _____

Title: _____

Effective Date: _____

Kronos IncorporatedSignature: _____ Scott Giangrande
Order Processing Analyst
Jan 21 2021 1:33 PMName:  _____

Title: _____

Effective Date: _____



Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.

NATIVIDAD MEDICAL CENTER

Signature: _____

Name: _____

Title: _____

Effective Date: _____

Kronos Incorporated

Signature: _____

Name: _____

Title: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.

**AMENDMENT NO. 1
TO AGREEMENT No. A-13957
BETWEEN KRONOS INCORPORATED AND
THE COUNTY OF MONTEREY, D/B/A NATIVIDAD MEDICAL CENTER
FOR
Workforce Central – Software as a Service Terms and Conditions**

This Amendment No. 1 to Agreement No. A-13957 ("Agreement"), dated June 13, 2018, is entered into by and between The County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Kronos Incorporated ("Contractor"), with respect to the following:

RECITALS

WHEREAS, the County and Contractor wish to amend the Agreement to purchase additional Application for Attestation and Implementation Services as requested by County; and

WHEREAS, the County and Contractor wish to amend the Agreement to incorporate into the Agreement, the Order Form (KSS Tool Attestation Tool Kit) executed concurrently with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. The parties acknowledge that the Order Form (KSS Tool Attestation Tool Kit) executed herewith is incorporated into this Amendment No. 1 and the Agreement.
2. The Monthly Service Fee for the Application on the Order Form shall co-term with County's existing Monthly Service Fees paid pursuant to the Agreement.
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unreflective by this Amendment No. 1 and shall continue in full forms and effect.
4. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
5. This Amendment No.1 shall be effective upon execution of the attached order form.

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: [Signature]
Gary R. Gray, DO, CEO

Date: 5/20/19

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County, Deputy County Counsel

Date: 5.17.19

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Auditor/Controller's Office

Date: 5-20-19

Kronos Incorporated

Kronos Incorporated
Contractor's Business Name** (see instructions)

[Signature]
Signature of Chair, President, or Vice-President

John O'Brien
Chief Revenue Officer
Name and Title

Date: 6/10/19

By: [Signature]
DocuSigned by:
Scott Giangrande
(Signatures of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Scott Giangrande Order Processing Analyst

Name and Title

Date: 6/6/2019

Instructions

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

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

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



Order Form

Creation Date:	5/2/2019	Expiration Date	7/26/2019
Prepared By:	Chris Kearney	Order Type	Upgrade
Bill To:	Attention: JANINE BOUYEA NATIVIDAD MEDICAL CENTER 1441 CONSTITUTION BLVD SALINAS CA 93906	Ship To:	Attention: JANINE BOUYEA NATIVIDAD MEDICAL CENTER 1441 CONSTITUTION BLVD SALINAS CA 93906
Solution ID:	6083270	License Email:	resolutions@kronos.com
Primary Contact Name:	JANINE BOUYEA	FOB:	Shipping Point
Primary Contact Phone:	811-783-2701	Ship Method:	Fedex Ground
		Freight terms:	Prepay & Add
		Payment Terms:	N30
		DataCenter Location:	USA
Currency:	USD		
Customer PO#			
Initial Term:	Co-Term with Existing Contract	Kronos Contact Information:	Kronos Incorporated 900 Chelmsford St Lowell, MA 01851 Telephone # 978-250-9800 Fax # 978-367-5900
Renewal Term:	One Year		
Billing Start Date:	Upon Execution of Order Form		

APPLICATIONS

Billing Frequency: Annual in Advance

Applications	License Count	PEPM	Monthly Service Fee
KSS Tool Attestation Tool Kit	2,000	\$0.38	\$760.00
Total Monthly Application Fee			\$760.00

CORE SMB PROFESSIONAL / EDUCATIONAL SERVICES

Billing Frequency: Invoiced Upon Execution of Order Form

Professional Services - Part # / Description	Qty	Rate	Role	Total Price
9990004 SMB Implementation WFC SAAS SMB	1	\$6,000.00	Grouped	\$6,000.00
Total SMB Professional Services				\$6,000.00

SUMMARY

Offering Types	Summary Total
Total Monthly Fee (Applications / Cloud Services / Equipment Rental)	\$760.00
Estimated Co-Term Total (Applications / Cloud Services / Equipment Rental)	\$37,240.00
Professional & Educational Fees (Time & Materials)	\$6,000.00
Estimated Grand Total	\$43,240.00

Order Notes:

This order is subject to the terms and conditions of that certain Workforce Central - Software as a Service Terms and Conditions between Kronos and Customer dated 6/13/18

Fixed Fee Implementation Details for the KSS Attestation Tool Kit is set forth at: <https://www.kronos.com/wfc-saas-implementation-guideline-details-flat-fee>

The Monthly fees listed herein will be co-termined with Customer's existing Application fees paid under previously executed order form(s). Customer's initial Annual in Advance invoice for the Application listed on this Order Form will be pro-rated to reflect this co-termining. With an estimated execution of this order form of 7/01/2019, Customer will have 49 months remaining on their current annual invoice so the \$760.00 Monthly fee will be pro-rated accordingly (an exact figure cannot be determined as the pro-ration will be based on a daily rate).

NATIVIDAD MEDICAL CENTER

Signature:

Name: SCOTT GIANGRANDE

Title: Order Processing Analyst

Effective Date: 6/6/2019

DocuSigned by:

Kronos Incorporated

Signature: Scott Giangrande

Name: SCOTT GIANGRANDE

Title: Order Processing Analyst

Effective Date: 6/6/2019

Monterey County Deputy County Counsel

Date: 5-17-19

Monterey County Deputy Auditor/Controller

Date: 5-21-19



Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-13957

Upon motion of Supervisor Parker, 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 a five year agreement with Kronos Inc. including one (1) Amendment, to the Kronos Agreement, for software support and professional services at NMC for an amount not to exceed \$1,439,000 with an agreement term July 1, 2018 through June 30, 2023; and
- b. Authorized the Deputy Purchasing Agent for NMC or his designee to execute up to one (1) future amendment to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (143,900) of the original cost of the agreement per the amendment.

PASSED AND ADOPTED on this 12th day of June 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Parker and Adams

NOES: None

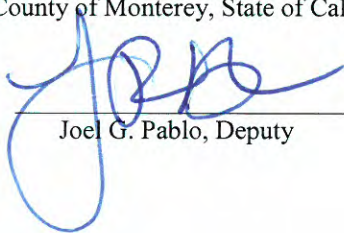
ABSENT: Supervisor Phillips

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting June 12, 2018.

Dated: June 26, 2018
File ID: A 18-190

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

By


Joel G. Pablo, Deputy

WORKFORCE CENTRAL - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

County of Monterey, DBA Natividad Medical Center (“Customer”) and Kronos agree that the terms and conditions set forth below shall apply to the Kronos supply of the commercially available version of the Workforce Central SaaS Applications in Kronos’ hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a Kronos Order Form. The Applications described on the Order Form shall be delivered by means of County of Monterey, DBA Natividad Medical Center’s permitted access to the Kronos infrastructure hosting such Applications.

Kronos and County of Monterey, DBA Natividad Medical Center hereby further agree that Kronos and/or its direct and indirect majority owned subsidiaries may enter into orders with County of Monterey, DBA Natividad Medical Center and/or its direct and indirect majority owned subsidiaries subject to the terms and conditions of this Agreement. By signing and entering into an Order Form that expressly references this Agreement, each such subsidiary of Kronos and/or County of Monterey, DBA Natividad Medical Center will be deemed to have agreed to be bound by the terms and conditions of this Agreement and all references in this Agreement to “Kronos” shall be references to the applicable Kronos entity entering into the order, and all references in this Agreement to “County of Monterey, DBA Natividad Medical Center” shall be references to the applicable County of Monterey, DBA Natividad Medical Center entity entering into the order.

1. DEFINITIONS

“Acceptable Use Policy” means the Kronos policy describing prohibited uses of the Services as further described at: <https://www.kronos.com/policies/acceptable-use>. The then-current policy is attached as Exhibit B.

“Agreement” means these terms and conditions and the Order Form(s).

“Application(s)” or **“SaaS Application(s)”** means those Kronos software application programs set forth on an Order Form which are made accessible for County of Monterey, DBA Natividad Medical Center to use under the terms of this Agreement.

“Billing Start Date” means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form. Notwithstanding, Implementation Services provided on a time and material basis are billed monthly as delivered. The Billing Start Date of the Monthly Service Fees for any Services ordered by County of Monterey, DBA Natividad Medical Center after the date of this Agreement which are incremental to County of Monterey, DBA Natividad Medical Center’s then-existing Services shall be the date the applicable Order Form is executed by Kronos and County of Monterey, DBA Natividad Medical Center.

“Cloud Services” means those services related to County of Monterey, DBA Natividad Medical Center’s cloud environment as further described at: <http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx>. The then-current policy is attached as Exhibit C.

“Confidential Information” means any non-public information of a party or its Suppliers relating to such entity’s business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary or confidential to the disclosing party or its Suppliers.

“County of Monterey, DBA Natividad Medical Center Content” means all content County of Monterey, DBA Natividad Medical Center, or others acting on behalf of or through County of Monterey, DBA Natividad Medical Center, posts or otherwise inputs into the Services.

“Documentation” means user manuals published by Kronos relating to the features and functionality of the Applications.

“Equipment” means the Kronos equipment specified on an Order Form.

“Implementation Services” means those professional and educational services provided by Kronos to set up the cloud environment and configure the Applications. Unless otherwise set forth on an Order Form as “a la carte” services (supplemental fixed fee, fixed scope services) or “bill as you go” services (time and material services described in a Statement of Work), Kronos will provide, as part of the Monthly Service Fee for the Applications, the fixed fee, fixed scope Implementation Services described in the Services

Implementation Detail set forth at: <https://www.kronos.com/wfc-saas-implementation-guideline-details-flat-fee>

“Initial Term” means the initial billing term of the Services as indicated on the Order Form. The Initial Term commences on the Billing Start Date. County of Monterey, DBA Natividad Medical Center may have access to the Services prior to the commencement of the Initial Term.

“KnowledgePass Content”/“KnowledgePass Education Subscription” have the meanings ascribed in Section 7.5.

“Minimum Contract Value” means the total of all Monthly Service Fees to be invoiced during the Initial Term or a Renewal Term, as applicable.

“Monthly Service Fee(s)” means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications and the Services, Cloud Services as applicable, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

“Order Form” means an order form mutually agreed upon by Kronos and County of Monterey, DBA Natividad Medical Center setting forth the items ordered by County of Monterey, DBA Natividad Medical Center and to be provided by Kronos, including without limitation the prices and fees to be paid by County of Monterey, DBA Natividad Medical Center. The Order Form for the conversion from perpetual on-premise licensing to SaaS is attached hereto as Exhibit 1.

“Personally Identifiable Data” means information concerning individually identifiable employees of County of Monterey, DBA Natividad Medical Center that is protected against disclosure under applicable law or regulation.

“Renewal Term” means the renewal billing term of the Services as indicated on the Order Form.

“Services” means (i) the Cloud Services, (ii) accessibility to the commercially available version of the Applications by means of access to the password protected County of Monterey, DBA Natividad Medical Center area of a Kronos website, and all such services, items and offerings accessed by County of Monterey, DBA Natividad Medical Center therein, and (ii) the Equipment rented hereunder, if any.

“Statement of Work”, “SOW”, “Services Scope Statement” and “SSS” are interchangeable terms referring to a written description of the Implementation Services mutually agreed upon by Kronos and County of Monterey, DBA Natividad Medical Center and set forth as “bill as you go” services on the Order Form.

“Supplier” means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Services. Kronos may at its sole discretion replace a Supplier, provided that a change to Supplier will not have a materially adverse effect on the Services delivered by Kronos under this Agreement.

“Term” means the Initial Term and any Renewal Terms thereafter.

“Training Points” has the meaning ascribed to it in Section 7.6 below.

2. TERM

2.1 Billing for the Services commences on the Billing Start Date, and continues for the Initial five (5) year Term or until terminated in accordance with the provisions of the Agreement. At the expiration of the Initial five (5) year Term, the parties may agree to enter into an additional one (1) year Renewal Term by way of an amendment to this Agreement.

2.2 County of Monterey, DBA Natividad Medical Center may terminate the Services and this Agreement for convenience upon sixty (60) days prior written notice subject to County of Monterey, DBA Natividad Medical Center’s payment of the Minimum Contract Value. Kronos may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

2.3 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within thirty (30) days after receipt of written notice.

2.4 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party’s reasonable discretion, within ten (10) business days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

2.5 If the Agreement is terminated for any reason:

(a) County of Monterey, DBA Natividad Medical Center shall pay Kronos within thirty (30) days of such termination, all fees accrued and unpaid under this Agreement prior to the effective date of such

termination, provided however, if County of Monterey, DBA Natividad Medical Center terminates for material breach of the Agreement by Kronos, Kronos shall refund County of Monterey, DBA Natividad Medical Center any pre-paid fees for Services not delivered by Kronos;

(b) County of Monterey, DBA Natividad Medical Center's right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;

(c) County of Monterey, DBA Natividad Medical Center agrees to timely return all Kronos-provided materials related to the Services to Kronos at County of Monterey, DBA Natividad Medical Center's expense or, alternatively, destroy such materials and provide Kronos with an officer's certification of the destruction thereof; and

(d) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

2.6 County of Monterey, DBA Natividad Medical Center Content shall be available to County of Monterey, DBA Natividad Medical Center to retrieve at any time and at no additional charge throughout the Term and for no more than thirty (30) days after expiration or termination of the Agreement for any reason. After such time period, Kronos shall have no further obligation to store or make available the County of Monterey, DBA Natividad Medical Center Content and will securely delete all County of Monterey, DBA Natividad Medical Center Content without liability of any kind.

2.7 Customer's payments to Kronos under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued to allow for County of Monterey, DBA Natividad Medical Center to acquire the indicated quantity of Services on the applicable Order Form, then County of Monterey, DBA Natividad Medical Center may give written notice of termination in accordance with Section 2.2 without being subject to pay the Minimum Contract Value, and the obligations of the parties under this Agreement shall terminate, unless in the meanwhile the parties enter into a written amendment modifying this Agreement. In the event Customer invokes this right of termination, Customer agrees to pay for all goods delivered and services provided prior to the date of termination. Notwithstanding the foregoing, Customer agrees that it shall not execute an Order Form to acquire goods and services unless it has the funding allocated to pay for such items listed on the applicable Order Form.

3. FEES AND PAYMENT

3.1 County of Monterey, DBA Natividad Medical Center shall pay Kronos the Monthly Service Fees, the fees for the Implementation Services and any additional one time or recurring fees for Equipment, Training Points, KnowledgePass Education Subscription and such other Kronos offerings, all as set forth on the Order Form. The Monthly Service Fees will be invoiced on the frequency set forth on the Order Form ("**Billing Frequency**"). If County of Monterey, DBA Natividad Medical Center and Kronos have signed a Statement of Work for the Implementation Services, Implementation Services will be invoiced monthly as delivered unless otherwise indicated on the Order Form. If Kronos is providing Implementation Services in accordance with the Services Implementation Guideline or as "a la carte" services on the Order Form, Kronos will invoice County of Monterey, DBA Natividad Medical Center for Implementation Services in advance of providing such Implementation Services unless otherwise indicated on the Order Form. All other Kronos offerings will be invoiced upon execution of the applicable Order Form by Kronos and County of Monterey, DBA Natividad Medical Center, unless otherwise indicated on an Order Form. Kronos shall submit such invoice periodically or some services will be prepaid in advance of completion of services, but in any event, invoices need to be submitted no later than 30 days after completion of services. The invoice shall set forth the amounts claimed by Kronos for the invoice 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, it is understood that some services are billed annually in advance and any professional or implementation services are billed monthly in arrears. "). If County of Monterey, DBA Natividad Medical Center disagrees with Kronos on the amount of an invoice, County of Monterey, DBA Natividad Medical Center shall work with Kronos in good faith to correct the invoice. Pending settlement or resolution of the dispute, County of Monterey, DBA Natividad Medical Center non-payment of such disputed items shall not constitute default by County of Monterey, DBA Natividad Medical Center

All payments not under a under a good faith dispute shall be sent to the attention of Kronos as specified on the invoice. Except as expressly set forth in this Agreement, all amounts paid to Kronos are non-refundable. County of Monterey, DBA Natividad Medical Center is responsible for all applicable federal, state, country, provincial or local taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.

3.2 If any amount owing under this or any other agreement between the parties is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that County of Monterey, DBA Natividad Medical Center's account is overdue before suspending Services.

3.3 At the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice.

3.4 County of Monterey, DBA Natividad Medical Center agrees that except if County of Monterey, DBA Natividad Medical Center terminates for material breach of the Agreement by Kronos, if County of Monterey, DBA Natividad Medical Center has not paid the Minimum Contract Value to Kronos prior to the expiration or termination of the Initial five (5) year Term, as applicable, County of Monterey, DBA Natividad Medical Center shall pay within thirty (30) days of the date of such expiration or termination, the difference between the total Monthly Service Fees then paid by County of Monterey, DBA Natividad Medical Center for the Initial five (5) year Term, as applicable, and the Minimum Contract Value, less SLA Credits, if any, that have been earned previously by County of Monterey, DBA Natividad Medical Center but not yet credited.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Agreement, Kronos hereby grants County of Monterey, DBA Natividad Medical Center a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation; b) training materials and KnowledgePass Content; and, c) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. County of Monterey, DBA Natividad Medical Center shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. County of Monterey, DBA Natividad Medical Center shall not use any of the third party software programs (or the data models therein) included in the Services except solely as part of and in connection with the Services. The JBoss® Enterprise Middleware components of the Service are subject to the end user license agreement found at http://www.redhat.com/licenses/jboss_eula.html. The then-current policy is attached as Exhibit D. County of Monterey, DBA Natividad Medical Center acknowledges that execution of separate third party agreements may be required in order for County of Monterey, DBA Natividad Medical Center to use certain add-on features or functionality, including without limitation tax filing services.

4.2 County of Monterey, DBA Natividad Medical Center acknowledges and agrees that the right to use the Applications is limited based upon the amount of the Monthly Service Fees paid by County of Monterey, DBA Natividad Medical Center. County of Monterey, DBA Natividad Medical Center agrees to use only the modules and/or features for the number of employees and users as described on the Order Form. County of Monterey, DBA Natividad Medical Center agrees not to use any other modules or features nor increase the number of employees and users unless County of Monterey, DBA Natividad Medical Center pays for such additional modules, features, employees or users, as the case may be. County of Monterey, DBA Natividad Medical Center may not license, sublicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. County of Monterey, DBA Natividad Medical Center may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder.

4.3 County of Monterey, DBA Natividad Medical Center may authorize its third party contractors and consultants to access the Services through County of Monterey, DBA Natividad Medical Center's administrative access privileges on an as needed basis, provided County of Monterey, DBA Natividad Medical Center: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

4.4 County of Monterey, DBA Natividad Medical Center acknowledges and agrees that, as between County of Monterey, DBA Natividad Medical Center and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with County of Monterey, DBA Natividad Medical Center, County of Monterey, DBA Natividad Medical Center shall not obtain or claim any rights in or ownership interest to the Services or Applications or any associated intellectual property rights in any of the foregoing. County of Monterey, DBA Natividad Medical Center agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by County of Monterey, DBA Natividad Medical Center through the Services.

4.5 When using and applying the information generated by the Services, County of Monterey, DBA Natividad Medical Center is responsible for ensuring that County of Monterey, DBA Natividad Medical Center complies with applicable laws and regulations. If the Services include the Workforce Payroll Applications or Workforce Absence Management Applications: (i) County of Monterey, DBA Natividad Medical Center is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using these Applications, (ii) using these Applications does not release County of Monterey, DBA Natividad Medical Center of any professional obligation concerning the preparation and review of any reports and documents, (iii) County of Monterey, DBA Natividad Medical Center does not rely upon Kronos, Best Software, Inc. or these Applications for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) County of Monterey, DBA Natividad Medical Center will review any calculations made by using these Applications and satisfy itself that those calculations are correct.

5. ACCEPTABLE USE

5.1 County of Monterey, DBA Natividad Medical Center shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement. County of Monterey, DBA Natividad Medical Center is responsible for all activities undertaken under the auspices of its passwords and other login credentials to use the Services.

5.2 County of Monterey, DBA Natividad Medical Center represents and warrants to Kronos that County of Monterey, DBA Natividad Medical Center has the right to publish and disclose the County of Monterey, DBA Natividad Medical Center Content in connection with the Services. County of Monterey, DBA Natividad Medical Center represents and warrants to Kronos that the County of Monterey, DBA Natividad Medical Center Content will comply with the Acceptable Use Policy.

5.3 County of Monterey, DBA Natividad Medical Center will not (a) use, or allow the use of, the Services in contravention of the Acceptable Use Policy.

5.4 Kronos may suspend the Services immediately upon written notice in the event of any security risk, negative impact on infrastructure or Acceptable Use Policy violation.

6. CONNECTIVITY AND ACCESS

County of Monterey, DBA Natividad Medical Center acknowledges that County of Monterey, DBA Natividad Medical Center shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, networking, internet access, third party services and related equipment and components); and (b) provide Kronos and Kronos' representatives with such physical or remote access to County of Monterey, DBA Natividad Medical Center's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. County of Monterey, DBA Natividad Medical Center will make all necessary arrangements as may be required to provide access to County of Monterey, DBA Natividad Medical Center's computer and network environment if necessary for Kronos to perform its obligations

under the Agreement.

7. IMPLEMENTATION AND SUPPORT

7.1 Implementation Services. Kronos will provide the Implementation Services to County of Monterey, DBA Natividad Medical Center. Implementation Services described in an SOW are provided on a time and materials basis, billed monthly as delivered unless otherwise indicated on the Order Form. The initial SOW for Consulting Services, Implementation of Workforce Advanced Scheduler and the Upgrade to Version 8.1 are attached hereto as Exhibits 2-A, 2-B, and 2-C. Implementation Services described in the Services Implementation Guideline are provided on a flat fee basis. If County of Monterey, DBA Natividad Medical Center requests additional Implementation Services beyond those described in the Services Implementation Guideline, Kronos will create a change order for County of Monterey, DBA Natividad Medical Center's review and approval and any additional Implementation Services to be provided by Kronos will be billed as delivered at the then-current Kronos professional services rates. Kronos' configuration of the Applications will be based on information and work flows that Kronos obtains from County of Monterey, DBA Natividad Medical Center during the discovery portion of the implementation. County of Monterey, DBA Natividad Medical Center shall provide Kronos with all necessary and accurate configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. In the event that Kronos is required to travel to County of Monterey, DBA Natividad Medical Center's location during the implementation, County of Monterey, DBA Natividad Medical Center agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, of the amount of such travel expenses, incurred by Kronos in accordance with the Monterey County Travel Policy describe in the Exhibit E, which Kronos 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 Kronos 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.. If County of Monterey, DBA Natividad Medical Center disagrees with Kronos on the amount of an invoice, County of Monterey, DBA Natividad Medical Center shall work with Kronos in good faith to correct the invoice. Pending settlement or resolution of the dispute, County of Monterey, DBA Natividad Medical Center non-payment of such disputed items shall not constitute default by County of Monterey, DBA Natividad Medical Center. County of Monterey, DBA Natividad Medical Center upon request. Kronos shall invoice Customer for such travel expenses and payment thereof shall be due net thirty (30) days from the date of the invoice. Kronos' then-current Professional/Educational Services Policies shall apply to all Implementation Services provided by Kronos and may be accessed at: <http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> The then-current policy is attached as Exhibit F. ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

7.2 Additional Services. County of Monterey, DBA Natividad Medical Center may engage Kronos to provide other services which may be fixed by activity ("a la carte") or provided on a time and materials basis ("bill as you go") as indicated on the applicable Order Form.

7.3 Support. Kronos will provide 24x7 support for the cloud infrastructure, the availability to the cloud environment, and telephone support for the logging of functional problems and user problems. County of Monterey, DBA Natividad Medical Center may log questions online via the Kronos County of Monterey, DBA Natividad Medical Center Portal. As part of such support, Kronos will make updates to the Services available to County of Monterey, DBA Natividad Medical Center at no charge as such updates are released generally to Kronos' County of Monterey, DBA Natividad Medical Centers. County of Monterey, DBA Natividad Medical Center agrees that Kronos may install critical security patches and infrastructure updates automatically as part of the Services. Kronos' then-current Support Services Policies shall apply to all Support Services provided by Kronos and may be accessed at: <http://www.kronos.com/Support/SupportServicesPolicies.htm> The then-current policy is attached as Exhibit G. ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

7.4 Support Services for Equipment. Provided County of Monterey, DBA Natividad Medical Center has purchased support services for the Equipment, the following terms shall apply (Depot Exchange support services for rented Equipment are included in the rental fees for such Equipment):

(a) County of Monterey, DBA Natividad Medical Center may select, as indicated on an Order Form, an Equipment Support Services option offered by the local Kronos entity responsible for supporting the Equipment if and as such offerings are available within the Kronos territory corresponding to the Equipment's location. Kronos shall provide each Equipment Support Services offering as specified herein.

(i) Depot Exchange and Depot Repair. If County of Monterey, DBA Natividad Medical Center has selected Depot Exchange or Depot Repair Equipment Support Services, the following provisions shall apply: Upon the failure of installed Equipment, County of Monterey, DBA Natividad Medical Center shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and County of Monterey, DBA Natividad Medical Center will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if County of Monterey, DBA Natividad Medical Center is to return the failed Equipment to Kronos, as reasonably determined by Kronos. County of Monterey, DBA Natividad Medical Center must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by County of Monterey, DBA Natividad Medical Center on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies. Service packs for the Equipment (as described in subsection (ii) below) are included in both Depot Exchange and Depot Repair Support Services.

Depot Exchange: Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped for delivery to County of Monterey, DBA Natividad Medical Center's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. County of Monterey, DBA Natividad Medical Center shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. County of Monterey, DBA Natividad Medical Center, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

Depot Repair: Upon failure of installed Equipment, County of Monterey, DBA Natividad Medical Center shall install a Spare Product (as defined below) to replace the failed Equipment. County of Monterey, DBA Natividad Medical Center shall then return the failed Equipment, with the required RMA, to the applicable Kronos Depot Repair Center. County of Monterey, DBA Natividad Medical Center shall make reasonable efforts to return the failed Equipment using the same or substantially similar packing materials in which the original Equipment was sent. County of Monterey, DBA Natividad Medical Center shall also specify the address to which the repaired Equipment should be return shipped. Upon receipt of the failed Equipment, Kronos shall repair the failed Equipment and ship it, within ten (10) business days after receipt, to County of Monterey, DBA Natividad Medical Center. Kronos shall ship the repaired Equipment by regular surface transportation to County of Monterey, DBA Natividad Medical Center.

(ii) Device Software Updates Only. If County of Monterey, DBA Natividad Medical Center has selected Device Software Equipment Support Services, County of Monterey, DBA Natividad Medical Center shall be entitled to receive:

(A) Service packs for the Equipment (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at Kronos' County of Monterey, DBA Natividad Medical Center portal. Service packs for the Equipment are not installed by the Kronos Depot Repair Center but are available for download at Kronos' County of Monterey, DBA Natividad Medical Center portal, provided County of Monterey, DBA Natividad

Medical Center is maintaining the Equipment under an annual Equipment Support Services plan with Kronos.; and

(B) Access to the Kronos Support Services Center for the logging of requests for assistance downloading service packs for the Equipment.

(b) *Warranty.* Kronos warrants that all service packs and firmware updates provided under this Agreement shall perform in accordance with the Kronos published specifications in all material respects for a period of ninety (90) days after download by County of Monterey, DBA Natividad Medical Center. In the event of a breach of this warranty, County of Monterey, DBA Natividad Medical Center's exclusive remedy shall be Kronos' repair or replacement of the deficient service pack(s) or firmware update(s), at Kronos' option, provided that County of Monterey, DBA Natividad Medical Center's use, installation and maintenance thereof have conformed to the specifications.

(c) *Responsibilities of County of Monterey, DBA Natividad Medical Center.* It is County of Monterey, DBA Natividad Medical Center's responsibility to purchase and retain, at County of Monterey, DBA Natividad Medical Center's location and at County of Monterey, DBA Natividad Medical Center's sole risk and expense, a sufficient number of spare products ("**Spare Products**") to allow County of Monterey, DBA Natividad Medical Center to replace failed Equipment at County of Monterey, DBA Natividad Medical Center's locations in order for County of Monterey, DBA Natividad Medical Center to continue its operations while repairs are being performed and replacement Equipment is being shipped to County of Monterey, DBA Natividad Medical Center. For each of the Depot Exchange and Depot Repair Equipment Support Services options, County of Monterey, DBA Natividad Medical Center agrees that it shall return failed Equipment promptly as the failures occur and that it shall not hold failed Equipment and send failed Equipment to Kronos in "batches" which shall result in a longer turnaround time to County of Monterey, DBA Natividad Medical Center. In addition, County of Monterey, DBA Natividad Medical Center agrees to:

- (i) Maintain the Equipment in an environment conforming to the Kronos published specifications for such Equipment;
- (ii) Not perform self-repairs on the Equipment (i.e., replacing components) without prior written authorization from Kronos;
- (iii) De-install all failed Equipment and install all replacement Equipment in accordance with Kronos' written installation guidelines;
- (iv) Ensure that the Equipment is returned to Kronos properly packaged; and
- (v) Obtain an RMA before returning any Equipment to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. County of Monterey, DBA Natividad Medical Center may only return the specific Equipment authorized by Kronos when issuing the RMA.

(d) *Delivery.* All domestic shipments within the United States are FOB Destination to/from County of Monterey, DBA Natividad Medical Center and Kronos with the shipping party bearing all costs and risks of loss, and with title passing upon delivery to the identified destination. All international shipments from Kronos to County of Monterey, DBA Natividad Medical Center are DAP (Incoterms 2010) to the applicable County of Monterey, DBA Natividad Medical Center location, and are DDP (Incoterms 2010) to the applicable Kronos Depot Repair Center when County of Monterey, DBA Natividad Medical Center is shipping to Kronos, and with title passing upon delivery to the identified destination. County of Monterey, DBA Natividad Medical Center is responsible for all duties and taxes when sending Equipment to Kronos.

7.5 KnowledgePass Education Subscription. When KnowledgePass Education Subscription is purchased on an Order Form (i.e., not indicated as "Included" in the Monthly Service Fees), Kronos will provide County of Monterey, DBA Natividad Medical Center with the KnowledgePass Education Subscription for a period of one (1) year from execution of the Order Form. Kronos will send County of Monterey, DBA Natividad Medical Center a renewal invoice for renewal of the KnowledgePass Education Subscription, and the KnowledgePass Education Subscription shall renew for an additional one (1) year term if County of Monterey, DBA Natividad Medical Center pays such invoice before the end of the then-current term for the KnowledgePass Education Subscription. The KnowledgePass Education Subscription provides access to certain educational offerings provided by Kronos (the "**KnowledgePass Content**"). County of Monterey, DBA Natividad Medical Center recognizes and agrees that the KnowledgePass Content is copyrighted by

Kronos. County of Monterey, DBA Natividad Medical Center is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for County of Monterey, DBA Natividad Medical Center's internal use. County of Monterey, DBA Natividad Medical Center may not disclose such KnowledgePass Content to any third party other than County of Monterey, DBA Natividad Medical Center's employees. County of Monterey, DBA Natividad Medical Center may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that County of Monterey, DBA Natividad Medical Center may download and modify contents of training kits solely for County of Monterey, DBA Natividad Medical Center's internal use.

7.6 Training Points. "Training Points" are points which are purchased by County of Monterey, DBA Natividad Medical Center that may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Training Points may be redeemed only during the Term but only prior to the date which is no more than twelve (12) months after the date of the Order Form pursuant to which the Training Points were acquired, after which time such Training Points shall expire and be of no value. Training Points may not be exchanged for other Kronos products or services.

7.7 Training Courses. When Training Points or training sessions are set forth in an SSS, the SSS applies. When Training Points or training sessions are not set forth in an SSS, as part of the Services, for each SaaS application module included in the Services purchased by County of Monterey, DBA Natividad Medical Center, County of Monterey, DBA Natividad Medical Center's employees shall be entitled to attend, in the quantity indicated, the corresponding training courses set forth at: www.kronos.com/products/workforce-central-saas/training-guidelines.aspx. The then-current policy is attached as Exhibit H.

Participation in such training courses is limited to the number of seats indicated for the courses corresponding to the modules forming a part of the Services purchased by County of Monterey, DBA Natividad Medical Center.

7.8 Technical Account Manager. County of Monterey, DBA Natividad Medical Centers purchasing a Kronos Technical Account Manager ("TAM") as indicated on the Order Form shall receive the services of a dedicated, but not exclusive, TAM for one production instance of the Software. County of Monterey, DBA Natividad Medical Center will designate up to two primary and three secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM. Upon request, County of Monterey, DBA Natividad Medical Center may designate a reasonable number of additional and/or backup Technical Contacts. County of Monterey, DBA Natividad Medical Center is required to place all primary Technical Contacts through Kronos training for the Applications covered under this Agreement at County of Monterey, DBA Natividad Medical Center's expense.

8. COUNTY OF MONTEREY, DBA NATIVIDAD MEDICAL CENTER CONTENT

County of Monterey, DBA Natividad Medical Center shall own all County of Monterey, DBA Natividad Medical Center Content. Kronos acknowledges that all of the County of Monterey, DBA Natividad Medical Center Content is deemed to be the Confidential Information of County of Monterey, DBA Natividad Medical Center. County of Monterey, DBA Natividad Medical Center will ensure that all County of Monterey, DBA Natividad Medical Center Content conforms with the terms of this Agreement and applicable law. Kronos and its Suppliers may, but shall have no obligation to, access and monitor County of Monterey, DBA Natividad Medical Center Content from time to time to provide the Services and to ensure compliance with this Agreement and applicable law. County of Monterey, DBA Natividad Medical Center is solely responsible for any claims related to County of Monterey, DBA Natividad Medical Center Content and for properly handling and processing notices that are sent to County of Monterey, DBA Natividad Medical Center regarding County of Monterey, DBA Natividad Medical Center Content.

9. EQUIPMENT

If County of Monterey, DBA Natividad Medical Center purchases or rents Equipment from Kronos, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

9.1 Rented Equipment. The following terms apply only to Equipment County of Monterey, DBA Natividad Medical Center rents from Kronos:

(a) **Rental Term and Warranty Period.** The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.

(b) Insurance. County of Monterey, DBA Natividad Medical Center shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to County of Monterey, DBA Natividad Medical Center shall relieve County of Monterey, DBA Natividad Medical Center from County of Monterey, DBA Natividad Medical Center's obligations under the Agreement.

(c) Location/Replacement. County of Monterey, DBA Natividad Medical Center shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter County of Monterey, DBA Natividad Medical Center's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to County of Monterey, DBA Natividad Medical Center, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.

(d) Ownership. All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. County of Monterey, DBA Natividad Medical Center shall not sell or otherwise encumber the Equipment. County of Monterey, DBA Natividad Medical Center shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).

(e) Equipment Support. Kronos shall provide to County of Monterey, DBA Natividad Medical Center the Equipment support services described in Section 7.

(f) Return of Equipment. Upon termination of the Agreement or the applicable Order Form, County of Monterey, DBA Natividad Medical Center shall return, within thirty (30) days of the effective date of termination and at County of Monterey, DBA Natividad Medical Center's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If County of Monterey, DBA Natividad Medical Center fails to return Equipment within this time period, upon receiving an invoice from Kronos, County of Monterey, DBA Natividad Medical Center shall pay Kronos the then list price of the unreturned Equipment.

9.2 Purchased Equipment. The following terms apply only to Equipment County of Monterey, DBA Natividad Medical Center purchases from Kronos:

(a) Title and Warranty Period. When the Order Form indicates FOB – Shipping Point, title to the Equipment passes to County of Monterey, DBA Natividad Medical Center upon delivery to the carrier; for all other shipping terms, title passes upon delivery to County of Monterey, DBA Natividad Medical Center. The "**Warranty Period**" for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).

(b) Equipment Support. Kronos shall provide to County of Monterey, DBA Natividad Medical Center the Equipment support services described in this Agreement if purchased separately by County of Monterey, DBA Natividad Medical Center as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one year terms on the anniversary of its commencement date ("**Renewal Date**"), unless either party has given the other thirty (30) days written notification of its intent not to renew. Kronos may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving County of Monterey, DBA Natividad Medical Center at least thirty (30) days prior written notification.

10. SERVICE LEVEL AGREEMENT

Kronos shall provide the service levels and associated credits, when applicable, in accordance with the Service Level Agreement attached hereto as Exhibit A and which is hereby incorporated herein by reference. COUNTY OF MONTEREY, DBA NATIVIDAD MEDICAL CENTER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE OR INTERRUPTION OF THE SERVICES OR FAILURE BY KRONOS TO MEET THE TERMS OF THE APPLICABLE SERVICE LEVEL AGREEMENT, SHALL BE THE REMEDIES PROVIDED IN EXHIBIT A.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 Kronos represents and warrants to County of Monterey, DBA Natividad Medical Center that the Applications, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 Kronos' sole obligation and County of Monterey, DBA Natividad Medical Center's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to County of Monterey, DBA Natividad Medical Center. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, County of Monterey, DBA Natividad Medical Center shall be entitled to terminate the then remaining Term of the Agreement as County of Monterey, DBA Natividad Medical Center's sole and exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon County of Monterey, DBA Natividad Medical Center notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce or verify the same.

11.3 Kronos warrants to County of Monterey, DBA Natividad Medical Center that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, County of Monterey, DBA Natividad Medical Center's sole and exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that County of Monterey, DBA Natividad Medical Center's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to County of Monterey, DBA Natividad Medical Center only and shall not apply to any Equipment (or parts thereof) in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of County of Monterey, DBA Natividad Medical Center to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- (c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

EXCEPT AS PROVIDED FOR IN THIS SECTION 11, KRONOS HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT MAY OTHERWISE ARISE PURSUANT TO ANY STATUTE, CODE, COMMON LAW OR JUDICIAL DECISION. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

12.0 DATA SECURITY

12.1 As part of the Services, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of County of Monterey, DBA Natividad Medical Center data as described at: <http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx>

County of Monterey, DBA Natividad Medical Center acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. County of Monterey, DBA Natividad Medical Center should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of County of Monterey, DBA Natividad Medical Center's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

12.2 As between County of Monterey, DBA Natividad Medical Center and Kronos, all Personally Identifiable Data is County of Monterey, DBA Natividad Medical Center's Confidential Information and will remain the property of County of Monterey, DBA Natividad Medical Center. County of Monterey, DBA Natividad Medical Center represents that to the best of County of Monterey, DBA Natividad Medical Center's knowledge such Personally Identifiable Data supplied to Kronos is accurate. County of Monterey, DBA Natividad Medical Center hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein

and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

12.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, County of Monterey, DBA Natividad Medical Center agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to County of Monterey, DBA Natividad Medical Center's industry and which could be imposed on Kronos as a result of provision of the Services. County of Monterey, DBA Natividad Medical Center will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) County of Monterey, DBA Natividad Medical Center will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

13. INDEMNIFICATION

13.1 Kronos shall defend County of Monterey, DBA Natividad Medical Center and its respective directors, officers, and employees (collectively, the "**County of Monterey, DBA Natividad Medical Center Indemnified Parties**"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent, and Kronos will indemnify and hold harmless the County of Monterey, DBA Natividad Medical Center Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against County of Monterey, DBA Natividad Medical Center's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for County of Monterey, DBA Natividad Medical Center the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to County of Monterey, DBA Natividad Medical Center of the Monthly Service Fees paid by County of Monterey, DBA Natividad Medical Center for the infringing elements of the Services covering the period of their unavailability.

13.2 Kronos shall have no liability to indemnify or defend County of Monterey, DBA Natividad Medical Center to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Applications other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by County of Monterey, DBA Natividad Medical Center other than in accordance with the terms of the Agreement

13.3 County of Monterey, DBA Natividad Medical Center shall defend Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") from and against any and all Claims, and will indemnify and hold harmless the Kronos Indemnified Parties against liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees), arising out of: (a) employment-related claims arising out of County of Monterey, DBA Natividad Medical Center's configuration of the Services; (b) County of Monterey, DBA Natividad Medical Center's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such County of Monterey, DBA Natividad Medical Center modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the County of Monterey, DBA Natividad Medical Center Content infringes in any manner any intellectual property right of any third party, or any of the County of Monterey, DBA Natividad Medical Center Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. County of Monterey, DBA Natividad Medical Center will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at County of Monterey, DBA Natividad Medical Center's expense with County of Monterey, DBA Natividad Medical Center in the defense, settlement or compromise of any such action.

13.4 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

13.5 Kronos shall indemnify, defend, and hold harmless the County of Monterey, DBA Natividad Medical Center its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to tangible property and bodily injuries or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying onsite work, services, materials, or supplies in connection with the performance of this Agreement for Implementation Services, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for tangible property damage, bodily injury, or death arising out of or connected with the Kronos' performance of this Agreement for Implementation Services, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County of Monterey, DBA Natividad Medical Center. "Kronos' performance includes Kronos' action or inaction and the action or inaction of Kronos' officers, employees, agents and subcontractors.

14. LIMITATION OF LIABILITY

14.1 EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

14.2 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, THE TOTAL AGGREGATE LIABILITY OF KRONOS OR KRONOS' SUPPLIERS TO COUNTY OF MONTEREY, DBA NATIVIDAD MEDICAL CENTER AND/OR ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY COUNTY OF MONTEREY, DBA NATIVIDAD MEDICAL CENTER, SUCH DIRECT DAMAGES NOT TO EXCEED TWO MILLION DOLLARS (\$2,000,000).

14.3 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, IN NO EVENT SHALL KRONOS OR KRONOS' SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO COUNTY OF MONTEREY, DBA NATIVIDAD MEDICAL CENTER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER KRONOS OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

14.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), COUNTY OF MONTEREY, DBA NATIVIDAD MEDICAL CENTER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

15. CONFIDENTIAL INFORMATION

15.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for five (5) years after the return of such Confidential Information to the disclosing party or five (5) years after the expiration or termination of the Agreement, whichever is later, as applicable. Notwithstanding anything herein to the contrary, each party acknowledges and agrees that all trade secrets shall be safeguarded by a receiving party as required by this Agreement for so long as such information remains a trade secret pursuant to applicable law. Each party understands the agreement is subject to the California PUBLIC RECORDS ACT

15.2 Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 15, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 15, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

15.3 This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party, or (b) is already known or is independently developed by the receiving party without use of or reference to the Confidential Information.

- a. **No Publicity.** During the Term of this Agreement and at all times after the termination or expiration of this Agreement, Kronos shall not make any media release or other public announcement relating to or referring to this Agreement (not including a public approval of the agreement by the Board of Supervisors) without County of Monterey, DBA Natividad Medical prior written consent. Kronos shall acquire no right to use, and shall not use, without County of Monterey, DBA Natividad Medical prior written consent, the terms or existence of this Agreement, the names, trade names, trademarks, service marks, artwork, designs, or copyrighted materials, of County of Monterey, DBA Natividad Medical, its related or affiliated companies, its employees, and assigns: (a) in any advertising, publicity, press release, County of Monterey, DBA Natividad Medical list, presentation or promotion; (b) to express or to imply any endorsement of Kronos or Kronos' software or services; or (c) in any manner other than expressly in accordance with this Agreement.

16. EXPORT

County of Monterey, DBA Natividad Medical Center understands that any export of the Equipment may require an export license and County of Monterey, DBA Natividad Medical Center assumes full responsibility for obtaining such license. County of Monterey, DBA Natividad Medical Center must obtain Kronos' prior written consent before exporting the Equipment.

17. GENERAL

17.1 This Agreement shall be governed by and construed in accordance with the laws of California without regard to any conflict of law provisions. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waive and "opt out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar law.

17.2 The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

17.3 Neither Kronos Ins and County of Monterey, DBA Natividad Medical Center shall not assign the Agreement or the rights to use the Services without the prior written consent by both parties and any purported assignment, without such consent, shall be void.

17.4 Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "**Force Majeure Event**") Parties agree to make best efforts to perform under the agreement.

17.5 All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to County of Monterey, DBA Natividad Medical Center, to the billing address on the Order Form.

17.6 [Intentionally Omitted].

17.7 The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

17.8 The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

17.9 This Agreement and any information expressly incorporated by reference herein, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. County of Monterey, DBA Natividad Medical Center understands and acknowledges that while Kronos may disclose to County of Monterey, DBA Natividad Medical Centers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, County of Monterey, DBA Natividad Medical Center is not entitled to any Services, products or product enhancements other than those contained on the Order Form. County of Monterey, DBA Natividad Medical Center has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing the Agreement.

17.10. At all times during the provision of on-site Services to Customer, Kronos will maintain insurance with policy limits in accordance with the certificate provided to the Customer and will deliver to Customer from time-to-time, within a reasonable time after Customer's written request, evidence of such insurance. At the request of Customer, Kronos shall name Customer as an additional insured.

18. General Changes; Covers all Guidelines/Policies.

The parties agree that Kronos may modify from time to time the hyperlinks and the web-based content, i.e., the policies and guidelines attached hereto as exhibits to the Agreement. In the event Kronos makes a material change to a policy or guideline, Kronos agrees to provide Customer with at least ninety (90) days prior written notice of such change. If such change materially diminishes the Customer's rights or obligations under the Agreement, Customer will advise Kronos immediately and the parties will work in good faith on a resolution or compromise. If the parties are unable to come to a mutually agreed upon resolution or compromise after good faith negotiations, Customer may terminate this Agreement with thirty (30) days written notice and without being subject to the payment of the Minimum Contract Value under [Section 3.4] of the Agreement.

COUNTY OF MONTEREY, DBA NATIVIDAD MEDICAL CENTER AGREES TO THESE TERMS AND CONDITIONS FOR ALL ORDER FORMS FOR THE SERVICES. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF COUNTY OF MONTEREY, DBA NATIVIDAD MEDICAL CENTER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND COUNTY OF MONTEREY, DBA NATIVIDAD MEDICAL CENTER.

DATED: Click here to enter text.

COUNTY OF MONTEREY,

DBA NATIVIDAD MEDICAL CENTER:

BY: 

NAME: 

TITLE: CEO 6/13/18

COUNTY OF MONTEREY,
DBA NATIVIDAD MEDICAL CENTER:

BY: _____

NAME: _____


TITLE: _____

KRONOS:

BY: _____

NAME: _____

TITLE: _____


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5-8-18

Reviewed as to fiscal provisions



Auditor-Controller
County of Monterey

5-16-18

DBA NATIVIDAD MEDICAL CENTER:

BY: 

NAME: Lauren Coffey

TITLE: CFO 6/13/18

COUNTY OF MONTEREY,
DBA NATIVIDAD MEDICAL CENTER:

BY: _____

NAME: _____

TITLE: _____

KRONOS:

BY: _____

NAME: _____

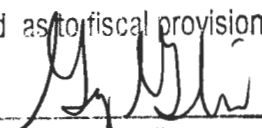
TITLE: _____

Lauren Coffey
OM Specialist
Jun 14 2018 2:50 PM

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Reviewed as to fiscal provisions



Auditor-Controller
County of Monterey

5-16-18

EXHIBIT A

SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: The Services, in a production environment, are provided with the service levels described in this Exhibit A. SLAs are only applicable to production environments. SLAs will be available upon County of Monterey, DBA Natividad Medical Center's signature of Kronos' Go Live Acceptance Form for County of Monterey, DBA Natividad Medical Center's production environment.

99.75% Application Availability

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events

Service Credit Calculation: An Outage will be deemed to commence when the Applications are unavailable to County of Monterey, DBA Natividad Medical Center in County of Monterey, DBA Natividad Medical Center's production environment hosted by Kronos and end when Kronos has restored availability of the Applications. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle County of Monterey, DBA Natividad Medical Center to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied to County of Monterey, DBA Natividad Medical Center's monthly invoice for the affected month
<99.75% to 98.75%	10%
<98.75% to 98.25%	15%
<98.25% to 97.75%	25%
<97.75 to 96.75%	35%
<96.75	50%

"Outage" means the accumulated time, measured in minutes, during which County of Monterey, DBA Natividad Medical Center is unable to access the Applications for reasons other than an Excluded Event.

"Excluded Event" means any event that results in an Outage and is caused by (a) the acts or omissions of County of Monterey, DBA Natividad Medical Center, its employees, County of Monterey, DBA Natividad Medical Centers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos, including without limitation County of Monterey, DBA Natividad Medical Center Content, failures or malfunctions resulting from circuits provided by County of Monterey, DBA Natividad Medical Center, any inconsistencies or changes in County of Monterey, DBA Natividad Medical Center's source environment, including either intentional or accidental connections or disconnections to the environment; (c) Force Majeure events; (d) expected downtime during the Maintenance Periods described below; (e) any suspension of the Services in accordance with the terms of the Agreement to which this Exhibit A is attached; (f) the unavailability of required County of Monterey, DBA Natividad Medical Center personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (g) using an Application in a manner inconsistent with the Documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Services, when downtime may be necessary, as further described below. The Maintenance Period is used for purposes of the Service Credit Calculation; Kronos continuously maintains the production environment on a 24x7 basis to reduce disruptions.

County of Monterey, DBA Natividad Medical Center Specific Maintenance Period

1. County of Monterey, DBA Natividad Medical Center will choose one of the following time zones for their Maintenance Period:
 - a. United States Eastern Standard Time,
 - b. GMT/UTC,
 - c. Central European Time (CET) or
 - d. Australian Eastern Standard Time (AEST).
2. County of Monterey, DBA Natividad Medical Center will choose one of the following days of the week for their Maintenance Period: Saturday, Sunday, Wednesday or Thursday.
3. Kronos will use up to six (6) hours in any two (2) consecutive rolling months (specifically: January and February; March and April; May and June; July and August; September and October; November and December) to perform County of Monterey, DBA Natividad Medical Center Specific Maintenance, excluding any County of Monterey, DBA Natividad Medical Center requested Application updates. Downtime in excess of these six (6) hours will be deemed to be an Outage.
4. County of Monterey, DBA Natividad Medical Center Specific Maintenance will occur between 12am-6am during County of Monterey, DBA Natividad Medical Center's selected time zone.
5. Excluding any County of Monterey, DBA Natividad Medical Center requested Application updates, Kronos will provide notice for planned downtime via an email notice to the primary County of Monterey, DBA Natividad Medical Center contact at least seven (7) days in advance of any known downtime so planning can be facilitated by County of Monterey, DBA Natividad Medical Center.
6. County of Monterey, DBA Natividad Medical Center Specific Maintenance Windows also include additional maintenance windows mutually agreed upon by County of Monterey, DBA Natividad Medical Center and Kronos.
7. In absence of instruction from County of Monterey, DBA Natividad Medical Center, Kronos will by default perform Maintenance in the time zone where the Data Center is located.

Non-County of Monterey, DBA Natividad Medical Center Specific Maintenance Period

Kronos anticipates non-County of Monterey, DBA Natividad Medical Center Specific Maintenance to be performed with no or little (less than three hours per month) County of Monterey, DBA Natividad Medical Center downtime. If for any reason non-County of Monterey, DBA Natividad Medical Center Specific Maintenance requires downtime, Kronos will provide as much notice as reasonably possible of the expected window in which this will occur. Downtime in excess of three (3) hours per month for Non-County of Monterey, DBA Natividad Medical Center Specific Maintenance will be deemed to be an Outage.

"Monthly Minutes (MM)" means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

"Total Minutes Not Available (TM)" means the total number of minutes during the calendar month that the Services are unavailable as the result of an Outage.

Reporting and Claims Process: Service Credits will not be provided if: (a) County of Monterey, DBA Natividad Medical Center is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event.

Kronos will provide County of Monterey, DBA Natividad Medical Center with an Application Availability report on a monthly basis for each prior calendar month. Within sixty (60) days of receipt of such report, County of Monterey, DBA Natividad Medical Center must request the applicable Service Credit by written notice to Kronos. County of Monterey, DBA Natividad Medical Center waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Kronos records and data unless County of Monterey, DBA Natividad Medical Center can provide Kronos with clear and convincing evidence to the contrary.

The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. For the avoidance of doubt, Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

County of Monterey, DBA Natividad Medical Center acknowledges that Kronos manages its network traffic in part on the basis of County of Monterey, DBA Natividad Medical Center's utilization of the Services and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if County of Monterey, DBA Natividad Medical Center significantly changes its utilization of the Services than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the parties agree to co-operate, in good faith, to resolve the issue.

Exhibit B - Acceptable Use Policy

This Acceptable Use Policy (this “Policy”) describes prohibited uses of the Services. The examples described in this Policy are not exhaustive. Kronos may modify this Policy at any time upon written notice to Customer of a revised version. By using the Services, Customer agrees to the latest version of this Policy. If Customer violates the Policy or authorizes or helps others to do so, Kronos may suspend use of the Services until the violation is corrected, or terminate the Agreement for cause in accordance with the terms of the Agreement.

(a) No Illegal, Harmful, or Offensive Use or Content

Customer may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

Illegal Activities. Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.

Harmful or Fraudulent Activities. Activities that may be harmful to others, Kronos’ operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.

Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others.

Offensive Content. Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.

Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

(b) No Security Violations

Customer may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “System”). Prohibited activities include:

Unauthorized Access. Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Customer will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System.

Interception. Monitoring of data or traffic on a System without permission.

Falsification of Origin. Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.

No Use of Robots. Customer will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)

(c) No Network Abuse

Customer may not make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Prohibited activities include:

Monitoring or Crawling. Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.

Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.

Intentional Interference. Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.

Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.

Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

(d) No E-Mail or Other Message Abuse

Customer will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements. Customer will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. Customer will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

(e) Monitoring and Enforcement

Kronos reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Services. Kronos may:

investigate violations of this Policy or misuse of the Services; or

remove, disable access to, or modify any content or resource that violates this Policy.

Kronos may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Kronos’ reporting may include disclosing appropriate customer information. Kronos also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

(f) Reporting of Violations of this Policy

If Customer becomes aware of any violation of this Policy, Customer will immediately notify Kronos and provide Kronos with assistance, as requested, to stop or remedy the violation.

Exhibit C - Cloud Services

The following guidelines and services apply to Workforce Central and Workforce Telestaff applications that are deployed in the Kronos Cloud:

Cloud Services

Environments:

One standard Production and one Non-Production (Development) environment.

Included.

Additional non-production environments are available for additional fees.

Environment restoration:

Services to restore Production environment to one Non-Production environment up to one time per week, if requested.

Included.

More frequent restores or additional environments will be subject to additional time and material fees.

Customer is responsible for requesting data to be moved from the Production environment to the Non-Production environment and for the contents of the data moved from the Production environment to the Non-Production environment.

Connectivity to Service:

Customer's users connect to application via secure SSL/TLS connection over the internet. Cooperative efforts with customer IT staff may be required to enable access. Kronos will assist with validating site connectivity but assumes no responsibility for customer internet connection or ISP relationships. Kronos related Internet traffic cannot be filtered by proxy or caching devices on the client network. Exclusions must be added for the fully qualified domain names and public IP addresses assigned to the environments in the Kronos Cloud.

Included

Device Initiated Terminal Connectivity:

All terminals that are compatible with Device Initiated communication mode must use this mode of communication. With the Device Initiated mode of communication, the Kronos terminal initiates all communications with the Device Manager Server at the Kronos Cloud over the internet. In cases where Network Address Translation is required for terminals, the customer is responsible for applying the translations on their network. Kronos Cloud does not support terminals prior to Kronos 4500 series and does support certain models released thereafter. Please see product documentation support matrix for details.

Included

Note: Server Initiated terminal communication, if permitted, requires a VPN and is not the preferred communication method when connecting terminals to the Kronos Cloud.

Remote Access to Non-Web Kronos Applications:

2 named users included

Remote access to non-web Applications (e.g. Kronos Workforce Integration Manager) using a remote access tool such a Citrix® Receiver. Limited Kronos Applications require the use of these remote access accounts.

SFTP Accounts:

2 logins included

SFTP accounts are provided to customers to push files to the Kronos Cloud and to pull files from the Kronos Cloud for designated integration points (e.g. Kronos Workforce Integration Manager input/output folders). The Kronos SFTP folder location is not designed for long-term storage and files stored longer than 30 days may be deleted. Kronos Cloud SFTP does not initiate connections, thus SFTP file transfers must be a customer initiated process.

Operating System and Database Software Management:

Included

Includes the required O/S and SQL Server licenses, as well as services for Kronos to apply critical security patches, service packs and hot-fixes for the software running in Kronos Cloud.

Server Maintenance:

Included

All server maintenance, including repair and replacement of defective or failed hardware and the installation of hardware upgrades for the software running in Kronos Cloud.

Kronos Application Updates:

Included

Services to perform technical tasks required to apply application service packs, legislative updates (if applicable), point releases and version upgrades.

Backup:

Included

Customer data is backed up daily. Database backups are replicated via encrypted connections to a second Kronos Cloud datacenter. Backups are retained for the prior 28 days on a rotating basis. All historical employee and configuration data is stored in the rotating backups.

Security:

Included

For customers that choose datacenters in the United States of America:

Kronos maintains a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts SSAE 16 (i.e. SOC 1) and the AICPA Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e. SOC 2). The Kronos Private Cloud (KPC) is evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The Kronos Private Cloud is located in data centers that undergo SSAE 16 examinations. Management access to the KPC is limited to authorized Kronos support staff and customer authorized integrations. The security architecture has been designed to control appropriate logical access to the KPC to meet the Trust Services Principles of Security, Availability and Confidentiality. The Applications provide the customer with the ability to configure application security and logical access per the customer's business processes.

In the event the customer identifies a security issue, the customer agrees to notify Kronos.

For security purposes customers are restricted from directly accessing the desktop, file systems, databases and operating system of the environments. Thus, WIM integrations cannot initiate connections to push or pull data from on premise or other cloud based data sources including but not limited to external databases, and remote file shares.

Customer agrees not to upload payment card information, as the service is not certified for PCI DSS.

Customer agrees not to upload health information that falls under the United States HIPAA law.

For customers that choose in datacenters outside the United States of America:

For any outsourced (subcontracted) infrastructure (e.g. co-location provider, public cloud provider) Kronos will provide Customer a copy of its subcontractor's AICPA SSAE 16 SOC 1 Type II and/or AT101 SOC 2 Type II reports, published and attested to by an independent third party auditing firm, if applicable. Kronos is not required to utilize any outsourced (subcontracted) infrastructure (e.g. co-location provider, public cloud provider) as part of this agreement to deliver services. If Kronos does not use outsourced (subcontracted) infrastructure (e.g. co-location provider, public cloud provider) customer will be entitled to receive a copy, if made available from Kronos at a future date, of a Kronos published AICPA SSAE 16 SOC 1 Type II and AT101 SOC 2 Type II reports published and attested to by an independent third party auditing firm, if made available.

The Kronos applications provide the customer with the ability to configure application security and logical access per the customer's business processes.

In the event the customer identifies a security issue, the customer agrees to notify Kronos.

For security purposes customers are restricted from directly accessing the desktop, file systems, databases and operating system of the environments. Thus, WIM integrations cannot initiate connections to push or pull data from on premise or other cloud based data sources including but not limited to external databases, and remote file shares.

Customer agrees not to upload payment card information as the service is not certified for PCI DSS.

Customer agrees not to upload health information that falls under the United States HIPAA law.

Read-Only ODBC Access:

If selected on Order Form

Kronos will provide customer with read-only ODBC access into customer's Production and Non-Production databases for Timekeeper/HRMS over secure connection (e.g. VPN). Customer is responsible for establishing this secure connection to the Kronos Cloud and for any additional fees for that connection that may apply. Kronos may, but is not obligated to, limit or block customer's database read-only ODBC queries in order to prevent failure of the database due to overload. Kronos will not pay SLA credits for any Outage that is the result of overloading the database during read-only ODBC access. Customer understands that overall performance may be reduced during peak processing periods, and customer may need to limit resource intensive read-only ODBC queries to off-peak periods. Customer acknowledges that read-only ODBC access over a long distance secure connection is not a reliable protocol, as it does not have built-in retry logic to handle connectivity issues. Kronos is not responsible for any changes that may be required to customer's internal systems due to read-only ODBC access.

Disaster Recovery Services:

Included

Basic Disaster Recovery services are provided to all hosted customers at no additional fee and include:

Customer environment and all customer data in the Kronos Cloud are replicated to a secondary Kronos Cloud data center. Disaster Recovery Services provide for a Recovery Point Objective (RPO) of 24 hours and Kronos strives to restore application availability in a commercially reasonable timeframe. The customer will be down until the Production environment is restored in the primary or secondary data center, if needed, as an application environment is not readily available at the alternate site to process data. Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change.

Any issues arising out of the disaster recovery event due to customer configuration/customization and/or customer third party software outside of the Kronos Cloud is the responsibility of the customer to resolve.

Disaster Recovery Services (fee-based):

If selected on Order Form

Kronos offers enhanced Disaster Recovery services at an additional fee, as they provide for a secondary environment at a secondary Kronos datacenter to be used for customer recovery. With this offering the Customer environment and all customer data in the Kronos Cloud are replicated to a secondary Kronos Cloud datacenter. This service provides for a RPO (Recovery Point Objective) of 24 hours and a RTO (Recovery Time Objective) of 72 hours.

In the unlikely event that Kronos declares a disaster in the primary datacenter, Kronos will notify the customer and activate the Disaster Recovery steps necessary to restore application availability within the RTO defined. As part of this enhanced service, Kronos will conduct an annual Disaster Recovery Process test, which has the objectives to 1) test backups 2) train Kronos employees 3) verify and improve internal Kronos procedures. The annual Disaster Recovery Process test may be live or simulated. Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change.

Any issues arising out of the disaster recovery event due to customer configuration/customization and/or customer third party software outside of the Kronos Cloud is the responsibility of the customer to resolve.

The following services are not included in this service, but they may be purchased from Kronos on a time and material basis, and are subject to additional fees: a customer specific DR plan with annual review.

*Note that Workforce Analytics, Workforce Record Manager, Enterprise Archive, Workforce TeleStaff, Workforce TeleTime IP and all non-Production environments are excluded from the RTO.

Temporary Environments:

Temporary Environments are designed for classroom training for no more than 40 people and/or functional application testing for approximately five to ten simultaneous users. Temporary environments are only available to those customers whose Production environment is hosted in the Kronos Cloud in a United States datacenter.

If selected on Order Form

Third Parties:

If Customer uses a third party to configure and/or implement Customer's applications, the following applies:

If Customer uses 3rd party resources to configure/implement Kronos applications

The third party must be authorized by Kronos as part of the Kronos Connect Partner Program prior to accessing Customer's development and testing environments in the Kronos Cloud. Third parties will not be granted access to Customer's Production environment for purposes of configuring the applications. Customer understands that although Kronos Connect Partners are subject to Kronos policies and procedures, such Partners are not subject to SOC audits by Kronos or its representatives. As such, Kronos' SSAE16 SOC 1 and AT101 SOC 2 reports are applicable to the Production environment only and are not applicable to third parties' activities.

Applicable to customers that choose datacenters in the United States of America only.

Encryption at rest of Customer Content at storage level

If selected on Order Form

For each of the customer's production and non-production environments in a data center in the United States of America, Customer Content will be encrypted at rest at the storage level. Encryption at rest is defined as Customer Content is made unreadable on disk via encryption technology when the Kronos Cloud computing environment hardware is powered off.

Guidelines and Assumptions:

Category

Assumption

Estimated availability of production server hardware is approximately 30 days after the Order Form is processed.

Customer agrees to receive automatic updates to the applications.

Use of the Workforce Central translation toolkit requires a Kronos Professional Services engagement to import/export the translation file(s) into a test environment and into the Production environment.

Connecting modem clocks to the Kronos Cloud is not supported.

Applications will support English only unless stated on the Order Form.

Customer agrees not to conduct security testing, which includes, but is not limited to penetration testing and vulnerability scanning.

Customer agrees not to conduct any sort of automated or manual performance testing of the Service.

Offering includes system resources to process the equivalent of five WIM interfaces using up to 10 links with a maximum of five megabytes of data per link. In addition, systems resources for the integration between Workforce Central and Workforce TeleStaff for People, Punch, and Accrual interfaces are included assuming product documentation is followed for setup and run-time scheduling. Additional processing requirements may incur additional fees associated with corresponding system resources. Custom developed functionality outside of WIM that runs in the Kronos Cloud may incur additional fees.

Retention policies must be configured in the application(s). Setting retention policies will ensure that unnecessary system data (e.g. temp files, deleted records, empty rows, etc.) is routinely purged from the system and will help in managing database growth. Retention policies do not apply to configuration and/or historical data. Historical employee data can be maintained for the duration of the agreement and renewal periods, per customer business requirements.

Sizing considerations are based on a three year growth projection of the Production database environment. After three years, an archiving strategy may be reviewed with the customer for Service performance.

Custom reports for Workforce Central are created using Microsoft Visual Studio. HR/Payroll reports are created using Crystal Reports. If made available from the vendors, the free versions of these tools will be made available to the customer in their development environment. Customer will have read-only ODBC access to their development database for modifying and/or creating reports. Customer is limited to two named users for report creation, as access requires the use of one of the two included user licenses for remote access to non-web applications (e.g. Citrix Receiver). Note that Customer created reports for Workforce HR and Payroll may have reduced functionality from Kronos product documentation due to security restrictions in Kronos Cloud.

Customer will be required to sign a go live milestone document confirming customer has completed their testing and is ready to go live with the Workforce Central application(s) and/or TeleStaff.

Product Specific Considerations

Workforce Record Manager/ Kronos Enterprise Archive (if included on order form):

If Workforce Record Manager or Kronos Enterprise Archive is included, note that Setup Data Manager will only support import and export of configurations via XML file transfers between Production and Non-Production environments, as a direct connection between Production and Non-Production environments is not provided.

If an environment is available for the use of archiving functionality, compared to the used of just Setup Data Manager, this additional environment for archiving will be noted on the order form if it is included.

Workforce TeleTime IP:

Customer is responsible for procuring the phone lines (SIP trunks) required for their Workforce TeleTime IP system. Customer should work with their ISP/telco provider to procure a private circuit (specifically MPLS) with adequate bandwidth to support the number of SIP trunks (phone lines) needed for their use case, SIP calls per second required, along with a router and cross-connects to terminate the circuit in the Kronos Cloud. Kronos will provide detailed information to Customer on Kronos Cloud connectivity requirements. Cross-connects can be also purchased directly from Kronos, and would be indicated on order form if included.

This offering is only available to customers who chose Kronos datacenters in the United States.

Upgrade Services

The Service includes services for Kronos to execute tasks to apply point releases and version upgrades to customer's Kronos Applications in the Kronos Cloud. Services are limited to those tasks which apply these updates to the Applications.

The table below reflects the included upgrade tasks.

Project Coordination:	Included
Project Manager to coordinate the upgrade project.	
Up to eight 30-minute weekly status calls (one per week)	
Coordinate Kronos resources	
Send meeting invites	
Provide Project Timeline and expected customer commitment at the start of the project	

Provide initial Project Schedule and communicates progress during weekly status calls

Provide Communication Plan and Contact List

Planning Phase

Customer/ Kronos Introduction Call – up to one hour Included

Technical readiness & architecture review – Kronos Cloud Environment Included

Assessment Phase

Assessment of WIM interfaces to be upgraded Included

Assessment of new features or changes to configurations Not included

Assessment of customs and custom reports and development activities related thereto Not included

Solution Upgrade / Build Phase

One (1) restore of Production database to NON-Production environment for the purpose of upgrade testing. Additional restores, if requested, shall be subject to additional time and material fees. Included

Upgrade Non-Production and Production environments to new point release or version. Included

Upgrade of Workforce Integration Manager (WIM) interfaces due to product changes introduced as part of the technical upgrade, as defined in product documentation. For Workforce Central this includes XML export/imports and database views as defined in the "Workforce Central Import User Guide" and "Workforce Central Data View Reference Guide". Included

Upgrade of non-WIM interfaces in Non-Production environment and Production environment. Not Included

Upgrade of customs and custom reports. This includes upgrade of Workforce Integration Manager (WIM) interfaces that use table import batch functionality, read/write directly to database tables or require changes due to new/changed customer requirements. Not Included

Upgrade of interfaces and reports created or provided by customer Not Included

Update of terminal firmware managed by Kronos	Not Included
Configuration of new features or functionality or changes to existing configuration	Available for Purchase
Test & Certify Phase	
System test upgraded environments by verifying a user can log in	Included
User acceptance testing (UAT) of upgraded environments, interfaces, custom reports, new features, etc.	Not Included
Develop customer-specific test cases	Not Included
Sign-off on upgraded Non-Production and Production Environments	Customer
Deploy & Support Phase	
Deployment Readiness Call – up to one hour	Included

Note that new feature configuration, project management services, other Professional, Managed and Educational Services and training are not included as part of Upgrade Services, but may be purchased independently, if desired.

Project coordination lasts for no more than eight weeks. At the end of this time, Kronos will complete the production upgrade. If for any reason Kronos cannot complete the technical upgrade steps within eight weeks due to a Kronos caused delay, project coordination will continue proportionally to cover the Kronos caused delay. For example if Kronos causes a two week delay due to Kronos resource unavailability, project coordination will last no more than 10 weeks.

If not specifically noted, the customer should assume responsibility of the task and/or deliverable.

Additional Policies:

<https://www.kronos.com/policies/legal-hold>

<https://www.kronos.com/policies/acceptable-use>

Exhibit D - JBoss® Enterprise Middleware End User License Agreement

END USER LICENSE AGREEMENT JBoss® ENTERPRISE MIDDLEWARE

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING SOFTWARE FROM RED HAT. BY USING RED HAT SOFTWARE, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS END USER LICENSE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS END USER LICENSE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE RED HAT SOFTWARE. THIS END USER LICENSE AGREEMENT DOES NOT PROVIDE ANY RIGHTS TO RED HAT SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW YOUR SERVICE OR SUBSCRIPTION AGREEMENT(S) THAT YOU MAY HAVE WITH RED HAT OR OTHER AUTHORIZED RED HAT SERVICE PROVIDERS REGARDING SERVICES AND ASSOCIATED PAYMENTS.

This end user license agreement (“EULA”) governs the use of the JBoss Enterprise Middleware and any related updates, source code, appearance, structure and organization (the “Programs”), regardless of the delivery mechanism.

1. License Grant. Subject to the following terms, Red Hat, Inc. (“Red Hat”) grants to you a perpetual, worldwide license to the Programs (each of which may include multiple software components) pursuant to the GNU Lesser General Public License v. 2.1. With the exception of certain image files identified in Section 2 below, each software component is governed by a license that permits you to run, copy, modify, and redistribute (subject to certain obligations in some cases) the software component. This EULA pertains solely to the Programs and does not limit your rights under, or grant you rights that supersede, the license terms applicable to any particular component.

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4. Limitation of Remedies and Liability. To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat

authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor, and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.

5. Export Control. As required by the laws of the United States and other countries, you represent and warrant that you: (a) understand that the Programs and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) are not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination, persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorizations(s); (d) will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and export or transfer the Programs to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Programs and the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.

6. Third Party Programs. Red Hat may distribute third party software programs with the Programs that are not part of the Programs. These third party software programs are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If you do not agree to abide by the applicable license terms for the third party software programs, then you may not install them. If you wish to install the third party software programs on more than one system or transfer the third party software programs to another party, then you must contact the licensor of the applicable third party software programs.

7. General. If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

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TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT POLICY

Revised December 11, 2012

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I. PURPOSE

The purpose of this policy is to establish uniform travel and business expense reimbursement policies, rules and claim procedures for persons authorized to conduct County business.

II. SCOPE

The County travel and business expense reimbursement policy applies to all County employees, members of legislative bodies established by the Board (salaried or not), non-County employees (such as contractors who receive travel and/or business expense reimbursements) and volunteers traveling on County business.

III. DEFINITIONS

Unless the context otherwise requires, the definitions contained in this part govern the construction of this policy. They do not necessarily apply in other County contexts.

A. Accountable Expense Reimbursement Plan

Reimbursements of travel and other business expenses to a County employee, contractor or volunteer will be considered to be made under an "Accountable Expense Reimbursement Plan" if the following three requirements are met:

- The person substantiates his or her expenses by submitting an expense report with
 - 1) the amount of the expenditure,
 - 2) the time and place of the travel or business entertainment,
 - 3) the business purpose of the expenditure, and
 - 4) the names and business relationship of any persons entertained.
- The person documents the expenses with supporting receipts, paid bills, etc. within 60 days after the expense is paid or incurred, and
- Excess advances, if any, are repaid to the County within 120 days after the expense is paid or incurred.

"County" means the County of Monterey.

B. County Business

"County business" means the activity directly related to the ordinary, necessary and/or required business functions of the County of Monterey ("County"). It does not include travel or expenses related to an employee's participation in the County's Educational Assistance Program or commuting expenses (a non-reimbursable expense).

C. County Employee

"County employee" means any County officer or employee, whether elected or appointed, filling a budgeted position approved by the Board of Supervisors.

Independent contractors and their employees are not County employees.

D. County Traveler

"County traveler" means any County employee, authorized non-County employee (such as a contractor) or volunteer traveling on County business. Agency temporary employees are not covered by this policy and are not reimbursable for travel.

E. County Volunteer

"County volunteer" means a person, other than a County employee, who performs volunteer work authorized by a department or the Board of Supervisors for the County, such as a department volunteer, a commissioner or a member of an interview panel. It does not include agency temps, inmates, wards or probationers working for the County.

F. Home

"Home" means the actual dwelling place of the County traveler without regard to any other legal or mailing address.

G. Main or Regular Place of Work

"Main or regular place of work" means the principal place of business for the County employee or the principal location to which the County volunteer/contractor is assigned to work for the County. This may be the place at which s/he spends the largest portion of his/her regular County workday or working time or, in the case of field workers, the assigned location/headquarters to which s/he returns upon completion of regular or special assignments.

H. Meals

Meals that are 1) directly related or associated with bona fide County business matters and 2) approved for reimbursement by a member of the Board of Supervisors or a department head (or his or her designee) will be considered a reimbursable County business expense, if incurred in connection with out-of-County business travel or while conducting in-County business. Also, reimbursement for the provision of in-kind meals to employees on the business premises of the County will only be allowed if there is a substantial non-compensatory business reason for providing such meals to employees.

I. Temporary Work Location

"Temporary work location" means the place where the County employee, volunteer or contractor is assigned on an irregular or short-term basis. If an employee is assigned to a work location for no more than 35 work days during a calendar year, then the location is considered temporary. Attending conferences, meeting or training sessions away from the main or regular place of work by County employees or volunteers, or field

workers conducting fieldwork at off-site locations, does not normally constitute assignment to another site. If the employee is assigned for more than 35 work days during the calendar year, the new location has become the main or regular place of work.

J. Vehicle

"Vehicle" means a motor vehicle, which can be legally operated on public highways.

IV. AUTHORIZATION TO TRAVEL

A. General Conditions

1. Travel will be authorized only when the travel is necessary and in the best interest of the County.
2. Advance authorization is required for all County travel, as specified in B & C.
3. Advance written authorization from the County Administrative Officer is required for all County travel by County volunteers, except as follows:
 - a) Travel by appointed members of County boards, commissions, or advisory committees to and from the official meetings of their respective boards.
 - b) Travel to and from the County for members of personnel interview panels, subject to authorization by the Human Resources Department.
 - c) Travel to and from meetings, conferences and training covered by the County MHSA plan, subject to authorization by the Behavioral Health Program Manager or designee.

B. In-County Travel

County employees are authorized to travel within the County when said travel is required by the department and is considered a part of the routine, day-to-day official duties of the employee as defined and authorized by the department head or his/her designee. All other in-County travel requires advance authorization by the department head or his/her designee.

C. Out-of-County Travel

1. All travel outside of the County, but within the State of California, requires advance authorization by the department head, or his/her designee. Travel by immediate staff of a member of the Board of Supervisors requires the advance authorization of the respective Board member.

2. All travel outside of the State of California requires advance written authorization by the department head, or his/her designee. Travel by immediate staff of a member of the Board of Supervisors requires the advance authorization of the respective Board member.
3. Authorization for out-of-state travel by current members of the Board of Supervisors is subject to the guidelines established by the Board.

D. Travel Requests

Travel requests that require department head authorization shall be submitted to the department head pursuant to department policy. If the traveler is requesting a travel advance, an approved "County of Monterey Travel Request" form (usually in the form of a "white claim" or "GAX"), accompanied by all documentation relative to the request, shall be forwarded to the Auditor-Controller.

V. TRAVEL EXPENSES

A. General Conditions

1. County travelers are entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals for authorized travel, subject to the conditions set forth in this Travel and Business Expense Reimbursement Policy ("Policy"), whenever the expenses are incurred as part of his/her official duties and authorized because the County traveler is required to work, attend a school, training, meeting or convention overnight at a location sufficiently distant from main or regular place of work to qualify under this policy for meal per diem and overnight lodging.
2. Notwithstanding Section 1 above, claims shall be paid subject to the rules set forth in this Policy and statutory law. Eligibility to submit a claim does not automatically entitle the claimant to reimbursement for any and all expenses.
3. County travelers receiving reimbursement from an outside source for travel on County time shall forward said reimbursement to the County Auditor-Controller for handling and deposit if the traveler intends to submit an expense claim to the County or use County resources to travel. Said travelers shall then be entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals, subject to the conditions set forth in this travel policy.
4. Arrangements for transportation, lodging or registration fees that have cancellation or change penalties shall be carefully monitored by the department. If cancellation/change occurs due to direction by the County traveler's department head, or his/her designee, or the County Administrative Officer, the County department will cover the penalty cost. If the cancellation/change occurs due to a traveler's personal request or obligations, the traveler will be required to pay the

penalty. Exceptions shall be made when a traveler is unable to travel because of hospitalization, serious sickness or death of self or an immediate family member or when the department head certifies that the reason for the employee's absence was legitimate and authorized.

B. Transportation Expenses

1. General Conditions

- a) Transportation expenses are the direct costs related to movement of the County traveler from authorized point of departure to destination of travel and back to the authorized point of return.
- b) All transportation expenses incurred shall be based upon the most efficient, direct, and economical mode of transportation required by the occasion.
- c) Whenever a time frame is established as criteria for eligibility for claiming, such as the requirements set forth for meals in Section V, subsection C. 1. d., estimated travel time shall be based upon legal vehicle speed limits, volume of traffic, and weather conditions in effect at the time of travel.

2. Vehicle Transportation

Vehicle use (both County-owned and private) by authorized County travelers during the conduct of official County business is subject to the County Vehicle Use Policy.

a) Private Vehicle

- (1) Travel by private vehicle will be reimbursed at the IRS rate for business use of a personal vehicle in effect in the County at the time of travel.
- (2) Authorized County travelers who travel in a vehicle other than their own may not claim mileage for business use of a private vehicle but may claim reimbursement of actual fuel expenses necessary for the trip and expended by the traveler. Receipts are required and should be claimed by the employee actually paying the expense.
- (3) Authorized County travelers may not claim mileage for business use of a private vehicle in the following instances:
 - (a) when the County traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the County or another source;
 - (b) when the County traveler is traveling in a County or other government

agency vehicle;

- (c) when the County traveler is traveling in a rented vehicle (paid by County);
 - (d) when the County traveler has been assigned a County Vehicle for home retention, is receiving an allowance or lump sum for mileage, unless specifically provided for in the terms of their agreement or contract with the County or by Board resolution.
- (4) County employee mileage to the regular or main place of work from home, and back, is considered commuting and may not be claimed.
 - (5) County employee mileage to the temporary work location from home, and back, is considered commuting and may not be claimed except in the following cases:
 - (a) if the County employee is required to report to the regular or main place of work before reporting to the temporary work location, s/he is eligible for mileage from the regular or main place of work to the temporary work location;
 - (b) if the County employee is required to report to the regular or main place of work after working at the temporary work location and before going home, s/he is eligible for mileage from the temporary work location to the regular or main place of work.
 - (6) Mileage in conjunction with authorized County travel to and from a school, training, convention or meeting shall be based on the distance to the destination from the traveler's home or the regular or main place of work, whichever is less, except in the following cases:
 - (a) if the traveler is required to report to his/her work location before leaving, s/he is eligible for mileage to the school, training, convention/meeting from the work location.
 - (b) if the traveler is required to report to his/her work location before returning home, s/he is eligible for mileage based on the distance from the school, training, convention/meeting to the work location.
 - (7) Appointed volunteer members of County boards, commissions, or advisory committees may claim mileage to the official meetings of their respective boards from home, and back.
 - (8) Members of personnel interview panels may claim mileage to the panel location from their regular or main place of work, and back.

- (9) When two or more County travelers from the same department are traveling to the same site by vehicle, they should use only as many vehicles as are required to accommodate the number of travelers and business needs of the County. If a County traveler chooses to use a separate private vehicle because of personal preferences or obligations, h/she shall not be eligible for mileage or fuel reimbursement for the travel unless the department head determines that reimbursement is appropriate and justified.
- (10) If a County traveler chooses to use a private vehicle instead of an alternative mode of transportation chosen by the department head because of personal preferences or obligations, his/her mileage reimbursement shall not exceed the cost of using the alternative mode of transportation unless the department head determines that the additional reimbursement is appropriate and justified.

b) County Vehicle Transportation

- (1) County travelers using a County vehicle for traveling shall not be eligible for reimbursement for mileage.
- (2) County travelers required to fuel a County vehicle at their own expense should claim the actual fuel costs expended by them. Receipts must accompany the claim. Vehicle license number and the odometer reading should be written on the receipts.
- (3) If the County vehicle experiences mechanical failure, the County traveler shall follow the rules set forth in the "Mechanical Failure" section of the "Vehicle Operator's Handbook" located in the glove compartment of each County vehicle.

c) Rental Vehicle Transportation

- (1) Vehicles may be rented for transportation at the destination point when the County traveler travels to the destination via commercial common carrier and the cost of the rental will be less than the charge for shuttle or taxi service to and from the carrier termination point to the function or hotel accommodations.
- (2) Vehicles may be rented for transportation to the destination point when the cost of the rental will be less than other reasonable and available modes of transportation.
- (3) If more than one County traveler from the same department is traveling to the same function, only one rental vehicle may be claimed and then only if

it is available for use by all of the County travelers.

- (4) The County traveler shall choose the least expensive size and mileage limits appropriate to the use required. Rental expenses for luxury cars, motorcycles and recreational vehicles may not be claimed.
- (5) Rental cars shall be refueled prior to return to the rental agency to reduce cost to the County. Rental cars should be returned to the renting location and on time to avoid additional charges.
- (6) When traveling domestically the County traveler shall waive additional vehicle insurance (except for additional driver and coverage for drivers under 25 years of age), provided that the employee has his/her own vehicle insurance coverage. When traveling internationally additional insurance should be accepted if the traveler lacks other similar coverage.
- (7) An original car rental receipt showing the number of days and type of vehicle rented is required for vehicle rental claims. A copy of the receipt or a credit card receipt alone is insufficient.

d) Commercial Carrier Transportation

- (1) County travelers shall seek and attempt to use the lowest rates available for the type of commercial carrier service being utilized. Whenever possible, travelers should take advantage of flight arrangements that minimize County cost (for example, purchasing a round trip ticket may be less expensive than two one-way tickets). Reservations should be made as far in advance as possible to take advantage of available discounts and special offers. Travel agents that have added ticket handling charges should be avoided.
- (2) Claims for travel via commercial carrier shall be limited to the cost of travel at economy rates for the same day and time of travel or actual cost, whichever is less. County travelers may upgrade tickets, provided that the traveler and not the County pay for the difference in cost for such upgrade. The County will not reimburse any type of travel insurance unless the Department Head requests the traveler to purchase cancellation coverage. Reasonable baggage charges, if imposed by the airline, on the first checked bag are reimbursable.
- (3) Claims for commercial carrier tickets shall be substantiated by an original ticket document (such as an e-ticket or passenger receipt ticket copy) showing the price, date, date/time of travel and class of travel. A copy of the credit card receipt or statement from a travel agency alone is insufficient.

- (4) County business traveler may retain frequent flyer/hotel rewards and similar program benefits. However, participation in these programs must not influence flight/hotel/etc. selection, which would result in incremental cost to the County beyond the lowest available airfare/hotel cost unless the difference is paid by the traveler. Free tickets or cash allowances for volunteering to be denied timely boarding may be retained by the traveler but no additional cost to the County or interruption of County work is allowed and any additional time required to complete the trip is to be personal time.
- (5) Should a Saturday night stay reduce the cost to the County of a ticket more than the total of any additional hotel/meal/parking cost, the costs to do so are reimbursable to the traveler but should be well-documented with a clear savings to the County.

e) Private Aircraft Transportation

- (1) Traveling by private aircraft which is flown by a County employee may be authorized if it will be the most efficient means of travel and the flight is incidental to the purpose of the County travel. Said use shall require the advance written approval of the County Administrative Officer. If approved, the following must be provided to the Auditor-Controller's Office in advance of the travel:
 - (a) a copy of the pilot's Federal Aviation Administration (FAA) pilot's certificate and instrument rating for the category and class of aircraft to be flown and the type of flying to be performed;
 - (b) a copy of the pilot's current medical certificate;
 - (c) a copy of the FAA Pilot Proficiency Award Program certificate issued to the pilot within the twelve months prior to the flight;
 - (d) a copy of the pilot's flight log showing a minimum of 250 hours of flight time within the twelve months prior to the flight;
 - (e) a certificate of public liability and property damage insurance of not less than \$1,000,000 naming the County as an additional insured.
- (2) Traveling by private aircraft, which is flown by a non-County employee, except for flights conducted by members of the Sheriff's Air Squadron in the performance of their official duties, is normally prohibited.
- (3) County travelers who operate a private aircraft in connection with approved County travel may be reimbursed the actual cost paid by the

traveler for fuel used by the aircraft on the trip or the County's mileage rate for each air mile at the travelers option.

f) Other Transportation Expenses

(1) The following necessary transportation expenses may be claimed at actual cost (receipt required) when directly related to transporting the County traveler to and from the business destination point:

- (a) taxi, shuttle, or public transit fares;
- (b) parking fees (airport long-term parking is required for travel exceeding 24 hours);
- (c) bridge, road or ferry tolls;
- (d) other actual transportation expenses determined to be reasonable and necessary by the department head and the Auditor-Controller.

(2) The following transportation expenses may not be claimed:

- (a) traffic and parking violations;
- (b) emergency repairs or non-emergency repairs on non-County vehicles;
- (c) personal travel while at an out-of-County location;
- (d) other actual transportation expenses determined to be unreasonable or unnecessary by the department head or the Auditor-Controller.

C. Meal Expenses

1. Eligibility for Meals

- a) County employees, contractors and volunteers may be reimbursed for in-County meal costs that are 1) ordinary (not extravagant) and necessary, 2) directly related or associated with bona fide County business matters and 3) approved by a member of the Board of Supervisors or a department head (or his or her designee). County business discussions associated with a meal must be conducted in a "clear business setting".
- b) County travelers involved with in-County travel that does not require an overnight stay away from their home are not eligible to claim for meals taken outside the County, unless the requirements of paragraph a) above are met, or unless provided for in a Board of Supervisor-approved written County policy.

- c) County travelers on out-of-County business travel that requires an overnight stay away from their home are eligible to claim for meals taken out-of-County.
- d) County travelers are eligible to claim the meal reimbursements noted below for travel requiring overnight lodging if the total travel time (work time, plus the lunch period plus round-trip travel time) is estimated to equal or exceed 12 hours.
 - (1) Breakfast may be claimed if the County traveler must reasonably be away from home because of County business travel at or before 7:00 a.m.
 - (2) Lunch may be claimed if the County traveler must reasonably be away from home because of County business travel at or before Noon.
 - (3) Dinner may be claimed if the County traveler must reasonably be away from home because of County business travel at 7:00 p.m. or after.
- e) Snacks are a personal expense, not reimbursable.
- f) Claims for meals purchased by a County employee or volunteer on behalf of federal, state or local public officials or employees is prohibited, including any other Monterey County employees, unless provided for under other Board of Supervisor approved written County policies.
- g) County travelers are not eligible to claim meals or other expenses for those persons who are not otherwise eligible to file a claim themselves for County reimbursement.
- h) County travelers are not eligible to keep or claim per diem allowances for anyone other than themselves.

2. Meal Claims

- a) The County maximum full day meal and incidental expenses rate shall be equal to the maximum federal per diem meal and incidental expenses (M&IE) rate established by the GSA. Said maximums include taxes and gratuities.
- b) Meal expense amounts shall be calculated by the Auditor-Controller for first and last partial days of travel based on the maximum federal per diem meal rate for the appropriate meal(s).
- c) Claims for out-of-County meals taken in conjunction with travel that includes an overnight stay away from the traveler's home shall be reimbursed in the form of a "per diem allowance", which means the traveler is eligible to be reimbursed at the maximum rate allowed and receipts are not required (except for Board of

Supervisor Members). Partial days shall be reimbursed at the appropriate meal rate.

- d) Allowable meal costs may only exceed the prescribed per diem rates if the meal is being served at a conference or workshop and the costs of the speaker, conference, and/or registration are included in the price. The agenda/brochure or other documentation describing the event and the price must accompany the claim to the Auditor-Controller's Office.
- e) A County traveler may not claim a per diem allowance or reimbursement for any meal which is provided, or otherwise available, to the County traveler with the lodging or function, whether or not there is an actual charge for the meal. For example, if lunch is provided at the function or breakfast is included in the cost of lodging, the traveler may not claim a per diem allowance or request reimbursement for eating elsewhere. For purposes of this section, continental breakfast and meals provided during airline or other commercial carrier travel do not constitute provided meals and do not need to be deducted from the per diem allowance. A County traveler may not claim a per diem allowance for a meal that was paid for by someone else.
- f) If a breakfast is included in the cost of lodging, the traveler may not claim for a breakfast meal; however, s/he may apply the next day's breakfast allowance amount towards the maximum lodging amount. For example, if the maximum lodging amount is \$79.00 and the breakfast allowance is \$8.00, the employee may claim up to a maximum of \$87.00 for lodging which includes a continental breakfast. (For purposes of this section, continental breakfast does not constitute a provided breakfast meal.)
- g) Claiming for alcoholic beverage expenses are prohibited in all cases.
- h) As required by California Government Code 53232.2 Board of Supervisors members must provide receipts for all meals and will be reimbursed at the lower of the appropriate per diem amount or the actual expense.

D. Lodging Expenses

1. Eligibility for Lodging

- a) County travelers are not eligible to claim for lodging for in-County functions.
- b) For out-of-County business that is conducted on one business day, if the County traveler's actual time for the day is estimated to equal or exceed 12 hours (including work time, the lunch period and round-trip travel time), then the County traveler will have the option of securing one night's lodging at either the

front-end or back-end of the trip. Illustration: A member of the County Board of Supervisors who resides in Monterey County is required to attend a one-day business meeting in Sacramento. The Board member estimates that his total time for the day without obtaining lodging would be 14 hours (8 hours of meetings, 1 hour for lunch and 5 hours for round-trip travel). The Board member will have the option of securing one night's lodging in Sacramento, either the night before the meeting, or after conclusion of the meeting.

- c) For out-of-County business that requires multiple business days, if County travelers are eligible to claim lodging for the first and last evenings of an out-of-County trip, they are also eligible to claim lodging for any evenings that fall in between the first and last evenings of the trip.
- d) County travelers are not eligible to claim reimbursement of lodging costs when staying overnight as a guest of friends or relatives.

2. Lodging Claims

- a) Lodging expenses shall be claimed at either the actual cost of the lodging (limited to the single occupancy rate for a single room) or the County's maximum lodging rate (Federal Per Diem Rate), whichever is less. Receipts are required. Taxes are in addition to the Federal Per Diem Rate.
- b) Lodging costs may exceed the County's maximum lodging rate only when a conference, meeting or convention is being sponsored by an organization of which the County, the department or employee is a member, the lodging may be claimed at the actual cost if seminars or meetings are to be held at the particular hotel and/or events are scheduled for evening hours, and the department head has given advance written authorization.
- c) An original room folio receipt, showing the number of days and the number of occupants, is required for lodging claims. A copy of the receipt, travel agency statement or a credit card receipt alone is insufficient.
- d) When a room is shared with a fellow County traveler, the expense may either be prorated, and the prorated amount claimed by each County traveler, or one County traveler may claim the total expense at the multiple occupancy rate.
- e) When a room is shared with a person other than a County traveler and said person will also be claiming reimbursement from the County or another source, the amount shall be prorated between the two travelers.
- f) Lodging expense may not be claimed for guests of the County traveler. Where expense for a family member or friend is included in the receipt, the claim must not exceed the single occupancy rate.

- g) Special lodging, such as accommodations in apartments, RV parks, campgrounds or other semi-permanent lodgings, shall require advance written authorization of the County Administrative Officer and the Auditor-Controller.
- h) County travelers should inquire when making lodging arrangements whether the County is exempt from Transient Occupancy Taxes (TOT) in the locale where they are staying and should provide the necessary form to the lodging facility, if required to do so to obtain the waiver.
- h) Except when registering for lodging at a pre-arranged group rate in conjunction with a conference or meeting, County travelers shall request the government rate or lowest available eligible rate when making lodging arrangements.
- i) Travelers are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Travelers will not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not canceling the room.
- j) When multiple county travelers are traveling together and the rooms are put on one invoice, one traveler may take care of the invoice but should provide the details on who stayed in each room on the invoice.

E. Registration Fees

Conference, convention and seminar registration and tuition fees may be claimed at the actual cost, provided that the agenda/brochure or other documentation describing the event, including the price, accompanies the approved claim to the Auditor-Controller's.

F. Other Travel Expenses

1. County travelers are eligible to claim a per diem incidental allowance, limited to the maximum federal per diem incidental rate established by the IRS, for each day of travel requiring an overnight stay away from the traveler's home. Said allowance covers fees and gratuities for persons who provide services, such as food servers and luggage handlers, and does not require receipts (Except for Board of Supervisors Meals). If applicable (such as a Board of Supervisor meal), gratuities are limited to not exceed 15% of the service costs unless billed by a provider's standard policy at a higher rate.
2. County travelers are eligible to claim the following expenses at actual cost, even if they also qualify for a per diem incidental allowance. Receipts are required.
 - a) County business calls (traveler must annotate purpose of call on the bill)
 - b) fax machine charges incurred to send or receive documents for County use.

- c) copy machine charges incurred to copy documents for County use.
- d) Internet access connection and/or usage fees away from home not to exceed \$15.00 per day, if Internet access is necessary for county related business.
- e) other business related expenses determined to be reasonable and necessary by the department head and the Auditor-Controller.

VI. OTHER COUNTY BUSINESS EXPENSES

A. General Guidelines

In the course of conducting County business, employees, contractors or volunteers may incur business expenses (including meal expenses pursuant to Section V.C) on behalf of the County. Such expenses will be approved for reimbursement if the disbursement meets the following requirements:

- The disbursement is for an ordinary (not extravagant) and necessary expense of conducting County business, or is an expense that is required by the County,
- The expense is approved by a member of the County Board of Supervisors, or a County department head (or his or her designee), and
- The payee accounts for the expense in accordance with the rules for a “Accountable Expense Reimbursement Plan”, as set forth in the Internal Revenue Code and related regulations.

B. Taxation of Business Expense Reimbursements

If a reimbursement to an employee, contractor or volunteer meets the requirements of an “Accountable Expense Reimbursement Plan”, then such reimbursement will not be reportable for federal or California income tax purposes.

VII. CLAIMING PROCEDURES FOR OUT-OF-COUNTY TRAVEL

A. Travel Advance Claims

1. Authorizations and Eligibility

- a) Travel advances are strongly discouraged and are only available to County employees. The issuance of travel advances creates double work for departmental and auditor-controller staff and should only be used if a County travel card cannot be used or the employee does not have a personal credit card. Board of Supervisors Members are not eligible for travel advances.

The first choice is for travelers to use their personal credit cards to pay for their

travel expenses and be reimbursed before their monthly statement arrives. Secondly, the County has arranged for the use of the Travel Card to pay many travel related expenses. Departments may use their Travel Cards to pay for airline tickets and conference registration expenses for all of their employees, not just the cardholder. Commercial carrier and conference registration expenses should not be considered in the advance calculation. The third choice would be a cash advance, if necessary.

- b) Travel advances require the authorization of the department head or his/her designee, and the Auditor-Controller or his/her designee.
- c) The net amount of the travel advance shall not exceed the following:
 - (1) 75% of the total estimate for the following travel expenses, exclusive of payments made payable directly to the vendor:
 - (a) lodging (documentation, including at least the confirmation number and hotel name should be provided), including hotel parking
 - (b) rental vehicle transportation;
 - (c) per diem meal allowances;
 - (d) long-term airport parking;
 - (e) other out-of-pocket expenses deemed necessary and reasonable by the Auditor-Controller.
 - (2) 50% of the total estimate of reimbursement for mileage for business use of a private vehicle.
- d) A travel advance shall not be issued for a net amount less than \$100.00 nor more than \$2,000.00.
- e) A travel advance shall not be issued more than thirty (30) calendar days in advance of the commencement of travel.
- f) Travelers are not eligible for an additional travel advance if they have an unsettled advance, unless the advances are for travel taken consecutively. In such case, the sum total of the travel advances shall not exceed \$2,000.00.

2. Travel Advance Requests

- a) Requests for travel advances involving travel shall be submitted by the department head to the Auditor-Controller's Office on a completed and signed

"County of Monterey Travel Request" form, accompanied by all documentation relative to the request, at least ten (10) working days in advance of the commencement of travel.

- b) After a completed and approved "County of Monterey Travel Request" form is received by the Auditor-Controller's Office, a warrant payable to the County traveler for the amount requested shall be issued, up to the 100% maximum amount allowed pursuant to this County travel policy.

3. Travel Advance Settlements

- a) Within five (5) working days of completion of travel, the County traveler shall submit all receipts for allowable travel expenses to the Department and within fifteen (15) working days of completion of travel to the Auditor-Controller's Office on a completed County claim form. Credit for the travel advance shall be subtracted from the amount owed to the County traveler.
- b) In the event that allowable expenses are less than the amount of the travel advance, the County traveler shall submit the difference in the form of a check or money order made out to the "County of Monterey" with the claim form.
- c) County travelers who cannot provide a required receipt shall reimburse the County for the amount of the money advanced to them for that expense.
- d) Travelers who do not submit the required documentation by the time frames set forth above may lose their eligibility for future travel advances.
- e) Department heads are responsible for ensuring that their employees settle their travel advance claims within the time frames set forth in subsection a) above. Non-compliance may jeopardize advances for the entire department.

B. Prepaid Vendor Claims

1. Vendor Claim Requests

- a) Once travel has been authorized, claims to the vendor may be submitted for lodging and registration fees when there is sufficient time for the check to be processed before the authorized County traveler commences travel.
- b) If the travel requires a "County of Monterey Travel Request" form, the approved form shall be submitted with the claim. If the original has been submitted with a previous claim, then that shall be noted on the claim form and a copy of the form attached.
- c) Whenever possible, the County shall be named as registrant for events to allow

transfer of attendance privilege when conflicts prevent the original registrant from attending.

- d) The County will mail the warrant directly to the vendor unless the traveler requests that the warrant be returned to them to hand carry to the vendor.

2. Vendor Claim Settlements

- a) Each vendor claim must have an original receipt attached in order to settle the claim. The required receipts for vendor claims that have been prepaid shall be forwarded to the Auditor-Controller's Office within thirty (30) calendar days after completion of travel.
- b) Claims paid directly to vendors that are not substantiated by receipts within thirty (30) calendar days of the completion of travel shall be considered to be unsettled travel advances to the County traveler.
- c) Department heads are responsible for ensuring that their employees return their receipts within the time frames established by this policy. Non-compliance may jeopardize the department's ability to have travel expenses paid in advance.
- d) In the event that all or a portion of the prepaid cost to a vendor is reduced after the check has been processed, the County traveler is responsible for ensuring that the entire difference is returned to the County within the time frames established for settling the claim.

C. Travel Reimbursement Claims

- 1. After completion of travel, the County traveler shall submit a completed County claim form to the department head for authorization. After review and authorization, the department head shall submit the authorized claim, together with any required receipts, to the Auditor-Controller's Office. Said claim shall be received by the Auditor-Controller's Office within thirty (30) calendar days of the completion of travel.
- 2. The traveler shall not be reimbursed until s/he has signed the certification for the claim that is required by the Auditor-Controller's Office.
- 3. The Auditor-Controller's Office shall review the claim for compliance with applicable County policies and procedures. If approved by the Auditor-Controller's Office, the claim shall be processed and a check sent to the claimant within ten (10) working days. If denied, or denied in part, the department's contact person will be notified immediately. The Auditor-Controller has the final decision on allowable expenses.
- 4. No reimbursement for travel shall be paid to the employee until all required receipts

for the travel claim have been filed with the Auditor-Controller's Office.

5. Travel reimbursements are to be paid via checks and not to be paid via petty cash.

D. Mileage Claims

1. Whenever travel requires advance authorization of the department head, or his/her designee, the resulting mileage expense shall be claimed on the same claim form as the other expenses that apply to that travel. The only exception is if mileage is the only expense of the trip, in which case the traveler may claim the mileage on the monthly "Mileage Reimbursement" claim form.
2. Whenever travel does not require advance authorization of the department head, or his/her designee, the resulting mileage expense shall be claimed on the "Mileage Reimbursement" claim form.
3. Mileage claims shall be submitted monthly, unless the total for the month is less than \$50.00, in which case the claim may be held for an additional month. However, the claim must not be held over to the next month more than twice, regardless of the dollar amount.
4. All mileage claims for the last month of the fiscal year must be processed by year-end close.
5. Mileage Claims are to be paid via warrants and not to be paid via petty cash.

E. Reimbursement by Outside Source

1. County travelers receiving reimbursement from an outside source for travel on County time shall forward said reimbursement to the Auditor-Controller for handling and deposit if the traveler intends to submit an expense claim to the County or use County resources, including a County vehicle, to travel. In such cases, the traveler shall then be entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals, subject to the claiming conditions set forth in this travel policy. Said reimbursement shall be delivered to the Auditor-Controller's Office within thirty (30) days of the receipt of the funds.
2. If a County volunteer or non-employee will be receiving a per diem or other reimbursement of travel expenses from a source outside of the County, the volunteer shall not be eligible to claim or receive any additional reimbursement from the County for the same expenses.

F. Late Claims

If a claim for reimbursement or settlement of a travel claim is submitted after the allowed time frames, the payment to the employee shall not be made until the claim has

been reviewed and approved by the Auditor-Controller or his/her designee.

G. Travel Card Use

Subject to the rules contained in the Travel Card Policy, travel expenses (airline, hotel, vehicle rental, gas, emergency repair of county vehicles and airport parking) may be charged to County of Monterey Travel Cards. Prohibited items include employee meals, room service, movies, cash advances, gift cards of any kind, liquor, tobacco and other items prohibited by the Travel Card Policy. Under no circumstances should personal items (even if reimbursed to the county) be charged to the travel card. Expenses paid on the travel card should not be included on a claim for reimbursement.

VII. INTERPRETATIONS

The Auditor-Controller, or his/her designee, shall be responsible for interpretations of this policy.

VIII. EXCEPTIONS

Exceptions to this policy require the approval of the Auditor-Controller or his/her designee.

IX. CONFLICT WITH RULES

In the event that this County Travel policy is in conflict with another County policy, the policy with the strictest application shall prevail.

Exhibit F - Global Professional Educational Services Engagement Policies

The following are intended to provide the policies under which Kronos Professional and Educational Services will operate during the course of a Global customer engagement:

Professional Services:

1. Kronos will provide Customers with a Professional Services Estimate or Statement of Work that outlines the project deliverables and provides an estimate for the project scope and cost required to complete the engagement, based upon preliminary information provided by Customer.
2. Kronos and Customer agree that given the use of estimated times; the Assess Phase of the engagement will be used to determine whether modifications to project scope and cost are required.
3. Any such modification to project scope and cost will be supported through the generation of a Kronos Change Order that is signed by the Customer (see Change Order Process below).
4. The original project scope and cost of an engagement will apply until, and if, the Customer signs a Change Order.
5. The Professional Services Estimate or Statement of Work is valid for one year from the date of signature.
6. Kronos will invoice the Customer on a monthly basis for all Professional Services provided during the previous month.
7. Professional Services work will be conducted during normal business hours. Normal business hours will vary by country. Please consult your local Professional Services consultant for normal business hours in your country.
8. All Professional Services work scheduled to start outside of normal business hours will be billed in full at a premium rate described below. For work to be performed After Hours, on Holidays, or on Weekends, an approved Change Order will be required prior to scheduling (see Change Order Process below). Customers will be charged as follows:
 1. All Professional Services will be scheduled and billed in 1 to 4 hour increments with a minimum charge of 1 hour.
 2. After Hours
 1. All scheduled work will be billed at 1.5 times the current contract rate by role.
 2. After Hours will vary by country. Please consult your local Professional Services consultant for after hours in your country.
 3. Weekend
 1. All scheduled work will be billed at 2.0 times the current contract rate by role.
 2. Weekend schedules will vary by country. Please consult your local Professional Services consultant for normal business hours in your country.
 4. Holiday
 1. All scheduled work will be billed at 2.0 times the current contract rate by role.
 2. Holiday's recognized will vary by country. Please consult your local Professional Services consultant for holiday's observed in your country.
 5. Onsite Support requiring Travel:

1. All travel time (portal to portal) will be billed at the current contract rate by role.
 2. Expense reimbursement is pursuant to the agreement covering such Professional Services between the customer and Kronos.
 3. Travel time above two hours in any one direction will be billed at the current contract rate by role.
9. Kronos requires notification for the cancellation or rescheduling of Kronos personnel. Customer will be charged for failure to meet the following notification requirements:
1. 2 business days prior to scheduled work — 50% of planned charges are invoiced for scheduled work.
 2. 1 business day prior to scheduled work — 100% of planned charges are invoiced for scheduled work.
 3. Business days are Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays.

Here is an example:

- Work is scheduled for Wednesday, 1p- 5p (4 hours)
- Customer cancels on:
 - Friday — no penalty
 - Monday — 50% of planned charges are invoiced (2 hours)
 - Tuesday — 100% of planned charges are invoiced (4 hours)

Here is a holiday example:

- Work is scheduled for Wednesday, 1p- 5p (4 hours)
- Customer cancels on:
 - Thursday — no penalty
 - Friday — 50% of planned charges are invoiced (2 hours)
 - Monday — holiday; doesn't count as "business day"
 - Tuesday — 100% of planned charges are invoiced (4 hours)

Change Order Process:

1. All changes to the original, signed Professional Services Estimate or Statement of Work will be initiated by the Kronos Project Manager and reflected through the use of a Change Order, approved and signed by the Customer.
2. A change of project scope and cost, resulting in a Change Order, could result from: an increase or change to project deliverables, customer allocated time, customer scheduling changes, technology limitations.
3. The last authorized Professional Services Estimate or Statement of Work, including any previously approved Change Orders, will prevail until amended by a subsequent approved Change Order.
4. Unless otherwise addressed within these policies, the hourly rate(s) quoted within a Change Order for work to be performed within normal business hours will be consistent with that contained within the

original Professional Service Estimate or Statement of Work, if such Change Order is executed during the course of the original engagement, or within one (1) year of the signing of the original Professional Services Estimate or Statement of Work, whichever is earlier.

5. In instances where specialized resources are requested, but not contained within the original Professional Services Estimate or Statement of Work, the quoted rate will be established at Kronos' then current rate for such requested services.

Travel:

1. Travel expenses will be charged pursuant to the agreement covering such Professional Services between the customer and Kronos.
2. In certain instances specialized resources may be used that require the payment of airfare, lodging and related travel expenses. Customers shall be made aware of any such instance during the sales or Change Order process.
3. Customer is responsible for travel costs for employees attending training at a Kronos location.
4. Customer is responsible for travel and related costs for a Kronos trainer providing instruction at the Customer location.

Educational Services:

1. All Instructor-led Educational Services classes will be held at a Kronos facility, or via the Kronos Virtual Classroom (if offered in that modality), unless Customer has purchased onsite location training.
2. Kronos requires notification of cancellation from an Instructor-led class. Customer will be charged for training upon failure to meet the following notification requirements:
 1. For any PUBLIC course held in the traditional classroom or in the virtual classroom: Attendees must cancel at least five business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
 2. For any PRIVATE course held at a customer site, in the traditional classroom, or in the virtual classroom: Attendees must cancel at least ten business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
3. Kronos reserves the right to cancel classes up to five business days before the scheduled start date for public courses held in a Kronos Traditional Classroom (KTC) and up to two business days before the scheduled start date for public courses held in a Kronos Virtual Classroom (KVC) due to lack of enrollment or any other unforeseen circumstances.
4. Educational Services purchases are valid for one (1) year from the date of signature. Educational Service purchased but not used within this one year period will expire.
5. All training course delivery scheduled to start outside of normal business hours will be billed in full at a premium rate described below. Customers will be charged as follows:

1. After Hours

1. There will be a 1.5 times premium in either per student public or per class private day rates.
2. After Hours will vary by country. Please consult your local Educational Services trainer for after hours in your country.

2. Weekend

1. There will be a 2.0 times premium in either per student public or per class private day rates.
2. Weekend schedules vary by country. Please consult your local Educational Services trainer for after hours in your country.

3. Holiday

1. There will be a 2.0 times premium in either per student public or per class private day rates.
2. Holidays recognized will vary by country. Please consult your local Professional Services trainer for holidays observed in your country.

4. Onsite Support requiring Travel:

1. All travel time (portal to portal) will be billed at the current contract rate by role.
2. Expense reimbursement is pursuant to the agreement covering such Educational Services between the customer and Kronos.
3. Travel time above two hours in any one direction will be billed at the current contract rate by role.

Travel:

1. Travel expenses will be charged pursuant to the agreement covering such Professional Services between the customer and Kronos.
2. In certain instances specialized resources may be used that require the payment of airfare, lodging and related travel expenses. Customers shall be made aware of any such instance during the sales or Change Order process.
3. Customer is responsible for travel costs for employees attending training at a Kronos location.
4. Customer is responsible for travel and related costs for a Kronos trainer providing instruction at the Customer location.

Other Policies:

1. Kronos personnel working at the Customer site shall have access to necessary infrastructure (servers, network, etc.).
2. In instances where Kronos personnel are working remotely access will be granted through the use of industry standard tools (DTS, GoToMyPC, PCAnywhere, etc.).
3. Customer agrees to not hire any Kronos employee who has performed services under the Agreement for a period of one-year after the completion of such services.

4. All required system administration, maintenance, backups, tuning, etc., is the responsibility of the Customer.
5. Customer Data: To perform the Implementation and to provide support after completion, Kronos may need to access and retain information regarding your employees and business organization. Kronos will take all reasonable steps to limit and safeguard the security of this information. We may make recommendations to enhance your organization's procedures for securing your data - these recommendations are intended to enhance the security of any sensitive information that is provided to us. However, there are no guarantees that they will ensure the security of your information, nor should Kronos' actions be viewed as the only safeguards necessary. The security of your data is ultimately your responsibility.

Exhibit G - Support Policies and Services

Policies – On Premise | Software Services – On Premise | Equipment Services |
Policies - Workforce Central SaaS | Software Services – Cloud Hosting

Policies – On Premise

For each installation, Customers must purchase the same software support service type for all software and must purchase the same equipment support service type for all equipment of the same type. The latest Supported Product List is available at <https://community.kronos.com/s/article/How-To-Find-Support-Information-for-your-Kronos-Product>. Please note: you must be logged into the Kronos Community to access this link.

Workforce Central suite

Kronos only provides service releases for the current release and the two immediately prior releases of the Software. We currently publish new releases every twelve to eighteen months. Resolution of an issue may require that you upgrade to the current release of the Software.

For Workforce Payroll, when service releases are no longer provided Kronos will provide two quarterly legislative updates to provide you with additional time to upgrade.

Workforce Analytics (WFAN) — supported components include:

All procedures and Database Objects associated with the Workforce Analytics databases.

All WFAN for Healthcare Reports accessible through the "WFAN Advanced Reporting" link from the SharePoint Home Page that were delivered through the Core Product.

All Analysis Services Cubes found in the Workforce Analytics databases.

Kronos iSeries Central suite

Kronos only provides service packs for the current release and the two immediately prior releases of the Software. Resolution of an issue may require that you upgrade to the current release of the Software.

Timekeeper Central

Kronos only provides "defect repairs" for the current release of the Software.

Kronos defines Version, Release, and Service Release as follows:

Version: A software product upgrade that includes major new features or functionality.

Release: A software product upgrade that includes minor new features or functionality.

Service Release: One or more defect repairs bundled into a single update. Service releases are cumulative - Service Release N will, at minimum, include all of the changes delivered in Service Release N-1.

The software product hierarchy is: Version . Release . Service Release

Updates

Customers electing to undergo a major platform upgrade migration (i.e. from Timekeeper Central to Workforce Central suite) are required to purchase the licenses to the new version at the applicable license fees.

Support Exclusions

Support service does not include service to the Software resulting from, or associated with:

Additional On Premise deployment exclusions:

Customer's improper use, management or supervision of the Software or other failure to use the Software in accordance with Kronos' specifications; or

Customer's repair, attempted repair or modification of the Software without prior authorization from Kronos; or

Customer's use of the Software for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos; or

Customer's end user computer or operating system malfunctions; or

Services required for application programs and/or conversions from products or software not supplied by Kronos; or

Reprogramming, including reconfiguration of the Software or the rebuilding of Customer's database.

Any cause external to the Software including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God; or

Customer's failure to continually provide a suitable installation environment as specified in Kronos' specifications.

In addition to the Support exclusions above the following Services are NOT covered by your Kronos Support Service Agreement and are subject to the applicable Kronos Service rates.

Additional On Premise deployment exclusions:

Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, Dashboards and Fields

Creating New Schedules

Terminal Programming and Cold Start

Pay Period Changes

Programming, modifying, implementing, training or troubleshooting the following:

Data integration interfaces (i.e. Connect, Integration Manager, Analytics)

Custom Reports

Custom Application extensions

Editing Process Manager templates and creating new templates

Installing or reinstalling Applications such as, but not limited to,

Adding a Workstation

Moving the Application

Custom Reports or Custom Application Extensions

Implementation or configuration services related to upgrading product such as, but not limited to,

Software implementation

Porting custom software (i.e., reports)

Change management

Training

New functionality deployment

Application interfaces

Service to Kronos custom software is not provided, unless otherwise specified on the applicable Order Form for such custom software.

Importing new data i.e. from acquisitions or purchasing of another company.

Installing or reinstalling Applications such as, but not limited to,

Reinstalling following a Hard Drive Crash

Service Release

Database Administration Maintenance or Services such as, but not limited to,

Database scripts

Writing or customizing database scripts for data reporting and/or retrieval

Performance Tuning

Sizing

Disaster Recovery

Database backup strategy and/or setup

Establishing a Non-Production Environment such as, but not limited to,

Test environments, i.e., application servers, database servers

K-Demo

Troubleshooting Environmental Issues such as, but not limited to,

Operating System

Network Issues

Firewalls

Servers

Workstations

Single Sign On

Load balancing configuration

Virtual server configuration

Support Discontinuance — End of Service Life

Kronos may discontinue support for the Software upon 30 days written notice to Customer, or at the anniversary date of the relevant Agreement, whichever is longer. Applicable credits will be left on the account to be applied against any future invoices.

Reinstatement of Support Services

In the event that Customer allows Software or Equipment support services to lapse or if Customer did not originally purchase Software or Equipment support services and wishes to reinstate or procure such services, Customer must pay (i) the support services fees at list price for such lapsed or unprocured time period for when the products were not on support; and (ii) the annual support services at the then current list price for the applicable product(s), plus twenty per cent (20%) of the support services fees.

Service Coverage Period

Local* business hours, Monday through Friday, excluding Kronos holidays, with access to Kronos' technical support staff — Gold or Gold Plus Support. *Please check with your Support Center for the specific business hours of coverage at your location.

Support Services groups:

Australia	8:00 a.m. - 8:00 p.m. local time
Canada	8:00 a.m. - 8:00 p.m. local time
China	8:00 a.m. - 8:00 p.m. local time
India	9:00 a.m. - 6:00 p.m. local time
Mexico	9:00 a.m. - 6:00 p.m. Mexico Central Standard Time
UK	8:00 a.m. - 8:00 p.m. UK time
US	8:00 a.m. - 8:00 p.m. local time

24 hours a day, seven days a week, 365 days a year, with access to Kronos' technical support staff —
Platinum or Platinum Plus Support

Priority Based Support

Kronos provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Kronos Global Support has set up the following guidelines to assess the priority of each service request:

High Priority: A critical customer issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the customer not being able to process their payroll such as:

Unable to sign-off Time Cards

Totals are not accurate

Unable to collect punches from terminals

Unable to access a critical application function such as scheduling

Cloud outage

No workaround is available.

Medium Priority: A serious customer issue which impacts ability to utilize the product effectively such as:

Intermittent or inconsistent functionality results or data accuracy - accrual balances not matching pay codes but balances are accurate

Data display inaccuracies or inconsistencies across multiple tasks

System performance is inconsistent or fluctuates

A workaround is available.

Low Priority: Non-critical problem generally Use and Usability issues and or "how to" questions such as:

How do I set up a holiday pay rule?

How do I run a report?

How often should database maintenance be executed?

A workaround is available on the Kronos Community.

Response Time

Response time shall mean from the time the case priority is set by Kronos' Support Center until a Kronos support representative contacts the Customer to begin service. Kronos utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

Priority	Gold	Platinum
High	2 hours	1 hour
Medium	4 hours	4 hours
Low	8 hours	8 hours

All response times are business hours.

The above are only guidelines and may be modified, for a particular incident, based on joint agreement between the customer and Kronos.

e.g., If a Gold support customer's case is logged at 4:55 p.m., local time, with a "Medium Priority" designation, Kronos would respond before 8:55 a.m., local time, the next business day (Monday - Friday for Gold Support customers).

Critical Outages

Kronos Global Support will provide continuous effort on all high priority events through either bug identification, the development of a workaround or problem resolution. If this effort goes beyond normal hours, the case may be passed to the after hours team or to the mission critical support engineer on duty. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with the Kronos Global Support engineer during this period. Support outside the scope of the services agreement is billable.

Technical Escalation

Our case resolution process is a Team based approach structured around specific products of the Application suite and staffed by Support Engineers covering the full spectrum of skill sets and technical expertise. The Teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible.

The Teams are also integrated with the Development Engineering staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases an Account Manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The Account Manager remains engaged until the situation has been successfully remediated.

Management Escalation

Customers may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos Support Services center and ask to speak to a manager. Phone numbers are listed on the Kronos Community at <https://community.kronos.com/s/article/ka361000000ACDuAAO/KB13193>.

Policies – On Premise | Software Services – On Premise | Equipment Services |
Policies - Workforce Central SaaS | Software Services – Cloud Hosting

Software Services – On Premise

Kronos provides different levels of support offerings through our Platinum Plus, Platinum, Gold Plus, and Gold support services.

Platinum Plus Support Service

Platinum Plus Support customers have access to the same features as the Platinum Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of Kronos products and services to provide you with proactive, consultative expertise. For Platinum Plus customers, a TAM is available 24 hours per day, 7 days per week. Platinum Plus customers can designate 5 named contacts, and also enjoy one on-site visit per year.

Platinum Support Service

Platinum Support customers have access to the same service features as Gold Support customers and the following additional entitlements:

24 x 7 x 365 telephone access to Kronos Global Support

Access to Senior Support Engineers

Response time of 1 hour or less for High, 4 hours or less for Medium, and 1 business day or less for Low Priority calls.

Platinum Support customers also have the option of upgrading to Platinum Plus.

Gold Plus Support Service

Gold Plus Support customers have access to the same features as the Gold Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of Kronos products and services to provide you with proactive, consultative expertise. For Gold Plus customers, a TAM is available from 8:00 a.m.-8:00 p.m., local time, Monday-Friday. Gold Plus customers can designate 2 named contacts.

Gold Support Service

Gold Support offers a very well-rounded support program. Included is free access to Kronos Global Support from 8:00 a.m. to 8:00 p.m. local time, as well as the following entitlements noted below. Gold Support customers also have the option of upgrading to Gold Plus.

Search (Available to all Support Agreement customers through the Kronos Community)

The Global Search on Kronos Community searches for the following data types* and the Topics area provides Basic and Advanced searching by product.

Knowledge base

Documentation (Manuals and User Guides)

Service releases

Groups

Cases

Technical Advisories and Technical Insiders

*Access to data sources is limited by type of support service.

Technical Advisories (Available to all Support Agreement customers)

Kronos Global Support Center personnel are a valuable source of knowledge and experience. That's why we give you access to the same vast repositories of information that they use. You have access to these technical alerts located on the Kronos Community. Please sign up for Alert Groups in the Kronos Community to get notified of the release of new technical advisories and other important production information.

Learning Quick Tips (Available to Gold and Platinum level customers)

Enjoy the convenience of web-based, self-paced recorded training modules for your Kronos application. These training recordings are short in duration and you can take them anytime and anywhere that you have access to the Web.

HR and Payroll Answerforce (Available to Gold and Platinum level customers)

HR and Payroll Answerforce enables you to facilitate communication between employees, managers and HR professionals. It provides managers and employees with current HR information they need to make effective decisions. Experience an award-winning user interface which delivers up-to-date human resources, employee benefits, compensation, employment and regulatory information directly to your desktop.

Interactive Forms (Available to Platinum level customers)

Instant access to a comprehensive and easy-to-use library of HR and Employment & Payroll Tax forms and instructions. You can access, fill out, save, print, and maintain over 730 HR forms and 2500 Payroll forms.

Service Releases (Available to all Support Agreement customers)

Kronos Support Services entitles all customers who purchase a support agreement to the latest available product version upgrades, updates and enhancements, and documentation released during the agreement period, from the Kronos Community. Protecting your investment is where our coverage for you begins as you embark on your journey to increased knowledge and improved business performance.

This service feature entitles you to the latest available product releases, updates/patches and legislative updates for the Workforce Payroll™ module. For many products, the latest support releases (service releases) or legislative updates are posted on the Kronos Community for you to download and install. Please sign up for Alert Groups on the Kronos Community to get notified of the release of new service releases.

Knowledge Base (Available to all Support Agreement customers)

Accessed by our customers thousands of times per month, this online database currently contains thousands of answers to questions about Kronos products. Type in a question and the knowledge base suggests a solution. It is tightly integrated with our Global Support case management system and captures the real-world experience of our support engineers. The knowledge base is constantly updated. When our support engineers encounter and resolve new situations, they can automatically submit new solutions to the knowledge base.

Case management (Available to all Support Agreement customers)

For your convenience, we give you direct access to our electronic case management system. Make your own notes to help explain what you are encountering. Your case is formally assigned a number and subject to all the normal tracking and routing mechanisms. Cases are reviewed Monday-Friday, during the business hours of your Kronos support center, excluding Kronos holidays. Should you require assistance outside the described hours, please telephone your Kronos support center.

Documentation (Available to all Support Agreement customers)

Online access to documentation for most of Kronos' products, for example:

- Installation guides

- Configuration guides

- Database administrators guides

- User guides

- System administrators guides

- Database views reference guides.

Groups (Available to all Support Agreement customers)

Groups provide a unique opportunity to connect with other Kronos customers and to benefit from their real-world experiences. Organized by product platform, industry and special interests, Groups allow you to post questions or provide advice to someone else's query. A chance to go beyond simple product "how to," many customers have commented on how groups have helped them gain a broader understanding of how to leverage their Kronos applications.

Remote Support (Available to all Support Agreement customers)

A web-based screen-sharing application that enables Kronos to support you by empowering our support representatives to remotely view your computer. By connecting through the Internet or via intranets and extranets, support representatives will work in real time with your users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

Per-event Software Service

On premise Customers seeking support outside their service coverage period or Services that are not covered by your Support service or Customers without a Support Agreement on Active Product will be charged at the current Kronos hourly rate.

Day and Time (local time)	Minimum Hours
Monday-Friday 8:00 a.m.-5:00 p.m.	2
Monday-Thursday 5:01 p.m.-7:59 a.m.	4
Friday-Monday 5:01 p.m.-7:59 a.m.	8

Conditions:

Time billed is minimum billable hours and then one hour increments.

The 8:00 a.m.- 5:00 p.m. minimum billable hours apply to software support calls received prior to 5:00 p.m. local time Monday-Friday.

The response time for customers without a support agreement is within two business days.

Customers with a Support Agreement receive a 50 percent reduction from the minimum amount of hours.

Per-event rates are not discountable.

Policies – On Premise | Software Services – On Premise | Equipment Services |
Policies - Workforce Central SaaS | Software Services – Cloud Hosting

Equipment Services

Depot Exchange Service

The premium hardware service option: Kronos ships a replacement unit on an advance exchange basis by next-business day delivery where available if request is received prior to 2:00 p.m. Kronos recommends that Depot Exchange customers procure the appropriate number of spare units to maintain adequate coverage while a unit is out of service.

How it works:

You contact Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory.

Kronos ships a replacement unit on an advance exchange basis by next-business day delivery where available if request is received prior to 2:00 p.m.

Upon receipt of replacement, you send the terminal needing service back to the Kronos Equipment Services Center.

Availability:

Currently ONLY available in Australia, Canada, China, Mexico, New Zealand, and United States.

Conditions:

Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Kronos' current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of consumables. In addition, Depot Support Services do NOT include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:

Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;

Customer's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;

Customer's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;

Customer's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;

Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or

Customer's repair, attempted repair or modification of the Products.

Terminals are warranted for 90 days from date of shipment.

This service includes access to equipment service releases / firmware updates available on the Kronos Community. Please sign up for Alert Groups in the Kronos Community to get notified of the release of new service releases.

Depot Repair Service

This service was designed for those who keep their own inventory of spare terminals and options.

How it works:

You contact Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory.

You send the terminal needing service back to the Kronos Equipment Services Center.

Upon receipt of product, Kronos shall repair the product within ten (10) business days and return to you by regular surface transportation.

Availability:

NOT available in China.

Conditions:

Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Kronos' current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of consumables. In addition, Depot Support Services do NOT include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:

Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;

Customer's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;

Customer's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;

Customer's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;

Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or

Customer's repair, attempted repair or modification of the Products.

Repairs are warranted for 90 days from date of shipment.

This service includes access to equipment service releases / firmware updates available on the Kronos Community. Please sign up for Alert Groups in the Kronos Community to get notified of the release of new service releases.

Device Software Maintenance

Device Software Maintenance is designed for those Kronos customers who choose to manage time clock repair themselves and just want access to device software updates. This service option lets you download equipment service releases from the Kronos Community to ensure that your time clock is always up to date with:

The latest security enhancements

Communication protocols

Fixes and terminal software feature updates

Compatibility updates with Kronos software or other terminals

Device Software Maintenance is included with Depot Exchange and Depot Repair.

Device Software Maintenance does NOT include any repair or exchange services.

How it works:

Go to the Kronos Community at <https://community.kronos.com>.

Register or log in to the Kronos Community. An email address and Kronos Solution ID are required to register for access to the Kronos Community.

Go to the Topics menu and choose "Data Collection" to access the equipment service releases.

Availability:

The Device Software Maintenance offering is available worldwide.

NOT available for the 100, 400, 500, Century and Cyber series terminals

This service includes access to equipment service releases / firmware updates available on the Kronos Community. Please sign up for Alert Groups in the Kronos Community to get notified of the release of new service releases.

Per-event Repair Service

Per-event rates apply to customers without an equipment support agreement. The Kronos Equipment Services center will attempt to repair any repairable defective item within 15 business days after receipt at the current Per-event pricing. The product will be returned by regular surface transportation.

How it works:

You contact Kronos to get a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory

You send the terminal needing service back to the Kronos Equipment Services Center.

Upon receipt of product, Kronos shall repair the product within fifteen (15) business days and return to the customer by regular surface transportation.

Conditions:

Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Kronos' current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of consumables. In addition, Depot Support Services do NOT include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:

Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;

Customer's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;

Customer's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;

Customer's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;

Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or

Customer's repair, attempted repair or modification of the Products.

Repairs are warranted for 90 days from date of shipment.

This service does NOT include access to equipment service releases / firmware updates.

Policies – On Premise | Software Services – On Premise | Equipment Services |
Policies - Workforce Central SaaS | Software Services – Cloud Hosting

Policies - Workforce Central SaaS

Workforce Central Suite SaaS Applications

Kronos only provides service releases for the current release and the two immediately prior releases of the Applications. We currently publish new releases every twelve to eighteen months. Resolution of an issue may require that you upgrade to the current release of the Applications.

For Workforce Payroll, when service releases are no longer provided Kronos will provide two quarterly legislative updates to provide you with additional time to upgrade.

Workforce Analytics (WFAN) — supported components include:

All procedures and Database Objects associated with the Workforce Analytics databases.

All WFAN for Healthcare Reports accessible through the "WFAN Advanced Reporting" link from the SharePoint Home Page that were delivered through the Core Product.

All Analysis Services Cubes found in the Workforce Analytics databases.

Version: A SaaS Application upgrade that includes major new features or functionality.

Release: A SaaS Application product upgrade that includes minor new features or functionality.

Service Release: One or more defect repairs bundled into a single update. Service releases are cumulative - Service Release N will, at minimum, include all of the changes delivered in Service Release N-1.

The SaaS Application product hierarchy is: Version . Release . Service Release

Updates

Customers electing to undergo a major platform upgrade (i.e. from Workforce Central SaaS to Workforce Ready) are required to contract for the new Services at the applicable Application fees.

Support Exclusions

Support service does not include service to the Applications resulting from, or associated with:

Customer's failure to use the Applications in accordance with Kronos' specifications;

Customer's use of the Applications for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;

Customer's end user computer or operating system malfunctions;

Services required for programs and/or conversions from products or software not supplied by Kronos;

Reprogramming, including reconfiguration of the Applications, or Configuration Changes such as, but not limited to, Work Rules, Pay Rules, Pay Period Changes Accrual Rules, Profiles, Dashboards and Fields;

Creating New Schedules;

Terminal Programming and Cold Start

Creating, modifying, or implementing the following:

Data integration interfaces (i.e. Connect, Integration Manager, Analytics)

Custom Reports and Custom Application extensions;

Editing Process Manager templates and creating new templates;

Installing or reinstalling Applications on customer workstations;

New product implementation and configuration;

Training.

Service Coverage Period

Kronos will provide support 24 hours a day, seven days a week, 365 days a year for the cloud infrastructure, the availability to the cloud environment, and telephone support for the logging of functional problems and user problems.

Kronos will provide support for application related issues during local business hours, Monday through Friday, excluding Kronos holidays, with access to Kronos' technical support staff and senior support engineers and continuous effort on critical issues as defined in the Critical Outages section below.

Support Services groups:

Australia	8:00 a.m. - 8:00 p.m. local time
Canada	8:00 a.m. - 8:00 p.m. local time

China	9:00 a.m. - 6:00 p.m. local time
India	9:00 a.m. - 6:00 p.m. local time
Mexico	9:00 a.m. - 6:00 p.m. Mexico Central Standard Time
UK	8:00 a.m. - 8:00 p.m. UK time
US	8:00 a.m. - 8:00 p.m. local time

Priority Based Support

Kronos provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Kronos Global Support has set up the following guidelines to assess the priority of each service request:

High Priority: A critical customer issue with no available workaround where the Applications cannot be accessed experiencing major system degradation, data corruption or other related factors resulting in the customer not being able to process their payroll such as:

Cloud outage

Unable to sign-off Time Cards

Totals are not accurate

Unable to collect punches from terminals

Unable to access a critical application function such as scheduling

Medium Priority: A serious customer issue which impacts ability to utilize the Applications effectively such as:

Intermittent or inconsistent functionality results or data accuracy - accrual balances not matching pay codes but balances are accurate

Data display inaccuracies or inconsistencies across multiple tasks

Application performance is inconsistent or fluctuates

A workaround is available.

Low Priority: Non-critical problem generally Use and Usability issues and or "how to" questions such as:

How do I set up a holiday pay rule?

How do I run a report?

A workaround is available on the Kronos Community.

Response Time

Response time shall mean from the time the case priority is set by Kronos' Support Center until a Kronos support representative contacts the Customer to begin service. Kronos utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

Priority	WFC SaaS
High	1 hour
Medium	4 hours
Low	8 hours

The above are only guidelines and may be modified, for a particular incident, based on joint agreement between the Customer and Kronos.

Critical Outages

Kronos Global Support will provide continuous effort on all high priority events through either bug identification, the development of a workaround or problem resolution. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with the Kronos Global Support engineer during this period. Support outside the scope of the services agreement is billable.

Technical Escalation

Our case resolution process is a Team based approach structured around specific products of the Application suite and staffed by Support Engineers covering the full spectrum of skill sets and technical expertise. The Teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible.

The Teams are also integrated with the Development Engineering and Cloud Operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases an Account Manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The Account Manager remains engaged until the situation has been successfully remediated.

Management Escalation

Customers may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos Support Services center and ask to speak to a manager. Phone numbers are listed on the Kronos Community at <https://community.kronos.com/s/article/ka361000000ACDuAAO/KB13193>.

Technical Account Manager (TAM) Support Service

Additional annual fees apply. The TAM is a seasoned service professional that will draw upon a vast knowledge of Kronos products and services to provide you with proactive, consultative expertise. If selected a TAM is available 24 hours per day, 7 days per week. TAM customers can designate 5 named contacts.

Search

The Global Search on Kronos Community searches for the following data types* and the Topics area provides Basic and Advanced searching by product.

Knowledge base

Documentation (Manuals and User Guides)

Service releases

Groups

Cases

Technical Advisories and Technical Insiders

Technical Advisories

Kronos Global Support Center personnel are a valuable source of knowledge and experience. That's why we give you access to the same vast repositories of information that they use. You have access to these technical alerts located on the Kronos Community. Please sign up for Alert Groups in the Kronos Community to get notified of the release of new technical advisories and other important product information.

Learning Quick Tips

Enjoy the convenience of web-based, self-paced recorded training modules for your Kronos application. These training recordings are short in duration and you can take them anytime and anywhere that you have access to the Web.

HR and Payroll Answerforce

HR and Payroll Answerforce enables you to facilitate communication between employees, managers and HR professionals. It provides managers and employees with current HR information they need to make effective decisions. Experience an award-winning user interface which delivers up-to-date human

resources, employee benefits, compensation, employment and regulatory information directly to your desktop.

Interactive Forms

Instant access to a comprehensive and easy-to-use library of HR and Employment & Payroll Tax forms and instructions. You can access, fill out, save, print, and maintain over 730 HR forms and 2500 Payroll forms.

Service Releases

Workforce Central SaaS entitles customers to the latest available product version upgrades, updates and enhancements, and documentation released during the agreement period, from the Kronos Community. Protecting your investment is where our coverage for you begins as you embark on your journey to increased knowledge and improved business performance.

This service feature entitles you to the latest available product releases, updates/patches and legislative updates for the Workforce Payroll™ module. For many products, the latest support releases (service releases) or legislative updates are posted on the Kronos Community. Please sign up for Alert Groups on the Kronos Community to get notified of the release of new service releases.

Knowledge Base

Accessed by our customers thousands of times per month, this online database currently contains thousands of answers to questions about Kronos products. Type in a question and the knowledge base suggests a solution. It is tightly integrated with our Global Support case management system and captures the real-world experience of our support engineers. The knowledge base is constantly updated. When our support engineers encounter and resolve new situations, they can automatically submit new solutions to the knowledge base.

Case management

For your convenience, we give you direct access to our electronic case management system. Make your own notes to help explain what you are encountering. Your case is formally assigned a number and subject to all the normal tracking and routing mechanisms. Cases are reviewed Monday-Friday, during the business hours of your Kronos support center, excluding Kronos holidays. Should you require assistance outside the described hours, please telephone your Kronos support center.

Documentation

Online access to documentation for most of Kronos' products, for example:

Configuration guides

User guides

System administrators guides

Groups

Groups provide a unique opportunity to connect with other Kronos customers and to benefit from their real-world experiences. Organized by product platform, industry and special interests, Groups allow you to post questions or provide advice to someone else's query. A chance to go beyond simple product "how

to," many customers have commented on how groups have helped them gain a broader understanding of how to leverage their Kronos applications.

Remote Support

A web-based screen-sharing application that enables Kronos to support you by empowering our support representatives to remotely view your computer. By connecting through the Internet or via intranets and extranets, support representatives will work in real time with your users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

Policies – On Premise | Software Services – On Premise | Equipment Services |
Policies - Workforce Central SaaS | Software Services – Cloud Hosting

Software Services – Cloud Hosting

Product Coverage

For each installation, Customers must purchase the same software support service type for all software and must purchase the same equipment support service type for all equipment of the same type. The latest Supported Product List is available at <https://community.kronos.com/s/article/How-To-Find-Support-Information-for-your-Kronos-Product>. Please note: you must be logged into the Kronos Community to access this link.

Workforce Central suite

Kronos only provides service releases for the current release and the two immediately prior releases of the Software. We currently publish new releases every twelve to eighteen months. Resolution of an issue may require that you upgrade to the current release of the Software.

For Workforce Payroll, when service releases are no longer provided Kronos will provide two quarterly legislative updates to provide you with additional time to upgrade.

Workforce Analytics (WFAN) — supported components include:

All procedures and Database Objects associated with the Workforce Analytics databases.

All WFAN for Healthcare Reports accessible through the "WFAN Advanced Reporting" link from the SharePoint Home Page that were delivered through the Core Product.

All Analysis Services Cubes found in the Workforce Analytics databases.

Kronos defines Version, Release, and Service Release as follows:

Version: A software product upgrade that includes major new features or functionality.

Release: A software product upgrade that includes minor new features or functionality.

Service Release: One or more defect repairs bundled into a single update. Service releases are cumulative - Service Release N will, at minimum, include all of the changes delivered in Service Release N-1.

The software product hierarchy is: Version . Release . Service Release

Updates

Customers electing to undergo a major platform upgrade migration (i.e. from Timekeeper Central to Workforce Central suite) are required to purchase the licenses to the new version at the applicable license fees.

Support Exclusions

Support service does not include service to the Software resulting from, or associated with:

Customer's improper use, management or supervision of the Software or other failure to use the Software in accordance with Kronos' specifications;

Customer's use of the Software for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;

Customer's end user computer or operating system malfunctions;

Services required for application programs and/or conversions from products or software not supplied by Kronos;

Reprogramming, including reconfiguration of the Software, and Configuration Changes and New Configuration such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Pay Period Changes, Profiles, Dashboards and Fields;

Creating New Schedules;

Terminal Programming and Terminal Cold Start;

Creating, modifying, implementing, training or troubleshooting the following

Data integration interfaces (i.e. Connect, Integration Manager, Analytics)

Custom Reports and Custom Application extensions;

Editing Process Manager templates and creating new templates;

Installing or reinstalling Applications on customer workstations;

New product implementation and configuration;

Training

Support Discontinuance — End of Service Life

Kronos may discontinue support for the Software upon 30 days written notice to Customer, or at the anniversary date of the relevant Agreement, whichever is longer. Applicable credits will be left on the account to be applied against any future invoices.

Reinstatement of Support Services

Cloud Hosted customers must maintain the Software under an active maintenance plan with Kronos through the Hosting term. In the event that Customer allows Software or Equipment support services to lapse, Customer must pay (i) the support services fees at list price for such lapsed or unprocured time period for when the products were not on support; and (ii) the annual support services at the then current list price for the applicable product(s), plus twenty per cent (20%) of the support services fees.

Service Coverage Period

Kronos will provide 24x7 support for the cloud infrastructure and the availability to the cloud environment.

For all other issues support is provided in accordance with the purchased software and equipment support level. Local* business hours, Monday through Friday, excluding Kronos holidays, with access to Kronos' technical support staff — Gold or Gold Plus Support. *Please check with your Support Center for the specific business hours of coverage at your location.

Support Services groups:

Australia	8:00 a.m. - 8:00 p.m. local time
Canada	8:00 a.m. - 8:00 p.m. local time
China	8:00 a.m. - 8:00 p.m. local time
India	9:00 a.m. - 6:00 p.m. local time
Mexico	9:00 a.m. - 6:00 p.m. Mexico Central Standard Time
UK	8:00 a.m. - 8:00 p.m. UK time
US	8:00 a.m. - 8:00 p.m. local time

24 hours a day, seven days a week, 365 days a year, with access to Kronos' technical support staff — Platinum or Platinum Plus Support

Priority Based Support

Kronos provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Kronos Global Support has set up the following guidelines to assess the priority of each service request:

High Priority: A critical customer issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the customer not being able to process their payroll such as:

Unable to sign-off Time Cards

Totals are not accurate

Unable to collect punches from terminals

Unable to access a critical application function such as scheduling

Cloud outage

No workaround is available.

Medium Priority: A serious customer issue which impacts ability to utilize the product effectively such as:

Intermittent or inconsistent functionality results or data accuracy - accrual balances not matching pay codes but balances are accurate

Data display inaccuracies or inconsistencies across multiple tasks

System performance is inconsistent or fluctuates

A workaround is available.

Low Priority: Non-critical problem generally Use and Usability issues and or "how to" questions such as:

How do I set up a holiday pay rule?

How do I run a report?

A workaround is available on the Kronos Community.

Response Time

Response time shall mean from the time the case priority is set by Kronos' Support Center until a Kronos support representative contacts the Customer to begin service. Kronos utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

Priority	Gold	Platinum
High	2 hours	1 hour
Medium	4 hours	4 hours
Low	8 hours	8 hours

All response times are business hours.

The above are only guidelines and may be modified, for a particular incident, based on joint agreement between the Customer and Kronos.

e.g., If a Gold support customer's case is logged at 4:55 p.m., local time, with a "Medium Priority" designation, Kronos would respond before 8:55 a.m., local time, the next business day (Monday - Friday for Gold Support customers).

Critical Outages

Kronos Global Support will provide continuous effort on all high priority events through either bug identification, the development of a workaround or problem resolution. If this effort goes beyond normal hours, the case may be passed to the after-hours team or to the mission critical support engineer on duty. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with the Kronos Global Support engineer during this period. Support outside the scope of the services agreement is billable.

Technical Escalation

Our case resolution process is a Team based approach structured around specific products of the Application suite and staffed by Support Engineers covering the full spectrum of skill sets and technical expertise. The Teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible.

The Teams are also integrated with the Development Engineering and Cloud Operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases an Account Manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The Account Manager remains engaged until the situation has been successfully remediated.

Management Escalation

Customers may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos Support Services center and ask to speak to a manager. Phone numbers are listed on the Kronos Community at <https://community.kronos.com/s/article/ka361000000ACDuAAO/KB13193>.

Software Support Services and Features

Kronos provides different levels of support offerings through our Platinum Plus, Platinum, Gold Plus, and Gold support services.

Platinum Plus Support Service

Platinum Plus Support customers have access to the same features as the Platinum Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of Kronos products and services to provide you with proactive, consultative expertise. For Platinum Plus customers, a TAM is available 24 hours per day, 7 days per week. Platinum Plus customers can designate 5 named contacts, and also enjoy one on-site visit per year.

Platinum Support Service

Platinum Support customers have access to the same service features as Gold Support customers and the following additional entitlements:

24 x 7 x 365 telephone access to Kronos Global Support

Access to Senior Support Engineers

Response time of 1 hour or less for High, 4 hours or less for Medium, and 1 business day or less for Low Priority calls.

Platinum Support customers also have the option of upgrading to Platinum Plus.

Gold Plus Support Service

Gold Plus Support customers have access to the same features as the Gold Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of Kronos products and services to provide you with proactive, consultative expertise. For Gold Plus customers, a TAM is available from 8:00 a.m.-8:00 p.m., local time, Monday-Friday. Gold Plus customers can designate 2 named contacts.

Gold Support Service

Gold Support offers a very well-rounded support program. Included is free access to Kronos Global Support from 8:00 a.m. to 8:00 p.m. local time, as well as the following entitlements noted below. Gold Support customers also have the option of upgrading to Gold Plus.

Search

(Available to all Support Agreement customers through the Kronos Community)

The Global Search on Kronos Community searches for the following data types* and the Topics area provides Basic and Advanced searching by product.

Knowledge base

Documentation (Manuals and User Guides)

Service releases

Groups

Cases

Technical Advisories and Technical Insiders

*Access to data sources is limited by type of support service.

Technical Advisories (Available to all Support Agreement customers)

Kronos Global Support Center personnel are a valuable source of knowledge and experience. That's why we give you access to the same vast repositories of information that they use. You have access to these technical alerts located on the Kronos Community. Please sign up for Alert Groups in the Kronos Community to get notified of the release of new technical advisories and other important production information.

Learning Quick Tips (Available to Gold and Platinum level customers)

Enjoy the convenience of web-based, self-paced recorded training modules for your Kronos application. These training recordings are short in duration and you can take them anytime and anywhere that you have access to the Web.

HR and Payroll Answerforce (Available to Gold and Platinum level customers)

HR and Payroll Answerforce enables you to facilitate communication between employees, managers and HR professionals. It provides managers and employees with current HR information they need to make effective decisions. Experience an award-winning user interface which delivers up-to-date human resources, employee benefits, compensation, employment and regulatory information directly to your desktop.

Interactive Forms (Available to Platinum level customers)

Instant access to a comprehensive and easy-to-use library of HR and Employment & Payroll Tax forms and instructions. You can access, fill out, save, print, and maintain over 730 HR forms and 2500 Payroll forms.

Service Releases (Available to all Support Agreement customers)

Kronos Support Services entitles all customers who purchase a support agreement to the latest available product version upgrades, updates and enhancements, and documentation released during the agreement period, from the Kronos Community. Protecting your investment is where our coverage for you begins as you embark on your journey to increased knowledge and improved business performance.

This service feature entitles you to the latest available product releases, updates/patches and legislative updates for the Workforce Payroll™ module. For many products, the latest support releases (service releases) or legislative updates are posted on the Kronos Community. Please sign up for Alert Groups on the Kronos Community to get notified of the release of new service releases.

Knowledge Base (Available to all Support Agreement customers)

Accessed by our customers thousands of times per month, this online database currently contains thousands of answers to questions about Kronos products. Type in a question and the knowledge base suggests a solution. It is tightly integrated with our Global Support case management system and captures the real-world experience of our support engineers. The knowledge base is constantly updated. When our support engineers encounter and resolve new situations, they can automatically submit new solutions to the knowledge base.

Case management (Available to all Support Agreement customers)

For your convenience, we give you direct access to our electronic case management system. Make your own notes to help explain what you are encountering. Your case is formally assigned a number and subject to all the normal tracking and routing mechanisms. Cases are reviewed Monday-Friday, during the

business hours of your Kronos support center, excluding Kronos holidays. Should you require assistance outside the described hours, please telephone your Kronos support center.

Documentation (Available to all Support Agreement customers)

Online access to documentation for most of Kronos' products, for example:

Configuration guides

User guides

System administrators guides

Groups (Available to all Support Agreement customers)

Groups provide a unique opportunity to connect with other Kronos customers and to benefit from their real-world experiences. Organized by product platform, industry and special interests, Groups allow you to post questions or provide advice to someone else's query. A chance to go beyond simple product "how to," many customers have commented on how groups have helped them gain a broader understanding of how to leverage their Kronos applications.

Remote Support (Available to all Support Agreement customers)

A web-based screen-sharing application that enables Kronos to support you by empowering our support representatives to remotely view your computer. By connecting through the Internet or via intranets and extranets, support representatives will work in real time with your users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

Per-event Software Service

Cloud Hosting customers seeking support outside their service coverage period or Services that are not covered by your Support service or Customers without a Support Agreement on Active Product will be charged at the current Kronos hourly rate.

Day and Time (local time)	Minimum Hours
Monday-Friday 8:00 a.m.-5:00 p.m.	2
Monday-Thursday 5:01 p.m.-7:59 a.m.	4
Friday-Monday 5:01 p.m.-7:59 a.m.	8

Conditions:

Time billed is minimum billable hours and then one hour increments.

The 8:00 a.m.- 5:00 p.m. minimum billable hours apply to software support calls received prior to 5:00 p.m. local time Monday-Friday.

The response time for customers without a support agreement is within two business days.

Customers with a Support Agreement receive a 50 percent reduction from the minimum amount of hours.

Per-event rates are not discountable.

Exhibit H - Kronos Training Courseware

Workforce Central SaaS Training for Fixed Fee Implementations

WFC SaaS for Learning Path Course Description Documents:

- Timekeeper v8
 - Accruals v8
 - Attendance v8
 - Leave v8
 - Workforce Scheduler Healthcare v8
 - Workforce Scheduler CORE v8
 - Workforce Scheduler with Workforce Forecast Manager v8
 - Activities v8 - Included with KPASS
- Human Resources v8
- Payroll v8
- Workforce Analytics v8
- Timekeeper v7
 - Accruals v7
 - Attendance v7
 - Leave v7
 - Scheduler v7
 - Activities v7 - Included with KPASS
- Human Resources v7
- Payroll v7
- Knowledge Pass Datasheet
- Timekeeper v6.3
 - Accruals v6.3
 - Attendance v6.3
 - Leave v6.3
- Human Resources v6.3
- Payroll v6.3
- Knowledge Pass Datasheet



Exhibit 1

Order Form

Creation Date:	3/16/2018	Expiration Date:	6/29/2018
Prepared By:	Chris Kearney	Order Type:	Upgrade
Bill To:	Attention: Janine Bouyea Natividad Medical Center 1441 Constitution Blvd Salinas, CA 93906	Ship To:	Attention: Janine Bouyea Natividad Medical Center 1441 Constitution Blvd Salinas, CA 93906
Solution ID:	6083270	License Email:	exception@kronos.com
Primary Contact Name:	Janine Bouyea	FOB:	Shipping Point
Primary Contact Phone:	8315158866	Ship Method:	Fedex Ground
Primary Contact Email:	BouyeaJ@natlidad.com	Freight terms:	Prepay & Add
Currency:	USD	Payment Terms:	N30
Customer PO#		DataCenter Location:	USA
Initial Term:	60 Months	Kronos Contact Information:	Kronos Incorporated 900 Chelmsford St. Lowell, MA 01851 Telephone # 978-250-9800 Fax # 978-367-5900
Renewal Term:	One Year		
Billing Start Date:	Upon Execution of Order Form		

PERPETUAL TO SAAS CONVERSION TABLE

Billing Frequency: Annual in Advance

Applications	License Count	PEPM	Monthly Service Fee
Perpetual License to SaaS Conversion Monthly Service Fee	N/A	N/A	\$15,297.58
Workforce Timekeeper	1,800	\$0.00	\$0.00
Workforce Manager	105	\$0.00	\$0.00
Workforce Employee	1,800	\$0.00	\$0.00
Workforce Integration Manager	1,800	\$0.00	\$0.00
Workforce Mobile Employee	1,800	\$0.00	\$0.00
Workforce Mobile Manager	105	\$0.00	\$0.00
Workforce Tablet	3	\$0.00	\$0.00
Workforce Enterprise Archive	1,800	\$0.00	\$0.00
Workforce Scheduler	850	\$0.00	\$0.00
Workforce Absence Manager	1,800	\$0.00	\$0.00
Workforce Human Resources	1,800	\$0.00	\$0.00
Workforce HR/Payroll Employee	1,800	\$0.00	\$0.00
Workforce HR/Payroll Manager	85	\$0.00	\$0.00
Workforce HR/Payroll Administrator	15	\$0.00	\$0.00
Workforce Analytics - Core	1,800	\$0.00	\$0.00
Workforce Analytics for Healthcare	1,800	\$0.00	\$0.00
Total			\$15,297.58

FUTURE CAPACITY ADD PER EMPLOYEE RATES

For a period of 60 Months from the date of this Order Form, Customer may purchase additional employee capacity for the Applications set forth herein at the following prices:

The costs of any individual Application(s) included in the Timekeeper Bundle (i.e., Workforce Manager) will be set forth on a mutually agreed upon Order Form based on Kronos' then current list price.

The costs of any individual Application(s) included in the HR Bundle (i.e., HR/Payroll Manager) will be set forth on a mutually agreed upon Order Form based on Kronos' then current list price.

Applications	PEPM
Workforce Timekeeper	\$3.85
Workforce Manager	Included
Workforce Employee	Included
Workforce Integration Manager	Included
Workforce Mobile Employee	Included
Workforce Mobile Manager	Included
Workforce Tablet	\$0.45
Workforce Enterprise Archive	\$0.70
Workforce Scheduler	\$1.13
Workforce Absence Manager	\$1.13
Workforce Human Resources	\$3.85
Workforce HR/Payroll Employee	Included
Workforce HR/Payroll Manager	Included
Workforce HR/Payroll Administrator	Included
Workforce Analytics for Healthcare	\$2.34

INCREMENTAL MODULES/CAPACITY ABOVE CONVERTED LICENSE COUNT

Billing Frequency: Annual in Advance

Applications	License Count	PEPM	Monthly Service Fee
Workforce Timekeeper	200	\$3.85	\$770.00
Workforce Manager	20	\$0.00	Included
Workforce Employee	200	\$0.00	Included
Workforce Integration Manager	200	\$0.00	Included
Workforce Mobile Employee	200	\$0.00	Included
Workforce Mobile Manager	20	\$0.00	Included
Workforce Enterprise Archive	200	\$0.70	\$140.00
Workforce Scheduler	150	\$1.13	\$169.50
Workforce Absence Manager	200	\$1.13	\$226.00
Workforce Human Resources	200	\$3.85	\$770.00
Workforce HR/Payroll Employee	200	\$0.00	Included
Workforce HR/Payroll Manager	20	\$0.00	Included
Workforce HR/Payroll Administrator	2	\$0.00	Included
Workforce Analytics - Core	200	\$0.00	\$0.00
Workforce Analytics for Healthcare	200	\$2.34	\$468.00
Total Monthly Application Fee			\$2,543.50

PURCHASED EQUIPMENT

Billing Frequency: Invoiced upon signature of the Order Form

Part # / Description	Quantity	Unit Price	Total Price
8609100-053 Kronos InTouch 9100 H4, Slim, HID Prox	2	\$3,650.75	\$7,301.50
8609110-011 Touch ID Option for H4 InTouch	2	\$666.26	\$1,332.52
Total Equipment Purchased Items			\$8,634.02

PURCHASED EQUIPMENT SUPPORT

Billing Frequency: Invoiced upon signature of the Order Form

Description	Duration	Total Price
Depot Exchange Support Service	1 Year	\$810.00
Total Equipment Purchased Support		\$810.00

PROFESSIONAL AND EDUCATIONAL SERVICES

Billing Frequency: Monthly in Arrears as Delivered

Professional Services Part # / Description	Hours	Rate	Role	Total Price
9999002-SEV Pro Svcs WFC Upgrade to Cloud Hosting/SaaS Conversion	154	\$0.00	Project Manager	\$0.00
9999002-SEV Pro Svcs WFC Upgrade to Cloud Hosting/SaaS Conversion	136	\$0.00	Technology Consultant	\$0.00
9999002-SEV Pro Svcs WFC Upgrade to Cloud Hosting/SaaS Conversion	12	\$0.00	Integration Consultant	\$0.00
9999002-SEV Pro Svcs WFC Upgrade to Cloud Hosting/SaaS Conversion	88	\$0.00	Solution Consultant	\$0.00
9990002-ONL Paragon Online Remote Team	112	\$215.00	Technology Consultant	\$24,080.00
9990003-ONL Paragon Online HRMS Remote Team	50	\$180.00	Integration Consultant	\$9,000.00
9990003-ONL Paragon Online HRMS Remote Team	14	\$215.00	Technology Consultant	\$3,010.00
9990030-PRO Labor Analytics Implementation	188	\$200.00	Analytics Consultant	\$37,600.00
9990030-PRO Labor Analytics Implementation	96	\$200.00	Management Consultant	\$19,200.00
9990002-ONL Paragon Online Remote Team	16	\$180.00	Solution Consultant	\$2,880.00
9990002-ONL Paragon Online Remote Team	24	\$180.00	Project Manager	\$4,320.00
9990002-HOS Paragon for Healthcare	150	\$190.00	Project Manager	\$28,500.00
9990003-HOS Paragon for Healthcare HRMS	150	\$190.00	Solution Consultant	\$28,500.00
9990002-HOS Paragon for Healthcare	450	\$190.00	Solution Consultant	\$85,500.00
9990030-PRO Labor Analytics Implementation	150	\$190.00	Analytics Consultant	\$28,500.00
Total Professional Services				\$271,090.00

CORE SMB PROFESSIONAL / EDUCATIONAL SERVICES

Billing Frequency: Invoiced Upon Execution of Order Form

Professional Services Part # / Description	Qty	Rate	Role	Total Price
9990005-SMB Additional Scheduling Unit/Group Bundle	3	\$12,000.00	Grouped	\$36,000.00
9990005-SMB Employee Self Scheduling	1	\$2,400.00	Grouped	\$2,400.00
9990005-SMB Workload Generator Configuration (Required for Healthcare Customers)	1	\$4,000.00	Grouped	\$4,000.00
9990005-SMB Volume Import	1	\$1,000.00	Grouped	\$1,000.00
9990005-SMB Onsite Assessment (plus Travel Expenses)	1	\$2,400.00	Grouped	\$2,400.00
9990004-SMB Implementation WFC SAAS SMB	1	\$30,000.00	Grouped	\$30,000.00
Total SMB Professional Services				\$75,800.00

Billing Frequency: Monthly in Arrears as Delivered

Training	Quantity	Unit Price	Total Price
BAYG-ILT Bill-As-You-Go Instructor Led Training	8,650	\$1.00	\$8,650.00
TRAINPTSSAASSMB Training Points WFC SaaS SMB	16,900	Included	Included
Total Training			\$8,650.00

MISCELLANEOUS PURCHASES

Billing Frequency: Invoiced upon signature of the Order Form

Part # / Description	Quantity	Unit Price	Total Price
8609002-001 NORTH AMERICA POWER KIT FOR EXTERNAL OUTLET	2	\$0.00	\$0.00
Total Miscellaneous Purchased Items			\$0.00

SUMMARY

Offering Types	Summary Total
Total Monthly Fee (Applications / Cloud Services / Equipment Rental)	\$17,841.08
Professional & Educational Fees (Time & Materials) & Core SMB Professional Services	\$355,540.00
Equipment Purchased & Support	\$9,444.02
Miscellaneous Purchased Items	\$0.00

Order Notes:

This order is made as part of a Kronos promotion. All pricing is discounted solely in connection with such promotion and will not be applied to future orders. Professional Services concessions valid only for version of Workforce Central Applications stated on this Order Form.

Customer agrees that in consideration of the foregoing and discounted pricing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer is giving up its right to use Customer's existing Kronos Workforce Central software on a perpetual basis. Customer's existing Kronos Workforce Central software will remain in effect and subject to the license and maintenance agreement for such software for a period of ninety (90) days from signature of this document by both parties, at which time Customer's license in such software shall terminate. The Kronos Workforce Central Software as a Service Terms and Conditions as agreed upon by Customer and Kronos apply to the WFC Applications set forth on this order. As of the Billing Start Date, Kronos will credit any pre-paid but unused fees for support and maintenance for such perpetual software licenses to be applied against amounts owed by Customer to Kronos hereunder until such pre-paid but unused fees are expended.

Future capacity and capacity added above converted license counts will be added via the Timekeeper bundle, which includes: Workforce Timekeeper, Workforce Manager 1:10 Ratio, Workforce Employee, Workforce Integration Manager, Workforce Mobile Employee, Workforce Mobile Manager. The costs of any individual Application(s) included in the Timekeeper Bundle (i.e., Workforce Manager) will be set forth on a mutually agreed upon Order Form based on Kronos' then current list price.

Future capacity and capacity added above converted license counts will be added via the Workforce HR Bundle which includes: Workforce HR, Workforce HR/Payroll Administrator 1:100 Ratio, Workforce HR/PR Manager 1:10 Ratio, Workforce HR/PR Employee. The costs of any individual Application(s) included in the HR Bundle (i.e., Workforce HR/PR Manager) will be set forth on a mutually agreed upon Order Form based on Kronos' then current list price.

Natividad Medical Center

Signature:

Name:

Title:

Effective Date:

Kronos Incorporated

Signature:

Name:

Title:

Effective Date:

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Natividad Medical Center

Signature:

Name:

Title:

Effective Date:

Kronos Incorporated

Signature:

Name:

Title:

Effective Date:

Lauren Coffey

OM Specialist

Jun 14 2018 2:50 PM

cosign



Statement of Work for NATIVIDAD MEDICAL CENTER

Kronos Consulting Services

Sales Executive	Christopher Kearney
Author	Barton Pfeffer
Expiration Date	5/30/2018
Quote Number	2018-43315
Revision #	1
Opportunity ID	Opp-209166
Status	Approved
Customer SID	6083270

Overview

This Statement of Work ("SOW") provides an overview of the project including scope, approach, costs, and how the project will be managed. To support a successful implementation, the customer will provide the required internal project resources.

Project Objectives

Natividad Medical Center is requesting the following hours to be used for consulting. It is assumed that the upgrade to Workforce Central v8.1 will be completed before these hours are utilized.

- 150 hours for HR
- 150 hours for Workforce Attendance and Leave
- 150 hours for Workforce Timekeeper
- 150 hours for Workforce Analytics for Healthcare
- 150 hours for Workforce Scheduler

Project Management time is in addition to these buckets of time. 150 hours have been included. The scope of work for these hours is not defined. If additional Kronos hours are required to meet the needs of Natividad, a change order for additional Kronos hours will be required.

All Kronos assistance time must be scheduled in advance, in minimum 4 hour blocks and is not on an on-call basis. If a Kronos resource is scheduled for assistance and it is determined that the resource will not be needed, the standard Kronos Cancellation Policy will apply.

Services Investment Summary

This SOW represents a time and materials engagement. Travel expenses are not included and will be invoiced separately as incurred.

Service Type	
Professional Services	\$171,000.00
	\$171,000.00



Signatures and Approvals

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: _____

Date: 6/13/18

Title: CEO

This Statement of Work is subject to the NATIVIDAD MEDICAL CENTER's agreement with Kronos governing Professional and Education Services. By signing below, the authorized NATIVIDAD MEDICAL CENTER's representative agrees to purchase the services described herein.

ACCEPTED AND AGREED
NATIVIDAD MEDICAL CENTER

By: _____

Date: _____

Title: _____

NATIVIDAD MEDICAL CENTER may make necessary copies of this document for the sole purpose of facilitating internal evaluation and/or execution of proposed project. Otherwise, the document or any part thereof may not be reproduced in any form without the written permission of Kronos Incorporated. All rights reserved. Copyright 2018.



Signatures and Approvals

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: _____

Date: 6/13/18

Title: CEO

This Statement of Work is subject to the NATIVIDAD MEDICAL CENTER's agreement with Kronos governing Professional and Education Services. By signing below, the authorized NATIVIDAD MEDICAL CENTER's representative agrees to purchase the services described herein.

ACCEPTED AND AGREED
NATIVIDAD MEDICAL CENTER

By: _____

Date: _____

Title: _____

NATIVIDAD MEDICAL CENTER may make necessary copies of this document for the sole purpose of facilitating internal evaluation and/or execution of proposed project. Otherwise, the document or any part thereof may not be reproduced in any form without the written permission of Kronos Incorporated. All rights reserved. Copyright 2018.



Statement of Work for NATIVIDAD MEDICAL CENTER

Implementation of Workforce Advanced Scheduler

Sales Executive	Christopher Kearney
Author	Anna Lisa Leal
Expiration Date	8/31/2018
Quote Number	2017-38986
Revision #	1
Opportunity ID	Opp-217238
Customer SID	6083270

1 SAAS/SMB FIXED SCOPE IMPLEMENTATION SERVICES

1.1 IMPLEMENTATION PROCESS, ROLES & RESPONSIBILITIES

Kronos Saas/SMB Fixed Scope implementations follow our Paragon methodology – an iterative, collaborative approach, driven by value and realized through collaboration. Paragon is bolstered by tools and techniques, such as configuration specific to your industry and region, Kronos process recommendations, dynamic documentation to ensure you're always up to date, and accelerated testing processes to ease the effort and improve the results of testing. The Paragon Project Lifecycle, and Roles & Responsibilities, are discussed in more detail in the attached document.



Paragon
Implementation Ove

1.2 WORKFORCE SCHEDULER

1.2.1 ESTIMATED DURATION

Project duration is expected to be ~20 weeks, based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to complete the project in a compressed duration. However, if project resources are unprepared or unavailable, the duration of the project may need to be extended, increasing the budget required to successfully complete this scope of work. Requests for additional scope or activities outside of this planned project scope may be accommodated through the change process. In either of these circumstances, Kronos may issue a change order to ensure the appropriate budget is available. Kronos will deliver the scope of this project utilizing a blended approach. A blended approach combines onsite and remote resources. For this project, Kronos is estimating 7 onsite visits at mutually agreed upon points of the project timeline.

1.2.2 INCLUDED SERVICES

The following implementation services are included with this module:

Workforce Scheduler Core Scope	
Scheduling Groups (Base)	Assess and deploy up to 5 Different Scheduling Groups. A schedule group is a single schedule approach for a defined set of employees based on skills, census/shift based, or other qualifiers; typically 1 to 1 relationship with what would have been a paper schedule.
Modules Configured	Configuration of Workforce Scheduler and Organizational Maps with Call List functionality
Navigators	Standard Configuration of 1 Workforce Scheduler Navigator. Modification of Workforce Timekeeper Navigator, if applicable
Workforce Integration Manager – Person import adjustments	Modification to WIM Person Import to update scheduler-related Employee data attributes



1.2.3 A LA CARTE SERVICES

The following a la carte implementation services are available for additional purchase with this module. Where they have been purchased the implementation scope is defined as follows:

WF Scheduler - a la carte Options	
Additional Scheduling Unit/Group Bundle	Up to 15 <u>additional</u> Scheduling Units configured/deployed
Employee Self Scheduling	Add Employee Standard Self Scheduling (no custom)
Workload Generator Configuration	1 Workload Generator Configuration
Volume Import	1 Volume Import interface for Workload Generator as well as Skills and Certifications
Onsite Assessment	1 Centrally Conducted On-Site Requirements Assessment

Project Approach

Kronos implementations use an iterative approach - driven by value and realized through collaboration. This approach, focused on accelerated time to value, is bolstered by tools and techniques, such as set-up specific to industry and region, Kronos process recommendations, dynamic documentation, and accelerated testing processes. All project information is available online to allow project team members access to project status, contact information, issues log, test case tracking, training plan, etc. at any time.

The implementation will be completed in three iterative phases: Initiate, Collaborate, and Adopt.

Project Leadership

Kronos will provide guidance through the life cycle of the project and provide best practices to implement the solution. As the main point of contact, the Kronos Project Manager will partner with the customer project leadership to develop the project plan to ensure objectives are achieved. The Kronos Project Manager will also deliver a collaborative workspace, which will serve as the dashboard for all aspects of the progress of the implementation.

Initiate

This first phase of the project lays the foundation for the project.

During this phase, the Kronos team will work together with the customer team to review goals and success criteria and share project assumptions. Teams will set and understand expectations, share project plans and agree upon the process of working together. The Kronos team will gather information and establish baseline configuration according to recommendations by industry and refine to meet customer-specific policy and practice requirements. The Kronos Project Manager will also introduce the concepts of change management, testing, and end user education.

Once these items are complete, the Collaborate phase will begin.

Collaborate

As the project moves into Collaborate, both teams will partner to create the best solution for the customers' organization. Kronos will recommend practices and configuration based on industry and geography and fine tune those recommendations iteratively, to meet customer-specific needs and desired outcomes. This approach helps to define and refine the final solution. During this phase, the Kronos team will share the solution in action, which better allows informed decisions about the processes to be instituted. In turn, there is



a better understanding of the specific scenarios to include in testing and end user training. As the solution is being finalized, both teams will focus heavily on testing efforts to ensure that the solution is well-prepared for adoption.

The project transitions into acceptance testing leveraging the Accelerated Testing Process. Kronos will provide baseline standard test scripts while the customer-side team creates test scripts specific to the relevant use cases, integrations, and processes. The customer team will execute these scripts and record the result, reporting successes and issues. To maximize visibility into acceptance testing progress, the project teams will work collaboratively in the testing workspace which will provide up to date information and metrics on the status of testing.

Adopt

The final phase is Adopt – when both teams realize the outcomes of the previous phases. It is at this stage that the solution is measured against the goals and objectives this project set out to achieve. Here the goals, success criteria, change management, and risk management efforts culminate as both teams work collaboratively to deploy the solution to end users.

Kronos will oversee 1 deployment group(s). After which the Kronos project manager will transition the completed scope to Kronos Global Support for post-implementation support.

Project Team Responsibilities

Customer team participation is key to the success of the project. Early on, it is important to select a well-suited project team. Selecting the right project team and ensuring availability to work with various project team members and end users will ensure project success.

In the instance an organization is comprised of multiple businesses and/or locations, it will be important to select team members who are knowledgeable of the policies and practices utilized within each of those groups.

The information below will help with planning the team's responsibilities and time commitments.

Roles/Responsibility	Executive Sponsor	Project Manager	Subject Matter Experts	Technical Experts
Overall success of the implementation	•	•		
Internal communications to endorse the project and prepare resources/end users for upcoming changes	•	•		
Completion of customer tasks and deliverables		•		
Schedules resources, mitigates risks, and works within the project schedule		•		
Gathers and defines business rules and policies		•	•	
Attends standard weekly or bi-weekly status meetings		•	•	•
Identifies and supplies interface/integration information		•	•	•



Roles/Responsibility	Executive Sponsor	Project Manager	Subject Matter Experts	Technical Experts
Attends all defined Kronos product training		•	•	
Helps create and execute test plans to ensure a successful implementation		•	•	
Provides network related information, helps configure Kronos clocks and any browser settings, if applicable		•		•
Attends important meetings including milestone meetings and phase reviews	•	•	•	•
Endorses the Kronos system to other managers/departments	•	•	•	•





Statement of Work for NATIVIDAD MEDICAL CENTER

WFC 8.1 Upgrade

Sales Executive	Christopher Kearney
Author	Barton Pfeffer
Expiration Date	5/29/2018
Quote Number	2018-43278
Revision #	1
Opportunity ID	Opp-209166
Status	Approved
Customer SID	6083270

Overview

This Statement of Work ("SOW") provides an overview of the project including scope, approach, costs, and how the project will be managed. To support a successful implementation, the customer will provide the required internal project resources.

Project Objectives

Upgrade Workforce Central and Analytics from version 7 to version 8.1 in the Kronos Professional Cloud.

Enterprise Archive replaces Record Manager and Natividad has an existing Archive environment to upgrade.

3 Days of on-site training are included for Analytics, with additional time to review the system configuration and prepare the training. There are 40 managers and 2 Finance employees to be trained.

Natividad has an existing KnowledgePass subscription that will be maintained for the upgrade project.

Proposed Solution

Module	Project Type
Workforce Timekeeper	Upgrade
Workforce Manager	Upgrade
Workforce Employee	Upgrade
Workforce Integration Manager	Upgrade
Workforce Mobile Manager	Upgrade
Workforce Mobile Employee	Upgrade
Workforce Tablet	Upgrade
Workforce Scheduler	Upgrade
Workforce Absence Manager	Upgrade
Kronos Enterprise Archive	Upgrade
Workforce Analytics for Healthcare	Upgrade
Workforce HR	Upgrade
Workforce Payroll	Upgrade
Workforce HR/Payroll Administrator	Upgrade
Workforce Manager HR/Payroll	Upgrade
Workforce Employee HR/Payroll	Upgrade
KSS Tool Full Time - Part Time Analysis Report	Upgrade



Project duration is expected to be 12 weeks, based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to complete the project in a compressed duration. However, if project resources are unprepared or unavailable, the duration of the project may need to be extended, increasing the budget required to successfully complete this scope of work. Requests for additional scope or activities outside of this planned project scope may be accommodated through the change process. In this circumstance, Kronos may issue a change order to ensure the appropriate budget is available.

Kronos will deliver the scope of this project utilizing a blended approach.



Instructor Led Training

Kronos Instructor Led Training is purchased as Training Points. Training Points allow you to budget for training with the flexibility to adjust your plan during implementation.

Core Team training will help your key functional and technical users to make informed solution design, configuration decisions and provide core product knowledge.

Module	Description
Workforce Timekeeper	Public instructor led training for 2

Application Administrator training will prepare you to perform daily and periodic system administration tasks. This training may require pre-requisite knowledge of the core solution functionality.

Module	Description
Workforce Timekeeper	Public instructor led training for 1

Train-the-Trainer Programs prepares internal training teams to deliver user training to managers, supervisors and employees.

Module	Description
Workforce Timekeeper	Public instructor led training for 1
Workforce Scheduler for HC	Public instructor led training for 1
Workforce Attendance	Public instructor led training for 1



Project Approach

The project team will collaborate to establish a project plan with tasks, responsibilities, and milestone dates and provide the foundation for project control. Kronos will complete an environment readiness review with your project team resources to ensure the server environment is available and pre-requisites have been installed. Kronos will perform test upgrade, deploy interfaces and complete validation testing of upgraded environment. Upon completion of customer user acceptance testing, Kronos will complete the upgrade to production.

Project Leadership

Kronos will provide guidance through the life cycle of the project and provide best practices to implement the solution. As the main point of contact, the Kronos Project Manager will partner with the customer project leadership to develop the project plan to ensure objectives are achieved. The Kronos Project Manager will also deliver a collaborative workspace, which will serve as the dashboard for all aspects of the progress of the implementation.

Solution Assumptions

Workforce Central

- 2 Workforce Central environments included in this deployment
- Customer has a SQL Database
- The Authentication method will be Active Directory
- Upgrade existing archive data base and import into Enterprise Archive target data base
- 3 existing interfaces included
- 2 days of support added to assist with Navigators.

Workforce Timekeeper

- 2 Standard Timeclocks will be upgraded
- 2 Timeclocks with TouchID will be upgraded

Workforce HR

- 5 HR/PR Custom Reports
- 10 HR/PR Interfaces

Workforce PR

- 1 Custom Check to upgrade

Workforce Analytics

- Productivity is included
- LCM and VIP are not included
- 2 Workforce Analytics environments included
- 3 Days of Training included



Services Investment Detail

Professional Services by Product	
Project Leadership	\$27,720.00
Workforce Central	\$47,210.00
Workforce Analytics for Healthcare	\$60,080.00
Kronos Enterprise Archive	\$12,040.00
Navigator Support	\$2,880.00
Analytics Training	\$25,120.00
	\$175,050.00

Education Services	
KnowledgePass	Existing Subscription
Training Points	\$8,650.00
	\$8,650.00

Services Investment Summary

This SOW represents a time and materials engagement. Travel expenses are not included and will be invoiced separately as incurred.

Service Type	
Professional Services	\$175,050.00
Educational Services	\$8,650.00
Subtotal	\$183,700.00
SaaS Promotion*	\$(74,960.00)
Total	\$108,740.00

*Note: This includes promotional. The promotion ends June 30, 2018 at which time all rates will revert to those previously provided.



Signatures and Approvals

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By:  _____

Date: 6/13/18 ✓ _____

Title: CEO _____

This Statement of Work is subject to the NATIVIDAD MEDICAL CENTER's agreement with Kronos governing Professional and Education Services. By signing below, the authorized NATIVIDAD MEDICAL CENTER's representative agrees to purchase the services described herein.

ACCEPTED AND AGREED
NATIVIDAD MEDICAL CENTER

By: _____

Date: _____



Title: _____

NATIVIDAD MEDICAL CENTER may make necessary copies of this document for the sole purpose of facilitating internal evaluation and/or execution of proposed project. Otherwise, the document or any part thereof may not be reproduced in any form without the written permission of Kronos Incorporated. All rights reserved. Copyright 2018.



Signatures and Approvals

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By:   Date: 6/13/18
Title: CEO

Barton Pfeffer
Jun 15 2018 10:01 AM
cosign

This Statement of Work is subject to the NATIVIDAD MEDICAL CENTER's agreement with Kronos governing Professional and Education Services. By signing below, the authorized NATIVIDAD MEDICAL CENTER's representative agrees to purchase the services described herein.

ACCEPTED AND AGREED NATIVIDAD MEDICAL CENTER

By: _____ Date: _____
Title: _____

NATIVIDAD MEDICAL CENTER may make necessary copies of this document for the sole purpose of facilitating internal evaluation and/or execution of proposed project. Otherwise, the document or any part thereof may not be reproduced in any form without the written permission of Kronos Incorporated. All rights reserved. Copyright 2018.





Monterey County

Item No.19

Board Report

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

Legistar File Number: A 21-038

February 23, 2021

Introduced: 2/10/2021

Current Status: Natividad Medical Center -
Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an amendment No. 3 to the agreement (A-14280) with Optuminsight, Inc. for perioperative (surgery) consulting services to improve the number of surgical procedures and patients satisfaction, extending the agreement an additional two (2) years (April 1, 20 2023 through March 31, 2025) for a revised full agreement term of March 26, 2019 through March 31, 2025 and adding \$540,000 for a revised full agreement amount not to exceed \$ 2,220,000.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an amendment No. 3 to the agreement (A-14280) with Optuminsight, Inc. for perioperative (surgery) consulting services to improve the number of surgical procedures and patients satisfaction, extending the agreement an additional two (2) years (April 1, 20 2023 through March 31, 2025) for a revised full agreement term of March 26, 2019 through March 31, 2025 and adding \$540,000 for a revised full agreement amount not to exceed \$ 2,220,000.

SUMMARY/DISCUSSION:

The volume in Natividad's surgery rooms has increased by at least 10% year-to-year. In certain specialties like orthopedics, urology and GI, volumes increased by more than 20% year-to-year. Additional new procedures like neurosurgery have also added volume to the surgery department. The increase in volume over the past years has also added operational challenges to the surgery space for procedures, the coordination of schedules and appointments for procedures between surgeons, clinics and surgical suites, and overall the process for surgical procedures. An opportunity exists to increase volume and improve the overall processes for surgical procedures including customer satisfaction.

Optuminsight Advisory Services specializes in helping hospitals and healthcare systems address this challenge with expert guidance, insights, strategies, and implementation support to improve processes and capture additional volume. Optum's team will provide leadership in the following areas: improve

volume growth by effectively organizing the scheduling process, improve customer service for both patients and physicians by improving access, adjust surgical suite numbers to optimize labor and productivity of staff, improve pre-procedure preparations to prevent delays and cancellations, improve surgery efficiency - length of procedures, and improve surgeons and specialists engagement in governing room capacity management. The extensive improvement plan will consist of the participation from front line personnel (registration, scheduling, financial counseling, etc) , nurses, surgery nurses, physicians, clinics, ancillary departments (laboratory, imaging, etc) and support staff in order to adjust processes to improve outcomes.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this amendment no. 3 as to legal form, and the Auditor-Controller has reviewed and approved as to payment provisions. The amendment no. 3 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on February 12, 2021.

FINANCING:

The cost for this agreement is \$540,000 of which \$180,000 is included in the Fiscal Year 2020-21 Adopted Budget and remaining balances will be included in corresponding years.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This agreement is for executive level consulting services, the outcome of which will contribute to a more efficient use of resources within the organization.

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

Prepared by: Daniel Leon CFO, 783-2561

Approved by: Gary R. Gray, DO, Chief Executive Officer, 783-2504

Attachments:

- Optuminsight, Inc. Agreement
- Optuminsight amendment no. 1
- Optuminsight amendment no. 2
- Optuminsight amendment no. 3

Attachments on file with the Clerk of the Board



Monterey County

Item No.15

Board Report

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

Legistar File Number: A 21-038

February 23, 2021

Introduced: 2/10/2021

Current Status: Natividad Medical Center -
Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an amendment No. 3 to the agreement (A-14280) with Optuminsight, Inc. for perioperative (surgery) consulting services to improve the number of surgical procedures and patients satisfaction, extending the agreement an additional two (2) years (April 1, 20 2023 through March 31, 2025) for a revised full agreement term of March 26, 2019 through March 31, 2025 and adding \$540,000 for a revised full agreement amount not to exceed \$ 2,220,000.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an amendment No. 3 to the agreement (A-14280) with Optuminsight, Inc. for perioperative (surgery) consulting services to improve the number of surgical procedures and patients satisfaction, extending the agreement an additional two (2) years (April 1, 20 2023 through March 31, 2025) for a revised full agreement term of March 26, 2019 through March 31, 2025 and adding \$540,000 for a revised full agreement amount not to exceed \$ 2,220,000.

SUMMARY/DISCUSSION:

The volume in Natividad's surgery rooms has increased by at least 10% year-to-year. In certain specialties like orthopedics, urology and GI, volumes increased by more than 20% year-to-year. Additional new procedures like neurosurgery have also added volume to the surgery department. The increase in volume over the past years has also added operational challenges to the surgery space for procedures, the coordination of schedules and appointments for procedures between surgeons, clinics and surgical suites, and overall the process for surgical procedures. An opportunity exists to increase volume and improve the overall processes for surgical procedures including customer satisfaction.

Optuminsight Advisory Services specializes in helping hospitals and healthcare systems address this challenge with expert guidance, insights, strategies, and implementation support to improve processes and capture additional volume. Optum's team will provide leadership in the following areas: improve

volume growth by effectively organizing the scheduling process, improve customer service for both patients and physicians by improving access, adjust surgical suite numbers to optimize labor and productivity of staff, improve pre-procedure preparations to prevent delays and cancellations, improve surgery efficiency - length of procedures, and improve surgeons and specialists engagement in governing room capacity management. The extensive improvement plan will consist of the participation from front line personnel (registration, scheduling, financial counseling, etc) , nurses, surgery nurses, physicians, clinics, ancillary departments (laboratory, imaging, etc) and support staff in order to adjust processes to improve outcomes.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this amendment no. 3 as to legal form, and the Auditor-Controller has reviewed and approved as to payment provisions. The amendment no. 3 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on February 12, 2021.

FINANCING:

The cost for this agreement is \$540,000 of which \$180,000 is included in the Fiscal Year 2020-21 Adopted Budget and remaining balances will be included in corresponding years.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This agreement is for executive level consulting services, the outcome of which will contribute to a more efficient use of resources within the organization.

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

Prepared by: Daniel Leon CFO, 783-2561

Approved by: Gary R. Gray, DO, Chief Executive Officer, 783-2504

Attachments:

- Optuminsight, Inc. Agreement
- Optuminsight amendment no. 1
- Optuminsight amendment no. 2
- Optuminsight amendment no. 3

Attachments on file with the Clerk of the Board

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

2/17/21
Date

**AMENDMENT NO. THREE
TO THE
CONSULTING SERVICES AGREEMENT**

This Amendment No. Three, dated March 1, 2021, is made to the Consulting Services Agreement, dated April 1, 2019 (the "Schedule"), between Natividad Medical Center ("Customer" or "Natividad") and OptumInsight, Inc. ("Optum"). The Schedule, as amended, is incorporated into and made a part of the Master Services and License Agreement ("Agreement"), dated May 13, 2019, between Optum and Customer.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree to amend the Schedule as follows:

1. **Existing Agreement.** Except as set forth in this Amendment No. Three, all terms and conditions of the Schedule and Agreement remain in full force and effect. In the event of any conflict between the terms of this Amendment No. Three, the Schedule, and the Agreement, this Amendment No. Three shall control.

2. **Additional OR Performance:** Optum will provide additional consulting services by providing OR performance consulting. Optum will conduct periodic meetings with a Natividad Executive Steering Committee ("ESC"), which will be comprised of members of Natividad's executive and administrative leadership, among others deemed pertinent by Natividad. The purpose of these meetings is to discuss Optum's findings and work collaboratively with Natividad to determine the most viable opportunities, action plan and timeline for OR improvements.
 - a. **Project Kickoff:** The Optum team will collaborate with Natividad leaders to perform remote and virtual meetings with the ESC members to define Optum's OR efficiency approach and data requirements. This period will allow Optum to create the project plan to implement the SPC tools at the hospital.
 - i. **Data and Information Analyses:** Optum will continue to load monthly Natividad OR data and Optum's support team will perform OR efficiency and utilization analyses to present the highest-level opportunities for improvement.
 - ii. **Areas of Focus:** Optum will perform the following list of *Centralized Analytic Services* to support Natividad's OR improvement program:
 - A. Continue monthly OR data download into Optum's analytic tools
 - B. Define Natividad efficiency and utilization metrics and tracking reports
 - C. Create monthly Key Performance Indicator dashboards
 - D. Create monthly OR block holder utilization compliance monitoring reports and individual physician dashboards
 - E. Create annual utilization and efficiency opportunity analysis strategic planning reports

- F. Provide benchmarking (internal and external)
 - G. Support hospital perioperative governance committee meetings with dashboards and KPIs
- b. Through Optum's *Remote Subject Matter Advisor Program*, Optum will provide:
- i. Every other week meetings with Natividad leaders to uncover barriers and opportunities for the program
 - ii. Monthly stakeholder meetings with Optum analytic experts
 - iii. Drill down into efficiency and utilization opportunities
 - iv. Training/Coaching for Natividad leaders on analytic use
 - v. Real time meeting support for up to 1 monthly leadership meeting per hospital
 - vi. On call analytic support for targeted needs
 - vii. Monthly meetings with Optum Subject Matter Advisors (SMAs)
 - viii. Clinical advice around OR opportunities
 - ix. Clinician coaching/training for targeted physician or service line leaders at each hospital
- c. Key deliverables to be provided include:
- i. Natividad OR optimization program metrics and tracking reports across hospitals
 - ii. Monthly Key Performance Indicator dashboards
 - iii. Monthly block utilization compliance monitoring reports and individual physician dashboards
 - iv. Annual OR efficiency opportunity analysis strategic planning reports
 - v. Master annual project plan
3. **Timeline.** Given Optum's mutual upfront investment in tool installation and support, Optum partners with organizations for at least three years to create lasting value. Optum allows organizations to "opt out" of the three-year program after the second year, based upon the Schedule or the Agreement.
4. **Fees.** Customer shall pay Optum a fixed fee of \$540,000 for the additional OR performance consulting. Based on this initial approach, the estimated Total 3-year fees for this engagement will be \$540,000 broken down over the entire three years as follows:

	Year 1	Year 2	Year 3
Estimated Fees	\$180,000	\$180,000	\$180,000

a. **Billing.** Optum will invoice Natividad for the Fees in thirty-six (36) payments of \$15,000 each. The first invoice will be sent upon execution of this Amendment No. Three. The remaining thirty-five (35) invoices will be sent the first day of the following month. The invoice will set forth the amounts for the previous month, with an itemized basis for the amounts listed, and other information pertinent to the invoice. Natividad shall certify the invoice, either in the requested amount or in such other amount as Natividad approves in conformity with this Amendment No. Three, and shall promptly submit such invoice to the County Auditor Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

IN WITNESS WHEREOF, the parties have accepted and agreed to this Amendment No. Three.

OptumInsight, Inc.

Natividad Medical Center

Signature: _____

Signature: _____


Print Name: _____

Print Name: _____

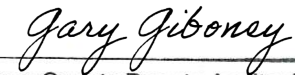
Print Title: _____

Print Title: _____

Agreement No. 00556063.3



 Monterey County Deputy County Counsel
 Date: 2/09/2021



 Monterey County Deputy Auditor/Controller
 Date: 2-10-2021



Monterey County Board of Supervisors

Board Order

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

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

Agreement No. A-14280, Amendment No. 2

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an amendment No. 2 to the agreement (A-14280) with Optuminsight, Inc. for perioperative (surgery) consulting services to improve the number of surgical procedures and patients satisfaction, extending the agreement an additional three (3) years (April 2, 2020 through March 31, 2023) for a revised full agreement term of March 26, 2019 through March 31, 2023 and adding \$1,560,000 for a revised full agreement amount not to exceed \$1,680,000.

PASSED AND ADOPTED on this 10th day of December 2019, by the following vote, to wit:

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

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting December 10, 2019.

Dated: December 17, 2019
File ID: A 19-430
Agenda Item No.: 47

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


Julian Lorenzana, Deputy

AMENDMENT

AMENDMENT NO. TWO
TO THE
CONSULTING SERVICES AGREEMENT

This Amendment No. Two, dated December 12, 2019, is made to the Consulting Services Agreement, dated April 1, 2019, as amended pursuant to that certain Amendment No. One to the Consulting Services Agreement dated May 13, 2019 (collectively, the "Agreement"), between Natividad Medical Center ("Customer") and OptumInsight, Inc. ("Optum").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree to amend the Agreement as follows:

1. Existing Agreement. Except as set forth in this Amendment No. Two, all terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the terms of this Amendment No. Two and the Agreement, this Amendment No. Two shall control.
2. Term. Section 9 of the Agreement is deleted in its entirety and replaced with the following:

"9. Term. Either party may cancel and terminate this Agreement for good cause effective immediately upon written notice to the other party unless the reason for termination is capable of being cured and is reasonably cured within 30 days after receipt of notice. "Good cause" includes failure of either party to perform as provided under this Agreement. If Natividad terminated this Agreement for good cause, Natividad is obligated to compensate Optum for all fees incurred in connection with the performance of the Services through the date of termination. A final true-up invoice will be provided to Natividad for all fees incurred through the date of such termination and not previously paid for by Natividad and Natividad agrees to pay such amounts in accordance with the terms of this Agreement. Natividad's payments to Optum 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 Natividad purchase of the indicated quantity of services, then Natividad may give a written notice of this fact to Optum 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.

9.1 The term of this Agreement is from April 2, 2019 through December 31, 2021 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both OptumInsight Inc. and Natividad and with Natividad signing last and OptumInsight Inc. may not commence work before Natividad signs this Agreement."
3. Perioperative Services. In addition to the Services described in Exhibit A to the Agreement, the parties agree that Optum will provide the consulting services attached hereto and incorporated herein as Exhibit C and Exhibit C will be incorporated into the Agreement in its entirety (the "Perioperative Services"). The parties acknowledge and agree that the Perioperative Services shall be included in the definition of "Services" under the Agreement.
4. Perioperative Services Fees. Notwithstanding anything to the contrary in the Agreement and in addition to the fees set forth in Section 6 (Fees and Payment Terms), Customer agrees to pay Optum for the Perioperative Services as described in Exhibit C.

IN WITNESS WHEREOF, the parties have accepted and agreed to this Amendment No. Two.

OPTUMINSIGHT, INC.

NATIVIDAD MEDICAL CENTER

DocuSigned by:
Signature: John Simon
41ED8368209F48F...
Print Name: John Simon
Print Title: Sr VP
Contract No.: 00556063.2

Signature: Kristen Aldrich
Print Name: Kristen Aldrich
Print Title: Contracts Manager
12-10-19

Monterey County Deputy County Counsel

Date: 11/21/19

1 Monterey County Deputy Auditor/Controller

Date: 12/18/19

EXHIBIT C

I. Services.

- A. Scope of Services. Optum shall provide the Perioperative Services set forth below in order to optimize perioperative services and access to care at Natividad.
- a. Perioperative Services Optimization: For the Perioperative Services Optimization Services, Optum will:
- i. Form a Project Management Office (“PMO”) to drive progress of up to four (4) targeted work teams comprised of Optum and Natividad resources dedicated to specific initiatives (the “Work Teams”);
 - ii. Form Natividad-designed Executive Steering Committee (“ESC”) and conduct periodic meetings;
 - iii. Create and maintain performance scorecards for each Work Team;
 - iv. Develop formal action plans for each Work Team to verify daily activities of the Work Teams address required strategies and operational improvements in care delivery processes, timely decision-making and appropriate follow-through to confirm the Work Teams’ work plans are being executed and improvements are fully impacting performance;
 - v. Monitor ongoing performance of the Work Teams implementing the Action Plans against metrics and provide periodic updates to Natividad leadership regarding progress and team performance;
 - vi. Organize appropriate transition plan and process in last two (2) months of engagement to assist Natividad stakeholders to manage all Work Team initiatives post engagement;
 - vii. Lead Phase I: Governance Leadership and Preoperative Patient Preparation (“Phase I”). Optum will:
 1. Begin implementation of Phase I Work Teams to facilitate Natividad’s build of the foundational capabilities to “right size” Natividad’s number of Operating Rooms (“ORs”) and their hours of prime time as compared to non-prime time operation;
 2. Build a physician partnership with Natividad administration to govern and lead entire perioperative services through robust data, analytics and policy;
 3. Design and implement a leading practice OR policy, which will state the rules and data that will govern all activity in the OR, and use this information to work with Natividad’s physician clinic schedulers to reallocate block time so that physicians will improve utilization of prime time OR space;
 4. Define number of prime time and non-prime time OR rooms required to effectively manage known capacity by matching demand;
 5. Launch a Work Team around preoperative patient preparation, to assist in the improvement of patient preparation before the day of surgery through collaboration with surgeon clinics and offices to prepare patients up to seven (7) days before procedures;
 6. Redesign and implement a chart management process and anesthesiology-related risk assessment before the day of surgery in order to improve day-of-surgery cancellation rates, as well as patient quality outcomes;
 - viii. Lead Phase II: Day-of-Surgery Efficiency Improvement and Labor/Productivity Update (“Phase II”). Optum will:
 1. Focus on opportunities identified in the roadmap, previously developed by Optum for Natividad under a separate agreement between the parties, around day-of-surgery efficiency, including optimizing activities from patient preoperative unit, through improvements in first-case starts and turnover times, to patient disposition in the post-anesthesia care unit and beyond;
 2. Redefine labor and productivity goals based on new capacity created through schedule smoothing to reduce number of full-time equivalents to the appropriate number for that capacity.

b. Access to Care: For the Access to Care Services, Optum will:

- i. Form an Access to Care Work Team and a Guiding Coalition of physicians, and determine meeting cadence;
- ii. Prepare and submit information / data request to Natividad covering 12 months of financial, operational, scheduling, and staffing data, as well as other pertinent documents including practice policies and procedures, etc.;
- iii. Conduct up to 15 Natividad stakeholder interviews with key access to care personnel including administrators and providers;
- iv. Complete 3-4 clinic access to care observations to gain a qualitative understanding of current Natividad operations, clerical protocols and workflows, implementation and use of scheduling technology, and observable measures of patient experience;
- v. Conduct qualitative and quantitative analysis, including:
 1. Evaluation of access-related organizational infrastructure and functional capabilities to support change management;
 2. Assessment of operational barriers impacting access to care, measurement of current state performance against best practice metrics including metric such as, but not limited to, fill rate, no show rate, cancellation rate, etc.;
 3. Assessment of patient no-show behavior including key drivers of patient no-shows;
 4. Determine provider engagement within change management process;
- vi. Develop guiding principles of Natividad's access to care vision with Work Team and Guiding Coalition;
- vii. Develop comprehensive access ownership including establishment of appropriately dedicated and/or centrally organized structures responsible for key access functions (analytics, optimization, maintenance), including:
 1. Train available Natividad staff as part of a performance improvement team to perform a knowledge transfer and specific competencies developed to maintain future sustainability;
- viii. Outline customized roadmap for access expansion implementation;
- ix. Develop a profile of Natividad's patient population relative to no-show behavior;
- x. Conduct audits of session variance for all Natividad physicians with contracted ambulatory clinical hours;
- xi. Evaluate observed session variance with Natividad and determine and lead appropriate interventions with guidance from Natividad;
- xii. Develop consistent mechanisms to verify frequent, consistent evaluation and monitoring of session variance;
- xiii. Design, build, implement, and provide access to its no-show predictive analytics calculator (the "Calculator"). The Calculator shall be deemed an Optum Tool (as defined in the Agreement). Optum grants Natividad the nonexclusive, nontransferable right to use the Calculator, for Customer's internal business purposes, without the right to resell or distribute.;
- xiv. Collaborate with Natividad to redesign physician appointment schedules, including template redesign and office visit type consolidation for practices;
- xv. Investigate issues impacting current referral streams and recommend mitigation strategies in alignment with employed and referring physicians;
- xvi. Work with Natividad to simplify and align patient contact / scheduling pathways to promote ease and convenience;
- xvii. Perform systematic change management strategies and methodologies to engage physicians and administrators;

- xviii. Provide education of key access principles to enable long term sustainability and adoption of best practice.

B. Deliverables. Optum will provide to Natividad the following deliverables:

- Master project plan;
- ESC charter;
- Monthly ESC report-out for Work Teams;
- Access to care work group charter;
- Monthly access to care work group report out;
- Work Team charters, action and project plans;
- Implementation plans for analytic, education and rollout;
- Final ESC report;
- Work Team transition plan.

C. Out of Scope. Any services outside the Perioperative Services set forth in herein are considered out of scope, including but not limited to the following:

- Anesthesiology staffing and compensation, Physician Preference Item utilization, Purchased Services contracting, Procedure-related revenue cycle and denials management, Service line clinic staffing and management, capital improvement plans and budgets, and any Optum products.

II. Timeline. The Perioperative Services have been estimated to take nine (9) months. Natividad understands that failure to meet its obligations, delays caused in scheduling meetings, changes in the objectives or scope of the project and/or new information acquired during the course of the project, may impact Optum's ability to deliver the Perioperative Services within the estimated timeline.

III. Fees and Payment Terms.

A. Services Fee. This is a fixed fee project; accordingly, Natividad shall pay Optum the fixed fee amount of \$1,560,000 (US\$) for the Perioperative Services (the "Services Fee"). Natividad understands that delays caused in scheduling meetings, changes in the objectives or scope of the project and/or new information acquired during the course of the project, may impact Optum's ability to deliver the Services within the Services Fee. Expenses to be incurred as part of the Services are included in the Services Fee. Unless otherwise agreed to by the parties pursuant to a change request, Natividad shall not be responsible for any additional travel related expenses or other out-of-pocket expenses.

B. Billing. Optum shall invoice Natividad for the Services Fee in eighteen (18) payments of \$86,667 each. The first invoice will be sent upon execution of Amendment No. Two to the Agreement, and the remaining seventeen (17) invoices will be sent prior to the first day of the following seventeen (17) months. The invoice shall set forth the amounts claimed by Optum for the previous period, with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. Natividad shall certify the invoice, either in the requested amount or in such other amount as Natividad 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.

AMENDMENT NO. ONE
TO THE
CONSULTING SERVICES AGREEMENT
PRODUCT SCHEDULE

This Amendment No. One, dated May 13, 2019, is made to the Consulting Services Agreement, dated April 1, 2019 (the "Agreement"), between Natividad Medical Center ("Customer") and OptumInsight, Inc. ("Optum").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree to amend the Schedule as follows:

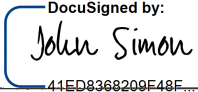
1. **Existing Agreement.** Except as set forth in this Amendment No. One, all terms and conditions of the Schedule and Agreement remain in full force and effect. In the event of any conflict between the terms of this Amendment No. One, the Schedule, and the Agreement, this Amendment No. One shall control.
2. **Term.** Section 9.1 is deleted in its entirety and replaced with the following:


9.1 The term of this Agreement is from April 2, 2019 through April 1, 2020 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both OptumInsight Inc. and Natividad and with Natividad signing last and OptumInsight Inc. may not commence work before Natividad signs this Agreement.

IN WITNESS WHEREOF, the parties have accepted and agreed to this Amendment No. One.

OPTUMINSIGHT, INC.

NATIVIDAD MEDICAL CENTER

Signature: 
Print Name: John Simon
Print Title: Sr VP

Signature: 
Print Name: Gary R Gray
Print Title: CEO

Contract No.: 00556063.1



Monterey County Board of Supervisors

168 W. Alisal Street, 1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No. A-14280

A motion was made by Supervisor Jane Parker, seconded by Supervisor Luis A. Alejo to:

- a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an agreement with Optuminsight, Inc. for perioperative consulting services for perioperative services at NMC for an amount not to exceed \$120,000 with an agreement term March 26, 2019 through March 25, 2020 and;
- b. Authorize the Deputy Purchasing Agent for NMC or his designee to execute up to three (3) future Change Request Forms to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$12,000) of the original cost of the agreement and;
- c. Approve the NMC Chief Executive Officer's recommendation to accept non-standard indemnification, insurance, limitations on liability, Confidentiality, cyber liability and limitations on damages provisions within the agreement.

PASSED AND ADOPTED on this 23rd day of April 2019, by the following vote, to wit:

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

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 23, 2019.

Dated: April 24, 2019
Legistar File ID: A 19-078
Agenda Item No. 24

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

Valerie Ralph, Clerk of the Board

CONSULTING SERVICES AGREEMENT

OptumInsight, Inc. with a principal place of business at 11000 Optum Circle, Eden Prairie, Minnesota 55344 ("Optum") and between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), on behalf of Natividad Medical Center ("Natividad"), a general acute care teaching hospital wholly owned and operated by the County. Natividad has entered into this Consulting Services Agreement dated April 2, 2019 ("Effective Date") and agree to the description of services (the "Services"), fees, and terms and conditions attached and incorporated herein. The parties agree as follows:

1. **Scope of Services:** Optum shall provide the consulting services and deliverables for Natividad as described on Exhibit A.

2. **Use of Services.**

a. Natividad may use the Services for Natividad's own internal business purposes, in accordance with this Agreement.

b. Natividad shall not publish, translate or transfer possession of the Services or any deliverables in connection with the Services, or create derivative works based on the Services. Natividad shall not disclose, allow disclosure of, or sublicense the Services or deliverables to any third party or allow any third party access to or use the Services or deliverables. This provision shall survive the termination of this Agreement.

c. Optum may use proprietary tools, computer programs, algorithms, databases, methods and techniques, processes and other materials and ideas developed by itself or others to perform the Services for Natividad ("Optum Tools"). Natividad acknowledges and agrees that the Optum Tools, including any modifications, improvements, adaptations, or enhancements thereto or new versions thereof, are not deemed a deliverable or "work made for hire" under this Agreement and remain the sole property of Optum.

3. **Natividad Responsibilities:**

Optum is not responsible for any deficiency or failure to complete Services if such deficiency or failure results from Natividad's failure to fully and timely comply at all times with Natividad's obligations which include, but are not limited to, the following:

- A. Natividad will provide Optum resources with appropriate logins, system access, workspace and tools to perform the Services in a timely manner. Technical set up prior to beginning the assigned Services shall be billed to Natividad.
- B. Natividad resources shall provide adequate guidance to the Optum resources and shall provide timely decision-making.
- C. Natividad commits to making the necessary Natividad resources, available to support the successful execution of the Services.
- D. Natividad will be responsible for procuring *prior* to commencement of the Services, and for maintaining, any and all applicable software licenses.
- E. Natividad will provide Optum access to any Natividad technology only to the extent Optum needs such access to provide the Services.

Natividad will provide any data, information, processes, documentation, or any other documents and information required by Optum for supporting the Services in a timely manner (a timely manner is typically within two (2) working days).

4. **Assumptions.** The following assumptions and constraints have been identified and agreed to by both Optum and Natividad. If any of these assumptions prove to be incorrect or no longer accurate, the parties will agree on appropriate changes to this SOW and resulting fees, which will be mutually agreed upon by the parties. Any change in Services will be documented and detailed in a change order in accordance with the change request process set forth herein.

Natividad shall be responsible for any delays, additional costs which are mutually agreed upon by the parties, or other liabilities caused by any deficiencies in regard to Natividad's compliance with the obligations outlined in the SOW. Optum's delivery of Services and the amount of fees charged are dependent on Natividad's timely and effective compliance with the obligations outlined in the SOW.

5. Timeline: The Services have been estimated to take 12 weeks. Natividad understands that failure to meet its obligations, delays caused in scheduling meetings, changes in the objectives or scope of the project and/or new information acquired during the course of the project, may impact Optum's ability to deliver the Services within the estimated timeline

6. Fees and Payment Terms.

A. **Services Fee.** This is a fixed fee project; accordingly, Natividad shall pay Optum the fixed fee amount of \$120,000 (US\$) for the Services (the "Services Fee"). Natividad understands that delays caused in scheduling meetings, changes in the objectives or scope of the project and/or new information acquired during the course of the project, may impact Optum's ability to deliver the Services within the Services Fee.

B. **Billing.** Optum shall submit such invoice periodically or at the completion of Services, but in any event, not later than 30 days after completion of the Services. The invoice shall set forth the amounts claimed by Optum for the previous period, with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. Natividad shall certify the invoice, either in the requested amount or in such other amount as Natividad 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. Change Request Process. Changes in the scope of the project or timeline for any Services under this Agreement require a change request and may result in a new or revised schedule and associated fees. All requests to change project scope will use the following procedure. Either Optum or Natividad shall initiate a change request in writing signed by Natividad and Optum, specifying the description of the proposed change. The impact on costs, staffing, workloads, and schedule will be documented by Optum. Optum shall specify the date before which Natividad must respond to avoid uncontrolled impacts on the project plan. If the change request is approved by both parties, Optum will amend the Agreement and budget as needed and schedule the work to commence accordingly as stated in the "Change Request form". The signatures of Natividad and Optum on the change request form will confirm approval or rejection of the request. Optum will not commence work on the change request without approval.

8. Acknowledgement. Natividad acknowledges and agrees that the Services under this Agreement are provided for informational purposes only. Any interpretation, implementation or use of the Services, or Natividad's decisions based on Optum's recommendations, are solely and exclusively at Natividad's discretion, and shall be conducted in accordance with Natividad's standard change management processes. Natividad is solely responsible for the decisions it makes and actions it takes using the recommendations and best practices provided as part of the Services, and Natividad agrees that Optum shall not be held responsible or liable for any actions taken by Natividad, or any error, inaccuracy, or omission in the Services, or for any damage (including, but not limited to consequential damages) resulting from Natividad's use of the Services.

9. Term. Either party may cancel and terminate this Agreement for good cause effective immediately upon written notice to the other party unless the reason for termination is capable of being cured and is reasonably cured within 30 days after receipt of notice. "Good cause" includes failure of either party to perform as provided under this Agreement. If Natividad terminated this Agreement for good cause, Natividad is obligated to compensate Optum for all fees due through the date of termination. Natividad's payments to Optum 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 Natividad purchase of the indicated quantity of services, then Natividad may give a written notice of this fact to Optum 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.

9.1 The term of this Agreement is from April 2, 2019 through April 1, 2019 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Optuminsight Inc. and Natividad and with Natividad signing last and Optuminsight Inc. may not commence work before Natividad signs this Agreement.

10. Warranties.

Optum represents and warrants that it will provide the Services in a professional and workmanlike manner. Natividad represents and warrants that (a) its signatory is authorized to enter into this Agreement on behalf of Natividad, and (b) (i) its provision of any Natividad data and (ii) its and its receipt of and access to the Services will not violate any of its obligations to third parties or violate any applicable laws and that Natividad has obtained all necessary third party consents to provide the Natividad data and for such Natividad data to be used in the manner contemplated by the Agreement. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICES ARE PROVIDED "AS IS." AND OPTUM MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES. INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. MERCHANTABILITY, TITLE. AND NONINFRINGEMENT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND OPTUM IS NOT RESPONSIBLE FOR ANY DELAYS. DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

11. Limitation of Liability. Natividad agrees that neither Optum nor its Personnel will be liable to Natividad for any claims, liabilities, or expenses relating to the Services or the Agreement for an aggregate amount not to exceed two times the amount paid by Natividad to Optum under the Agreement. In no event will a party or its Personnel be liable to the other party and/or its Personnel for consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense relating to the Services or the Agreement, including , without limitation, lost profits, costs of delay, any failure of delivery, business interruption, costs of lost or damaged data or documentation or liabilities to third parties arising from any source, even if a party has been advised of the possibility of such damages. In addition, Optum will not be liable in respect of the following: (a) any decisions made by Natividad as a result of the performance of the Services or (b) Natividad's misuse of the Services.

12. Insurance

12.1 Evidence of Coverage:

Prior to commencement of this Agreement, Optum 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.

This verification of coverage shall be sent to NMC's Contracts Division, unless otherwise directed. OPTUM 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 OPTUM.

12.2 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.

12.3 Insurance Coverage Requirements: Without limiting Optum's duty to indemnify, OPTUM 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 OPTUM 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 OPTUM 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).

12.4 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 OPTUM completes its performance of services under this Agreement.

Optum will provide 30 days' prior written notice of cancellation should such cancellation result in Optum's inability to comply with the insurance requirements herein. Each policy shall provide coverage for OPTUM 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 Optum'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 OPTUM's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 or CG 20 10 in tandem with CG 20 37. The required endorsement from for Automobile Additional Insured Endorsement is Form PCA 048.

Prior to the execution of this Agreement by NMC, OPTUM shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that OPTUM has in effect the insurance required by this Agreement. OPTUM 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.

Optum 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 Division. If the certificate is not received by the expiration date, NMC shall notify OPTUM and OPTUM shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by OPTUM to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

13. Cyber Liability –Consultant should carry and maintain cyber liability insurance with limits of not less than \$2,000,000 and aggregate of \$4,000,000 covering claims involving the legal liability to others for privacy violations, record holder breach notification costs, privacy breach remediation costs, privacy regulatory actions, fines and penalties, theft of confidential or protected information, damage to or destruction of electronic information, restoration or retrieval of electronic information, intentional and/or unintentional release of private or confidential information, alteration of electronic information, ransomware, extortion and network security. Such insurance must affirmatively state that the coverage it provides is primary and non-contributory to any other valid and collectible insurance."

14. Mutual Indemnification.

A. Optum shall indemnify, defend, and hold harmless the County , its officers, agents, employees, or subcontractors from any third party claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by Optum 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. Optum shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Optum is obligated to indemnify, defend and hold harmless the County under this Agreement.

B. The County shall indemnify, defend, and hold harmless Optum, 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 Optum and/or its officers, agents, employees and subcontractors. The County shall reimburse the Optum 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 Optum under this Agreement.

15. Confidentiality. . Each party will maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, or its patients. Each party will use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party will disclose such information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the

confidentiality of such information will not extend to information in the public domain at the time of disclosure, or to information that is required to be disclosed by law or by court order and will expire five years after this Agreement terminates or expires. This Agreement is a public record subject to disclosure pursuant to a request made under the California Public Records Act ("CPRA").

16. Exceptions. The following will not constitute "Confidential Information": (a) information which was already in a party's possession prior to the date hereof and which was not acquired or obtained from the other party; (b) information which was obtained from a third person or entity which, insofar as is known to the receiving party, is not prohibited from transmitting the information by a contractual, legal, or fiduciary obligation; (c) information which is or becomes generally available to the public other than as a result of disclosure by the receiving party or its directors, officers, consultants, or other employees in violation of this Agreement; or (d) information that is independently developed by the receiving party without reference to the other party's Confidential Information

17. Data Rights. Optum shall not be deemed to have any ownership rights in PHI provided to Optum pursuant to the terms of this Agreement. However, during and after the term of this Agreement, Optum may use, transfer and combine data from Natividad and information derived from that data for preparing normative benchmark data, and for internal research and analytical purposes, but only in a manner that is consistent with HIPAA, that does not identify Natividad as a source of the data, and that does not disclose Natividad-specific experience. Optum may also perform data aggregation and use de-identified information, so long as such use is consistent with HIPAA.

18. Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.

19. Integrated Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior proposals, communications and agreements between the parties relating to its subject matter. No amendment, change, or waiver of any provision of this Agreement or terms on any purchase order or other document will be binding unless in writing and signed by both parties. Terms of a purchase order or other ordering or shipping document do not modify, amend, or add to the terms of this Agreement, and shall have no effect. In the event one or more of the provisions of this Agreement are found to be invalid, illegal or unenforceable by a court with jurisdiction, the remaining provisions shall continue in full force and effect.

20. Assignments. The Agreement is not assignable by either party without the other parties' prior written consent. The Agreement is binding upon, and insures to the benefit of the parties and their respective successors and assigns. None of the services covered by this Agreement shall be subcontracted without the prior written approval of Natividad. Notwithstanding any such subcontract, Optum shall continue to be liable for the performance of all requirements of this Agreement..

The parties have accepted and agreed to this Agreement as of the Effective Date.

OPTUMINSIGHT, INC.

DocuSigned by:
By: John Simon
41ED8368209F48F...
Name: John Simon
Title: Sr VP

Apttus: 00S56063.0

APB
Monterey County Deputy County Counsel
Date: 4.1.19

NATIVIDAD (The County of Monterey)

By: [Signature]
Name: Gregory
Title: CFO

[Signature]
Monterey County Deputy Auditor/Controller
Date: 4.3.19

EXHIBIT A

I. Services.

A. Scope of Services. Optum shall provide the consulting services set forth below in order to assess Natividad's perioperative services and develop a strategic playbook through market assessment (the "Services" which are included in the definition of "Services" in the Agreement).

- Conduct initial planning call, form Executive Steering Committee and determine meeting cadence
- Prepare and submit information request from Natividad covering 12 months of financial, operational and staffing data, as well as other pertinent documents
- Conduct stakeholder interviews Conduct on-site observations of Operating Room ("OR") inpatient procedure rooms, OR inpatient pre/post area, OR outpatient procedure rooms, OR outpatient pre/post area, ambulatory procedure rooms, ambulatory pre/post area, and other areas as needed
- Conduct qualitative and quantitative analysis, including:
 - Analyze block utilization rates to determine true weekday, weekend and afterhours utilization, as well as identify unused capacity that may be leveraged to fuel volume growth
 - Evaluate block and room utilization in addition to out-of-block utilization and make recommendations related to service rationalization between the sites
 - Assess the perioperative department's governance structure and scheduling policies and processes
 - Conduct a productivity analysis of perioperative services, including staffing, preoperative testing, and OR and staff, including benchmarking against the Truven Health Analytics database and other proprietary databases to identify both productivity and skill mix opportunities
 - Conduct a comprehensive process flow assessment of preoperative testing procedures, scheduling processes and the surgery enterprise's interactions with physician offices prior to the day of surgery
 - Identify opportunities to maximize throughput delays associated with supplies and instrumentation, including the coordination between sterile processing, materials management team members and OR staff

Organizational Structure, Governance and Culture

- Review documentation regarding the department's organizational structure to define the current reality, including physician leadership structure, staffing needs, infrastructures, present roles and responsibilities — and develop a high-level understanding of overall performance
- Benchmark the existing model against peer organizations to identify the optimal resource mix for an alternative structure, evaluating internal and external factors that may be contributing to barriers for success, as well as areas for improvement within the existing structure
- Assess governance, management and physician leadership structure and function, including policies and procedures that guide and align the various physician constituencies within Natividad and identify a footprint for structural optimization and integration

- Conduct stakeholder interviews and an organizational review, focusing on key areas such as:
 - Effectiveness of governance as compared to management
 - Physician leadership structure and scope of decision-making, structural and organizational optimization
 - Optimization of leadership composition and profile
 - Review of duties and responsibilities of governance members
 - Nursing leadership and optimization

Strategic Objectives/Ambulatory Point of View Development

- At engagement onset, Optum will conduct a working session with Natividad leadership to determine the system's point of view ("POV") on the future of ambulatory services delivery
- Develop a set of strategic hypotheses to begin the process of articulating emerging imperatives and requirements regarding Natividad's ambulatory capabilities, specific to both the Medical Office Building ("MOB") and system-wide.

Fact Based Development

- Assess Natividad markets to develop an Inside-Out and Outside-In fact base of factors driving ambulatory services success
- Evaluate market and organizational considerations and opportunities to validate Natividad's POV and understand the pace of market change and implications on the specific MOB by focusing on:
 - Care model opportunities in the context of ambulatory strategic priorities
 - Payer funding sources, specifically defining pathways that align Natividad with consumer populations via product strategies, risk adoption plays (e.g., shared savings, bundles, etc.), and commercialization pathways (e.g. exchange products, Medicaid strategies, etc.);
 - Major and emerging competitors and related strategic considerations;
 - Network and partnership considerations; and
 - Other components as may be collaboratively determined appropriate.
- Inside-Out Analysis will include the following:
 - Inventory of physical, functional, and other aspects of the Natividad ambulatory network to identify strengths and potential gaps via the system's POV on the future of ambulatory care delivery. Elements of the assessment will include:
 - Volumes and volume trends, by MOB-relevant ambulatory service
 - Natividad MOB (and other inpatient/outpatient, as relevant) procedural/surgical capacity
 - Service-specific financial performance, current and trends
 - Regional independent and integrated physician relationships, current and potential
 - Degree of alignment between Natividad enterprise and MOB-specific strategic initiatives
- Outside-In Analysis will include the following:

- Optum will develop comprehensive, market type-specific assessments of the current state and trajectories of Natividad ambulatory markets relevant to the MOB, focusing on the following areas:
 - Market demographics
 - Payer environment
 - Programmatic surgical services profile
 - Volumes and volume trends, by service
 - Payer mix
 - Local/regional competitor assessment
 - Regulatory initiatives/changes
 - Physician environment assessment

Develop MOB-Specific Services Configuration Evaluation Framework

- Collaborate with Natividad leadership to develop an evaluation framework that reflects strategic and financial criteria to determine which potential services configuration optimize the MOB. Criteria may include:
 - Market
 - Current market volume, by service
 - Volume growth trajectory
 - Competitive market landscape
 - Financial
 - Financial contribution, by service
 - Financial trajectory of service

Quantify Financial Impact of MOB Services Configurations

- Assist in the development of financial projections associated with the services to be included in the MOB.
- Natividad Finance staff is responsible for developing actual projections, while Optum will serve in the role of a provider of key assumptions.

Prioritize Services Configuration

- Work with Natividad leadership to develop a final prioritization of clinical services to be included in the MOB.
- Deliver to Natividad a detailed accounting of the services to be included in the MOB, as well as their potential growth trajectories over time.

Develop Risk Assessment

- Optum and Natividad will agree on an optimal set of clinical services to be included in the MOB. Optum will provide a formal risk assessment to inform Natividad with a full and formal identification of potential future trends and/or events that could impair the MOB's performance and/or cause Natividad to implement contingencies.

- Identify key market and organizational gaps specific to Natividad with respect to known industry-wise trends, as well as in light of findings and data analyses performed as part of the above assessment.
- Optum will work with engagement leadership to proactively define mitigation strategies associated with high-likelihood and/or large magnitude risks.

B. Deliverables.

Optum will provide to Natividad the following deliverables.

- Recommendations for overall best practices, optimized workflows and efficiencies.
- Data compilation, dashboard setup, etc. around key metrics, including turnaround times, first case starts, block time utilization, etc.
- Recommended governance structure, inclusive of policies and procedures, committee infrastructure, etc.
- Recommendations for improvement plan for leadership and surgical governance
- Recommendations for operational and executive dashboards related to key performance measures
- Recommended opportunities to improve, based upon data availability, surgical services' first-case start times and patient throughput
- Recommended staffing targets for appropriate utilization levels, standards for clinical outcomes, and reduced cost-per-case
- Performance gap analysis and recommendations for prioritized improvement areas to maximize efficiency across perioperative process, including Pre-Admission Testing function
- Recommendations for physician leadership structure and scope of decisions
- Recommendations for transition of care for patient
- Set of strategic hypotheses to begin the process of articulating emerging imperatives and requirements regarding Natividad's ambulatory capabilities
- A detailed accounting of the services to be included in the MOB, as well as their potential growth trajectories over time
- Inside-Out Analysis to identify strengths/potential gaps in the system
- Outside-In Analysis to compare the system to relevant markets based on MOB specific factors
- A formal risk assessment to inform Natividad with a full and formal identification of potential future trends and/or events that could impair the MOB's performance and/or cause Natividad to implement contingencies

C. Out of Scope. Any services outside the Scope of Services set forth in herein are considered out of scope, including but not limited to the following:

- Implementation support

BUSINESS ASSOCIATE AGREEMENT EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective April 2, 2019 (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and Optuminsight Inc. (“Business Associate”) (each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, Business Associate provides certain Services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the “Security Rule”), (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below), as applicable.

D. WHEREAS, To the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”).

E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code §1798.29, to the extent applicable.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. **PHI includes EPHI.**

(d) “Services” shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or, where applicable, California Confidentiality Laws;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

(e) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request. If Business Associate or Covered Entity reasonably determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

(i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

(ii) Covered Entity shall have sole control over the timing and method of providing the legally required notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media. Business Associate shall reasonably assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure of PHI, Security Incident, or Breach caused by Business Associate. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. For a Breach caused by Business Associate, Business Associate shall reimburse Covered Entity for 1) its reasonable and actual costs in providing any legally required notification to affected individuals, appropriate government agencies, and, if necessary the media, and 2) any other mutually agreed upon costs which may include, but not be limited to, costs of mitigating the harm (which may include the costs of obtaining up to one year of credit monitoring services and identity theft insurance as required by law) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such records provided to the Secretary hereunder, upon reasonable request by Covered Entity;

(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed;

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and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(l) Unless prohibited by law, notify the Covered Entity without unreasonable delay following Business Associate's receipt of any request or subpoena for PHI subject to this BAA. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall reasonably cooperate with the Covered Entity in such challenge; and

(m) Maintain policies and procedures materially in accordance with applicable state confidentiality laws and industry standards designed to ensure the security and integrity of the Covered Entity's PHI and protect against threats or hazards to such security.

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply with those portions of HIPAA and the HITECH Act which are applicable to Business Associate. Business Associate shall comply with all applicable California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the reasonable satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the terms of this BAA, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities or when it becomes feasible to return or destroy the PHI.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

If to Business Associate, to:

Optuminsight Inc.
Attn: General Counsel
11000 Optum Circle
Eden Prairie, MN 55344
Phone: _____
Fax: _____

If to Covered Entity, to:

Natividad Medical Center
Attn: Compliance/Privacy Officer
1441 Constitution Blvd.
Salinas, CA 93906
Phone: 831-755-4111
Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile or electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any third party claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA by Business Associate and/or its agents, members, employees, or Subcontractors performing hereunder, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition

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to, and independent of, any indemnification provision in any related or other agreement between the Parties.

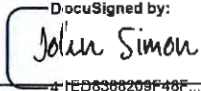
5.9 Applicability of Terms. This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence or claims-made basis, covering Business Associate's legal liability to others for claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the obligations of Business Associate under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.


5.12 Audit or Investigations. If legally permissible, Business Associate shall, without unreasonable delay, advise Covered Entity following any request for any audit, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws as they pertain to this BAA.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE

By: 
DocuSigned by: John Simon
+1ED6386209F48F...
 Print Name John Simon
 Print Title Sr VP
 Date: 3/27/2019

COVERED ENTITY

By: 
 Print Name: Gary Gray
 Print Title: CFO
 Date: 4/24/15

*Approved by the County of Monterey Board of Supervisors on 11/8/16
and revised on 12/09/16*



Monterey County

Item No.20

Board Report

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

Legistar File Number: A 21-034

February 23, 2021

Introduced: 2/1/2021

Current Status: Health Department -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Director of Health or the Assistant Director of Health to execute a Software License Agreement with CoStar Realty Information, Inc. for access to on-line information and analytics on commercial real estate for one (1) year term, upon execution, in the amount not to exceed, \$12,240.00; and
- b. Accept non-standard language (limitation of liability, no warranty, indemnification, no insurance) in the Agreement as recommended by the Director of Health; and
- c. Authorize the Director of Health or the Assistant Director of Health authority to sign three (3) future twelve (12)-month amendments to the Agreement under the same or similar terms that do not significantly alter the scope of work or increase the annual payments in excess of 10% per year over the original Agreement amount (\$1,224.00).

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or the Assistant Director of Health to execute a Software License Agreement with CoStar Realty Information, Inc. for access to on-line information and analytics on commercial real estate for one (1) year term, upon execution, in the amount not to exceed, \$12,240.00; and
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SUMMARY/DISCUSSION:

CoStar is a provider of information, analytics and marketing services to the commercial real estate industry in the United States. The Company's suite of online service offerings include information about space available for lease, comparable sales information, tenant information, information about properties for sale, internet marketing services, analytical capabilities, information for client's websites, information about industry professionals and their business relationships, data integration and industry news. Its service offerings span all commercial property types, including office, industrial, retail, land, mixed-use and hospitality and multifamily.

The online services provided by CoStar are used to track and analyze changing market conditions and to identify both emerging business trends and opportunities, and where market conditions are

declining. With the subscription to CoStar, staff will be able to track rental and lease rates for industrial and land properties as well as rental market rates for multifamily housing. This subscription will also provide more than basic sales pricing and lease rates, it will provide the ability to perform comparison and list “Comps” or comparisons of like property much like a real estate appraiser performs and maps properties. CoStar’s exclusive mapping and market information provides detail down to the single transaction level and identifies the tenant in an existing building. CoStar provides the most comprehensive coverage of commercial real estate industry and market data.

CoStar’s non-standard risk provisions are an industry-wide accepted standard although not County standard. CoStar’s provision of services shall be provided through Web-based software and do not require the storage on the vendor’s server of County data. Therefore, CoStar’s services present a low risk to the County’s data security. Therefore, the Director of Health recommend the acceptance of CoStar’s non-standard risk provisions.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Initiatives: 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 provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

The office of County Counsel and the Auditor-Controller have reviewed and approve as to form and fiscal provisions, respectively.

FINANCING:

The funds for this Agreement are included in the Health Departments Administration (HEA014-8438) FY 2020-21 Adopted Budget and will be included in the Health Departments Administration (HEA014-8438) FY 2021-22, FY 2022-23 and FY 2023-24 Recommended 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: Frances Stevens, Management Analyst II, 755-4532

Approved by:

Date: _____
Elsa Jimenez, Director of Health, 755-4526

Attachment:
Agreement is on file with the Clerk of the Board



Monterey County

Item No.

Board Report

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

Legistar File Number: A 21-034

February 23, 2021

Introduced: 2/1/2021

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

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industrial and land properties as well as rental market rates for multifamily housing. This subscription will also provide more than basic sales pricing and lease rates, it will provide the ability to perform comparison and list “Comps” or comparisons of like property much like a real estate appraiser performs and maps properties. CoStar’s exclusive mapping and market information provides detail down to the single transaction level and identifies the tenant in an existing building. CoStar provides the most comprehensive coverage of commercial real estate industry and market data.

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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:

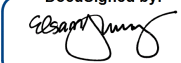
- Create a safe environment for people to achieve their potential, leading businesses and

Legistar File Number: A 21-034

communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Frances Stevens, Management Analyst II, 755-4532

Approved by:

DocuSigned by:

C7A30BA59CA8423... Date: 2/3/2021 | 9:45 AM PST
Elsa Jimenez, Director of Health, 755-4526

Attachment:

Agreement is on file with the Clerk of the Board

CoStar Information Subscription Form

FOR INTERNAL ONLY: (Ref ID) 1426638	
AE:	Luke Shaw
Location ID:	33020091
Business Code:	Government



BILL TO:	
Licensee: Monterey County	Location ID: 33020091
Address: 1270 Natividad Rd	City/Prov/Postal Code: Salinas, CA 93906
Telephone: (831) 755-4532	
Bill-To Contact: Elsa Jimenez	Email for Bill-to-Contact: stevensf@co.monterey.ca.us
USE:	
BILLING CYCLE:	
Total No. Listings: 0	<input checked="" type="checkbox"/> Monthly
Total No. Sites: 1	<input type="checkbox"/> Quarterly
Total No. Authorized Users (All Sites): 3	<input type="checkbox"/> Yearly
TERM:	
One Year Initial Term	
INVOICE TYPE/BILLING PREFERRED:	
Single Invoice	START DATE:
	Immediate Start


SERVICES			
Site	Market	Product Description	Monthly License Fees (Before Tax)
33020091	Salinas	CoStar Suite	\$1,020.00
Total Monthly Fees From Additional Schedule of Services			
Discount:			
Total Monthly License Fees:			\$1,020.00
Discounted Monthly License Fees:			

Notes:


This agreement includes the applicable Terms and Conditions for the services identified above, available at <https://www.apartments.com/advertise/disclaimers/internet-advertising-terms-and-conditions>, <https://www.apartments.com/advertise/ocps-terms-conditions> and/or <https://www.costar.com/CoStarTerms-and-Conditions>, and any addenda attached hereto between CoStar Realty Information, Inc. ("CoStar") and the above-named Customer/Licensee (collectively, the "Agreement"), and establishes the terms and conditions under which CoStar will license the products set forth in this Agreement. The Terms and Conditions are an integral part of the Agreement being formed hereby. In addition, this Agreement incorporates by reference the website Terms of Service/Use (the "Website Terms of Use") available online for each applicable service provided under this Agreement (e.g., www.costar.com, www.apartments.com, www.apartmentfinder.com, etc.). Customer/Licensee agrees to comply with the Website Terms of Use and to regularly review such terms for updates and changes. To the extent a conflict exists, the Subscription Form and the Terms and Conditions shall govern over the Website Terms of Service. Terms used on this Subscription Form and not otherwise defined shall have the meanings set forth in the applicable Terms and Conditions.

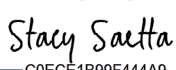
In the event Licensee does not execute this Agreement by the following date 2/28/2021, the terms of this Agreement shall become null and void; however, if both parties execute and commence performance of their duties and obligations under this Agreement after such date, this Agreement shall continue in full force and effect and be binding on the parties. Licensee may not make any changes to this Agreement unless agreed to by CoStar in writing. The person executing this Agreement on behalf of Licensee represents and warrants that he or she has been authorized to do so and that all necessary actions required for the execution have been taken. CoStar hereby provides notice that only an authorized officer of CoStar or its parent company can execute this Agreement on behalf of CoStar. The parties hereby acknowledge that this Agreement may be executed and delivered by facsimile and such facsimile shall constitute a legal and binding agreement on the parties.

CoStar Realty Information, Inc.

By: 
 Name: Scott Wheeler
 Title: Chief Financial Officer
 Date: Jan 20, 2021
 Address: 1331 L St NW
 Address: Washington, DC 20005-4101


Licensee

DocuSigned by:

 Signature: 7B741937AA8D41B...
 Print Name: Debra Wilson
 Title:
 Date: 1/28/2021 | 10:47 AM PST
 Address: 1270 Natividad Rd
 Address: Salinas, CA 93906

DocuSigned by:

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1/27/2021 | 3:44 PM PST

Deputy County Counsel
 Schedule Of Services

DocuSigned by:

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1/27/2021 | 3:57 PM PST

Chief Deputy Auditor-Controller

CoStar
Information
Subscription Form



Licensee: Monterey County	Location ID: 33020091
Address: 1270 Natividad Rd	City/State/Zip: Salinas, CA 93906
Total Number of Authorized Users at Site 2	

USERS AT ABOVE LISTED SITE

Contact Name: George Salcido	Phone: 831-755-4859
Email: salcidog@co.monterey.ca.us	Role: User

Contact Name: Chris LeVenton	Phone: 831-755-4513
Email: leventonc@co.monterey.ca.us	Role: User

Monterey County	
1270 Navidad Rd Salinas, CA 93906	
33020091	Luke Shaw



Addendum to License Agreement

This Addendum is made as of the date hereof by and between CoStar Realty Information, Inc. ("Licensor") and Monterey County ("Licensee") and is executed pursuant to and made a part of the License Agreement signed by Licensee on [mm/dd/yyyy], for the provision of Licensor's commercial real estate information service(s) (the "License Agreement"). Any capitalized term used in this Addendum and not otherwise defined shall have the meaning set forth in the License Agreement.

NOW THEREFORE, Licensor and Licensee agree that the License Agreement shall be amended as follows:

1. The following language is added after the second sentence of Section 4 of the License Agreement:

"The parties understand that Licensee's funding for this Agreement are subject to approval and sufficient funding levels by the state, local, and federal government. In the event the Licensee is unable to secure funding for a subsequent Renewal Term, then Licensee may terminate this License Agreement subject to at least 30 days' notice and the following terms, provided: (i) Licensee provides notice to Licensor with evidence of such failure to procure the necessary funding for the License Agreement; and (ii) pay Licensor all fees due and owing up and through the date of such termination, which such termination date will be set forth in the notice."

2. Licensor and Licensee agree that, except as expressly provided above, all of the terms of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day and year set forth below and do each hereby warrant and represent that their respective signatories, whose signatories appear below, have been and are on the date hereof duly authorized by all necessary and appropriate action to execute this Addendum.

CoStar Realty Information, Inc.:

By: _____
 Name: _____
 Title: _____
 Date: _____

Licensee:

By: _____
 Name: _____
 Title: _____
 Date: _____

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1/27/2021 | 3:44 PM PST Deputy County Counsel 1/27/2021 | 3:57 PM PST Deputy Auditor-Controller



Monterey County

Item No.21

Board Report

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

Legistar File Number: 21-138

February 23, 2021

Introduced: 2/9/2021

Current Status: General Government -
Consent

Version: 1

Matter Type: General Agenda Item

Review, approve, and adopt the proposed revised Reasonable Accommodation Policy.

RECOMMENDATION:

It is recommended that the Board of Supervisors review, approve, and adopt the proposed revised Reasonable Accommodation Policy.

SUMMARY/DISCUSSION:

The Civil Rights Office recommends that the Board of Supervisors review, approve, and adopt the recommended revised Reasonable Accommodation Policy.

The County's Equal Opportunity for Persons with Disabilities and Reasonable Accommodation Policy was last updated in 2012. The new Reasonable Accommodation Policy includes proposed changes to reflect current case law updates and make the document more accessible. The revisions also incorporate several statutory and case law updates and make the policy easier to follow for its users by eliminating antiquated terms and incorporating best practices. In addition, the revised Policy is designed to comport to with the County's current policy format.

In addition to shortening the policy's name and accurately reflecting the Civil Rights Office's name change, the proposed updates contain two substantive changes outlined below.

Significant Change No. 1: Updated Terms and Definitions: Some definitions, such as the Major Life Activities definition, were updated to reflect the California Department of Fair Employment and Housing's (DFEH) current definitions. Additionally, antiquated terms that have fallen into disuse, such as the term "mental retardation," were updated or removed, where necessary.

Significant Change No. 2: Examples Removed: The current policy contains several pages of examples that make the policy an unwieldy document. The proposed policy is shortened by several pages by eliminating unnecessary examples, making it a more workable and practical document.

With these proposed changes, the proposed Reasonable Accommodation Policy will be more accessible for our Human Resource Department personnel, Monterey County employees and applicants for employment, and Monterey County residents.

The Civil Rights Office worked with an experienced Human Resources Associate Personnel Analyst

to update the policy. The Civil Rights Office consulted and provided an opportunity for comments to the Commission on Disabilities, the Human Resources Department, Natividad's Human Resources, Department of Social Services Human Resources, and the Health Department's Human Resources.

The Civil Rights Office proposes significant changes to the Reasonable Accommodation Policy. Consequently, a redlined version of the proposed changes is hard to follow. Instead, a copy of the last-adopted policy is appended to this Report.

OTHER AGENCY INVOLVEMENT:

The Civil Rights Office consulted with the Commission on Disabilities, the County Counsel's Office, the Human Resources Department, and representatives of Human Resources from the Health Department, Department of Social Services, and Natividad in developing the revisions of the Reasonable Accommodation Policy.

FINANCING:

Approval of this recommendation will not impact the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The proposed Reasonable Accommodation Policy will help constituents who receive County services, County employees, and those applying for employment understand the County's accommodation process. The proposed policy will also improve compliance with State and federal laws and decrease the County's liability exposure.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Naudia Velarde, Associate Equal Opportunity Analyst, x6615

Approved by: Juan P. Rodriguez, Civil Rights Officer, x6614

Attachments: (Attachments on file with the Clerk of the Board)

Attachment A - 2021 Proposed Revised Reasonable Accommodation Policy

Attachment B - 2012 Equal Opportunity for Persons with Disabilities and Reasonable Accommodation Policy



Monterey County

Item No.

Board Report

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

Legistar File Number: 21-138

February 23, 2021

Introduced: 2/9/2021

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

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Approval of this recommendation will not impact the General Fund.

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The proposed Reasonable Accommodation Policy will help constituents who receive County services, County employees, and those applying for employment understand the County's accommodation process. The proposed policy will also improve compliance with State and federal laws and decrease the County's liability exposure.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

DS
JPR

Prepared by: Naudia Velarde, Associate Equal Opportunity Analyst, x6615

Approved by: Juan P. Rodriguez, Civil Rights Officer, x6614

Attachments: (Attachments on file with the Clerk of the Board)

Attachment A - 2021 Proposed Revised Reasonable Accommodation Policy

Attachment B - 2012 Equal Opportunity for Persons with Disabilities and Reasonable Accommodation Policy

Legistar File Number: 21-138

County of Monterey Board Policy Manual

Policy Name Reasonable Accommodation Policy	Policy Number P-	Page 1 of 9
Policy Category Personnel		

I. Purpose

1. To assist applicants for employment, current employees, individuals desiring to participate in County programs or activities, and department supervisors and managers request and process accommodation requests.
2. To comply with federal and state civil rights laws, including California's Fair Employment and Housing Act (FEHA), the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act of 1975 (ADEA), and the Rehabilitation Act of 1973.
3. To support an organizational culture that values diversity, equity, and inclusion.

II. Definitions

The following definitions are provided to assist in interpreting and applying this Policy. Further detail is available from the County's Civil Rights Office (CRO). Definitions are also outlined in the ADA, FEHA, California Government Code §12926, related federal and state laws and regulations, and cases interpreting those laws and regulations.

Individual with a Disability – Any individual with a disability is a person who has a physical or mental impairment that limits the performance of one or more major life activities, has a record of impairment, or is perceived as having such impairment.

Reasonable Accommodation – A reasonable accommodation means modifying or adjusting practices, procedures, policies, job duties, or the work or application environment so that a qualified individual with a disability can perform a position's essential functions and enjoy equal employment opportunity.

Qualified Individual with a Disability - A qualified individual with a disability is a person with a disability, who meets the skill, experience, education, and other job-related requirements of the position held or desired, and who can perform the essential

functions of the position with or without reasonable accommodation.

Mental Impairment – Mental impairment includes, but is not limited to, having any mental or psychological disorder or condition, such as an intellectual disability, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity.

Physical Impairment – Physical impairment includes, but is not limited to, having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, speech organs, respiratory, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine, which limits a major life activity.

Major Life Activities – Major life activities are functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working. Primary attention is given to those life activities that affect employability or otherwise present a barrier to employment or advancement.

Interactive Process – The interactive process is good faith, ongoing dialogue between the employee and the County about possible options for reasonably accommodating the individual's disability. Both the County and the individual are expected to participate in the interactive process.

Essential Functions – Essential functions are the fundamental job duties or requirements of a position. Essential functions are such that they cannot be eliminated or substantially modified without changing the nature of the position. Factors to consider in determining if a job function is essential include, but are not limited to:

- Whether the reason the position exists is to perform that function;
- The number of other employees available to perform the function or among whom the performance of the function can be distributed; and,
- The degree of expertise or skill required to perform the function and whether the function is specialized, and the individual is hired based on their ability to perform the function.

Benefits and Privileges of Employment – Benefits and privileges of employment include, but are not limited to, employer-sponsored: (1) training, (2) services (e.g., employee assistance programs, cafeterias, lounges), and (3) parties, County-sanctioned, or other social functions (e.g., parties to celebrate retirements and birthdays).

Undue Hardship – Undue hardship means an excessively costly, extensive, substantial, or disruptive modification or one that would fundamentally alter the nature or operation of the County. The comprehensive resources and options available to the County are legally relevant in determining whether a requested reasonable accommodation poses an undue hardship, not just the budget or resources of an

individual segment, sub-component, or division within the County or department.

Direct Threat – A direct threat is a significant risk of substantial and imminent harm, which cannot be eliminated or reduced to an acceptable level by reasonable accommodation. A direct threat occurs when an individual who, because of a disability, poses a direct threat to the health or safety of the individual or others even with a reasonable accommodation. An individual who poses a direct threat is not a qualified individual with a disability. The assessment of whether or not a person poses a direct threat must be made on a case-by-case basis considering the following factors: duration of the risk, nature, and severity of the potential harm, the likelihood that the potential harm will occur, and the imminence of the potential harm.

Departmental Reasonable Accommodation Coordinator (DRAC) – Each County department shall designate a DRAC. The DRAC is responsible for appropriately responding to requests from employees, members of the public seeking services applicants, and management regarding disability-related accommodation issues. The DRAC is accountable for managing and tracking reasonable accommodation requests and initiating the mandatory interactive process. Accommodations that are handled and granted by a supervisor or manager need not go to the DRAC; however, the information should be reported to the DRAC for tracking purposes. The CRO shall be notified of the designated DRAC.

Reasonable Accommodation Review Committee (RARC) – The RARC is comprised of a representative of the department or the DRAC, and a representative from Risk Management, County Counsel's Office, Human Resources Department (including Employee Relations and Benefits representatives, as needed) and the CRO. Members of the RARC may assist the department and the DRAC with requests for accommodations. Before denying a request for an accommodation, the matter shall be referred to the RARC for review.

III. Background

This policy revision responds to changes in FEHA, ADA, and other related statutory and case law.

IV. Policy

The County of Monterey (County) is committed to providing equal access and opportunity to qualified individuals with disabilities in employment practices, provision of public services, and access to governmental facilities. The County will adhere to the ADA, FEHA, and all other applicable federal and state laws, regulations, and guidelines concerning providing reasonable accommodations, as necessary, to afford equal employment opportunity and equal access to programs, services, and benefits for qualified individuals with disabilities.

Following a timely good-faith interactive process with the individual to determine effective reasonable accommodations, the County shall make reasonable

accommodation for an individual's known physical or mental disability except in specific circumstances when legally exempt from doing so.

Requesting an accommodation is protected activity. Retaliation against an individual for requesting an accommodation is prohibited.

Information in this process will be confidential, to the extent allowed by law, and limited to those with a need to know.

V. Procedure

A reasonable accommodation request is a statement that an individual needs an adjustment or change at work, in the application process, in receiving County services, or in a benefit or privilege of employment for a reason related to a physical or mental impairment. Accommodation requests may be made either orally or in writing.

- **Current Employees:** Generally, to comply with privacy laws, the County is subject to strict limitations regarding inquiries about the physical, mental, or medical condition of an employee. Employees are, therefore, responsible for requesting accommodations when needed. An employee may request a reasonable accommodation orally or in writing from their Supervisor, another Manager in their immediate chain of command, the DRAC, the Ergonomics Manager, or the CRO. A Reasonable Accommodation Request form will be given to the employee to complete. The written form is required only for the first request, although appropriate notice must be given each time an accommodation is needed.
- **Applicants:** Employment opportunities will not be denied to anyone because of the need to make reasonable accommodation for a person's disability. The County will include a statement on all applications and recruitment packages indicating the availability of reasonable accommodation in the application process with instructions to applicants regarding the process for requesting a reasonable accommodation. Applicants who have received employment interview offers may also make an accommodation request.

When an applicant requests an accommodation, Human Resources Department (HRD) staff will confer with the applicant on the type of accommodation they need. When the applicant's disability is not obvious or known or additional medical clarification is needed, the County will request from the applicant appropriate documentation of the disability, limitations, and needed accommodation. Given the recruitment process's time-sensitivity, Human Resources staff will move as quickly as possible to decide and provide an accommodation if appropriate. When a reasonable accommodation request is received, HRD staff shall complete the County's Request for Reasonable Accommodation Form.

- **Representatives:** A family member, health care professional, or other representatives may request an accommodation on behalf of a County employee or applicant. The request should go to one of the same persons to whom the employee or applicant would request.

When a third party makes an accommodation request, the DRAC should, if possible, confirm with the employee or applicant with a disability that they want a reasonable accommodation before proceeding. It may not be possible to confirm the request if the employee has, for example, been hospitalized in an acute condition. In his situation, the County will process the third party's request and will consult directly with the individual needing the request as soon as it is practical.

- **Public:** A member of the public who has a disability may request a reasonable accommodation to access County facilities, programs, or services. No person will be denied because of a disability, and no one will be charged a fee for a reasonable accommodation. The County will respond to requests for reasonable accommodations promptly to avoid unreasonable delays or unreasonable denial of services.

It is the individual's responsibility to seek available assistance, make their needs known to County staff, and give the County adequate time to provide the accommodation. County employees shall assist and advise individuals who request reasonable accommodations. If the department is unable to assist the individual, the department shall contact the CRO.

Employees are encouraged to utilize the County's Request for Reasonable Accommodation Form. The processing of a request will be determined as the date an oral or written request was made, not the date the Reasonable Accommodation Request form was submitted.

All requests for reasonable accommodation must provide the following information:

- The type of accommodation requested;
- An explanation of the limitation for which the accommodation is needed; and,
- A description of how the accommodation will allow the individual to perform the essential functions of his/her job.

To enable the County to keep accurate records regarding accommodation requests, the DRAC must follow up with an oral request by completing the Reasonable Accommodation Request form.

Requests should be forwarded to the DRAC as soon as possible but no later than 5 business days. Requests for reasonable accommodations will be processed by the DRAC using the interactive process.

Interactive Process

When someone makes a request for accommodation, the County and the individual requesting the accommodation must engage in a good-faith interactive process to determine what, if any, accommodation may be provided. The individual and the County must communicate with each other about the request, the process for determining whether an accommodation will be provided, and the potential accommodations.

Communication is a priority throughout the entire process. The employer and employee are obligated to communicate directly and exchange essential information to work towards the shared goal of identifying effective reasonable accommodations.

Applicants, employees, managers, and supervisors are encouraged to contact the DRAC, the Ergonomics Manager, or the CRO at any time during this process to request assistance or advice. Individuals seeking reasonable accommodation may be assisted in the process by a person of their choice.

The County does not have to provide the accommodation preferred by the employee or applicant or their health care professional. The County has the discretion to choose amongst the accommodations so long as the chosen accommodation is reasonable and effective.

If a qualified employee with a disability cannot perform the essential functions of their current position, with or without accommodation, but may be qualified to perform the essential functions of a different position, the County shall explore reassignment to a vacant position. Reassignment to another position is made only to vacant and funded positions. The County will make efforts to find a vacant position within the employee's current department. If a suitable position does not exist within the employee's current department, HRD staff will conduct an internal County-wide job search. Promotions, creation of new positions, or displacement of other employees are not a required part of the accommodation process.

Reassignment will be considered only if no accommodations are available to enable the individual to perform the essential functions of their current job, or if the only suitable accommodation would cause an undue hardship.

Performance and Conduct Standards

The ADA and FEHA do not require the employer to ignore a violation of a uniformly applied rule that is job-related and consistent with business necessity. Additionally, since reasonable accommodations are prospective, an employer is not required to ignore past misconduct even if the misconduct is the result of the disability. Therefore, departments are not prohibited from applying appropriate disciplinary action or exercising appropriate management responsibility.

If during the disciplinary process, an employee makes a connection between a physical

or mental impairment and the performance or misconduct, the County will initiate the interactive process; this may include requesting appropriate documentation and verification of the disability. Whether or not an effective accommodation is provided, the employee remains responsible for performing the essential job functions in a timely and satisfactory manner and complying with County policies and guidelines. If the employee fails to do so, disciplinary action may be initiated.

Requests for Medical Information

When an individual's disability is not readily apparent, the disability has not been previously documented, or the reasonableness of the accommodation request is not obvious, the County may request that the individual provide verification from a health care professional that they have the claimed disability and that it has the effect of needing a reasonable accommodation. The request for verification may ask the opinion of the health care professional as to whether the individual can perform the essential functions of the job or whether the requested accommodation is appropriate to the disability. The County has a right to have medical information reviewed by its own medical experts at the County's expense.

The County has a right to request relevant supplemental medical information if the information submitted does not clearly explain the impact of the disability on working, or the need for the reasonable accommodation, or otherwise clarify how the requested accommodation will assist the employee in performing the essential functions of the job or in enjoying the benefits and privileges of the workplace, or assist an applicant with the application process. If this does not result in enough information, the County may require the individual to be evaluated by a healthcare professional of the County's choice at the County's expense. During the period necessary to obtain relevant and enough supplemental medical information, the employee's eligibility for any form of paid leave shall be determined by the County's Personnel Policies and Practices Resolution (PPPR) or applicable MOU or collective bargaining agreement.

Prior to obtaining medical information, the employee, applicant, or third party shall execute an appropriate Authorization to Release Medical Information statement.

All medical information will be requested and reviewed by the DRAC and HRD staff, if necessary, to identify an effective accommodation, in consultation with the requesting individual or their representative. The failure to provide appropriate documentation or cooperate in the County's efforts to obtain such documentation can result in a denial of the accommodation.

Confidentiality

To the extent possible, all medical information – including information about functional limitations and reasonable accommodation needs – obtained in connection with a request for reasonable accommodation shall be treated as a confidential medical record and is maintained securely, apart from personnel files and with access restricted to designated personnel on a need to know basis. Also, employees who

obtain or receive such information are strictly bound by these confidentiality requirements.

“Medical information” includes any information concerning an individual’s medical condition or history, regardless of whether the information was provided voluntarily or in response to a disability-related question, or the fact that someone is receiving an accommodation or has a disability.

Timeliness

The County will process requests for a reasonable accommodation as previously set forth and then provide accommodations, where appropriate, in as short a time frame as reasonably possible. However, the County recognizes that the time necessary to process a request will depend on the nature of the accommodations requested and whether it is necessary to obtain supporting information.

The DRAC will decide on the request. If granted, the accommodation will be provided within a reasonable time from the date the request was initially made, absent extenuating circumstances. If medical documentation is necessary, the decision will be made within 30 days from the documentation’s receipt, absent extenuating circumstances.

If there is a delay in providing an approved accommodation, the DRAC shall investigate whether the County can take temporary measures to assist the individual. These measures could include providing the requested accommodation temporarily or temporarily providing a less effective form of accommodation. Additionally, the DRAC may offer measures that are not reasonable accommodations within the meaning of the law (e.g., temporary removal of an essential function) if: (1) they do not interfere with the operations of the department or the County; and, (2) the employee is clearly informed, in writing, that they are being provided an accommodation only temporarily.

Denial of an Accommodation

Prior to denying an accommodation as unreasonable, the matter must be referred to the RARC for review.

After review by the RARC, the DRAC shall complete the Denial of Request form if it is determined that a request for an accommodation cannot be granted. The explanation should clearly state the specific reasons for the denial and may include recommended alternate reasonable accommodations, if applicable. The appointing authority shall review the Denial of Request form and sign and date, if appropriate.

The written notice of denial must inform the individual that they have the right to file a complaint with the County CRO, the U.S. Equal Employment Opportunity Commission (EEOC), or the California Department of Fair Employment and Housing (DFEH). Nothing contained in this Policy shall preclude an individual from filing a complaint with the County CRO, EEOC, or the DFEH before the issuance of the denial notice.

Individuals who were denied a reasonable accommodation may request reconsideration of a denial. If an individual requests reconsideration, they should first ask the DRAC to reconsider the decision. The individual may present additional information in support of their request. The DRAC will respond to the request for reconsideration within 10 business days.

This Policy is in addition to statutory protections for persons with disabilities and the remedies they provide for the denial of requests for reasonable accommodation. Requirements governing the initiation of statutory claims, including time frames for filing such claims, are set by the United States Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH).

Complaint Resolution

If an individual is not satisfied with the interactive process's outcome, they may file a complaint with the CRO, the DFEH (www.dfeh.ca.gov/), or the EEOC (www.eeoc.gov/).

CRO staff members who had significant involvement in processing a reasonable accommodation request or reviewing a denial of an accommodation may recuse themselves from reviewing or investigating a complaint of discrimination or retaliation related to a request.

Information Tracking and Reporting

After a reasonable accommodation request is granted or denied, and within 5 business days, the DRAC or HRD personnel shall complete a Reasonable Accommodation Reporting form and forward a copy to the CRO.

VI. Review date:

- a. This Policy will be reviewed for continuance by [DATE].

VII. Board Action

- a. Legistar File Number _____

**COUNTY OF MONTEREY
EQUAL OPPORTUNITY FOR PERSONS WITH DISABILITIES
AND REASONABLE ACCOMMODATION POLICY**

I. POLICY STATEMENT

The County of Monterey (County) is committed to providing equal access and opportunity to qualified individuals with disabilities in its employment practices, provision of public services, and access to governmental facilities. The County will adhere to the Americans with Disabilities Act of 1990, as amended, the Fair Employment and Housing Act, and all other applicable federal and state laws, regulations, and guidelines with respect to providing Reasonable Accommodation, as necessary, to afford equal employment opportunity and equal access to programs, services, and benefits for qualified individuals with disabilities.

II. PURPOSE

This policy is intended to assist applicants for employment, current employees, individuals desiring to participate in County programs or activities, and department supervisors and managers in requesting and processing reasonable accommodation requests.

III. DEFINITIONS

The following definitions are provided solely as a guide to assist in the interpretation and application of this Policy. Further detail is available from the County's Equal Opportunity Office and is also set forth in the Americans with Disabilities Act (ADA), as amended, the California Fair Employment and Housing Act (FEHA), California Government Code section 12926, related federal and state laws and regulations, and cases interpreting those acts and regulations. The following definitions may be subject to change in applicable law.

Individual with a Disability – An individual with a disability is a person who has a physical or mental impairment that limits the performance of one or more major life activities, has a record of impairment, or is regarded as having such impairment.

Reasonable Accommodation – A reasonable accommodation means modifying or adjusting practices, procedures, policies, job duties, or the work or application environment so that a qualified individual with a disability can perform a position's essential functions, and/or enjoy equal employment opportunity.

Each reasonable accommodation request will be evaluated on a case-by-case basis, so that the accommodation provided meets the needs of the individual with the disability, and will allow him/her to perform the essential functions of his/her job. Reasonable accommodations may include, but are not limited to: special testing/interview arrangements, accessible work and test sites, a modified work schedule, a leave of absence, alternative job placement, modified equipment, assistive devices, supportive services assistants, worksite modifications, job restructuring or placement in a vacant position or class where they can perform the essential functions in a job with or without reasonable accommodation.

Qualified Individual with a Disability - A qualified individual with a disability is a person with a disability, who meets the skill, experience, education, and other job-related requirements of the position held or desired, and who is able to perform the essential functions of the position with or without reasonable accommodation.

Mental Impairment – Mental impairment includes, but is not limited to, having any mental or psychological disorder or condition, such as mental retardation, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity.

Physical Impairment – Physical impairment includes, but is not limited to, having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, speech organs, respiratory, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine, which limits a major life activity.

Major Life Activities – Major life activities are basic activities that the average person in the general population can perform with little or no difficulty, such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

Interactive Process – The interactive process is an ongoing dialogue between the employee and the County about possible options for reasonably accommodating the individual's disability. Both the County and the individual are expected to participate in the interactive process.

Essential Functions – Essential functions are the fundamental job duties or requirements of a position. Essential functions are such that they cannot be eliminated or substantially modified without changing the nature of the position. Factors to consider in determining if a job function is essential include, but are not limited to:

- Whether the reason the position exists is to perform that function;
- The number of other employees available to perform the function or among whom the performance of the function can be distributed; and
- The degree of expertise or skill required to perform the function and whether the function is specialized and the individual is hired based on his/her ability to perform it.

Benefits and Privileges of Employment – Benefits and privileges of employment include, but are not limited to, employer-sponsored: (1) training, (2) services (e.g., employee assistance programs, cafeterias, lounges), and (3) parties, County sanctions or other social functions (e.g., parties to celebrate retirements and birthdays).

Undue Hardship – Undue hardship means an excessively costly, extensive, substantial, or disruptive modification, or one that would fundamentally alter the nature or operation of the County. The overall resources and options available to the County are legally relevant in determining whether a requested reasonable accommodation poses an undue hardship, not just the budget or resources of an individual segment, sub-component, or division within the County or department.

Direct Threat – A direct threat is a significant risk of substantial and imminent harm, which cannot be eliminated or reduced to an acceptable level by reasonable accommodation. A direct threat occurs when an individual who, because of a disability, poses a direct threat to the health or safety of the individual or others even with a reasonable accommodation. An individual who poses a direct threat is not a qualified individual with a disability. The assessment of whether or not a person poses a direct threat must be made on a case-by-case basis considering the following factors: duration of the risk, nature and severity of the potential harm, the likelihood that the potential harm will occur, and the imminence of the potential harm.

Departmental Reasonable Accommodation Coordinator (DRAC) – Each County department shall designate a DRAC. The DRAC is responsible for appropriately responding to requests from employees, members of the public seeking services,

applicants, and/or management regarding disability related accommodation issues. The DRAC is responsible for the management and tracking of reasonable accommodation requests as well as initiating the mandatory interactive process. Accommodations which are handled and granted by a supervisor or manager need not go to the DRAC; however the information should be reported to the DRAC for tracking purposes. The Equal Opportunity Office shall be notified of the designated DRAC.

Reasonable Accommodation Review Committee (RARC) – The RARC is comprised of the DRAC and a representative from Risk Management, Human Resources (including Employee Relations and Benefits representatives as needed) and the Equal Opportunity Office. Members of the RARC are available to assist the department and the DRAC with requests for reasonable accommodations. Prior to denying a request for reasonable accommodation, the matter must be referred to the RARC for further review and response.

IV. PUBLIC ACCESS TO COUNTY SERVICES AND PROGRAMS

An individual member of the public who is disabled may request a reasonable accommodation in order to access County facilities, programs or services. No person will be denied because of a disability, and no one will be charged a fee for a reasonable accommodation. The County will respond to requests for reasonable accommodations in a timely manner to avoid unreasonable delays or unreasonable denial of services.

It is the responsibility of the individual to seek available assistance, to make his or her needs known to County staff, and to give adequate time for the County to provide the accommodation. County employees shall assist and advise individuals who request reasonable accommodations. If the department is unable to assist the individual, the department shall contact the Equal Opportunity Office.

V. REQUESTS FOR REASONABLE ACCOMMODATION

A request for a reasonable accommodation is a statement that an individual needs an adjustment or change at work, in the application process, or in a benefit or privilege of employment for a reason related to a physical or mental impairment. Requests for accommodation may be made either orally or in writing. The

reasonable accommodation process begins as soon as the request for accommodation is made.

An individual with a disability may request a reasonable accommodation whenever s/he chooses, even if s/he has not previously disclosed the existence of a disability. An employee or applicant may consult with the DRAC, the Ergonomics Manager, or the Equal Opportunity Office for further information or assistance in connection with requesting or processing a request for reasonable accommodation.

- **Current Employees:** Generally, to comply with privacy laws, the County is subject to strict limitations with regard to making inquiries about the physical, mental or medical condition of an employee. Employees are therefore responsible for requesting accommodation when needed. An employee may request a reasonable accommodation orally or in writing from his/her Supervisor, another Manager in his/her immediate chain of command, the DRAC, the Ergonomics Manager, or the Equal Opportunity Office. A Reasonable Accommodation Request form will be given to the employee to complete. The written form is required only for the first request although appropriate notice must be given each time the accommodation is needed.
- **Applicants:** Employment opportunities will not be denied to anyone because of the need to make Reasonable Accommodation for a person's disability. The County will include a statement on all applications and recruitment packages indicating the availability of reasonable accommodation in the application process with instructions to applicants regarding the process for requesting reasonable accommodation. Applicants who have received employment interview offers may also make an accommodation request.

When an applicant requests an accommodation, the Human Resources department staff will confer with the applicant on the type of accommodation(s) s/he needs. When the applicant's disability is not obvious or known or when additional medical clarification is needed, appropriate documentation of the disability, limitations and the needed accommodation will be sought from the applicant. Given the time sensitivity of the recruitment process, Human Resources staff will move as quickly as possible to make a decision, and if appropriate, provide an accommodation. When a request for a reasonable accommodation is received, Human Resources shall complete the County's Request for Reasonable Accommodation form.

- A family member, health care professional, or other representative may request an accommodation on behalf of a County employee or applicant. The request should go to one of the same persons to whom the employee or applicant would make the request.

When a request for accommodation is made by a third party, the DRAC should, if possible, confirm with the employee or applicant with a disability that s/he, in fact, wants a reasonable accommodation before proceeding. It may not be possible to confirm the request if the employee has, for example, been hospitalized in an acute condition. In this situation, the County will process the third party's request and will consult directly with the individual needing the request as soon as it is practical.

Employees are encouraged to utilize the County's Request for Reasonable Accommodation form. The processing of a request will be determined as of the date an oral or written request was made, not the date the Reasonable Accommodation Request form was submitted. All requests for reasonable accommodation must provide the following information:

- The type of accommodation requested;
- An explanation of the limitation for which the accommodation is needed; and
- A description of how the accommodation will allow the individual to perform the essential functions of his/her job.

To enable the County to keep accurate records regarding requests for accommodation, the DRAC must follow up an oral request by completing the Reasonable Accommodation Request form.

Requests should be forwarded to the DRAC as soon as possible but in no more than five (5) business days. All requests must be copied to the Equal Opportunity Office. Requests for reasonable accommodation(s) will be processed by the DRAC using the interactive process.

VI. INTERACTIVE PROCESS

When a request for accommodation is made, the County and the individual requesting an accommodation must engage in a good faith interactive process to determine what, if any accommodation shall be provided. The individual and the County must communicate with each other about the request, the process for determining whether an accommodation will be provided, and the potential accommodations. Communication is a priority throughout the entire process. The

employer and employee are obligated to participate in the interactive process in good faith and are required to communicate directly and exchange essential information so as to work towards the shared goal of identifying effective reasonable accommodation(s). Applicants, employees, managers and supervisors are encouraged to contact the DRAC, the Ergonomics Manager, or the Equal Opportunity Office at any time during this process to request assistance or advice. Individuals seeking reasonable accommodation may also be assisted in the process by a person of their choice.

While each request for accommodation is unique and individual cases vary, steps to be taken in the Interactive Process may include, but are not limited to the following:

1. Analyze the particular job involved and determine its purpose and essential functions. Evidence of whether a particular function is essential includes, but is not limited to, the following:
 - The County's judgment as to which functions are essential.
 - Written job descriptions or job analysis prepared before advertising or interviewing applicants for the job.
 - The amount of time spent on the job performing the function(s).
 - The consequences of not requiring the incumbent to perform the function.
 - The terms of a collective bargaining agreement/memorandum of understanding.
 - The work experiences of the employee and past incumbents in the job.
 - The current work experiences of incumbents in similar jobs.
 - Analysis of job to show frequency of performing various job components.
2. Consult with the employee/applicant to ascertain the precise job-related limitations that may be created as a result of the particular disability and how those limitations could be overcome with a reasonable accommodation.
 - Do not delay the start of the process while waiting for information.
 - Identify barriers to job performance. Ask the person to clearly identify which job tasks are difficult because of the limitations. If the disability limitations relate to non-essential functions, these may be reassigned to

other employees or eliminated from the job. Any problems with essential functions can then be addressed.

3. In consultation with the employee/applicant identify potential accommodations and assess the effectiveness each would have in enabling the individual to perform the essential functions of the position. There may be several different accommodations that will enable the employee to perform his or her job. Evaluate individual accommodations by considering the following questions:
 - Does the accommodation enable the person to perform the essential function(s) of the job?
 - Does the accommodation appear to be reliable and capable of being provided in a timely manner?
 - Does the accommodation enable the person with a disability to be competitively employed and to have equal advancement and promotional opportunities?

When assessing the feasibility of accommodations:

- Focus on business necessity/operations;
 - Do not remove essential functions; and
 - Consider undue hardship to business operations or a direct threat.
4. Select and implement the accommodation(s) most appropriate for both employee or applicant and the County. It should be understood that the County does not have to provide the accommodation preferred by the employee or applicant or his/her health care professional. The County has the ultimate discretion to choose amongst the accommodations, so long as the chosen accommodation is reasonable and effective. If one accommodation is more costly or is more burdensome than the other, the County may choose the less expensive or less burdensome accommodation, or one that is easier to provide.
 - Develop an implementation plan that includes information such as the accommodation being provided, how and when it will be implemented, and whether it is effective.
 5. Document all options discussed and reasons for selecting particular option(s).

6. Follow up regularly with the employee/applicant.

- Once a reasonable accommodation has been implemented, it is important to maintain dialogue with the employee/applicant. Upon completion of the interactive process, the accommodation is implemented with the understanding that the accommodation can be revisited should it prove ineffective for either the operation of the department or the employee. If the accommodation should prove ineffective, the interactive process continues until an appropriate accommodation is determined.
- If the accommodation is not working, go back to the interactive process and determine whether:
 - The action plan was followed to completion;
 - The work continues to be within the functional limitations; and
 - The employee is successfully performing the essential functions.

If a qualified employee with a disability cannot perform the essential functions of their current position, with or without accommodation, but may be qualified to perform the essential functions of a different position, the County will explore reassignment to a vacant position. Reassignment to another position is made only to vacant, funded positions. Efforts will be made to find a vacant position within the employee's current Department. If a suitable position does not exist within the employee's current Department, Human Resources will conduct an internal County-wide job search. Promotions, creation of new positions, or displacement of other employees are not a required part of the accommodation process.

Reassignment will be considered only if no accommodations are available to enable the individual to perform the essential functions of his/her current job, or if the only effective accommodation would cause an undue hardship. In considering whether there are positions available for reassignment, the DRAC will work with Human Resources, the Equal Opportunity Office, and the individual requesting the accommodation to identify all vacant positions within the Department for which the employee may be qualified, with or without a reasonable accommodation; and all positions which Human Resources has reason to believe will become vacant over the next 30 working days and for which the employee may be qualified.

The County will first focus on positions that are equivalent to the employee's current job in terms of pay, status, and other relevant factors. If there are no vacant

equivalent positions, the County will consider vacant lower level positions for which the individual is qualified.

VII. PERFORMANCE AND CONDUCT STANDARDS

The ADA and FEHA do not require the employer to ignore a violation of a uniformly applied rule that is job related and consistent with business necessity. Additionally, since reasonable accommodations are prospective, an employer is not required to ignore past misconduct even if the misconduct is the result of the disability. Therefore, departments are not prohibited from applying appropriate disciplinary action or exercising appropriate management responsibility.

If, during the disciplinary process, an employee makes a connection between a physical or mental impairment and the performance or misconduct, the County will initiate the interactive process which includes requesting appropriate documentation/verification of the disability. Whether or not an effective accommodation is provided, the employee remains responsible for performing the essential job functions in a timely and satisfactory method, and for complying with County policies and guidelines. If the employee fails to do so, disciplinary action may be initiated.

VIII. REQUESTS FOR MEDICAL INFORMATION

The County is entitled to know that an individual has a covered disability that requires a reasonable accommodation. When an individual's disability is not readily apparent, the disability has not been previously documented, and/or the reasonableness of the accommodation request is not obvious, the County may request that the individual provide verification from a health care professional that s/he has the disability as claimed and that it has the effect of necessitating reasonable accommodation. The request for verification may ask the opinion of the health care professional as to whether the individual can perform the essential functions of the job or whether the requested accommodation is appropriate to the disability. The County has a right to have medical information reviewed by its own medical experts at the County's expense.

The County has a right to request relevant supplemental medical information if the information submitted does not clearly explain the impact of the disability on working, or the need for the reasonable accommodation, or otherwise clarify how the requested accommodation will assist the employee to perform the essential functions of the job or to enjoy the benefits and privileges of the workplace, or assist an applicant with the application process. If this does not result in sufficient

information, the County may require the individual to be evaluated by a healthcare professional of the County's choice at the County's expense. During the time period necessary to obtain relevant and sufficient supplemental medical information, the employee's eligibility for any form of paid leave shall be determined by the County's Personnel Policies and Practices Resolution (PPPR) or applicable MOU or collective bargaining agreement.

Prior to obtaining medical information, the employee, or applicant or third party shall execute an appropriate Authorization to Release Medical Information statement.

All medical information will be requested and reviewed by the DRAC and/ or Human Resources, to identify an effective accommodation, in consultation with the individual to be accommodated or his/her representative.

The failure to provide appropriate documentation or to cooperate in the County's efforts to obtain such documentation can result in a denial of the reasonable accommodation.

IX. CONFIDENTIALITY REQUIREMENTS REGARDING MEDICAL INFORMATION OBTAINED IN THE REASONABLE ACCOMMODATION PROCESS

To the extent possible and in accordance with applicable laws and regulations, all medical information, including information about functional limitations and reasonable accommodation needs, obtained in connection with a request for reasonable accommodation is treated as a confidential medical record and is maintained in a secure manner, apart from personnel files and with access restricted to designated personnel on a need to know basis. In addition, employees who obtain or receive such information are strictly bound by these confidentiality requirements. The information may be disclosed only to the following individuals:

- Supervisors and managers who need to know may be told about functional limitations and necessary restrictions on the work or duties of the employee and about the necessary accommodation(s), but medical information regarding the condition itself should only be disclosed if absolutely necessary;
- First aid and safety personnel, when appropriate, if the disability might require emergency treatment;
- Government officials investigating compliance with the ADA and/or FEHA; and

- The County may give information to state workers' compensation offices, state second injury funds or workers' compensation insurance carriers or administrators in accordance with state workers' compensation laws.

“Medical information” includes the fact that someone is receiving an accommodation or has a disability, as well as any information concerning an individual's medical condition or history, regardless of whether the information was provided voluntarily or in response to a disability-related question.

X. TIME FRAME FOR PROCESSING REQUESTS AND PROVIDING REASONABLE ACCOMMODATION

The County will process requests for reasonable accommodation as previously set forth and then provide accommodations, where appropriate, in as short a time frame as reasonably possible. The County recognizes, however, that the time necessary to process a request will depend on the nature of the accommodation(s) requested and whether it is necessary to obtain supporting information.

The DRAC will make a decision on the request and the accommodation, if granted, will be provided within a reasonable time from the date the request was initially made, absent extenuating circumstances. If medical documentation is necessary, the decision will be made within 30 (thirty) working days from the receipt of the documentation, absent extenuating circumstances.

Extenuating circumstances are factors that could not reasonably have been anticipated or avoided in advance of the request for accommodation. When extenuating circumstances are present, the time for processing a request for reasonable accommodation and providing the accommodation will be extended as reasonably necessary. It is the County's policy that extensions based on extenuating circumstances should be limited to circumstances where they are strictly necessary. All County staff are expected to act as quickly as reasonably possible in processing requests and providing accommodations. The following are examples of extenuating circumstances, but are not the sole reasons for extenuating circumstances:

- There is an outstanding initial or follow-up request for medical information.
- The purchase of equipment may take longer than 30 (thirty) days.
- Equipment must be back ordered or the vendor cannot promptly supply the needed goods or services and another vendor is not immediately available.

- The employee with a disability needs to try working with equipment on a trial basis to ensure that it is effective before the equipment is purchased by the County.
- An accommodation involves the removal of architectural barriers.

Where extenuating circumstances are present, the DRAC must notify the individual of the reason for the delay, and the approximate date on which a decision, or provision of the reasonable accommodation, is expected. Any further developments or changes should also be communicated promptly to the individual.

- If there is a delay in providing accommodation that has been approved, the DRAC must investigate whether temporary measures can be taken to assist the individual. This could include providing the requested accommodation on a temporary basis or providing a less effective form of accommodation. In addition, the DRAC may provide measures that are not reasonable accommodations within the meaning of the law (e.g., temporary removal of an essential function) if: (1) they do not interfere with the operations of the department/County; and (2) the employee is clearly informed, in writing, that they are being provided only on a temporary, interim basis.

XI. GRANTING A REASONABLE ACCOMMODATION REQUEST

As soon as the DRAC determines that a reasonable accommodation will be provided, that decision should be immediately communicated to the individual. If the accommodation cannot be provided immediately, the DRAC must inform the individual of the projected time frame for providing the accommodation. This notice must be in writing in order to maintain the required information for reporting purposes. A copy shall be forwarded to the Equal Opportunity Office.

XII. DENYING A REASONABLE ACCOMMODATION REQUEST

As soon as the DRAC determines that a request for reasonable accommodation will be denied, s/he must fill out the Denial of Request form. The explanation for the denial should clearly state the specific reasons for the denial. For example:

- The requested accommodation would not be effective.

- Providing the requested accommodation would result in undue hardship. Before reaching this determination, the DRAC must have explored whether other effective accommodations exist which would not impose undue hardship and therefore can be provided. If the undue hardship is for budgetary reasons, the County Administrative Officer or his/her designee must determine whether the proposed accommodation would in fact pose an undue (financial) hardship.
- Medical documentation is inadequate to establish that the individual has a disability and/or needs a reasonable accommodation.
- The requested accommodation would require the removal of an essential function.
- The requested accommodation would require the lowering of a performance or production standard.

Where the DRAC has denied a specific requested accommodation, but offered to make a different one in its place which was not agreed to during the interactive process, the denial notice should explain both the reasons for the denial of the requested accommodation and the reasons that the DRAC believes the chosen accommodation will be effective.

Prior to denying a request reasonable accommodation, the matter must be referred to the RARC for further review and response.

The written notice of denial must inform the individual that s/he has the right to file a complaint with the County Equal Opportunity Office, the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). Nothing contained in this policy shall preclude an individual from filing a complaint with the County Equal Opportunity Office, EEOC, or the DFEH prior to the issuance of the denial notice.

Individuals with disabilities can request prompt reconsideration of a denial for reasonable accommodation. If an individual wishes reconsideration, s/he should first ask the DRAC to reconsider the decision. The individual may present additional information in support of his/her request. The DRAC will respond to the request for reconsideration within ten (10) business days.

This policy is in addition to statutory protections for persons with disabilities and the remedies they provide for the denial of requests for reasonable accommodation. Requirements governing the initiation of statutory claims, including time frames for filing such claims are set by the agencies listed in Section XIII below.

XIII. COMPLAINT RESOLUTION

If the individual is not satisfied with the outcome of the interactive process, he/she has several options available.

- File a formal complaint with the County pursuant to the County's Equal Employment Opportunity Discrimination Complaint Ordinance (Monterey County Code; Title 2, Chapter 2.80). Any Equal Opportunity Office staff member who has significant involvement in processing a request for reasonable accommodation shall recuse him/herself from investigating or decision making on any subsequent Equal Opportunity Office counseling contact or complaint challenging the department's handling of the accommodation request.
- Contact the California Department of Fair Employment and Housing by calling 1-800-884-1684.
- Contact the U.S. Equal Opportunity Commission by calling 1-800-669-4000.

XIV. INFORMATION TRACKING AND REPORTING

Within five (5) business days after a reasonable accommodation request is granted or denied, the DRAC and Human Resources shall complete a Reasonable Accommodation Reporting form and forward a copy to Equal Opportunity Office. The following information will be reported in the form:

- (1) The number of reasonable accommodations, by type, that have been requested in the application process and whether those requests have been granted or denied;
- (2) The jobs for which reasonable accommodations have been requested;
- (3) The types of reasonable accommodations that have been requested for each of those jobs;
- (4) The number of reasonable accommodations, by type, for each job that have been approved, and the number of accommodations, by type, that have been denied;

- (5) The number of requests for reasonable accommodations, by type, that relate to the benefits or privileges of employment, and whether those requests have been granted or denied;
- (6) The reasons for denial of requests for reasonable accommodation;
- (7) The amount of time taken to process each request for reasonable accommodation; and
- (8) The sources of technical assistance that have been consulted in trying to identify possible reasonable accommodations.

XV. DISTRIBUTION OF POLICY

The County will display in each department the EQUAL OPPORTUNITY FOR PERSONS WITH DISABILITIES AND REASONABLE ACCOMMODATION POLICY. Notices should be posted in conspicuous places frequented by employees and/or applicants to ensure maximum opportunity for review. The notices must list the department name and telephone number of the person responsible (DRAC) for addressing requests for reasonable accommodation. Upon request, the information contained on the notice must be made available in alternate formats (e.g. Braille, audio, large print, etc.). Additionally, notices of the EQUAL OPPORTUNITY FOR PERSONS WITH DISABILITIES AND REASONABLE ACCOMMODATION POLICY will be posted alongside other Equal Opportunity and Employment Rights postings.

The County will distribute this information to all new employees as part of their orientation on their first day of work, post the information on its website. Copies also will be available in the Equal Opportunity Office. The County will also conduct training on these procedures for all Managers and Supervisors initially and to all new Managers and Supervisors as they are hired or promoted to such status.

XVI. RECORDS RETENTION

The County will maintain all records related to accommodation requests for at least three (3) years or the duration of employment, whichever is longer.

XVII. RESOURCES

Monterey County Equal Opportunity Office

168 West Alisal Street

Salinas, CA 93901

755-5117 (Voice)

755-5349 (TTY)

<http://www.co.monterey/eqopp/>

U.S. Equal Employment Opportunity Commission

San Jose Local Office

96 N. Third St., Ste 250

San Jose, CA 95112

1-800-669-4000 (Voice)

1-800-669-6820 (TTY)

<http://www.eeoc.gov>

California Department of Fair Employment and Housing

San Jose District Office

2570 N. First St., Ste 480

San Jose, CA 95131

1-800-884-1684 (Voice)

1-800-700-2320 (TTY)

<http://www.dfeh.ca.gov>

Job Accommodation Network (JAN)

1-800-526-7234 (Voice)

1-877-781-9403 (TTY)

<http://www.jan.wvu.edu>

JAN is a service provided by the U.S. Department of Labor's Office of Disability Employment Policy (ODEP). JAN's mission is to facilitate the employment and retention of workers with disabilities by providing employers, employment providers, people with disabilities, their family members and other interested parties with information on job accommodations, entrepreneurship, and related subjects.

ADA Disability and Business Technical Assistance Centers (DBTACs)

1-800-949-4232 (Voice/TTY)

<http://www.adata.org>

The DBTACs is a national network of 10 regional ADA Centers that provide the most complete and experienced services for up-to-date information, referrals, resources, and training on the Americans with Disabilities Act (ADA) to businesses, employers, government entities, and individuals with disabilities, as

well as media and news reporters. The DBTACs can make referrals to local sources of expertise in reasonable accommodations.

Registry of Interpreters for the Deaf

1-703-838-0030 (Voice)

1-703-838-0459 (TTY)

<http://www.rid.org>

The Registry offers information on locating and using interpreters and transliteration services.



Monterey County

Item No.22

Board Report

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

Legistar File Number: 21-140

February 23, 2021

Introduced: 2/10/2021

Current Status: General Government -
Consent

Version: 1

Matter Type: General Agenda Item

Receive the action minutes from the Legislative Committee meetings on November 9, 2020, December 17, 2020 and January 11, 2021.

RECOMMENDATION:

It is recommended that the Board of Supervisors receive the action minutes from the Legislative Committee meetings on November 9, 2020, December 17, 2020 and January 11, 2021.

SUMMARY & DISCUSSION:

The Legislative Committee met on November 9, 2020, December 17, 2020 and January 11, 2021. The action minutes from those meetings were approved by the Legislative Committee on December 17, 2020, January 11, 2021, and February 8, 2021, respectively. The Committee now submits the action minutes from these meetings to the Board of Supervisors for receipt.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office - Intergovernmental & Legislative Affairs Division (CAO-IGLA) prepared this report. Information was provided to the Legislative Committee by CAO-IGLA, various County departments, and the County's state and federal legislative advocates.

FINANCING:

Monterey County's Legislative Program is funded in County Administrative Office-Department 1050, Intergovernmental & Legislative Affairs Division-Unit 8054. Approval of this recommendation will not result in additional general fund contributions.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The 2021-22 Legislative Program and 2021 Strategic Grant Services Program Work Plan both address all of the Board's Strategic Initiatives. The Legislative Committee regularly receives reports on these activities.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Annette D'Adamo, Legislative Coordinator (MAIII)

Approved by: Nicholas E. Chiulos, Assistant CAO

Date: February 8, 2021

Attachments:

Legislative Committee Action Minutes from the meetings of:

- November 9, 2020
- December 17, 2020
- January 11, 2021



Monterey County

Board Report

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Board of Supervisors
Chambers
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Prepared by: Annette D'Adamo, Legislative Coordinator (MAIII)

Approved by: Nicholas E. Chiulos, Assistant CAO

DocuSigned by:

Nick Chiulos

2/10/2021 | 10:34 AM PST

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Legistar File Number: 21-140

Date: February 8, 2021

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Monterey County

Monterey County
Government Center
168 W. Alisal St.
Salinas, CA 93901

Action Minutes - Final Legislative Committee

Monday, November 9, 2020

1:30 PM

Monterey Room, 2nd Floor, Government Center

Call to Order

The meeting was called to order at 1:31 p.m.

Additions and Corrections

None.

Public Comment Period

None.

Action Minutes

1. Consider approval of the action minutes from the Legislative Committee meeting on October 22, 2020.

ACTION:

- Approved action minutes from the Legislative Committee meeting on October 22, 2020.

Federal Report

Presenter: Brent Heberlee (Ballard Spahr LLP)

2. Receive reports, provide direction, and consider positions and/or recommendations to the Board of Supervisors on:
 - a. Election Results
 - b. Save Our Forest Act
 - c. 340B Medicaid Drug Program
 - d. Federal Bill/Issues Track

ACTIONS:

- Received reports;
- Received an oral report on November election results for federal offices, transition plans and potential priorities for President-Elect Biden;
- Took a support position on the Save Our Forests Act.

State Report***Presenter: Ashley Walker (Nossaman LLP)***

3. Receive reports, provide direction, and consider positions and/or recommendations to the Board of Supervisors on:
 - a. Election Results
 - b. Governor's Executive Orders that Impact Monterey County
 - c. Digital Divide
 - i. Senate Joint Informational Hearing: K-12 Distance Learning: How are students across the state served and how are they accessing online learning?
 - d. State Bill/Issues Track

ACTIONS:

- Received reports;
- Received an oral report on November election results for state offices and ballot measures.

Grant Report***Presenter: Ashley Walker (Nossaman LLP)***

4. Receive reports, provide direction, and consider positions and/or recommendations to the Board of Supervisors on:
 - a. California Department of Fish and Wildlife (CDFW) - State Budget Funding for Interlake Tunnel
 - b. San Lucas Drinking Water Project
 - c. Grant Track

ACTION:

- Received reports.

2021-22 Legislative Program, 2021 Legislative Workshop, and 2021 Strategic Grant Services Programs***Presenter: Annette D'Adamo***

5. Receive report and provide direction on the development of the 2021-22 Legislative Program, 2021 Legislative Workshop and 2021 Strategic Grant Services Program.

ACTIONS:

- Received reports;
- Approved the proposed recommendations for the development of the 2021-22 Legislative Program, 2021 Legislative Workshop and 2021 Strategic Grant Services Program;
- Directed that immigration reform and support for the DACA program be added to the legislative priorities list for 2021.

Adjournment

The meeting was adjourned at 3:15 p.m.



Monterey County

Monterey County
Government Center
168 W. Alisal St.
Salinas, CA 93901

Action Minutes - Final Legislative Committee

Thursday, December 17, 2020

12:00 PM

SPECIAL Legislative Committee Meeting Monterey Room, 2nd Floor, Government Center

Call to Order

The meeting was called to order at 12:02 p.m.

Additions and Corrections

There were no additions or corrections.

Public Comments

There was no public comment.

2021 Legislative Committee Meeting Calendar

1. Consider approval of 2021 Legislative Committee Meeting Calendar.

ACTION:

- Approved the 2021 Legislative Committee Meeting Calendar.

Action Minutes

2. Consider approval of the action minutes from the Legislative Committee meeting on November 9, 2020.

ACTION:

- Approved the action minutes from the Legislative Committee meeting on November 9, 2020.

Federal Report***Presenter: Brent Heberlee (Ballard Spahr LLP)***

3. Receive reports, provide direction, and consider positions and/or recommendations to the Board of Supervisors on:
 - a. President-Elect Biden Transition
 - b. FY 2021 Appropriations
 - c. COVID-19 Relief Legislation
 - d. Legislation
 - i. Marijuana Opportunity Reinvestment and Expungement (MORE) Act (H.R. 3884)
 - ii. Hospitality and Commerce Job Recovery Act (H.R. 8802)
 - e. Federal Bill/Issues Track

ACTIONS:

- Received reports;
- Directed that a “support” position be taken on H.R. 8802, the Hospitality and Commerce Job Recovery Act;
- Directed that a “watch” position be taken on H.R. 3884, the Marijuana Opportunity Reinvestment and Expungement (MORE) Act;
- Directed that a “watch” position be taken on H.R 7197, the RESTAURANTS Act.

State Report***Presenter: Ashley Walker (Nossaman LLP)***

4. Receive reports, provide direction, and consider positions and/or recommendations to the Board of Supervisors on:
 - a. 2021-22 Legislative Session
 - b. State Budget
 - c. Legislation
 - i. AB 14 (Aguiar-Curry) Communications: broadband services: California Advanced Services Fund.
 - ii. AB 15 (Chiu) COVID-19 relief: tenancy: Tenant Stabilization Act of 2021.
 - iii. AB 16 (Chiu) Tenancies: Tenant, Small Landlord, and Affordable Housing Provider Stabilization Act of 2021.
 - iv. AB 34 (Muratsuchi) Broadband for All Act.
 - v. AB 41 (Wood) Broadband infrastructure.
 - vi. AB 73 (Rivas) Employment safety: agricultural workers: wildfire smoke.
 - vii. AB 74 (L. Gonzalez) Unemployment and disability benefit payments: direct deposit.
 - viii. AB 89 (Jones-Sawyer) Peace officers: minimum qualifications.
 - ix. SB 3 (Caballero) Tenancy: COVID-19.
 - x. SB 4 (Gonzalez) Communications: California Advanced Services Fund.
 - xi. SB 28 (Caballero) Rural Broadband and Digital Infrastructure Video Competition Reform Act.
 - xii. SB 45 (Portantino) Wildfire Prevention, Safe Drinking Water, Drought Preparedness, and Flood Protection Bond Act of 2022.
 - xiii. SB 59 (Caballero) Cannabis licenses.
 - d. Governor's Executive Orders that Impact Monterey County
 - e. State Bill Track

ACTIONS:

- Received reports;
- Directed that a "support" position be taken on AB 14 (Aguiar-Curry);
- Directed that a "support" position be taken on AB 73 (Rivas);
- Directed that a "watch" position be taken on AB 89 (Jones-Sawyer);
- Directed that a "support" position be taken on SB 45 (Portantino);
- Directed that SB 59 (Caballero) be reported on at the January meeting.

Grant Report

Presenter: Ashley Walker (Nossaman LLP)

5. Receive reports, provide direction, and consider positions and/or recommendations to the Board of Supervisors on:
 - a. California Department of Fish and Wildlife (CDFW) - State Budget Funding for Interlake Tunnel
 - b. San Lucas Drinking Water Project
 - c. Prop 68: Statewide Parks Program
 - d. Sustainable Agricultural Lands Conservation Program
 - e. Grant Track

ACTIONS:

- Received reports.

2021 Legislative Workshop***Presenter: Annette D'Adamo***

6. Receive report and provide direction on the development of the 2021 Legislative Workshop.

ACTIONS:

- Directed staff to schedule the Legislative Workshop via Zoom on Friday, January 29, 2021 from 10:00 a.m. to noon;
- Recommended that the Board of Supervisor approve the agenda format and County priority topics via consent agenda at the first available January meeting.

2021-22 Legislative Program***Presenter: Annette D'Adamo***

7. Receive report and provide direction on the development of the 2021-22 Legislative Program.

ACTIONS:

- Received report;
- Directed staff to add language to the Legislative Program in support of student loan forgiveness;
- Directed staff to provide a final draft of the Legislative Program at their January meeting for recommendation of approval by the Board of Supervisors.

2021 Strategic Grant Services Programs

Presenter: Annette D'Adamo

8. Receive report and provide direction on the development of the 2021 Strategic Grant Services Program.

ACTIONS:

- Received report;
- Directed staff to provide a final draft of the Strategic Grant Services Program at their January meeting for recommendation of approval by the Board of Supervisors.

Adjournment

The meeting was adjourned at 1:30 p.m.



Monterey County

Monterey County
Government Center
168 W. Alisal St.
Salinas, CA 93901

Action Minutes - Final Legislative Committee

Monday, January 11, 2021

1:30 PM

Monterey Room, 2nd Floor, Government Center

Call to Order

The meeting was called to order at 1:31 p.m.

Additions and Corrections

None.

Public Comment Period

None.

Appointment of 2021 Chair and Vice Chair

1. Appoint Committee members to serve as 2021 Chair and Vice Chair of the Legislative Committee.

ACTION:

- Appointed Supervisor Alejo to serve as chair and Supervisor Adams to serve as vice chair for 2021.

Action Minutes

2. Consider approval of the action minutes from the Legislative Committee meeting on December 17, 2020.

ACTION:

- Approved the action minutes from the Legislative Committee meeting on December 17, 2020.

Federal Report

3. Receive reports, provide direction, and consider positions and/or recommendations to the Board of Supervisors on:
 - a. FY 2021 Consolidated Appropriations Act and COVID Relief
 - b. 2020 Census Update
 - c. FY 2021 National Defense Authorization Act
 - d. President-Elect Biden Transition
 - e. Federal Bill/Issues Track

ACTION:

- Received reports

State Report***Presenter: Ashley Walker (Nossaman LLP)***

4. Receive reports, provide direction, and consider positions and/or recommendations to the Board of Supervisors on:
 - a. 2021-22 Legislative Session
 - b. FY 2021-22 State Budget proposal
 - i. California's Safe Schools for All Plan
 - c. Legislation:
 - i. Senate Housing Package
 - ii. SB 59 (Caballero) Cannabis licenses
 - d. Governor's Executive Orders that Impact Monterey County
 - e. State Advocacy Activities
 - i. Housing for the Harvest Program
 - f. State Bill Track

ACTIONS:

- Received reports;
- Directed Nossaman to continue to report on the Golden State Stimulus Plan;
- Directed Nossaman to research possible Natural Resources funding for critical levee repairs;
- Authorized a "support" position on SB 59 (Caballero) Cannabis licenses.

Grant Report

Presenter: Ashley Walker (Nossaman LLP)

5. Receive reports, provide direction, and consider positions and/or recommendations to the Board of Supervisors on:
 - a. Carmel River Flood Reduction and Environmental Enhancement (CRFREE) Project
 - b. California Department of Fish and Wildlife (CDFW) - State Budget Funding for Interlake Tunnel
 - c. San Lucas Drinking Water Project
 - d. Prop 68: Statewide Parks Program
 - e. Grant Track

ACTIONS:

- Received reports;
- Directed Nossaman to assist with the CRRFREE FEMA grant

2021 Legislative Workshop

Presenter: Annette D'Adamo

6. Receive report and provide direction on the development of the 2021 Legislative Workshop.

ACTION:

- Received report.

2021-22 Legislative Program

Presenter: Annette D'Adamo

7. Review the draft 2021-22 Legislative Program, provide direction to staff on edits, and consider a recommendation to the Board of Supervisors for adoption.

ACTION:

- Received report;
- Directed staff to incorporate language related to tourism under the economic development sections;
- Directed staff to expand on language related to telecommunication services to stress the critical public safety need and to call out the section separately in the "broadband and telecommunication" section;
- Discussed inclusion of the Pure Water Monterey project under the list of potential projects to preserve and enhance water supply. The Committee did not agree so the proposed language was left out of the program, but the discussion will be included in the Board Report;
- Recommended that the Board of Supervisors adopt the 2021-2022 Legislative Program.

Presenter: Annette D'Adamo

8. Review proposed revisions to the Policies Governing Legislative Activities, provide direction to staff, and consider a recommendation to the Board of Supervisors for adoption.

ACTION:

- **Approved proposed revisions to the Policies Governing Legislative Activities and recommended adoption by the Board of Supervisors.**

2021 Strategic Grant Services Program

Presenter: Annette D'Adamo

9. Review the draft 2021 Strategic Grant Services Program (SGSP), provide direction to staff on edits, and consider a recommendation to the Board of Supervisors for adoption.

ACTIONS:

- **Received report;**
- **Recommended that the Board of Supervisors adopt the 2021 Strategic Grant Services Program.**

Presenter: Annette D'Adamo

10. Review proposed revisions to the SGSP Policies Governing Program Activities, provide direction to staff, and consider a recommendation to the Board of Supervisors for adoption.

ACTION:

- **Approved proposed revisions to the SGSP Policies Governing Program Activities and recommended adoption by the Board of Supervisors.**

Webpage – Legislative Program

Presenter: Annette D'Adamo

11. Receive report and provide direction of Legislative Program webpage update.

ACTION:

- **Received report.**

Adjournment

The meeting was adjourned at 3:00 p.m.



Monterey County

Item No.23

Board Report

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

Legistar File Number: 21-156

February 23, 2021

Introduced: 2/12/2021

Current Status: General Government -
Consent

Version: 1

Matter Type: General Agenda Item

Adopt recommendations from the Legislative Committee to:

- a. Approve Amendment No. 5 to the Professional Services Agreement (Agreement) with Nossaman LLP for state legislative advocacy services and grant and funding advocacy services, increase funding for state legislative advocacy services by 15% monthly effective March 1, 2021, for a total not to exceed \$900,123.92 for the period of August 1, 2017 to June 30, 2022;
- b. Approve Amendment No. 3 to the Professional Services Agreement (Agreement) with Ballard Spahr LLP for federal legislative advocacy services, increase funding for federal legislative advocacy services by 15% monthly effective March 1, 2021, for a total not to exceed \$253,731.69 for the period of January 29, 2019 to June 30, 2022; and
- c. Authorize the Contracts/Purchasing Officer to extend the Agreements for up to three (3) additional one (1) year periods under the same scope of work and payment provisions included in the amended Agreements subject to budget approval.

RECOMMENDATION

It is recommended that the Board of Supervisors approve and authorize recommendations from the Legislative Committee to:

- a. Approve Amendment No. 5 to the Professional Services Agreement (Agreement) with Nossaman LLP for state legislative advocacy services and grant and funding advocacy services, increase funding for state legislative advocacy services by 15% monthly effective March 1, 2021, for a total not to exceed \$900,123.92 for the period of August 1, 2017 to June 30, 2022;
- b. Approve Amendment No. 3 to the Professional Services Agreement (Agreement) with Ballard Spahr LLP for federal legislative advocacy services, increase funding for federal legislative advocacy services by 15% monthly effective March 1, 2021, for a total not to exceed \$253,731.69 for the period of January 29, 2019 to June 30, 2022; and
- c. Authorize the Contracts/Purchasing Officer to extend the Agreements for up to three (3) additional one (1) year periods under the same scope of work and payment provisions included in the amended Agreements subject to budget approval.

SUMMARY

The Board's Legislative Committee met on February 8, 2021 regarding the County's federal

legislative advocacy contract with Ballard Spahr LLP and state legislative advocacy and grant and funding advocacy contract with Nossaman LLP. The Legislative Committee recommended that the Board take the following actions:

- 1) Increase the Ballard Spahr LLP federal legislative advocacy contract by 15% from \$70,000 per year (\$5,833.33 per month) to \$80,500 per year (\$6,708.33 per month) effective March 1, 2021.
- 2) Increase the Nossaman LLP state legislative advocacy contract by 15% from \$100,000 per year (\$8,333.33 per month) to \$115,000 per year (\$9,583.33 per month) effective March 1, 2021.
- 3) Continue the Nossaman LLP grants and funding advocacy contract at \$54,000 per year (\$4,500 per month).
- 4) Extend the terms of the Ballard Spahr LLP contract (federal legislative advocacy services) and Nossaman LLP contract (state legislative advocacy and grant and funding advocacy services) to June 30, 2022; and
- 5) Authorize the Contracts/Purchasing Officer to extend the Agreements for up to three (3) additional one (1) year periods under the same scope of work and payment provisions included in the amended Agreements subject to budget approval. (FY22-23, FY23-24, FY24-25)

DISCUSSION

Monterey County maintains a long-standing and successful Legislative Program, ensuring that County interests are well represented in Washington, D.C. and Sacramento. The Strategic Grant Services Program concentrates 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 Board of Supervisors annually approves priorities for these programs. The programs operate under the ongoing guidance of the Board's Legislative Committee (Supervisor Alejo and Supervisor Askew). The County Administrative Office - Intergovernmental and Legislative Affairs Division manages the programs and contracts with federal and state legislative advocacy and grant and funding advocacy firms to aid in their execution.

The Board entered into an agreement with Nossaman LLP in August 2017 to provide federal and state legislative advocacy services, and grant and funding advocacy services. The federal legislative advocacy services portion of the contract was amended out in January 2019, and moved to the firm Ballard Spahr LLP, when the County's federal legislative advocate left Nossaman and moved to Ballard Spahr. The agreements with Nossaman LLP and Ballard Spahr LLP will end on June 30, 2021 unless the Board takes action to extend them.

The County's state and federal legislative advocacy efforts have significantly increased over the past four years as the Board has become more involved in state and federal legislative and policy activities. Since the onset of the COVID-19 pandemic, demands well beyond those envisioned when services were contracted have become the new normal. The County's legislative advocates now routinely provide weekly briefings to the Board, have been involved in COVID-19 disparate impact efforts, are frequently asked to participate in high priority meetings with County departments, and are more frequently asked to engage with the County's state and federal officials on issues related to the

pandemic and other high priority issues (COVID-19, wildfires, etc.). Recognizing the increased workload the Legislative Committee recommends a 15% increase in the state and federal legislative advocacy portions of the contracts effective March 1, 2021.

With the number of issues that the County is currently facing, it is increasingly important that the team tasked to carry out the County's legislative advocacy efforts be knowledgeable and capable of representing the County's needs, and have trusted relationships with the County's state and federal elected officials and their staffs. Ashley Walker of Nossaman LLP has served as the County's state legislative advocate since July 2017, and Brent Heberlee of Ballard Spahr LLP has served as the County federal legislative advocate since 2010 - originally working for Nossaman LLP in Washington D.C. and moving to Ballard Spahr LLP in Washington D.C. in January 2019. Recognizing the importance of this continuity, the Legislative Committee recommends extending the terms of the contracts (state/federal legislative advocacy and grant/funding advocacy) for an additional year to June 30, 2022, with the option of adding three (3) additional one (1) year periods to the contract subject to CAO-IGLA budget approval.

OTHER AGENCY INVOLVEMENT

The County Administrative Office - Intergovernmental and Legislative Affairs Division staffs and coordinates the activities of the Board of Supervisors Legislative Committee and executes the Board's Legislative Program and Strategic Grant Services Program. The Legislative Committee met on February 8, 2021 and recommended the changes contained in this report for adoption by the Board of Supervisors.

FINANCING

Monterey County's Legislative Program and Strategic Grant Services Program are funded in County Administrative Office-Department 1050, Intergovernmental & Legislative Affairs Division-Unit 8054. Funding for Ballard Spahr LLP federal legislative advocacy services (\$70,000 billed at \$5,833.33 per month), Nossaman LLP state legislative advocacy services (\$100,000 billed at \$8,333.33 per month) and Nossaman LLP grant and funding advocacy services (\$54,000 billed at \$4,500 per month) is included in the FY20-21 Adopted Budget.

The 15% increase for the Ballard Spahr LLP Agreement (federal legislative advocacy services) effective March 1, 2021, will increase costs by \$875 per month for a total additional amount of \$3,500 for FY20-21. The 15% increase for Nossaman LLP Agreement (state legislative advocacy services) effective March 1, 2021, will increase costs by \$1,250 per month for a total additional amount of \$5,000 for FY20-21. The combined total increase for these changes of \$8,500 for FY20-21 will be funded within the CAO-IGLA adopted budget.

Extending the Agreements through FY21-22 will increase the cost of the Ballard Spahr Agreement from \$70,000 to \$80,500 per year, a \$10,500 change; and the Nossaman Agreement from \$100,000 to \$115,000 per year, a \$15,000 change; requiring a total of \$25,500 additional funding for FY21-22. The source of funding will be determined in the FY21-22 budget process. Further extension of the Agreements for FY22-23, FY23-24 and FY24-25 under the same scope of work

and payment provisions will be subject to CAO-IGLA budget approval.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES

These Agreements support the work of the Board of Supervisors Legislative Committee, Legislative Program, and Strategic Grant Services Program - which encompass all the Board's Strategic Initiatives.

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

Prepared by: Annette D'Adamo, Legislative Coordinator (MAIII)

Approved by: Nicholas E. Chiulos, Assistant CAO

February 12, 2021

Attachments:

Exhibit A - Nossaman LLP, Amendment No. 5

Exhibit B - Nossaman LLP Agreement and Amendments 1, 2, 3 & 4

Exhibit C - Ballard Spahr LLP, Amendment No. 3

Exhibit D - Ballard Spahr LLP Agreement and Amendments 1 & 2



Monterey County

Item No.

Board Report

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

Legistar File Number: 21-156

February 23, 2021

Introduced: 2/12/2021

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Adopt recommendations from the Legislative Committee to:

- a. Approve Amendment No. 5 to the Professional Services Agreement (Agreement) with Nossaman LLP for state legislative advocacy services and grant and funding advocacy services, increase funding for state legislative advocacy services by 15% monthly effective March 1, 2021, for a total not to exceed \$900,123.92 for the period of August 1, 2017 to June 30, 2022;
- b. Approve Amendment No. 3 to the Professional Services Agreement (Agreement) with Ballard Spahr LLP for federal legislative advocacy services, increase funding for federal legislative advocacy services by 15% monthly effective March 1, 2021, for a total not to exceed \$253,731.69 for the period of January 29, 2019 to June 30, 2022; and
- c. Authorize the Contracts/Purchasing Officer to extend the Agreements for up to three (3) additional one (1) year periods under the same scope of work and payment provisions included in the amended Agreements subject to budget approval.

RECOMMENDATION

It is recommended that the Board of Supervisors approve and authorize recommendations from the Legislative Committee to:

- a. Approve Amendment No. 5 to the Professional Services Agreement (Agreement) with Nossaman LLP for state legislative advocacy services and grant and funding advocacy services, increase funding for state legislative advocacy services by 15% monthly effective March 1, 2021, for a total not to exceed \$900,123.92 for the period of August 1, 2017 to June 30, 2022;
- b. Approve Amendment No. 3 to the Professional Services Agreement (Agreement) with Ballard Spahr LLP for federal legislative advocacy services, increase funding for federal legislative advocacy services by 15% monthly effective March 1, 2021, for a total not to exceed \$253,731.69 for the period of January 29, 2019 to June 30, 2022; and
- c. Authorize the Contracts/Purchasing Officer to extend the Agreements for up to three (3) additional one (1) year periods under the same scope of work and payment provisions included in the amended Agreements subject to budget approval.

SUMMARY

The Board's Legislative Committee met on February 8, 2021 regarding the County's federal legislative advocacy contract with Ballard Spahr LLP and state legislative advocacy and grant and

funding advocacy contract with Nossaman LLP. The Legislative Committee recommended that the Board take the following actions:

- 1) Increase the Ballard Spahr LLP federal legislative advocacy contract by 15% from \$70,000 per year (\$5,833.33 per month) to \$80,500 per year (\$6,708.33 per month) effective March 1, 2021.
- 2) Increase the Nossaman LLP state legislative advocacy contract by 15% from \$100,000 per year (\$8,333.33 per month) to \$115,000 per year (\$9,583.33 per month) effective March 1, 2021.
- 3) Continue the Nossaman LLP grants and funding advocacy contract at \$54,000 per year (\$4,500 per month).
- 4) Extend the terms of the Ballard Spahr LLP contract (federal legislative advocacy services) and Nossaman LLP contract (state legislative advocacy and grant and funding advocacy services) to June 30, 2022; and
- 5) Authorize the Contracts/Purchasing Officer to extend the Agreements for up to three (3) additional one (1) year periods under the same scope of work and payment provisions included in the amended Agreements subject to budget approval. (FY22-23, FY23-24, FY24-25)

DISCUSSION

Monterey County maintains a long-standing and successful Legislative Program, ensuring that County interests are well represented in Washington, D.C. and Sacramento. The Strategic Grant Services Program concentrates 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 Board of Supervisors annually approves priorities for these programs. The programs operate under the ongoing guidance of the Board's Legislative Committee (Supervisor Alejo and Supervisor Askew). The County Administrative Office - Intergovernmental and Legislative Affairs Division manages the programs and contracts with federal and state legislative advocacy and grant and funding advocacy firms to aid in their execution.

The Board entered into an agreement with Nossaman LLP in August 2017 to provide federal and state legislative advocacy services, and grant and funding advocacy services. The federal legislative advocacy services portion of the contract was amended out in January 2019, and moved to the firm Ballard Spahr LLP, when the County's federal legislative advocate left Nossaman and moved to Ballard Spahr. The agreements with Nossaman LLP and Ballard Spahr LLP will end on June 30, 2021 unless the Board takes action to extend them.

The County's state and federal legislative advocacy efforts have significantly increased over the past four years as the Board has become more involved in state and federal legislative and policy activities. Since the onset of the COVID-19 pandemic, demands well beyond those envisioned when services were contracted have become the new normal. The County's legislative advocates now routinely provide weekly briefings to the Board, have been involved in COVID-19 disparate impact efforts, are frequently asked to participate in high priority meetings with County departments, and are more frequently asked to engage with the County's state and federal officials on issues related to the pandemic and other high priority issues (COVID-19, wildfires, etc.). Recognizing the increased

workload the Legislative Committee recommends a 15% increase in the state and federal legislative advocacy portions of the contracts effective March 1, 2021.

With the number of issues that the County is currently facing, it is increasingly important that the team tasked to carry out the County's legislative advocacy efforts be knowledgeable and capable of representing the County's needs, and have trusted relationships with the County's state and federal elected officials and their staffs. Ashley Walker of Nossaman LLP has served as the County's state legislative advocate since July 2017, and Brent Heberlee of Ballard Spahr LLP has served as the County federal legislative advocate since 2010 - originally working for Nossaman LLP in Washington D.C. and moving to Ballard Spahr LLP in Washington D.C. in January 2019. Recognizing the importance of this continuity, the Legislative Committee recommends extending the terms of the contracts (state/federal legislative advocacy and grant/funding advocacy) for an additional year to June 30, 2022, with the option of adding three (3) additional one (1) year periods to the contract subject to CAO-IGLA budget approval.

OTHER AGENCY INVOLVEMENT

The County Administrative Office - Intergovernmental and Legislative Affairs Division staffs and coordinates the activities of the Board of Supervisors Legislative Committee and executes the Board's Legislative Program and Strategic Grant Services Program. The Legislative Committee met on February 8, 2021 and recommended the changes contained in this report for adoption by the Board of Supervisors.

FINANCING

Monterey County's Legislative Program and Strategic Grant Services Program are funded in County Administrative Office-Department 1050, Intergovernmental & Legislative Affairs Division-Unit 8054. Funding for Ballard Spahr LLP federal legislative advocacy services (\$70,000 billed at \$5,833.33 per month), Nossaman LLP state legislative advocacy services (\$100,000 billed at \$8,333.33 per month) and Nossaman LLP grant and funding advocacy services (\$54,000 billed at \$4,500 per month) is included in the FY20-21 Adopted Budget.

The 15% increase for the Ballard Spahr LLP Agreement (federal legislative advocacy services) effective March 1, 2021, will increase costs by \$875 per month for a total additional amount of \$3,500 for FY20-21. The 15% increase for Nossaman LLP Agreement (state legislative advocacy services) effective March 1, 2021, will increase costs by \$1,250 per month for a total additional amount of \$5,000 for FY20-21. The combined total increase for these changes of \$8,500 for FY20-21 will be funded within the CAO-IGLA adopted budget.

Extending the Agreements through FY21-22 will increase the cost of the Ballard Spahr Agreement from \$70,000 to \$80,500 per year, a \$10,500 change; and the Nossaman Agreement from \$100,000 to \$115,000 per year, a \$15,000 change; requiring a total of \$25,500 additional funding for FY21-22. The source of funding will be determined in the FY21-22 budget process. Further extension of the Agreements for FY22-23, FY23-24 and FY24-25 under the same scope of work and payment provisions will be subject to CAO-IGLA budget approval.

Legistar File Number: 21-156

BOARD OF SUPERVISORS STRATEGIC INITIATIVES

These Agreements support the work of the Board of Supervisors Legislative Committee, Legislative Program, and Strategic Grant Services Program - which encompass all the Board's Strategic Initiatives.

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

Prepared by: Annette D'Adamo, Legislative Coordinator (MAIII)

Approved by: Nicholas E. Chiulos, Assistant CAO

February 12, 2021

DocuSigned by:

910D1286CA694A8...

2/16/2021 | 10:41 AM PST

Attachments:

Exhibit A - Nossaman LLP, Amendment No. 5

Exhibit B - Nossaman LLP Agreement and Amendments 1, 2, 3 & 4

Exhibit C - Ballard Spahr LLP, Amendment No. 3

Exhibit D - Ballard Spahr LLP Agreement and Amendments 1 & 2

Amendment No. 5

County of Monterey Agreement for Professional Services with Nossaman LLP for State Legislative Advocacy & Grant and Funding Advocacy Services

This AMENDMENT NO. 5 to the County of Monterey Agreement for Professional Services (hereinafter, "AMENDMENT") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), and Nossaman LLP (hereinafter, "CONTRACTOR").

Whereas, the parties entered into an Agreement for Professional Services (hereinafter, "AGREEMENT"), in August of 2017 with an 11-month term ending on June 30, 2018 and a total amount not to exceed \$223,667; and,

Whereas, the parties have renewed and amended the AGREEMENT from time-to-time extending the term, and changing the scope of work and the total contract amount not to exceed; and,

Whereas, the parties desire to further amend the AGREEMENT to increase the amount not to exceed, adjust the monthly fee for state legislative advocacy services, and extend the term; NOW, THEREFORE,

The parties agree to amend the AGREEMENT effective March 1, 2021 as follows:

1. Section 2.0 PAYMENT PROVISIONS, shall be amended by removing "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$726,123.92" and replacing it with "The total amount payable by the County to CONTRACTOR under this Agreement is increased by the amount of \$174,000 for a total contract amount not to exceed the sum of \$900,123.92."
2. Section 3.0 TERM OF AGREEMENT, shall be amended by removing "The term of this Agreement is from August 1, 2017 to June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement," and replacing it with "The term of this Agreement is from August 1, 2017 to June 30, 2022, unless sooner terminated pursuant to the terms of this Agreement."
3. Exhibit A, Section B to the AGREEMENT is amended to remove "\$8,333.33 billed monthly for state legislative advocacy services" and replacing it with "Effective March 1, 2021, \$9,583.33 billed monthly for state legislative advocacy services."
4. Except as provided herein, all other terms and conditions of the original AGREEMENT, AMENDMENT NOS. 1, 2, 3 & 4 as amended by this AMENDMENT NO. 5, shall remain in full force and effect.
5. A copy of this AMENDMENT NO. 5 shall be attached to the original AGREEMENT, AMENDMENT NOS. 1, 2, 3 & 4.

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

COUNTY OF MONTEREY

DocuSigned by:
By: Michael R. Derr
367942E6F649429
Contracts/Purchasing Officer

Date: 2/12/2021 | 12:09 PM PST

CONTRACTOR*

Nossaman LLP
Contractor's Business Name
DocuSigned by:
By: Ashley Walker
30136B260D53456
(Signature of Chair, President or Vice President)

Ashley walker Senior Policy Advisor
Its: _____
(Name and Title)

Date: 2/12/2021 | 11:35 AM PST

Approved as to Form

DocuSigned by:
By: Les Girard
2EE8DC76EE5547E
County Counsel

Date: 2/12/2021 | 11:55 AM PST

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

Its: _____
(Name and Title)

Date: _____

Approved as to Fiscal Provisions

DocuSigned by:
By: Gary Giboney
D3834BFEC1D8449...
Auditor/Controller

Date: 2/12/2021 | 11:53 AM PST

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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



17-0776 No. 17.1

Monterey County Board of Supervisors

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

Board Order

Agreement Nos.: A-13633; A-13634 & A-13635

Upon motion of Supervisor Phillips, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

Approved and authorized recommendations from the Legislative Committee to:

- a. Award a Professional Services Agreement (Agreement) for RFP 10626 (Federal Legislative Advocacy Services, A-13633) to Nossaman LLP in an amount not to exceed \$82,500 for the period of August 1, 2017 to June 30, 2018; and authorize an exemption to the workers' compensation insurance requirements in the PSA;
- b. Award an Agreement for RFP 10627 (State Legislative Advocacy Services, A-13634) to Nossaman LLP in an amount not to exceed \$91,667 for the period of August 1, 2017 to June 30, 2018;
- c. Award an Agreement for RFP 10628 (Grant and Funding Advocacy Services, A-13635) to Nossaman LLP in an amount not to exceed \$49,500 for the period of August 1, 2017 to June 30, 2018;
- d. Approve and authorize the Contracts/Purchasing Officer to sign the County's standard Professional Service Agreements (PSAs) with Nossaman LLP for RFPs 10626, 10627, and 10628; and
- e. Authorize the Contracts/Purchasing Officer to extend these Agreements for up to three (3) additional one (1) year periods under the same scope of work and payment provisions included in the Agreements subject to budget approval.

PASSED AND ADOPTED this 18th day of July 2017, by the following vote, to wit:

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

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting July 18, 2017.

Dated: July 18, 2017
File ID: 17-0776

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Nossaman LLP
(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 Federal legislative advocacy services;
State legislative advocacy services; and
Grant and Funding Advocacy Services.

2.0 PAYMENT PROVISIONS.

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 223,663.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from August 1, 2017 to June 30, 2018, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and 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 Disclosure of Conflicts of Interest

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.

- 8.01 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.)

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 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:
Nicholas E. Chiulos, Assistant County Administrative Officer	Brent R. Heberlee, Partner
Name and Title	Name and Title
County of Monterey	Nossaman LLP
168 W. Alisal Street	1666 K Street NW, Suite 500
Salinas, CA 93901	Washington D.C. 20006
Address	Address
831-755-5145	202-887-1423
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.

<p>COUNTY OF MONTEREY</p> <p>By: <u>[Signature]</u> Contracts/Purchasing Officer</p> <p>Date: <u>7-31-17</u></p> <p>By: _____ Department Head (if applicable)</p> <p>Date: _____</p> <p>By: _____ Board of Supervisors (if applicable)</p> <p>Date: _____</p> <p>Approved as to Form¹</p> <p>By: <u>[Signature]</u> County Counsel</p> <p>Date: <u>7/27/17</u></p> <p>Approved as to Fiscal Provisions²</p> <p>By: <u>[Signature]</u> Auditor/Controller</p> <p>Date: <u>7-27-17</u></p> <p>Approved as to Liability Provisions³</p> <p>By: _____ Risk Management</p> <p>Date: _____</p>	<p>CONTRACTOR</p> <p><u>Nossaman LLP</u> Contractor's Business Name*</p> <p>By: <u>[Signature]</u> (Signature of Chair, President, or Vice-President)*</p> <p><u>Brent Heberlee, Partner</u> Name and Title</p> <p>Date: <u>7-26-17</u></p> <p>By: _____ (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*</p> <p>_____</p> <p>Name and Title</p> <p>Date: _____</p>
--	---

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

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

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A

**TO
PROFESSIONAL SERVICE AGREEMENT
BETWEEN**

**MONTEREY COUNTY
COUNTY ADMINISTRATIVE OFFICE (CAO)
INTERGOVERNMENTAL & LEGISLATIVE AFFAIRS (IGLA) DIVISION
AND
NOSSAMAN LLP**

SCOPE OF SERVICES / PAYMENT PROVISIONS

A. SCOPE OF SERVICES:

- **Federal Legislative Advocacy Services;**
- **State Legislative Advocacy Services;**
- **Grant and Funding Advocacy Services.**

The CONTRACTOR shall provide on a timely basis services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below, and to other activities to which the parties in the future may agree:

- A.1 Proactive Intelligence Gathering & Reporting:** Exercise initiative to gather intelligence on emerging issues based on knowledge of the County's interests. Provide timely reports and advance notification to the Legislative Committee and IGLA staff.
- A.2 Identification & Review:** Proactively identify legislative, budget, and/or regulatory issues which may impact the County's current or future business interests. Provide information on identified issues to IGLA staff and department experts for review.
- A.3 Position, Strategy & Action Recommendations:** Make recommendations on legislative, budget, and regulatory issues of interest to the County related to County positions, political/technical strategies, and proactive actions.
- A.4 Take Action & Advocate on Behalf of Monterey County:** Execute position, strategy and action recommendations, and advocate County positions to the Administration, legislators, legislative committees, or Federal/State agencies as directed by the Board of Supervisors and the Legislative Committee.
- A.5 Legislative Committee Meetings – Participation, Reports, Follow-up Actions:**
- i. **Weekly Conference Calls:** Participate in weekly conference calls with IGLA staff and assist in the development of Legislative Committee meeting agendas.
 - ii. **Legislative Committee Meetings:** Participate in all Legislative Committee meetings, in their entirety, via teleconference or in person unless otherwise approved by the Committee Chair and IGLA staff.
 - iii. **Legislative Committee Reports:** Provide a written memo for inclusion in the Legislative Committee agenda packet, and verbally report to the Committee on agenda items and advocacy efforts undertaken on behalf of the County.
 - iv. **Follow-Up Actions:** Follow-up as appropriate on all research and action items requested by the Legislative Committee and IGLA staff.

- A.6 Bill/Issues Track:** Monitor Federal/State legislative, budget, regulatory, and other issues of interest to the County. Regularly provide a bill/issues track of activities to the Legislative Committee and IGLA staff, which includes: 1) a bill/issue summary; 2) bill/issue status; 3) County position; and 4) status/actions to date.
- A.7 Research, Analysis & Reports:** Provide comprehensive research, in-depth analysis, and verbal and written reports on matters identified within the Legislative Program, or as requested by the Legislative Committee or IGLA staff on:
- i. Legislative proposals;
 - ii. Executive, budget, regulatory, and rulemaking proposals/programs with potential fiscal or policy impacts to the County;
 - iii. Emerging Federal/State issues;
 - iv. Qualified ballot initiatives scheduled to come before the California electorate.
- A.8 Dedicated Staff:** Provide professional, experienced, senior level staff dedicated to the County whose primary responsibility is to respond to requests for:
- i. Legislative reports, analyses, and research.
 - ii. Intelligence gathering, strategic advisement.
 - iii. Draft letters, talking points, or other briefing materials articulating County positions.
 - iv. Other items as requested.
- CONTRACTOR has designated Brent Heberlee, Jennifer Capitolo and Ashley Walker as the primary staff assigned to services described herein. CONTRACTOR will provide such other additional staff of similar qualifications, as deemed necessary to carry out its obligations pursuant to this Agreement.
- A.9 Outreach – Expanding Monterey County’s Presence:** Elevate the County’s presence in Washington D.C. and Sacramento, CA.
- A.10 Meeting Attendance in Monterey County/California:** Attend meetings of the Board of Supervisors, Legislative Committee, or other meetings as requested by the Legislative Committee or IGLA staff in Monterey County/California. The County does not provide reimbursement for travel related or other expenses.
- A.11 Meeting & Scheduling Assistance:** Assist the County in scheduling meetings with elected officials, administrative, legislative, agency staff, or others as requested. Provide support to County Supervisors and staff participating in these meetings. Provide technical, political and strategic advice to participants providing testimony or appearing in legislative, executive or regulatory forums.
- A.12 Development of Legislative Program:** Assist the County in the annual development and implementation of the Legislative Program.
- A.13 Development of Strategic Grant Services Program – Work Plan:** Assist the County in the annual development and implementation of the Strategic Grant Services Program – Work Plan, which identifies priority projects, funding opportunities, timing, and probability of securing funding.
- A.14 Advance Notice of Grant Funding Opportunities:** Provide timely updates regarding upcoming grant opportunities.

- A.15 Grant Requests:** Provide Monterey County with assistance, advice and guidance regarding submission of state grant requests, assist in preparing submissions, letters of support, and other supporting materials, advocate with relevant members and staff for County funding priorities, communicate with relevant committees, staff and members to keep the County apprised of the status of these submissions.
- A.15 Advance Notice of Grant Funding Opportunities:** Provide timely updates regarding upcoming grant opportunities.
- A.16 Advance Work with Grant Making Organizations:** Meet with grant making organizations to review County project eligibility.
- A.17 Expert Assistance on Priority Projects for Grant Funding:** Meet with County representatives regarding priority projects. Thoroughly discuss the projects and gauge competitiveness of applications for identified grant programs.
- A.18 Support for Grant Application Submissions:** Review County grant applications and related materials, and provide feedback and expertise on approach. The number of projects engaged in will depend on the timing of grant program submission deadlines and level of engagement needed in the application development process.
- A.19 Provide Strategic Advice and Project Support:** Provide political and strategic advice on gathering appropriate support letters for County grant applications. Facilitate support letters from elected officials.
- A.20 Facilitate Communication:** Maintain regular communication with representatives from the County and the grant making organizations regarding the progress of the grant review process.
- A.21 Follow-up/Reporting:** Advise the County on necessary grant application follow-up paperwork and reporting once grant funds have been secured.
- A.22 Annual Report:** Prepare an annual report of activities undertaken on behalf of the County for submission to the Legislative Committee and Board of Supervisors.
- A.23 Coalition Building:** When so directed, work with interest groups, associations, agencies, and others to develop a coalition of interest in support of County objectives.
- A.24 Intelligence Gathering – Political Climate:** Assist the County in gathering intelligence and analyzing the political climate to develop and implement an effective legislative program in the furtherance of County interests.
- A.25 Participate in Association & Industry Activities:** Participate in association and industry activities/meetings on behalf of the County, including but not limited to: the California State Association of Counties (CSAC); and National Association of Counties (NACo).
- A.26 Prepare & File Reports:** Prepare and file quarterly Fair Political Practices Commission (FPPC) reports in compliance with State law.
- A.27 Deliverables, Reports & Deadlines:** Submission deadlines for all reports referenced in this scope of work will be jointly developed by IGLA staff and CONTRACTOR.

B. COMPENSATION / PAYMENT

The COUNTY shall pay an amount not to exceed \$223,416 for this eleven (11) month contract 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:

- \$20,333 billed monthly for the following services:
 - \$7,500 billed monthly for federal legislative advocacy services.
 - \$8,333 billed monthly for state legislative advocacy services.
 - \$4,500 billed monthly for grant and funding advocacy services.

If authorized by approval of the Monterey County Board of Supervisors, this Agreement may be renewed under the same terms and conditions, including compensation, for up to three (3) additional one (1) year periods, subject to budget approval.

The COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the 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 the COUNTY.

The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT B

**TO
PROFESSIONAL SERVICE AGREEMENT
BETWEEN**

**MONTEREY COUNTY
COUNTY ADMINISTRATIVE OFFICE (CAO)
INTERGOVERNMENTAL & LEGISLATIVE AFFAIRS (IGLA) DIVISION
AND
NOSSAMAN LLP**

DISCLOSURE OF CONFLICTS OF INTEREST

A. DISCLOSURE OF CONFLICTS OF INTEREST

The COUNTY recognizes that the CONTRACTOR has other clients for which it performs services similar to those provided for in this contract, and the interests of the CONTRACTOR's other clients may conflict with the interests of the COUNTY. When such conflicts of interest arise, the CONTRACTOR agrees to inform the COUNTY of the conflict, or potential conflict, immediately, and the CONTRACTOR agrees that it shall not take any action on behalf of the COUNTY or such other clients without the consent of the COUNTY.

AMENDMENT No. 1
County of Monterey Agreement for Professional Services with
Nossaman LLP for
Federal and State Legislative Advocacy &
Grant and Funding Advocacy Services

This Amendment No. 1 to the County of Monterey Agreement for Professional Services (hereinafter, "AMENDMENT") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), and Nossaman LLP (hereinafter, "CONTRACTOR").

Whereas the parties entered into an Agreement for Professional Services (hereinafter, "AGREEMENT"), on August 1, 2017; the AGREEMENT had an 11-month term and a total AGREEMENT amount that was not to exceed \$223,667; and the term of the AGREEMENT runs through June 30, 2018.

Whereas, the parties desire to amend the AGREEMENT as follows:

1. The AGREEMENT is amended and all of its provisions shall be deemed to have been in effect continuously since that time.
2. The term of the AGREEMENT, **shall be amended by removing** "The term of this Agreement is from **August 1, 2017 to June 30, 2018**, unless sooner terminated pursuant to the terms of this Agreement," **and replacing it with** "The term of this Agreement is from **August 1, 2017 to June 30, 2019**, unless sooner terminated pursuant to the terms of this Agreement."
3. "PAYMENTS BY COUNTY" **shall be amended by removing** "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$223,667" **and replacing it with** "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$447,667."
4. Except as provided herein, all other terms and conditions of the original AGREEMENT, as amended by this Amendment No. 1, shall remain in full force and effect.
6. A copy of this Amendment No. 1 shall be attached to the original AGREEMENT.

RECEIVED
JUN 20 2018
ADMIN OFFICE
MONTEREY COUNTY

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 6/19/18

CONTRACTOR*

Nossaman LLP
Contractor's Business Name

By: [Signature]
(Signature of Chair, President or Vice President)

Its: Brent Heberlee, Partner
(Name and Title)

Date: 6-13-18

Approved as to Form

By: [Signature]
Deputy County Counsel

Date: 6/15/18

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

Its: _____
(Name and Title)

Date: _____

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 6/18/18

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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

Amendment No. 2
County of Monterey Agreement for Professional Services with
Nossaman LLP for
State Legislative Advocacy &
Grant and Funding Advocacy Services

This Amendment No. 2 to the County of Monterey Agreement for Professional Services (hereinafter, "AMENDMENT") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), and Nossaman LLP (hereinafter, "CONTRACTOR").

Whereas the parties entered into an Agreement for Professional Services (hereinafter, "AGREEMENT"), on August 1, 2017; the AGREEMENT had an 11-month term and a total AGREEMENT amount that was not to exceed \$223,667; and the term of the AGREEMENT expired on June 30, 2018.

Whereas the parties renewed and entered into AMENDMENT NO. 1 to the AGREEMENT on July 1, 2018; the AMENDMENT NO. 1 had a term extension of 1-year and a total AGREEMENT amount not to exceed \$447,667, and the AGREEMENT will expire on June 30, 2019.

Whereas, the parties desire to amend the AGREEMENT as follows:

1. The AGREEMENT is amended and all of its provisions shall be deemed to have been in effect continuously since that time.
2. The AGREEMENT, Section 1.0 GENERAL DESCRIPTION, Subsection 1.01, shall be amended by removing "provide Federal legislative advocacy services."
3. The AGREEMENT, AMENDMENT NO. 1, Section 2.0 PAYMENT PROVISIONS, shall be amended by removing "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$447,667" and replacing it with "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$418,123.93."
4. The AGREEMENT, Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS, and Exhibit A, shall be amended by removing all references to federal legislative advocacy services and related federal legislative advocacy payment provisions.
4. Except as provided herein, all other terms and conditions of the original AGREEMENT and AMENDMENT NO. 1, as amended by this Amendment No. 2, shall remain in full force and effect.
6. A copy of this Amendment No. 2 shall be attached to the original AGREEMENT.

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Nossaman LLP
Contractor's Business Name

Date: _____

By: _____
(Signature of Chair, President or Vice President)

Its: _____
(Name and Title)

Date: _____

Approved as to Form

By: _____
Deputy County Counsel

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

Its: _____
(Name and Title)

Date: _____

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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

**Amendment No. 3
County of Monterey Agreement for Professional Services with
Nossaman LLP for
State Legislative Advocacy & Grant and Funding Advocacy Services**

This Amendment No. 3 to the County of Monterey Agreement for Professional Services (hereinafter, "AMENDMENT") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), and Nossaman LLP (hereinafter, "CONTRACTOR").

Whereas the parties entered into an Agreement for Professional Services (hereinafter, "AGREEMENT"), on August 1, 2017; the AGREEMENT had an 11-month term and a total AGREEMENT amount that was not to exceed \$223,667; and the term of the AGREEMENT expired on June 30, 2018.

Whereas the parties renewed and entered into AMENDMENT NO. 1 to the AGREEMENT on July 1, 2018; the AMENDMENT NO. 1 had a term extension of 1-year and a total AGREEMENT amount not to exceed \$447,667, and the AGREEMENT was set to expire on June 30, 2019.

Whereas the parties entered into AMENDMENT NO. 2 to the AGREEMENT on January 29, 2019; the AMENDMENT NO. 2 (1) amended Section 1.0 GENERAL DESCRIPTION, Subsection 1.01 by removing "provide Federal legislative advocacy services"; (2) amended Section 2.0 PAYMENT PROVISIONS to "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$418,123.93."; (3) amended Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS, and Exhibit A, by removing all references to federal legislative advocacy services and related federal legislative advocacy payment provisions; and (4) retained all other terms and conditions of the original AGREEMENT, AMENDMENT NOS. 1 & 2.

Whereas the parties wish to amend the AGREEMENT as follows:

1. The AGREEMENT, AMENDMENT NO. 2, Section 2.0 PAYMENT PROVISIONS, shall be amended by removing "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$418,123.93" and replacing it with "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$572,123.923".
2. The AGREEMENT, AMENDMENT NO. 2, Section 3.0 TERM OF AGREEMENT, shall be amended by removing "The term of this Agreement is from August 1, 2017 to June 30, 2019, unless sooner terminated pursuant to the terms of this Agreement," and replacing it with "The term of this Agreement is from August 1, 2017 to June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement."
3. Except as provided herein, all other terms and conditions of the original AGREEMENT, AMENDMENT NOS. 1 & 2 as amended by this Amendment No. 3, shall remain in full force and effect.
4. A copy of this Amendment No. 3 shall be attached to the original AGREEMENT, AMENDMENT NOS. 1 & 2.

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

CONTRACTOR*

Nossaman LLP
Contractor's Business Name

By: _____
(Signature of Chair, President or Vice President)

Its: _____
John Kennedy, Partner
(Name and Title)

Date: 06/05/2019

Approved as to Form

By: _____
Deputy County Counsel

Date: 6-14-19

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

Its: _____
(Name and Title)

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 6-18-19

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: 6-14-19

*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. 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. 4

County of Monterey Agreement for Professional Services with Nossaman LLP for State Legislative Advocacy & Grant and Funding Advocacy Services

This AMENDMENT NO. 4 to the County of Monterey Agreement for Professional Services (hereinafter, "AMENDMENT") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), and Nossaman LLP (hereinafter, "CONTRACTOR").

Whereas the parties entered into an Agreement for Professional Services (hereinafter, "AGREEMENT"), on August 1, 2017; the AGREEMENT had an 11-month term and a total AGREEMENT amount that was not to exceed \$223,667; and the term of the AGREEMENT expired on June 30, 2018.

Whereas the parties renewed and entered into AMENDMENT NO. 1 to the AGREEMENT on July 1, 2018; the AMENDMENT NO. 1 had a term extension of 1-year and a total AGREEMENT amount not to exceed \$447,667, and the AGREEMENT was set to expire on June 30, 2019.

Whereas the parties entered into AMENDMENT NO. 2 to the AGREEMENT on January 29, 2019; the AMENDMENT NO. 2 (1) amended Section 1.0 GENERAL DESCRIPTION, Subsection 1.01 by removing "provide Federal legislative advocacy services"; (2) amended Section 2.0 PAYMENT PROVISIONS to "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$418,123.93."; (3) amended Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS, and Exhibit A, by removing all references to federal legislative advocacy services and related federal legislative advocacy payment provisions; and (4) retained all other terms and conditions of the original AGREEMENT, AMENDMENT NOS. 1 & 2.

Whereas the parties renewed and entered into AMENDMENT NO. 3 to the AGREEMENT on July 1, 2019; the AMENDMENT NO. 3 had a term extension of 1-year and a total AGREEMENT amount not to exceed \$572,123.92, and the AGREEMENT was set to expire on June 30, 2020.

Whereas the parties wish to amend the AGREEMENT as follows:

1. The AGREEMENT, AMENDMENT NO. 3, Section 2.0 PAYMENT PROVISIONS, shall be amended by removing "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$572,123.92" and replacing it with "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$726,123.92".

2. The AGREEMENT, AMENDMENT NO. 3, Section 3.0 TERM OF AGREEMENT, shall be amended by removing "The term of this Agreement is from August 1, 2017 to June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement," and replacing it with "The term of this Agreement is from August 1, 2017 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement."
3. Except as provided herein, all other terms and conditions of the original AGREEMENT, AMENDMENT NOs. 1, 2 & 3 as amended by this AMENDMENT NO. 4, shall remain in full force and effect.
4. A copy of this AMENDMENT NO. 4 shall be attached to the original AGREEMENT, AMENDMENT NOs. 1, 2 & 3.

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

COUNTY OF MONTEREY

CONTRACTOR*

By: Debra Wilson, Contract Administration Supervisor
DocuSigned by: 7B741037AADD41B
 Contracts/Purchasing Officer

Nossaman LLP
 Contractor's Business Name

Date: 6/5/2020 | 2:53 PM PDT

By: _____
 (Signature of Chair, President or Vice President)

Approved as to Form

By: [Signature]
DocuSigned by: 6B914A084C324B4
 Deputy County Counsel

Its: _____
 (Name and Title)

Date: _____

Date: 6/5/2020 | 3:24 PM PDT

Approved as to Form

By: Robert I. Brayer
DocuSigned by: FBACA330647E453
 Deputy County Counsel

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

Its: _____
 (Name and Title)

Date: 6/5/2020 | 2:05 PM PDT

Date: _____

Approved as to Fiscal Provisions

By: Burcu Mousa
DocuSigned by: 817C333563BD474
 Auditor/Controller

Date: 6/5/2020 | 2:46 PM PDT

Approved as to Indemnity, Insurance Provisions

By: _____
 Risk Management

Date: _____

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

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

CONTRACTOR*

Nossaman LLP

By: _____
Contractor's Business Name
DocuSigned by:
Ashley Walker
30436B280D53456
(Signature of Chair, President or Vice President)

Its: Ashley Walker Senior Policy Advisor
(Name and Title)

Date: 6/8/2020 | 3:02 PM PDT

Approved as to Form

By: _____
Deputy County Counsel

Date: _____

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

Its: _____
(Name and Title)

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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



Monterey County Board of Supervisors

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

Board Order

Agreement Nos.: A-13633; A-13634 & A-13635

Upon motion of Supervisor Phillips, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

Approved and authorized recommendations from the Legislative Committee to:

- a. Award a Professional Services Agreement (Agreement) for RFP 10626 (Federal Legislative Advocacy Services, A-13633) to Nossaman LLP in an amount not to exceed \$82,500 for the period of August 1, 2017 to June 30, 2018; and authorize an exemption to the workers' compensation insurance requirements in the PSA;
- b. Award an Agreement for RFP 10627 (State Legislative Advocacy Services, A-13634) to Nossaman LLP in an amount not to exceed \$91,667 for the period of August 1, 2017 to June 30, 2018;
- c. Award an Agreement for RFP 10628 (Grant and Funding Advocacy Services, A-13635) to Nossaman LLP in an amount not to exceed \$49,500 for the period of August 1, 2017 to June 30, 2018;
- d. Approve and authorize the Contracts/Purchasing Officer to sign the County's standard Professional Service Agreements (PSAs) with Nossaman LLP for RFPs 10626, 10627, and 10628; and
- e. Authorize the Contracts/Purchasing Officer to extend these Agreements for up to three (3) additional one (1) year periods under the same scope of work and payment provisions included in the Agreements subject to budget approval.

PASSED AND ADOPTED this 18th day of July 2017, by the following vote, to wit:

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

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting July 18, 2017.

Dated: July 18, 2017
File ID: 17-0776

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Nossaman LLP
(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 Federal legislative advocacy services;
State legislative advocacy services; and
Grant and Funding Advocacy Services.

2.0 PAYMENT PROVISIONS.

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 223,663.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from August 1, 2017 to June 30, 2018, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and 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 Disclosure of Conflicts of Interest

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.

- 8.01 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.)

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 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:
Nicholas E. Chiulos, Assistant County Administrative Officer	Brent R. Heberlee, Partner
Name and Title	Name and Title
County of Monterey	Nossaman LLP
168 W. Alisal Street	1666 K Street NW, Suite 500
Salinas, CA 93901	Washington D.C. 20006
Address	Address
831-755-5145	202-887-1423
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: [Signature]
Contracts/Purchasing Officer

Date: 7-31-17

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: [Signature]
County Counsel

Date: 7/27/17

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 7-27-17

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Nossaman LLP

Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or
Vice-President)*

Brent Heberlee, Partner
Name and Title

Date: 7-26-17

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

Date: _____
Name and Title

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

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

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A

**TO
PROFESSIONAL SERVICE AGREEMENT
BETWEEN**

**MONTEREY COUNTY
COUNTY ADMINISTRATIVE OFFICE (CAO)
INTERGOVERNMENTAL & LEGISLATIVE AFFAIRS (IGLA) DIVISION
AND
NOSSAMAN LLP**

SCOPE OF SERVICES / PAYMENT PROVISIONS

A. SCOPE OF SERVICES:

- **Federal Legislative Advocacy Services;**
- **State Legislative Advocacy Services;**
- **Grant and Funding Advocacy Services.**

The CONTRACTOR shall provide on a timely basis services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below, and to other activities to which the parties in the future may agree:

- A.1 Proactive Intelligence Gathering & Reporting:** Exercise initiative to gather intelligence on emerging issues based on knowledge of the County's interests. Provide timely reports and advance notification to the Legislative Committee and IGLA staff.
- A.2 Identification & Review:** Proactively identify legislative, budget, and/or regulatory issues which may impact the County's current or future business interests. Provide information on identified issues to IGLA staff and department experts for review.
- A.3 Position, Strategy & Action Recommendations:** Make recommendations on legislative, budget, and regulatory issues of interest to the County related to County positions, political/technical strategies, and proactive actions.
- A.4 Take Action & Advocate on Behalf of Monterey County:** Execute position, strategy and action recommendations, and advocate County positions to the Administration, legislators, legislative committees, or Federal/State agencies as directed by the Board of Supervisors and the Legislative Committee.
- A.5 Legislative Committee Meetings – Participation, Reports, Follow-up Actions:**
- i. **Weekly Conference Calls:** Participate in weekly conference calls with IGLA staff and assist in the development of Legislative Committee meeting agendas.
 - ii. **Legislative Committee Meetings:** Participate in all Legislative Committee meetings, in their entirety, via teleconference or in person unless otherwise approved by the Committee Chair and IGLA staff.
 - iii. **Legislative Committee Reports:** Provide a written memo for inclusion in the Legislative Committee agenda packet, and verbally report to the Committee on agenda items and advocacy efforts undertaken on behalf of the County.
 - iv. **Follow-Up Actions:** Follow-up as appropriate on all research and action items requested by the Legislative Committee and IGLA staff.

- A.6 Bill/Issues Track:** Monitor Federal/State legislative, budget, regulatory, and other issues of interest to the County. Regularly provide a bill/issues track of activities to the Legislative Committee and IGLA staff, which includes: 1) a bill/issue summary; 2) bill/issue status; 3) County position; and 4) status/actions to date.
- A.7 Research, Analysis & Reports:** Provide comprehensive research, in-depth analysis, and verbal and written reports on matters identified within the Legislative Program, or as requested by the Legislative Committee or IGLA staff on:
- i. Legislative proposals;
 - ii. Executive, budget, regulatory, and rulemaking proposals/programs with potential fiscal or policy impacts to the County;
 - iii. Emerging Federal/State issues;
 - iv. Qualified ballot initiatives scheduled to come before the California electorate.
- A.8 Dedicated Staff:** Provide professional, experienced, senior level staff dedicated to the County whose primary responsibility is to respond to requests for:
- i. Legislative reports, analyses, and research.
 - ii. Intelligence gathering, strategic advisement.
 - iii. Draft letters, talking points, or other briefing materials articulating County positions.
 - iv. Other items as requested.

CONTRACTOR has designated Brent Heberlee, Jennifer Capitolo and Ashley Walker as the primary staff assigned to services described herein. CONTRACTOR will provide such other additional staff of similar qualifications, as deemed necessary to carry out its obligations pursuant to this Agreement.

- A.9 Outreach – Expanding Monterey County’s Presence:** Elevate the County’s presence in Washington D.C. and Sacramento, CA.
- A.10 Meeting Attendance in Monterey County/California:** Attend meetings of the Board of Supervisors, Legislative Committee, or other meetings as requested by the Legislative Committee or IGLA staff in Monterey County/California. The County does not provide reimbursement for travel related or other expenses.
- A.11 Meeting & Scheduling Assistance:** Assist the County in scheduling meetings with elected officials, administrative, legislative, agency staff, or others as requested. Provide support to County Supervisors and staff participating in these meetings. Provide technical, political and strategic advice to participants providing testimony or appearing in legislative, executive or regulatory forums.
- A.12 Development of Legislative Program:** Assist the County in the annual development and implementation of the Legislative Program.
- A.13 Development of Strategic Grant Services Program – Work Plan:** Assist the County in the annual development and implementation of the Strategic Grant Services Program – Work Plan, which identifies priority projects, funding opportunities, timing, and probability of securing funding.
- A.14 Advance Notice of Grant Funding Opportunities:** Provide timely updates regarding upcoming grant opportunities.

- A.15 Grant Requests:** Provide Monterey County with assistance, advice and guidance regarding submission of state grant requests, assist in preparing submissions, letters of support, and other supporting materials, advocate with relevant members and staff for County funding priorities, communicate with relevant committees, staff and members to keep the County apprised of the status of these submissions.
- A.15 Advance Notice of Grant Funding Opportunities:** Provide timely updates regarding upcoming grant opportunities.
- A.16 Advance Work with Grant Making Organizations:** Meet with grant making organizations to review County project eligibility.
- A.17 Expert Assistance on Priority Projects for Grant Funding:** Meet with County representatives regarding priority projects. Thoroughly discuss the projects and gauge competitiveness of applications for identified grant programs.
- A.18 Support for Grant Application Submissions:** Review County grant applications and related materials, and provide feedback and expertise on approach. The number of projects engaged in will depend on the timing of grant program submission deadlines and level of engagement needed in the application development process.
- A.19 Provide Strategic Advice and Project Support:** Provide political and strategic advice on gathering appropriate support letters for County grant applications. Facilitate support letters from elected officials.
- A.20 Facilitate Communication:** Maintain regular communication with representatives from the County and the grant making organizations regarding the progress of the grant review process.
- A.21 Follow-up/Reporting:** Advise the County on necessary grant application follow-up paperwork and reporting once grant funds have been secured.
- A.22 Annual Report:** Prepare an annual report of activities undertaken on behalf of the County for submission to the Legislative Committee and Board of Supervisors.
- A.23 Coalition Building:** When so directed, work with interest groups, associations, agencies, and others to develop a coalition of interest in support of County objectives.
- A.24 Intelligence Gathering – Political Climate:** Assist the County in gathering intelligence and analyzing the political climate to develop and implement an effective legislative program in the furtherance of County interests.
- A.25 Participate in Association & Industry Activities:** Participate in association and industry activities/meetings on behalf of the County, including but not limited to: the California State Association of Counties (CSAC); and National Association of Counties (NACo).
- A.26 Prepare & File Reports:** Prepare and file quarterly Fair Political Practices Commission (FPPC) reports in compliance with State law.
- A.27 Deliverables, Reports & Deadlines:** Submission deadlines for all reports referenced in this scope of work will be jointly developed by IGLA staff and CONTRACTOR.

B. COMPENSATION / PAYMENT

The COUNTY shall pay an amount not to exceed \$223,416 for this eleven (11) month contract 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:

- \$20,333 billed monthly for the following services:
 - \$7,500 billed monthly for federal legislative advocacy services.
 - \$8,333 billed monthly for state legislative advocacy services.
 - \$4,500 billed monthly for grant and funding advocacy services.

If authorized by approval of the Monterey County Board of Supervisors, this Agreement may be renewed under the same terms and conditions, including compensation, for up to three (3) additional one (1) year periods, subject to budget approval.

The COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the 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 the COUNTY.

The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT B

**TO
PROFESSIONAL SERVICE AGREEMENT
BETWEEN**

**MONTEREY COUNTY
COUNTY ADMINISTRATIVE OFFICE (CAO)
INTERGOVERNMENTAL & LEGISLATIVE AFFAIRS (IGLA) DIVISION
AND
NOSSAMAN LLP**

DISCLOSURE OF CONFLICTS OF INTEREST

A. DISCLOSURE OF CONFLICTS OF INTEREST

The COUNTY recognizes that the CONTRACTOR has other clients for which it performs services similar to those provided for in this contract, and the interests of the CONTRACTOR's other clients may conflict with the interests of the COUNTY. When such conflicts of interest arise, the CONTRACTOR agrees to inform the COUNTY of the conflict, or potential conflict, immediately, and the CONTRACTOR agrees that it shall not take any action on behalf of the COUNTY or such other clients without the consent of the COUNTY.

AMENDMENT No. 1
County of Monterey Agreement for Professional Services with
Nossaman LLP for
Federal and State Legislative Advocacy &
Grant and Funding Advocacy Services

This Amendment No. 1 to the County of Monterey Agreement for Professional Services (hereinafter, "AMENDMENT") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), and Nossaman LLP (hereinafter, "CONTRACTOR").

Whereas the parties entered into an Agreement for Professional Services (hereinafter, "AGREEMENT"), on August 1, 2017; the AGREEMENT had an 11-month term and a total AGREEMENT amount that was not to exceed \$223,667; and the term of the AGREEMENT runs through June 30, 2018.

Whereas, the parties desire to amend the AGREEMENT as follows:

1. The AGREEMENT is amended and all of its provisions shall be deemed to have been in effect continuously since that time.
2. The term of the AGREEMENT, **shall be amended by removing** "The term of this Agreement is from **August 1, 2017 to June 30, 2018**, unless sooner terminated pursuant to the terms of this Agreement," **and replacing it with** "The term of this Agreement is from **August 1, 2017 to June 30, 2019**, unless sooner terminated pursuant to the terms of this Agreement."
3. "PAYMENTS BY COUNTY" **shall be amended by removing** "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$223,667" **and replacing it with** "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$447,667."
4. Except as provided herein, all other terms and conditions of the original AGREEMENT, as amended by this Amendment No. 1, shall remain in full force and effect.
6. A copy of this Amendment No. 1 shall be attached to the original AGREEMENT.

RECEIVED
JUN 20 2018
ADMIN OFFICE
MONTEREY COUNTY

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 6/19/18

Approved as to Form

By: [Signature]
Deputy County Counsel

Date: 6/15/18

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 6/18/18

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR*

Nossaman LLP
Contractor's Business Name

By: [Signature]
(Signature of Chair, President or Vice President)

Its: Brent Heberlee, Partner
(Name and Title)

Date: 6-13-18

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

Its: _____
(Name and Title)

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. 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
County of Monterey Agreement for Professional Services with
Nossaman LLP for
State Legislative Advocacy &
Grant and Funding Advocacy Services**

This Amendment No. 2 to the County of Monterey Agreement for Professional Services (hereinafter, "AMENDMENT") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), and Nossaman LLP (hereinafter, "CONTRACTOR").

Whereas the parties entered into an Agreement for Professional Services (hereinafter, "AGREEMENT"), on August 1, 2017; the AGREEMENT had an 11-month term and a total AGREEMENT amount that was not to exceed \$223,667; and the term of the AGREEMENT expired on June 30, 2018.

Whereas the parties renewed and entered into AMENDMENT NO. 1 to the AGREEMENT on July 1, 2018; the AMENDMENT NO. 1 had a term extension of 1-year and a total AGREEMENT amount not to exceed \$447,667, and the AGREEMENT will expire on June 30, 2019.

Whereas, the parties desire to amend the AGREEMENT as follows:

1. The AGREEMENT is amended and all of its provisions shall be deemed to have been in effect continuously since that time.
2. The AGREEMENT, Section 1.0 GENERAL DESCRIPTION, Subsection 1.01, shall be amended by removing "provide Federal legislative advocacy services."
3. The AGREEMENT, AMENDMENT NO. 1, Section 2.0 PAYMENT PROVISIONS, shall be amended by removing "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$447,667" and replacing it with "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$418,123.93."
4. The AGREEMENT, Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS, and Exhibit A, shall be amended by removing all references to federal legislative advocacy services and related federal legislative advocacy payment provisions.
4. Except as provided herein, all other terms and conditions of the original AGREEMENT and AMENDMENT NO. 1, as amended by this Amendment No. 2, shall remain in full force and effect.
6. A copy of this Amendment No. 2 shall be attached to the original AGREEMENT.

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Nossaman LLP
Contractor's Business Name

Date: _____

By: _____
(Signature of Chair, President or Vice President)

Its: _____
(Name and Title)

Date: _____

Approved as to Form

By: _____
Deputy County Counsel

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

Its: _____
(Name and Title)

Date: _____

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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

**Amendment No. 3
County of Monterey Agreement for Professional Services with
Nossaman LLP for
State Legislative Advocacy & Grant and Funding Advocacy Services**

This Amendment No. 3 to the County of Monterey Agreement for Professional Services (hereinafter, "AMENDMENT") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), and Nossaman LLP (hereinafter, "CONTRACTOR").

Whereas the parties entered into an Agreement for Professional Services (hereinafter, "AGREEMENT"), on August 1, 2017; the AGREEMENT had an 11-month term and a total AGREEMENT amount that was not to exceed \$223,667; and the term of the AGREEMENT expired on June 30, 2018.

Whereas the parties renewed and entered into AMENDMENT NO. 1 to the AGREEMENT on July 1, 2018; the AMENDMENT NO. 1 had a term extension of 1-year and a total AGREEMENT amount not to exceed \$447,667, and the AGREEMENT was set to expire on June 30, 2019.

Whereas the parties entered into AMENDMENT NO. 2 to the AGREEMENT on January 29, 2019; the AMENDMENT NO. 2 (1) amended Section 1.0 GENERAL DESCRIPTION, Subsection 1.01 by removing "provide Federal legislative advocacy services"; (2) amended Section 2.0 PAYMENT PROVISIONS to "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$418,123.93."; (3) amended Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS, and Exhibit A, by removing all references to federal legislative advocacy services and related federal legislative advocacy payment provisions; and (4) retained all other terms and conditions of the original AGREEMENT, AMENDMENT NOS. 1 & 2.

Whereas the parties wish to amend the AGREEMENT as follows:

1. The AGREEMENT, AMENDMENT NO. 2, Section 2.0 PAYMENT PROVISIONS, shall be amended by removing "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$418,123.93" and replacing it with "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$572,123.923".
2. The AGREEMENT, AMENDMENT NO. 2, Section 3.0 TERM OF AGREEMENT, shall be amended by removing "The term of this Agreement is from August 1, 2017 to June 30, 2019, unless sooner terminated pursuant to the terms of this Agreement," and replacing it with "The term of this Agreement is from August 1, 2017 to June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement."
3. Except as provided herein, all other terms and conditions of the original AGREEMENT, AMENDMENT NOS. 1 & 2 as amended by this Amendment No. 3, shall remain in full force and effect.
4. A copy of this Amendment No. 3 shall be attached to the original AGREEMENT, AMENDMENT NOS. 1 & 2.

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Date: _____

Nossaman LLP
Contractor's Business Name

By: _____
(Signature of Chair, President or Vice President)

Its: _____
John Kennedy, Partner
(Name and Title)

Date: 06/05/2019

Approved as to Form

By: _____
Deputy County Counsel

Date: 6-14-19

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

Its: _____
(Name and Title)

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 6-18-19

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: 6-14-19

*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. 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. 4

County of Monterey Agreement for Professional Services with Nossaman LLP for State Legislative Advocacy & Grant and Funding Advocacy Services

This AMENDMENT NO. 4 to the County of Monterey Agreement for Professional Services (hereinafter, "AMENDMENT") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), and Nossaman LLP (hereinafter, "CONTRACTOR").

Whereas the parties entered into an Agreement for Professional Services (hereinafter, "AGREEMENT"), on August 1, 2017; the AGREEMENT had an 11-month term and a total AGREEMENT amount that was not to exceed \$223,667; and the term of the AGREEMENT expired on June 30, 2018.

Whereas the parties renewed and entered into AMENDMENT NO. 1 to the AGREEMENT on July 1, 2018; the AMENDMENT NO. 1 had a term extension of 1-year and a total AGREEMENT amount not to exceed \$447,667, and the AGREEMENT was set to expire on June 30, 2019.

Whereas the parties entered into AMENDMENT NO. 2 to the AGREEMENT on January 29, 2019; the AMENDMENT NO. 2 (1) amended Section 1.0 GENERAL DESCRIPTION, Subsection 1.01 by removing "provide Federal legislative advocacy services"; (2) amended Section 2.0 PAYMENT PROVISIONS to "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$418,123.93."; (3) amended Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS, and Exhibit A, by removing all references to federal legislative advocacy services and related federal legislative advocacy payment provisions; and (4) retained all other terms and conditions of the original AGREEMENT, AMENDMENT NOS. 1 & 2.

Whereas the parties renewed and entered into AMENDMENT NO. 3 to the AGREEMENT on July 1, 2019; the AMENDMENT NO. 3 had a term extension of 1-year and a total AGREEMENT amount not to exceed \$572,123.92, and the AGREEMENT was set to expire on June 30, 2020.

Whereas the parties wish to amend the AGREEMENT as follows:

1. The AGREEMENT, AMENDMENT NO. 3, Section 2.0 PAYMENT PROVISIONS, shall be amended by removing "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$572,123.92" and replacing it with "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$726,123.92".

2. The AGREEMENT, AMENDMENT NO. 3, Section 3.0 TERM OF AGREEMENT, shall be amended by removing "The term of this Agreement is from August 1, 2017 to June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement," and replacing it with "The term of this Agreement is from August 1, 2017 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement."
3. Except as provided herein, all other terms and conditions of the original AGREEMENT, AMENDMENT NOs. 1, 2 & 3 as amended by this AMENDMENT NO. 4, shall remain in full force and effect.
4. A copy of this AMENDMENT NO. 4 shall be attached to the original AGREEMENT, AMENDMENT NOs. 1, 2 & 3.

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

COUNTY OF MONTEREY

CONTRACTOR*

DocuSigned by:
By: Debra Wilson, Contract Administration Supervisor
7B741037AADD41B
387912E0F019429
Contracts/Purchasing Officer

Nossaman LLP
Contractor's Business Name

Date: 6/5/2020 | 2:53 PM PDT By: 6/5/2020 | 3:00 PM PDT

(Signature of Chair, President or Vice President)

Approved as to Form

DocuSigned by:
By: [Signature]
6B914A084C324B4
Deputy County Counsel

Its: _____

(Name and Title)

Date: _____

Date: 6/5/2020 | 3:24 PM PDT

Approved as to Form

DocuSigned by:
By: Robert I. Brayer
FBACA330647E453
Deputy County Counsel

By: _____

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

Its: _____

(Name and Title)

Date: 6/5/2020 | 2:05 PM PDT

Date: _____

Approved as to Fiscal Provisions

DocuSigned by:
By: Burcu Moua
817C333563BD474
Auditor/Controller

Date: 6/5/2020 | 2:46 PM PDT

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

CONTRACTOR*

Nossaman LLP

By: _____
Contractor's Business Name
DocuSigned by:
Ashley Walker
30436B280D53456
(Signature of Chair, President or Vice President)

Its: Ashley Walker Senior Policy Advisor
(Name and Title)

Date: 6/8/2020 | 3:02 PM PDT

Approved as to Form

By: _____
Deputy County Counsel

Date: _____

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

Its: _____
(Name and Title)

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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

Amendment No. 3

County of Monterey Agreement for Professional Services with Ballard Spahr LLP for Federal Legislative Advocacy Services

This AMENDMENT NO. 3 to the County of Monterey Agreement for Professional Services (hereinafter, "AMENDMENT") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), and Ballard Spahr LLP (hereinafter, "CONTRACTOR").

Whereas, the parties entered into an Agreement for Professional Services (hereinafter, "AGREEMENT"), on January 29, 2019 with a 5-month term ending on June 30, 2019, and a total AGREEMENT amount not to exceed \$29,731.19; and,

Whereas, the parties renewed and amended the AGREEMENT from time-to-time to extend the Agreement and increase the contract amount not to exceed;

Whereas, the parties desire to further amend the AGREEMENT to increase the amount not to exceed, adjust the monthly fee for federal legislative advocacy services, and extend the term; NOW, THEREFORE,

The parties agree to amend the AGREEMENT effective March 1, 2021, as follows:

1. Section 2.0 PAYMENT PROVISIONS, shall be amended by removing "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$169,731.69" and replacing it with "The total amount payable by the County to CONTRACTOR under this Agreement shall be increased by the amount of \$84,000 for a total contract amount not exceed the sum of \$253,731.69."
2. Section 3.0 TERM OF AGREEMENT, shall be amended by removing "The term of this Agreement is from January 29, 2019 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement," and replacing it with "The term of this Agreement is from January 29, 2019 to June 30, 2022, unless sooner terminated pursuant to the terms of this Agreement."
3. Exhibit A, Section B to the AGREEMENT is amended to remove "\$5,833.33 billed monthly for federal legislative advocacy services" and replacing it with "Effective March 1, 2021, \$6,708.33 billed monthly for federal legislative advocacy services."
4. Except as provided herein, all other terms and conditions of the original AGREEMENT and AMENDMENT Nos. 1 and 2, as amended by this AMENDMENT NO. 3, shall remain in full force and effect.
5. A copy of this AMENDMENT NO. 3 shall be attached to the original AGREEMENT and AMENDMENT Nos. 1 and 2.

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

COUNTY OF MONTEREY

By: Michael R. Derr
DocuSigned by: 367942E6F649429...
 Contracts/Purchasing Officer

Date: 2/12/2021 | 1:40 PM PST

Approved as to Form

By: Les Girard
DocuSigned by: 2EF8DC76EE5547E...
 County Counsel

Date: 2/12/2021 | 1:30 PM PST

Approved as to Fiscal Provisions

By: Gary Giboney
DocuSigned by: D3834BFEC1D8449...
 Auditor/Controller

Date: 2/12/2021 | 1:25 PM PST

Approved as to Indemnity, Insurance Provisions

By: _____
 Risk Management

Date: _____

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

CONTRACTOR*

Ballard Spahr LLP

By: Brent Heberlee
DocuSigned by: BB8C440F0F2F45A...
 Contractor's Business Name
 (Signature of Chair, President or Vice President)

Its: Brent Heberlee Attorney at Law
 (Name and Title)

Date: 2/12/2021 | 12:47 PM PST

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

Its: _____
 (Name and Title)

Date: _____



Monterey County Board of Supervisors

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

Board Order

Upon motion of Supervisor Alejo, seconded by Supervisor Adams and carried by those members present, the Board of Supervisors hereby:

- a. **Agreement No.: A-14226** / Approved a recommendation from the Legislative Committee to adopt Amendment No. 2 to the Professional Services Agreement with Nossaman LLP to remove the provision of Federal Legislative Advocacy Services from the Agreement effective January 29, 2019 and reduce the not to exceed payment for this portion of the Agreement from \$70,000 for FY 2018-19 to a prorated amount of \$40,456.92 and authorize the Contracts Purchasing Officer to execute Amendment No. 2;
- b. **Agreement No.: A-14227** / Approved a recommendation from the Legislative Committee to enter into a Professional Services Agreement for Federal Legislative Advocacy Services with Ballard Spahr LLP in an amount not to exceed \$29,731.19 (a prorated amount of \$70,000 for FY 2018-19) for the period of January 29, 2019 to June 30, 2019;
- c. **Agreement No.: A-14228** / Authorized the Contracts/Purchasing Officer to sign the County's standard Professional Service Agreement with Ballard Spahr LLP with an exemption to the workers' compensation insurance requirements;
- d. Authorized the Contracts/Purchasing Officer to extend the Agreement with Ballard Spahr LLP for up to two (2) additional one (1) year periods under the same scope of work and non-prorated payment provisions included in the Agreement subject to budget approval.

PASSED AND ADOPTED on this 29th day of January 2019, by the following vote, to wit:

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

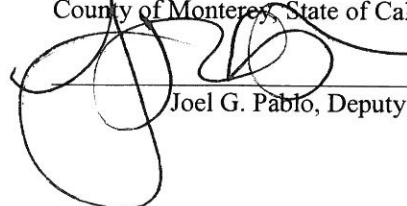
NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting January 29, 2019.

Dated: January 30, 2019
File ID: 19-1275

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



Joel G. Pablo, Deputy

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:

Ballard Spahr LLP

(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 Federal Legislative Advocacy Services

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 \$ 29,731.19

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from January 29, 2019 to June 30, 2019, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

- 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 Disclosure of Conflicts of Interest

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:
Nicholas E. Chiulos, Assistant CAO	Brent R. Heberlee
Name and Title	Name and Title
County of Monterey 168 W. Alisal Street, 3rd Floor Salinas, CA 93901	Ballard Spahr LLP 1909 K Street, NW, 12th Floor Washington D.C. 20006
Address	Address
831-755-5145	202-661-2249
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: _____

1-3-19

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form¹

By: _____

County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____

Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____

Risk Management

Date: _____

CONTRACTOR

Ballard Spahr LLP

Contractor's Business Name*

By: _____

(Signature of Chair, President, or Vice-President)*

Tim Jenkins, Partner

Name and Title

Date: _____

1-16-19

By: _____

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

Name and Title

Date: _____

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

EXHIBIT A

TO PROFESSIONAL SERVICE AGREEMENT BETWEEN

MONTEREY COUNTY
COUNTY ADMINISTRATIVE OFFICE - INTERGOVERNMENTAL & LEGISLATIVE AFFAIRS DIVISION
AND
BALLARD SPAHR LLP

SCOPE OF SERVICES / PAYMENT PROVISIONS

A. SCOPE OF SERVICES:

- **Federal Legislative Advocacy Services**

The CONTRACTOR shall provide on a timely basis services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below, and to other activities to which the parties in the future may agree:

- A.1 Proactive Intelligence Gathering & Reporting:** Exercise initiative to gather intelligence on emerging issues based on knowledge of the County's interests. Provide timely reports and advance notification to the Legislative Committee and IGLA staff.
- A.2 Identification & Review:** Proactively identify legislative, budget, and/or regulatory issues which may impact the County's current or future business interests. Provide information on identified issues to IGLA staff and department experts for review.
- A.3 Position, Strategy & Action Recommendations:** Make recommendations on legislative, budget, and regulatory issues of interest to the County related to County positions, political/technical strategies, and proactive actions.
- A.4 Take Action & Advocate on Behalf of Monterey County:** Execute position, strategy and action recommendations, and advocate County positions to the Administration, legislators, legislative committees, or Federal agencies as directed by the Board of Supervisors and the Legislative Committee.
- A.5 Legislative Committee Meetings – Participation, Reports, Follow-up Actions:**
- i. **Weekly Conference Calls:** Participate in weekly conference calls with IGLA staff and assist in the development of Legislative Committee meeting agendas.
 - ii. **Legislative Committee Meetings:** Participate in all Legislative Committee meetings, in their entirety, via teleconference or in person unless otherwise approved by the Committee Chair and IGLA staff.
 - iii. **Legislative Committee Reports:** Provide a written memo for inclusion in the Legislative Committee agenda packet, and verbally report to the Committee on agenda items and advocacy efforts undertaken on behalf of the County.
 - iv. **Follow-Up Actions:** Follow-up as appropriate on all research and action items requested by the Legislative Committee and IGLA staff.
- A.6 Bill/Issues Track:** Monitor Federal legislative, budget, regulatory, and other issues of interest to the County. Regularly provide a bill/issues track of activities to the Legislative Committee and IGLA staff, which includes: 1) a bill/issue summary; 2) bill/issue status; 3) County position; and 4) status/actions to date.

- A.7 Research, Analysis & Reports:** Provide comprehensive research, in-depth analysis, and verbal and written reports on matters identified within the Legislative Program, or as requested by the Legislative Committee or IGLA staff on:
- i. Legislative proposals;
 - ii. Executive, budget, regulatory, and rulemaking proposals/programs with potential fiscal or policy impacts to the County;
 - iii. Emerging Federal issues;
- A.8 Dedicated Staff:** Provide professional, experienced, senior level staff dedicated to the County whose primary responsibility is to respond to requests for:
- i. Legislative reports, analyses, and research.
 - ii. Intelligence gathering, strategic advisement.
 - iii. Draft letters, talking points, or other briefing materials articulating County positions.
 - iv. Other items as requested.

CONTRACTOR has designated Brent Heberlee as the primary staff assigned to services described herein. CONTRACTOR will provide such other additional staff of similar qualifications, as deemed necessary to carry out its obligations pursuant to this Agreement.

- A.9 Outreach – Expanding Monterey County’s Presence:** Elevate the County’s presence in Washington D.C.
- A.10 Meeting Attendance in Monterey County/California:** Attend meetings of the Board of Supervisors, Legislative Committee, or other meetings as requested by the Legislative Committee or IGLA staff in Monterey County/California. The County does not provide reimbursement for travel related or other expenses.
- A.11 Meeting & Scheduling Assistance:** Assist the County in scheduling meetings with elected officials, administrative, legislative, agency staff, or others as requested. Provide support to County Supervisors and staff participating in these meetings. Provide technical, political and strategic advice to participants providing testimony or appearing in legislative, executive or regulatory forums.
- A.12 Development of Legislative Program:** Assist the County in the annual development and implementation of the Legislative Program.
- A.13 Provide Strategic Advice and Project Support:** Provide political and strategic advice on gathering appropriate support letters for County grant applications. Facilitate support letters from elected officials.
- A.14 Annual Report:** Prepare an annual report of activities undertaken on behalf of the County for submission to the Legislative Committee and Board of Supervisors.
- A.15 Coalition Building:** When so directed, work with interest groups, associations, agencies, and others to develop a coalition of interest in support of County objectives.
- A.16 Intelligence Gathering – Political Climate:** Assist the County in gathering intelligence and analyzing the political climate to develop and implement an effective legislative program in the furtherance of County interests.

- A.17 Participate in Association & Industry Activities:** Participate in association and industry activities/meetings on behalf of the County, including but not limited to: the National Association of Counties (NACo).
- A.18 Prepare & File Reports:** Prepare and file reports in compliance with the Lobbying Disclosure Act.
- A.19 Deliverables, Reports & Deadlines:** Submission deadlines for all reports referenced in this scope of work will be jointly developed by IGLA staff and CONTRACTOR.

B. COMPENSATION / PAYMENT

The COUNTY shall pay an amount not to exceed \$29,731.19 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:

- \$5,833.33 billed monthly for federal legislative advocacy services.

If authorized by approval of the Monterey County Board of Supervisors, this Agreement may be renewed under the same terms and conditions, including compensation, for up to two (2) additional one (1) year periods, subject to budget approval.

The COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the 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 the COUNTY.

The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT B

TO PROFESSIONAL SERVICE AGREEMENT BETWEEN

**MONTEREY COUNTY
COUNTY ADMINISTRATIVE OFFICE - INTERGOVERNMENTAL & LEGISLATIVE AFFAIRS DIVISION
AND
BALLARD SPAHR LLP**

DISCLOSURE OF CONFLICTS OF INTEREST

A. DISCLOSURE OF CONFLICTS OF INTEREST

The COUNTY recognizes that the CONTRACTOR has other clients for which it performs services similar to those provided for in this contract, and the interests of the CONTRACTOR's other clients may conflict with the interests of the COUNTY. When such conflicts of interest arise, the CONTRACTOR agrees to inform the COUNTY of the conflict, or potential conflict, immediately, and the CONTRACTOR agrees that it shall not take any action on behalf of the COUNTY or such other clients without the consent of the COUNTY.

Amendment No. 2
County of Monterey Agreement for Professional Services with
Nossaman LLP for
State Legislative Advocacy &
Grant and Funding Advocacy Services

This Amendment No. 2 to the County of Monterey Agreement for Professional Services (hereinafter, "AMENDMENT") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), and Nossaman LLP (hereinafter, "CONTRACTOR").

Whereas the parties entered into an Agreement for Professional Services (hereinafter, "AGREEMENT"), on August 1, 2017; the AGREEMENT had an 11-month term and a total AGREEMENT amount that was not to exceed \$223,667; and the term of the AGREEMENT expired on June 30, 2018.

Whereas the parties renewed and entered into AMENDMENT NO. 1 to the AGREEMENT on July 1, 2018; the AMENDMENT NO. 1 had a term extension of 1-year and a total AGREEMENT amount not to exceed \$447,667, and the AGREEMENT will expire on June 30, 2019.

Whereas, the parties desire to amend the AGREEMENT as follows:

1. The AGREEMENT is amended and all of its provisions shall be deemed to have been in effect continuously since that time.
2. The AGREEMENT, Section 1.0 GENERAL DESCRIPTION, Subsection 1.01, shall be amended by removing "provide Federal legislative advocacy services."
3. The AGREEMENT, AMENDMENT NO. 1, Section 2.0 PAYMENT PROVISIONS, shall be amended by removing "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$447,667" and replacing it with "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$418,123.93."
4. The AGREEMENT, Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS, and Exhibit A, shall be amended by removing all references to federal legislative advocacy services and related federal legislative advocacy payment provisions.
4. Except as provided herein, all other terms and conditions of the original AGREEMENT and AMENDMENT NO. 1, as amended by this Amendment No. 2, shall remain in full force and effect.
6. A copy of this Amendment No. 2 shall be attached to the original AGREEMENT.

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 1-31-19

CONTRACTOR*

Nossaman LLP
Contractor's Business Name

By: [Signature]
(Signature of Chair, President or Vice President)

Its: FRED DOMBO
(Name and Title)

Date: 1/16/19

Approved as to Form

By: _____
Deputy County Counsel

Date: _____

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

Its: _____
(Name and Title)

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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



January 16, 2019

County of Monterey
Contract/Purchasing Division
168 West Alisal Street
3rd Floor
Salinas, CA 93901

To Whom It May Concern:

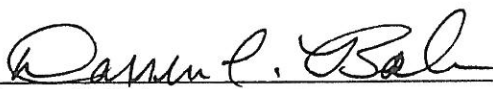
CONFIRMATION OF INSURANCE

We hereby confirm that Ballard Spahr LLP has Professional Liability Coverage under Policy ALA#1157 with limits of liability not less than \$1,000,000 per claim and \$2,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The Policy effective date is from January 1, 2019 to January 1, 2020.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,
A RISK RETENTION GROUP**

By: 
Darren C. Baker
Assistant Director of Underwriting

Date: 1/16/19

311 S. Wacker Drive, Suite 5700
Chicago, IL 60606-6629
tel 312.697.6900
fax 312.697.6901

alas.com



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/16/2019

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 Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
INSURED Ballard Spahr LLP 1735 Market Street 51st Floor Philadelphia PA 19103 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Federal Insurance Company	
	20281	
	INSURER B: Pacific Indemnity Co	
	20346	
INSURER C: Great Northern Insurance Co.		
20303		
INSURER D:		
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570074817082**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prod-Comp/Ops Incl in Genl Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			35287093	01/01/2019	01/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7317-03-45	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	2071617133	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 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)

The County of Monterey, its agents, officers and employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Auto Liability policies. Above mentioned policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of the County of Monterey, its agents, officers and employees in accordance with the policy provisions of the above mentioned policies. For the above mentioned coverages, if the carrier should cancel the above policy for any reason, other than non-payment of premium, they will notify the person(s) or organization(s) shown below at least 30 days in advance of the cancellation date. Any failure to notify such person(s) or organization(s) will not: 1. impose

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey Contract/Purchasing Division 168 West Alisal Street, 3rd Floor Salinas, CA 93901 USA	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 <i>Aon Risk Services Central Inc.</i>

Certificate No : 570074817082



AGENCY CUSTOMER ID: 10756491

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Ballard Spahr LLP	
POLICY NUMBER See Certificate Number: 570074817082			
CARRIER See Certificate Number: 570074817082	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

any liability or obligation of any kind upon the carrier; or 2. invalidate such cancellation. All other terms and conditions remain unchanged.



Monterey County Board of Supervisors

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

Board Order

Agreement Nos.: A-13633; A-13634 & A-13635

Upon motion of Supervisor Phillips, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

Approved and authorized recommendations from the Legislative Committee to:

- a. Award a Professional Services Agreement (Agreement) for RFP 10626 (Federal Legislative Advocacy Services, A-13633) to Nossaman LLP in an amount not to exceed \$82,500 for the period of August 1, 2017 to June 30, 2018; and authorize an exemption to the workers' compensation insurance requirements in the PSA;
- b. Award an Agreement for RFP 10627 (State Legislative Advocacy Services, A-13634) to Nossaman LLP in an amount not to exceed \$91,667 for the period of August 1, 2017 to June 30, 2018;
- c. Award an Agreement for RFP 10628 (Grant and Funding Advocacy Services, A-13635) to Nossaman LLP in an amount not to exceed \$49,500 for the period of August 1, 2017 to June 30, 2018;
- d. Approve and authorize the Contracts/Purchasing Officer to sign the County's standard Professional Service Agreements (PSAs) with Nossaman LLP for RFPs 10626, 10627, and 10628; and
- e. Authorize the Contracts/Purchasing Officer to extend these Agreements for up to three (3) additional one (1) year periods under the same scope of work and payment provisions included in the Agreements subject to budget approval.

PASSED AND ADOPTED this 18th day of July 2017, by the following vote, to wit:

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

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting July 18, 2017.

Dated: July 18, 2017
File ID: 17-0776

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Nossaman LLP
(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 Federal legislative advocacy services;
State legislative advocacy services; and
Grant and Funding Advocacy Services.

2.0 PAYMENT PROVISIONS.

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 223,663.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from August 1, 2017 to June 30, 2018, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and 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 Disclosure of Conflicts of Interest

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.

- 8.01 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.)

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 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:
Nicholas E. Chiulos, Assistant County Administrative Officer	Brent R. Heberlee, Partner
Name and Title	Name and Title
County of Monterey	Nossaman LLP
168 W. Alisal Street	1666 K Street NW, Suite 500
Salinas, CA 93901	Washington D.C. 20006
Address	Address
831-755-5145	202-887-1423
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: [Signature]
Contracts/Purchasing Officer
Date: 7-31-17

By: _____
Department Head (if applicable)
Date: _____

By: _____
Board of Supervisors (if applicable)
Date: _____

Approved as to Form¹
By: [Signature]
County Counsel
Date: 7/27/17

Approved as to Fiscal Provisions²
By: [Signature]
Auditor/Controller
Date: 7-27-17

Approved as to Liability Provisions³
By: _____
Risk Management
Date: _____

CONTRACTOR

Nossaman LLP
Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or Vice-President)*

Brent Heberlee, Partner
Name and Title
Date: 7-26-17

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

Name and Title
Date: _____

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

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

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A

**TO
PROFESSIONAL SERVICE AGREEMENT
BETWEEN**

**MONTEREY COUNTY
COUNTY ADMINISTRATIVE OFFICE (CAO)
INTERGOVERNMENTAL & LEGISLATIVE AFFAIRS (IGLA) DIVISION
AND
NOSSAMAN LLP**

SCOPE OF SERVICES / PAYMENT PROVISIONS

A. SCOPE OF SERVICES:

- **Federal Legislative Advocacy Services;**
- **State Legislative Advocacy Services;**
- **Grant and Funding Advocacy Services.**

The CONTRACTOR shall provide on a timely basis services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below, and to other activities to which the parties in the future may agree:

- A.1 Proactive Intelligence Gathering & Reporting:** Exercise initiative to gather Intelligence on emerging issues based on knowledge of the County's interests. Provide timely reports and advance notification to the Legislative Committee and IGLA staff.
- A.2 Identification & Review:** Proactively identify legislative, budget, and/or regulatory issues which may impact the County's current or future business interests. Provide information on identified issues to IGLA staff and department experts for review.
- A.3 Position, Strategy & Action Recommendations:** Make recommendations on legislative, budget, and regulatory issues of interest to the County related to County positions, political/technical strategies, and proactive actions.
- A.4 Take Action & Advocate on Behalf of Monterey County:** Execute position, strategy and action recommendations, and advocate County positions to the Administration, legislators, legislative committees, or Federal/State agencies as directed by the Board of Supervisors and the Legislative Committee.
- A.5 Legislative Committee Meetings – Participation, Reports, Follow-up Actions:**
- i. **Weekly Conference Calls:** Participate in weekly conference calls with IGLA staff and assist in the development of Legislative Committee meeting agendas.
 - ii. **Legislative Committee Meetings:** Participate in all Legislative Committee meetings, in their entirety, via teleconference or in person unless otherwise approved by the Committee Chair and IGLA staff.
 - iii. **Legislative Committee Reports:** Provide a written memo for inclusion in the Legislative Committee agenda packet, and verbally report to the Committee on agenda items and advocacy efforts undertaken on behalf of the County.
 - iv. **Follow-Up Actions:** Follow-up as appropriate on all research and action items requested by the Legislative Committee and IGLA staff.

- A.6 Bill/Issues Track:** Monitor Federal/State legislative, budget, regulatory, and other issues of interest to the County. Regularly provide a bill/issues track of activities to the Legislative Committee and IGLA staff, which includes: 1) a bill/issue summary; 2) bill/issue status; 3) County position; and 4) status/actions to date.
- A.7 Research, Analysis & Reports:** Provide comprehensive research, in-depth analysis, and verbal and written reports on matters identified within the Legislative Program, or as requested by the Legislative Committee or IGLA staff on:
- i. Legislative proposals;
 - ii. Executive, budget, regulatory, and rulemaking proposals/programs with potential fiscal or policy impacts to the County;
 - iii. Emerging Federal/State issues;
 - iv. Qualified ballot initiatives scheduled to come before the California electorate.
- A.8 Dedicated Staff:** Provide professional, experienced, senior level staff dedicated to the County whose primary responsibility is to respond to requests for:
- i. Legislative reports, analyses, and research.
 - ii. Intelligence gathering, strategic advisement.
 - iii. Draft letters, talking points, or other briefing materials articulating County positions.
 - iv. Other items as requested.
- CONTRACTOR has designated Brent Heberlee, Jennifer Capitolo and Ashley Walker as the primary staff assigned to services described herein. CONTRACTOR will provide such other additional staff of similar qualifications, as deemed necessary to carry out its obligations pursuant to this Agreement.
- A.9 Outreach – Expanding Monterey County’s Presence:** Elevate the County’s presence in Washington D.C. and Sacramento, CA.
- A.10 Meeting Attendance in Monterey County/California:** Attend meetings of the Board of Supervisors, Legislative Committee, or other meetings as requested by the Legislative Committee or IGLA staff in Monterey County/California. The County does not provide reimbursement for travel related or other expenses.
- A.11 Meeting & Scheduling Assistance:** Assist the County in scheduling meetings with elected officials, administrative, legislative, agency staff, or others as requested. Provide support to County Supervisors and staff participating in these meetings. Provide technical, political and strategic advice to participants providing testimony or appearing in legislative, executive or regulatory forums.
- A.12 Development of Legislative Program:** Assist the County in the annual development and implementation of the Legislative Program.
- A.13 Development of Strategic Grant Services Program – Work Plan:** Assist the County in the annual development and implementation of the Strategic Grant Services Program – Work Plan, which identifies priority projects, funding opportunities, timing, and probability of securing funding.
- A.14 Advance Notice of Grant Funding Opportunities:** Provide timely updates regarding upcoming grant opportunities.

- A.15 Grant Requests:** Provide Monterey County with assistance, advice and guidance regarding submission of state grant requests, assist in preparing submissions, letters of support, and other supporting materials, advocate with relevant members and staff for County funding priorities, communicate with relevant committees, staff and members to keep the County apprised of the status of these submissions.
- A.15 Advance Notice of Grant Funding Opportunities:** Provide timely updates regarding upcoming grant opportunities.
- A.16 Advance Work with Grant Making Organizations:** Meet with grant making organizations to review County project eligibility.
- A.17 Expert Assistance on Priority Projects for Grant Funding:** Meet with County representatives regarding priority projects. Thoroughly discuss the projects and gauge competitiveness of applications for identified grant programs.
- A.18 Support for Grant Application Submissions:** Review County grant applications and related materials, and provide feedback and expertise on approach. The number of projects engaged in will depend on the timing of grant program submission deadlines and level of engagement needed in the application development process.
- A.19 Provide Strategic Advice and Project Support:** Provide political and strategic advice on gathering appropriate support letters for County grant applications. Facilitate support letters from elected officials.
- A.20 Facilitate Communication:** Maintain regular communication with representatives from the County and the grant making organizations regarding the progress of the grant review process.
- A.21 Follow-up/Reporting:** Advise the County on necessary grant application follow-up paperwork and reporting once grant funds have been secured.
- A.22 Annual Report:** Prepare an annual report of activities undertaken on behalf of the County for submission to the Legislative Committee and Board of Supervisors.
- A.23 Coalition Building:** When so directed, work with interest groups, associations, agencies, and others to develop a coalition of interest in support of County objectives.
- A.24 Intelligence Gathering – Political Climate:** Assist the County in gathering intelligence and analyzing the political climate to develop and implement an effective legislative program in the furtherance of County interests.
- A.25 Participate in Association & Industry Activities:** Participate in association and industry activities/meetings on behalf of the County, including but not limited to: the California State Association of Counties (CSAC); and National Association of Counties (NACo).
- A.26 Prepare & File Reports:** Prepare and file quarterly Fair Political Practices Commission (FPPC) reports in compliance with State law.
- A.27 Deliverables, Reports & Deadlines:** Submission deadlines for all reports referenced in this scope of work will be jointly developed by IGLA staff and CONTRACTOR.

B. COMPENSATION / PAYMENT

The COUNTY shall pay an amount not to exceed \$223,416 for this eleven (11) month contract 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:

- \$20,333 billed monthly for the following services:
 - \$7,500 billed monthly for federal legislative advocacy services.
 - \$8,333 billed monthly for state legislative advocacy services.
 - \$4,500 billed monthly for grant and funding advocacy services.

If authorized by approval of the Monterey County Board of Supervisors, this Agreement may be renewed under the same terms and conditions, including compensation, for up to three (3) additional one (1) year periods, subject to budget approval.

The COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the 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 the COUNTY.

The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT B

**TO
PROFESSIONAL SERVICE AGREEMENT
BETWEEN**

**MONTEREY COUNTY
COUNTY ADMINISTRATIVE OFFICE (CAO)
INTERGOVERNMENTAL & LEGISLATIVE AFFAIRS (IGLA) DIVISION
AND
NOSSAMAN LLP**

DISCLOSURE OF CONFLICTS OF INTEREST

A. DISCLOSURE OF CONFLICTS OF INTEREST

The COUNTY recognizes that the CONTRACTOR has other clients for which it performs services similar to those provided for in this contract, and the interests of the CONTRACTOR's other clients may conflict with the interests of the COUNTY. When such conflicts of interest arise, the CONTRACTOR agrees to inform the COUNTY of the conflict, or potential conflict, immediately, and the CONTRACTOR agrees that it shall not take any action on behalf of the COUNTY or such other clients without the consent of the COUNTY.

Amendment No. 1
County of Monterey Agreement for Professional Services with
Ballard Spahr LLP for
Federal Legislative Advocacy Services

This Amendment No. 1 to the County of Monterey Agreement for Professional Services (hereinafter, "AMENDMENT") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), and Ballard Spahr LLP (hereinafter, "CONTRACTOR").

Whereas the parties entered into an Agreement for Professional Services (hereinafter, "AGREEMENT"), on January 29, 2019; the AGREEMENT had a 5-month term and a total AGREEMENT amount that was not to exceed \$29,731.19; and the term of the AGREEMENT runs through June 30, 2019.

Whereas, the parties desire to amend the AGREEMENT as follows:

1. The AGREEMENT, AMENDMENT NO. 1, Section 2.0 PAYMENT PROVISIONS, shall be amended by removing "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$29,731.69" and replacing it with "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$99,731.69."
2. The AGREEMENT, AMENDMENT NO. 1, Section 3.0 TERM OF AGREEMENT, shall be amended by removing "The term of this Agreement is from January 29, 2019 to June 30, 2019, unless sooner terminated pursuant to the terms of this Agreement," and replacing it with "The term of this Agreement is from January 29, 2019 to June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement."
4. Except as provided herein, all other terms and conditions of the original AGREEMENT as amended by this Amendment No. 1, shall remain in full force and effect.
6. A copy of this Amendment No. 1 shall be attached to the original AGREEMENT.

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

7-9-19

CONTRACTOR*

Ballard Spahr LLP

Contractor's Business Name

By: _____

(Signature of Chair, President or Vice President)

Its: _____

Brent Heberlee, Of Counsel
(Name and Title)

Date: _____

6-10-19

Approved as to Form

By: _____

Deputy County Counsel

Date: _____

6-14-19

By: _____

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

Its: _____

(Name and Title)

Date: _____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

6-18-19

Approved as to Indemnity, Insurance Provisions

By: _____

Risk Management

Date: _____

6-14-19

*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. 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
County of Monterey Agreement for Professional Services with
Ballard Spahr LLP for
Federal Legislative Advocacy Services

This AMENDMENT NO. 2 to the County of Monterey Agreement for Professional Services (hereinafter, "AMENDMENT") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), and Ballard Spahr LLP (hereinafter, "CONTRACTOR").

Whereas the parties entered into an Agreement for Professional Services (hereinafter, "AGREEMENT"), on January 29, 2019; the AGREEMENT had a 5-month term and a total AGREEMENT amount that was not to exceed \$29,731.19; and the term of the AGREEMENT expired on June 30, 2019.

Whereas the parties renewed and entered into AMENDMENT NO. 1 to the AGREEMENT on July 1, 2019; the AMENDMENT NO. 1 had a term extension of 1-year and a total AGREEMENT amount not to exceed 99,731.69; and the AGREEMENT was set to expire on June 30, 2020.

Whereas, the parties desire to amend the AGREEMENT as follows:

1. The AGREEMENT, AMENDMENT NO. 1, Section 2.0 PAYMENT PROVISIONS, shall be amended by removing "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$99,731.69" and replacing it with "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$169,731.69."
2. The AGREEMENT, AMENDMENT NO. 1, Section 3.0 TERM OF AGREEMENT, shall be amended by removing "The term of this Agreement is from January 29, 2019 to June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement," and replacing it with "The term of this Agreement is from January 29, 2019 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement."
4. Except as provided herein, all other terms and conditions of the original AGREEMENT and AMENDMENT NO. 1 as amended by this AMENDMENT NO. 2, shall remain in full force and effect.
6. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT and AMENDMENT NO. 1.

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

CONTRACTOR*

Ballard Spahr LLP
Contractor's Business Name

By: Brent Heberlee
BB8C446F8F2F45A
(Signature of Chair, President or Vice President)

Its: Brent Heberlee
(Name and Title)

Date: 6/5/2020 | 12:18 PM PDT

Approved as to Form

By: _____
Deputy County Counsel

Date: _____

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

Its: _____
(Name and Title)

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management


Date: _____

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

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

COUNTY OF MONTEREY

CONTRACTOR*

By: 
Debra Wilson, Contracts/Purchasing Supervisor
Contracts/Purchasing Officer

Ballard Spahr LLP
Contractor's Business Name

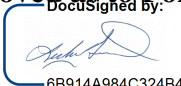
Date: 6/5/2020 | 5:07 PM PDT 6/5/2020 | 5:16 PM PDT

By: _____
(Signature of Chair, President or Vice President)

Its: _____
(Name and Title)

Date: _____

Approved as to Form

By: 
Deputy County Counsel

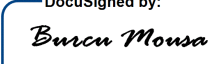
By: _____
(Signature of Secretary, Asst. Secretary, CFO or Assistant Treasurer)

Its: _____
(Name and Title)

Date: 6/5/2020 | 3:21 PM PDT

Date: _____

Approved as to Fiscal Provisions

By: 
Burcu Mousa
Auditor/Controller

Date: 6/5/2020 | 4:29 PM PDT

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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



Monterey County

Item No.24

Board Report

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

Legistar File Number: 21-125

February 23, 2021

Introduced: 2/5/2021

Current Status: RMA Public Works -
Consent

Version: 1

Matter Type: General Agenda Item

Retroactively add the Old Stage Road Bridge Emergency Replacement Project, County Bridge No. 119, State Bridge No 44-C0134 (Project) over El Gabilan Creek to the PWFP FY 2020/21 Annual Work Program for Road Fund and adopt Project Plans.

RECOMMENDATION:

It is recommended that the Board of Supervisors retroactively add the Old Stage Road Bridge Emergency Replacement Project, County Bridge No. 119, State Bridge No. 44-C0134 (Project) over El Gabilan Creek to the PWFP FY 2020/21 Annual Work Program for Road Fund and adopt Project Plans.

SUMMARY/DISCUSSION:

On August 12, 2019 Caltrans visited the bridge to perform a routine inspection of Old Stage Road Bridge (County Bridge No. 119; State Bridge No 44-C0134) over El Gabilan Creek. On December 3, 2019, Caltrans staff provided Public Works staff a Record of Critical Findings Report (Report) which identified the structural deficiencies of the bridge. The Report indicated that most of the metal columns supporting the bridge along the easterly abutment (Abutment #2) had deteriorated and the allowable weight that could cross the bridge was significantly reduced. The Report also directed the County to immediately post weight restriction signs stating five (5) tons maximum, in advance of the bridge. This weight reduction would prohibit garbage trucks and fire engine apparatuses from crossing the bridge.

Upon receiving the notification, staff conducted a site visit to verify the findings outlined in the Report. Staff also reached out to one of the on-call engineering consultants, Moffatt & Nichol, to help develop both an immediate plan to restore the bridge capacity and a plan to design and permit permanent repairs to the bridge. Since Old Stage Road Bridge is the only point of access for over two dozen homes located east of the bridge staff proceeded to install the temporary bridge bracing to restore the bridge capacity and allow motorists and emergency responders unrestricted access to the easterly section of Old Stage Road. Staff informed the Board of Supervisors through a Memorandum to the Board and worked with the engineering consultant Moffatt & Nichol and a Job Order Contract (JOC) Contractor Granite Rock Company to install the temporary bridge bracing. The work to construct the temporary support was completed on February 24, 2020.

While the temporary repairs were in-place, staff also worked with Moffatt & Nichol to develop the Project Plans for the permanent repairs and obtain the regulatory permits from Federal and State agencies (Regional Water Quality Control Board, California Department of Fish and Wildlife, US

Army Corps of Engineers) to construct the repairs. The recommended alternative was to construct a new bridge slab and supports over the existing bridge, rather than installing new bridge columns along Abutment #2, due to the age and extent of the deterioration of Abutment #2. This alternative was developed in close coordination with regulatory agencies. The new bridge supports would be located outside existing abutment and minimize impacts to the natural resources in the creek, hydraulic capacity of the channel, and expedite the construction of the permanent repairs. The regulatory agency clearances and permits obtained include the Clean Water Act Section 401 Water Quality Certification, US Army Corp Nationwide Permit, and California Fish and Wildlife Lake and Stream Alteration Agreement. The permits obtained for the project included the Clean Water Act Section 401 Water Quality Certification. Simultaneously, the permits require the temporary repairs/supports be removed prior to the rainy season (October 1). It is anticipated that permanent repairs will be constructed through the JOC process in order to complete the repairs prior to the winter season and comply with the timeframes outlined in the regulatory permits.

Because the costs for the permanent repairs are expected to exceed \$100,000, the Project needs to be included in the Capital Improvement Plan (CIP) and needs to be added to the Annual Work Program for Road Fund. Therefore, Staff is recommending the Project be added and programmed into the County CIP and Annual Work Program for Road Fund.

Through the JOC process, Granite Rock Company was selected for this Project. The construction of the permanent repairs started August 28, 2020 and were completed on January 8, 2021. The estimated project cost is approximately \$1,380,440 and will be funded by unprogrammed SB 1 funds from uncommitted Fund Balance in Fund 002, Road Fund. Staff informed the Board of Supervisors through a Memorandum regarding the need for this Project and the proposed actions to complete the Project by the permit deadlines.

OTHER AGENCY INVOLVEMENT:

Public Works, Facilities and Parks Staff continues to coordinate with the Office of Emergency Services and the County Administrative Office to accurately track and categorize the projects. This report was reviewed by the County Administrative Office Budget & Analysis Division. The report was considered by the Budget Committee on October 7, 2020 and the Capital Improvement Committee on November 9, 2020.

FINANCING:

The cost to construct the temporary and permanent repairs to the bridge is estimated at \$1,380,440.

The Project is being funded through a combination of unprogrammed Transit Occupancy Tax funds and unprogrammed SB 1 funds assigned to the Road Fund (Fund 002) for roadway repairs and improvements. Appropriations are available in the Road Fund for FY 20-21 Budget in Fund 002, Unit 8195.

While this Project is not currently programmed into the Federal Highway Administration (FHWA), Highway Bridge Program (HBP) federal grant program at this time, staff has applied for grant funding from the Bridge Investment Credit (BIC) program. The BIC program allows for eligible expenditures with non-federal funds to be considered by FHWA as a credit which can be applied toward the local match requirement for future HBP bridge projects.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Project repaired the existing structurally deficient bridge to meet current Caltrans design standards. Also, as part of the proposed Project, the bridge approaches and railings were reconstructed and thereby improve the safety of this section of Old Stage Road. The recommended action complies with the Board of Supervisors' Strategic Initiatives for Infrastructure and Public Safety.

Economic Development

Administration

Health & Human Services

X Infrastructure

X Public Safety

Prepared by: Enrique M. Saavedra, Sr. Civil Engineer (831) 755-8970

Reviewed by: Shawne E. Ellerbee, Assistant Director of Public Works, Facilities, and Parks

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 - Project Budget



Monterey County

Item No.

Board Report

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

Legistar File Number: 21-125

February 23, 2021

Introduced: 2/5/2021

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Retroactively add the Old Stage Road Bridge Emergency Replacement Project, County Bridge No. 119, State Bridge No 44-C0134 (Project) over El Gabilan Creek to the PWFP FY 2020/21 Annual Work Program for Road Fund and adopt Project Plans.

RECOMMENDATION:

It is recommended that the Board of Supervisors retroactively add the Old Stage Road Bridge Emergency Replacement Project, County Bridge No. 119, State Bridge No. 44-C0134 (Project) over El Gabilan Creek to the PWFP FY 2020/21 Annual Work Program for Road Fund and adopt Project Plans.

SUMMARY/DISCUSSION:

On August 12, 2019 Caltrans visited the bridge to perform a routine inspection of Old Stage Road Bridge (County Bridge No. 119; State Bridge No 44-C0134) over El Gabilan Creek. On December 3, 2019, Caltrans staff provided Public Works staff a Record of Critical Findings Report (Report) which identified the structural deficiencies of the bridge. The Report indicated that most of the metal columns supporting the bridge along the easterly abutment (Abutment #2) had deteriorated and the allowable weight that could cross the bridge was significantly reduced. The Report also directed the County to immediately post weight restriction signs stating five (5) tons maximum, in advance of the bridge. This weight reduction would prohibit garbage trucks and fire engine apparatuses from crossing the bridge.

Upon receiving the notification, staff conducted a site visit to verify the findings outlined in the Report. Staff also reached out to one of the on-call engineering consultants, Moffatt & Nichol, to help develop both an immediate plan to restore the bridge capacity and a plan to design and permit permanent repairs to the bridge. Since Old Stage Road Bridge is the only point of access for over two dozen homes located east of the bridge staff proceeded to install the temporary bridge bracing to restore the bridge capacity and allow motorists and emergency responders unrestricted access to the easterly section of Old Stage Road. Staff informed the Board of Supervisors through a Memorandum to the Board and worked with the engineering consultant Moffatt & Nichol and a Job Order Contract (JOC) Contractor Granite Rock Company to install the temporary bridge bracing. The work to construct the temporary support was completed on February 24, 2020.

While the temporary repairs were in-place, staff also worked with Moffatt & Nichol to develop the Project Plans for the permanent repairs and obtain the regulatory permits from Federal and State agencies (Regional Water Quality Control Board, California Department of Fish and Wildlife, US Army Corps of Engineers) to construct the repairs. The recommended alternative was to construct a

new bridge slab and supports over the existing bridge, rather than installing new bridge columns along Abutment #2, due to the age and extent of the deterioration of Abutment #2. This alternative was developed in close coordination with regulatory agencies. The new bridge supports would be located outside existing abutment and minimize impacts to the natural resources in the creek, hydraulic capacity of the channel, and expedite the construction of the permanent repairs. The regulatory agency clearances and permits obtained include the Clean Water Act Section 401 Water Quality Certification, US Army Corp Nationwide Permit, and California Fish and Wildlife Lake and Stream Alteration Agreement. The permits obtained for the project included the Clean Water Act Section 401 Water Quality Certification. Simultaneously, the permits require the temporary repairs/supports be removed prior to the rainy season (October 1). It is anticipated that permanent repairs will be constructed through the JOC process in order to complete the repairs prior to the winter season and comply with the timeframes outlined in the regulatory permits.

Because the costs for the permanent repairs are expected to exceed \$100,000, the Project needs to be included in the Capital Improvement Plan (CIP) and needs to be added to the Annual Work Program for Road Fund. Therefore, Staff is recommending the Project be added and programmed into the County CIP and Annual Work Program for Road Fund.

Through the JOC process, Granite Rock Company was selected for this Project. The construction of the permanent repairs started August 28, 2020 and were completed on January 8, 2021. The estimated project cost is approximately \$1,380,440 and will be funded by unprogrammed SB 1 funds from uncommitted Fund Balance in Fund 002, Road Fund. Staff informed the Board of Supervisors through a Memorandum regarding the need for this Project and the proposed actions to complete the Project by the permit deadlines.

OTHER AGENCY INVOLVEMENT:

Public Works, Facilities and Parks Staff continues to coordinate with the Office of Emergency Services and the County Administrative Office to accurately track and categorize the projects. This report was reviewed by the County Administrative Office Budget & Analysis Division. The report was considered by the Budget Committee on October 7, 2020 and the Capital Improvement Committee on November 9, 2020.

FINANCING:

The cost to construct the temporary and permanent repairs to the bridge is estimated at \$1,380,440.

The Project is being funded through a combination of unprogrammed Transit Occupancy Tax funds and unprogrammed SB 1 funds assigned to the Road Fund (Fund 002) for roadway repairs and improvements. Appropriations are available in the Road Fund for FY 20-21 Budget in Fund 002, Unit 8195.

While this Project is not currently programmed into the Federal Highway Administration (FHWA), Highway Bridge Program (HBP) federal grant program at this time, staff has applied for grant funding from the Bridge Investment Credit (BIC) program. The BIC program allows for eligible expenditures with non-federal funds to be considered by FHWA as a credit which can be applied toward the local match requirement for future HBP bridge projects.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Project repaired the existing structurally deficient bridge to meet current Caltrans design standards. Also, as part of the proposed Project, the bridge approaches and railings were reconstructed and thereby improve the safety of this section of Old Stage Road. The recommended action complies with the Board of Supervisors' Strategic Initiatives for Infrastructure and Public Safety.

Economic Development

Administration

Health & Human Services

X Infrastructure

X Public Safety

Prepared by: Enrique M. Saavedra, Sr. Civil Engineer (831) 755-8970

Reviewed by: Shawne E. Ellerbee, Assistant Director of Public Works, Facilities, and Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, and Parks *RI*

The following attachments are on file with the Clerk of the Board:

Attachment A - Project Budget

**MONTEREY COUNTY
DEPARTMENT OF PUBLIC WORKS, FACILITIES, AND PARKS
OLD STAGE ROAD BRIDGE EMERGENCY REPLACEMENT PROEJCT**

COUNTY BRIDGE NO. 119; STATE BRIDGE NO. 44C0134

PROJECT BUDGET

Design Engineering/Environmental		\$371,465
Construction Management		\$135,060
Construction		
Engineer's Estimate	\$794,205	
Contingencies	\$40,000	
Gordian Fee – 5%	\$39,710	
Total Construction		<u>\$873,915</u>
TOTAL ESTIMATED PROJECT COST:		\$1,380,440

REVENUE

Road Fund- SB1 funds	\$1,101,810
Transit Occupancy Tax (TOT)	<u>\$278,630</u>
TOTAL ESTIMATED REVENUE:	\$1,380,440



Monterey County

Item No.25

Board Report

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

Legistar File Number: RES 21-036

February 23, 2021

Introduced: 2/5/2021

Current Status: RMA Public Works -
Consent

Version: 1

Matter Type: BoS Resolution

a. Approve and authorize the Auditor Controller to amend the Fiscal Year 2020-21 Adopted Budget, Fund 001, Budget Unit 8510, Appropriations Unit RMA104, to increase appropriations and revenues by \$116,789 for the Parks Operations, where the financing source is the California Department of Forestry and Fire Protection California Climate Investments (CCI) Fire Prevention Grant Program to manage wildfire risk at Jacks Peak County Park through fuel load reduction (4/5th vote required).

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the Auditor Controller to amend the Fiscal Year 2020-21 Adopted Budget, Fund 001, Budget Unit 8510, Appropriations Unit RMA104, to increase appropriations and revenues by \$116,789 for the Parks Operations, where the financing source is the California Department of Forestry and Fire Protection California Climate Investments (CCI) Fire Prevention Grant Program to manager wildfire risk at Jacks Peak County Park through fuel load reduction (4/5th vote required).

SUMMARY

To address the potential risk of a wildfire at Jacks Peak County Park, in June 2018, the Resource Management Agency - Parks applied for a grant from the California Department of Forestry and Fire Protection, California Climate Investments (CCI) Forest Health Grant Program and was awarded \$116,789 for the proposed project. The \$116,789 in State grant funds will be received on a reimbursable basis to the County. There is also an in-kind County match for administrative staff costs in the amount of \$26,100, for a total project cost of \$142,889. The project will help manage wildfire risk at Jacks Peak County Park through fuel load reduction.

On November 6, 2018, the Board of Supervisors adopted Resolution No. 18-374 to ratify the submittal of the grant application (**Attachment B**) and authorized the Director of the Resource Management Agency to execute an Agreement with the State accepting the grant award (**Attachment C**). The Board also made the finding that the project was categorically exempt from CEQA pursuant to CEQA Guidelines section 15308 (Class 8). Parks will administer and implement the project, with a completion date of March 15, 2022.

DISCUSSION:

Jacks Peak Park is an 892-acre county park, which is at high risk for a wildfire due to its location, environment and vegetation in the understory of the Monterey Pine forest. While no habitable structures lie within the proposed project area, this forested area's proximity to the cities of Carmel-by-the-Sea, Monterey, Pacific Grove, Seaside, Del Rey Oaks, and the unincorporated

communities of Carmel, Carmel Valley, Alta Loma and Laurels Grade is cause for concern as it poses risk to public health and safety of nearly 90,000 residents and properties.

The proposed project lies between Carmel Valley and the greater Monterey area, and may serve to help strategically facilitate wildfire containment. In the past few years there have been several devastating wildfires in Monterey County. This past summer there were three separate wildfires that started within days of one another: The River Fire caused by a lightning strike on August 16th that burned 48,088 acres, 30 structures destroyed (13 homes, 17 other structures); the Carmel Fire in Cachagua on August 18th that burned 6,905 acres, 73 structures destroyed (50 homes, 23 other structures); and the Dolan Fire, on August 18th that burned 124,924 acres, 19 structures destroyed (14 homes, 5 other structures).

In 2016 the nearby areas of Big Sur, Carmel Valley, and Carmel Highlands were impacted by the 2016 Soberanes fire which burned more than 132,000 acres and was only 5 miles from Jacks Peak, and the 2009 Basin Complex Fire of 2008 which burned over 162,000 acres at approximately 15 miles from Jacks Peak. Each of the wildfires caused significant impacts to air quality on a local, regional and statewide level.

Funds received through this grant will help with removing fuels in the form of dead and dying trees, downed vegetation, and ladder fuel vegetation (live or dead vegetation growing up from the ground into the tree canopies). The fuel material would be cleared utilizing the County Basic Defensible Space & Vegetation Management Guidelines of implementing a 100-foot defensible barrier around existing Park roads, buildings and maintenance facilities as shown in the Project Area Map (**Attachment D**).

The approach consists of removing the fuel material using equipment and hand crews within the project area. Parks staff has received estimates in the amount of \$14,900 to complete this work from Topes Tree Service (**Attachment E**). Next, staff will utilize a herd of goats to further reduce the dense, build-up of vegetation. The company, Goats R Us has provided a cost estimate for \$88,750 (**Attachment E**). Once the work using the goats is complete, crews will follow up to remove as much of the material as possible that has been exposed by the goats using the remaining \$13,000 in grant funds.

The total proposed treatment area is estimated to be approximately 40 acres.

OTHER AGENCY INVOLVEMENT:

Park staff is working with Cal Fire and County Fire representatives, representatives with the local Chapter of the Monterey Bay Area Native Plant Society and members with the Friends of Jacks Peak Park. The actual work is anticipated to be completed using in house RMA-Park staff, the Department of Corrections, Gabilan inmate fire/work crews, Cal Fire crews, park volunteers and/or outside, qualified vendors registered to do business with the County.

On November 19, 2020, the Budget Committee approved supporting the request.

The Office of County Counsel and County Administrative Office Budget and Analysis Division has reviewed this report and draft resolution for form and content.

FINANCING:

The California Department of Forestry and Fire Protection California Climate Investments (CCI) Fire Prevention Grant Program is a reimbursable grant program where the county will be required to cover the project costs up front and once project tasks are completed, the County will submit an invoice for reimbursement of the \$116,789 in grant funds. There is also a County in-kind match for staff costs to administer and manage the project in the amount of \$26,100, for a total project cost of \$142,889. Staff is requesting an increase in appropriations and revenues as this grant was not included in the FY 2020-21 Adopted Budget for Parks Operations. It is anticipated that all work will be completed by June 30, 2021.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES

If approved, the recommended action supports the Board of Supervisors' Infrastructure and Public Safety Strategic Initiatives. This action would allow for the reduction of fuel load in Jacks Peak Park which in the event of a wildfire would help protect County infrastructure such as buildings and roads and provide for greater public safety as it could reduce the risk and intensity of a wildfire in the park and adjacent communities.

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

Prepared by: John Akeman, Parks Planning Manager and Bryan Flores, Parks Administrative Operations Manager

Reviewed by: Shawne Ellerbee, Assistant Director of Public Works, Facilities and Parks

Approved by: Randy Ishii, MS, PE, PTOE, Director of Public Works, Facilities and Parks

Attachments:

- A. Draft Board Resolution
- B. Board Resolution No. 18-374
- C. California Department of Forestry and Fire Protection, California Climate Investments (CCI) Forest Health Grant Agreement
- D. Project Area Map
- E. Project Cost Estimates from Goats R Us and Topes Tree Service



Monterey County

Item No.

Board Report

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

Legistar File Number: RES 21-036

February 23, 2021

Introduced: 2/5/2021

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Resolution

a. Approve and authorize the Auditor Controller to amend the Fiscal Year 2020-21 Adopted Budget, Fund 001, Budget Unit 8510, Appropriations Unit RMA104, to increase appropriations and revenues by \$116,789 for the Parks Operations, where the financing source is the California Department of Forestry and Fire Protection California Climate Investments (CCI) Fire Prevention Grant Program to manage wildfire risk at Jacks Peak County Park through fuel load reduction (4/5th vote required).

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the Auditor Controller to amend the Fiscal Year 2020-21 Adopted Budget, Fund 001, Budget Unit 8510, Appropriations Unit RMA104, to increase appropriations and revenues by \$116,789 for the Parks Operations, where the financing source is the California Department of Forestry and Fire Protection California Climate Investments (CCI) Fire Prevention Grant Program to manager wildfire risk at Jacks Peak County Park through fuel load reduction (4/5th vote required).

SUMMARY

To address the potential risk of a wildfire at Jacks Peak County Park, in June 2018, the Resource Management Agency - Parks applied for a grant from the California Department of Forestry and Fire Protection, California Climate Investments (CCI) Forest Health Grant Program and was awarded \$116,789 for the proposed project. The \$116,789 in State grant funds will be received on a reimbursable basis to the County. There is also an in-kind County match for administrative staff costs in the amount of \$26,100, for a total project cost of \$142,889. The project will help manage wildfire risk at Jacks Peak County Park through fuel load reduction.

On November 6, 2018, the Board of Supervisors adopted Resolution No. 18-374 to ratify the submittal of the grant application (**Attachment B**) and authorized the Director of the Resource Management Agency to execute an Agreement with the State accepting the grant award (**Attachment C**). The Board also made the finding that the project was categorically exempt from CEQA pursuant to CEQA Guidelines section 15308 (Class 8). Parks will administer and implement the project, with a completion date of March 15, 2022.

DISCUSSION:

Jacks Peak Park is an 892-acre county park, which is at high risk for a wildfire due to its location, environment and vegetation in the understory of the Monterey Pine forest. While no habitable structures lie within the proposed project area, this forested area's proximity to the cities of Carmel-by-the-Sea, Monterey, Pacific Grove, Seaside, Del Rey Oaks, and the unincorporated communities of Carmel, Carmel Valley, Alta Loma and Laurels Grade is cause for concern as it poses

risk to public health and safety of nearly 90,000 residents and properties.

The proposed project lies between Carmel Valley and the greater Monterey area, and may serve to help strategically facilitate wildfire containment. In the past few years there have been several devastating wildfires in Monterey County. This past summer there were three separate wildfires that started within days of one another: The River Fire caused by a lightning strike on August 16th that burned 48,088 acres, 30 structures destroyed (13 homes, 17 other structures); the Carmel Fire in Cachagua on August 18th that burned 6,905 acres, 73 structures destroyed (50 homes, 23 other structures); and the Dolan Fire, on August 18th that burned 124,924 acres, 19 structures destroyed (14 homes, 5 other structures).

In 2016 the nearby areas of Big Sur, Carmel Valley, and Carmel Highlands were impacted by the 2016 Soberanes fire which burned more than 132,000 acres and was only 5 miles from Jacks Peak, and the 2009 Basin Complex Fire of 2008 which burned over 162,000 acres at approximately 15 miles from Jacks Peak. Each of the wildfires caused significant impacts to air quality on a local, regional and statewide level.

Funds received through this grant will help with removing fuels in the form of dead and dying trees, downed vegetation, and ladder fuel vegetation (live or dead vegetation growing up from the ground into the tree canopies). The fuel material would be cleared utilizing the County Basic Defensible Space & Vegetation Management Guidelines of implementing a 100-foot defensible barrier around existing Park roads, buildings and maintenance facilities as shown in the Project Area Map (**Attachment D**).

The approach consists of removing the fuel material using equipment and hand crews within the project area. Parks staff has received estimates in the amount of \$14,900 to complete this work from Topes Tree Service (**Attachment E**). Next, staff will utilize a herd of goats to further reduce the dense, build-up of vegetation. The company, Goats R Us has provided a cost estimate for \$88,750 (**Attachment E**). Once the work using the goats is complete, crews will follow up to remove as much of the material as possible that has been exposed by the goats using the remaining \$13,000 in grant funds.

The total proposed treatment area is estimated to be approximately 40 acres.

OTHER AGENCY INVOLVEMENT:

Park staff is working with Cal Fire and County Fire representatives, representatives with the local Chapter of the Monterey Bay Area Native Plant Society and members with the Friends of Jacks Peak Park. The actual work is anticipated to be completed using in house RMA-Park staff, the Department of Corrections, Gabilan inmate fire/work crews, Cal Fire crews, park volunteers and/or outside, qualified vendors registered to do business with the County.

On November 19, 2020, the Budget Committee approved supporting the request.

The Office of County Counsel and County Administrative Office Budget and Analysis Division has reviewed this report and draft resolution for form and content.

Legistar File Number: RES 21-036

FINANCING:

The California Department of Forestry and Fire Protection California Climate Investments (CCI) Fire Prevention Grant Program is a reimbursable grant program where the county will be required to cover the project costs up front and once project tasks are completed, the County will submit an invoice for reimbursement of the \$116,789 in grant funds. There is also a County in-kind match for staff costs to administer and manage the project in the amount of \$26,100, for a total project cost of \$142,889.

Staff is requesting an increase in appropriations and revenues as this grant was not included in the FY 2020-21 Adopted Budget for Parks Operations. It is anticipated that all work will be completed by June 30, 2021.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES

If approved, the recommended action supports the Board of Supervisors' Infrastructure and Public Safety Strategic Initiatives. This action would allow for the reduction of fuel load in Jacks Peak Park which in the event of a wildfire would help protect County infrastructure such as buildings and roads and provide for greater public safety as it could reduce the risk and intensity of a wildfire in the park and adjacent communities.

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

Prepared by: John Akeman, Parks Planning Manager and Bryan Flores, Parks Administrative Operations Manager

Reviewed by: Shawne Ellerbee, Assistant Director of Public Works, Facilities and Parks

Approved by: Randy Ishii, MS, PE, PTOE, Director of Public Works, Facilities and Parks

DS
RI

Attachments:

- A. Draft Board Resolution
- B. Board Resolution No. 18-374
- C. California Department of Forestry and Fire Protection, California Climate Investments (CCI) Forest Health Grant Agreement
- D. Project Area Map
- E. Project Cost Estimates from Goats R Us and Topes Tree Service

Attachment A

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

Resolution No. _____

a. Approve and authorize the Auditor Controller)
to amend the Fiscal Year 2020-21 Adopted)
Budget, Fund 001, Budget Unit 8510,)
Appropriations Unit RMA104, to increase)
appropriations and revenues by \$116,789 for the)
Parks Operations, where the financing source is)
the California Department of Forestry and Fire)
Protection California Climate Investments (CCI))
Fire Prevention Grant Program to manager)
wildfire risk at Jacks Peak County Park through)
fuel load reduction (4/5th vote required).)

WHEREAS, Jacks Peak Park is an 892-acre County park, which is at high risk for a wildfire due to its location, environment and vegetation in the understory of the Monterey Pine forest;

WHEREAS, to address the potential risk of a wildfire at Jacks Peak County Park, in June 2018, the Resource Management Agency - Parks applied for a grant from the California Department of Forestry and Fire Protection, California Climate Investments (CCI) Forest Health Grant Program and was awarded \$116,789 for the proposed project;

WHEREAS, on November 6, 2018, the Board of Supervisors adopted Resolution No. 18-374 to ratify the submittal of the grant application and authorized the Director of the Resource Management Agency to execute an Agreement with the State accepting the grant award;

WHEREAS, while no habitable structures lie within the proposed project, this forested area's proximity to the cities of Carmel-by-the-Sea, Monterey, Pacific Grove, Seaside, Del Rey Oaks, and the unincorporated communities of Carmel, Carmel Valley, Alta Loma and Laurels Grade is cause for concern as it poses risk to public health and safety of nearly 90,000 residents and properties;

WHEREAS, the proposed project lies between Carmel Valley and the greater Monterey area, and may serve to help strategically facilitate wildfire containment;

WHEREAS, in the summer of 2020, there were three separate wildfires that started within days of one another: The River Fire caused by a lightning strike on August 16th that burned 48,088 acres, 30 structures destroyed (13 homes, 17 other structures); the Carmel Fire in Cachagua on August 18th that burned 6,905 acres, 73 structures destroyed (50 homes, 23 other

structures); and the Dolan Fire, on August 18th that burned 124,924 acres, 19 structures destroyed (14 homes, 5 other structures);

WHEREAS, funds received through this grant will help with removing fuels in the form of dead and dying trees, downed vegetation, and ladder fuel (live or dead vegetation growing up from the ground into the tree canopies); fuel material would be cleared utilizing the County Basic Defensible Space & Vegetation Management Guidelines of implementing a 100 foot defensible barrier around existing Park roads, buildings and maintenance facilities;

WHEREAS, the management approach consists of removing the fuel material using equipment, hand crews and goat grazing within the project area of approximately 40 acres;

WHEREAS, Parks staff has worked with Cal Fire and County Fire representatives, representatives with the local Chapter of the Monterey Bay Area Native Plant Society and members with the Friends of Jacks Peak Park, on the fuel reduction project;

WHEREAS, The California Department of Forestry and Fire Protection California Climate Investments (CCI) Fire Prevention Grant Program is a reimbursable grant program where the county will be required to cover the project costs up front and once project tasks are completed, the County will submit an invoice for reimbursement of the \$116,789 in grant funds;

WHEREAS, staff is requesting an increase in appropriations and revenues as this grant was not included in the FY 2020-21 Adopted Budget for Parks Operations; and it is anticipated that all work will be completed by June 30, 2021; and

WHEREAS, this action supports the Board of Supervisors' Infrastructure and Public Safety Strategic Initiatives allowing for the reduction of fuel load in Jacks Peak Park which in the event of a wildfire would help protect County infrastructure such as buildings and roads and provide for greater public safety as it could reduce the risk and intensity of a wildfire in the park and adjacent communities.

NOW, THEREFORE, BE IT RESOLVED THAT the Monterey County Board of Supervisors hereby resolves to approve the following:

Approve and authorize the Auditor Controller to amend the Fiscal Year 2020-21 Adopted Budget, Fund 001, Budget Unit 8510, Appropriations Unit RMA104, to increase appropriations and revenues by \$116,789 for the Parks Operations, where the financing source is the California Department of Forestry and Fire Protection California Climate Investments (CCI) Fire Prevention Grant Program to manager wildfire risk at Jacks Peak County Park through fuel load reduction (4/5th vote required).

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor _____ and carried this 23rd day of February 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 resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book ____ for the meeting on _____, 2021.

Dated: _____
File Number: _____

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

By _____
Deputy

Attachment B

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Monterey County Board of Supervisors

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

Board Order

Resolution No. 18-374

Upon motion of Supervisor John M. Phillips, seconded by Supervisor Simón Salinas and carried by those members present, the Board of Supervisors hereby:

Adopted Resolution No. 18-374 to:

- a. Found that the project is categorically exempt from CEQA pursuant to CEQA Guidelines section 15308 (Class 8);
- b. Ratified the submittal of a grant by the Resource Management Agency to the California Department of Forestry and Fire Protection's California Climate Investments (CCI) Fire Prevention Grant Program in the amount of \$116,789 for reducing fuel load to manage wildfire risk at Jacks Peak County Park; and
- c. Authorized the Director of the Resource Management Agency to execute an Agreement accepting the grant award.

PASSED AND ADOPTED on this 6th day of November 2018, by the following vote, to wit:

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

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting November 6, 2018.

Dated: November 6, 2018

File ID: RES 18-153

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



Joel G. Pablo, Deputy

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

Resolution No. 18-374

Adopted Resolution No. 18-374 of the Board of Supervisors:

- a. Finding that the project is categorically exempt from CEQA pursuant to CEQA Guidelines section 15308 (Class 8).)
- b. Ratify the submittal of a grant by the Resource Management Agency to the California Department of Forestry and Fire Protection's California Climate Investments (CCI) Fire Prevention Grant Program in the amount of \$116,789 for reducing fuel load to manage wildfire risk at Jacks Peak County Park; and)
- c. Authorizing the Director of the Resource Management Agency to execute an Agreement accepting the grant award.)

WHEREAS, there is the potential for a devastating wildfire at Jacks Peak County Park;

WHEREAS, the forested area's proximity to adjacent communities enhances the likelihood of visitor-initiated fires, posing risk to the health and safety of nearly 90,000 people, and property;

WHEREAS, on June 6, 2018, the Resource Management Agency (RMA-Parks) applied for a grant from the California Department of Forestry and Fire Protection, California Climate Investments (CCI) – *Forest Health Grant Program* to address the risk of fire at Jacks Peak County Park;

WHEREAS, on June 6, 2018, the project was selected to receive funds in the amount of \$116,789 to reduce fuel load to manage wildfire risk over about 171 acres;

WHEREAS, reducing the fuel load and clearing the invasive vegetative understory will protect the environment by preserving the park's special natural resources and Monterey Pine Forest;

NOW, THEREFORE, be it resolved that the Board of Supervisors of the County of Monterey:

- a. Find that the project is categorically exempt from CEQA pursuant to CEQA Guidelines section 15308 (Class 8)
- b. Ratify the submittal of a grant by the Resource Management Agency to the California Department of Forestry and Fire Protection's California Climate Investments (CCI) Fire Prevention Grant Program in the amount of \$116,789 for reducing fuel load to manage wildfire risk at Jacks Peak County Park.
- c. Approve and authorize the Director of the Resource Management Agency to execute an Agreement accepting the grant award.

PASSED AND ADOPTED on this 6th day of November 2018, by the following vote, to wit:

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

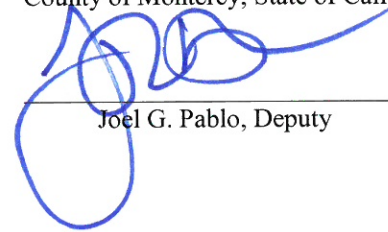
NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting November 6, 2018.

Dated: November 6, 2018
File ID: RES 18-153

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



Joel G. Pablo, Deputy

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Attachment C

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DEPARTMENT OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



January 2, 2019

John Akeman
County of Monterey
1441 Schilling Place
Salinas, CA 93901

5GG17120; Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County Park, Monterey, California

This agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Jonathan Pangburn at (831) 333-2600 if you have questions concerning services to be performed. Please contact Bobby Nguyen at (916) 651-6620 if you have any administrative questions or concerns.

1. ☐ Full grant agreement including terms and conditions, addendum, grant application form, scope of work, budget, and map enclosed. Print (single sided) and return three (3) sets of agreements with original signatures in blue ink. In addition, please return the attachment(s) below, as applicable to your organization, to be received by CAL FIRE no later than **November 30, 2018**.
 - Attachment 5 – Std. 204 Payee Data Record <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>
 - Attachment 7 – Board Resolution or Attesting Document granting authority to sign (non-profit and local entity applicants)

Return all originals and requested documents for further processing to:

Department of Forestry and Fire Protection
Attention: GMU/CCI FP
P.O. Box 944246
Sacramento, CA 94244-2460

2. ☒ Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Bobby Nguyen
Grants Analyst
Grants Management Unit

Enclosures

CC: Virginia Hernandez
Jonathan Pangburn
Stella Chan

State of California
Dept. of Forestry and Fire Protection (CAL FIRE)
State Fire Marshal's Office
GRANT AGREEMENT

APPLICANT: County of Monterey
PROJECT TITLE: Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County Park, Monterey, California
GRANT AGREEMENT: 5GG17120

PROJECT PERFORMANCE PERIOD IS from Upon Approval through March 15, 2022.

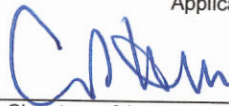
Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

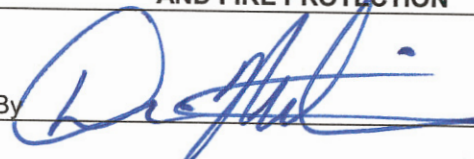
PROJECT DESCRIPTION: Removing fuels in the form of dead and dying trees, downed vegetation, and ladder fuel vegetation in a 3-tiered buffer approach around existing Park roads and maintenance facilities. High, moderate, and selective thinning will be implemented at 100ft, 200ft, and 300ft distances, respectively, from this infrastructure. The total proposed treatment area is 171 acres.
Total State Grant not to exceed \$ 116,789.00 (or project costs, whichever is less)

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

County of Monterey

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

Applicant
By 
Signature of Authorized Representative
Title RMA DIRECTOR
Date 11/26/2018

By 
Title: Dennis Mathisen, State Fire Marshal
Date 12/14/18

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING \$116,789.00		GRANT AGREEMENT NUMBER 5GG17120		FUND Greenhouse Gas Reduction Fund	
ADJ. INCREASING ENCUMBRANCE \$ 0.00		APPROPRIATION Greenhouse Gas Reduction Fund			
ADJ. DECREASING ENCUMBRANCE \$ 0.00		FUNCTION Greenhouse Gas Reduction Fund			
UNENCUMBERED BALANCE \$116,789.00		LINE ITEM ALLOTMENT 3540-001-3228	CHAPTER 14, 249	STATUTE 2017	FISCAL YEAR 17/18
T.B.A. NO.	B.R. NO. FY 17/18	INDEX 9212	OBJ. EXPEN D 418	PCA 91015	PROJECT/WORK PHASE VENDOR#

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF CAL FIRE ACCOUNTING OFFICER

DATE 12/27/18

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as “STATE” and County of Monterey, hereinafter referred to as “GRANTEE”.
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as “GRANT FUNDS”) not to exceed One Hundred Sixteen Thousand Seven Hundred Eighty Nine Dollars (**\$116,789.00**).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention Grant Program Procedural Guide 2017-2018
 - b. The submitted Application, Scope of Work, Budget Detail, GHG Emissions Reduction Methodology and Exhibits
 - c. Addendum for Greenhouse Gas Reduction Fund (GGRF) Grant Projects

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to Chapter 249, Statutes of 2017 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the State’s obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California’s natural environment produced with the use of GRANT FUNDS shall be available for public use.

III. GENERAL PROVISIONS

1. Definitions

- a. The term "Agreement" means grant agreement number **5GG17120**.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: County of Monterey
Section/Unit: BEU - San Benito-Monterey Unit	Section/Unit:
Attention: Jonathan Pangburn	Attention: John Akeman
Mailing Address: 2221 Garden Road Monterey, CA 93940	Mailing Address: 1441 Schilling Place Salinas, CA 93901
Phone Number: (831) 333-2600	Phone Number: (831) 755-5025 x4911
Email Address: Jonathan.Pangburn@fire.ca.gov	Email Address: AkemanJD@co.monterey.ca.us

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.
- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within 18 months from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and

marking property or project boundaries, contacting and signing up landowners, etc.).

- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Attachment 3 – Final Project Budget, and made a part of this Agreement.
- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an

authorized representative of GRANTEE as detailed in the Invoice Guidelines of the Procedural Guide for the CAL FIRE Fire Prevention Grant Program.

- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment to:

California Department of Forestry & Fire Protection
Attention: Jonathan Pangburn
2221 Garden Road
Monterey, CA 93940
- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
 - GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.

- GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.
- Multiple advance payments may be made to a GRANTEE over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
- All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
- Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the California Climate Investment Fire Prevention Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.

- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

8. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

9. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

10. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any

employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

11. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

12. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

13. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

14. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

15. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.
3. Greenhouse gas emissions must be calculated using the CARB Greenhouse Gas Quantification Methodology applicable to the grant program (<https://ww2.arb.ca.gov/resources/documents/cqi-quantification-benefits-and-reporting-materials>).
4. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.
5. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.
6. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage: <https://ww2.arb.ca.gov/resources/documents/cqi-quantification-benefits-and-reporting-materials>.

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the “California Climate Investments” program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

“Funding for this project provided by the California Department of Forestry and Fire Protection as part of the California Climate Investments Program.”

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at:

www.caclimateinvestments.ca.gov/logo-graphics-request.

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

“The Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County Park, Monterey, California Project is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment— particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.”



California Department of Forestry and Fire Protection (CAL FIRE)
California Climate Investment
Fire Prevention Program Grant Application
Fiscal Year 2017-18 Funding Opportunity



Please fill out this form completely. Be sure to save a copy of this form for your records. Submit 1 printed copy with original signature(s) and 1 electronic copy and all supporting materials to: **California Department of Forestry and Fire Protection, Attention: Grants Management Unit - Fire Prevention Program, P.O. Box 944246, Sacramento, CA 94244-2460**. E-mail an electronic copy to CALFIRE.Grants@fire.ca.gov. Be sure to include all attachments.

1. Project Tracking #: 17-FP-BEU-0147

CalMapper ID:

Project Name/Title: Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County Park, Monterey, California

County: Monterey

CAL FIRE Unit/Contract County: BEU - San Benito-Monterey Unit

Please use this 3-letter Unit identifier
for file naming
(see questions 6 & 17)

2. Organization Type: County

If Other, please specify:

If Non-Profit, are you a registered 501(c)(3)?

Fire Protection Provider:

3. Sponsoring Organization: Monterey County Resource Management Agency: Parks Department

Project Manager Title: Parks Planning Manager

First Name: John

Last Name: Akeman

Address 1: 1441 Schilling Place

Address 2:

City: Salinas

State: California

Zip Code: 93901

Phone Number: (831) 755-5025 x4911

Secondary Phone Number:

Email Address: AkemanJD@co.monterey.ca.us

Fax Number:

4. For which primary activity is funding being requested?

Fuel Reduction

5. Grant Period: Please provide the estimated start date and completion date for your project. Projects **MUST** be completed by March 15, 2022. Note that final billing is due 30 days after project completion. Please use MM/DD/YYYY format.

Project Start Date: 09/01/2018

Project Completion Date: 03/15/2022

Tracking #: 17-FP-BEU-0147

Project Name: Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County Park,
Monterey, California

6. Project Location: Identify a central point that identifies the general area of project activities. Enter the information in NAD 83 - degrees, minutes and seconds in whole numbers. Enter Longitude as a positive number.

A **REQUIRED** component of the application is the usage of the Fire Prevention Grant Project/Treatment Area Mapping Program. The mapping program and directions can be found here: http://calfire.ca.gov/fire_prevention/firepreventiongrants

Latitude N ° ' " Longitude W ° ' "

Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. For planning or public education projects, use a central point in the WUI for the general area covered by the project.

Please attach a Project map in PDF format with geographic information describing your project location. The map should show the surrounding area in relation to the project. **File naming convention:** Features should be named with the Tracking # and Feature Type. Example: 17-FP-UUU-XXXX-MAP.pdf

"Project Area" is the general area where project activities will reduce wildfire risk and/or damage. All projects must have a project area. For planning or public education grants or other projects that don't have well-defined boundaries, provide a map that generally covers the area. For example, for a county-wide public education project, the map should identify the populated portion of the WUI in the county.

7. Project Area Statistics:

For all projects, give an estimate of the project area size and include an estimate of the number of habitable structures impacted by the project. Provide the size of the treatment area for projects that include fuels treatment.

	LRA	FRA	SRA
Habitable Dwellings (# of dwellings):	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
Project Area (acres):	<input type="text"/>	<input type="text"/>	<input type="text" value="892"/>
Fuels Treatment Area (acres):	<input type="text"/>	<input type="text"/>	<input type="text" value="171"/>

8. SRA Fire Hazard Severity Zones (FHSZ):

What SRA Fire Hazard Severity Zones (FHSZ) are in the project area? SRA Fire Hazard Severity Zone ratings are available at: http://calfire.ca.gov/fire_prevention/fire_prevention_wildland_zones.php

Please provide an approximate number of acres or percentage of the project area in each zone.

FHSZ Rating	Acres	Percent	
Very High	<input type="text"/>	<input type="text" value="100"/>	%
High	<input type="text"/>	<input type="text"/>	%
Moderate	<input type="text"/>	<input type="text"/>	%
Non SRA (Federal or Local Area)	<input type="text"/>	<input type="text"/>	%
TOTAL		100	%

Acres Note: Total acres must be the same as Item 7 Project Area (Acres).
Percent Note: Total % must be 100%

Tracking #: 17-FP-BEU-0147

Project Name: Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County Park,
Monterey, California

9. Limiting Factors:

Are there any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the fire prevention proposed activity?

☐ If checked, describe existing plan(s) and the limitations, if any, in the attached Scope of Work.

10. Timber Harvest Plans:

For fuel reduction projects, is there a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE?

☐ If checked, provide the THP identification number and describe the relationship to the project in the attached Scope of Work document.

THP ID Number:

11. Communities at Risk: Is the project associated with a community that is listed as a Community At Risk?

See http://osfm.fire.ca.gov/fireplan/fireplanning_communities_at_risk.php

☒ Yes

☐ No

If yes, what is the name of the community(ies)? If none, enter "none".

Carmel Valley, Carmel-by-the-Sea, Monterey, Del Monte Forest, Del Rey Oaks

Number of Community(ies) at Risk:

12. Disadvantaged/Low Income Community(ies): Does the project contain a Disadvantaged and/or Low Income Community?

See <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>

☐ Yes

☒ No

If yes, select all that applies:

☐ Disadvantaged

☐ Low Income

☐ Both

☐ Buffer Zone

13. Describe how your proposal would reduce the total amount of wildfire (and thereby reduce wildfire emissions) around communities, homes, infrastructure, and other highly valued resources. Please focus on GHG benefits. (limited to space provided):

The Park's proximity to communities threatens public health and safety. Removal of dead/dying trees and ladder fuel limits the extent/intensity of potential wildfires, reducing the risk of excess GHG emissions and damage to carbon storage potential.

14. Project Budget:

What is the proposed budget? Please include a discussion of the project budget in the Scope of Work and enter the amount from the Project Budget workbook (.xls).

Budget Item

Amount

Grant Portion of project (\$)

Equipment Purchases (\$)

Partners (\$)

Total Project Budget (\$)

15. Local Wildland Fire Risk Reduction Plans:

Is the project in, consistent with, or build on a larger plan that deals with the risk and potential impact to habitable structures in the WUI covered by this project? If so, discuss in the Scope of Work. **Select all that apply.**

☒ CAL FIRE Unit Strategic Fire Plan

☐ Homeowners' Association Plan

☐ Fire Safe Council Action Plan

☐ County Fire Department Strategic Fire Plan

☐ Local Fire Department Plan

☐ FIREWISE Community Assessment

☒ Other Local Plan (Identify in Scope of Work)

☐ Local Hazard Mitigation Plan

☒ Community Wildfire Protection Plan

Tracking #: 17-FP-BEU-0147

Project Name: Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County Park, Monterey, California

16. CEQA Compliance:

Describe how compliance with the California Environmental Quality Act (CEQA) will be achieved in the Scope of Work. Is there an existing (CEQA) document that addresses this project or can be used to meet CEQA requirements?

Please indicate the CEQA document type:

For planning, education and other projects that are exempt from CEQA, select "Not Applicable".

Document Identification Number

17. Application Submission:

NOTE TO APPLICANT: If you modify the language contained in any part of this document, other than to fill in the blanks, or to provide requested information, your application will be rejected.

Note: Replace XXXX in the file name with the project's ID Number.

Note: Replace UUU in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instructions for this application form.

US Mail	Email	Attachments	File Name
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Application Form (.pdf)	<input type="text" value="17-FP-BEU-0147-Application.pdf"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Scope of Work	<input type="text" value="17-FP-BEU-0147-SOW.pdf"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Project Budget	<input type="text" value="17-FP-BEU-0147-Budget.xls"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Project Map (.pdf)	<input type="text" value="17-FP-BEU-0147-MAP.pdf"/>
<input type="checkbox"/>	<input type="checkbox"/>	Articles of Incorporation (.pdf)	<input type="text" value="NA"/>

I certify that the above and attached information is true and correct:

for Carl Hoken / J Akeman
Original Signature Required: Grantee's Authorized Representative

6/6/18
Date Signed

Printed Name

Title

RMA Parker

Executed on:

Date

at

City

Please fill out this form completely. Be sure to save a copy of this form for your records. Submit one (1) electronic copy in fillable PDF format with all supporting materials to CALFIRE.Grants@fire.ca.gov. Please use "Fire Prevention Program Project Application" in the E-mail subject line and include yourself as a cc. Your CC will be proof of your submittal. In addition, submit one (1) hard copy with signatures and all supporting materials to : **California Department of Forestry and Fire Protection, Attention: Grants Management Unit - Fire Prevention Program, P.O. Box 944246, Sacramento, CA 94244-2460.** Hard copy will need to be postmarked no later than **June 6, 2018**. Electronic copy must be submitted no later than **June 6, 2018 at 3:00 pm PST**. Applications postmarked after this date and time will be considered late.

If you would like to mail the hard copy via expedited/overnight mail, please E-mail CALFIRE.Grants@fire.ca.gov for the physical mailing address.

Tracking #: 17-FP-BEU-0147

Project Name: Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County Park,
Monterey, California

Page 4 of 4



California Department of Forestry and Fire Protection
(CAL FIRE) California Climate Investments
Fire Prevention Grants Program
Project Scope of Work



Project Name: Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County Park, Monterey, California

Project Tracking Number: 17-FP-BEU-0147

Project Description Summary: Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc.

Jacks Peak is an 892-acre county park owned and managed by Monterey County Resource Management Agency's Parks Department. Its forest is at high risk of a devastating wildfire that would release carbon into the atmosphere and hinder its ability to sequester carbon in vegetation and soils. This forested area's proximity to cities and communities enhances the likelihood of visitor-initiated fires, posing risk to the health and safety of nearly 90,000 people. Monterey County proposes removing fuels in the form of dead and dying trees, downed vegetation, and ladder fuel vegetation in a 3-tiered buffer approach around existing Park roads and maintenance facilities. High, moderate, and selective thinning will be implemented at 100ft, 200ft, and 300ft distances, respectively, from this infrastructure. The total proposed treatment area is 171 acres.

A. Scope of Work

This item is broken into project specific criteria depending on the type of project being proposed: planning, education or hazardous fuel reduction. Please **answer one section of questions** that pertain to the primary activity type for your project.

Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.
2. Describe the goals, objectives, and expected outcomes of the project.
3. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures in the WUI.
4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers.
5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?
6. How will the project/activity utilize the left over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

Section 2: Planning Projects

1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.

2. Describe how the project will assess the risks to residents and structures in the WUI and prioritize projects to reduce this risk over time.
3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?
4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.
5. Describe the pathways for community involvement that will be incorporated in the planning process.

Section 3: Education

1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures in the WUI.
2. Describe the target audience of the education program and how information will be distributed to this audience.
3. Will the education program raise the awareness of homeowner responsibilities of living in a fire prone environment?
4. Identify specific actions being advocated in the education material that is expected to increase the preparedness of residents and structures in the WUI for wildfire.
5. Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

Answer only 1 set of questions from above, depending on your project; Fuel Reduction, Planning or Education.

Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

1. While no habitable structures lie within the proposed project area, this forested area's proximity to the cities of Carmel-by-the-Sea, Monterey, Pacific Grove, Seaside, Del Rey Oaks, and the unincorporated communities of Carmel, Carmel Valley, and Laurels Grade is cause for concern as it poses risk to public health and safety of nearly 90,000 residents. The nearby areas of Big Sur, Carmel Valley, and Carmel Highlands were recently affected by the 2016 Soberanes fire which burned more than 132,000 acres and was only 5 miles from Jacks Peak, and the 2009 Basin Complex Fire of 2008 which burned over 162,000 acres at approximately 15 miles from Jacks Peak. Both fires proved to be devastating to habitable structures and local infrastructure, as the topography and periodic episodes of high wind pose unique challenges for fire fighters. The proposed project lies between Carmel Valley and the greater Monterey area, which may serve to strategically facilitate wildfire containment.

2. Goals:

- Provide defensible space and fire breaks that could prevent fire spread and aid in fire containment
- Remove pest- and pathogen-ridden downed vegetation to prevent the spread of bark beetle and pitch canker
- Improve overall forest resilience to ensure the preservation of carbon stores in vegetation and soil, the health of a rare stand of native Monterey Pines, and the health of the Carmel River Watershed
- Uncover overgrown hydrants and other infrastructure to aid in fire suppression should a wildfire occur

Objectives:

- Remove dead and dying trees, downed vegetation, and ladder fuel vegetation from 171 acres of forested land.

Expected Outcomes:

- Reduced risk of wildfire in Jacks Peak Park
- Improved access to staging areas for wildfire and emergency responders
- Navigable alternate egress route for residents living on Loma Alta Road, which dead-ends at the border of Jack's Peak Park.

3. The proposed project takes place along roadways and near parking and picnic infrastructure in Jacks Peak Park. Common causes of wildfire at the WUI include cigarette butts and barbeques. By reducing fuel load in and near these areas, we can more effectively reduce the risk of visitor-initiated fire. Jacks Peak Park is densely forested, yet centrally located near the cities of Carmel-by-the-Sea, Monterey, Pacific Grove, Seaside, Del Rey Oaks, and the unincorporated communities of Carmel, Carmel Valley, and Laurels Grade. Given current fuel loads in the park, wildfire would burn hot, easily intensify into a crown fire, and spread quickly into dense residential areas.

4. The Carmel River provides critically important water resources for the greater Monterey area. Wildfire in Jacks Peak Park would likely impact this water resource, as its steep slopes are part of the Carmel River Watershed. The project area is additionally proximal to the Monterey Airport.

5. The scale of this project is designed to complement previous and ongoing efforts by the San Benito – Monterey Cal Fire Unit to strategically prepare for wildfire on the Monterey peninsula.

6. The project does not propose the utilization of biomass for energy production, as the transport logistics are unfeasible. Biomass will be mulched and distributed throughout the treatment area. Where possible, a curtain burner will be used to eliminate excess biomass without adversely impacting air quality.

B. Relationship to Strategic Plans

Does the proposed project support the goals and objectives of the California Strategic Fire Plan, the local CAL FIRE Unit Fire Plan, a Community Wildfire Protection Plan (CWPP), County Fire Plan, or other long term planning document?

The proposed project supports goals and objectives outlined in the California Strategic Fire Plan, the San Benito-Monterey CAL FIRE Unit Fire Plan, and the Monterey County Community Wildfire Protection Plan. It additionally supports goals and objectives outlined by the Monterey County Emergency Permit for Sudden Oak Death and the Cypress FPD Community Wildfire Protection Plan.

C. Degree of Risk

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php
2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI.

1. 100% of the proposed fuel reduction project lies within the Fire and Resource Assessment Program's hazard severity zone with a classification of Very High.
2. The proposed project lies within five miles of the Carmel Valley, Carmel-by-the-Sea, Monterey, Del Rey Oaks, and Seaside.

D. Community Support

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?
2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.
3. Describe any plans to maintain the project after the grant period has ended.
4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?

1. This project does not include matching funds or in-kind contributions, but Monterey County staff time will be dedicated to the administration of the project.
2. Planned external communications for this project include project signage, press releases, and social media outreach.
3. The intention of this project is to address deferred maintenance needs in the reduction of accumulated fuel. There are no ongoing requirements associated with this project that extend beyond the grant period.

4. The proposed project will complement efforts made by the San Benito-Monterey CAL FIRE Unit, the Monterey County Fire Safe Council, the Monterey Peninsula Regional Park District, and the privately owned Del Mesa Carmel community. The combined effort aims to reduce regional wildfire risk at the landscape level.

E. Project Implementation

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.
2. Verify the expected timeframes to complete the project will fall under the March 15, 2022 deadline.
3. Describe the milestones that will be used to measure the progress of the project.
4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.
5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?

Forestry assessments and project planning: Completed Jan 2020

Project implementation: Feb-Apr 2020, Oct-Dec 2020

Post-implementation Assessments: Spring 2021

Project Completion: Spring 2022

Milestones:

1. Forestry Assessment
2. Finalization of project plan – project approval by local CAL FIRE officials
3. Project bidding
4. Project implementation – supervision from Registered Professional Forester
5. Project Assessment
6. Project Reporting

Measurable outcomes for this project include: number of dead/dying trees removed, total area treated, and changes in fire behavior – haul chart flame height ratings.

Requirements of the California Environmental Quality Act will be met by exemption through Governor Jerry Brown's 10-30-2015 Emergency Proclamation:

1. 100% of the project area lies within FRAP's Hazard Zone with the classification of Very High
2. 100% of the proposed project area lies within Tier 2 High Hazard Zone (and some Tier 1)
3. The project will be designed to strictly comply with Tree Mortality Task Force guidelines

F. Administration

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.
2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.

The Monterey County Resource Management Agency has resources to dynamically manage and support the proposed project. Ongoing maintenance of over 13,000 acres of public park property indicate this administrative capacity. Recent tree removal projects include the extraction of 30 large eucalyptus trees from San Lorenzo Park in King City, CA. Point removals of hazard trees in Jacks Peak Park has been an ongoing effort and growing concern for the agency. Through collaboration with San Benito-Monterey CAL FIRE Unit officers, Monterey County Fire Safe Council, and the Monterey Peninsula Regional Park District, this project has the organizational support needed to be carried to completion. John Akeman, RMA Parks Planning Manager, will primarily implement this project. Project expense tracking and management of project records will be overseen by Monterey County Resource Management Agency's Deputy Director of Administrative Services, Shawne Ellerbee

G. Budget

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget.

1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.
2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.
3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?
4. Identify all Indirect Costs and describe why they are necessary for a successful project implementation. Administrative expenses to be paid by the Fire Prevention Grants must be less than 12% of the total grant request (excluding equipment).
5. Explain each object category in detail and how that would support meeting the grant objectives.

Expenses outlined in the spreadsheet are estimated based on values in the CAL FIRE 2018 CFIP High Speed Rail Authority Reforestation user's guide. "Site prep" values cover expenses related to the preparation of treatment areas for mechanical fuel reduction work. This may include hand trimming or project assessments. Light, Moderate, and Heavy preparation refers to the treatments taking place at 300ft, 200ft, and 100ft distances, respectively, from County infrastructure.

H. California Climate Investments

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

1. How will the project/activity reduce Greenhouse Gas emissions?
2. Is the project located in a Low-Income or Disadvantaged Community? If not, does the project benefit those communities. Please explain.
3. What are the expected co-benefits of the project/activity (i.e. environmental, public health and safety, and climate resiliency)?
4. When are the Greenhouse Gas emissions and/or co-benefits expected to occur and how will they be maintained?

A fire in the pine forests of Jacks Peak would release carbon stores into the atmosphere, resulting in greenhouse gas emissions and damage to the carbon storage potential of the forest's soils and vegetation. This forested area's proximity to the cities of Carmel-by-the-Sea, Monterey, Pacific Grove, Seaside, Del Rey Oaks, and the unincorporated communities of Carmel, Carmel Valley, and Laurels Grade is cause for concern as it poses risk to public health and safety. Removal of dead and dying trees and ladder fuel will reduce risk of crown fires, thereby limiting the extent and intensity of potential wildfires. Mulching and curtain burners will be employed to limit emissions associated with this project.

Project Budget

Project Name: Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County Park, Monterey, California

Budget Category	Item Description	Cost Basis			Cost Share (%)			Funding Source (\$)			Total (\$)
		Quantity	Units	Cost/Unit	Grant	Grantee	Partner	Grant	Grantee	Partner(s)	
A. Salaries and Wages											
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	RMA Staff Administration	15	Days	\$ 700	0%	100%	0%	\$ -	\$ 10,500	\$ -	\$ 10,500
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	RMA Staff Administration	30	Days	\$ 500	0%	100%	0%	\$ -	\$ 15,000	\$ -	\$ 15,000
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Salaries and Wages:								\$ -	\$ 25,500	\$ -	\$ 25,500
B. Employee Benefits											
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Employee Benefits:								\$ -	\$ -	\$ -	\$ -
C. Contractual											
	RPF Forest Assessment & Plan	1	Report	\$ 5,500	100%	0%	0%	\$ 5,500	\$ -	\$ -	\$ 5,500
	RPF Supervision	10	Days	\$ 500	100%	0%	0%	\$ 5,000	\$ -	\$ -	\$ 5,000
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Site Prep: Light	58	Acres	\$ 298	100%	0%	0%	\$ 17,284	\$ -	\$ -	\$ 17,284
		0	Report	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	3 Gabilan Fire Crews (15days)	45	Days	\$ 400	100%	0%	0%	\$ 18,000	\$ -	\$ -	\$ 18,000
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Site Prep: Moderate	57	Acres	\$ 425	100%	0%	0%	\$ 24,225	\$ -	\$ -	\$ 24,225
	Site Prep: Heavy	56	Acres	\$ 680	100%	0%	0%	\$ 38,080	\$ -	\$ -	\$ 38,080
		0	Report	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Contractual:								\$ 108,089	\$ -	\$ -	\$ 108,089
D. Travel & Per Diem:											
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Travel & Per Diem:								\$ -	\$ -	\$ -	\$ -
E. Supplies											
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Supplies:								\$ -	\$ -	\$ -	\$ -
F. Equipment											
	Chipper 15" capacity	15	Days	\$ 54	100%	0%	0%	\$ 810	\$ -	\$ -	\$ 810
	Chipper 15" capacity	15	Days	\$ 54	100%	0%	0%	\$ 810	\$ -	\$ -	\$ 810
	Curtain Burner	15	Days	\$ 72	100%	0%	0%	\$ 1,080	\$ -	\$ -	\$ 1,080
	Sawyer/cutting Equipment (10x)	1200	Hours	\$ 5	100%	0%	0%	\$ 6,000	\$ -	\$ -	\$ 6,000
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Equipment:								\$ 8,700	\$ -	\$ -	\$ 8,700
G. Other Costs											
	20x County Site Visits (40mi RT)	600	Miles	\$ 1	0%	100%	0%	\$ -	\$ 600	\$ -	\$ 600
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Other Costs								\$ -	\$ 600	\$ -	\$ 600
Total Direct Costs								\$ 116,789	\$ 26,100	\$ -	\$ 142,889
Indirect Costs (Exclude Equipment)							0%	\$ -		\$ -	
Total Project Costs								\$ 116,789	\$ 26,100	\$ -	\$ 142,889
Less Program Income								\$ -			\$ -
Total Grant Proposed Costs								\$ 116,789	\$ 26,100	\$ -	\$ 142,889

5716000 5717000 5718000 5719000 5720000 5721000 5722000 5723000 5724000

Monterey County Resource Management Agency
Parks Department
Prepared 06/06/2018

Proposed Fuel Reduction Project Plan

CAL FIRE Fire Prevention Grant Program
Jacks Peak County Park, Monterey, CA

2106000

2104000

2102000

2100000

2098000

2096000

2106000

2104000










2102000

2100000

2098000

2096000

Legend

-  Park Structures
-  Parking Lots/Picnic Areas
-  Park Access Road
-  Trails
-  100ft Intensive Treatment
-  200ft Moderate Treatment
-  300ft Selective Treatment
-  Park Boundary
-  Parcels



Treatment Area: 171 acres

0 .5 1 Miles

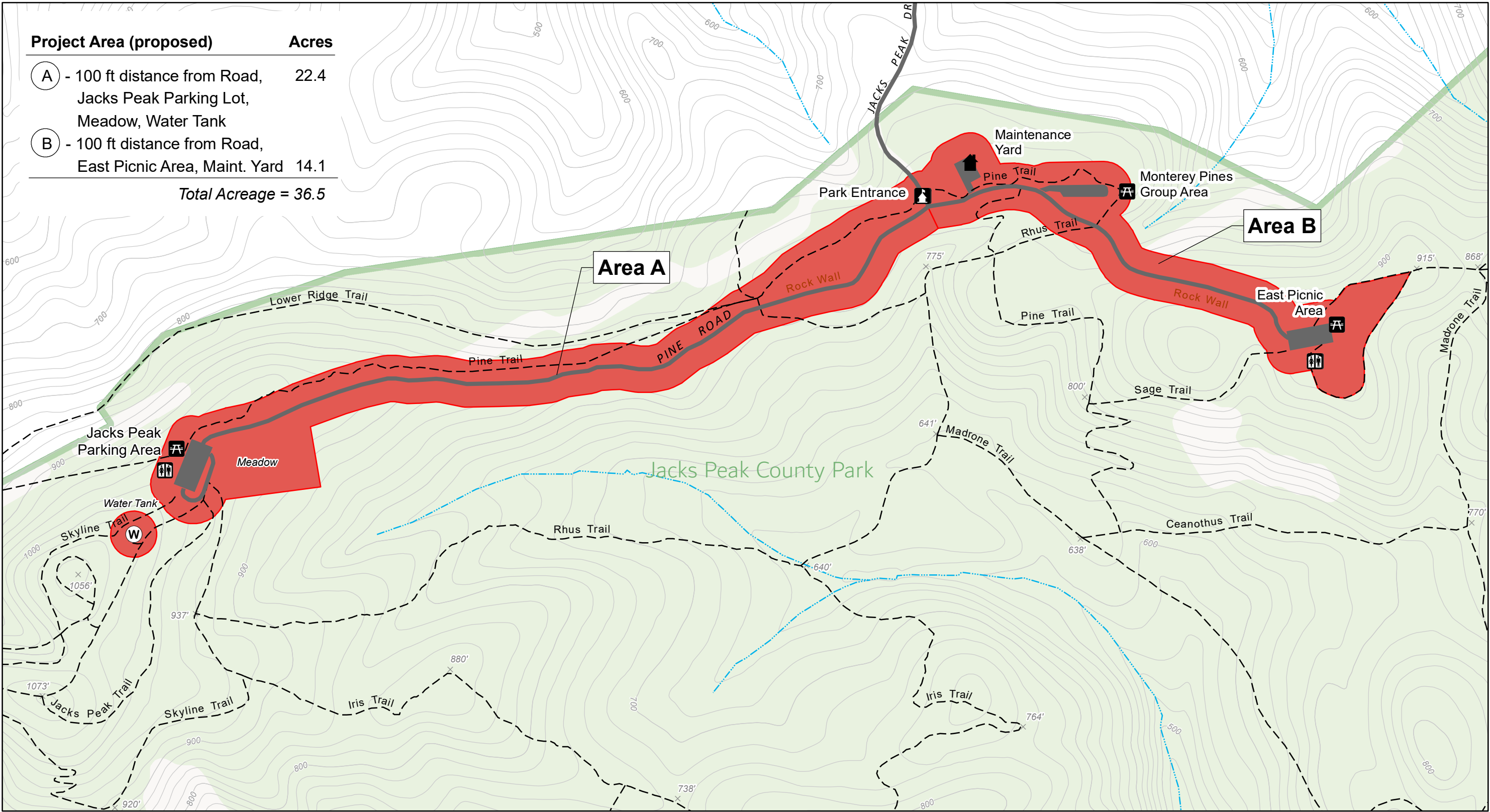
5716000 5717000 5718000 5719000 5720000 5721000 5722000 5723000 5724000

986

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Attachment D

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0100200 Meters

0400800 Feet

SCALE 1: 5,000

Coordinate System: NAD83 State Plane Zone IV, Units Feet
Map Grid: 2 000-foot interval
Contour Interval 20 feet (USGS), Vertical Datum NAD1988

Legend

Project Area

Trails

Road

Contour Line

Park Boundary

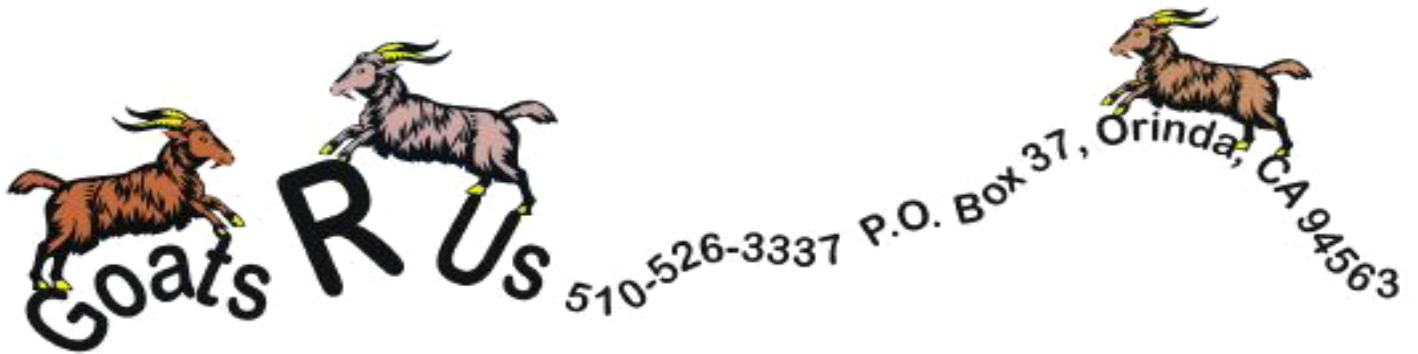
County of Monterey
Resource Management Agency
Parks Department
Map Prepared: 8/12/2020



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Attachment E

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BRYAN FLORES
Operations Manager – County Parks
County of Monterey
FloresB1@co.monterey.ca.us
831-796-6425

GOAT GRAZING BID 2020

JACK'S PEAK

36.5 acres @ \$2100.00 per acre	\$76,650.00
Hay and supplement feed	8,300.00
Transportaiton	<u>3,800.00</u>
TOTAL	\$88,750.00

*This price includes the extra laborers for this project as well. It also assumes that there is a water source available for the livestock.

THANK YOU!

Terri, Egon, Zephyr Oyarzun & the GOATS ☺

Tope's Tree Service Inc.
PO Box 51964
Pacific Grove, CA 93950 US
(831)373-7765
info@topestreeservice.com



Estimate

ADDRESS

Monterey County Resource
Management Agency
Attn: Lynette Redman
1441 Schilling Place
South 2nd Floor
Salinas, CA 93901

ESTIMATE # 11521

DATE 08/11/2020

ACTIVITY	QTY	RATE	AMOUNT
Road way debris removal from Kios to top parking area. Remove large large brush approximately 10 feet off road edge, each side of road			
Tree Removal Load and remove logs and brush along road way. 2 men one skid steer with grapple bucket @ \$1500 per day	3	1,500.00	4,500.00
Dumpster fee 30 yard Dumpster for debris/log hauling estimate 6 dumpster	6	500.00	3,000.00
TOTAL			\$7,500.00

Accepted By

Accepted Date

Tope's Tree Service Inc.
PO Box 51964
Pacific Grove, CA 93950 US
(831)373-7765
info@topestreeservice.com



Estimate

ADDRESS

Monterey County Resource
Management Agency
Attn: Lynette Redman
1441 Schilling Place
South 2nd Floor
Salinas, CA 93901

ESTIMATE # 11510

DATE 08/11/2020

ACTIVITY	QTY	RATE	AMOUNT
Jacks Peak. Tree removals by bathrooms			
Tree Removal	2	3,200.00	6,400.00
Remove 1 large hazardous pine in front of bath room.			
Remove 2 large dead pines and 1 medium sized dying pine behind bath rooms.			
Remove pile of logs next to parking stalls across fro bathroom			
Clean up remove all wood and debris.			
3 men chipper and truck and crane truck @ \$3200 per day estimate 2 days			
Dumpster fee	2	500.00	1,000.00
Dumpster fee for hauling logs from tree removal			
\$500 per dumpster estimate 2 dumpsters needed			
TOTAL			\$7,400.00

Accepted By

Accepted Date

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Monterey County

Item No.26

Board Report

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

Legistar File Number: RES 21-037

February 23, 2021

Introduced: 2/9/2021

Current Status: RMA Public Works -
Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to authorize the Department of Public Works, Facilities, & Parks to submit a grant application for up to \$7.5 million in competitive grant funding from the California Department of Parks and Recreation Statewide Park Development and Community Revitalization Program for the San Lorenzo County Park Project (Project) in King City, California:

- a. Certify that Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project;
- b. Certify that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project;
- c. Certify that Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide;
- d. Delegate the authority to the Director of Public Works, Facilities, & Parks or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope;
- e. Agree to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines; and
- f. Will consider promoting inclusion per Public Resource Code (PRC §80001(b)(8 A-G)).

RECOMMENDATION:

Adopt a Resolution to authorize the Department of Public Works, Facilities, & Parks to submit a grant application for up to \$7.5 million in competitive grant funding from the California Department of Parks and Recreation Statewide Park Development and Community Revitalization Program for the San Lorenzo County Park Project (Project) in King City, California:

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SUMMARY/DISCUSSION:

On June 5, 2018, California voters passed Proposition 68 (Prop 68), the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, which authorized the issuance of approximately \$4 billion in bonds pursuant to the State General Obligation Bond Law to finance drought, water, parks, climate, coastal protection, and outdoor access for all programs. The California Department of Parks and Recreation (DPR) Office of Grants and Local Services (OGALS) is administering Prop 68 funds for grant opportunities. The Statewide Park Development and Community Revitalization Program (SPP) is a competitive grant program with \$395 million in grant funds available to create new parks or expand or renovate existing parks in underserved communities across California (Attachment A- SPP Application Guide). OGALS is accepting grant applications for projects ranging from \$200,000 to \$8,500,000 (Attachment B- SPP Grant Administration Guide). The application deadline is March 12, 2021.

The San Lorenzo County Park in King City meets the eligibility requirements for SPP grant funds. In preparing the application for SPP grant funds, Public Works, Facilities, and Parks (PWFP) evaluated the needs of the San Lorenzo County Park and adjacent community to develop a proposed project scope (Scope). A series of community meetings were held to gather insight regarding the community's vision for recreation features and safety and beautification needs for the park. Community members expressed a strong desire for a trail around the perimeter of the park for mixed use (pedestrian and bicycle), as well as development of existing informal trails on the west side of the park. These community requests have been incorporated into the Scope. Additionally, a splash pad is included in the Scope as the King City community does not have access to a public water-recreation facility. The splash pad, beyond offering cooling enjoyment on hot days, will provide multiple health benefits, including development of youth cognitive and gross motor skills, as well as encourage physical activity and social interaction. Lastly, the Monterey County Agricultural and Rural Life Museum (MCARLM) expressed a need for an outdoor classroom area to provide environmental education for visiting students. As part of the County's ongoing partnership with MCARLM, an outdoor classroom is included in the Scope (See Attachment C- Project Conceptual Site Plan and Attachment D-Proposed Project Overview).

The grant application submittal for the San Lorenzo County Park will request up to \$7.5 million for the Project Scope, Project contingency, and County Staff time allowable per the grant guidelines. Receiving SPP grant funds will allow the County to upgrade aging recreation equipment and expand recreation features at the park. The overarching goal in seeking SPP funding is to enhance visitor and community experience and safety at the park. State notification of funding awards is anticipated four to six months after the March 12, 2021 close of the application period.

The proposed Project Scope includes the following:

New Recreation Features and Additions

Splash pad, restroom building with showers, outdoor classroom (MCARLM), and perimeter recreation trail around the park.

Replacement of Existing Recreation Features and Support Amenities

Replace existing play structure, develop and surface a portion of existing recreation trails, replace BBQ pits, plant native vegetation and install interpretive signs, remove some eucalyptus trees and replant with other tree species, enhance park entrance, and add *wifi* within the park.

If grant funds are awarded for the proposed Project, the following criteria must be met:

- 1) Project must be completed by March 31, 2025 to conclude the grant cycle by June 30, 2025.
- 2) A 30-year deed restriction is required to be placed on the property title of project site to ensure that the Project will remain open for public use and recreation for 30 years.
- 3) A cash match is not required; however, an in-kind match of staff time to research and define the scope of the proposed project and to complete the application and upfront costs to fulfill California Environmental Quality Act (CEQA) requirements are required of the County.

Staff requests the Board adopt a resolution authorizing PWFP to submit a grant application for up to \$7.5 million in competitive grant funding for the San Lorenzo County Park Proposed Project, and authorize the PWFP Director or designee to submit an application and all necessary documents to apply for the grant funds (Attachment E-Draft Resolution). If the San Lorenzo County Park Project is selected to receive SPP grant funding, staff will return to the Board for approval to accept the grant award and approve the Project.

CEQA:

The County is not approving any project by this action and maintains all discretionary authority with respect to project approval. The adoption of this Resolution is not considered a project under CEQA.

The County must complete a CEQA analysis for the proposed Project and submit compliance documentation (compliance certificate and a copy of a Notice of Exemption or Notice of Determination filed with the County Clerk) to OGALS within three months of the application due date to demonstrate project readiness. The County intends to engage an on-call consultant to complete this task. Costs for this required CEQA documentation will be part of the County in-kind match for the grant funds.

OTHER AGENCY INVOLVEMENT:

OGALS established the prescribed language of the Resolution that must accompany all applications for grant funds. The Office of the County Counsel reviewed and approved the Draft Resolution as to form. The Monterey County Parks Commission received reports on Prop 68 grant opportunities at its October 1, 2020 and January 14, and February 4, 2021 meetings. The Park Commission voted to support this recommendation to the Board of Supervisors on February 4, 2021.

FINANCING:

Upfront costs for staff to prepare the grant application and define the project scope are anticipated at \$7,600. Sufficient funds are available to cover these costs in Fiscal Year (FY) 2020-21 RMA Adopted Budget, Fund 001, Department 8510 Parks, Appropriation Unit RMA104. PWFP is working to identify an on-call consultant to fulfill the Project's CEQA requirements, and the cost of these services has not been determined.

If a grant award is made and the proposed Project is completed, ongoing annual costs of materials and supplies to operate and maintain the new project features are estimated at \$82,000, primarily due to the splash pad. Once amenities are installed, they become park assets and are folded into ongoing park maintenance and operations. Each asset is identified along with the required associated time standards for maintenance operations as well as staff costs. Future operating and maintenance costs associated with the new features will be requested through the annual budget process. Should additional funds otherwise be required, staff will return to the Board of Supervisors, via the appropriate Commissions and Committees, to request increases in appropriations and/or contributions from the General Fund. It is likely that park visitorship will increase with new recreational features and amenities, and a corresponding increase in revenue will be realized.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended action supports the Board of Supervisors Strategic Initiatives for Health and Human Services, Infrastructure, and Public Safety by proactively seeking grant funding to enhance the County's ability to offer expanded, safe, and accessible public recreation experience to the King City community.

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

Prepared by: Janie Bettencourt, Management Analyst II (831) 755-5184

Reviewed by: Gustavo Flores, Parks Administrative Operations Manager

Approved 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-SPP Application Guide

Attachment B-SPP Grant Administration Guide

Attachment C-San Lorenzo County Park Proposed Project Conceptual Site Plan

Attachment D- San Lorenzo County Park Proposed Project Overview

Attachment E-Draft Resolution

(Attachments are on file with the Clerk of the Board)



Monterey County

Item No.

Board Report

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

Legistar File Number: RES 21-037

February 23, 2021

Introduced: 2/9/2021

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Resolution

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- ☐ Administration
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- ☒ Infrastructure
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Approved 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

DS
SE

Attachments:

Attachment A-SPP Application Guide

Attachment B-SPP Grant Administration Guide

Attachment C-San Lorenzo County Park Proposed Project Conceptual Site Plan

Attachment D- San Lorenzo County Park Proposed Project Overview

Attachment E-Draft Resolution

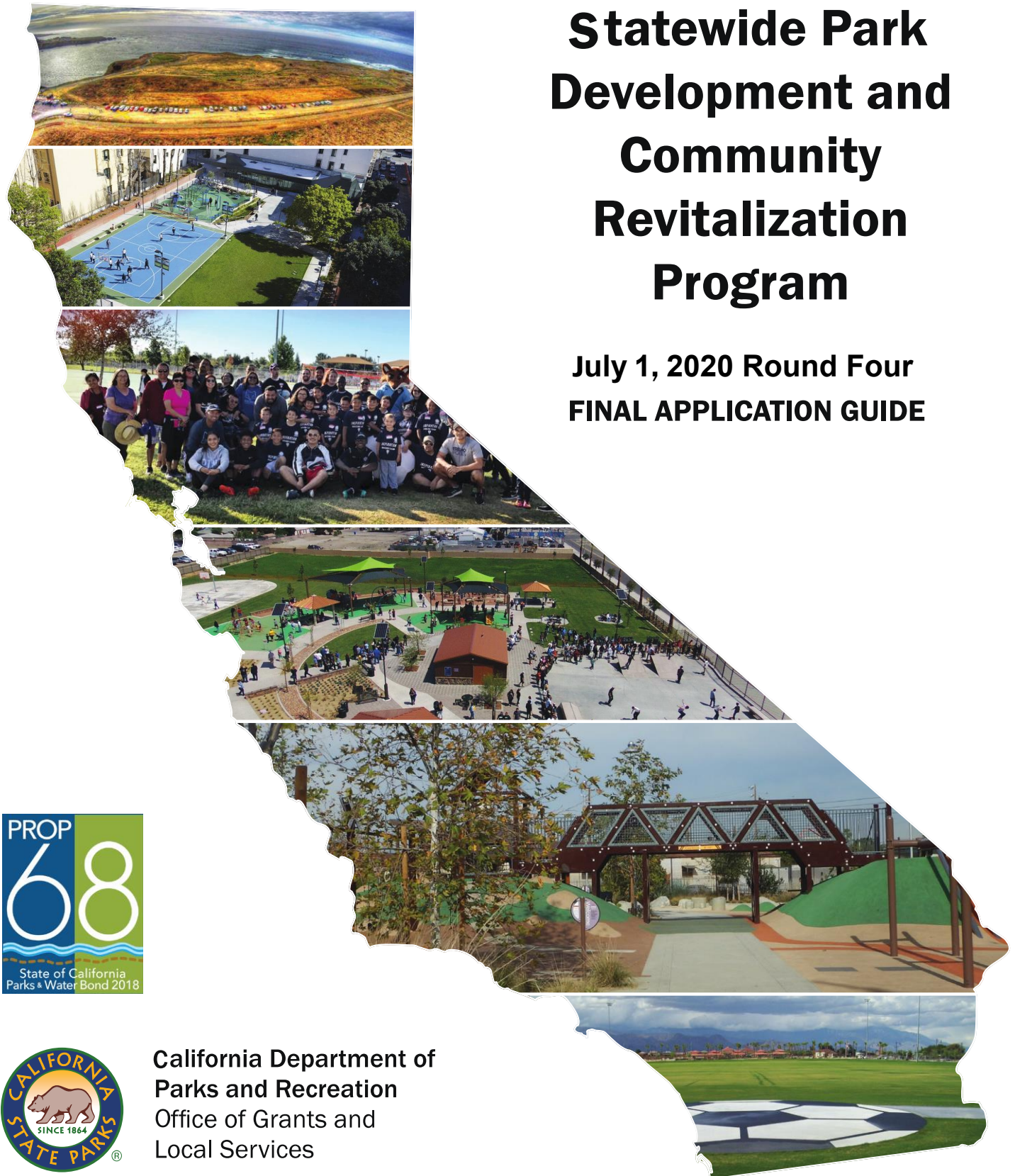
(Attachments are on file with the Clerk of the Board)

Attachment A

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Statewide Park Development and Community Revitalization Program

July 1, 2020 Round Four
FINAL APPLICATION GUIDE



California Department of
Parks and Recreation
Office of Grants and
Local Services

State of California Department of Parks and Recreation

Office of Grants and Local Services

DEPARTMENT MISSION

The mission of the California Department of Parks and Recreation (DPR) is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

COMMUNITY ENGAGEMENT DIVISION MISSION

Encouraging healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

THE OFFICE OF GRANTS AND LOCAL SERVICES (OGALS) MISSION

To address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships, and providing leadership through quality customer service.

OGALS VISION GOALS

- Proactive in meeting California's park and recreation needs through innovative grant programs and customer service.
- Commitment to providing quality customer service in every interaction and transaction as honest, knowledgeable, and experienced grant administrators.
- Sensitive to local concerns while mindful of prevailing laws, rules, and regulations.
- Responsive to the needs of applicants, grantees, non-profit organizations, local governments, tribes, and legislative members, as partners working to improve the quality of life for all Californians by creating new parks and recreation opportunities.

Cover images of parks created by this program:

Top to bottom, Noyo Headlands Park in Fort Bragg, Boedekker Park in San Francisco (photo by Jeremy Beeton, courtesy of The Trust for Public Land). Inspiration Park in Fresno, Bryce E. Haynes Park in San Bernardino, Serenity Park in Watts, and Rancho Las Flores Park in Coachella.

Welcome to the Statewide Park Development and Community Revitalization Program (SPP)

FOREWORD

Since 1965, statewide grants administered by OGALS created and improved over 7,580 parks. We look forward to continuing this legacy with grantees to improve the quality of life for communities throughout California.

Parks are unique places where children can play, families and friends bond, people exercise, seniors socialize, youth are mentored, cultures are celebrated, and everyone connects with nature. For these reasons and more, vibrant parks funded by this program will create humane and healthier communities. Building successful parks in underserved communities is “a work of art.” SPP embraces meaningful engagement with local residents where park designs represent each community’s unique recreation needs and creativity.

SPP is the largest park related grant program in California’s history and possibly U.S. history, with over \$1 billion in funding between the 2018 Prop. 68 and 2006 Prop. 84 Bond Acts. To record the legacy of this program, “before and after” site photos will be featured at parksforcalifornia.org. Thank you for your interest.

APPLICATION GUIDE

Use these guidelines to plan and submit the grant application. The SPP Team is committed to give technical assistance, taking pride in being approachable and informative. Contact information and program updates are at parks.ca.gov/spp.

CONTACT INFORMATION:

Office Address:

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

Online Application:

Follow instructions for online
applications at parks.ca.gov/spp

MAIN LINE: (916) 653-7423

PROGRAM WEBSITES: parks.ca.gov/spp | parksforcalifornia.org/communities

Revitalizing Communities Statewide

Serenity Park Watts



Rancho Las Flores Coachella



Noyo Headlands Fort Bragg



Inspiration Park Fresno



Bryce E. Haynes Park San Bernardino



Boedekker Park San Francisco



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I. PROGRAM OVERVIEW

INTENT

Statewide Park Program (SPP) competitive grants will create NEW PARKS and NEW RECREATION OPPORTUNITIES in CRITICALLY UNDERSERVED COMMUNITIES across California.

Proposition 68 Funding

- \$650,275,000 will be distributed throughout multiple ROUNDS.
- Use this Application Guide for each ROUND.

LEGACY

Previously, Proposition 84 (2006 Bond Act) funded two ROUNDS:

- \$2.9 billion was requested. \$368 million was awarded.
- Over one hundred new parks were created and twenty existing parks were improved throughout California.

SPP legislation is found in Public Resources Code §§5640 through 5653.

Proposition 68 (2018 Bond Act) continues this program's legacy.

ELIGIBLE APPLICANTS

- Cities
- Counties
- DISTRICTS (as defined on page 71)
- JOINT POWERS AUTHORITIES (one member of the JOINT POWERS AUTHORITY must be either an eligible DISTRICT, City, or County)
- NON-PROFITS with 501(c)(3) status

TYPES OF PROJECTS

A PROJECT must involve either DEVELOPMENT or a combination of ACQUISITION and DEVELOPMENT to:

1. Create a NEW PARK, or
2. EXPAND an EXISTING PARK, or
3. RENOVATE an EXISTING PARK

All PROJECTS must create or RENOVATE at least one RECREATION FEATURE. Examples of RECREATION FEATURES include but are not limited to the following:

RECREATION FEATURES (eligible examples)

- ACQUISITION of land:
 - Combined with DEVELOPMENT of a NEW RECREATION FEATURE.
 - OR
 - Already has a RECREATION FEATURE for public use at close of escrow.
- Aquatic center, swimming pool, splash pad, fishing pier or paddling launch site
- Amphitheater/performing arts dance, music, and theater stage
- Athletic fields (soccer regulation or “futbol-rapido”, baseball, softball, football, etc.)
- Athletic courts (basketball, “futsal”, tennis, pickleball, etc.)
- Community gardens, botanical or demonstration gardens and orchards
- Community/Recreation center (only if it will be in or ADJACENT to a PARK)
- Dog park
- Jogging and walking loop, par course, running track
- Non-motorized trail, pedestrian/bicycle bridge, greenbelt/linear PARK
- Outdoor gym exercise equipment (stations fixed into ground)
- Open space and natural area for public recreation use
- Picnic/Bar-B-Que areas
- Playground and tot lot
- Plaza, Zocalo, Gazebo
- Public art (mosaic tiles, sculptures, murals)
- Skate park, skating rink, and BMX or pump track (non-motorized bike tracks)
- Lighting to allow for extended night time use of a RECREATION FEATURE
- Shade structure/COVERED PARK areas over a RECREATION FEATURE to allow for extended day time use

I. PROGRAM OVERVIEW

MAJOR SUPPORT AMENITIES (eligible examples)

A PROJECT may also include MAJOR SUPPORT AMENITIES such as:

- Restroom building, snack shack
- Parking lot, staging area, pathway for access to a RECREATION FEATURE
- Landscaping or lighting that will be constructed throughout the PARK

APPLICATIONS where the majority of the TOTAL PROJECT COST is for a MAJOR SUPPORT AMENITY will be less competitive. PROJECTS should create a NEW RECREATION OPPORTUNITY(S) as the primary goal.

APPLICATIONS only for MAJOR SUPPORT AMENITIES are ineligible; a PROJECT must create or RENOVATE at least one RECREATION FEATURE.

GRANT AMOUNT PER APPLICATION

- Maximum grant request per APPLICATION/PARK: \$8,500,000
- Minimum grant request per APPLICATION/PARK: \$200,000

One PARK = One Application:

Each PARK requires its own, separate APPLICATION. Only one APPLICATION, requesting up to \$8.5 million, may be submitted for the same PARK in the same ROUND.

Multiple PARKS = Multiple Applications:

An APPLICANT may submit multiple APPLICATIONS for different PARKS. An APPLICANT can potentially receive multiple GRANT awards that total more than \$8.5 million in the same ROUND. There is no cap to the amount of grants an APPLICANT may receive per ROUND.

No Match Required:

The GRANT by itself may fund the entire PROJECT.

AMOUNT AVAILABLE PER ROUND

\$650,275,000 will be split into multiple ROUNDS as shown below:

Round	State Budget APPROPRIATION DATE = Start of GRANT PERFORMANCE PERIOD	Funding Amount
2019 ROUND	July 1, 2018 (APPROPRIATION DATE) GRANT PERFORMANCE PERIOD: July 1, 2018 – June 30, 2024	\$254,972,845
2020 ROUND See parks.ca.gov/spp for future funding announcements	July 1, 2020 - June 30, 2025 GRANT PERFORMANCE PERIOD	\$395,302,155
		Total: \$650,275,000*

A minimum of 20% of funds available (at least \$134,125,000 of the \$650,275,000) will fund PROJECTS that EXPAND or RENOVATE EXISTING PARKS.

*Of the total \$650,275,000, up to 80% (\$516,000,000) can fund the creation of NEW PARKS.

APPLICATION DEADLINE FOR EACH ROUND

The APPLICATION deadline will be unique for each ROUND of SPP and will be announced at parks.ca.gov/spp.

APPLICATION PROCESS

1. Review the “Competitive Chart” at parks.ca.gov/spp.
 - The “Competitive Chart” is an important technical assistance tool that outlines what needs to be prioritized and considered for a competitive SPP APPLICATION.
2. Review this guide to understand the competitive APPLICATION requirements in more detail.
3. Participate in the extensive technical assistance methods such as APPLICATION workshops and contacting OGALS SPP experts. See page 56 for a complete list.
4. Review the GRANT ADMINISTRATION GUIDE, including CONTRACT provisions, to understand the requirements if the competitive APPLICATION is selected for funding.

I. PROGRAM OVERVIEW

5. Send the APPLICATION to OGALS postmarked by the application deadline announced at parks.ca.gov/spp. APPLICATION submittal instructions are found on page 10.
6. As another form of technical assistance, APPLICANTS may be advised to correct or complete documents after the APPLICATION is submitted.
 - Exception: Project Selection Criteria (pages 14– 31) responses must be complete by the APPLICATION deadline. Revisions will not be accepted.
7. The competitive APPLICATION(S) will be evaluated and ranked based on Project Selection Criteria responses. GRANT award decisions will be announced approximately five months after the application deadline. APPLICANTS will receive either a GRANT award or GRANT denial letter.

GRANT ADMINISTRATION PROCESS AND PERFORMANCE PERIOD

1. APPLICANTS who receive a grant award letter from OGALS must attend a mandatory GRANT ADMINISTRATION workshop.
2. After the mandatory workshop, OGALS will send a CONTRACT to the APPLICANTS.
3. After a signed CONTRACT is returned and signed by the State, the APPLICANT becomes a GRANTEE. The GRANTEE will receive a deed restriction/grant notice to record on the title to the property if the GRANTEE owns the land. The deed restriction/grant notice refers to the CONTRACT that requires GRANTEES to ensure operation and maintenance of the PROJECT SITE for 30 years.
4. The GRANT PERFORMANCE PERIOD starts with the APPROPRIATION DATE. If the grant is awarded, PRE-CONSTRUCTION COSTS dating back to the APPROPRIATION DATE may be reimbursed.
5. PROJECT COMPLETION is at least three months before the end of the GRANT PERFORMANCE PERIOD.
6. Send the final payment request to OGALS at least three months before the end of the GRANT PERFORMANCE PERIOD. This gives time for OGALS to review the payment documents, conduct a final site inspection, and process the final payment through the State Controller's Office.
7. The CONTRACT requires GRANTEES to ensure operation and maintenance of the PROJECT SITE for 30 years. The 30-year period begins with the APPROPRIATION DATE.
8. Each ROUND will have a unique GRANT PERFORMANCE PERIOD based on the APPROPRIATION DATE. Dates for each round will be posted at parks.ca.gov/spp.

Community Park Beautification



From blighted land to a vibrant park with soccer and play areas.
Shown above: Vacant land before, becomes Benito Juarez Park, after.



A restroom's exterior is enhanced to tell the community's story.
Left: Noyo Headlands Park, before. Right: Noyo Headlands Park, after.

II. Application Package

This section (pages 10 to 52) provides detailed guidance to complete the APPLICATION.

As a reminder, each PROJECT SITE requires its own separate APPLICATION.

Please follow these five instructions to prepare the APPLICATION.

1. Use the Application Checklist on the next page to organize the APPLICATION.

- Checklist items 1-13 are required for all APPLICATIONS.
- Checklist item 14 is only required for NON-PROFIT APPLICANTS.
- Checklist item 15 is required for APPLICANTS who choose to follow the Conservation Corps Consultation Process.
- If an item is pending, submit a placeholder that describes the next steps for completion with dates. The Project Selection Criteria (Checklist item 2) must be complete by the APPLICATION deadline.

2. Provide a Table of Contents based on the Checklist on the next page.

- Each document will be uploaded separately using the online application system. Please do not mail a paper copy of the APPLICATION. Only submit the application online at parks.ca.gov/spp.

3. Send only the items requested in the Checklist. Do not send supplementary materials, such as PowerPoint presentations or letters of support.

4. Submit one APPLICATION for each PROJECT SITE.

- Please keep at least one copy for your records. Original signatures are not required.

5. Instructions for online paperless submittals will be posted at parks.ca.gov/spp.

The APPLICATION must be submitted online by the ROUND'S APPLICATION due date announced at parks.ca.gov/spp.

APPLICATION CHECKLIST

Use the checklist below to organize the APPLICATION. Directions and forms for each Checklist item can be found on the page number listed below.

APPLICATION Item <input checked="" type="checkbox"/>		Application Guide Page Number	Signed by Authorized Representative
<input type="checkbox"/>	1. Application Form	Pg. 12	<input type="checkbox"/>
<input type="checkbox"/>	2. Project Selection Criteria	Pg. 14	N/A
<input type="checkbox"/>	3. Community FactFinder Report and Handbook Form	Pg. 33	<input type="checkbox"/>
<input type="checkbox"/>	4. Resolution	Pg. 35	N/A
<input type="checkbox"/>	5. Grant Scope/Cost Estimate Form	Pg. 37	<input type="checkbox"/>
<input type="checkbox"/>	6. Funding Sources Form	Pg. 39	<input type="checkbox"/>
<input type="checkbox"/>	7. Project Timeline Form	Pg. 42	<input type="checkbox"/>
<input type="checkbox"/>	8. Applicant Capacity	Pg. 45	N/A
<input type="checkbox"/>	9. California Environmental Quality Act (CEQA) Compliance Form	Pg. 46	<input type="checkbox"/>
<input type="checkbox"/>	10. Project Site Ownership, Acquisition, or Lease	Pg. 48	N/A
<input type="checkbox"/>	11. Concept Level Site Plan	Pg. 49	N/A
<input type="checkbox"/>	12. Photos and Copyright License Agreement	Pg. 49	N/A
<input type="checkbox"/>	13. Project Location Map	Pg. 51	N/A
<input type="checkbox"/>	14. NON-PROFIT APPLICANT Requirements (only for NON-PROFIT APPLICANTS)	Pg. 51	N/A
<input type="checkbox"/>	15. CONSERVATION CORPS Consultation Review (optional)	Pg. 51	N/A

PROJECT APPLICATION FORM (CHECKLIST #1)

A “fillable” APPLICATION Form is available at parks.ca.gov/spp.

The AUTHORIZED REPRESENTATIVE will certify on this form that the information contained in the APPLICATION packet is accurate.

For the “Project Site Name and Physical Address”, if a physical address is not available, please provide the latitude and longitude coordinates according to Google maps.

People to List on the Form:

- The “AUTHORIZED REPRESENTATIVE” is the position that signs all forms in the APPLICATION packet.
- The “Application Contact” is the day-to-day administrator who can answer detailed questions about the PROJECT and documents in the APPLICATION.
- The “Grant Contact” will be the lead contact for GRANT administration if it is selected for funding. The “Application” and “Grant” contact may be the same person.

PROJECT APPLICATION FORM (CHECKLIST #1)

State of California – The Natural Resources Agency

DEPARTMENT OF PARKS AND RECREATION

Statewide Park Development and Community Revitalization Program of 2018

PROJECT APPLICATION FORM

PROJECT NAME		
REQUESTED GRANT AMOUNT		\$ _____
OTHER FUNDING SOURCES		\$ _____
TOTAL PROJECT COST		\$ _____
PROJECT SITE NAME and PHYSICAL ADDRESS where project is located (including zip code)		PROJECT SITE OWNERSHIP (☑ all that apply) <input type="checkbox"/> Owned in fee simple by APPLICANT <input type="checkbox"/> Proposed Acquisition of _____ acres <input type="checkbox"/> Available (or will be available) under a _____ year lease or easement <input type="checkbox"/> TURN-KEY Project
NEAREST CROSS STREETS		
COUNTY OF PROJECT LOCATION		
APPLICANT NAME (entity applying for the grant) and MAILING ADDRESS		
AUTHORIZED REPRESENTATIVE as shown in Resolution		
<div> <div>_____</div> <div>Name (typed or printed) and Title</div> <div>Email address</div> <div>Phone</div> </div>		
APPLICATION CONTACT		
<div> <div>_____</div> <div>Name (typed or printed) and Title</div> <div>Email address</div> <div>Phone</div> </div>		
GRANT CONTACT For administration of grant if awarded (if different from AUTHORIZED REPRESENTATIVE)		
<div> <div>_____</div> <div>Name (typed or printed) and Title</div> <div>Email address</div> <div>Phone</div> </div>		
GRANT SCOPE I represent and warrant that this APPLICATION describes the intended use of the requested GRANT to complete the items listed in the attached Grant Scope/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION, including required attachments, is accurate.		
<div> <div>_____</div> <div>Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution</div> </div>		<div> <div>_____</div> <div>Date</div> </div>
<div> <div>_____</div> <div>Print Name</div> </div>		<div> <div>_____</div> <div>Title</div> </div>

PROJECT SELECTION CRITERIA (CHECKLIST #2)

PROJECT SELECTION CRITERIA (CHECKLIST #2)

OVERVIEW

Structure your response to follow the same numbered and lettered order of the Project Selection Criteria. A template to structure the response titled “Outline for Project Selection Criteria Response” is available at parks.ca.gov/spp.

The Project Selection Criteria are used to rank all statewide APPLICATIONS.

APPLICANTS are encouraged to conceptualize a new project based on the Project Selection Criteria. Technical Assistance tips are included starting on page 56.

The maximum score is 100 points.

- All competing APPLICATIONS start with 0 points.
- Points are gained through the Project Selection Criteria.

PROJECT SELECTION CRITERIA		MAX POINT VALUE
PROJECT LOCATION		
1.	Critical Lack of PARK SPACE	15
2.	Significant Poverty	16
3.	Type of Project	10
COMMUNITY ENGAGEMENT		
4.	Community Based Planning	18
5.	Employment or Volunteer Opportunities	6
6.	Partnerships or Committed Funding	3
OPERATION AND MAINTENANCE CONSIDERATIONS		
7.	Environmental Design	7
8.	Public Use Fees and Hours of Operation	5
SUMMARY ABOUT PROJECT NEED, BENEFITS, AND READINESS		
9.	Community CHALLENGES, Project Benefits and Readiness	20
MAXIMUM SCORE		100

PROJECT SELECTION CRITERION #1 - CRITICAL LACK OF PARK SPACE

Use the California State Parks Community FactFinder at ParksforCalifornia.org/communities to provide information about the critical lack of PARK SPACE within PROXIMITY (a half-mile radius) of the PROJECT SITE. Answer the following:

What is the ratio of PARK acreage per 1,000 RESIDENTS within PROXIMITY of the PROJECT SITE according to the Community FactFinder Report?

Use this chart format to structure the response:

Ratio of PARK acreage per 1,000 residents according to the FactFinder report	FactFinder Report ID Number (found on the top right corner of the report)
---	--

POINTS *The scale below shows that 15 points will be given to PROJECTS in PROXIMITY to CRITICALLY UNDERSERVED COMMUNITIES having the lowest ratio of PARK SPACE per 1,000 RESIDENTS when compared with all statewide APPLICATIONS. OGALS will develop a competitive statewide list representing the PARK SPACE per 1,000 RESIDENTS of all APPLICATIONS in ranking order, from lowest to highest.*

	Points
Lowest 10% on the ranked list	15
From 11%-20% on the ranked list	13
From 21%-30% on the ranked list	11
From 31%-40% on the ranked list	9
From 41%-60% on the ranked list	7
From 61%-80% on the ranked list	5
From 81%-100% on the ranked list	3
No information provided.	0
The PROJECT SITE'S half-mile radius has a ratio of more than 3 acres of PARK SPACE per 1,000 residents <u>AND</u> the community has a median household income above \$56,982.	Ineligible

A community's CHALLENGES beyond the ratio of park acres per 1,000 residents can be further explained in Criterion 9(A) on page 31.

Technical assistance is available on page 57.

PROJECT SELECTION CRITERION #2 - SIGNIFICANT POVERTY

Using the same California State Parks Community FactFinder Report from Project Selection Criteria 1, provide information about significant poverty within PROXIMITY of the PROJECT SITE by answering (A) and (B) below:

A. What is the median household income within PROXIMITY of the PROJECT SITE according to the Community FactFinder Report?

Use this chart format to structure the response:

Median Household Income according to the Factfinder report	FactFinder Report ID Number (found on the top right corner of the report)
--	---

POINTS <i>The scale below shows that up to 11 points will be given to PROJECTS in PROXIMITY to CRITICALLY UNDERSERVED COMMUNITIES having the lowest median household incomes compared with all APPLICATIONS. OGALS will develop a competitive statewide list representing the median household incomes of all APPLICATIONS in ranking order, from lowest to highest.</i>	
	Points
Lowest 10% on the ranked list	11
From 11%-20% on the ranked list	9
From 21%-40% on the ranked list	7
From 41%-60% on the ranked list	5
From 61%-80% on the ranked list	3
From 81%-100% on the ranked list	1
No information provided.	0
The PROJECT SITE’S half-mile radius has a ratio of more than 3 acres of PARK SPACE per 1,000 residents <u>AND</u> the community has a median household income above \$56,982 (80% of the statewide average).	Ineligible

A community’s CHALLENGES beyond the median household income can be further explained in Criterion 9(A) on page 31.

Technical assistance is available on page 57.

B. What is the number of people living below poverty within PROXIMITY of the PROJECT SITE according to the Community FactFinder Report?

Use this chart format to structure the response:

Number of People Living in Poverty according to the Factfinder report	FactFinder Report ID Number (found on the top right corner of the report)
--	--

POINTS *The scale below shows that up to 5 points will be given to PROJECTS in PROXIMITY to CRITICALLY UNDERSERVED COMMUNITIES having the highest number of people below the poverty level compared with all APPLICATIONS. OGALS will develop a statewide list representing the number of people living in poverty of all APPLICATIONS in ranking order, from highest to lowest.*

	Points
Highest 10% on the ranked list	5
From 11% to 20% on the ranked list	4
From 21% to 50% on the ranked list	3
From 51% to 80% on the ranked list	2
81% to 100% on the ranked list	1
No information provided.	0

A community's CHALLENGES beyond the number of people living in poverty can be further explained in Criterion 9(A) on page 31.

Technical assistance is available on page 57.

PROJECT SELECTION CRITERION #3 - TYPE OF PROJECT

Use the following format to explain if the PROJECT will create a NEW PARK, or EXPAND an EXISTING PARK, or RENOVATE an EXISTING PARK:

TYPE OF PROJECT (check one of the following)	QUALIFIERS (respond based on the type of project)
<input type="checkbox"/> NEW PARK	<p>Describe how the PROJECT SITE qualifies as a NEW PARK by answering the following:</p> <p>A) What was the use of the PROJECT SITE prior to the SPP APPLICATION due date? Describe how the property to be developed into a NEW PARK was not used as a PARK and did not exist as a PARK before the current ROUND'S APPLICATION due date. Explain how the PARK is not ADJACENT to EXISTING PARK SPACE.</p>
<input type="checkbox"/> EXPAND an EXISTING PARK	<p>Describe how the PROJECT SITE qualifies as an EXPANSION of an EXISTING PARK by answering the following:</p> <p>A) What was the use of the EXPANSION property prior to the current ROUND'S APPLICATION due date? Why is the EXPANSION property currently not considered part of the existing ADJACENT PARK boundary?</p> <p>B) Describe why the EXPANSION is needed to complement the ADJACENT EXISTING PARK.</p>
<input type="checkbox"/> RENOVATE an EXISTING PARK (EXPANSION is not applicable)	<p>Describe how the PROJECT qualifies as a RENOVATION of an EXISTING park by answering the following:</p> <p>A) What RECREATION FEATURE(s) will be added or renovated in the existing PARK?</p> <p>B) Why is it not feasible or desired to create a NEW PARK in a CRITICALLY UNDERSERVED COMMUNITY, or add NEW PARK SPACE ADJACENT to the proposed PROJECT SITE?</p>

PROJECT SELECTION CRITERION #3 TYPE OF PROJECT

POINTS <i>The scale below shows 10 points are given to PROJECTS that create NEW PARKS.</i>	
	Points
The PROJECT will create a NEW PARK. The property to be developed into a NEW PARK was not used as a PARK and did not exist as a PARK before the current ROUND'S APPLICATION due date. It is not ADJACENT to EXISTING PARK SPACE.	10
The PROJECT will EXPAND an EXISTING PARK. The EXPANSION property is not PARK SPACE and has not been part of the ADJACENT PARK before the current ROUND'S APPLICATION due date.	8
The PROJECT will add or RENOVATE at least one RECREATION FEATURE in an EXISTING PARK. The PROJECT will not EXPAND an EXISTING PARK or create a NEW PARK. The APPLICANT described why it is not feasible or desired to create a NEW PARK or EXPAND an EXISTING PARK.	7
The PROJECT will add or RENOVATE at least one RECREATION FEATURE in an EXISTING PARK. The PROJECT will not EXPAND an EXISTING PARK or create a NEW PARK. The APPLICANT did not describe why the creation of a NEW PARK or EXPANSION of a park is not feasible or desired.	6
PROJECT does not add or RENOVATE a RECREATION FEATURE.	Ineligible

Technical assistance is available on page 58.

PROJECT SELECTION CRITERION #4 - COMMUNITY BASED PLANNING

Describe how the APPLICANT or partnering community-based organization(s) made current efforts to engage RESIDENTS to DESIGN the PARK. Use A and B to plan the MEETING location schedule and outreach. Use the three DESIGN goals in C to gather RESIDENTS' ideas at the meetings. Part C encourages project enhancements that reflect the RESIDENTS' unique needs and creativity. Photos of MEETINGS are preferred (see Checklist Item 12, page 49).

- A.** How many MEETINGS occurred in the CRITICALLY UNDERSERVED COMMUNITY? Describe why the MEETING locations and times were convenient for RESIDENTS with various employment and family schedules and lack private transportation. If meetings occurred before June 5, 2018 (passage of Prop 68 Bond Act), they may also be listed for historical reference.

Use the chart format below to list the details of each MEETING that occurred in the CRITICALLY UNDERSERVED COMMUNITY.

MEETING Date/Year	MEETING Type, Venue, Address	Times (am/pm)	Day of Week	Description of MEETING location/time convenience
-------------------	------------------------------	---------------	-------------	--

POINTS The scale below shows that up to 4 points will be given for the amount and convenience of MEETINGS that occurred in the CRITICALLY UNDERSERVED COMMUNITY.

	Points
The APPLICANT or partners facilitated at least five MEETINGS, between June 5, 2018 and the APPLICATION deadline, to obtain ideas from the RESIDENTS. The MEETINGS were located within the CRITICALLY UNDERSERVED COMMUNITY, or within a convenient distance for RESIDENTS without private transportation. At least two of the MEETINGS occurred on a weekend or in the evening.	4
Four or three MEETINGS, between June 5, 2018 and the APPLICATION deadline, were located within the CRITICALLY UNDERSERVED COMMUNITY or within a convenient distance for RESIDENTS without private transportation. One of the MEETINGS occurred on a weekend or in the evening.	2
Two or one MEETINGS, between June 5, 2018 and the APPLICATION deadline, were located within the CRITICALLY UNDERSERVED COMMUNITY or within a convenient distance for RESIDENTS without private transportation. One of the MEETINGS occurred on a weekend or in the evening.	1
MEETINGS were not located within the CRITICALLY UNDERSERVED COMMUNITY or within a convenient distance for RESIDENTS without private transportation. Or, none of the MEETINGS occurred during a weekend or an evening. Or, the MEETINGS did not occur between June 5, 2018 and the APPLICATION deadline.	0

Technical assistance is available on page 59.

PROJECT SELECTION CRITERION #4 COMMUNITY BASED PLANNING

- B.** For each MEETING listed in the response to 4(A), what method(s) did the APPLICANT or partnering community based organization(s) use to invite RESIDENTS? In the combined set of MEETINGS, was there a BROAD REPRESENTATION of RESIDENTS?

Structure the response using the chart format below to describe the method of invitation. Include the number and general description of the RESIDENTS who participated in each MEETING. List MEETINGS in the order of the response to 4(A).

MEETING Date/Year	Description of the method(s) used to invite RESIDENTS to this MEETING. (see page 60 for a list of seven examples)	Number of RESIDENTS who participated in this MEETING.	General description of the RESIDENTS (youth, seniors, families or other groups) who participated in this MEETING.
-------------------	---	---	---

POINTS The scales below show that up to 4 points will be given for methods used to invite a BROAD REPRESENTATION of RESIDENTS who participated in the MEETINGS.

	Points
For the combined set of MEETINGS, at least three methods were used to invite a BROAD REPRESENTATION of RESIDENTS.	3
For the combined set of MEETINGS, two methods were used to invite a BROAD REPRESENTATION of RESIDENTS.	2
For the combined set of MEETINGS, one method was used to invite a BROAD REPRESENTATION of RESIDENTS.	1
The methods used were limited to inviting advocacy groups likely to promote a specific type of PROJECT. Or, a method was not used to invite the RESIDENTS. <i>In either case, 0 points will also be given to the response for 4(c).</i>	0

	Points
The number and general description of the RESIDENTS who participated in the combined set of MEETINGS consisted of a BROAD REPRESENTATION of the CRITICALLY UNDERSERVED COMMUNITY.	1
The number and general description of the RESIDENTS who participated in the combined set of MEETINGS did not consist of a BROAD REPRESENTATION of the CRITICALLY UNDERSERVED COMMUNITY. Or, only an advocacy group or league likely to promote a specific type of PROJECT was involved. Or, no RESIDENTS were invited or MEETINGS did not occur. <i>In all cases, 0 points will also be given to the response for 4(c).</i>	0

Technical assistance begins on page 59.

- C. During the MEETINGS that occurred in the CRITICALLY UNDERSERVED COMMUNITY, how were the RESIDENTS enabled to DESIGN the PARK using Goals 1-3?

Structure the response by providing the “Process” descriptions and “List” of ideas for the goals shown below.

GOAL 1 The RESIDENTS engaged in a process to reach a general agreement on the selection of the RECREATION FEATURE(S) and design details for those RECREATION FEATURE(S).

Selection of the RECREATION FEATURE(S)

Process: *(describe how the RESIDENTS were enabled to identify, prioritize, and then select, RECREATION FEATURE(S) for the proposed PROJECT. The goal is to ask RESIDENTS what facilities they want in the PARK.)*

DESIGN of the RECREATION FEATURE(S)

Process: *(describe how the RESIDENTS were enabled to provide DESIGN ideas for the selected RECREATION FEATURE(S). The goal is to ask RESIDENTS for detailed design ideas of the features, after the features are selected.)*

List of design ideas: *(list the RESIDENTS’ ideas that will be included in the DESIGN of the RECREATION FEATURE(S). Avoid listing ideas that will not be included.)*

GOAL 2 The RESIDENTS engaged in a process to reach a general agreement on the location of the RECREATION FEATURE(S) within the PARK.

Location of the RECREATION FEATURE(S) within the PARK.

Process: *(describe the process that enabled the RESIDENTS to express their preferences for the location of the RECREATION FEATURE(S) within the PARK.)*

List of Reasons: *(list the reasons that will be used for the location of the RECREATION FEATURE(S) within the PARK. Avoid listing reasons that will not be used.)*

GOAL 3 The RESIDENTS engaged in a process to provide other PARK DESIGN ideas, including solutions for safe public use, and PARK beautification such as landscaping and public art.

Safety and PARK beautification

Process: *(describe the process that enabled the RESIDENTS to provide PARK DESIGN ideas for safe public use and PARK beautification.)*

List of safe public use ideas: *(list the RESIDENTS’ ideas that will be included in the proposed PROJECT. Avoid listing ideas that will not be included.)*

List of PARK beautification ideas: *(list the RESIDENTS’ ideas that will be included in the proposed PROJECT. Avoid listing ideas that will not be included.)*

POINTS <i>The scales below show that up to 10 points cumulatively will be given for MEETING goals 1-3 that enabled the RESIDENTS to DESIGN the PARK.</i>	
GOAL 1	Points
The RESIDENTS identified their preferred RECREATION FEATURE(S) (not limited to a few predetermined options presented by the APPLICANT). Then, the RESIDENTS selected RECREATION FEATURES for the proposed PROJECT.	3
The RESIDENTS provided DESIGN ideas for their selected RECREATION FEATURE(S).	1
The APPLICANT'S response also <u>lists the RESIDENTS' ideas that will be implemented</u> in the DESIGN of the RECREATION FEATURE(S).	1
The APPLICANT'S response does not address any of the elements of Goal 1.	0
GOAL 2	Points
The RESIDENTS expressed their preferences for the location of the RECREATION FEATURE(S) within the PARK.	1
The APPLICANT'S response also <u>lists the RESIDENTS' reasons for the location of the RECREATION FEATURE(S) that will be implemented within the PARK.</u>	1
The APPLICANT'S response does not address any of the elements of Goal 2.	0
GOAL 3	Points
The RESIDENTS provided PARK DESIGN ideas for safe public use.	1
The RESIDENTS provided PARK beautification ideas.	1
The APPLICANT'S response also <u>lists the RESIDENTS' PARK DESIGN ideas for safe public use and beautification that will be included</u> in the proposed PROJECT.	1
The APPLICANT'S response does not address any of the elements of Goal 3.	0
RESIDENTS' PARK DESIGN ideas for safe public use are not included in the proposed PROJECT.	Ineligible

Technical assistance begins on page 59.

PROJECT SELECTION CRITERION #5 - EMPLOYMENT OR VOLUNTEER OPPORTUNITIES

Describe how the PROJECT will include employment or volunteer OUTDOOR LEARNING OPPORTUNITIES for RESIDENTS including youth and/or CORPSMEMBERS by answering A and B:

- A. What types of meaningful employment or volunteer activities will be available for RESIDENTS and/or CORPSMEMBERS between June 5, 2018 until PROJECT COMPLETION? (see examples on page 62)
- B. How many RESIDENTS and/or CORPSMEMBERS will receive the OUTDOOR LEARNING OPPORTUNITIES?

Use the following chart format to list each opportunity answering A and B above:

A. Brief Description of the Meaningful Employment or Volunteer OUTDOOR LEARNING OPPORTUNITIES	B. Number of RESIDENTS and/or CORPSMEMBERS
---	--

POINTS *The scale below shows that 3 points will be given to PROJECTS that will include employment or volunteer OUTDOOR LEARNING OPPORTUNITIES for at least twenty RESIDENTS and/or CORPSMEMBERS.*

	Points
At least twenty RESIDENTS and/or CORPSMEMBERS will receive employment or volunteer OUTDOOR LEARNING OPPORTUNITIES.	3
Less than twenty but at least ten RESIDENTS and/or CORPSMEMBERS will receive employment or volunteer OUTDOOR LEARNING OPPORTUNITIES.	2
Less than ten but at least five RESIDENTS and/or CORPSMEMBERS will receive employment or volunteer OUTDOOR LEARNING OPPORTUNITIES.	1
The PROJECT will not provide employment or volunteer OUTDOOR LEARNING OPPORTUNITIES for at least five RESIDENTS and/or CORPSMEMBERS, or the APPLICANT did not respond to the criterion.	0

In addition to employment or volunteer opportunities for RESIDENTS, APPLICANTS must contact the CONSERVATION CORPS to discuss the feasibility of using their services.

C. Citing the Corps Consultation Review Document, what was the outcome of the Corps Consultation Process? (see Checklist Item #15, page 51)

- If it is feasible for a CONSERVATION CORPS to work on a PROJECT component, list the agreed services and costs for work. Confirm an understanding between the APPLICANT and CONSERVATION CORPS that the agreed scope of work is binding should the GRANT be awarded.
- If the CONSERVATION CORPS offered services but the APPLICANT declines, provide a reason for not using any of their services.

POINTS *The scale below shows that 3 points will be given to PROJECTS that will include employment of CONSERVATION CORPS, or the CONSERVATION CORPS determined it is not feasible to work on the PROJECT.*

	Points
<p>The Corps Consultation Process was followed. The CONSERVATION CORPS determined it is feasible to work on the PROJECT should the grant be awarded. A description of the agreed services and cost estimate is provided in the response.</p> <p>Or</p> <p>The Corps Consultation Process was followed. The CONSERVATION CORPS determined it is not feasible to work on the PROJECT.</p>	3
<p>The Corps Consultation Process was not followed.</p> <p>Or</p> <p>The Corps Consultation Process was followed. The CONSERVATION CORPS determined it is feasible to work on the PROJECT; <u>however</u>, the APPLICANT declines all aspects of services offered by the CONSERVATION CORPS.</p>	0

Technical assistance is available on page 62.

PROJECT SELECTION CRITERION #6 – PARTNERSHIPS OR COMMITTED FUNDING

Describe partnership assistance given to the APPLICANT beginning with the passage of the Bond Act (June 5, 2018) through PROJECT COMPLETION, by answering the following:

What are the organization names of the partners and what are their roles? If no partners are involved in the PROJECT, but the APPLICANT has COMMITTED FUNDS, write “See Funding Sources Form” in boxes A and B below.

Use this chart format to list and describe each partner in the response:

A. Name and General Purpose of Organization (specify if it is a HEALTH ORGANIZATION)	B. Partnership Role specific to this PROJECT such as assisting with community based planning, contributing volunteer hours or materials, or funding support
--	---

POINTS *The scale below shows that a maximum of 3 points will be given to projects that involve at least three partnerships, including a HEALTH ORGANIZATION.*

	Points
The PROJECT involves three or more partners, including a HEALTH ORGANIZATION, providing volunteer hours, or materials, or funding for DESIGN, PRE-CONSTRUCTION, land ACQUISITION, or CONSTRUCTION.	3
The PROJECT involves two partners providing volunteer hours, or materials, or funding for DESIGN, PRE-CONSTRUCTION, land ACQUISITION, or CONSTRUCTION.	2
The PROJECT involves one partner.	1
Or, the APPLICANT has no partners but is contributing its own funding to the PROJECT.	
The PROJECT involves no partnerships and the APPLICANT has no COMMITTED FUNDS. Or, a response was not provided.	0

APPLICANTS are encouraged to explore partnerships with at least one HEALTH ORGANIZATION. Technical assistance is available on page 63.

PROJECT SELECTION CRITERION #7 - ENVIRONMENTAL DESIGN

Describe how the PROJECT will provide efficient use of water and other natural resources by answering both (A) **and** (B) combined, **or** (C) by itself, to obtain up to 7 points.

A. How will the PROJECT include the following sustainable techniques?

For the APPLICATION to be eligible, the PROJECT must include, at a minimum, A(1):

1. **Stormwater:** Incorporate pervious surfaces or other technique(s) such as bio-swales or grading to capture storm water for infiltration or irrigation, or cleanse storm water before release.
2. **Water Efficiency:** Use of water efficient irrigation system that includes a rain sensor, evapotranspiration (ET) controllers, flow sensors, or on-site water recycling that reduces potable water consumption, or the PROJECT will not require additional use of water.
3. **Recycled Materials:** At least 10% of the materials for PROJECT construction will consist of recycled materials, or construction waste will be minimized by the separation and recycling of recoverable materials generated during construction.
4. **Landscaping:** Landscaping that excludes the use of invasive plants and instead features drought tolerant or climate appropriate non-invasive native turf, trees, shrubs, plants, and ground cover. Also discuss how the landscaping minimizes the use of toxic pesticides and inorganic fertilizers.

Use the following chart format to list and describe each sustainable technique in response to (A) above.

Sustainable Technique	Description of the sustainable technique
-----------------------	--

POINTS The scale below shows that up to 4 points will be given to PROJECTS that will include the four sustainable techniques listed in 7(A).

	Points
The PROJECT will include all four of the listed techniques.	4
The PROJECT will include three of the listed techniques, and includes (A)1.	3
The PROJECT will include two of the listed techniques, and includes (A)1.	2
The PROJECT will include none of the listed techniques, or does not include (A)1.	Ineligible

Technical Assistance is available on page 64.

B. How will the PROJECT include the following additional techniques that are not listed in question (A) above?

- 1. Carbon sequestration tree planting (identify approximately how many trees will be planted). See Greenhouse Gas Emissions Reduction and Carbon Sequestration technical assistance on page 65. If the PROJECT will not include tree planting, include one other energy, water, and natural resource conservation technique.
- 2. Facilitation of safe and reliable drinking water to park visitors if not yet available. If safe and reliable drinking water is already available for park visitors, include one other energy, water, and natural resource conservation technique.
- 3. One other energy, water, and/or natural resource conservation technique.

Use the following chart format to list and describe each sustainable technique for B above.

Sustainable Technique	Description of the sustainable technique
-----------------------	--

POINTS The scale below shows that up to 3 points will be given to PROJECTS with at least three other sustainable techniques for efficient use of energy, water, and other natural resources that were not listed in 7(A).

	Points
The PROJECT will include three other energy, water, and natural resource conservation or carbon sequestration techniques not listed in 7(A).	3
The PROJECT will include two other techniques not listed in 7(A).	2
The PROJECT will include one technique not listed in 7(A).	1
The PROJECT will not include additional techniques beyond 7(A).	0

Technical Assistance is available on page 65.

- C.** If A and B above is selected, do not respond to this item. This is a 7 point alternative to A and B:

Will the PROJECT include SITES or LEED Certification as an alternative to A and B above? If so, provide a plan for achieving either SITES certified landscaping or LEED certified building construction by answering the following questions:

1. What level of SITES certification or LEED certification, or both, will be obtained?
2. What is the current status and next steps timeline for securing the certification?
3. Will the PROJECT incorporate pervious surfaces or other technique(s) such as bio-swales or grading to capture storm water for infiltration or irrigation or cleanse storm water before release?

POINTS *PROJECTS that achieve any level of SITES or LEED Certification, and that capture or clean storm water, will be awarded the maximum of 7 points as an alternate to A and B above.*

	Points
The PROJECT will obtain any level of SITES or LEED Certification and will incorporate pervious surfaces or other technique(s) such as bio-swales or grading to capture storm water for infiltration or irrigation or cleanse storm water before release.	7
The PROJECT will not obtain SITES or LEED Certification.	0

Note: SITES certification is for outdoor PARK SPACES, while LEED certification is for buildings. See the Technical Assistance on page 65 for more information and web-links for SITES and LEED Certification.

Technical Assistance is available on page 65.

PROJECT SELECTION CRITERION #8 – PUBLIC USE FEES AND HOURS OF OPERATION

Describe how youth, seniors, and families affected by poverty will have DAILY ACCESS to the PROJECT SITE by answering the following:

- A. What will be the Monday through Sunday hours of operation for the overall PARK to accommodate various needs of youth, seniors, and families?
- B. Will the Monday through Sunday hours of operation differ for any RECREATION FEATURES listed in the Grant Scope/Cost Estimate Form? If so, please identify the RECREATION FEATURE(S) and Monday through Sunday hours of operation.
- C. Will the public be charged entrance or membership fees to enter the overall park? Will entrance, membership, or league/activity fees be charged to use a RECREATION FEATURE that is a majority of the TOTAL PROJECT COST listed in the GRANT SCOPE/Cost Estimate Form? If so, list each fee, identify if the fee is daily, weekly, or monthly, and explain why the fee will not prevent DAILY ACCESS for youth, seniors, and families affected by poverty.

POINTS The scales below shows that up to 5 points will be given to projects with weekday and weekend operating hours appropriate for youth, families, seniors, and other population groups in the CRITICALLY UNDERSERVED COMMUNITY, and with reasonable or no entrance or membership fees.

	Points
The PROJECT will be open 7 days a week, for at least eight hours per day, such as dawn to dusk, to accommodate the needs of youth, seniors, and families.	2
The PROJECT will be open 7 days a week, from three to less than eight hours per day.	1
The PROJECT will not be open 7 days a week for at least three hours per day or the APPLICANT did not respond to criterion.	Ineligible
	Points
The public will not be charged entrance or membership fees to use the PROJECT. Or, the lowest entrance or membership fees for the public calculate to \$3 per month or less per person and will not deter DAILY ACCESS.	3
The lowest entrance or membership fees for the public calculate to more than \$3 but less than \$10 per month per person which may deter DAILY ACCESS.	1
The public will be charged fees that will calculate to \$10 or more per month per person, or the APPLICANT did not respond to the criterion.	0

Technical Assistance is available on page 66.

PROJECT SELECTION CRITERION #9 – COMMUNITY CHALLENGES, PROJECT BENEFITS, AND READINESS

Provide responses to A and B below to summarize the PROJECT’S need and benefits. This criterion is designed for the APPLICANT to tell the story about the PROJECT need and benefits not yet covered through Project Selection Criteria 1 through 8. For C below, OGALS will determine the project’s readiness and APPLICANT capacity using information provided in the entire APPLICATION.

A. What CHALLENGES are present within the community that contributes to the need for the PROJECT?

Use this chart format to structure the response for each CHALLENGE.

Challenge	Description of the Challenge
-----------	------------------------------

B. How will the PROJECT benefit the HEALTH and quality of life for youth, seniors, and families by improving the community’s recreational, social, cultural, environmental, educational, and economic conditions?

Use this format to structure the response

HEALTH and quality of life conditions	How the PROJECT will benefit the HEALTH and quality of life for youth, seniors, and families.
Recreational	
Social	
Cultural	
Environmental	
Educational	
Economic (and advancing solutions to prevent displacement, if applicable)	

C. OGALS will use information provided in the entire APPLICATION, to assess if PROJECT COMPLETION, as well as 30 years of adequate operation and maintenance, appears to be achievable.

Technical Assistance is available on page 67.

PROJECT SELECTION CRITERION #9 COMMUNITY CHALLENGES, PROJECT BENEFITS, AND READINESS

POINTS <i>The scale below shows that up to 20 points will be given to a community having severe CHALLENGES, and the PROJECT will have significant benefits, and the APPLICANT has sufficient capacity to deliver the PROJECT.</i>	
	Points
<p>The community has severe CHALLENGES compared to other APPLICATIONS.</p> <p>The PROJECT will significantly improve the community's recreational, social, cultural, educational, environmental, and economic conditions.</p> <p>Based on the information provided in the entire APPLICATION, PROJECT COMPLETION and 30 years of adequate operation and maintenance for public use appears to be achievable.</p>	20 - 10
<p>The community has average CHALLENGES compared to other APPLICATIONS.</p> <p>The PROJECT will significantly improve the community's recreational, social, cultural, educational, environmental, and economic conditions.</p> <p>Based on the information provided in the entire APPLICATION, PROJECT COMPLETION and 30 years of adequate operation and maintenance for public use appears to be achievable.</p>	9 - 4
<p>The community has minimal CHALLENGES compared to other APPLICATIONS.</p> <p>Or, the PROJECT will minimally improve the community's recreational, social, cultural, educational, environmental, and economic conditions.</p> <p>Or, based on the information provided in the entire APPLICATION, PROJECT COMPLETION, or 30 years of adequate operation and maintenance for public use, appears to be uncertain or problematic.</p>	3 - 1
No information provided.	0

Technical Assistance is available on page 67.

COMMUNITY FACTFINDER REPORT AND HANDBOOK FORM (CHECKLIST #3)

Provide the following two items:

1. **Community FactFinder Report.** To create a report of the area in PROXIMITY, starting at the PROJECT SITE, use the current FactFinder version at: ParksforCalifornia.org/communities.

Only one report can be submitted per APPLICATION. The report must be created with the starting point (pin) located in the boundary of the PROJECT SITE. The FactFinder Report will be used for Project Selection Criteria 1, 2, and 3, pages 15 to 18.

2. **Community FactFinder Handbook Form.** This Form will be signed by the AUTHORIZED REPRESENTATIVE. Its purpose is to certify that Steps 1-8 described in the FactFinder Handbook were followed and completed before submittal of the APPLICATION. Frequently asked questions with policy responses are included within each step. The FactFinder Handbook is available at parks.ca.gov/spp.

To avoid delays in the competitive review process, please complete the FactFinder Handbook steps at least one month before the APPLICATION is submitted.

- ✓ Send an email to report acreage that should or should not be counted within the PROJECT SITE'S radius to SCORP@parks.ca.gov. Attach the FactFinder Report to the email. (Step 6)
- ✓ Generate the FactFinder Report with the pinpoint located in the boundary of the PROJECT SITE to create the half-mile radius. (Step 7)

If the addition or removal of PARK acreage was reported to SCORP@parks.ca.gov but the Community FactFinder update is not yet complete at the time of APPLICATION, include a copy of the email request as a placeholder. Additionally, in the response to Project Selection Criteria 1 and 2, state that a Community FactFinder update was requested at the time of Application. OGALS will notify the APPLICANT when a new FactFinder Report can be submitted.

OGALS will confirm Steps 6 and 7 in the APPLICANT'S report. If PARK acreage is discovered that should have been reported, or if the pinpoint is outside the PROJECT SITE, OGALS reserves the right to generate a new FactFinder report in the middle of the PROJECT SITE for the purpose of Criteria 1 and 2.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
COMMUNITY FACTFINDER HANDBOOK FORM

APPLICANTS will sign this Form after completing Steps 1-8 following the FactFinder Handbook available at parks.ca.gov/spp.

I certify that the California State Parks Community Fact Finder Report that was submitted at the time of APPLICATION met the following two requirements:

- ✓ Acreage that should or should not be counted within the PROJECT SITE'S radius has been reported to SCORP@parks.ca.gov. (Step 6)
- ✓ The FactFinder Report was generated with the pin located in the boundary of the PROJECT SITE. (Step 7)

I understand if either of the above requirements were not met, OGALS will generate a new report with the pin located in the middle of the PROJECT SITE to create the new half-mile radius and will use the data for purposes of Project Selection Criteria 1 and 2.

AUTHORIZED REPRESENTATIVE Signature

Date

AUTHORIZING RESOLUTION (CHECKLIST #4)

The Authorizing Resolution serves two purposes:

1. It is the means by which the APPLICANT'S Governing Body shows it is aware of all the terms of the CONTRACT. It provides confirmation that the APPLICANT has the funding to complete the proposed PROJECT if the GRANT is awarded.
2. Designates a position title (through Provision 4) to represent the Governing Body on all matters regarding the APPLICATION and PROJECT. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE.

All signatures required in this Application Guide are the signature of the AUTHORIZED REPRESENTATIVE. Submitted documents need not contain "wet" signatures, but the APPLICANT must keep all original signed documents.

The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. The delegation process requires the AUTHORIZED REPRESENTATIVE to submit a letter (on letterhead) or email to OGALS delegating authority.

Format

The Authorizing Resolution on the following page may be reformatted; however, the *language provided in the resolution must remain unchanged*. Any changes to the language may require OGALS Legal Office review. The time involved with the legal review process may delay application approval and could affect OGALS ability to fund the PROJECT.

Provision 6

Public Resources Code §80001(b)(8 A-G) requires that public agencies receiving funds from this 2018 Bond Act shall consider a range of actions promoting diversity and inclusion as identified in the "Presidential Memorandum—Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017.

**RESOLUTION OF THE (Title of Governing Body/City Council, Board of
Supervisors/Directors) OF (City, County, District, or Non-Profit Organization)
Approving the Application for
STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION
PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the (Applicant's Governing Body) hereby:
APPROVES THE FILING OF AN APPLICATION FOR THE (NAME OF PROJECT); AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to (designated position) to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the ____ day of _____, 20____

I, the undersigned, hereby certify that the foregoing Resolution Number ____ was duly adopted by the (Applicant's Governing Body) following a roll call vote:

Ayes:

Noes:

Absent:

____ (Clerk)

GRANT SCOPE/COST ESTIMATE FORM (CHECKLIST #5)

The GRANT SCOPE/Cost Estimate Form on the following pages has two uses:

1. Establishing the GRANT SCOPE
2. Providing a Cost Estimate for the PROJECT

1. Establishing the GRANT SCOPE

This form will be used to establish the expected deliverables for PROJECT COMPLETION paid for by the SPP GRANT plus COMMITTED FUNDS. This form lists what OGALS, auditors, and the public will expect to see in the park by PROJECT COMPLETION. To be eligible for GRANT payment, all RECREATION FEATURES and MAJOR SUPPORT AMENITIES must be included on the GRANT SCOPE/Cost Estimate Form.

Use the form to describe only the RECREATION FEATURES and MAJOR SUPPORT AMENITIES that will be complete for final payment before the end of the GRANT PERFORMANCE PERIOD. Do not include future development phases beyond the GRANT plus COMMITTED FUNDS.

For ACQUISITION and DEVELOPMENT combination PROJECTS, a phase that develops a RECREATION FEATURE on the acquired property must be open to the public before the end of the GRANT PERFORMANCE PERIOD.

Pages 5-6 list examples of RECREATION FEATURES and MAJOR SUPPORT AMENITIES.

Directions for establishing the GRANT SCOPE:

Use the following phrases to describe the type of work for each RECREATION FEATURE and MAJOR SUPPORT AMENITY:

- “Acquire approximately _____” (provide acreage and associated parcel numbers that will be acquired). See definition of ACQUISITION on page 70.
- “Construct a new _____” (identify the new RECREATION FEATURE or MAJOR SUPPORT AMENITY that does not currently exist). Add “with lighting” if applicable.
- “Renovate a _____” (identify the existing RECREATION FEATURE or MAJOR SUPPORT AMENITY). See definition of RENOVATION on page 75. Add “with new lighting” if applicable.

If lighting or landscaping (more than \$50,000) will be installed throughout the PARK and is not specific to a RECREATION FEATURE or MAJOR SUPPORT AMENITY use these phrases:

- “Construct new lighting throughout the park.”
- “Construct new landscaping throughout the park.”

Do NOT list MINOR SUPPORT AMENITIES in the Grant Scope/Cost Estimate Form.

MINOR SUPPORT AMENITIES such as signs, benches, tables, drinking fountains, or fixed bike racks and trash receptacles are commonly understood to be associated with a RECREATION FEATURE.

Fold the cost of a MINOR SUPPORT AMENITY into the cost of its related RECREATION FEATURE. For example: The GRANT SCOPE is “construction of a new playground”. The GRANTEE will have the flexibility to construct or not construct a MINOR SUPPORT AMENITY for the playground such as a bench, a sign, and a drinking fountain. The costs of a MINOR SUPPORT AMENITY will be accepted as part of the construction of the new playground. The construction of the new playground is the expected GRANT SCOPE deliverable for PROJECT COMPLETION.

2. Providing a Cost Estimate on the Grant Scope/Cost Estimate Form.

See the ELIGIBLE COSTS charts starting on page 52 before creating a cost estimate.

- Provide the concept level estimated cost for each RECREATION FEATURE and MAJOR SUPPORT AMENITY described in the Grant Scope/Cost Estimate Form. The estimated TOTAL PROJECT COST on the Grant Scope/Cost Estimate Form must equal the estimated TOTAL PROJECT COST listed on the Application Form.
- If there is an agreement for CONSERVATION CORPS services (Criterion #5C, pages 24, 51), the costs must be built into the lump-sum cost estimate; do not include as a separate line item in the Grant Scope/Cost Estimate Form.
- No more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION costs.
- OGALS understands that actual costs may change during the course of a PROJECT. In most cases, a revised Grant Scope/Cost Estimate Form is not required when estimated costs fluctuate during the PROJECT. Contingency for costs can be built into the lump-sum cost estimate; do not include as a separate line item in the Grant Scope/Cost Estimate Form. The GRANT ADMINISTRATION GUIDE explains how actual costs are documented and charged to the GRANT.
- As a reminder, for APPLICATION purposes, limit the PROJECT to what can be completed and open to the public at least three months before the end of the GRANT PERFORMANCE PERIOD. TOTAL PROJECT COSTS are costs incurred by the GRANT plus COMMITTED FUNDS only during the GRANT PERFORMANCE PERIOD. Do not include costs for future phases.

Each RECREATION FEATURE and MAJOR SUPPORT AMENITY listed in the GRANT SCOPE, and their related paths of travel from parking lots and roadsides, must be designed to accommodate persons with disabilities per compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et.seq.). Account for this when preparing your GRANT SCOPE/Cost Estimate.

GRANT SCOPE/COST ESTIMATE FORM

Follow the directions starting on page 37

GRANT SCOPE ITEMS	ESTIMATED COST
ACQUISITIONS: List each parcel number, acreage, estimated date of purchase, and cost	
DEVELOPMENT: List each RECREATION FEATURE and MAJOR SUPPORT AMENITY	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Estimated Cost for the RECREATION FEATURES and MAJOR SUPPORT AMENITIES (A)	\$
Total Estimated PRE-CONSTRUCTION COST (B)	\$
TOTAL PROJECT COST (A+B)	\$
Requested GRANT Amount	\$
Estimated amount of the GRANT to be charged to PRE-CONSTRUCTION COSTS (cannot exceed 25% of the GRANT)	\$

The APPLICANT understands that this form will be used to establish the expected GRANT deliverables; all of the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed on this form must be completed and open to the public before the final GRANT payment will be made. The APPLICANT also understands that no more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION costs. See the ELIGIBLE COSTS charts starting on page 52 before creating a cost estimate.

AUTHORIZED REPRESENTATIVE Signature

Date

FUNDING SOURCES FORM (CHECKLIST #6)

- Use the Funding Source Form to identify each funding source by name and amount.
- Note if the source is state, local city or county, federal, or private.
- If the source is a loan, identify the type of loan. Please be mindful of Grant Contract Provision N:

N. Use of Grant Monies (language below copied from Grant Contract Provisions)

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

- Provide a commitment date for each funding source indicating when it was committed to the PROJECT. All additional funds must be secured within four months of the APPLICATION deadline. See the definition for COMMITTED FUNDS.
- If the funding sources change during the course of the PROJECT, a revised form is required within 30 days.
- The TOTAL PROJECT COST listed at the bottom of this form must equal the estimated TOTAL PROJECT COST listed on the Application Form and at the bottom of the GRANT SCOPE/Cost Estimate Form.

FUNDING SOURCES FORM

Funding Source	Date COMMITTED	Amount
Statewide Park Program GRANT Request	TBD	\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Grand Total All Funding Sources (Estimated TOTAL PROJECT COST)		\$

The APPLICANT understands that the PROJECT cannot be funded unless the requested GRANT equals the estimated cost needed to complete the PROJECT, or, the requested GRANT plus the total amount of additional COMMITTED FUNDS equals the estimated cost of the PROJECT. If the GRANT is awarded, there will be no need for additional fundraising. The PROJECT must be completed and open to the public before final GRANT payment is processed. If funding sources change from the time of APPLICATION until PROJECT COMPLETION, the APPLICANT understands this form must be updated within 30 days.

AUTHORIZED REPRESENTATIVE Signature

Date _____

PROJECT TIMELINE FORM (CHECKLIST #7)

The 2018 Bond Act/Proposition 68 Public Resources Code §80050 (c) requires a “rigorous prequalification process to determine the capacity of a potential grant recipient to...implement the project in a timely manner.”

The purpose of this “Project Timeline” requirement is to encourage APPLICANTS to discuss the PROJECT and create a timeline with each agency that will have approval responsibilities. For example: If another agency is responsible for approving a construction permit, the estimated time period for obtaining the permit, along with the agency’s name and a representative’s contact information, should be included in the schedule.

- Add any additional task requirements that are necessary to complete the PROJECT.
- For each task, identify the agency contact who reviewed the schedule and agreed that “the estimated time period set aside to complete the task is reasonable, absent any unforeseen circumstances”. If an item is already complete with no issues, the right two columns can state “Item Complete”.
- Not all tasks in the form are required to be complete by the time of application; however, the form serves as evidence that APPLICANTS are aware of potential time periods for all PROJECT tasks.

Format Notes:

A different format may be used to expand the width of each column, and larger sized paper up to 11x17 may be used. However, the following columns must remain in the same order:

- “Tasks”
- “Start Date Month/Year”
- “End Date Month/Year”
- “Lead Agency...contact information”
- “Notes about potential delays/issues”

As stated in the top left corner of the Form, the list of tasks may be adjusted or reorganized based on each unique PROJECT.

STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION
PROJECT TIMELINE FORM

TASKS The below list can be adjusted/reorganized with tasks added/removed unique to each PROJECT.	START DATE (MM/YY)	END DATE (MM/YY)	LEAD AGENCY responsible for task and contact information	NOTES ABOUT ANY POTENTIAL DELAYS/ISSUES
1. Appraisal and Purchase Agreement (for ACQUISITION)				
2. Close of escrow (for ACQUISITION)				
3. Schematic/concept level design with community-based planning and ADA (Americans with Disabilities Act) considerations				
4. Site risk assessment for possible contaminants and other complications				
5. CEQA for the construction scope				
6. Engineer cost estimate				
7. Consultation with CONSERVATION CORPS to consider feasibility				
8. Construction Documents (final design includes the community based planning results)				
9. Construction Permits				
10. Other permits (Note if Department of Toxic Substances Control, Division of the State Architect, US Army Corps of Engineers, or other regulatory permits as				

PROJECT TIMELINE FORM (CHECKLIST #7)

TASKS The below list can be adjusted/reorganized with tasks added/removed unique to each PROJECT .	START DATE (MM/YY)	END DATE (MM/YY)	LEAD AGENCY responsible for task and contact information	NOTES ABOUT ANY POTENTIAL DELAYS/ISSUES
applicable to site, are required)				
11. Construction Bid Package Preparation/start Bid Process				
12. Bid Approval for Construction				
13. Environmental cleanup/remediation				
14. Construction Period				
15. Grand Opening/completed for public use with grant completion package (three months before the end of the GRANT PERFORMANCE PERIOD).				
16. Thirty years of operation and maintenance for public use.				Thirty years beginning with APPROPRIATION DATE

I certify that the above timeline has been created with input from each agency contact listed in the right column above. The agency contacts for each milestone above have reviewed the project concept, including its location and scope, and represent that the time period estimated for the step “*is reasonable absent any unforeseen circumstances*”.

AUTHORIZED REPRESENTATIVE Signature

Date

APPLICANT CAPACITY (CHECKLIST #8)

The 2018 Bond Act/Proposition 68 Public Resources Code §80050 (c) requires a “rigorous prequalification process to determine the fiscal and operational capacity of a potential grant recipient...”

The purpose of this requirement is to evaluate the APPLICANT’S capacity to achieve PROJECT COMPLETION as well as 30 years of adequate operation and maintenance.

OGALS analyzes the APPLICANT’S experience or capacity for PROJECT COMPLETION and long-term operation and maintenance based on the PROJECT’S design as well as previous grant and operational experience. Using this example, if the PROJECT is a \$3 million NEW PARK with long-term operation and maintenance costs that are low, OGALS may have fewer questions for an APPLICANT with less experience or capacity. If the PROJECT will build higher operation and maintenance cost facilities, and the APPLICANT has less experience or capacity, OGALS may ask additional questions about revenue sources.

OGALS recommends that APPLICANTS consider the projected monthly/annual operation and maintenance costs. These costs include, but are not limited to, water and energy utilities, staffing, repairs, etc. The projected annual cost compared to projected long term funding sources for operation and maintenance must be considered. Another entity can provide operation and maintenance services. However, the CONTRACT requires the GRANTEE to ensure the park is operated and maintained and open to the public.

Provide a response to the following:

1. Describe up to three park or other construction projects completed by the APPLICANT. Include:
 - project address
 - scope of work
 - total project cost
 - funding sources
 - start date, and date of completion
2. Provide an operation and maintenance budget breakdown (chart) showing the monthly and annual total expected cost to operate and maintain this proposed PROJECT (include utilities, routine repairs/upkeep, and staffing costs in the chart).
3. What are the planned funding sources to operate and maintain the proposed PROJECT?
4. Provide the weblink for a list of PARKS and facilities the APPLICANT currently oversees. If a website is not available, please provide the list in this response. OGALS may visit some of the APPLICANT’S PARKS to review the level of ongoing operation and maintenance.

CEQA COMPLIANCE (CHECKLIST #9)

“CEQA” is the California Environmental Quality Act as stated in the Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq. CEQA law establishes policies and procedures that require entities to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of an entity’s proposed PROJECT. For more information see opr.ca.gov/ceqa/.

The APPLICANT should check with its local city or county planning agency for CEQA compliance information.

Required CEQA documentation:

1. CEQA Compliance Certification Form.
2. Copy of the Notice of Exemption or the Notice of Determination that has been filed or stamped by the County Clerk.

Development Only Projects

The CEQA compliance documentation listed above demonstrates project readiness at the time of APPLICATION. If CEQA is not complete at the time of APPLICATION or submitted within three months of the APPLICATION due date, the project may not be considered for funding. OGALS may ask for updates and documents showing progress to determine if the CEQA analysis is near completion.

The CEQA compliance documentation must give environmental clearance for the actual construction of the PROJECT.

Acquisition and Development Combination Projects

For ACQUISITION and DEVELOPMENT combination projects, OGALS recognizes that APPLICANTS often cannot conduct the CEQA analysis for the construction phase until after the property is acquired. In these situations, CEQA compliance at the time of APPLICATION may be for the ACQUISITION phase only. Items 1-2 above are required. CEQA compliance for the PROJECT construction must be complete within six months of escrow closure. Be mindful of the GRANT PERFORMANCE PERIOD that includes completion of both ACQUISITION and DEVELOPMENT phases.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CEQA Compliance Certification

Grantee: _____

Project Name: _____

Project Address: _____

Is the CEQA analysis complete? ☐ Yes ☐ No

What document was filed, or is expected to be filed for this project's CEQA analysis:

(check one)

Date complete/expected to be completed

☐ Notice of Exemption (attach recorded copy if filed) _____

☐ Notice of Determination (attach recorded copy if filed) _____

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information

Agency Name: _____

Contact Person: _____

Mailing Address: _____

Phone: (____) _____ Email: _____

Certification

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

AUTHORIZED REPRESENTATIVE
(Signature)

Date

AUTHORIZED REPRESENTATIVE
(Printed Name and Title)

FOR OGALS USE ONLY		
CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

PROJECT SITE OWNERSHIP, ACQUISITION, OR LEASE (CHECKLIST #10)

The purpose of this requirement is to ensure the APPLICANT will have SITE CONTROL that allows for PROJECT COMPLETION. PROJECTS may involve multiple parcels of land. For example: An APPLICANT may own part of the PROJECT SITE, and is proposing to acquire an ADJACENT parcel of land. More than one of the following scenarios may apply. Provide the applicable item(s) below to show how the APPLICANT proposes to have SITE CONTROL over the entire PROJECT SITE:

- The land is already owned by the APPLICANT. **Provide #1 below.**
- The land is not owned by the APPLICANT. The APPLICANT is proposing an ACQUISITION to become the land owner. **Provide #2 below.**
- The land is not owned by the APPLICANT. The APPLICANT will have a lease agreement with the land owner (school district, utility land owners, etc.). **Provide #3 below.**
- The land is not owned by the APPLICANT. The APPLICANT will do a “TURN-KEY” where it completes the PROJECT then transfers Operation and Maintenance requirements to an eligible grant land owner with approval from OGALS. **Provide #4 below.**

1. If the PROJECT site is owned in fee simple by the APPLICANT:

- Provide a copy of the deed, or deed recordation number, or title report, or current county assessor’s parcel map showing the APPLICANT owns the land.

2. If the APPLICANT is proposing an ACQUISITION to become the land owner:

- Provide a county assessor’s parcel map showing the parcel(s) to be acquired that match the parcel numbers listed on the Grant Scope/Cost Estimate Form.
- Provide a letter from the land owner(s) indicating the intent to sell the property subject to grant award. The letter does not need to include legally binding language. Or, provide a document indicating the land is publicly for sale.

ACQUISITION of land from a willing seller is eligible for reimbursement. ACQUISITION costs associated with condemnation or eminent domain are not eligible for reimbursement.

The land’s sale price may be up to, but cannot exceed, fair market value. State funds may not be used in part or whole to acquire property above fair market value. If OGALS intends to award the GRANT, and before the GRANT contract will be issued, OGALS will require an appraisal and a written concurrence of the appraisal by an independent third party Certified General (AG) appraiser. orea.ca.gov provides a list of AG appraisers.

The Eligible Costs Chart on page 52 includes appraisals. Appraisal costs incurred during the GRANT PERFORMANCE PERIOD can be reimbursed.

3 and 4. See “Lease Agreement and TURN-KEY Agreements” at parks.ca.gov/spp.

- These types of agreements are for PROJECTS where the land will not be owned by the APPLICANT. The land must be owned by a public agency or utility and the agreement must be approved by DPR.

CONCEPT LEVEL SITE PLAN (CHECKLIST #11) TO PHOTOS AND COPYRIGHT LICENSE AGREEMENT (CHECKLIST #12)

CONCEPT LEVEL SITE PLAN (CHECKLIST #11)

- Provide a drawing showing where the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the Grant Scope/Cost Estimate Form will be located in the park.
- If the GRANT scope includes construction of a building(s)
 - Identify the proposed percentage of indoor versus outdoor space; no more than 50% of the overall PARK can be designated for indoor use through the PROJECT.
 - Identify the total square footage of the building and note the function and approximate square footage of each space designated for recreation. For community centers that are proposed for SPP grant funding, at least 75% of the building's square footage must be designed for recreation. Lobby areas, hallways, meeting rooms, office space, storage, and restrooms do not count as square footage designed for recreation.

PHOTOS AND COPYRIGHT LICENSE AGREEMENT (CHECKLIST #12)

In addition to giving reviewers a better understanding of the PROJECT SITE and community, items 1 through 4 below may be used to report the “before and after” accomplishments of GRANTEES.

Project Site Photos

1. Provide up to four 8 ½” x 11” sheets with photos of the PROJECT SITE and its surrounding area. Include captions to orientate the reviewer. Please include at least one panoramic photo that captures as much of the PROJECT SITE as possible with a background point of reference for potential “before and after” photos.

Community Based Planning Photos (preferred) and Video Clips (optional)

2. Provide up to four 8 ½” x 11” sheets with photos of various Community Based Planning MEETINGS per Project Selection Criteria 4 on page 20.
 - a. Photos of RESIDENTS actively providing ideas are preferred. The photos do not need to include every RESIDENT that participated. Include a caption that provides the date and location of the MEETING.
 - b. Optional: Video highlights of the MEETINGS or interviews with RESIDENTS. If video highlights are included, please use at least 1080p resolution. Please limit the total highlights to 5 minutes or less on the same flash drive with photos. Video filming at the project site is preferred. The video highlights may be featured in a statewide documentary about SPP. As a reminder, video footage is only optional.
3. Include a flash drive of the same PROJECT SITE and Community Based Planning photos. High-quality resolution is recommended such as 2048 x 1536 pixels. OGALS may highlight awarded projects at [ParksforCalifornia.org](https://parksforcalifornia.org).
4. Provide one signed Copyright License Agreement (see next page) from the APPLICANT that will cover all photos or video footage.

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

COPYRIGHT LICENSE AGREEMENT

COPYRIGHT REGISTRATION NO.

ITEM DESCRIPTION

hereafter called the "Material," a copy of which is attached hereto as Exhibit "A".

I, _____, am the creator of, and/or have acquired the intellectual property rights to the Material, and hereby warrant that I have the authority to issue this license and to authorize and release the Material for use by the California Department of Parks and Recreation (the "Department") and its designated agents. I understand that the Department wants to use and reuse the Material, as the Department deems appropriate.

I hereby grant to the Department an unrestricted, fully paid up, world wide, irrevocable, perpetual license to use, reproduce, distribute, create derivative works, publicly display and perform the Material, in whole or in part, in any manner, for any purpose and in any medium now known or hereinafter invented. This right includes, but is not limited to, the right to copy, publish, distribute, alter and publicly display the Material for education, interpretation, advertising and other purposes consistent with the mission of the Department.

I understand that I will not receive any money for this license agreement, or for any use described above. I understand that I will retain the copyrights to the Material, but hereby grant an unrestricted license to the Department.

I release and discharge Department from any and all claims and demands arising out of, or in connection with any use of the Material, including but not limited to, any and all claims of libel, moral rights and invasion of privacy, and/or any claims under the Visual Artists Rights Act. I realize that I cannot withdraw my consent after I sign this form and I realize this form is binding on me and my heirs, legal representatives and assigns.

I am at least 18 years of age and have the right, ability and authority to enter this binding license agreement.

AGREED AND ACCEPTED

BY >		DATE		BY >		DATE	
PRINTED NAME OF PERSON SIGNING				PRINTED NAME OF PERSON SIGNING			
ADDRESS				TITLE		DISTRICT/SECTION	
CITY/STATE/ZIP CODE				State of California Department of Parks and Recreation			
PHONE NO.		EMAIL		PHONE NO.		EMAIL	

DPR 992A (New 3/2003)(Excel 3/28/2003)

PROJECT LOCATION MAP(S) (CHECKLIST #13) TO CONSERVATION CORPS CONSULTATION PROCESS (CHECKLIST #15)

PROJECT LOCATION MAP(S) (CHECKLIST #13)

- Provide a map showing highway and street access to the PROJECT SITE.
- Ensure the PROJECT SITE is clearly shown on the map.

NON-PROFIT REQUIREMENTS (CHECKLIST #14)

Only for non-profit organization applicants

Please provide items 1-2 below:

1. Letter of Determination from the Internal Revenue Service indicating current 501(c)(3) status
2. First two pages of the NON-PROFIT'S most recently filed federal 990 forms

The following are not required in the APPLICATION. OGALS reserves the right to request the following four items at any time during the review process:

- Articles of Incorporation
- Mission Statement
- Income statement showing revenue and expenditure projections for the next calendar or fiscal year
- Balance sheet showing assets and liabilities for most recent Fiscal Year

CONSERVATION CORPS CONSULTATION PROCESS (CHECKLIST #15)

Public Resources Code Section 80016 states "To the extent feasible, a project whose application includes the use of services of the California Conservation Corps or certified community conservation corps, as defined in Section 14507.5, shall be given preference for receipt of a grant under this division."

The California Conservation Corps (CCC) and the California Association of Local Conservation Corps (CALCC) developed this consultation process:

1. Applicants are encouraged to reach out to both the CCC and CALCC as early as possible before the APPLICATION deadline to obtain the required "Proposition 68 Corps Consultation Review Document." The document and guidance can be provided by the contacts below.
2. Email the "Proposition 68 Corps Consultation Review Document" to both the CCC and CALCC emails below. Include a copy of the emails.
3. After completing their consultation process, provide the "Corps Consultation Review Document" in this APPLICATION submittal.
4. The response to Project Selection Criteria #5.C will also describe the agreed services and cost estimate, if applicable.

Consultation Contacts:

- California Conservation Corps Consultation Email: Prop68@ccc.ca.gov
Phone: (916) 341-3272
- California Association of Local Conservation Corps Consultation
Email: Inquiry@Prop68CommunityCorps.org Phone: (916) 426-9170 x4

III. Eligible Costs

This section provides rules and examples of ELIGIBLE COSTS for ACQUISITION and DEVELOPMENT.

ACQUISITION Costs

The following chart provides examples of ELIGIBLE COSTS for ACQUISITION.

ACQUISITION COSTS (Up to 100% of GRANT Amount)	EXAMPLES
Purchase price of the property and other activities necessary to complete the ACQUISITION.	<ul style="list-style-type: none"> ● Appraisals, surveys ● Preliminary title reports ● Title insurance fees ● Escrow fees and purchase price ● Relocation costs: costs resulting in displacement of tenants (not willing sellers or GRANTEES) pursuant to Government Code §§7260 – 7277. <ul style="list-style-type: none"> ● If the GRANT is not paying for relocation costs, the GRANTEE must ensure that the willing seller is paying displaced tenants in compliance with Government Code §§7260 – 7277. ● Employee services: see accounting rules for employee services explained in the GRANT ADMINISTRATION GUIDE. ● PROJECT/GRANT administration and accounting

DEVELOPMENT Costs

DEVELOPMENT includes PRE-CONSTRUCTION COSTS and CONSTRUCTION COSTS.

PRE-CONSTRUCTION is the phase that includes planning, design, construction documents, and permits necessary before construction can begin. No more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION COSTS.

For the purpose of the GRANT, PRE-CONSTRUCTION COSTS occur:

- during the planning, design, and permit phase of the PROJECT, before construction can begin, and
- end when ground-breaking construction activities such as site preparation, grading, or gutting begins.

CONSTRUCTION COSTS start when:

- ground-breaking construction activities such as site preparation, grading, or gutting begins after the necessary PRE-CONSTRUCTION phase has concluded.

PRE-CONSTRUCTION AND CONSTRUCTION COSTS

The following charts provide examples of ELIGIBLE COSTS for PRE-CONSTRUCTION and CONSTRUCTION COSTS.

PRE-CONSTRUCTION COSTS (Maximum 25% of GRANT amount)	ELIGIBLE COSTS EXAMPLES
Costs incurred during the planning, design, and permit phase of the project, <u>before</u> construction begins.	<ul style="list-style-type: none"> ● Community based planning MEETINGS/focus groups/design workshop costs. May include multi-lingual translation, materials etc. ● Plans, specifications, construction documents, and cost estimates ● Permits ● CEQA ● SITES Certification or LEED Certification ● Premiums on hazard and liability insurance to cover personnel or property ● Fidelity bond premium cost ● Bid packages ● Employee services: see accounting rules for employee services explained in the GRANT ADMINISTRATION GUIDE. ● PROJECT/GRANT administration (excluding grant writing) and accounting.

CONSTRUCTION COSTS (Up to 100% of GRANT Amount)	ELIGIBLE COSTS EXAMPLES
Costs incurred during the construction phase of the PROJECT when ground-breaking construction activities such as site preparation, grading, or gutting begins.	<ul style="list-style-type: none"> ● Site preparation, grading, gutting, demolition ● Foundation work ● Purchase and installation of permanent equipment: playground equipment, benches, signs, display boards, sounds systems, video equipment, etc. ● Construction supplies and materials: may be drawn from central stock if claimed costs are no

<p>Costs incurred during the construction phase of the PROJECT when ground-breaking construction activities such as site preparation, grading, or gutting begins.</p>	<p>higher than supplies or materials purchased elsewhere.</p> <ul style="list-style-type: none"> ● Construction equipment owned by GRANTEE: equipment owned by the grantee may be charged to the grant for each use. Rental rates published by the California Department of Transportation may be used as a guide. For audit purposes, a report or source document must describe the work performed, indicate the hours used, relate the use to the GRANT SCOPE, and must be signed by the operator or supervisor. ● Construction equipment rented or purchased by GRANTEE: equipment may be rented or purchased, whichever is the most economical use of GRANT funds. For purchased equipment, the GRANT will pay for the rental price equivalent in proportion to the time the purchased equipment is used on the GRANT SCOPE. (Rental rates published by the California Department of Transportation may be used as a guide.) The GRANT will pay for the total cost of the equipment if the purchase price is less than the rental price equivalent. Any funds earned by the GRANTEE from the sale of equipment purchased with the GRANT must be spent on the PROJECT. ● Construction management: including site inspections, scheduling mobilization, directing equipment, materials, and construction personnel. ● Employee services: see accounting rules for employee services explained in the GRANT ADMINISTRATION GUIDE. ● PROJECT/GRANT administration and accounting ● Miscellaneous costs: other costs incurred during the construction phase, such as transporting materials, equipment, personnel, communications and landscape establishment periods.
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INELIGIBLE COSTS

INELIGIBLE COSTS	EXAMPLES OF INELIGIBLE COSTS
Cannot be charged to the GRANT	<ul style="list-style-type: none"> ● Outside PARK/PROJECT SITE boundaries: streets, traffic lights, or other infrastructure not located within the PARK/PROJECT SITE. ● Outside the GRANT PERFORMANCE PERIOD: costs incurred before or after the GRANT PERFORMANCE PERIOD. ● Projects imposed on an APPLICANT through legal mitigation ● Indirect costs: overhead business expenses <u>of the GRANTEE'S fixed or ordinary operating costs:</u> (rent, mortgage payments, property taxes, utilities, office supplies). ● Fundraising ● Food ● Grant Writing ● Operation and Maintenance, moveable equipment ● Record keeping discrepancies <ul style="list-style-type: none"> ● Charging employee services without documentation of actual time spent on the project ● Lack of source documents (no evidence of invoices, bid process, payment receipts, etc.) ● See GRANT ADMINISTRATION GUIDE'S "Accounting Requirements" for additional guidance

IV. Appendices

TECHNICAL ASSISTANCE FOR APPLICANTS

This page summarizes the assistance available to APPLICANTS.

To ensure a fair process, OGALS' SPP experts will provide all APPLICANTS with correct and consistent guidance.

OGALS' SPP experts have experience gained through reviewing 900 statewide applications requesting \$2.9 billion through ROUNDS One and Two.

All statewide APPLICANTS are encouraged to access the following:

Application Workshops by OGALS

For each ROUND, over fifteen Application Workshops will be offered throughout California. OGALS' SPP experts will give a page-by-page review of this Application Guide. The workshops are in-person and are highly interactive. Questions are encouraged to promote an exchange of ideas.

Access to Program Experts

OGALS' SPP experts will strive to give outstanding customer service to all APPLICANTS. APPLICANTS are encouraged to call, email, or schedule in-person meetings when guidance is needed. A list of OGALS' SPP experts will be available at parks.ca.gov/spp.

Assistance with Incomplete Application Documents

OGALS may contact APPLICANTS to explain what corrections are needed. OGALS does not automatically disqualify an APPLICATION if a document is incomplete or needs a correction with the exception of the Project Selection Criteria.

OGALS' SPP experts can also preview documents before the APPLICATION deadline.

Strengths and Weaknesses

APPLICANTS that do not receive a grant award can get "strengths and weaknesses" feedback based on the Project Selection Criteria at the end of the ROUND. This feedback may be useful to APPLICANTS if another ROUND of funding is available.

Grant Administration Workshop

APPLICANTS who receive a grant award will attend a mandatory GRANT administration workshop. During the workshop, OGALS and DPR auditors will provide an in-depth review of the GRANT ADMINISTRATION GUIDE that explains the requirements and forms necessary for administration. OGALS staff are also available to answer administrative questions through PROJECT COMPLETION.

PROJECT SELECTION CRITERIA GUIDANCE

This section gives technical assistance for Project Selection Criteria 1 through 9 found on pages 15 to 31.

PROJECT SELECTION CRITERION 1 {CRITICAL LACK OF PARK SPACE} ON PAGE 15

and

PROJECT SELECTION CRITERION 2 {SIGNIFICANT POVERTY} ON PAGE 16

The FactFinder Handbook at parks.ca.gov/spp includes visual examples and tips to select a competitive origin of the half-mile radius.

The APPLICANT may choose any point in or on the boundary of the proposed PROJECT SITE to locate the origin of the half-mile radius.

The use of the half-mile radius helps steer APPLICANTS towards placing projects in areas that best meet the program's highest priority. The FactFinder's half-mile radius uniformly quantifies the ratio of PARK SPACE per 1,000 residents, number of residents below poverty, and median household income in PROXIMITY to projects using consistent data available statewide.

If the radius were larger, it could encompass higher income areas, or greater PARK acreage areas, which would disadvantage or disqualify many statewide APPLICATIONS.

- It is understood that some PROJECTS may attract visitors who live outside the half-mile radius and are able to travel from greater distances to the proposed PROJECT SITE. This may be described in Project Selection Criteria 9(A and B) on page 31.
- Describe CHALLENGES not captured by the FactFinder in Criteria 9(A) on page 31.

For the APPLICATION to be eligible, the community within PROXIMITY of the PROJECT SITE must meet one of the following conditions based on the Community FactFinder Report:

- Has a ratio of less than 3 acres of PARK SPACE per 1,000 residents.
- OR
- Has a median household income lower than \$56,982, (80% of the statewide average) which means it is a disadvantaged community as defined by subdivision (g) of §75005 of the Public Resources Code. See Project Selection Criteria 2(A).

Only one of the above conditions must be met for the APPLICATION to be eligible. Both are not required.

Proposition 68 (2018 Bond Act) §80008(a)(1) requires that at least \$130,055,000 of the \$650,275,000 is allocated to projects in severely disadvantaged communities with a median household income below \$42,737 (60% of the statewide average).

PROJECT SELECTION CRITERION 3 {TYPE OF PROJECT} ON PAGE 18

For the APPLICATION to be eligible, the proposed PROJECT must create at least one NEW RECREATION OPPORTUNITY.

NEW PARKS

- Qualifies as a NEW PARK: Land zoned or designated to become a PARK, but not yet developed and open to the public prior to the current ROUND'S SPP APPLICATION due date.
- Does not qualify as a NEW PARK: Land developed and open to the public as a PARK or ADJACENT to an EXISTING PARK before the SPP APPLICATION due date. If there is an EXISTING PARK next to or across the street from the project, regardless of which agency owns the EXISTING PARK, the project will qualify as an EXPANSION.
- In built-out communities, a NEW PARK can be created by acquiring and demolishing a blighted building. Or, a street can be vacated and permanently redeveloped into a PARK.

EXPAND EXISTING PARKS

- To EXPAND an EXISTING PARK, the PROJECT will acquire or develop land that is currently not part of the ADJACENT EXISTING PARK boundary. This includes adding new acreage of PARK SPACE that is easily accessible next to or across the street from an EXISTING PARK, regardless of which agency owns the EXISTING PARK.
- If a project will EXPAND an EXISTING PARK, the APPLICANT has the option but is not required to also improve the EXISTING PARK area. The APPLICATION will qualify and score as 'Expand an Existing Park' for this criterion.

RENOVATE EXISTING PARKS

- The PROJECT must add or RENOVATE a RECREATION FEATURE. Examples of RECREATION FEATURES are listed on page 5.

Including a community center or gymnasium building in NEW, EXPANDED, or EXISTING PARKS:

- If the PROJECT will create a new community center or gymnasium building, or increase square footage of an existing recreation building, at least half of the entire PARK must be designated for outdoor recreation and open space.
- The intent of this program is to create, EXPAND, or improve PARKS. Community centers not in, or ADJACENT to a PARK, are ineligible.
 - Improving an existing community center that is not in a PARK is ineligible.
 - The construction of a new community center that is not part of a new PARK, or next to an EXISTING PARK, or in an EXISTING PARK, is ineligible.
- Community centers and gymnasium buildings are eligible as long as they are related to a PARK.

PROJECT SELECTION CRITERION 4(A) {COMMUNITY BASED PLANNING} ON PAGE 20

Effective, highly used and safe PARKS are designed using significant community input. APPLICANTS are encouraged to partner with community based organizations that can help engage the RESIDENTS during the community based planning MEETINGS.

The purpose of having meetings is to promote a group dynamic, with participants building upon the ideas of one another. Engaging and interactive group discussions can lead to a more in-depth understanding of what the RESIDENTS need.

A survey may be used during the process, but a survey by itself is not a MEETING.

See parks.ca.gov/spp for COVID-19 guidance and past examples of creative MEETINGS use for PARK planning and DESIGN, such as :

- Focus groups
- DESIGN workshops
- PARK DESIGN activities with students at the schools nearest to the PROJECT

Schedule convenient locations and times for the RESIDENTS using cost effective approaches, such as:

1. MEETING locations preferably within walking distance for the RESIDENTS, such as “sidewalk meetings” at the proposed PROJECT SITE. APPLICANTS or a partnering community group can set up a banner, easels, and tables on a Saturday morning and knock door-to-door inviting residents to join neighbors and discuss PARK DESIGN ideas. In addition to meetings at the PROJECT SITE, neighborhood/community based organizations and schools may let you use their meeting space.
2. Have MEETINGS where RESIDENTS will already be present. For example, facilitate MEETINGS with students in their classes or add to the agendas of neighborhood/community based organization MEETINGS where RESIDENTS will be available. Use community festivals, cook-outs, and other events that attract RESIDENTS.
3. Schedule multiple MEETINGS to accommodate RESIDENTS with different employment and family schedules, including weekend or evening hours.

It is recognized that in some cases the PROJECT may be driven by a general or park master plan process. Meetings may have occurred years ago. If a potential project concept is driven by a previous plan, the applicant should take the plan design and ground-truth it with the current RESIDENTS following goals 1-3 on page 23 in order to obtain maximum points. Some parts of goals 1-3 may lead to design enhancements.

PROJECT SELECTION CRITERIA 4(B) {COMMUNITY BASED PLANNING} ON PAGE 21

Inviting the RESIDENTS is an important factor for attendance. If they do not know about the MEETINGS, they will not come. Involving a BROAD REPRESENTATION of RESIDENTS to DESIGN the PARK ensures that it will meet the diverse needs of the community.

- Different types of methods can be used to invite and encourage RESIDENTS to participate. Each of the following examples would count as one method:
 1. Providing incentives to attend is a technique that agencies have used to increase turnout. Make the incentives clear in the invitations.
 2. Partner with community leaders and organizations to assist with outreach.
 3. Post flyers in high foot traffic areas such as bus stops, major intersections, stores, schools, community centers, and libraries. Provide invitations and meeting materials in predominantly-spoken languages in the community. If needed, have an interpreter present at meetings.
 4. Door-to-door in-person invitations.
 5. Mail invitations that may include surveys (same language idea noted above).
 6. Notices distributed at local schools.
 7. Scheduling one or more MEETINGS where RESIDENTS will already be present counts as one method for inviting RESIDENTS.
- The cumulative effect of the MEETINGS should result in a BROAD REPRESENTATION of residents. For example, meeting with youth at a school, seniors at a center, or parents at a PTA meeting may not get you a BROAD REPRESENTATION in each meeting, but when each meeting is added with others, the combination does.

PROJECT SELECTION CRITERIA 4(C) {COMMUNITY BASED PLANNING} ON PAGE 22

Structure the MEETINGS following the minimum goals of Criteria 4(c) starting on page 22.

- Goal 1 is for the RESIDENTS to select their RECREATION FEATURE(S). See the 3 point scoring description on page 23. Keep in mind that “not limited to a few predetermined options presented by the APPLICANT” means the RESIDENTS were given a blank slate as a starting point.
- Using easels or other means for the RESIDENTS to provide visuals (e.g. sketches) of their ideas is an effective way to enable the RESIDENTS to DESIGN the PARK. Engage children at the meetings by providing them with pictures, stickers and art materials or other tools to articulate ideas. Some children may also add to group discussions.
- For Goal 2, RESIDENTS will often have practical ideas about locating features. For example, a parent may suggest playgrounds further away from streets or near spectator bleachers.
- For Goal 3, public art or beautification ideas can link with Criteria 5 and 9(B).
- To help the RESIDENTS prioritize the selection of their preferred RECREATION FEATURE(S), make budget limitations and projections clear to RESIDENTS. The MEETINGS will take place before the APPLICATION is sent to OGALS. Make it clear to RESIDENTS that this program may be highly competitive, funding is not guaranteed, and be prepared to discuss other options.
- The community based planning process can also be used to obtain RESIDENTS’ input on the topics detailed in Criteria 5 through 9.
- 4(c) Eligibility Criteria – Community Based Planning for Safe Public Use
 - For the APPLICATION to be eligible, the proposed PROJECT DESIGN must include RESIDENTS’ ideas to ensure safe public use. See Goal 3 described above.

PROJECT SELECTION CRITERION 5 {EMPLOYMENT OR VOLUNTEER OPPORTUNITIES} ON PAGE 24

Resident Employment or Volunteers

This criterion encourages and is designed to give RESIDENTS a sense of “ownership” to increase the use, safety, and care for their PARK. The criterion also provides opportunities to help build resumes for career pathways.

A combination, or just one, of these meaningful examples can be used to benefit at least twenty RESIDENTS and/or CORPSMEMBERS to obtain the 3 points:

- Outreach to RESIDENTS during community based planning (youth leadership and community organizing)
- MEETINGS assistance
- Plant trees in the PARK
- Make art tiles and add them to walls or walkways in the PARK
- Paint murals or install mosaics
- Training for RESIDENTS provided by contractors
- Create a community garden
- Create or restore natural habitat
- Other employment or volunteer OUTDOOR LEARNING OPPORTUNITIES with designing, landscaping, or constructing the park.

For example, 5 youth taught to lead community based planning, landscaping by 5 CORPSMEMBERS, and 10 RESIDENTS creating public art reaches the goal of benefiting 20 RESIDENTS and/or CORPSMEMBERS.

The employment or volunteer opportunities must occur by PROJECT COMPLETION. (Not long term operation/programs after PROJECT COMPLETION.)

CONSERVATION CORPS Consultation Process

Use of the Corps Consultation Process is voluntary; however, to receive the 3 points, APPLICANTS must follow the “Corps Consultation Process for Proposition 68” established by the California Conservation Corps (CCC) and California Association of Local Conservation Corps (CALCC).

Use the instructions on page 51, Checklist Item 15. It is recommended that consultation begin more than one month prior to the APPLICATION deadline.

If either the CCC or CALCC offers to work on the PROJECT, but the APPLICANT does not agree to use any of the CONSERVATION CORPS’ offered services, 0 points will be awarded. Prop 68 Public Resources Code §80016 gives preference to PROJECTS that include use of CONSERVATION CORPS services.

PROJECT SELECTION CRITERION 6 {PARTNERSHIPS OR COMMITTED FUNDING} ON PAGE 26

The 2018 Bond Act (Proposition 68) Public Resources Code §80001 (a)(5)) declared “The California Center for Public Health Advocacy estimates that inactivity and obesity cost California over forty billion dollars annually through increased health care costs and lost productivity due to obesity-related illnesses, and [investments in infrastructure improvements to promote physical activity] would result in significant savings.”

Partnerships involving the HEALTH sector are encouraged. California’s Statewide Comprehensive Outdoor Recreation Plan (SCORP) has identified Park and HEALTH ORGANIZATIONS as having mutual goals for using recreation to improve HEALTH and wellness. ParksforCalifornia.org.

“HEALTH ORGANIZATION” is broadly defined to mean a government, foundation or community-based organization, or private entity with a primary mission of promoting community design principles supporting physical activity, active transportation, social and mental wellness, nutrition, housing-related anti-displacement strategies, and a thriving environment.

To form new partnerships with the HEALTH sector, APPLICANTS may want to consider local health departments, health insurance companies or local hospitals and clinics, NON-PROFIT health advocates or community-based organizations, and even statewide or national health foundations.

Public Resources Code §80001(b)(2) gives priority to PROJECTS that “*leverage private, federal, or local funding or produce the greatest benefit.*” PROJECTS that “*produce the greatest benefit*” are prioritized through a statewide analysis of all Project Selection Criteria 1 through 9 responses.

There is no point advantage for greater amounts of COMMITTED FUNDS. Cash contributions are not required to receive the maximum 3 points.

Partners can donate volunteer services or materials without a cash contribution. For example: a partner assisting with outreach and MEETINGS with RESIDENTS (see Criterion #4 Technical Assistance) can count as one point, a partner contributing materials can count as a second point, and a partner leading a PARK beautification effort such as public art can count as a third point.

Other examples can include partial or full donation of land, and grants or other funding contributions from an agency other than the APPLICANT until PROJECT COMPLETION.

Time period: To receive up to three points, the partnership contributions will occur between June 5, 2018 until PROJECT COMPLETION. Do not include operation and maintenance and long-term programs after PROJECT COMPLETION.

PROJECT SELECTION CRITERION 7(A) {ENVIRONMENTAL DESIGN} ON PAGE 27

Criteria 7(A)(3)

- A potential resource guide for recycled material content is available at the CalRecycle website: calrecycle.ca.gov.
- “Separation and recycling of recoverable materials” may include the recycling of demolished buildings, concrete, wood, or steel that will be removed when creating a NEW PARK.

Criteria 7(A)(4)

- The “California Invasive Plants Inventory” published by the California Invasive Plant Council may be helpful: cal-ipc.org/plants/inventory.

PROJECT SELECTION CRITERION 7(B) {ENVIRONMENTAL DESIGN} ON PAGE 28

In addition to the four sustainable techniques that are listed in Criteria 7(A), the PROJECT will need to include three more techniques for efficient use of energy, water, and other natural resources, in order to obtain the maximum 7 points.

Other natural resource conservation and ecological techniques include but are not limited to:

1. Create iconic “place-making” with native vegetation landscapes and locally crafted RECREATION FEATURES.
2. Create RECREATION FEATURES using locally sourced materials to reduce environmental impacts from global transportation.
3. Replace blighted property with a PARK to beautify the community.
4. Create a recreational greenbelt or trail within the PROJECT SITE that also serves as off-street commuting and interconnectivity between neighborhoods
5. Use of rapidly renewable (harvested within a ten year cycle) building materials; agrifiber, linoleum, wheatboard, strawboard, bamboo, and wool or cotton insulation.
6. Use of certified wood (environmentally responsible forest management certified by the Forest Stewardship Council)
7. Reduce urban heat island effects
8. Preserve special status trees. Preserve and restore native wildlife habitat
9. Protect and restore riparian and wetland buffers
10. Repair or restore damaged or lost streams, wetlands and coastal habitat
11. For buildings, using any of the following qualifies as a technique. a) Energy efficient outdoor lighting, solar tubes, skylights, and skylids for indoor lighting. b) Design and locate buildings considering sun orientation for heating, cooling and lighting needs. c) Minimize building heating and cooling requirements with vegetation on roof-tops or use of shade trees. d) Comprehensive building insulation. e) Cooling/heating system efficiency f) Low flow water fixtures.

PROJECT SELECTION CRITERIA 7(B)(1) {GREENHOUSE GAS EMISSIONS REDUCTION AND CARBON SEQUESTRATION} ON PAGE 28

The 2018 Bond Act's PRC §80001(b)(7) encourages measurement of carbon emission reductions and carbon sequestrations for Greenhouse Gas Reduction.

If the PROJECT involves tree planting, provide an estimate of the amount of trees to be planted and any other details regarding tree planting known at the time of APPLICATION. If the GRANT is awarded, and before PROJECT COMPLETION, GRANTEES may be required to report the following information about the PROJECTS:

- Tree species
- Size of trees at planting
- Information on the distance and direction to the nearest building (if applicable)
- Information on the age and climate control of any nearby buildings (if applicable)
- Information about the tree's growing conditions

The i-Tree site at planting.itreetools.org may be used as a measurement tool for GRANTEES.

If the PROJECT does not involve tree planting, state “the PROJECT does not involve tree planting” in the response to Project Selection Criteria 7(B)(1), and select an alternate technique. Examples for alternative techniques are listed on the previous page above.

PROJECT SELECTION CRITERIA 7(C) {SITES OR LEED CERTIFICATION} ON PAGE 29

SITES-certified landscapes

- Help reduce water demand, filter and reduce stormwater runoff, provide wildlife habitat, reduce energy consumption, improve air quality, improve human health and increase outdoor recreation opportunities.
- Information on the SITES program is located at: sustainablesites.org/certification-guide.

LEED Certified Buildings

- Includes construction or renovation of a building larger than 2,000 gross square feet can achieve LEED Certification.
- Information on the LEED program is located at usgbc.org.

PROJECT SELECTION CRITERION 8(A) AND (B) {HOURS OF OPERATION} ON PAGE 30

For the APPLICATION to be eligible, hours of operation following PROJECT COMPLETION must accommodate DAILY ACCESS.

Hours of Operation: Holidays are excluded from DAILY ACCESS considerations. Weather is also excluded because weather (such as snow) cannot be controlled.

PROJECT SELECTION CRITERIA 8(C) {PUBLIC USE FEES} ON PAGE 30

Fees: Fees can be a barrier for access. APPLICANTS are encouraged to find partners or have an operation plan that will offset the need to charge fees to the general public for PROJECTS funded by this program.

To compare daily fees with monthly fees, the daily fee will be multiplied by 30. For example, if the daily entrance fee is \$1, it would be calculated as \$30 per month for DAILY ACCESS.

- **Activity or program fees/league registration fee:** If the activity or permit fee is required at all times to enter and use the project, then it does affect the score. For example, if the PROJECT is a soccer field, and only soccer teams can use the field by permit, then the fee charged to join the team/league counts. Using the same example, if the general public can use the soccer field without paying, indicate when the field will be available for the general public.
- **Fees based on residency:** GRANTEES cannot apply differences in admission or other fees on the basis of residence for state-funded projects.
- **Fees based on income:** For the purposes of this program, the entrance or membership fee will be calculated based on what any person would pay to be able to use the PARK before having to prove they are affected by poverty. APPLICANTS should consider members of the public affected by poverty as the baseline for determining what the fee will be for everyone.
- **Parking fees:** If the only way to enter the PARK is by driving, the parking fee will count as a DAILY ACCESS entrance fee. If pedestrians can easily enter the PARK without paying to enter, the parking fee would not affect the score.
- **Costs to use certain RECREATION FEATURES:** If the majority of the grant request will pay for one or more facilities that are free, the \$0 charge will be considered. If a facility with an entrance fee is the majority cost of the grant request, the entrance fee will be considered when evaluating the response. This includes nighttime lighting fees.
- **Rental fees for parties or other special functions:** Rental costs that are not part of a facility's usual daily entrance fees are excluded from the fee calculation.
- **Fixed fee rate during the 30 year contract performance period:** Grantees can contact OGALS if inflation affects the rate in this criterion over the 30 years.

PROJECT SELECTION CRITERION 9(A) {CHALLENGES} ON PAGE 31

Review the definition for CHALLENGES and use it as a guide to describe the community's story. Criteria 9(A) is the APPLICANT'S chance to describe the need for the PROJECT not covered by the data found in the Community FactFinder. There may be other circumstances affecting the need for the PROJECT in addition to the examples listed in the definition for CHALLENGES. If so, describe those circumstances as well.

PROJECT SELECTION CRITERION 9(B) {QUALITY OF LIFE BENEFITS} ON PAGE 31

Projects that will meet multiple needs of youth, seniors, and families will be more competitive than ones that provide a single use for a more limited group. The community-based planning MEETINGS with youth, seniors, and families should result in the DESIGN of a PARK that will benefit their HEALTH and quality of life. Consider how the DESIGN of the PARK will improve each of these conditions:

Recreational Conditions - to benefit the HEALTH and quality of life for youth, seniors, and families. PARKS can provide places for individual or team sports, jogging or walking, and other exercise that can improve HEALTH and help prevent obesity and diabetes. PARKS can provide space for community gardens that can support intergenerational recreation, and fruits and vegetables grown by RESIDENTS in PARKS could support healthy eating.

Social Conditions - to benefit the HEALTH and quality of life for youth, seniors, and families. PARKS can support places where YOUTH AT HIGH RISK can be mentored, seniors socialize, and families bond.

Cultural Conditions - to benefit the HEALTH and quality of life for youth, seniors, and families. Performing arts facilities can support cultural recreation such as dance, theater, and music, which can improve the HEALTH and quality of life for all. Cultural conditions can be improved through public art in PARKS such as mosaics, murals, and sculptures that reflect and celebrate the history and diverse cultures of surrounding neighborhoods. Older existing PARKS may have their own unique histories which can be told through public art.

Environmental Conditions - to benefit the HEALTH and quality of life for youth, seniors, and families. A NEW PARK can improve the appearance of a community by replacing blighted properties with green space and "placemaking" design. Beautification of existing PARKS through landscaping or public art can also enhance the community's appearance. Environmental design techniques can also be used to improve the community's environment.

Educational Conditions - to benefit the HEALTH and quality of life for youth, seniors, and families. PARKS can support places where RESIDENTS can be tutored, coached, and taught a wide range of HEALTH and life skills. History of the area can be taught through panels or public art. The PROJECT's environmental design techniques can also be interpreted to show how energy and water can be conserved.

PROJECT SELECTION CRITERION 9(B) {QUALITY OF LIFE BENEFITS} ON PAGE 31

Economic Conditions – to benefit RESIDENTS' HEALTH and quality of life. Consider the following for the “Economic” section of Project Selection Criterion 9 (B) on page 31.

Employment to Improve Economic Conditions

Skills that RESIDENTS and/or CORPSMEMBERS can gain through Project Selection Criterion 5 on page 24 may lead to new career pathways. Additionally, some PARKS will generate new long-term employment opportunities after PROJECT COMPLETION. Using the PROJECT to create career pathways for RESIDENTS affected by poverty can help meet the intent of Public Resources Code §80001(b)(1)) cited below.

Advancing Solutions that Prevent Displacement

Public Resources Code §80001(b)(1)) of the 2018 Bond Act (Prop. 68) states: “To the extent practicable, priority for grant funding under this division will be given to a project that advances solutions to prevent displacement.”

When an economically disadvantaged community experiences new for-profit real estate investments, RESIDENTS affected by poverty may be priced out of their homes.

In the response to the “Economic” section on page 31, describe the following:

- If RESIDENTS are vulnerable to “displacement”, describe a plan to partner with an organization(s) that supports “housing-related anti-displacement strategies.” The Prevention Institute’s report titled [Healthy Development Without Displacement: Realizing the Vision of Healthy Communities for All](#) gives helpful technical assistance. “Housing-Related Anti-Displacement Strategies” are listed on page 22 of the Prevention Institute’s report. Additional technical assistance will be posted at [parks.ca.gov/spp](#).*
- If RESIDENTS are not vulnerable to “displacement”, explain why. For example, is there a lack of current or planned real estate investments that would price-out economically disadvantaged RESIDENTS from their homes? Or, is there effective affordable housing support already in-place? Or, are the RESIDENTS considered an economically secure community? If there are clear reasons why “displacement” is not applicable, a description about advancing displacement solutions is not needed.

*How can a PARK PROJECT “advance solutions to prevent displacement?”

PARK DESIGN MEETINGS (Project Selection Criterion 4 on page 20) can attract RESIDENTS, agencies, and organizations to work together, leading to innovative partnerships. During site visits for ROUNDS One and Two of this program, the SPP team met RESIDENTS who shared excitement about the MEETINGS held in their neighborhoods for PARK DESIGN. RESIDENTS said the MEETINGS in their neighborhoods helped them feel connected with local government. It also helped them meet other neighbors with similar community service interests. When RESIDENTS work together to transform land into a vibrant PARK, it becomes a symbol of community pride and fosters a belief that they can make a difference with other issues in their neighborhoods.

PROJECT SELECTION CRITERION 9(C) {READINESS} ON PAGE 31

Applicants will demonstrate project readiness by completing and meeting the intent of all APPLICATION requirements listed in the Application Checklist per page 11.

PROJECT SELECTION CRITERIA REQUIREMENTS

To ensure there is a clear understanding of required deliverables for PROJECT COMPLETION, avoid discussing future phases in your response to the Project Selection Criteria/APPLICATION. Only discuss elements that will be completed within the GRANT PERFORMANCE PERIOD using the GRANT plus COMMITTED FUNDS.

If the GRANT is awarded, responses to the Criteria listed below will be included in a “Project Status Report” sent to GRANTEES every six months until PROJECT COMPLETION. This serves as a reminder of what the APPLICANT committed to during the competitive process.

- Criterion 4(c) (residents’ ideas that will be included)
- Criterion 5 (employment or learning opportunities)
- Criterion 7 (environmental design)
- Criterion 8 (fees and hours of operation)
- Criterion 9 (b) (project benefits)

DEFINITIONS FOR ALL WORDS AND TERMS IN SMALL CAPS

DEFINITIONS FOR ALL WORDS AND TERMS IN SMALL CAPS

ACQUISITION – to gain ownership of land or obtain a permanent easement. A lease or rental is not considered ACQUISITION.

ADJACENT – property next to or across the street from a PARK that existed before the APPROPRIATION DATE.

APPLICANT – an entity requesting GRANT funding through a competitive process.

APPLICATION – the required attachments listed in the Application Checklist on page 11.

APPROPRIATION DATE – begins on July 1st of the State fiscal year when program funding is authorized by the legislature.

AUTHORIZED REPRESENTATIVE – the position appointed by the APPLICANT’S governing body to sign all required GRANT documents. The AUTHORIZED REPRESENTATIVE can designate an alternate by informing OGALS in writing.

BROAD REPRESENTATION – inclusion of DESIGN ideas from RESIDENTS that may have different recreational needs, including youth, seniors, and families. Inclusion of people with disabilities, single adults, and immigrants are also encouraged. Sole involvement of an advocacy group or league likely to promote a specific RECREATION FEATURE does not meet this intent.

CEQA – the California Environmental Quality Act as stated in the Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.
opr.ca.gov/ceqa

CHALLENGES – conditions present in a community affecting the HEALTH and quality of life for YOUTH AT HIGH RISK, seniors, and families. Examples include a lack of safe and affordable recreational opportunities, low performing schools, poverty, high crime rates, brown fields, residential overcrowding, and physical barriers such as freeways and rivers disconnecting neighborhoods.

COMMITTED FUNDS – the APPLICANT has secured all additional funds needed to complete the PROJECT. Secured funds are cash in hand or having a contract or other binding agreement with another entity(s) obligating the additional funds. Future fundraising plans are not COMMITTED FUNDS.

CONSERVATION CORPS –

- California Conservation Corps (CCC) – a State workforce development program that employs 18-25 year-olds for environmental conservation or enhancement projects, fire protection, and emergency response. ccc.ca.gov
- California Association of Local Conservation Corps (CALCC) – non-profit organizations certified by the California Conservation Corps to provide community and conservation work, education, and job training. callocalcorps.org

CORPSMEMBERS – youth enrolled in the California Conservation Corps and/or Community Conservation Corps, as defined by Public Resources Code 14507.5

CONSTRUCTION COSTS – costs incurred starting when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

CONTRACT – an agreement specifying the GRANT obligations between the GRANTEE and DPR.

COVERED PARKS – a large shade or snow protection structure over sports fields, courts, or playgrounds in areas of the State where weather would otherwise diminish seasonal outdoor recreation.

CRITICALLY UNDERSERVED COMMUNITY – an area within PROXIMITY of a PROJECT SITE that has a ratio of less than 3 acres of PARK SPACE per 1,000 residents, or a median household income below \$56,982 based on the response to Project Selection Criteria 1 or 2.

DAILY ACCESS – after PROJECT COMPLETION, youth, seniors, and families affected by poverty can use the PROJECT seven days a week with no fees or affordable fees.

DESIGN – preliminary PROJECT concepts and drawings achieved through the community based planning MEETINGS, before the completion of engineer/construction documents.

DEVELOPMENT – to construct a new RECREATION FEATURE or MAJOR SUPPORT AMENITY, or RENOVATION of an existing RECREATION FEATURE.

DISTRICT – one of the following as defined in SPP legislation:

1. A recreation and park district formed under Division 5 of the Public Resources Code, Chapter 4 (commencing with Section 5780).
2. A public utility district formed under Division 7 (commencing with Section 15501) of the Public Utilities Code in a non-urbanized area that employs a full-time park and recreation director and offers year-round park and recreation services on lands and facilities owned by that district.

DEFINITIONS FOR ALL WORDS AND TERMS IN SMALL CAPS

3. A memorial district formed under Chapter 1 (commencing with Section 1170) of Division 6 of the Military and Veterans Code that employs a full-time park and recreation director and offers year-round park and recreation services on lands and facilities owned by that district.
4. The Malaga County Water District exercising powers authorized under Section 31133 of the Water Code.
5. A community service district formed under Division 3 (commencing with Section 61000) of Title 6 of the Government Code in a nonurbanized area that is authorized to provide public recreation as specified in subdivision (e) of Section 61100 of the Government Code.
6. A county service area or zone in the county service area, within the County of San Bernardino that is empowered to provide public park and recreation services pursuant to Chapter 2.2 (commencing with Section 25210.1) of Part 2 of Division 2 of Title 3 of the Government Code, that is actually providing public park and recreation services that was reorganized prior to January 1, 1987, from a park and recreation district to a county service area or zone.
7. A regional park district formed pursuant to Division 5, Chapter 3, Article 3 (commencing with Section 5500) of the Public Resources Code.

ELIGIBLE COSTS – expenses incurred during the GRANT PERFORMANCE PERIOD to complete the GRANT SCOPE approved by OGALS through a fully executed CONTRACT.

EXISTING PARK – public land that includes open space with at least one officially designated RECREATION FEATURE and is open to the public for recreation before the APPROPRIATION DATE.

EXPAND/EXPANSION – the PROJECT will add PARK SPACE acreage to an existing ADJACENT PARK.

GRANT – amount of funds made available to a GRANTEE for completion of the GRANT SCOPE during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a CONTRACT with DPR for a GRANT funded by the Statewide Park Program.

GRANT ADMINISTRATION GUIDE – the document titled the “GRANT ADMINISTRATION GUIDE for 2018 Bond Act (Proposition 68)” that provides requirements and forms for GRANT administration.

GRANT PERFORMANCE PERIOD – the period of time, starting with the APPROPRIATION DATE, when ELIGIBLE COSTS may be incurred by the GRANTEE and charged to the GRANT. Dates for each round will be posted at parks.ca.gov/spp.

DEFINITIONS FOR ALL WORDS AND TERMS IN SMALL CAPS

GRANT SCOPE – the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form that must be completed prior to final GRANT payment. Also see the definitions of TOTAL PROJECT COST.

HEALTH – a state of physical, mental and social well-being and not merely the absence of disease.

HEALTH ORGANIZATION – a government, foundation or community-based organization, or private entity with a primary mission of promoting community design principles supporting physical activity, active transportation, social wellness, mental wellness, nutrition, housing-related anti-displacement strategies, and a thriving environment.

JOINT POWERS AUTHORITY – an agreement between a City, County, and/or a DISTRICT to perform services, cooperate with, or lend powers for the operation and maintenance of PARK land. For a joint powers authority to be eligible, one of the following must be a member: a City, or a County, or an eligible DISTRICT.

MAJOR SUPPORT AMENITY –

1. Parking lot, restroom building, or other non-recreational facility located within a Project site.
2. Lighting and landscaping to improve the appearance of the PARK.

MEETING – RESIDENTS worked together as a group in person with the APPLICANT or with the APPLICANT'S partnering community based organization(s) to DESIGN the PARK.

The type of meeting can be creative, cost effective, and non-traditional. Formal public hearings are not required.

MINOR SUPPORT AMENITY – a permanent support item such as a sign, bench, small fence, or drinking fountain that costs, by itself, less than \$50,000 at the time of APPLICATION.

NEW PARK – the PROJECT will create a PARK on property that was not open to the public as a PARK prior to the application deadline, and is not ADJACENT to an EXISTING PARK.

NEW RECREATION OPPORTUNITY – construction of a new RECREATION FEATURE. Or, for RENOVATION, an existing RECREATION FEATURE will be improved beyond its original condition.

DEFINITIONS FOR ALL WORDS AND TERMS IN SMALL CAPS

NON-PROFIT – any non-profit entity qualified to do business in California under Section 501(c)(3) of Title 26 of the United States Code, and that has among its primary purposes any of the following:

- the recreational, vocational, educational, and other services to improve social and cultural conditions of a community,
- the preservation, protection, or enhancement of land or water resources in their natural, scenic, historical, agricultural, forested, or open-space condition or use,
- the provision of conservation and environmental education and other services to improve environmental conditions of a community.

OUTDOOR LEARNING OPPORTUNITIES – employment or volunteer activities for RESIDENTS or CONSERVATION CORPS members during community based planning and PROJECT design, or by PROJECT COMPLETION.

PARK – open space land for the general public's physical and social HEALTH that provides at least one designated RECREATION FEATURE for nature appreciation, athletic activities, cultural enrichment, or other recreational activities.

- A PROJECT that is only for a stand-alone community center, that is not currently in a park or ADJACENT to a park, would be considered ineligible as SPP projects must create, expand, or improve parks.
- School property is considered a park when there is a joint-use agreement and park signage indicating the general public is welcome to use a designated outdoor area, such as a schoolyard, for recreation during appropriate hours such as after-school, weekends, and summer.

PARK SPACE – the size of the official PARK boundary determined by acres or fraction thereof.

PRE-CONSTRUCTION COSTS – costs incurred before construction during the planning, design, and permitting phase of the PROJECT, limited to 25% of the GRANT amount.

PROJECT – the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form to be funded by the GRANT request plus COMMITTED FUNDS.

PROJECT SITE – the entire PARK property. When using the California State Parks Community FactFinder, the origin of the half-mile radius can be located at any point within the boundary of the entire PARK.

DEFINITIONS FOR ALL WORDS AND TERMS IN SMALL CAPS

PROJECT COMPLETION – when the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form are complete and the facilities are open and useable by the public.

PROXIMITY – the area located within a half mile radius of the PROJECT SITE.

RECREATION FEATURE – an element that provides active or passive recreational use.

RENOVATE/RENOVATION – construction to improve an EXISTING PARK to either increase public use, operating hours, public safety, energy or water conservation, accessibility compliance, or all of the above. This includes improvement of an existing RECREATION FEATURE, or an existing MAJOR SUPPORT AMENITY.

RESIDENTS – the population living within a half mile of the PROJECT SITE including youth, families, and seniors.

ROUND – a distinct cycle of APPLICATIONS received and reviewed by DPR, through a competitive process.

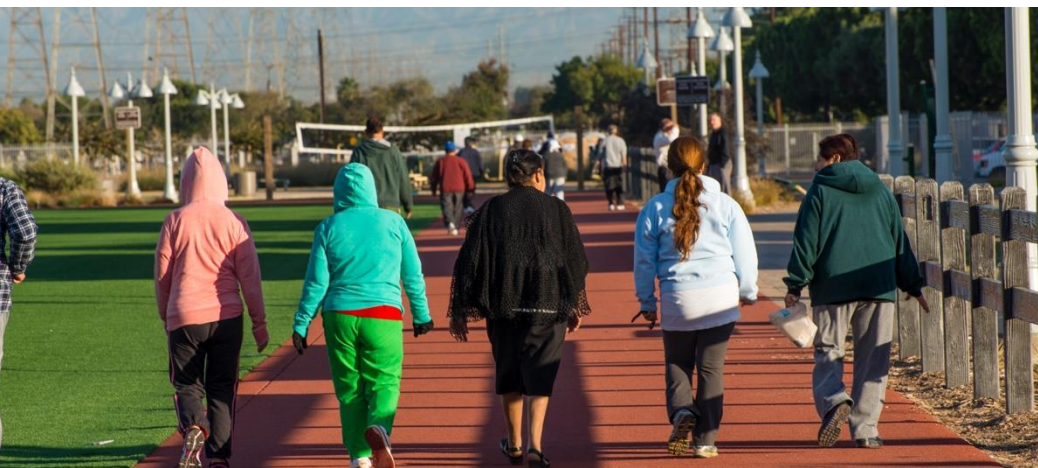
SITE CONTROL – when the GRANTEE owns the PROJECT SITE, or has a permanent easement, or has a lease agreement or TURNKEY agreement approved by DPR, that allows for PROJECT COMPLETION and public use to fulfill the CONTRACT obligations.

TOTAL PROJECT COST – the combined dollar amount of all funding sources used to complete the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form.

TURN-KEY PROJECT – when an APPLICANT proposes to build a PROJECT, then transfer the CONTRACT to the land owner for long term operation and maintenance with approval from DPR.

YOUTH AT HIGH RISK – challenges within the CRITICALLY UNDERSERVED COMMUNITY affecting the health and wellness of youth such as school failure, gangs, insufficient recreational services, pollution, or a blighted environment.

“I made it a goal to walk two miles each day on this park’s track with a group of retired friends. Then I use the outdoor gym equipment. I lost many pounds. It is a positive movement to a healthy lifestyle.”



Street Address for Overnight Mail:

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

Mailing Address:

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

MAIN LINE: (916) 653-7423

PROGRAM WEBSITES: parks.ca.gov/spp | parksforcalifornia.org/communities

Attachment B

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**Grant Administration Guide
for the**

**California Drought, Water, Parks, Climate, Coastal Protection,
and Outdoor Access for All Act of 2018**

COMPETITIVE GRANT PROGRAMS

September 2020



**State of California
The Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)**

"Creating Community through People, Parks, and Programs"

Send correspondence to:

Street Address for Overnight Mail:
Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

Mailing Address:
Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

Phone: (916) 653-7423

Website: <http://www.parks.ca.gov/grants>

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**



Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Community Engagement Division Mission

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

The Office of Grants and Local Services Mission

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS VISION GOALS

To Be:

- A leader among park and recreation professionals.
- Proactive in anticipating public park and recreation needs and how new legislation and grant programs could best meet these needs.
- Honest, knowledgeable and experienced grant administration facilitators.
- Sensitive to local concerns while mindful of prevailing laws, rules and regulations.
- Perceptive to opportunities for partnerships, growth and renewal where few existed before.
- Committed to providing quality customer service in every interaction and transaction.
- Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, legislative members, and department employees.

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Words and terms shown in SMALL CAPS are found in the definitions section.	

Background

This guide provides grant administration procedures and requirements for competitive projects funded by Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access For All Act of 2018. OGALS retains the right to waive requirements not mandated by statute.

Grant Process

1. Applicants receive a letter from OGALS indicating an application has been selected for funding.
2. Applicants attend a mandatory grant administration workshop.
3. If applicable, applicant fulfills any unmet application requirements.
4. OGALS sends a contract to the applicant:
 - a. The CONTRACT section, beginning on page 28, includes a sample contract.
 - b. The applicant returns the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS within 60 days of receipt.
 - c. OGALS returns a copy of the fully executed contract, at which point the applicant becomes a GRANTEE.
5. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for ELIGIBLE COSTS. The GRANT payments section, beginning on page 18, provides payment request instructions and forms.
 - The GRANTEE completes PROJECT no later than December 31, of the year before the GRANT liquidation date as shown on the contract.
 - The GRANTEE sends PROJECT COMPLETION PACKET(s) to OGALS no later than March 31, of the year the GRANT liquidates.
 - OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.
6. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audit Section, beginning on page 35, provides directions and an Audit Checklist for DPR audit and accounting requirements.

Projects Involving Acquisition

Acquisition Rules

1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
2. Associated acquisition costs, such as appraisals, escrow fees, title insurance, etc., are considered pre-construction costs, which are limited to 25% of the GRANT.
3. The GRANTEE must record a deed restriction on the property after the acquisition is complete.
4. GRANTEE must provide title insurance.

Acquisition Documentation

For each parcel to be acquired, submit the following documents:

1. An appraisal conducted within the last twelve months.
2. A separate letter from an independent third party, AG-rated appraiser, certified by the California Office of Real Estate Appraisers, stating the appraisal was reviewed, and was completed using acceptable methods.

For easement acquisitions, in addition to the requirements above, provide:

3. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

For relocation costs, in addition to the requirements above, provide:

4. A letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code §§7260-7277.

Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES – see accounting rules for more information (page 35)
- GRANT/PROJECT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land

Ineligible Acquisition Costs – Cannot be charged to the GRANT

- Costs incurred outside the GRANT performance period
- Cost for land acquired through eminent domain or condemnation
- Acquisitions where purchase price is greater than appraised value
- Costs to fulfill any mitigation requirements imposed by law (PRC §80020)

Development Projects

Development Project Rules

1. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
2. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
3. PRE-CONSTRUCTION COSTS may not exceed 25% of the GRANT.
4. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

Eligible Pre-construction Costs – up to 25% of GRANT; incurred prior to groundbreaking as determined by the grantee

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- Financing
- CEQA
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- GRANT/PROJECT administration and accounting prior to groundbreaking

Eligible Construction Costs – up to 100% of the grant; incurred after groundbreaking

- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices
- Bond and other signs
- Premiums on hazard and liability insurance to cover personnel or property
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.
- Construction management, including site inspections and PROJECT administration
- Miscellaneous – other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- Financing
- IN-HOUSE EMPLOYEE SERVICES after groundbreaking
- GRANT/PROJECT administration and accounting after groundbreaking

Ineligible Development Costs – Cannot be charged to the grant

- PRE-CONSTRUCTION COSTS that exceed 25% of the GRANT
- Development to fulfill any mitigation requirements imposed by law (PRC §80020)
- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not primarily designated for recreational purposes, such as park district offices
- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Construction costs incurred outside of the park boundaries
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE’S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Repairs – activities performed to a section of a structure that are intended to allow the continued use
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure
- Fundraising and grant writing

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee’s actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee’s time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE’S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers’ compensation.
- Overtime costs may be allowed under the GRANTEE’S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

If claiming IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet in advance for OGALS review to confirm these accounting practices are being followed.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Funding Sources Form

GRANTEE:

PROJECT Name:

PROJECTS funded by the program are not complete until the PROJECT SCOPE is complete and the PROJECT is open to the public. PROJECTS will:

- Be entirely funded by the GRANT, *or*
- Require funds in excess of the GRANT.

If the PROJECT requires funds in excess of the GRANT, the SCOPE of the PROJECT may be either the SCOPE of the larger project, or a subset of the larger project.

For example, if the PROJECT is \$100,000 towards construction of a \$500,000 park, the SCOPE can be the \$500,000 park, or a \$100,000 element of the park, such as a playground, that can be complete and open to the public.

- ☐ The PROJECT will be entirely funded by the GRANT, *or*
- ☐ The PROJECT requires funds in excess of the GRANT:
- ☐ The SCOPE is the same as the scope of the larger project, *or*
 - ☐ The SCOPE is a subset of a larger project, the scope of that larger project is:

Larger project cost: \$

Anticipated completion date:

List all funds that will be used. Submit revised Funding Sources form should funding sources be added or modified.

Funding Source	Date Committed	Amount
SPP/State of California	July 1, 2019	\$
		\$
		\$

I represent and warrant that I have full authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned GRANT is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CEQA Compliance Certification

GRANTEE:

Project Name:

Project Address:

Is CEQA complete? ☐Yes ☐No Is completing CEQA a PROJECT SCOPE item? ☐Yes ☐No

What document was filed, or is expected to be filed for this project's CEQA analysis:

Date complete/expected to be completed

- ☐ Notice of Exemption (attach recorded copy if filed)
☐ Notice of Determination (attach recorded copy if filed)
☐ Other:

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information	
Agency Name:	
Contact Person:	
Mailing Address:	
Phone: ()	Email:

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

FOR OGALS USE ONLY

CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

Special Requirements

- Greenhouse Gas Emissions Reduction and Carbon Sequestration
- Status Reports (page 9)
- Bond Act Sign (page 11)
- Deed Restriction (page 12)
- For non-profit GRANTEES: Three bid process (page 16) and Fidelity Bond (page 17)

Greenhouse Gas Emissions Reduction and Carbon Sequestration.¹

If your PROJECT involves tree planting, follow the instructions below and submit with the PROJECT COMPLETION PACKET.

Before getting started, gather the following PROJECT information:

- Tree species
- Size of trees at planting
- Information on the distance and direction to the nearest building (if applicable)
- Information on the age and climate control of any nearby buildings (if applicable)
- Information about the tree's growing conditions

Getting started:

1. Navigate to the [i-Tree site](https://planting.itreetools.org) at <https://planting.itreetools.org> and select the tab for a new project.
2. On the Location map, select your state, county and city, and then click Next.
3. Configure the project parameters²:
 - “Electricity emissions factor” enter 285 and select kilograms
 - “Fuel emissions factor” enter 53.1 and select kilograms
 - “Years for the project” is the age of the trees 40 years from when they are planted. So, if the trees will be four years old at the time of planting, enter 44.
 - “Tree mortality” enter 0
4. Tree Planting Configurations
 - Enter the tree groups for the project; create a new group for each new species or for each new location.
 - Species – select the species; add multiple species by creating new groups.
 - DBH – tree diameter four feet above the ground at time of planting.
 - Distance to nearest tree – select from drop down menu
 - Tree is (north, south, east or west) of Building – select the direction the tree is located to the nearest climate controlled building.

¹ PRC §80001(b)(7)

² Project parameters are from the California Air Resources Board’s “Quantification Methodology for the California Natural Resources Agency Urban Greening Grant Program.”

- Climate controls – select the type of climate controls the nearby building has installed. If a tree is more than 60 feet away from a climate controlled building, select “none.”
- Condition – select the overall health of the trees at the time of planting.
- Exposure to sunlight – select the amount of sun that reaches the tree, based on its surroundings.
- Number of trees – enter the number of trees that are the same species and the same characteristics (e.g. distance to building, location in respect to building, exposure to sunlight, etc.) If some of these characteristics change, multiple lines of the same species should be input into the tool.

Once all the groups are entered, click next

5. Print the report in landscape mode, and submit it to OGALS.

Status Report

OGALS will send a Status Report every six months until receipt of a PROJECT COMPLETION PACKET. Payment requests will not be processed if Status Reports are overdue. See sample on following page.

Sample Status Report – Due xx/xx/20xx (30 days from mail date)

Grantee:

Project Number:

Project Name:

Project Scope:

Project Phase: ☐ Pre-Construction/Pre-Acquisition ☐ Acquisition and/or Construction

When will you submit your next payment request?

For how much?

Estimated date of project completion:

Potential obstacles affecting completion:

Is the project: On Time? yes/no Within Budget? yes/no Within Scope? yes/no If no, explain:

Describe grant-funded work completed since last status report submitted on (DATE):

Are CCC or certified local corps working on this project? Yes/No

Provide photos showing work completed since (DATE)

Describe grant-funded work expected to be completed by (MailDate + 6 mos)

If there have been any changes to the proposed funding for this project, attach a revised Funding Sources Form.

Provide information on payments to be submitted over the next three years:

Between 7/1/20 and 6/30/21	Between 7/1/21 and 12/31/21	Between 1/1/22 and 6/30/22	Between 7/1/22 and 12/30/22	Between 1/1/23 and 6/30/23	Between 7/1/23 and 12/30/23	After 1/1/24
\$	\$	\$	\$	\$	\$	\$

The purpose of this data is to help the State estimate borrowing needs; you will not be held to these estimates.

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

(*Certification to above information requires a signature by a person authorized in the resolution)

Bond Act Sign

A sign acknowledging the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 as the funding source for the project must be installed during construction and at completion (PRC §80001(b)(3)). If appropriate, the same sign can be used during construction and completion.

Sign requirements

The sign must be available during construction, at the final inspection of the PROJECT, and remain in place for a minimum of four (4) years from date of PROJECT completion. There is no minimum or maximum size other than the minimum size for the logo, as long as the sign contains the required wording.

Sign Language

All signs must contain the following language:

GAVIN NEWSOM, GOVERNOR

Wade Crowfoot, Secretary for Natural Resources

Armando Quintero, Director, California Department of Parks and Recreation

Use the names of the current officials. The name of the director of the local agency or other governing body may be added. The sign may also include names (and/or logos) of other partners, organizations, individuals and elected representatives.

Logo

All signs must display the Parks and Water Bond Act logo (shown on the cover of this guide). Display the logo to maximize visibility and durability. [Download the logo](https://resources.ca.gov/grants/Grant-Program-Resources) at <https://resources.ca.gov/grants/Grant-Program-Resources>, click on the logo artwork section. Each edge of the logo must be a minimum of 24" x 24". Exceptions may be approved, when appropriate, at OGALS' discretion.

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti.

Sign Cost

The cost of the sign(s) is an eligible PROJECT cost. Permanent signage is encouraged.

Appropriateness of Signs

For projects where the required sign may be out of place or affected by local sign ordinances, OGALS may authorize a sign that is more appropriate to the project.

State Approval

GRANTEE shall submit the proposed number, locations, size, and language of signs for preliminary review. Final payments will not be processed until post completion signage has been approved and installed.

Deed Restriction

The Deed Restriction restricts the title to the property, safeguarding the property for purposes consistent with the GRANT for the duration of the CONTRACT PERFORMANCE PERIOD.

If the GRANTEE owns the PROJECT land, a Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments except an advance into escrow and pre-acquisition costs. A Deed Restriction *is not required* if the GRANTEE does not own the PROJECT land, such as where the GRANTEE is improving property it has access to under a lease agreement.

Deed Restriction Instructions

Before filing the Deed Restriction, the GRANTEE must own the PROJECT land, and have an encumbered CONTRACT for the GRANT amount.

The PROJECT OFFICER will send the Deed Restriction to the GRANTEE. *Do not alter the Deed Restriction.* The GRANTEE takes the following steps:

1. Add ownership information to **Paragraph I of the Deed Restriction:** [formal name of GRANTEE] *Insert ownership information as it appears on the deed.*

2. *Create 3 copies (GRANTEE copy, OGALS copy and recorder's copy) of the Deed restriction and the required attachments:*

Exhibit A: Label this attachment "Exhibit A (Legal Description of Property)" and include a formal legal description of every parcel of property to which grant funds will be used for the development and/or acquisition thereof. This information can be obtained from the grant deed or title policy. (The assessor's parcel number or a street address is NOT a valid legal description.) and,

Exhibit B: Label this attachment "Exhibit B (Grant CONTRACT)" and include a complete copy of the Grant CONTRACT and provisions signed by the AUTHORIZED REPRESENTATIVE and the State of California.

3. *Notarize it:* Take 3 copies of the following documents to a notary. OGALS recommends submitting these documents to the PROJECT OFFICER for review prior to notarizing.

- Unsigned and undated Deed Restriction
- Exhibit A (Legal Description of Property)
- Exhibit B (Grant CONTRACT)

The AUTHORIZED REPRESENTATIVE dates and signs the Deed Restriction signature page in the presence of a notary. The notary will complete a Notary Acknowledgement (Civil Code §1189).

4. *Record it:* Take 3 copies of the notarized documents bulleted above to the County Recorder's Office of the county in which the property is located. Ask the County Clerk to record the Deed Restriction with Notary Acknowledgement, Exhibit A, and Exhibit B, on the title to the property.

5. *Send it:* Make sure to send a copy of the notarized and recorded Deed Restriction, Exhibit A, and Exhibit B to the OGALS Project Officer.

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: [Project Officer]

DEED RESTRICTION

I. WHEREAS, insert ownership information as it appears on the deed (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) received an allocation of grant funds pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Program for improvements on the Property; and

IV. WHEREAS, on (enter date), DPR's Office of Grants and Local Services conditionally approved Grant [project number], (hereinafter referred to as "Grant") for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Competitive Grant Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 20xx to June 30, 20xx (20 years) or June 30, 20xx (30 years).

2. TAXES AND ASSESMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.I of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding such breach, or any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

AUTHORIZED REPRESENTATIVE Signature Date

Print/type name and title of above

Business Name (if property is owned by a business):

Additional signature, if required Date

Print/type name and title of above

Three-Bid Process

(For nonprofit GRANTEES only)

1. Nonprofit GRANTEES must attempt to obtain three bids before awarding a contract on a GRANT-funded project for services greater than \$5,000 and for construction work greater than \$25,000.
 - Bid description must include the requirement to comply with §1771.5 of the State Labor Code.
 - Bid description must include all required project elements based on the original competitive application - Project Selection Criteria proposal, Grant Scope/Cost Estimate Form, and concept level site plan.
2. Nonprofit GRANTEE provides each bidder (potential contractor) the same written invitation for bid describing the project work to be performed based on “Best value” (determined by price, quality of materials, equipment, and workmanship), and the required project elements based on the original competitive application.
 - By signing the GRANT CONTRACT, the nonprofit GRANTEE agreed to meet the specific objectives as described in the competitive Project Selection Criteria proposal.
3. Solicit bids by contacting at least three potential contractors or by invitation for bids advertising, or a combination of both methods.
4. The nonprofit GRANTEE’s Board of Directors evaluates the bids to determine which contractor will provide the best value and will meet project requirements. The evaluation process must ensure no conflict of interest between the contractor and the nonprofit GRANTEE’s Board of Directors. The nonprofit GRANTEE’s Board of Directors need not necessarily accept the lowest bid, but a reasonable justification for the decision must be recorded in writing.
5. The Board of Directors selects a contractor and awards a contract.
6. For audit purposes, the nonprofit GRANTEE keeps records of steps 1 – 5 above.

Waiver of Three-bid Requirement

To request a waiver of the three-bid process requirement, the non-profit GRANTEE must send a written request to the Project Officer assigned to the grant project and explain why a waiver is required.

- The waiver request may include “sole source” factors where only one contractor has the expertise to deliver the work.
- The waiver request may also include “public good” or other required factors that may be based on the Project Selection Criteria proposal in the competitive APPLICATION. For example, the Project Selection Criteria proposal may require the hiring of conservation corps.

Fidelity Bond

(For nonprofit GRANTEES only)

Nonprofit GRANTEES must provide a copy of a current fidelity bond policy to their PROJECT OFFICERS before any payment requests can be approved by OGALS.

The premium cost for a fidelity bond is an ELIGIBLE COST.

A fidelity bond provides insurance covering fraudulent acts of GRANTEES' employees, volunteers, officers, and directors. The nonprofit is the party insured. DPR must be named as a Third Party Loss Payee, i.e., the same as a bank on a car loan or a mortgage company on a home loan. The DPR address is: State of California, Dept. of Parks and Recreation, P.O. Box 942896, Sacramento, CA 94296-0001, Attn: Office of Grants and Local Services.

Coverage must be equal to or greater than the GRANT amount. If the GRANTEE'S existing coverage is lower than the GRANT amount, the GRANTEE needs to amend the coverage to equal or exceed the GRANT amount. Fidelity bond insurance must be kept current for at least six months after the date of the final GRANT payment.

GRANTEES may obtain the fidelity bond through their general liability carrier, a major casualty insurance carrier, or a bonds specialty company. These sources are listed in the yellow pages or internet. A list of fidelity bond frequently asked questions is available on the [OGALS web site](http://www.parks.ca.gov/grants) at www.parks.ca.gov/grants.

Grant Payments

Payments may be requested from OGALS once a PROJECT is approved and the CONTRACT is encumbered. Payment requests are processed through the State Controller's Office and are mailed to the GRANTEE approximately six to eight weeks from the date OGALS approves the request.

OGALS may withhold payment if the GRANTEE has outstanding issues, such as:

- breach of any other contract with OGALS
- an unresolved audit exception
- an outstanding conversion
- park sites closed or inadequately maintained
- overdue Project Status Reports
- other unmet grant requirements

Payment Rules

1. Payment requests prior to groundbreaking are limited to 25% of the PROJECT amount, unless for acquisition costs.
2. Payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final REIMBURSEMENT payment. GRANTEES may contact their PROJECT OFFICER to request OGALS consider a reduced retention amount.
3. Group costs together to avoid frequent payment requests. Payment requests greater than \$10,000 are encouraged.
4. For PROJECTS where match is required, GRANTEES must show eligible costs equal to 125% of the requested reimbursement amount (see page 19).

These items are required *prior* to requesting any payment, if applicable:

1. A deed restriction, except for an ADVANCE into escrow.
2. If not already submitted, complete CEQA for construction reimbursement.
3. A sample timesheet *prior* to incurring any IN-HOUSE EMPLOYEE SERVICES costs.
4. When the bid process is required, provide a summary list of bidders, the recommendation by reviewer of bidders, notice of award, and contract agreement.

These items are required with every payment request, when applicable:

1. A Grant Expenditure Form (see page 22) is required with all reimbursement and final payment requests.
2. If a payment request includes IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet representing how employee staff time was tracked during the period of requested reimbursement.
3. Construction progress photos, including a photo with the construction sign visible on the PROJECT site (page 11), with all construction payment requests.

Rural Recreation Tourism Match

(For this grant program ONLY)

Unless the PROJECT has been identified as serving a disadvantaged community, the GRANTEE must include a 20% match (PRC §80090(b)).

Costs incurred to provide match must be eligible costs.

Eligible match sources

- Federal funds
- Local funds
- Private funds
- IN-HOUSE EMPLOYEE SERVICES
- Volunteer labor – must maintain time and attendance records showing actual hours worked (see <https://independentsector.org> for [volunteer hourly wage value](#))

Ineligible match source

- State funds

Match and Eligible Costs

The match is 20% but grantee must show 25% in additional costs if match is required. For example:

Determining the match amount:

PROJECT amount:	\$125,000
20% match:	(\$25,000)
GRANT amount:	\$100,000

Submitting costs for reimbursement

GRANT amount:	\$100,000
25% in additional costs:	\$25,000
PROJECT amount:	\$125,000

In summary, the 20% match calculation is based on the PROJECT amount, not on the GRANT amount.

Payment Request Form Instructions

- All payment request types (reimbursement, final, ADVANCE) require this form.
- A fillable, digital version of the [payment request form](http://www.parks.ca.gov/grants) is available at www.parks.ca.gov/grants.
- Grantees are encouraged to submit payment requests digitally, as .pdf files. E-mail each document to the PROJECT OFFICER as a separate digital file, labeled as the document item. Retain all documents with original signatures with the PROJECT records.
- Round all amounts to the nearest whole dollar.
- A Grant Expenditure Form (see page 22) is required with all reimbursement and final payment requests.
- Complete the Payment Request Form as follows:
 1. PROJECT Number – Number assigned by OGALS when this PROJECT was approved
 2. Contract Number – As shown in Certification of Funding section of the contract
 3. APPLICANT – GRANTEE name as shown on the contract
 4. PROJECT Title – Name of the PROJECT as shown in the Application
 5. Type of Payment – check appropriate box on form
 6. Payment Information – round down to the nearest dollar
 7. Send Warrant To – agency name, address and contact person
 8. Signature of AUTHORIZED REPRESENTATIVE

Payment Request Form

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PAYMENT REQUEST State Grant Programs

See Instructions on Page 2.

1. PROJECT NUMBER		2. CONTRACT NUMBER	
3. APPLICANT			
4. PROJECT NAME			
5. TYPE OF PAYMENT <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final			
6. PAYMENT INFORMATION (Round all figures to the nearest dollar)			
a. Grant Project Amount		\$	
b. Funds Received To Date		\$	
c. Available (a. minus b.)		\$	
d. Amount Of This Request		\$	
e. Remaining Funds After This Payment (c. minus d.)		\$	
7. SEND WARRANT TO:			
AGENCY NAME			
STREET ADDRESS			
CITY/STATE/ZIP CODE			
8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION <i>I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.</i>			
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION		TITLE	DATE
▶			
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY			
PAYMENT APPROVAL SIGNATURE		DATE	
▶			

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Grant Expenditure Form

All payment requests require a summary of costs incurred. An electronic version of the [grant expenditure form](#) is available at www.parks.ca.gov/grants. GRANTEES may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS on request. Only provide the following information to OGALS:

PROJECT Number:

Warrant/Check #(1)	Date(2)	Recipient(3)	Purpose(4)	Pre- Construction Amount(5)	Construction Amount(6)
TOTALS					AMOUNT
PRE-CONSTRUCTION Subtotal (5)					\$
Construction Subtotal (6)					\$
Grand Total (5) + (6)					\$

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Electronic payment numbers/electronic funds transfer numbers in the “Warrant/Check Number” column are acceptable. Include an “EP” next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE’S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, provide the date range with a summary of actual hours worked, and a sample timesheet.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity providing services and/or materials.

Column (4) SCOPE item related to the expenditure and a brief description, such as “playground design,” “community center permits,” “walkway materials,” “sports field construction.”

Column (5) PRE-CONSTRUCTION costs eligible for up to 25% of the GRANT.

Column (6) DEVELOPMENT costs eligible for up to 100% of GRANT.

Project Completion Packet

PROJECT COMPLETION PACKETS must be submitted by March 31, of the year the GRANT liquidates, as shown on the contract.

GRANTEES are encouraged to submit documents digitally, as .pdf files. E-mail the documents to the PROJECT OFFICER as separate .pdf files for each document. Retain all documents with original signatures with PROJECT records. GRANTEES should follow up with PROJECT OFFICER to confirm documents were received.

The final payment (not less than 20% of the GRANT) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET (page 23)
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION

To request the final payment and complete the PROJECT, the GRANTEE must submit the following documents:

1. Payment Request Form (page 21)
2. Grant Expenditure Form (page 22)
3. Final Funding Sources Form (page 6)
4. Project Completion Certification Form (page 24)
5. Greenhouse Gas Emissions Reduction and Carbon Sequestration (if applicable) (page 8)
6. Notice of Completion (optional)³
7. Photo of the bond act sign and location (page 11)
8. Recorded Deed Restriction if not already provided (page 12)
9. Completed CEQA if not already provided (page 7)
10. Audit checklist with items checked that GRANTEE will retain for five years following receipt of final payment (page 36)

For PROJECTS involving acquisition, the GRANTEE must submit these additional documents, if not already provided:

1. A copy of the recorded deed to the property
2. A map sufficient to verify the description of the property including parcel numbers and acreage
3. Copy of title insurance policy
4. Copy of title report

³ OGALS recommends that the GRANTEE file a Notice of Completion with the County Recorder pursuant to State of California Civil Code §3093. Filing the Notice of Completion is not a PROJECT COMPLETION requirement.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Project Completion Certification Form

Grantee:

Project Number:

Grantee contact for audit purposes

Name:

Address:

Phone: ()

Email:

Project completion – list the grant scope items:

Provide revised Funding Sources Form

Interest earned on advanced funds: \$

Interest spent on eligible costs: \$

Was a Notice of Completion filed with the County Recorder or other appropriate entity?
Yes / No

Certification:

I hereby certify that all Grant funds were expended on the above named Project and that the Project is complete and we have made final payment for all work done.

I have read California Penal Code §118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code §72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Completion Certification on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project Completion for the above-mentioned Grant is true and correct.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Advance Payments

- OGALS reserves the right to disapprove ADVANCE payment requests. Past performance, GRANTEE capacity, and the GRANTEE'S financial resources will all be considered before issuing an ADVANCE.
- ADVANCE payments may be requested for costs expected to be incurred in the next six months.
- ADVANCE payments must be placed in an interest bearing account. Earned interest must be spent on the project, and cannot be returned to OGALS.
- ADVANCE funds *must* be spent within six months of receipt, or returned to OGALS.
- The sum of DEVELOPMENT ADVANCES cannot exceed 50% of the GRANT.

There are two types of DEVELOPMENT ADVANCE payments: PRE-CONSTRUCTION and CONSTRUCTION:

Pre-Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	Preconstruction estimate shown on PROJECT SCOPE/cost estimate form	After the contract has been encumbered	<ul style="list-style-type: none"> • Payment Request Form • ADVANCE justification (see page 26) • Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	No more than 50% of the GRANT.	After the contract has been encumbered, and construction will commence during the next six months	<ul style="list-style-type: none"> • Payment Request Form • ADVANCE justification (see page 26) • Bid documents (see page 16, number 7), copy of signed construction contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES schedule • Filed NOD or NOE (page Error! Bookmark not defined.) • Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Advance Justification

Provide the following information:

- Explanation why an ADVANCE is needed instead of a reimbursement. Describe any hardships the GRANTEE will experience if a reimbursement were issued instead of an ADVANCE.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE SERVICES or name of contractor). The six month period should begin six to eight weeks after payment request is submitted.
- A funding plan, indicating how the GRANTEE intends to provide cash flow to the percentage of the PROJECT exceeding the 50% ADVANCE limit.
- A statement indicating the GRANTEE will put the advanced funds into a separate, interest bearing account, and spend any interest earned on the PROJECT.
- An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

Clearing the Advance

ADVANCES must be cleared with six months of receipt, or earlier. ADVANCES should be cleared incrementally, that is, as costs are incurred. An ADVANCE is cleared as follows:

- Submit a grant expenditure form (see page 22) documenting expenditures of eligible costs equal to the ADVANCE amount *plus any earned interest*.
- Submit photos of construction completed and the construction sign (see page 11) with the ADVANCE funds (for construction ADVANCES).
- Return the balance of unspent GRANT funds to OGALS no later than thirty days after the end of the six month ADVANCE period. OGALS will then return the GRANT funds to the CONTRACT balance. OGALS cannot return interest to the contract balance.

Subsequent Payments

ADVANCE payments must be cleared before *any* payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
2. A statement in the letter that the majority of ADVANCED funds has been cleared.
3. A payment schedule with month by month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

Acquisition Advance

Payment Type	When to Request	Documents to Send
ADVANCES up to 100% of the acquisition amount.	After the contract is encumbered and escrow is open	See following instructions 1. Escrow letter 2. Title report cover page 3. Payment request form

The following items are required to request an ADVANCE payment into escrow:

1. A letter on the GRANTEE's letterhead, addressing all of the following elements, and signed by the GRANTEE's AUTHORIZED REPRESENTATIVE:
 - a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
 - b) Copy of the property appraisal and written concurrence (page 3).
 - c) GRANT CONTRACT number and amount of GRANT funds requested.
 - d) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the SCOPE and fulfillment of the CONTRACT provisions."
 - e) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.
3. Payment Request Form: the "Send Warrant To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person (see page 21).

After approval by OGALS, the payment will be mailed by the State Controller's Office to the designated escrow company within approximately 30 working days.

Returning Unexpended Advanced Funds for Acquisition

If all or a portion of GRANT funds ADVANCED to the title or escrow company are not expended, the unused portion of the ADVANCED funds must be returned to OGALS within 60 days after completion of the acquisition(s), within 60 days of the acquisition withdrawal, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, *whichever is earlier*. A grantee may also submit a Grant Expenditure Form (see page 22) documenting expenditures of eligible costs.

Competitive Grant Program Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract Competitive Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2049

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER		FUND	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT		CHAPTER	STATUTE
T.B.A. NO.	B.R. NO.	INDEX	Funding Source	FISCAL YEAR	
			OBJ. EXPEND		
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and [grantee name] (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as “COMPETITIVE GRANT PROGRAM GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “GUIDES” means (1) the document identified as the “Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital Improvement Projects” and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Procedural Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDES. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the grant performance period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The grant performance period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual agreement is not required.

3. Failure by the GRANTEE to comply with the terms of the (a) GUIDES, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of

legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this CONTRACT or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
2. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
3. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
4. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

5. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project CONTRACT or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

Accounting and Audits

Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

State Audit

Grants are subject to audit by DPR (see page **Error! Bookmark not defined.**, Audit Checklist). All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by DPR.
- An employee having knowledge of the PROJECT and its records to assist the DPR auditor.

Record Keeping Recommendation

GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.

Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The GRANTEE must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of GRANT funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

CONTRACTS

- ☐ Summary list of bidders (including individual bid packages)
- ☐ Recommendation by reviewer of bids
- ☐ Award by governing body (minutes of the meeting/resolution)
- ☐ Construction contract agreement
- ☐ Contract bonds (bid, performance, payment)
- ☐ Contract change orders
- ☐ Contractor's progress billings
- ☐ Payments to contractor (cancelled checks/ warrants, bank statements, EFT receipts**)
- ☐ Stop Notices (filed by sub-contractors and release if applicable)
- ☐ Liquidated damages (claimed against the contractor)
- ☐ Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- ☐ Authorization/work order identifying project
- ☐ Daily time sheets signed by employee and supervisor
- ☐ Hourly rate (salary schedules/payroll register)
- ☐ Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- ☐ Authorization/work order
- ☐ Daily time records identifying the project site
- ☐ Hourly rate related backup documents

MINOR CONTRACTS/ MATERIALS/ SERVICES/EQUIPMENT RENTALS

- ☐ Purchase orders/Contracts/Service Agreements
- ☐ Invoices
- ☐ Payments (cancelled checks/ warrants, bank statements and EFT receipts **)

ACQUISITION

- ☐ Appraisal Report
 - ☐ Did the owner accompany the appraiser?
 - ☐ 10-year history

- ☐ Statement of just compensation (signed by seller)
- ☐ Statement of difference (if purchased above appraisal)
- ☐ Waiver of just compensation (if purchased below appraisal: signed by seller)
- ☐ Final Escrow Closing Statement
- ☐ Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- ☐ GRANT deed (vested to the participant) or final order of condemnation
- ☐ Title insurance policy (issued to participant)
- ☐ Relocation documents
- ☐ Income (rental, grazing, sale of improvements, etc.)

INTEREST

- ☐ Schedule of interest earned on State funds advanced (Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.)

AGREEMENT/CONTRACTS

- ☐ Leases, agreements, etc., pertaining to developed/acquired property
- ☐ Proof of insurance pertaining to developed/acquired property

** Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.*

*** Front and back if copied.*

Definitions

Capitalized words and terms used in this guide are defined below.

ADVANCE – payment made to the GRANTEE for work that will occur in the future or work that has already occurred during the GRANT PERFORMANCE PERIOD and has not been paid for by the GRANTEE.

AUTHORIZED REPRESENTATIVE – the GRANTEE’s designated position authorized in the Resolution to sign all required GRANT documents.

CEQA – the California Environmental Quality Act established policies and procedures requiring GRANTEES to identify, disclose to decision makers and the public, and attempt to lessen, significant impacts to environmental and historical resources that may occur as a result of the GRANTEE’s proposed PROJECT. (Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.)

CONSTRUCTION COSTS – costs incurred starting with the date when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

CONTRACT PERFORMANCE PERIOD – the amount of time stated on the contract agreement, specifying the performance of the contractual grant obligations between the GRANTEE and DPR.

DEVELOPMENT – construction, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

GRANT – funds made available to a GRANTEE for completion of the PROJECT during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a fully executed contract with DPR.

GRANT PERFORMANCE PERIOD – period of time that ELIGIBLE COSTS may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed contract.

IN-HOUSE EMPLOYEE SERVICES –GRANTEE’s employees working on the PROJECT SCOPE.

OGALS – DPR’s Office of Grants and Local Services.

PRE-CONSTRUCTION COSTS – costs incurred within the GRANT PERFORMANCE PERIOD for the planning, design, and permit phase of the PROJECT before construction can begin.

PROJECT – the SCOPE as described in the competitive application to be completed with GRANT funds and committed funds, if identified on Funding Sources Form (page 6).

PROJECT COMPLETION – when the SCOPE is complete and the facilities are open and useable by the public.

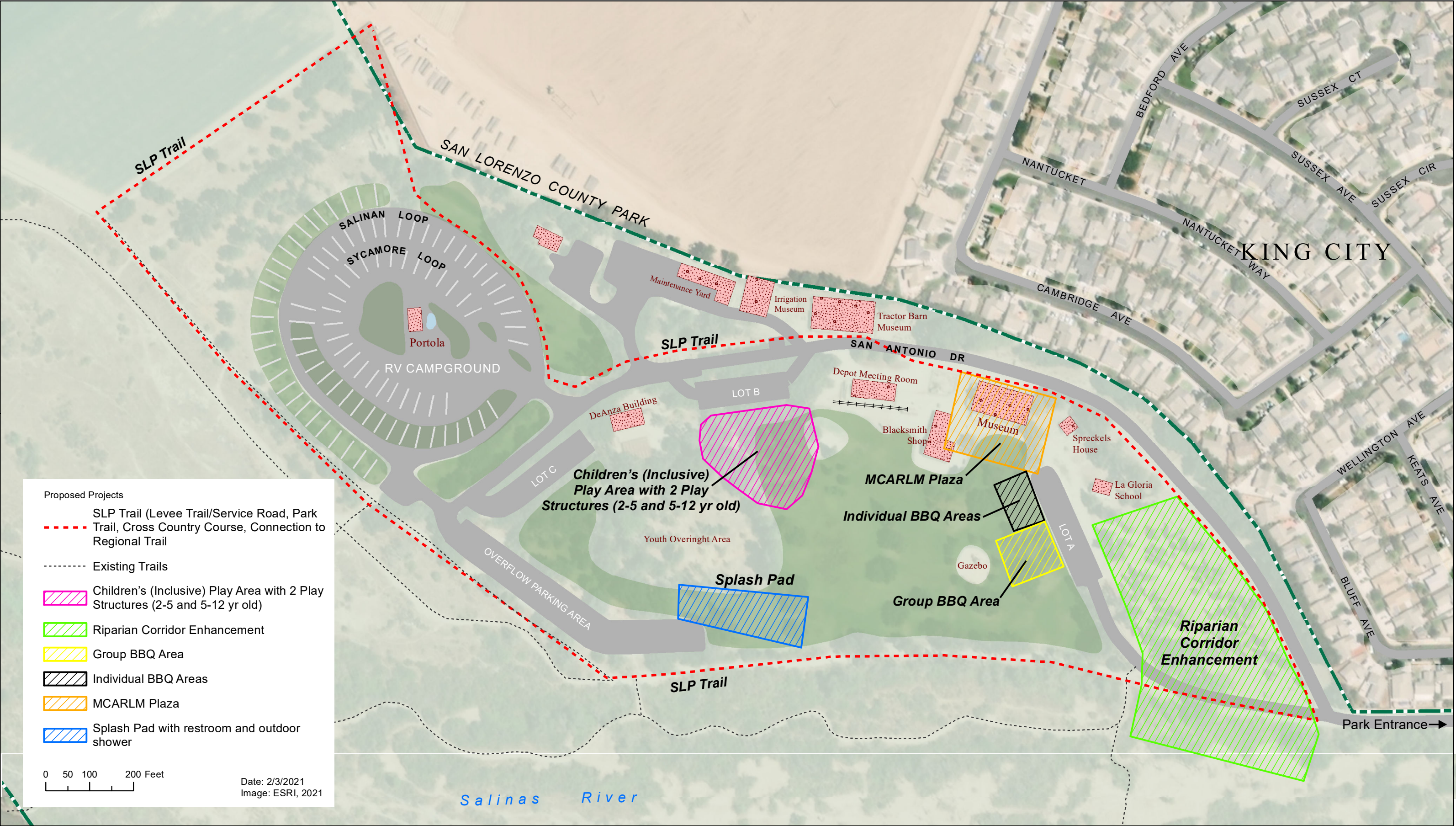
PROJECT COMPLETION PACKET – The documents listed on page 23 that are required in order to request final payment following PROJECT COMPLETION.

PROJECT OFFICER – an OGALS employee, who acts as a liaison with GRANTEES and administers GRANT funds, facilitates compliance with the Administration Guide and the GRANT contract.

SCOPE – the recreation features and major support amenities, as described in the competitive application that must be completed prior to final GRANT payment.

ATTACHMENT C

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San Lorenzo County Park - Conceptual Plan

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ATTACHMENT D

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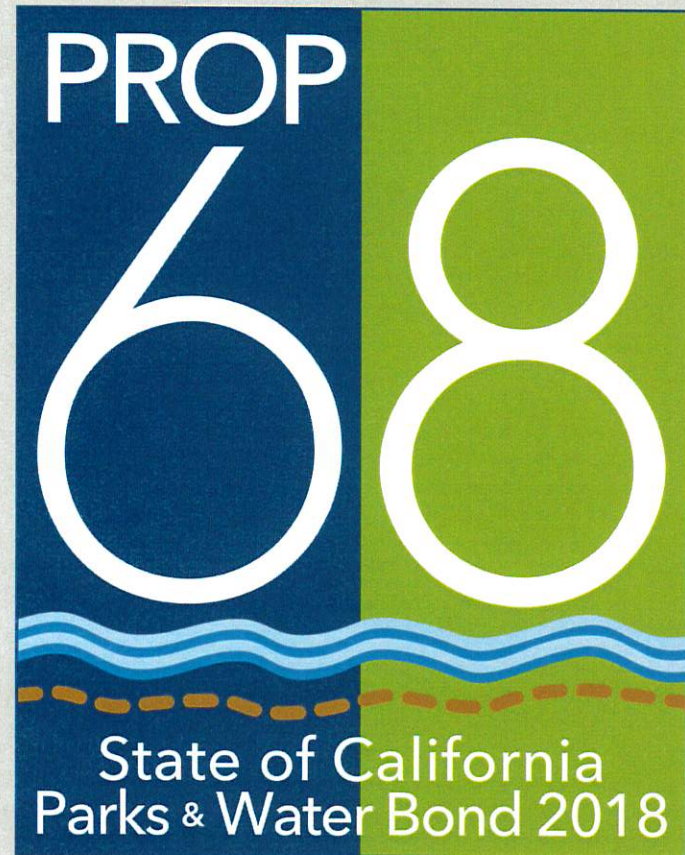


King City, California

San Lorenzo County Park Project

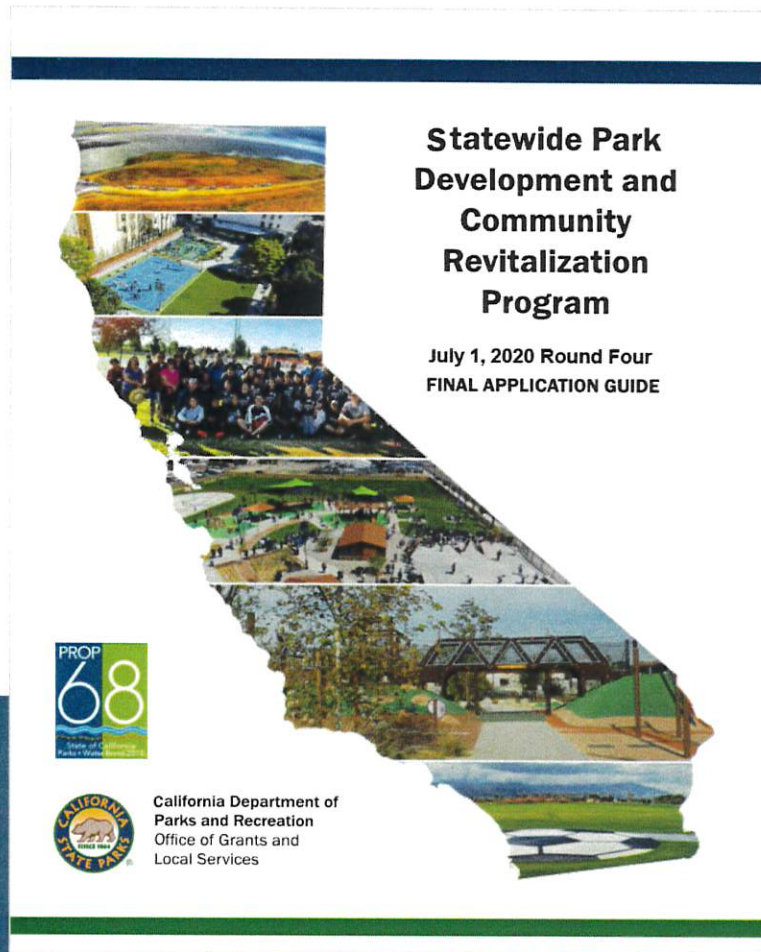
Proposition 68 Grant Funds

Statewide Park Development and
Community Revitalization Program (SPP)



San Lorenzo County Park Proposed Project

Office of Grants and Local Services (OGALS)
Statewide Park Development and
Community Revitalization Program (SPP)
Application



SPP Grant Timeline

- Grant Application Deadline
March 12, 2021
- SPP Award Notification –
late Summer 2021
- Project Completion
March 31, 2025



San Lorenzo County Park



Splash Pad

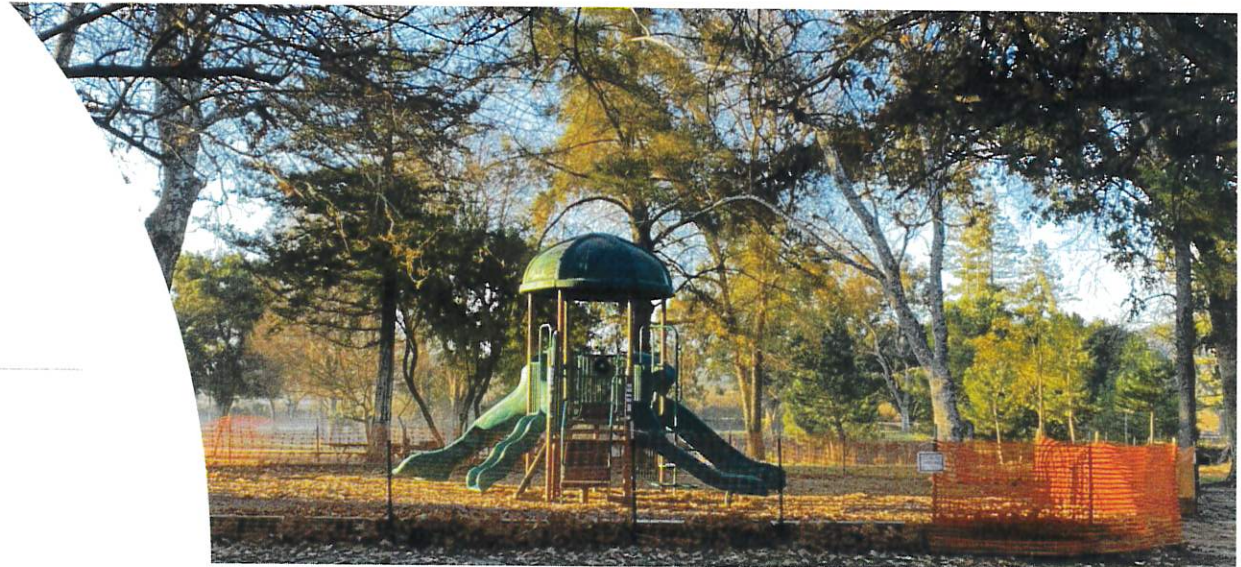
- Cool down on hot days
- Socialize and mingle with other kids
- Stimulate the body and mind through physical activity
- Have fun



Splash pads in the area

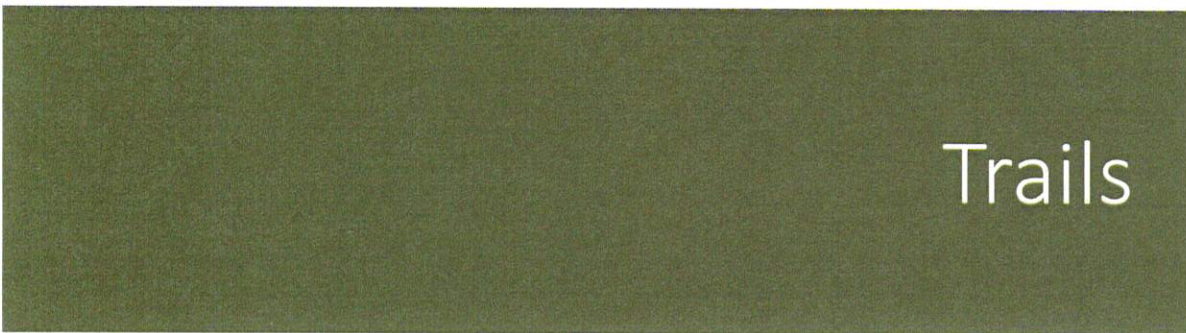
Playgrounds

- Combine existing two playgrounds into one inclusive play area (Ages 2-5, 5-12 & ADA)
- Update aging equipment
- Relocate to one area



Play Structure Ideas

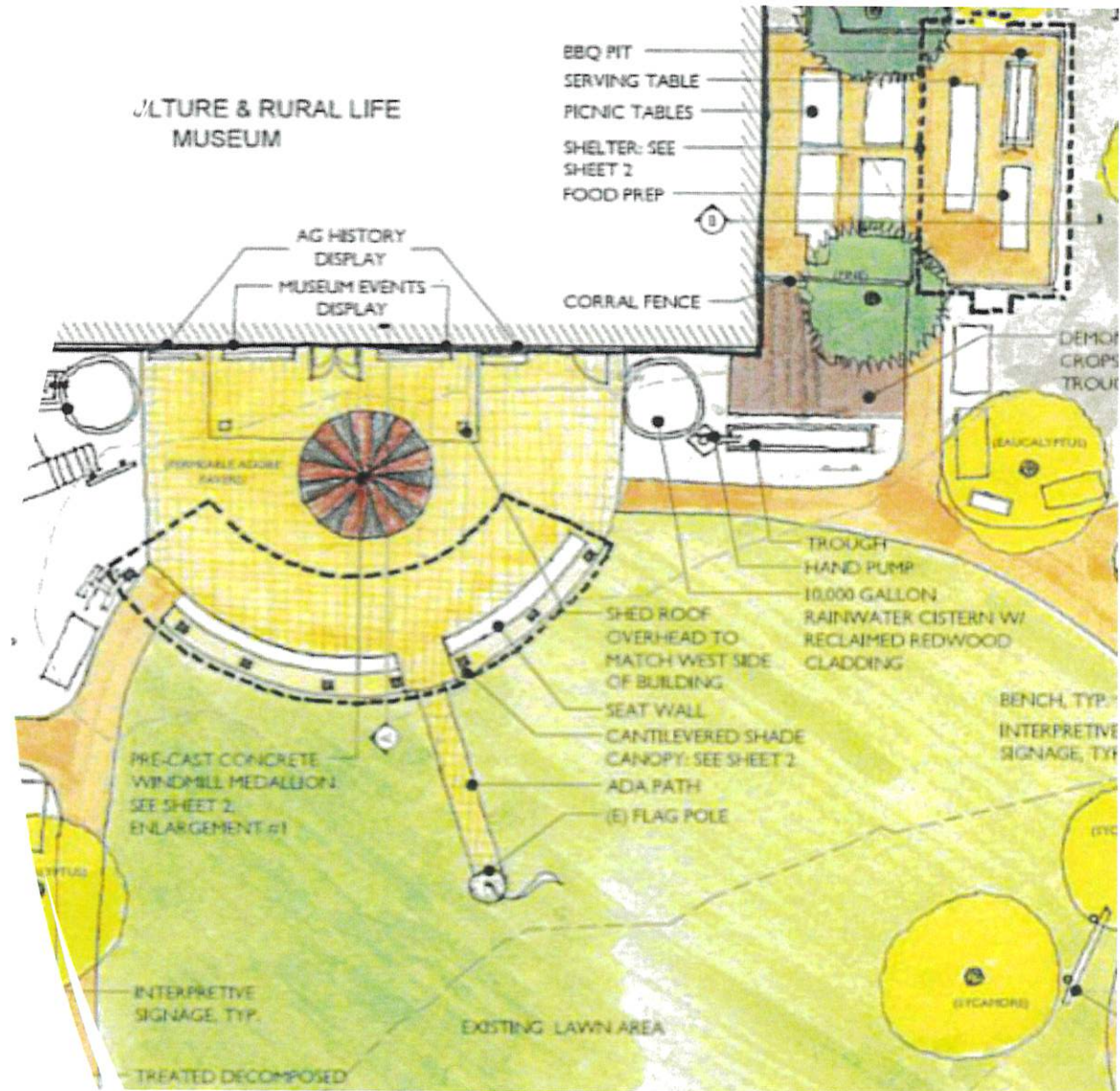




- Develop trails for multiuse
- Community members would like Cross-country Trails/Walking Trails
- Include mile marker signage and interpretive signs describing plant, wildlife, and park features

Plaza/Outdoor Classroom

- Outdoor Classroom for Tours/Presentations/Plays
- Windmill Medallion Area
- Barn-style Shade Structure



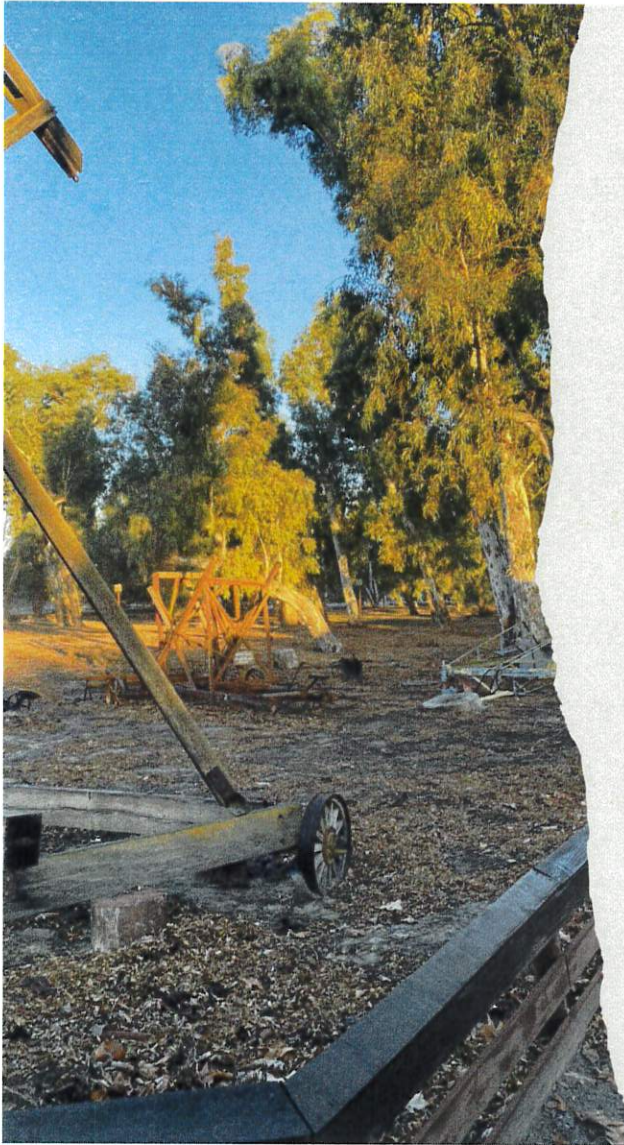
BBQ Site Improvements

- Shade Structures
- New BBQ pits
- New large group BBQ area for 100-125 people



Riparian Corridor Enhancement

- Remove some existing eucalyptus trees. Replace with other tree species and native vegetation
- Stormwater management
- Add pathway with picnic benches



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Attachment E

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

Resolution No. 21-_____

RESOLUTION OF THE BOARD OF SUPERVISORS
IN AND FOR THE COUNTY OF MONTEREY
APPROVING THE APPLICATION FOR THE
STATEWIDE PARK DEVELOPMENT AND
COMMUNITY REVITALIZATION PROGRAM
GRANT FUNDS

1. Certify that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the Project; and)
2. Certify that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project; and)
3. Certify that Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and)
4. Delegate the authority to the Director of Public Works, Facilities, & Parks or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and)
5. Agree to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.)
6. Will consider promoting inclusion per Public Resource Code (PRC §80001(b)(8 A-G))

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Monterey hereby APPROVES THE FILING OF AN APPLICATION FOR THE SAN LORENZO COUNTY PARK PROJECT, AND

1. Certifies that said Applicant has or will have available, prior to the commencement of any work on the Project included in this application, the sufficient funds to complete the Project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project; and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the Director of Public Works, Facilities, & Parks or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.
6. Will consider promoting inclusion per Public Resource Code §80001(b) (8 A-G)

APPROVED AND ADOPTED the 23rd day of February 2021.

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the Board of Supervisors by the County of Monterey following a roll call vote:

AYES: Supervisors

NOES:

ABSENT:

_____ (Clerk)



Monterey County

Item No.27

Board Report

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

Legistar File Number: ORD 21-001

February 23, 2021

Introduced: 2/12/2021

Current Status: RMA Public Works -
Consent

Version: 1

Matter Type: Ordinance

- a. Introduce, waive the reading, and set March 9, 2021 as the date to consider the adoption of an ordinance amending Chapter 12.44 of the Monterey County Code to rescind Article VII and Article VIII, and add an amended Article VII to the Monterey County Code to make the California Vehicle Code applicable to all private roads generally held open for public use in the East Garrison Subdivision, Phases One, Two, and Three, in the East Garrison area of the unincorporated County.
- b. Find that the adoption of the ordinance is categorically exempt per Section 15301(c) of the CEQA Guidelines.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Introduce, waive the reading, and set March 9, 2021 as the date to consider the adoption of an ordinance amending Chapter 12.44 of the Monterey County Code to rescind Article VII and Article VIII, and add an amended Article VII to the Monterey County Code to make the California Vehicle Code applicable to all private roads generally held open for public use in the East Garrison Subdivision, Phases One, Two, and Three, in the East Garrison area of the unincorporated County; and
- b. Find that the adoption of the ordinance is categorically exempt per Section 15301(c) of the CEQA Guidelines.

SUMMARY/DISCUSSION:

The purpose of this ordinance is to make the California Vehicle Code applicable to all private roads generally held open for use by the public in the East Garrison Subdivision in the East Garrison area of the former Fort Ord, consistent with Condition of Approval Number 239 for the subdivision project.

The ordinance makes the California Vehicle Code applicable to Phase Three Subdivision, created by the East Garrison Phase Three final map, filed on December 26, 2017 in Volume 24 of Cities and Towns, at Page 54, Records of Monterey County.

The Board previously enacted Article VII and Article VIII of Chapter 12.44 for East Garrison Phase One and Phase Two, respectively, and made the California Vehicle Code applicable to all private roads in said phases of the East Garrison subdivision. This proposed ordinance would rescind the current Article VII and Article VIII and replace them with an amended Article VII to consolidate Phases One, Two, and Three into a consistent set of regulations in a single article.

This proposed ordinance would apply to privately owned and maintained roads that are generally held open for use by the public for vehicular travel in the East Garrison Subdivision. The roads are described and identified in Sections 12.22.401 and 12.22.402 of the attached proposed ordinance. This ordinance promotes the public health, safety and welfare of the community by making the privately owned and maintained roads described in this ordinance subject to public traffic regulations.

CEQA

The adoption of the ordinance is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA Guidelines because the action involves negligible alteration of use of existing highways and streets.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel has approved the ordinance as to form.

FINANCING:

There is no financial impact to the General Fund. All costs associated with installation and maintenance of traffic control devices are borne by the East Garrison Community Services District.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended action supports the Board of Supervisors' Strategic Initiative for Infrastructure and Public Safety, meeting our Facilities, Water, Technology and Transportation needs. The ordinance will allow for the installation of certain speed limits and traffic signage and striping that will improve the quality of life for County residents.

<u>X</u>	Economic Development
—	Administration
—	Health & Human Services
<u>X</u>	Infrastructure
<u>X</u>	Public Safety

Prepared by: Chad Alinio, Senior Civil Engineer

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments: Attachment A - Ordinance

Attachment B - Location Map

(Attachments on file with the Clerk of the Board)



Monterey County

Item No.

Board Report

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

Legistar File Number: ORD 21-001

February 23, 2021

Introduced: 2/12/2021

Current Status: Agenda Ready

Version: 1

Matter Type: Ordinance

- a. Introduce, waive the reading, and set March 9, 2021 as the date to consider the adoption of an ordinance amending Chapter 12.44 of the Monterey County Code to rescind Article VII and Article VIII, and add an amended Article VII to the Monterey County Code to make the California Vehicle Code applicable to all private roads generally held open for public use in the East Garrison Subdivision, Phases One, Two, and Three, in the East Garrison area of the unincorporated County.
- b. Find that the adoption of the ordinance is categorically exempt per Section 15301(c) of the CEQA Guidelines.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Introduce, waive the reading, and set March 9, 2021 as the date to consider the adoption of an ordinance amending Chapter 12.44 of the Monterey County Code to rescind Article VII and Article VIII, and add an amended Article VII to the Monterey County Code to make the California Vehicle Code applicable to all private roads generally held open for public use in the East Garrison Subdivision, Phases One, Two, and Three, in the East Garrison area of the unincorporated County; and
- b. Find that the adoption of the ordinance is categorically exempt per Section 15301(c) of the CEQA Guidelines.

SUMMARY/DISCUSSION:

The purpose of this ordinance is to make the California Vehicle Code applicable to all private roads generally held open for use by the public in the East Garrison Subdivision in the East Garrison area of the former Fort Ord, consistent with Condition of Approval Number 239 for the subdivision project.

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The Board previously enacted Article VII and Article VIII of Chapter 12.44 for East Garrison Phase One and Phase Two, respectively, and made the California Vehicle Code applicable to all private roads in said phases of the East Garrison subdivision. This proposed ordinance would rescind the current Article VII and Article VIII and replace them with an amended Article VII to consolidate Phases One, Two, and Three into a consistent set of regulations in a single article.

Legistar File Number: ORD 21-001

This proposed ordinance would apply to privately owned and maintained roads that are generally held open for use by the public for vehicular travel in the East Garrison Subdivision. The roads are described and identified in Sections 12.22.401 and 12.22.402 of the attached proposed ordinance. This ordinance promotes the public health, safety and welfare of the community by making the privately owned and maintained roads described in this ordinance subject to public traffic regulations.

CEQA

The adoption of the ordinance is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA Guidelines because the action involves negligible alteration of use of existing highways and streets.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel has approved the ordinance as to form.

FINANCING:

There is no financial impact to the General Fund. All costs associated with installation and maintenance of traffic control devices are borne by the East Garrison Community Services District.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended action supports the Board of Supervisors' Strategic Initiative for Infrastructure and Public Safety, meeting our Facilities, Water, Technology and Transportation needs. The ordinance will allow for the installation of certain speed limits and traffic signage and striping that will improve the quality of life for County residents.

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

Prepared by: Chad Alinio, Senior Civil Engineer

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

DocuSigned by:

C09779208FE94F3...

Attachments: Attachment A - Ordinance
Attachment B - Location Map
(Attachments on file with the Clerk of the Board)

ORDINANCE NO. ____

**AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA,
AMENDING CHAPTER 12.44 OF THE MONTEREY COUNTY CODE RELATING TO
THE APPLICATION OF THE VEHICLE CODE OF THE STATE OF CALIFORNIA TO
PRIVATE ROADS GENERALLY HELD OPEN FOR USE BY THE PUBLIC FOR
VEHICULAR TRAVEL IN THE EAST GARRISON SUBDIVISION.**

County Counsel Summary

This ordinance amends Chapter 12.44 of the Monterey County Code to make the California Vehicle Code applicable to all private roads generally held open for use by the public for vehicular travel in the East Garrison subdivision (Phase One, Two, and Three) located in the East Garrison area of the unincorporated area of the County of Monterey.

The Board of Supervisors of the County of Monterey ordains as follows:

SECTION 1. PURPOSE AND FINDINGS.

A. Pursuant to Article XI, section 7 of the California Constitution, the County of Monterey may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its residents.

B. California Vehicle Code Section 21107.5 authorizes the County of Monterey to enact an ordinance to apply the provisions of the California Vehicle Code to privately owned and maintained roads, upon finding and declaring that the privately owned and maintained roads are generally held open for use by the public for vehicular travel and so connect with highways that the public cannot determine that the roads are not highways.

C. The Board of Supervisors hereby finds and declares that the privately owned and maintained roads described in this ordinance and shown on the East Garrison Phase One, Two, and Three Final Maps (filed for record in the Office of the Recorder of the County of Monterey respectively as follows: Phase One final map filed 28 June, 2007 at Volume 24, Cities and Towns, at page 7; Phase Two final map filed 19 March, 2015 at Volume 24, Cities and Towns, at page 41; and Phase Three final map filed 26 December 2017 at Volume 24, Cities and Towns, at page 54) are generally held open for use by the public for vehicular travel and so connect with highways that the public cannot determine that the roads are not highways.

D. This ordinance promotes the public health, safety and welfare by making the privately owned and maintained roads described in this ordinance subject to public traffic regulations.

E. The Board of Supervisors previously enacted traffic regulations for Phases One and Two of the East Garrison subdivision, codified at Article VII and Article VIII of Chapter 12.44 of Title 12 of the County Code. In order to consolidate and apply a consistent set of

regulations for all three phases of the East Garrison subdivision, this ordinance is intended to replace Articles VII and VIII with a single article applicable to all phases of the East Garrison subdivision.

SECTION 2. Article VII, comprised of section 12.44.400 through section 12.44.405, of Chapter 12.44 of the Monterey County Code is amended to read as follows:

ARTICLE VII. EAST GARRISON AREA

12.44.400 PURPOSE

This article is enacted for the purpose of adopting the provisions of the Vehicle Code of the State of California in the manner provided in Section 21107.5 of the California Vehicle Code for the control of vehicular traffic in the East Garrison subdivision. The “East Garrison subdivision” means that subdivision created by the East Garrison Phases One, Two, and Three Final Maps, filed for record respectively as follows: Phase One, filed on 28 June, 2007 at Volume 24, Cities and Towns, at page 7.; Phase Two, filed on 19 March, 2015 at Volume 24, Cities and Towns, at page 41; and Phase Three, filed on 26 December 2017 at Volume 24, Cities and Towns, at page 54.

12.44.401 APPLICATION OF VEHICLE CODE

The roads described in section 12.44.402 are privately owned and maintained roads that are generally held open for use by the public for vehicular travel and which so connect with highways that the public cannot determine that the roads are not highways.

12.44.402 ROADS AFFECTED

The following roads, all of which are located within the East Garrison subdivision (Phases One, Two, and Three), are affected by this article, and the provisions of the California Vehicle Code shall apply to such roads:

1. Alexander Lane
2. Banks Street
3. Breckinridge Avenue
4. Burnside Road
5. Caldwell Street
6. Chamberlain Avenue
7. Chapel Hill Road
8. Coliseum Lane
9. Early Lane
10. East Garrison Drive
11. Falling Water Lane
12. Kearny Street
13. Kilpatrick Lane
14. Kit Carson Drive
15. Lee Avenue
16. Logan Street
17. Mahone Street

18. McClellan Circle
19. McDowell Street
20. Meade Way
21. Morgan Street
22. Ord Avenue
23. Pickett Lane
24. Pope Lane
25. Porter Street
26. Reynolds Street
27. Schofield Lane
28. Sedgwick Lane
29. Sheridan Street
30. Sherman Boulevard
31. Sloat Street
32. Steedman Street
33. Stonehenge Lane
34. Thomas Lane
35. Warren Avenue
36. Wilcox Street

12.44.403 SIGNS AND MARKINGS

- A. The roads described in section 12.44.402 are private roads that are generally held open for use by the public for vehicular travel and are subject to the provisions of the California Vehicle Code.
- B. All traffic regulatory and warning signs and markings shall conform to the design and siting standards depicted in the most current edition of the *California Manual on Uniform Traffic Control Devices* published by the State of California Department of Transportation in accordance with Section 21400 of the California Vehicle Code.

12.44.404 TRAFFIC ENFORCEMENT

The California Vehicle Code may be enforced on the roads affected by this article within the East Garrison subdivision by the County of Monterey Sheriff's Department and the California Highway Patrol. Enforcement shall be carried out per the current California Vehicle Code as it may be amended from time to time.

12.44.405 PENALTY FOR VIOLATION

Every person who violates any of the provisions of the California Vehicle Code shall be guilty of an infraction or a misdemeanor based on applicable California Vehicle Code provisions, and upon conviction thereof shall be punished in the manner specified in Section 42000 et seq. of the California Vehicle Code.

SECTION 3. Article VIII, comprised of section 12.44.500 through section 12.44.505, of Chapter 12.44 of the Monterey County Code is repealed.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 5. This ordinance shall become effective on the thirty-first day following its adoption.

PASSED AND ADOPTED this ____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

Wendy Root Askew, Chair,
Monterey County Board of Supervisors

A T T E S T :

VALERIE RALPH
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

/s/ Wendy S. Strimling

WENDY S. STRIMLING
Assistant County Counsel

Attachment B - Location Map

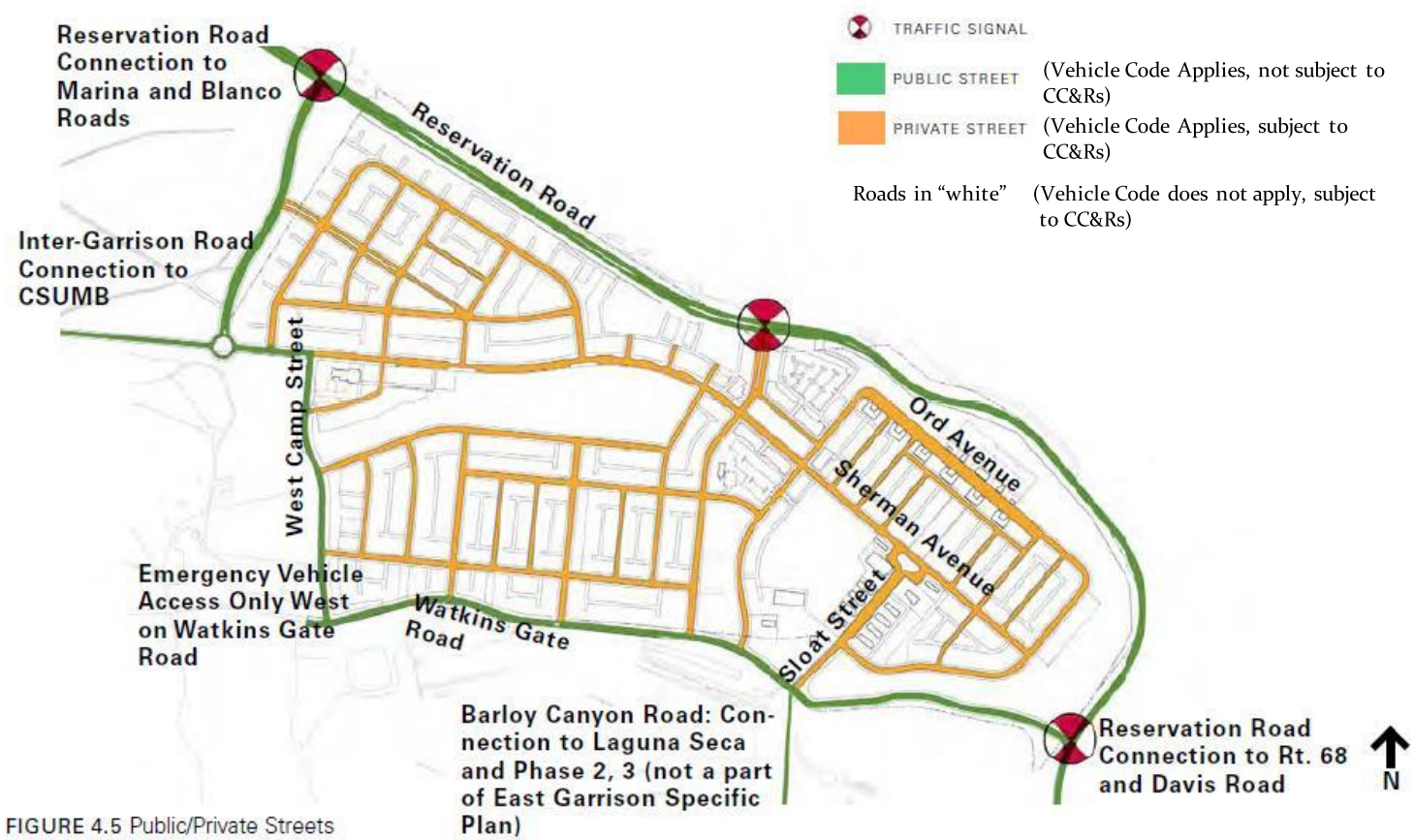


FIGURE 4.5 Public/Private Streets



Monterey County

Item No.28

Board Report

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

Legistar File Number: 21-168

February 23, 2021

Introduced: 2/19/2021

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Added to Other Board Matters

12.1 Consider approval of a recommendation from the Legislative Committee to authorize a letter of support for the U.S. Citizenship Act of 2021.

Added to Appointments

10.1 Reappoint George Hines to the Monterey Regional Fire Protection District, with a term ending date of March 1, 2025. (Supervisor Adams)

10.2 Reappoint Rich Speciale to the Monterey Regional Fire Protection District, with a term ending date of March 1, 2025. (Supervisor Adams)

Added to Adjournment

Adjourn in memory of Clem Albertoni, David Banuelos and Gaston Georis