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



Meeting Agenda - Final-Revised

Tuesday, September 14, 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 https://monterey.legistar.com/Calendar.aspx, 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 two 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. 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; however, additional seating with audio of the Board meeting will be available in the Monterey Room on the 2nd floor of the County Government Center is needed for overflow.

Aviso importante sobre COVID 19

Según la orientación 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 permanezcan abiertas, se le recomienda encarecidamente que observe la transmisión en vivo de las reuniones de la Junta de Supervisores en https://monterey.legistar.com/Calendar.aspx, 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, se le pedirá que mantenga un distanciamiento social apropiado, es decir, mantenga 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 comentarios del público en general, o comentar sobre un tema específico de la agenda, puede hacerlo de dos maneras:

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, por favor indique en la Línea de Asunto, el cuerpo de la reunión (es decir, la Agenda de la Junta de Supervisores) y el número del ítem (es decir, el Ítem No. 10). Su comentario se colocará en el registro en la reunión de la Junta.

B. puede 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 los siguientes números:

- +1669900 6833 EE. UU. (San José)
- + 1346248 7799 EE. UU. (Houston)
- +1312626 6799 EE. UU. (Chicago)
- +1929205 6099 EE. UU. (Nueva York)

- +1 253215 8782 EE. UU.
- +1 301 715 8592 EE. UU.

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

Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se le une el 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; sin embargo, se necesitarán asientos adicionales con audio de la reunión de la Junta en el Salón Monterey en el segundo piso del Centro de Gobierno del Condado para el desbordamiento.

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

Closed Session

- 1. Closed Session under Government Code section 54950, relating to the following items:
 - a. Pursuant to Government Code section 54957(a), the Board will confer with County Counsel regarding matters posing a threat to the security of public buildings, essential public services, or the public's right of access to public services or facilities.
 - b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
 - (1) Designated representatives: Irma Ramirez-Bough and Kim Moore Employee Organization(s): All Units
 - c. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of potential initiation of litigation.
 - d. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding claim against the County of Monterey.
 - (1) Michael Chassion
 - e. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
 - (1) Sandra Martinez (Worker's Compensation Appeals Board case no. ADJ10747099)
 - (2) Sandra Martinez (Worker's Compensation Appeals Board case no. ADJ12269996)

- (3) Sandra Martinez (Worker's Compensation Appeals Board case no. ADJ12365857)
- (4) County of Monterey dba Natividad Medical Center v. Kaiser Foundation Health Plan, Inc., et al. (Monterey County Superior Court case no. 19CV001823)
- (5) Williams, et al. v. County of Monterey, et al. (United States District Court case no. 19CV01811)
- f. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding two matters of significant exposure to litigation.
- g. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the:
- (1) County Administrative Officer;
- (2) County Counsel;
- (3) Civil Rights Officer;
- (4) Interim Natividad Medical Center Chief Executive Officer;
- (5) Water Resources Agency General Manager; and
- (6) Public Defender.

Public Comments

The Board Recesses for Closed Session Agenda Items

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

Roll Call

Pledge of Allegiance

Additions and Corrections by Clerk

Ceremonial Resolutions

2. Adopt a resolution honoring Todd Dale upon his retirement from the County of Monterey after seventeen years of dedicated Public Service. (Full Board - Supervisor Askew)

Attachments: Ceremonial Resolution - Todd Dale

3.

Adopt a resolution proclaiming September as National Suicide Prevention Month. (Full Board - Supervisor Askew)

<u>Attachments:</u> Ceremonial Resolution - Suicide Prevention Month

4. Adopt a resolution commending Deputy Andre L. Roberts upon his retirement from

Meeting	Agenda	- Final-	Revised
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	30 years of public service with the Monterey County Sheriff's Office. (Full Board - Supervisor Askew)
	Attachments: Ceremonial Resolution - Andre Roberts
5.	Adopt a resolution honoring Pacific Grove Public Library upon the September 18, 2021, Celebration of the Rededication of the Renewed Library for the Community. (Full Board - Supervisor Adams)
	Attachments: Ceremonial Resolution - Pacific Grove Public Library
6.	Adopt a resolution recognizing Adele Fresé upon her retirement after a lifetime in public service and serving as the Chief of Police for the City Salinas, California. (Full Board - Supervisor Alejo)
	<u>Attachments:</u> Ceremonial Resolution - Adele Fresé
7.	Adopt a resolution in appreciation of Andre Mosqueda for winning a Gold Medal in boxing at the National Junior Olympics and Summer Festival in Lubbock Texas
	Attachments: Ceremonial Resolution - Andre Mosqueda
8.	Adopt a resolution proclaiming September 15 to October 15, 2021, as Hispanic Heritage Month in Monterey County. (Full Board - Supervisor Askew)
	Attachments: Ceremonial Resolution - Hispanic Heritage Month
9.	Adopt a resolution Declaring "COVID-19 Health Misinformation a Public Health Crisis" in Monterey County. (Full Board - Supervisor Alejo)
	<u>Attachments:</u> Ceremonial Resolution - COVID-19 Health Misinformation a Public Health Crisis
Appointments	
10.	Reappoint Glen Alder to the Assessment Appeals Board, with a term ending date of September 2, 2024. (Supervisor Alejo)
	Attachments: Notification to Clerk of Appt- Glen Alder
11.	Appoint Jessica Cordiero-Martinez to the Consolidated Oversight Board Committee, with a term ending date Pleasure of the Board. (Full Board)
	Matification to Olado Cardina Matina

Approval of Consent Calendar – (See Supplemental Sheet)

Attachments:

Resume

General Public Comments

12. General Public Comments

Notification to Clerk- Cordiero Martinez

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

10:30 A.M. - Scheduled Matters

13. Receive a presentation from the Probation Department on the Juvenile Justice

Realignment of 2020 - SB 823 and SB 92

Attachments: Board Report

SB 823 Juvenile Justice Realigment Plan FY 21-22 MONTEREY 042821 Final

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

1:30 P.M. - Scheduled Matters

14.

- a. Receive a progress report on potential revisions to the County's Inclusionary Housing Ordinance (Chapter 18.40 of the Monterey County Code);
- b. Provide direction regarding existing affordable housing policies in the 2010 General Plan;
- c. Provide input and suggestions regarding the level of stakeholder involvement on potential revisions to County affordable housing policies and regulations; and
- d. Provide direction on the potential Jobs-Housing Nexus Analysis.

Attachments: Board Report

Attachment 1- Agreement A-14097 with LeSar Development Consultants

Attachment 2 - Amendment 1 to Agreement A-14097
Attachment 3 - Amendment 2 to Agreement A-14097

Attachment 4 - Engagement Guide

Attachment 5 - Annual Housing Progress Table

15.

- a. Adopt a Resolution to approve submittal of Proposition 68 grant funding applications under the California Department of Parks and Recreation Rural Recreation and Tourism Program (RRT); and
- b. Adopt a Resolution to approve submittal of grant funding applications under the California Department of Parks and Recreation Regional Park Program (RPP).

Attachments: Board Report

Attachment A-Proposed Projects RRT Grant Program

Attachment B-Proposed Projects RPP Grant Program

Attachment C-08-5-2021 Parks Commission Presentation

Attachment D-Draft Resolution RRT Program
Attachment E-Draft Resolution RPP Program

PowerPoint Presentation Item No. 15

16.1 Consider introducing and setting for adoption on September 21, 2021 an ordinance

requiring the use of face coverings indoors by all persons over the age of two (2)

regardless of vaccination status, with limited exceptions. (ADDED VIA

SUPPLEMENTAL)

<u>Attachments:</u> Attachment A - Discussions

Attachment B - Ordinance

Other Board Matters

16. County Administrative Officer Comments and Referrals

Attachments: Board Referral Matrix 9-14-21

Board Referral No. 2021.16

17. Board Comments

Read Out from Closed Session by County Counsel

Adjournment

Supplemental Sheet, Consent Calendar

Natividad Medical Center

18.

Approve and authorize payment to First Alarm Security and Patrol (an Allied Universal Company) for outstanding invoices from Fiscal Year 2020-21 totaling \$404,191 for unarmed security guard and patrol services pursuant to Request for Proposal (RFP) #10514 for Security Guard Services under the County-wide agreement which had a term of June 9, 2015 through June 30, 2021.

Attachments: Board Report

COUNTY Agreement First Alarm Security Guards.

COUNTY Amendment 1 First Alarm Security Guards

COUNTY Amendment 2 First Alarm Security Guards

COUNTY Amendment 3 First Alarm Security Guards

COUNTY Amendment 4 First Alarm Security Guards

COUNTY Amendment 5 First Alarm Security Guards

19.

a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal & amendment No. 3 to the agreement (A-13517) with Healthcare Coding and Consulting Services, LLC for US-based remote medical record coding and consulting services, extending the agreement an additional one (1) year period (August 22, 2021 through August 21, 2022) for a revised full agreement term of August 22, 2016 through August 21, 2022, and adding \$450,000 for a revised total agreement amount not to exceed \$2,277,000.

Attachments: Board Report

Healthcare Coding and Consulting Services LLC Renewal Amendment 3

Healthcare Coding and Consulting Services LLC Amendment 2
Healthcare Coding and Consulting Services LLC Amendment 1
Healthcare Coding and Consulting Services LLC Agreement

20.

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 6 to the agreement (A-12753) with RBB Architects Inc. for architectural services for the Radiology Modernization Project at NMC pursuant to the Request for Qualifications (RFQ) # 9600-54, extending the agreement an additional four (4) month period (June 1, 2021 through October 1, 2021) for a revised full agreement term of September 23, 2014 through October 1, 2021.

Attachments: Board Report

RBB Architects Inc. Renewal and Amendment No. 6

RBB Architects Renewal Amendment No. 5

RBB Architects Amendment 4

RBB Architects Amendment 3

RBB Architects Amendment 2

RBB Architects Amendment 1

RBB Architects Agreement

21. Adopt a resolution to:

a. Amend the FY 2021-2022 Health Department Budget to delete 2.0 FTE Psychiatric Social Worker II positions as indicated in the Attachment A; and b. Amend the FY 2021-2022 Natividad Medical Center Budget to add 2.0 FTE Psychiatric Social Worker II positions as indicated in the Attachment A; and c. Direct the County Administrative Office and the Auditor-Controller to incorporate the position changes in the FY 2021-2022 Adopted Budget effective August 28, 2021, and the Human Resources Department to implement the changes in the Advantage HRM system.

Attachments: Board Report

Attachment A

Bd Res - Trf PSWs from HD to NMC

Health Department

22. Adopt an ordinance adding Chapter 2.46 to the Monterey County Code to establish

the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission and repealing Chapter 2.45 of the Monterey County Code to terminate

the Santa Cruz-Monterey-Merced Managed Medical Care Commission.

Attachments: Board Report

Draft Ordinance creating SCMMMMCC

a. Approve and Authorize the Director of Health, or Assistant Director of Health to execute an Agreement with Chic Events, Inc., DBA Chic Event Rentals (Chic) for

tent rentals and auxiliary rental equipment with an effective date retroactively from July

1, 2021 to June 30, 2022, and a contract amount not to exceed \$149,000; and

b. Authorize the Director of Health or Assistant Director of Health to sign up to three

(3) future amendments to this Agreement where the amendments do not exceed 10%

of the contract amount and do not significantly change the scope of work.

Attachments: Board Report

Agreement

24. a. Approve and authorize the Director of Health or Assistant Director of Health to sign

a non-standard Participant Agreement with Everyone's Harvest to participate in the Alisal Certified Farmers' Market 2021 from August 31, 2021 through October 12, 2021; and

- b. Approve the non-standard risk and liability provisions, as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to execute up to three (3) future Participant Agreements, extending the term by one (1) year each, subject to County Counsel approval, and provided the terms of the Agreement remain substantially the same.

Attachments: Board Report

Participant Application
Rules and Regulations
Vendor Liability Waiver

25.

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 1 to Mental Health Services Agreement A-15386 with The Epicenter for the provision of Prevention and Early Intervention Outreach and Engagement services, retroactive to September 1, 2021, and adding \$125,000 for FY 2021-2022 and \$150,000 for FY 2022-2023, for a new total Agreement amount not to exceed \$545,000 for the same full term of July 1, 2021 through June 30, 2024.

<u>Attachments:</u> Board Report

Amendment No 1

Agreement

Department of Social Services

26.

- a. Approve and authorize the Director of the Department of Social Services to sign a zero-cost agreement with the Coalition of Homeless Service Providers for the purpose of collaborating on a Monterey County Youth Rapid Rehousing Request for Proposals (RFP) to develop and implement a coordinated community approach to preventing and ending youth homelessness through rapid rehousing for the period of September 14, 2021 through June 30, 2025; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement as long as the amendments do not encompass payment or significantly change the scope of work.

Attachments: Board Report

CHSP HHAP Youth MOU

Criminal Justice

27. a. Approve and authorize the Contracts/Purchasing Officer or Contracts/ Purchasing

Supervisor to sign the Agreement with Orbis Partners, LLC in the amount not to exceed \$69,223, for software license, hosting, support, and training for Case-Works-YASI Software for the period from September 20, 2021 through September 19, 2024;

b. Accept non-standard contract provisions as recommended by the Chief Probation Officer; and

c Authorize the Contracts Purchasing Officer or Contracts Purchasing Supervisor to sign and execute the appropriate documents and verifications when required.

Attachments: Board Report

Agreement- Orbis Partners LLC - YASI Software FY2021-2024

General Government

28.

29.

Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Renewal & Amendment #4 for Advanced Computer Technology Solutions Inc dba Alliance Career Training Solutions (ACTS) retroactive to June 1, 2021 and extend the term date for one (1) additional year through May 31, 2022 to provide continuity of services identified in the original Agreement for Countywide Service Agreements (CSA's).

Attachments: Board Report

Amendment No4 ACTS

Board Order

Executed Agreement_ACTS

Executed Amendment1 ACTS

Executed Amendment2 ACTS

Executed Amendment3 ACTS

Adopt the Secured Roll Tax Rates calculated by the Office of the Auditor-Controller for Fiscal Year 2021-22.

Attachments: Board Report

FY2021-22 Secured Roll Debt Service Tax Rates

30. Adopt a Resolution to:

a. Amend the Office of the District Attorney - Criminal Budget Unit 2240-8063-Fund 001-Appropriation Unit DIS001 to reallocate one (1) Managing Deputy District Attorney to one (1) Assistant District Attorney as indicated in Attachment A; b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to abolish the classification of Managing Deputy District Attorney as indicated in Attachment A;

c. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2020-21 Adopted Budget and the Human

32.

33.

Resources Department to implement the changes in the Advantage HRM system.

Attachments: Board Report

Attachment A
Resolution

31. Adopt a Resolution to:

a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394
Appendix A and B to adjust the base wage salary ranges of SEIU Unit K
classifications Behavioral Health Group Counselor I and II, California Children's
Services Case Worker I, II and III, Clinical Psychologist, Employment & Training
Worker I, II, III, Military & Veterans Representative I, II and III, Psychiatric Social
Worker I, II and Senior Psychiatric Social Worker, Social Worker I, II, III, IV and
V as indicated in Attachment A effective September 11, 2021;

b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to adjust the base wage salary ranges of SEIU Unit F classifications Behavioral Health Unit Supervisor, Employment and Training Supervisor and Social Work Supervisor I and II as indicated in Attachment A effective September 11, 2021;

c. Direct the Human Resources Department to implement the changes in the Advantage HRM system.

Attachments: Board Report

Attachment A
BOS Resolution

Approve and authorize the Contracts/Purchasing Officer, or designee, to sign a retroactive Agreement with Allen Berg Racing School for a Vehicle Storage License retroactive from July 1, 2021 through June 30, 2022, with a monthly license income of \$2,400 per month paid to the County.

Attachments: Board Report

Allen Berg Racing School Vehicle Storage License

Approve execution by the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor of a Renewal and Amendment No. 2 to the Agreement with MGT of America Consulting, LLC, for State-Mandated Programs' cost claiming services adding \$131,363 for a revised total of \$258,863 and extending the term for an additional three years for a revised full term of December 10, 2018 to June 30, 2024.

Attachments: Board Report

MGT Agreement

MGT Amend No. 1

MGT Renewal and Amendment No. 2

34. a. Approve and authorize the Contracts Purchasing Officer or designee to execute the

first amendment to the Time of Use Agreement number 080121001 between the County and Procure America for the Time of Use Optimization Study implementation adding \$250,000 for a revised not to exceed amount of \$350,000 with no change to the term to be paid for out of Public Works, Parks, & Facilities, Utilities Unit 8182 over 5 years from savings resulting from the time of use study.

Attachments: Board Report

Amendment 1 Procure America

35. Adopt a Resolution to:

a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to retitle the classification of Senior Deputy County Counsel to Chief Deputy County Counsel and adjust the salary range as indicated in Attachment A effective September 11, 2021;

- b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to adjust the salary range of the Chief Deputy Public Defender as indicated in Attachment A effective September 11, 2021;
- c. Direct the Human Resources Department to implement the changes in the Advantage HRM system.

Attachments: Board Report

Attachment A
Resolution

36. Approve a request from the North County Recreation and Park District for dry period loan of \$200,000 for the Fiscal Year ending June 30, 2022.

Attachments: Board Report

Special District Resolution

Request & Cert. for Temporary Transfer of Funds. - NCRPD

a. Receive a report on the status of commercial cannabis land use permits, business permits, cultivation square footage, and tax revenue.

Attachments: Board Report

A. Cannabis Program Memorandum, dated August 31, 2021

38. Adopt a Resolution to:

37.

a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to consolidate and retitle the Warehouse Worker classification series with the Storekeeper series with the salary ranges as indicated in Attachment A effective September 11, 2021;

b. Amend the County Administrative Office - Contracts/Purchasing Budget Unit 1050-8047 - Fund 001 - Appropriation Unit CAO002 to reallocate and to approve

the reclassification of one (1) Warehouse Worker to one (1) Senior Storekeeper as indicated in Attachment A effective September 11, 2021;

c. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to create the classifications of Fleet Parts Coordinator and Senior Fleet Parts Coordinator with the salary ranges as indicated in Attachment A effective September 11, 2021;

d. Amend the County Administrative Office Budget - Fleet Administration Budget Unit 1050-8451 - Fund 001 - Appropriation Unit CAO025 to reallocate and to approve the reclassification of two (2) Storekeepers to two (2) Fleet Parts Coordinators as indicated in Attachment A effective September 11, 2021; e. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2021-22 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

Attachments: Board Report

Attachment A
Resolution

Housing and Community Development

39.

a. Approve a Reimbursement Agreement between the County and the Big Sur Land Trust (BSLT) to provide for County reimbursement to BSLT of costs incurred by BSLT for Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project restoration design and implementation activities, for a total amount not to exceed \$487,050, through use of grant funds from the Wildlife Conservation Board; and

b. Authorize the Director of Housing and Community Development or designee to execute the Reimbursement Agreement.

CEQA Action: Consider the previously certified Environmental Impact Report/Environmental Assessment (EIR/EA) for the CRFREE Project.

Attachments: Board Report

Attachment A - RA with BSLT, including Exhibit 1

Public Works, Facilities and Parks

40.

a. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute California Department of General Services STD-213 Agreements and Amendments for the New Juvenile Hall Project 8811 (NJH) and Jail Housing Addition Project 8819 (JHA) which do not increase the Project budgets or change the scopes of work, subject to the approval of the Board of State and Community Corrections and/or California Department of Corrections and Rehabilitation, as applicable, and approval as to form by the Office of the County Counsel; b. Authorize the Director of Public Works, Facilities and Parks (PWFP) to execute

supporting documentation for the NJH SB-81 and JHA AB-900 funding programs necessary to implement and complete the NJH and JHA Projects, which do not increase the Project budgets or change the scopes of work, subject to the approval of the Board of State and Community Corrections and/or California Department of Corrections and Rehabilitation, as applicable, and the Office of the County Counsel.

Attachments: Board Report

Attachment A - NJH STD-213 Attachment B - JHA STD-213

41. Adopt a Resolution to approve submittal of grant funding applications under the California Department of Parks and Recreation Per Capita Program.

Attachments: Board Report

Attachment A-Per Capita Program Proposed Projects

Attachment B-Draft Resolution

42. Adopt a resolution to:

- a. Receive a status update on the Jail Housing Addition Project 8819 (Project):
- b. Authorize a Project budget increase of \$277,057 for additional Project costs related to California State Fire Marshall (CSFM) requirements.
- c. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations in the General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017, by \$277,057, funded by a decrease in General Fund, Fund 001, Contingencies, Appropriation Unit CAO020 (4/5ths vote required); and
- d. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations and operating transfers in by \$277,057 for Facility Master Plan Projects, Fund 404, Appropriation Unit PFP057, financed by an operating transfer out from General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017 (4/5ths vote required).

Attachments: Board Report

Attachment A - Resolution

43. Adopt a resolution to:

- a. Receive a status report on the New Juvenile Hall, Project 8811 (Project);
- b. Authorize a Project budget increase of up to \$1,240,210 for Phase IIB construction costs;
- c. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations in the General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017, by \$1,240,210, funded by a decrease in General Fund, Fund 001, Contingencies, Appropriation Unit CAO020 (4/5ths vote required); and
- d. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted

Budget by increasing appropriations and operating transfers in by \$1,240,210 for Facility Master Plan Projects, Fund 404, Appropriation Unit PFP057, financed by an operating transfer out from General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017 (4/5ths vote required).

Attachments: Board Report

Attachment A - Resolution

44. SUPPLEMENTAL

Add to 1:30 P.M. - Scheduled Matters

16.1 Consider introducing and setting for adoption on September 21, 2021 an ordinance requiring the use of face coverings indoors by all persons over the age of two (2) regardless of vaccination status, with limited exceptions.



Item No.1

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

September 14, 2021

Board Report

Legistar File Number: CS 21-043

Introduced: 8/31/2021 Current Status: Agenda Ready

Version: 1 Matter Type: General Agenda Item

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

- a. Pursuant to Government Code section 54957(a), the Board will confer with County Counsel regarding matters posing a threat to the security of public buildings, essential public services, or the public's right of access to public services or facilities.
- b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
- (1) Designated representatives: Irma Ramirez-Bough and Kim Moore Employee Organization(s): All Units
- c. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of potential initiation of litigation.
- d. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding claim against the County of Monterey.
- (1) Michael Chassion
- e. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
- (1) Sandra Martinez (Worker's Compensation Appeals Board case no. ADJ10747099)
- (2) Sandra Martinez (Worker's Compensation Appeals Board case no. ADJ12269996)
- (3) Sandra Martinez (Worker's Compensation Appeals Board case no. ADJ12365857)
- (4) County of Monterey dba Natividad Medical Center v. Kaiser Foundation Health Plan, Inc., et al. (Monterey County Superior Court case no. 19CV001823)
- (5) Williams, et al. v. County of Monterey, et al. (United States District Court case no. 19CV01811)
- f. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding two matters of significant exposure to litigation.
- g. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the:
- (1) County Administrative Officer;
- (2) County Counsel;
- (3) Civil Rights Officer;
- (4) Interim Natividad Medical Center Chief Executive Officer;
- (5) Water Resources Agency General Manager; and

(6) Public Defender.



Item No.2

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

September 14, 2021

Board Report

Legistar File Number: CR 21-099

Introduced: 8/24/2021 Current Status: Ceremonial Resolution

Version: 1 Matter Type: Ceremonial Resolution

Adopt a resolution honoring Todd Dale upon his retirement from the County of Monterey after seventeen years of dedicated Public Service. (Full Board - Supervisor Askew)

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

Resolution No.:

Adopt a Resolution honoring Todd Dale) upon his retirement from the County of Monterey) after seventeen years of dedicated Public Service)
WHEREAS, Todd Dale began his career with the County of Monterey as a Communications Dispatcher on April 26, 2004 at the Emergency Communications Department;
WHEREAS, Todd Dale has been a valued member of the County family and the Emergency Communications Department team;
WHEREAS, Todd Dale has been a Fire Dispatcher, and Law Dispatcher working Seaside, Marina, and Pacific Grove channels. He also answered a variety of 9-1-1 and non-emergency calls throughout his seventeen years of service and has maintained patience and professionalism with each caller;
WHEREAS, Todd Dale throughout his career has made significant contributions to the citizens of Monterey County, the County's public safety agencies, his co-workers, and the Emergency Communications Department with excellent customer service, fairness, and dedication, and has earned the respect of management and staff for his knowledge and ability to perform critical lifesaving services for seventeen years; he will be greatly missed by all; and
WHEREAS, Todd Dale had a seventeen-year career with the County of Monterey and wishes to retire to spend more time with family, friends, and to travel.
NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Monterey, on behalf of all residents thereof, hereby acknowledges, commends, and thanks Todd Dale for his seventeen years of dedicated service in the field of public safety communications; our congratulations on his well-earned retirement, and our best wishes to him and his family for continued success, happiness, and good health in his future endeavors and journeys.
PASSED AND ADOPTED on this day of, 2021 by the following vote, to-wit:
AYES: NOES: ABSENT:
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board Supervisors duly made and entered in the minutes thereof of Minute Book, for the meeting on
Dated:

Valerie Ralph, Clerk of the Board of Super County of Monterey, State of California.	rvisors
By	
•	Deputy



Item No.3

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

September 14, 2021

Board Report

Legistar File Number: CR 21-101

Introduced: 8/25/2021 Current Status: Ceremonial Resolution

Version: 1 Matter Type: Ceremonial Resolution

Adopt a resolution proclaiming September as National Suicide Prevention Month. (Full Board - Supervisor Askew)

Resolution No.:

Adopt a Resolution proclaiming September as National Suicide Prevention Month.

WHEREAS, the month of September is National Suicide Prevention Month, a time in which individuals, organizations and communities around the country join their voices to amplify the message that suicide can be prevented; and

WHEREAS, the past year has presented our communities with challenges and led to transitions that, expected or unexpected, welcomed or not, can be unsettling, disorienting, and stressful; and

WHEREAS, the pandemic has changed our fabric of life, and major life changes are environmental risk factors for suicide; and

WHEREAS, knowing the signs of suicide, finding the words to communicate with someone they are concerned about, and reaching out to local resources; and

WHEREAS, we know that connecting, working with, and supporting one another can help prepare us for the future; and

WHEREAS, all Californians are urged to play a role in suicide prevention and promote mental health and wellness as we strive towards zero suicides; and

WHERAS, Monterey County is moving forward to establish a suicide prevention coalition, MC HOPES, and developing a strategic plan to with a long-term vision of zero suicides in Monterey County; and

WHEREAS, September 2021 is recognized across the United States as Suicide Prevention Month and provides the opportunity to educate our community about the warning signs for suicide, how to reach out to those experiencing an emotional crisis and connect to resources;

NOW, THEREFORE, BE IT RESOLVED, by Chair Wendy Root Askew and all members of the County Board of Supervisors on this 14th Day of September, 2021, that the month of September 2021 be declared **'SUICIDE PREVENTION MONTH'**.



Item No.4

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

September 14, 2021

Board Report

Legistar File Number: CR 21-103

Introduced: 8/31/2021 Current Status: Ceremonial Resolution

Version: 1 Matter Type: Ceremonial Resolution

Adopt a resolution commending Deputy Andre L. Roberts upon his retirement from 30 years of public service with the Monterey County Sheriff's Office. (Full Board - Supervisor Askew)

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

RESOLUTION NO.

Adopt a Resolution Commending **Deputy Andre L. Roberts** upon his retirement from 30 years of public service with the Monterey County Sheriff's Office

WHEREAS, Deputy Andre L. Roberts grew up in Newark, NJ, later married and had two children, Kendal and Jai; and

WHEREAS, Deputy Andre L. Roberts spent nine years in the United States Army; three years enlisted and six years as a reserve where he was promoted to the rank of Sergeant with military intelligence and served in Kosovo where he conducted several missions and received numerous military medals and citations; and

WHEREAS, over his career **Deputy Andre L. Roberts** served during the terms of six Monterey County Sheriffs: David B. "Bud" Cook, Norm Hicks, Gordon Sonne', Mike Kanalakis, Scott Miller and Steve Bernal; and

WHEREAS, Deputy Andre L. Roberts performed exceptionally well as a Deputy Sheriff assigned to the Court Services Unit, the Corrections Operations Bureau, and also served as a member of the Correctional Emergency Response Team for several years in which he was the squad leader on numerous occasions; and

WHEREAS, Deputy Andre L. Roberts received many awards and citations throughout his 30-year career with the Monterey County Sheriff's Office; and

WHEREAS, because of his hard work and dedication to the Monterey County Sheriff's Office, **Deputy Andre L. Roberts** received, met, or exceeded standards on every performance evaluation; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Monterey on behalf of all residents thereof, acknowledges, commends, and thanks **Deputy Andre L. Roberts** for his 30 years of exemplary public service to the residents of Monterey County, as a valued member of the Monterey County Sheriff's Office.

happiness in all his future endeavors a	and much joy in his w	rell-deserved retirement.
PASSED AND ADOPTED this	day of	, 2021, by the following vote
to wit:		
AYES:		
NOES:		
ABSENT:		

BE IT FURTHER RESOLVED that the Board of Supervisors wishes him success, health, and

I, Valeria Ralph, Clerk of the Board of Su	ipervisors of the County of Monterey, State of California,
hereby certify that the foregoing is a true	e copy of an original order of said Board of Supervisors
duly made and entered in the minutes	s 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



Item No.5

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

September 14, 2021

Board Report

Legistar File Number: CR 21-104

Introduced: 9/3/2021 Current Status: Ceremonial Resolution

Version: 1 Matter Type: Ceremonial Resolution

Adopt a resolution honoring Pacific Grove Public Library upon the September 18, 2021, Celebration of the Rededication of the Renewed Library for the Community. (Full Board - Supervisor Adams)

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

Resolution No:

Adopt a resolution honoring **Pacific Grove Public Library** upon the September 18, 2021, Celebration of the Rededication of the Renewed Library for the Community.

WHEREAS, in 1886 the Pacific Grove Library Association established a Reading Corner for reading and personal enrichment, which in 1888 (one year before the City of Pacific Grove was incorporated) became established as the Pacific Grove Circulating Library; in 1905 the Pacific Grove Free Public Library became the first library in Monterey County to welcome the public without dues or subscription: which led to the establishment of a permanent Carnegie Library in Pacific Grove, built with a \$10,000 grant from Andrew Carnegie and a parcel of land from the Pacific Improvement Company for a total cost of \$14,000; and

WHEREAS, in 1908 the Pacific Grove Public Library opened at 550 Central Avenue, and continuously provided library services to people of all ages at the same location for one hundred eleven years, this includes service throughout the 2020 pandemic shutdown which resulted in a 60 % increase in e-resource downloads; community demand led to the vision of the Library Renewal Project, an extensive interior remodel to preserve the community's past, enhance the present and prepare for the future; and

WHEREAS, hundreds of generous community donors, including businesses, service groups, local foundations, non-profits, and the City of Pacific Grove, together contributed over \$3 million for the **Pacific Grove Public Library** Renewal Project through a capital campaign led by the Friends of the Pacific Grove Public Library and the Pacific Grove Public Library Foundation; and

WHEREAS, the Pacific Grove Public Library Renewal Project began in November 2019 and was completed by July 2020, ahead of schedule and under budget during a pandemic, as designed by architect Karin Payson, of KPa+d, constructed by Avila Construction Company and subcontractors, and overseen by the City of Pacific Grove's Public Works; and

WHEREAS, the original 1908 Carnegie rotunda is now refinished and revealed; a central history space was created to preserve and display irreplaceable local archives; comfortable, accessible and welcoming community spaces were refreshed for all ages and abilities; building systems, restrooms, carpeting, shelving and fixtures were updated; usability and accessibility was improved; connectivity and technology infrastructure has been improved for 21st century needs; and

WHEREAS, the successful completion of the Pacific Grove Public Library Renewal Project, led by the vision and dedication of library and City employees, and library volunteer groups, funded by the generosity of many, many community donors, and made possible by the love and support of countless Pacific Grove Public Library patrons through the ages, will ensure that the Pacific Grove Public Library will provide the joy of reading and lifelong learning to meet the needs of generations to come.

NOW, THEREFORE BE IT RESOLVED, that the Monterey County Board of Supervisors, on behalf of all the County and its residents thereof, hereby congratulates **the Pacific Grove Public Library** and the community it serves upon the successful completion of the Library Renewal Project and the Rededication of the Renewed **Pacific Grove Public Library** on September 18, 2021.

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

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

NOES: ABSENT:	
certify that the foregoing is a true copy of	Supervisors of the County of Monterey, State of California, hereby of an original order of said Board of Supervisors duly made and a Book for the meeting on, 2021.
	Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California.
	By Deputy



Item No.6

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

September 14, 2021

Board Report

Legistar File Number: CR 21-106

Introduced: 9/7/2021 Current Status: Ceremonial Resolution

Version: 1 Matter Type: Ceremonial Resolution

Adopt a resolution recognizing Adele Fresé upon her retirement after a lifetime in public service and serving as the Chief of Police for the City Salinas, California. (Full Board - Supervisor Alejo)

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

Resolution No.:

Adopt a resolution Recognizing Adele Fresé upon her retirement after a lifetime in public service and serving as the Chief of Police for the City Salinas, California

WHEREAS, Adele Fresé began her public service career in 1985 as an active duty member of the United States Marine Corps; and

WHEREAS, In 1994, Adele Fresé joined the Corpus Christi Police Department as a patrol officer and rose through the ranks to field training officer, senior officer, lieutenant, and deputy chief; and

WHEREAS, Adele Fresé provided strong leadership to police personnel in a wide variety of assignments in Patrol, Crime Prevention, Training, Special Operations, Investigations, and Support Service

WHEREAS, In 2014, Adele Fresé served as chief of police for the agricultural City of Greenfield, California, where she worked to foster an environment of accountability, collaboration and safety; and

WHEREAS, In 2016, Adele Fresé joined the Police for the City of Salinas where she led 230 law enforcement officers and professional staff in the protection of life and property to 170,000 residents; and

WHEREAS, By Infused intelligence-minded approaches with Community Policing and Problem Solving, Adele Fresé has created an effective, customized approach to address crime and quality of life issues in her jurisdiction; and

WHEREAS, Adele Fresé is credited with significant and historic reductions in crime, including an 85% reduction in homicides over a 5-year period; and

WHEREAS, Adele Fresé earned a Bachelor of Science degree in Criminal Justice Administration from California State University at Hayward, and a minor degree in Sociology in 1992. She later earned a Master of Science in Public Safety in 2011; and

WHEREAS, Adele Fresé later completed the Senior Executives in State and Local Government program at the Harvard Kennedy School, PERF's Senior Management Institute for Police and is a Texas Certified Public Manager; and

WHEREAS, Adele Fresé has instructed classes at police academies, community college and the University of the Incarnate Word. She has volunteered as an advisor to the Learning for Life Explorers for 20 years and has contributed thousands of hours to her community by serving in the capacity of Board Member-volunteer to the Monterey County Domestic Violence Coordinating Council, Monterey County Rape Crisis Center, Wesley Community Center, Boys and Girls Club of the Coastal Bend, and as Coordinator of the Corpus Christi Graffiti Coalition; and

WHEREAS, Adele Fresé currently serves as the Interim Chairperson for the YWCA and is a member of the Salinas Downtown Rotary. She is also the President of the Monterey County Chiefs Law Enforcement Officer Association and was active on the board of directors of the Community Alliance For Safety and Peace (CASP) in Salinas; and

WHEREAS, Adelle's most recent awards include, Partner of the Year by Homeland Security Investigations San Francisco, The Community Peace Award from the Monterey County Child Abuse Prevention Council, and the top agency award in Community Policing by the California Community Policing Institute. Adele Fresé is married and has four children and grandchildren: and

WHEREAS, Adele Fresé has been committed to life-long learning, staff development and has created a strong succession plan for her department.

NOW, THEREFORE, BE IT RESOLVED. that the Monterey County Board of Supervisors, on behalf of the County and all its residents thereof, hereby congratulates and thanks Chief Adele Fresé for her many years of exemplary public service to the City of Salinas and the people of Monterey County. We wish her and her family happiness and a fulfilling future upon her retirement.

PASSED AND ADOPTED on this	day of	, 2021, upon motion of Supervisor
, seconded by Su	pervisor	by the following vote, to-wit:
AYES:		
NOES:		
ABSENT:		
•	of an original or	County of Monterey, State of California, hereby der of said Board of Supervisors duly made and meeting on
Dated:		
		Valerie Ralph, Clerk of the Board of Supervisors
		County of Monterey, State of California
		By
		Deputy



Item No.7

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

September 14, 2021

Board Report

Legistar File Number: CR 21-105

Introduced: 9/7/2021 Current Status: Ceremonial Resolution

Version: 1 Matter Type: Ceremonial Resolution

Adopt a resolution in appreciation of Andre Mosqueda for winning a Gold Medal in boxing at the National Junior Olympics and Summer Festival in Lubbock Texas

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

Resolution No.:

Adopt a resolution in appreciation of **Andre Mosqueda** for winning a Gold Medal in boxing at the National Junior Olympics and Summer Festival in Lubbock Texas

WHEREAS Andre Mosqueda is eight years old attending third grade at Del Rey Elementary School in King City; and

WHEREAS Andre Mosqueda is a participant at the King City Boxing Club at the King City Recreation Center and has trained in boxing since he was five years old; and

WHEREAS Andre Mosqueda recently won a Gold Medal at the National Junior Olympics and Summer Festival in Lubbock, Texas on July 17, 2021; and

WHEREAS, through the King City Boxing Club, **Andre Mosqueda** has learned the importance of discipline, commitment, responsibility, education, and respect for others and himself; and

WHEREAS, winning a gold medal is a tremendous accomplishment that requires dedication and hard work; and

WHEREAS Andre Mosqueda has served as an inspiration to other kids in his community by showing others that boxing, training, discipline and not giving up is key to helping kids stay on the right path; and

WHEREAS, winning has added fuel to **Andre Mosqueda** to dream big, grow up and be like his favorite boxer, Manny Pacquiao; and

WHEREAS Andre Mosqueda has brought great pride to the community of King City and Southern Monterey County.

NOW, THEREFORE BE IT RESOLVED, that the Monterey County Board of Supervisors, on behalf of the County and all residents thereof, honors **Andre Mosqueda** and congratulates him on winning a Gold Medal in boxing at the National Junior Olympics.

PASSED AND ADOPTED this to wit:	day of	, 2021, by the following vote
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 er on, 2021.	ntered in the minutes thereof of Minute Book for the meeting
Dated:	Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California.
	By



Item No.8

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

September 14, 2021

Board Report

Legistar File Number: CR 21-108

Introduced: 9/9/2021 Current Status: Ceremonial Resolution

Version: 1 Matter Type: Ceremonial Resolution

Adopt a resolution proclaiming September 15 to October 15, 2021, as Hispanic Heritage Month in Monterey County. (Full Board - Supervisor Askew)

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

Resolution No	
Adopt a Resolution proclaiming)
September 15 to October 15,)
2021, as Hispanic Heritage)
Month in Monterey County.)

WHEREAS, the United States began observing Hispanic Heritage Week in 1968 under President Lyndon B. Johnson;

WHEREAS, Hispanic Heritage Month was expanded in 1988 under President Ronald Reagan;

WHEREAS, from September 15, 2021, to October 15, 2021, the United States celebrates Hispanic Heritage Month;

WHEREAS, September 15 is significant because it is the anniversary of the independence of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua, and September 16, 18, and 21 for Mexico, Chile, and Belize, respectively;

WHEREAS, Hispanics and Latinos/as are those whose ancestors came from Spain, Mexico, the Caribbean, Central America, and South America;

WHEREAS, Latinos/as represent 18.5% of the United States population and 39.4% of Californians;

WHEREAS, this year's theme is *Esperanza*: A Celebration of Hispanic Heritage and Hope, inviting us to celebrate Hispanic Heritage and to reflect on how great our tomorrow can be if we hold onto our resilience and hope;

WHEREAS, we encourage residents to reflect on the contributions of Hispanics and Latinos/as have made in the past, and will continue to make in the future;

WHEREAS, Hispanics and Latinos/as make up 59.4% of Monterey County residents and have contributed to the success of local agriculture, art, education, and politics;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Monterey on behalf of all residents thereof, does hereby proclaim the period from September 15, 2021, to October 15, 2021, **Hispanic Heritage Month**, in Monterey County; and

BE IT FURTHER RESOLVED THAT the Board of Supervisors encourages all residents of Monterey County to celebrate the contributions of all our County residents and remind us that we are stronger together.

PASSED AND ADOPTED this of AYES: NOES: ABSENT:	lay of, 2021, by the following vote, to wit:
hereby certify that the foregoing is a true co	ervisors of the County of Monterey, State of California, py of an original order of said Board of Supervisors duly Minute Book for the meeting on,
Dated:	
	Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California.
	By



Item No.9

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

September 14, 2021

Board Report

Legistar File Number: CR 21-109

Introduced: 9/9/2021 Current Status: Ceremonial Resolution

Version: 1 Matter Type: Ceremonial Resolution

Adopt a resolution Declaring "COVID-19 Health Misinformation a Public Health Crisis" in Monterey County. (Full Board - Supervisor Alejo)

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

Resolution No.:

Adopt a resolution Declaring "COVID-19 Health Misinformation a Public Health Crisis" in Monterey County.

WHEREAS, Health misinformation has significantly undermined public health efforts and the unmitigated proliferation of health misinformation has created a culture of mistrust and has prolonged the COVID-19 pandemic, endangering the health and safety of all Monterey County residents and visitors; and

WHEREAS, The coronavirus (COVID-19) pandemic has resulted in 44,974 cases and resulted in 546 deaths in Monterey County as of September 7, 2021; and

WHEREAS, The spread of COVID-19 has had a devastating impact on our health and safety, our regional economy, our communities of color, the educational development of our children and every aspect of our lives; and

WHEREAS, The COVID-19 vaccines have met the Food and Drug Administration's (FDA) rigorous scientific standards for safety, effectiveness, and manufacturing quality and have been proven to be safe and effective; and

WHEREAS, The Pfizer-BioNTech vaccine has received full FDA approval and been proven to be highly effective in preventing serious disease, hospitalization and death from COVID-19 and that its benefits outweigh its risks; and

WHEREAS, The COVID-19 vaccine is available in Monterey County at no cost, regardless of income, and is administered by health professionals, such as nurses and doctors; and

WHEREAS, Misinformation has caused confusion and nationally, has led to eligible people declining COVID-19 vaccines, rejecting public health measures, such as masking and physical distancing, and using unproven treatments; and

WHEREAS, On July 15, 2021, the United States Surgeon General issued his first advisory describing the "urgent threat" posed by the rise of false information of COVID-19 – one that continues to put "lives at risk" and prolong the pandemic; and

WHEREAS, Recent surges in infections and hospitalizations from COVID-19 have highlighted the importance of clear and unequivocal communications from public officials that vaccines are the best protection against severe illness and hospitalizations; and

WHEREAS, Urgent action is needed to curb the spread of the Delta variant by combating misinformation, thereby supporting our healthcare system and saving lives; and

WHEREAS, There would be substantial detriment on Monterey County and its residents and visitors if not acted upon immediately; and

WHEREAS, Monterey County recognizes the vaccine hesitency, that stands in the way of Monterey County moving beyond the COVID-19 pandemic, is being fueled by the spread of health misinformation, and commits to strategies to actively combat health misinformation.

WHEREAS, Trusted community members, such as health professionals, faith leaders, leaders of color and educators have spoken directly to their communities to address COVID-19 related questions by town halls, meetings, social media, and traditional media; and

NOW, THEREFORE, BE IT RESOLVED. that the Monterey County Board of Supervisors, on behalf of the County and all its residents thereof, declares "COVID-19 Health Misinformation a Public Health Crisis" throughout Monterey County, and that the County of Monterey should commit to combat health misinformation and curb the spread of falsehoods that threaten the health and safety of our residents and visitors.

BE IT FURTHER RESOLVED, that the Monterey County Board of Supervisors directs as follows:

- 1. Requests that Monterey County Chief Administrative Officer (CAO) and the Monterey County Health Department implement the strategies cited by the U.S. Surgeon General Vivek H. Murthy in his advisory entitled "Confronting Health Misinformation," and report back within 90 days on the status of implementation and within 180 days upon completion; and
- 2. Identify and label health misinformation and disseminate timely health information to counter misinformation that is impeding our ability to keep our community safe; and
- 3. Modernize public health communications with investments to better understand gaps in health information, and questions and concerns of the community, especially in hard-to reach communities.
- 4. Continue to focus on community engagement strategies, including partnerships with trusted messengers and the Monterey County VIDA program; and
- 5. Expand our research efforts to better define and understand the sources of health misinformation, document and trace its costs and negative impacts, and develop strategies to address and counter it across mediums and diverse communities; and
- 6. Invest in resilience against health misinformation, including digital resources and training for health practitioners and health workers. Explore educational programs to help our communities distinguish evidence-based information from opinion and personal stories; and
- 7. Partner with federal, state, territorial, tribal, private, nonprofit, research and other local entities to identify best practices to stop the spread of health misinformation and develop and implement coordinated recommendations; and
- 8. Work with the medical community and local partners to enhance our County of Monterey website that will serve as a central resource for combating health misinformation in our community; and

PASSED AND ADOP	TED on thisday of	, 2021, upon motion of
Supervisorvote, to-wit:	, seconded by Supervisor	by the following
AYES:		

NOES: ABSENT:	
*	isors of the County of Monterey, State of California, hereby original order of said Board of Supervisors duly made and for the meeting on
Dated:	Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California
	By



Item No.10

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

September 14, 2021

Board Report

Legistar File Number: APP 21-169

Introduced: 8/30/2021 Current Status: Appointment

Version: 1 Matter Type: Appointment

Reappoint Glen Alder to the Assessment Appeals Board, with a term ending date of September 2,

2024. (Supervisor Alejo)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office:Julian Lorenzana
From: (BCC or District Office):Linda J. Gonzalez, COS for Supervisor Luis A. Alejo
Board of Supervisors Meeting Date:Tuesday, September 14, 2021
Name of Board, Commission, or Committee: _Assessment Appeals Board
Representing:N/A
Name and address of Appointee:Glen Alder
Terms Check one:
New Term
Reappointment _x
Filling an unexpired term (if checked, list who is being replaced and reason below)
Replacing which member:N/A
TERM EXPIRATION DATE:September 2nd, 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



Item No.11

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

September 14, 2021

Board Report

Legistar File Number: APP 21-170

Introduced:8/31/2021Current Status:AppointmentVersion:1Matter Type:Appointment

Appoint Jessica Cordiero-Martinez to the Consolidated Oversight Board Committee, with a term ending date Pleasure of the Board. (Full Board)

[Enter Text Here]



NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office	Date forwarded to Clerk: August 31, 2021
From: Lisa Harris, Public	: Works, Facilities & Parks
Board of Supervisors Meeting Date:	September 14, 2021
Name of Board, Commission, Consolidated Oversight Bo	
Name and Address of Appointed Jessica Cordiero-Martinez	<u>ee:</u>
Check one:	
New Term X	
Reappointment	
Filling an unexpired term X	(if checked, fill in who is being replaced and reason below)
Replacing which member: <u>Shawne</u> County of Monterey.	Ellerbee who recently retired from Public Works, Facilities & Parks
Maddy Act Regulations:	
If applicable, check below regarding	the reason for the unexpired term:
Resignation of member: X	
Death of member	
Member did not complete term	
Other R <u>etirement</u>	
TERM EXPIRATION DATE:	At the leisure of the Board of Supervisors.
Clerks use: Web updated Maddy B	ook updated Added to Legistream agenda

JESSICA CORDIERO-MARTINEZ

FINANCE MANAGER

CONTACT









EDUCATION

Bachelor of Science in Business Administration, Accountancy California State University -Fresno May 1999

SKILLS

- Team Building
- Decision Making
- Financial Integrity
- Problem Solving
- Communication
- Responsible
- Flexible
- Empathetic

PROFILE

Articulate and detail-oriented Finance Manager with 22 years of progressive governmental accounting experience. Respected leader and communicator recognized as a mentor and coach that fosters strong relationships with diverse groups.

EXPERIENCE

FINANCE MANAGER III, August 2021 – Present FINANCE MANAGER II, June 2016 – August 2021

County of Monterey - Public Works, Facilities, & Parks (formerly Resource Management Agency) // Salinas CA // June 2016 - Present

Manage, lead, and mentor the Fiscal/Payroll Division in accounting, budget, and payroll, which includes a team of 19 staff. Fiscally responsible for managing a large, complex budget, comprised of 55 Funds, 62 Appropriation Units and 18 Budget Units, with appropriations ranging annually from \$100-\$190 million, revenues ranging from \$90-\$140 million, and including 197 full-time positions. Collaborate with County Administrative Budget Office on preparation of Budget Estimates, 3-Year Forecast, Baseline Budget, Augmentations, and Narratives. Collaborate and advise Agency Management regarding operating and fiscal needs, constraints, and financial strategies. Provide fluid communication and reporting on Agency's financial status and outlook, including writing, and presenting financial and budgetary reports to various County Committees and the Board. Collaborate with Auditor-Controller's Office to support changes in accounting practices/regulations, audits, County-wide Cost Allocation Plan, and organizational changes.

Auditor-Controller Analyst

County of Monterey, Auditor-Controller's Office // Salinas CA // July 2012 – June 2016

Consult, advise, and train departments on accounting, system operations, and budgetary procedures.

Coordinate and prepare financial schedules, analysis, documentation, and complex accounting and financial reports. Review, analyze, research, interpret, and communicate legislation to ensure compliance with laws, rules, and regulations. Participate in the preparation of the County's Comprehensive Annual Financial Statements for four (4) years. Manage the Countywide capital assets and assist and advise departmental staff on capital asset policy. Develop capital asset training guide materials and presentation. Review and oversee monthly, quarterly, and annual reporting to the State Controller; including, SB90 reimbursement, Estate Funds, State Health and Welfare, and State Payments. Supervise, assign, train, and direct one (1) professional and one (1) technical accounting staff.

FINANCIAL SERVICES MANAGER

City of Seaside // Seaside, CA // July 2008 – July 2012

Coordinate financial reporting and auditing activity with external auditors for City, Redevelopment Agency, Successor Agency, and Seaside County Sanitation District. Oversee and participate in posting, balancing, and reconciling general and subsidiary ledgers. Allocate internal service fund charges. Coordinate preparation of cost allocation plan and prepare fund allocations. Plan, coordinate and prepare budget and serve on Budget Committee. Provide professional, technical accounting, and budget advice to City staff. Analyze salary and benefit costs for meet and confer process. Manage and support six (6) staff in payroll, accounts payable/receivable, general ledger, grants, capital projects, and capital assets. Interpret, apply, and communicate policies, laws, standards, and regulations. Develop policy, procedures, and training materials and write letters and staff reports/resolutions.

JESSICA CORDIERO-MARTINEZ

FINANCE MANAGER

TECHNICAL SKILLS

- Advantage Financial & HRM
- InfoAdvantage
- Microsoft Excel
- Microsoft Word
- Microsoft PowerPoint
- Microsoft Outlook
- Adobe Professional
- WinCAMS (Cost Accounting)
- CaseWase (Financial Preparation)

BOARDS

NOTRE DAME HIGH SCHOOL EXECUTIVE BOARD OF DIRECTORS

Secretary

Fiscal Year 2018-19, 2019-20, & 2020-21

Finance Committee Member Fiscal Year 2017-18, 2018-19, 2019-20, & 2020-21

HOBBIES & INTERESTS

- Family
- Reading
- Mindfulness
- Softball

EXPERIENCE

ACCOUNTING SERVICES MANAGER

City of Marina // Marina, CA // October 2004 – June 2008

Plan, supervise, and implement accounting operations, including general ledger, accounts payable and receivable, payroll, and capital assets. Perform technical and professional accounting duties, including, complex account analyses, cash and bank reconciliations, journal entries and budget adjustments. Perform year-end reconciliations, adjustments, and closing of financial records; coordinate annual independent financial audit; and supervise preparation of audit schedules. Prepare annual budget projections and revenue and expenditure forecasts. Provide management financial reports and assist in interpreting financial data. Develop and implement accounting policies, procedures, and internal controls. Prepare written staff reports and resolutions. Mentor, train, supervise, and evaluate four (4) finance staff. Serve as Finance Director in their absence; including, reviewing contracts, staff reports, and resolutions; preparing monthly investment report; and signing weekly accounts payable checks.

BUDGET ANALYST

Monterey Peninsula Unified School District // Montrey, CA // December 2003 – September 2004

Assist managers in preparing budgets and interpreting regulations and laws for federal and state grants.

Maintain personnel position control database: process personnel requests, collaborate with personnel and payroll to verify and validate data, and provide management reports. Assist finance staff with general accounting. Develop and implement accounting and office procedures. Participate in interview panels and provide recommendations. District representative for Countywide accounting software group: discuss financial and position control systems, recommend changes, and system improvements.

ACCOUNTANT

Tulare County Office of Education // Tulare, CA // September 2001 – November 2003

Responsible for over 45 federal, state, and local governmental programs. Audit, monitor, and evaluate financial records. Monitor budgets and compile financial records for 25 New Construction and two (2)

Modernization Projects with total budgets more than \$13 million. Verify and validate program activity for compliance with federal, state, and local legal requirements. Prepare budget projections and fiscal analyses. Assist management and finance staff in coding expenditures. Prepare expenditure reports for management and outside agencies. Manage monthly and annual accounting closing procedures. Review and verify employment transmittals and contracts. Assist independent auditors during annual audit.

STAFF ACCOUNTANT

M. Green and Company LLP, CPAs // Visalia, CA // August 1999 – September 2001

Plan, perform, and audit governmental, private, and non-profit organizations. Perform audit procedures, test of controls, and prepare audit findings. Prepare financial statements and notes for school districts.

Perform monthly, quarterly, and annual bookkeeping and payroll functions, including bank reconciliations, closing journal entries, compiling financial statements, payroll deposits, and payroll tax reports. Prepare tax returns, sales tax returns, property tax statements, and depreciation schedules.



Item No.12

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

September 14, 2021

Board Report

Legistar File Number: OBM 21-088

Current Status: General Public Comments Introduced: 9/3/2021 Version: 1

Matter Type: Other Board Matters

General Public Comments

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



Item No.13

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

September 14, 2021

Board Report

Legistar File Number: 21-727

Introduced: 8/20/2021 Current Status: Scheduled AM

Version: 1 Matter Type: General Agenda Item

Receive a presentation from the Probation Department on the Juvenile Justice Realignment of 2020 - SB 823 and SB 92

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Receive a presentation from the Probation Department on the Juvenile Justice Realignment of 2020 - SB 823 and SB 92

SUMMARY:

The Probation Department will give a presentation and summary of recent legislation, the Juvenile Justice Realignment of 2020 - SB 823 and SB 92.

DISCUSSION:

On June 15, 2021, the Probation Department submitted a report to the Board of Supervisors about legislation culminating in the Juvenile Justice Realignment of 2020, SB 823 and SB 92, and received a copy of Monterey County's SB 823 Juvenile Justice Realignment Block Grant Annual Plan for FY 2021-22.

Today's presentation reviews legislation which transfers responsibility for managing youthful offenders under State custody to local jurisdictions, effective July 1, 2021. It also describes major changes, funding streams, the mandated plan requirements, and the framework for the SB 823 Juvenile Justice Realignment Block Grant Annual Plan for the first year of operation, FY 2021-22.

A copy of the FY 21-22 Plan is on file with the Clerk of the Board.

OTHER AGENCY INVOLVEMENT:

As legislatively mandated, the Subcommittee of the Juvenile Justice Coordinating Council has developed and approved the FY 21-22 plan at its meeting of April 28, 2021. The Office of County Counsel-Risk Management has reviewed the report.

FINANCING:

Funding in the amount of \$983,841 has been allocated to Monterey County for FY 21-22 to provide appropriate housing and supervision services to the realigned population. After receipt of State funding, the Probation Department has worked with the County Auditor-Controller within established county procedures on depositing the monies into an appropriate restricted account. There is no additional cost to the County General Fund with the recommended action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports key objectives of: 1) Administration with efficient and effective fiscal management of the State realigned funds, 2) Health and Human Services by providing pro-social and rehabilitative and reentry services to juvenile offenders, and 3) Public Safety for the safe and secure custody of residents in juvenile institutions.

□ 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: Marisa Fiori, Management Analyst III, ext. 1100

Approved by: Todd Keating, Chief Probation Officer, ext. 3913

Attachments:

Monterey County's Juvenile Justice Realignment Block Grant Annual Plan FY 21-22



Item No.

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

September 14, 2021

Board Report

Legistar File Number: 21-727

Introduced: 8/20/2021 Current Status: Agenda Ready

Version: 1 Matter Type: General Agenda Item

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Legistar File Number: 21-727

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Prepared by: Marisa Fiori, Management Analyst III, ext. 1100

Approved by: Todd Keating, Chief Probation Officer, ext. 3913

Docusigned by:

Jodd Keating

54A4CC3FF2984CB...

8/27/2021 | 2:50 PM PDT

Attachments:

Monterey County's Juvenile Justice Realignment Block Grant Annual Plan FY 21-22

Juvenile Justice Realignment Block Grant Annual Plan



FY 2021-22

COUNTY OF MONTEREY

Prepared by the Subcommittee of the Monterey County Juvenile Justice Coordinating Council (JJCC)

Approved 04/28/2021

Juvenile Justice Realignment Block Grant Annual Plan COUNTY OF MONTEREY

Date: 04/28/2021

County Name: MONTEREY

Contact Name: Julie Kenyon, Division Director, Juvenile Hall

Telephone Number: (831) 755-3943

E-mail Address: kenyonjl@co.monterey.ca.us

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INTRODUCTION

On September 30, 2020, Governor Gavin Newsom signed into law Senate Bill 823 (SB), which realigns the Department of Juvenile Justice (DJJ) population from the State of California to Counties, beginning July 1, 2021. The bill establishes the jurisdiction of the Juvenile Court up to the age of 25 for certain offenses and transfers the responsibility of care, custody, and supervision of youth to the county of commitment. Under SB 823, intakes to the DJJ will stop July 1, 2021.

Beginning in Fiscal Year 2021-22, and annually thereafter, the State of California will make allocations to counties to provide appropriate care, rehabilitation, and supervision of the realigned population.

The newly added Section 1995 of the Welfare and Institutions Code indicates that, in order to be eligible for funding allocations associated with this grant program, counties are required to create a Subcommittee of the multiagency Juvenile Justice Coordinating Council (JJCC) for the purpose of developing an annual plan to manage the custody, supervision, and rehabilitation of the realigned population at the local level.

This plan, first due to the newly created Office of Youth and Community Restoration (OYCR) by January 1, 2022 for FY 2022-23, and thereafter submitted each year by May 1st, is mandatory for counties to be eligible for the state funding available to manage the new responsibilities. Prior to that, the local plan for the first fiscal year, FY 21-22, will be presented to the Board of Supervisors, as the OYCR does not yet exist.

The realigned population of youth offenders has been referred to as "Secure Track Treatment Youth."

Timeline

On July 1, 2021, DJJ will no longer accept youth intakes. Until DJJ completely closes, youth already committed to DJJ can remain until completion of their program or the complete closure of all DJJ facilities on June 30, 2023. After July 1, 2021, Monterey County will be responsible

for the custody, supervision and long-term treatment for any youth who previously would likely have been sentenced to DJJ.

Funding

For the first three fiscal years, through FY 2023-24, the funding allocation for this realignment will be based on a formula including:

- Juvenile Population 20% of formula based on county's distribution of youth ages 10-17
- DJJ Usage 30% of formula based on each county's DJJ population as of December 2018, June 2019 and December 2019
- Estimated 707(b) Population 50% of formula based on county's local population who have committed certain violent and felony crimes as reported in Juvenile Court and Probation Statistical System (JCPSS) to be updated annually. In order to estimate a county's 707(b)/DJJ eligible population for these specified offenses, the State Department of Finance pulled the following felony group offense codes from JCPSS in 2018: Lewd or Lascivious Felony, Other Sex Felony, Assault, Forcible Rape, Homicide, Kidnapping, Manslaughter, Vehicle Theft and Robbery.

Monterey County Projected Allocations

• FY 2021-22: \$980,809

• FY 2022-23: \$2,905,404

• FY 2023-24: \$4,813,377

SECURE TRACK TREATMENT PROGRAM GOALS

The intent of the Legislature and spirit of the language contained in SB 823 is to use evidence-based and promising practices and programs that improve outcomes for youth; increase public safety; reduce the transfer of youth into the adult criminal justice system; ensure that the dispositions of youth cases are in the least restrictive and appropriate environment; reduce and then eliminate racial and ethnic disparities; and reduce the use of confinement in the juvenile justice system by utilizing community-based responses and interventions.

Monterey County is actively planning for the implementation of SB 823 as an opportunity to develop transformative change in the local Juvenile Justice System. In keeping with the spirit of the holistic youth justice model outlined in SB 823, Monterey County plans to develop a comprehensive plan that can address public safety concerns, provide youth with innovative programming focused on rehabilitation, healing, and restorative justice, allow voices of victims and survivors to be heard and considered, and ensure that any out of home placement provides a therapeutic environment.

As Monterey County seeks to enact the mandates and principles of SB 823, it will utilize several cornerstones in program development, such as:

- Improved Youth Outcomes and Enhanced Public Safety: The Probation Department is committed to the philosophy that with the use of data-driven tool and innovative evidence-based programming, in conjunction with the balance of youth development and qualified responses to reduce harm and prevent future delinquent behaviors, Monterey County can provide meaningful improvement in the outcomes of youth under its supervision, prevent further involvement in the Justice System, and enhance the protection of the local community as a whole.
- Trauma Informed Care Approach: Monterey County, the Probation Department, collaborative agencies, and community-based providers recognize the need to focus on understanding and addressing the trauma experienced by many youths, which may have contributed to their delinquency. The implementation of Trauma Based Care within the facilities seeks to build resilience in the youth so they can thrive as individuals. The Department has trained staff in Trauma Informed Care and has developed policies and procedures that support identifying and addressing the trauma youth may have experienced and providing linkages to appropriate services and programs through collaborative partnerships, which could include county agencies, community-based organizations, youth, and families that have been impacted by the justice system, survivors of violence, and other interested stakeholders.
- Comprehensive Reentry to Community and Aftercare Services: Monterey County is
 committed to the idea that successful reentry to the community begins at the time of arrest
 and that the goal of rehabilitation is the successful reintegration of youth to the community.

The Department, collaborative agencies, and community-based programs will begin services during detention and continue through release and aftercare in the community. The Department will seek to ensure that a comprehensive network of evidence-based services and resources are available to support the realigned population and their families in the successful completion of their individualized reentry plan and reintegration to the community.

Evidence-Based Practices and Targeted Interventions

Monterey County and the Probation Department are committed to the development and utilization of effective interventions, practices, and services that are validated and consistent with the tenants of evidence-based practices, with the intent to reduce recidivism; address criminogenic needs; strengthen supportive factors; and increase the likelihood of successful rehabilitation in the youth population.

Monterey County plans to utilize the Youth Assessment and Screening Instrument (YASI), a juvenile risk assessment tool that measures both dynamic and static risk factors, needs, and protective factors in at-risk and juvenile justice-involved youth. This instrument allows for the development of individualized rehabilitation case plans for youth both within the facility and the transition to community supervision during the reentry phase of their program. This tool is currently used by DJJ for their youth population and is validated for the older age group anticipated with realignment.

In addition to use of the YASI in assessing youth and developing appropriate and targeted rehabilitation case plans, the Probation Department utilizes evidenced-based programming and treatment to address the identified needs and risks of the youth population, with the intent of addressing individualized criminogenic needs, strengthening of protective factors, and reducing the risk of recidivism. Examples of evidence-based programming in the Department's youth facilities include Thinking for a Change (T4C), Aggression Replacement Training (ART), Strengthening Families, the Phoenix Curriculum, and the Forward Thinking-Interactive Journaling Program.

The Department utilizes the Commercial Sexual Exploitation Identification Tool (CSE-IT) to screen all youth, an evidence-based identification screening tool used to identify youth that may be at risk for commercial sexual exploitation. Properly identifying the possibility of abuse allows youth to be provided proper services and protections both inside the facility and in the community, through the established protocols and collaboration of a multi-disciplinary team in Monterey County.

In addition to utilizing the CSE-IT, a Commercial Sexual Exploitation of Children (CSEC) education program is facilitated by trained staff within the facilities.

It is anticipated that the Department will work with its collaborative partners to develop and implement additional evidence-based programming in the facilities and that both sworn and non-sworn staff, as well as contracted service providers, will facilitate these modalities to the realigned youth population.

In-custody Supervision

The safety and security of the realigned youth population, as well as the existing youth populations in both Juvenile Hall and the Youth Center is a critical component in the development of an impactful plan to provide rehabilitative services, as youth can only embrace change and thrive when they feel safe and secure. Juvenile Institutions Officers (JIO) will provide this population supervision and guidance in day-to-day activities. These officers are trained in both de-escalation techniques as well as Crisis Intervention Techniques (CIT). Because of the 24/7 staffing needed to safely operate the facilities, (1) Deputy Probation Officer III (program group supervisor) and (1) Deputy Probation Officer, (10) JIO positions, and (6) Probation Aide positions will be added to provide supervision, case management, and delivery of direct and support services to the program. These positions will be phased in over the course of the first three years of operation. Due to anticipated lengths of stay, this population will be wide-ranging in age, and many will reach adulthood while in Probation care. Additional staff positions can provide services and skill building efforts to supplement on-site supports in place, while allowing for a successful transition from juvenile based services to adult based services which can be continued upon release from the facility.

It is further anticipated that with the inclusion of the realigned population to Probation facilities, the tangential work of support staff will increase. This includes additional needs for clerical work and facility maintenance. As a result, (1) Office Assistant and (1) Maintenance position will be added in subsequent years.

Program Case Managers and Aftercare Release Supervision

Based on the high-risk and need levels of the realigned population, dedicated Deputy Probation Officers and Probation Aides will be assigned Juvenile Hall, so that effective programming, management of rehabilitation case plans, and reentry planning and support can be provided to the realigned youth population. Each youth who is committed to the Secure Track Program will receive comprehensive assessments by Children's Behavioral Health, the Probation Department, and collaborative partners for use in the development of a comprehensive rehabilitation plan. Utilizing a multidisciplinary team approach, each individual youth and his/her respective rehabilitation plan will be developed, implemented, and monitored throughout the commitment program. Progress towards rehabilitative goals will be forwarded to the Court for program review and classification.

To facilitate the rehabilitative goals, two Deputy Probation Officers will begin working and building rapport with the youth while in custody and four Probation Aides will be assigned to the program to assist with case management, facilitation of programming, and provide assistance to the multidisciplinary team that will be collaboratively working with these youth.

Behavioral Health-Children's Services

The Juvenile Justice Team of the Behavioral Health Department – Children's Services is the primary provider of behavioral health services on-site. It is anticipated that the agency will provide an array of evidence-based and best-practice group programs as well as assessments and individual therapeutic interventions. The Probation Department continues to explore, develop, and plan for implementation of programs best suited for the realigned youth and it is anticipated that this will be an ongoing process and priority in the County plan. The Monterey County Office of Education oversees the provision of education related mental health services

and there is ongoing communication and collaboration with both agencies regarding youth rehabilitation case plans when those services overlap. Psychological medication management is done in conjunction with Behavioral Health, contracted psychiatrists, and Natividad Medical Center. Behavioral Health will assist in the transition from custody plans related to mental health services post-release, as the majority of these youth will be eligible for services under the Medi-Cal Program or the adult system of care once out of custody.

Collaborative Partners

It is recognized that collaboration has been one of the cornerstones which Monterey County has relied upon to improve juvenile justice outcomes over the past two decades. Collaboration will undoubtably continue to be an indispensable component in the development of impactful services for the realigned youth population. While the Probation Department will have the primary responsibility for the supervision, safety, security, and service delivery to the realigned population, numerous other partners will be significantly involved. The Monterey County Office of Education and local colleges will play a vital part in education services. Natividad Medical Center will provide health care services. The Behavioral Health — Children's Services will provide mental health care, individual and group therapy, as well as facilitation of clinical programming. Additional collaboration with existing service and program providers, collaborative agencies, volunteers, and community-based organizations will be vitally important to bringing the envisioned delivery of services to fruition.

Contracted Specialized Services

While moving forward with the development of the Monterey County plan, the Probation Department recognizes that service gaps will likely be discovered. Having funds available to address these service gaps is a sensible strategy to ensure that youth's needs will be met. The target areas of need will be presented to the SB 823 Subcommittee for consideration.

Contracted Specialized Placement Fund

Monterey County anticipates that certain youth in the realigned population may require specialized care or needs that the Probation Department is not able to offer locally, such as youth with significant mental health needs, female youth, or sex offenders that require

specialized treatment needs that could be better suited in another County's program. These cases, while uncommon, will certainly occur; therefore, it is important to begin to prepare for such a contingency. Contracting with another County will be expensive so maintaining a fund for such circumstances will be critical to avoid impacting local staffing, programming, and service, and to provide assurance to the Courts that all youth have the opportunity and ability to be placed in a program that best suits their needs.

Re-entry Case Planning Supports

As the current average length of stay at the Department of Juvenile Justice is approximately 28 months, Monterey County must plan for similar local commitments from the Court with the realigned population into the future. It is anticipated that will remain similar moving forward with the development of sentencing structures for local commitments. This likelihood will result in youth attaining the age of maturity while in the facility and the Department must plan for their reintegration to the community as adult citizens who are no longer under the care or control of their parents and guardians. For this reason, it is anticipated that there will be a variety of tangible needs required to assist in the reentry of the youth population to the community upon completion of their commitment, including assistance with transitional housing, food, clothing, transportation, and vocational and education supports. As such, Monterey County will need funds to be set aside to provide support in this area, including allocations for the development of contracted services in the community.

Operating Costs

In order to provide appropriate services and achieve the programming goals envisioned for this population, there are likely to be associated operating costs. These costs may include office and field equipment; licensing rights for evidence-based programs and assessments; vehicle maintenance and fuel; training and overtime costs for staff; and future staffing and service cost increases that are anticipated to occur on a yearly basis.

Infrastructure Improvements and Equipment

In order to provide the cornerstone programming goals outlined in the County plan, improvements and additional equipment will be needed. In light of the descoping of the

ongoing Juvenile Hall Project, a high security housing unit, separate classrooms, kitchen, and laundry, support, and dining buildings were eliminated from the project, leaving scarce housing and programming spaces for the realigned population. Additionally, it is anticipated that there will likely be ongoing costs for new programming and recreation activities, safety, and security upgrades to both Juvenile Hall and the Youth Center, home like furnishings, and much more. This category allows for a funding source to be available to address the needs of this population on an ongoing basis.

Data Collection and Analysis

Data collection and analysis is an important aspect of any new program, especially one of the magnitude presented with SB 823. The Probation Department remains committed to having accurate and relevant data upon which informed decisions can be made by the JJCC Subcommittee. To achieve this end, a Management Analyst position will be assigned to focus on this task and provide oversite to help ensure that aspects of the plan are adhered to and followed. A dedicated Probation Services Manager (PSM) will be added and report to the existing Probation Division Director. This manager will help set and enforce program standards, handle personnel matters, act as a community liaison, and perform other administrative duties.

Summary

It is the goal of Monterey County to provide safety and services to the realigned population in order to maximize their success both while committed in Probation's facilities and upon their release to the community. The Probation Department intends to accomplish this goal by utilizing a multidisciplinary approach towards rehabilitative services for youth, reinforcement of the existing culture of Trauma Informed Care and practices within the facility, and expansion of services from collaborative partners. Monterey County is committed to improving youth outcomes, utilizing evidence-based practices, assessments, and programming to meet the needs of the realigned youth population. Probation recognizes that this goal will require regular review and modification to the County plan as available resources and services are developed, located in the community, or identified by the Subcommittee.

THREE-YEAR FISCAL PLAN

The Three-Year fiscal plan represents a first projection for the use of resources needed to serve the Secure Track Treatment population in a safe and productive manner. However, the budgets will be further refined and possibly adjusted each year, as the information about SB 823 solidifies and Monterey County reaches a better understanding of the scale and level of operations, and the needs of the new population.

Year-One represents the beginning of the program, which will be scaled up as new youth are committed to local custody. One (1) Deputy Probation Officer III (DPO) and four (4) Probation Aides will be added to the Programming Units to provide additional support both in custody and in the community upon release, and a 0.5 Psychiatric Social Worker (PSW) II from Behavioral Health for assessment, counseling and individual, group and family therapy. In addition, funding will be prioritized in the area of contracted specialized services, infrastructure improvements and equipment, contracted specialized placement, and operating costs. Existing services will be leveraged, focused, and expanded to ensure that youth receive the services and support they need as outlined in the JJCC Annual Plan. These services and support are anticipated to grow as funding increases in Year-Two and Year-Three.

Year Two will build upon Year-One investments and act as a bridge to the fully enacted plan in Year Three and will focus on ensuring adequate unit supervision. Six (6) Juvenile Institution Officers (JIO) will be added in anticipation of population growth and opening of a second wing to house the realigned population. One (1) additional DPO II will begin to address reentry and post-release supervision in the community, and one (1) Maintenance position will be added to manage the ongoing facility needs with the increase in population due to local commitments. One (1) Management Analyst will be added to expand existing data collection and analysis efforts required under SB 823 mandates. The BH PSW II will be increased to a 0.75 position. Increased investments will be added to the categories of contracted specialized placement, contracted specialized services, infrastructure improvements and equipment, and operating expenses.

Year Three will represent the fully enacted program. Additional staffing will include one (1) Probation Services Manager (PSM) to manage the program and supervise the added staff, four (4) additional JIOs to maintain mandated supervision ratios and safely coordinate all activities within Juvenile Hall, two (2) additional Probation Aides for the Programming Units to provide additional support both in custody and in the community upon release, and one (1) Office Assistant will support the increase in program activities and ancillary responsibilities.

The PSW II will be increased to two (2) full positions to expand behavioral health services and cognitive-based interventions.

SB 823 THREE-YEA	R DRAFT BUDGET							
		FY 2	FY 2021-22		FY 2022-23		FY 2023-24	
	Total Services							
Type of Service	Description	Units	Total	Units	Total	Units	Total	
Probation/Health Staffing	County Employees							
	Probation Services Manager	0	-	0	-	1	253,394	
	Deputy Probation Officer III	1	197,392	1	203,314	1	209,413	
	Deputy Probation Officer II	0	-	1	193,424	1	199,226	
	Juvenile Institutions Officer II	0	-	6	1,006,092	10	1,727,124	
	Probation Aide	4	399,068	4	411,040	6	635,057	
	Management Analyst II	0	-	1	165,843	1	170,819	
	Officer Assistant II	0	-	0	-	1	93,988	
	Maintenance Personnel	0	-	1	94,928	1	97,776	
	Psychiatric Social Worker II	0.5	63,664	0.75	95,745	2	261,651	
	Total:	5.5	660,124	14.75	2,170,386	24	3,648,448	
	Total Staffing Cost		660,124		2,170,386		3,648,448	
Health Costs	Labs and non-Natividad Medical services	2	24,000	4	50,400	6	79,380	
Youth Support	Meals, Clothing & Personal Care items	2	8,000	4	16,800	6	26,460	
Assessment	Assessment and Evaluation Application/Training for Staff	1	50,000	1	7,500	1	7,875	
Staff Training	Specialized placement - sworn Probation FTE	7	35,000	10	50,000	10	50,000	
ERP Costs	County Wide Infrastructure per Probation FTE	5	3,685	14	10,318	22	16,214	
Operating Expenses	Other Special Dept Expenses	1	50,000	1	50,000	1	50,000	
Contracted Specialized	Counseling, MH Rehab, Linkage, Substance		450,000		200,000		425.000	
Services	Abuse, Crisis intervention, etc.	1	150,000	1	300,000	1	435,000	
Contracted Specialized Placement	Placement (Place holder Cost/# of Youth is TBD - estimate is \$685 per day per bed)	0		1	250,000	2	500,000	
· idealiest	Total Services & Supplies Cost		320,685		735,018		1,164,929	
	Grand Total Cost:		980,809		2,905,404		4,813,377	
	State Proposed Funding @3/2021		980,809		2,905,404		4,813,377	

PART 1: SUBCOMMITTEE COMPOSITION (WIC 1995 (B))

Subcommittee members, agency affiliation where applicable, and contact information:

Agency	Name and Title	Email	Phone Number				
Chief Probation Officer	Todd Keating, Chief	keatingt@co.monterey.ca.us	(831) <i>755</i> -3913				
(Chair)	Probation Officer						
District Attorney's	Jeannine Pacioni	pacionij@co.monterey.ca.us	(831) 755-5470				
Office Representative	District Attorney						
Public Defender's	Susan Chapman,	chapmanse@co.monterey.ca.us	(831) 755-6424				
Office Representative	Public Defender						
Department of Social	Lori Medina, DSS	medinal@co.monterey.ca.us	(831) 755-4430				
Services Representative	Director						
Department of Mental	Lucero Robles, Acting	roblesl@co.monterey.ca.us	(831) 755-4509				
Health	BH Bureau Chief						
Office of Education	Deneen Guss, MCOE	dguss@montereycoe.org	(831) 755-0301				
Representative	Superintendent						
Court Representative	Larry Hayes, Juvenile	hayesl@monterey.courts.ca.gov	(831) 775-5400				
Court Representative	Presiding Judge						
Community Manager	Beth Wilbur, CASA	beth@casaofmonterey.org	(831) 455-6800				
Community Member	Executive Director						
	Robin McCrae	rmccrae@chservices.org	(831) 658-3811				
Community Member	Community Human						
Commonly Member	Services Executive						
	Director						
	Deborah Carrillo,	dcarrillo@tpocc.org	(831) 758-9421				
Community Member	Turning Point Program						
	Administrator						
Additional Subcommittee Participants							

PART 2: TARGET POPULATION (WIC 1995 (C) (1))

Briefly describe the County's realignment target population supported by the block grant:

The realigned population in Monterey County consists of youth 14 years of age or older, who have been adjudicated for an offense listed in WIC 707(b) and would have previously been eligible for commitment to the State's Division of Juvenile Justice (DJJ).

The youth served in this population are anticipated to be some of the county's highest needs youth and those who have been found unsuitable for a less restrictive alternative disposition by the Court. Jurisdiction of this population may be up to the age of 23 years, and up to the age of 25 years, depending upon the disposition ordered by the Juvenile Court.

Youth released from DJJ over the past five years statewide stayed, on average, 28 months in the commitment program. Given this average, and the likelihood that many of the realigned youth will exit the juvenile justice system at an adult age, targeted rehabilitation efforts during detention and comprehensive reentry planning is paramount to the youth's success.

Some of the realigned population may be absorbed within the existing local infrastructure and programs available to the court, with some modifications and enhancements, i.e., Juvenile Hall, Youth Center, and Probation supervision in the community, while the most serious offenders posing higher needs may be committed to a Secure Youth Treatment Facility as outlined in WIC 875(a).

Demographics of identified target population, including anticipated numbers of youth served, disaggregated by factors including age, gender, race or ethnicity, and offense/offense history:

Based on current Monterey County commitments to DJJ, most of these youth are Hispanic males, between the ages of 17-19, with sustained violent WIC 707(b) offenses. Many have documented affiliation with criminal street gangs and/or limited supportive systems within their home or community.

Monterey County plans to develop evidence and strength-based programs that meets the therapeutic treatment and criminogenic needs of this population during their commitment

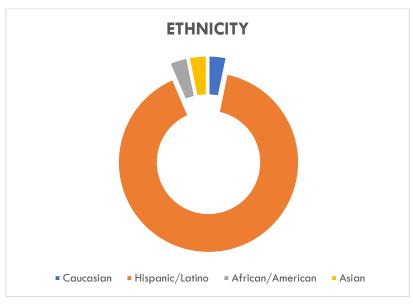
period and develop comprehensive reentry case plans that utilizes the wide range of available services from collaborative agencies, community-based organizations, and stake holders to ensure successful reintegration to the community.

Another significant high-needs group is comprised of sex offenders. It is anticipated that Monterey County may seek to contract locally for specialized services for sex offenders, to maximize their opportunities for group-based services and programs or seek out placement in a regional contract with another County that may be able to provide appropriate services to those offenders that may require a higher level of treatment.

Currently, there is only one female committed to DJJ from Monterey County. Based upon historical commitment data, it is believed that Monterey County has the necessary amount of living space available and appropriate programming to accommodate this realigned population.

Total Current Commitments - as of March 1, 2021 (including one pending transfer): 31

Ethnicity



ETHNICITY DETAIL

Caucasian: 1

Hispanic/Latino: 28

African/American: 1

Asian: 1

Pacific Islander: 0

Offenders by Age

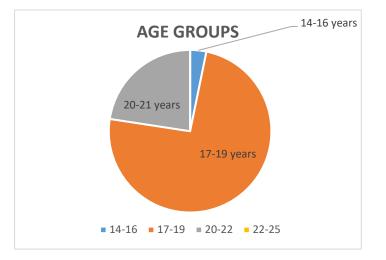
Age Groups

Age
$$14$$
 to $16 = 1$

Age
$$17-19 = 23$$

Age
$$20-21 = 7$$

Age
$$22-25 = 0$$



Offenses

Offenses committed by Monterey youth committed to DJJ consist of two main categories: sex crimes and violent crimes, the latter being predominant. These two populations' needs, as well as risk and protective factors, are quite different, and will require targeted interventions and specialized programs. Further, individual assessments and rehabilitation case plans will guide interventions and programs tailored to the individual offender.

Sex Crimes: 4

Lewd Acts w/Minor: 1

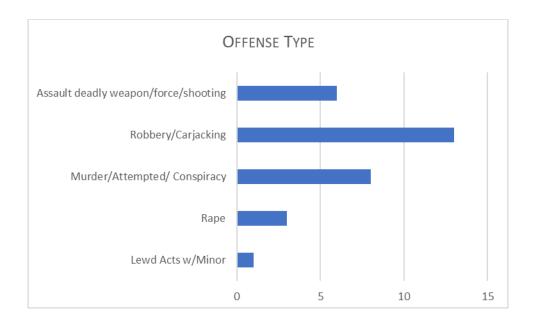
Rape: 3

Violent Crimes: 27

Murder/Attempted/Conspiracy: 8

Robbery/Carjacking: 13

Assault Deadly Weapon/Force/Shooting: 6



Describe any additional relevant information pertaining to identified target population, including programs, placements and/or facilities to which they have been referred.

This population has the highest level of risk of recidivism and highest needs in the juvenile justice system. Specific individual needs will be identified through a validated assessment to be tailored to each individual and become the basis of their rehabilitation case plan.

Many of the realigned youth committed to DJJ in Monterey County have histories of out of home placement, mental health needs, and common criminogenic needs, such as antisocial peers and anger management issues. Further, many of the youth committed to DJJ in the past have been unsuccessful in a range of less restrictive placements and programs, which led to their eventual commitment to DJJ by the Court. The Probation Department is committed to the development and implementation of targeted services and interventions that can identify barriers to success, establishing meaningful case goals and working with youth and collaboratives and community-based organizations to support achievement, and improve youth outcomes by promoting positive behavior change and long-term success.

The Probation Department anticipates the development of additional programs that incorporate Moral Reconation Therapy (MRT), cognitive behavioral interventions and therapy, and anger management. Further, it will require expanded vocational, educational, and occupational programming aimed at developing behaviors and skills that can be utilized upon reentry to the

community, with continued engagement and support from probation staff and appropriate community-based organizations. It is further anticipated that collaborative agencies, such as Children's Behavioral Health, will expand their services to provide individualized and group therapy, as well as facilitate programming and participate in multi-disciplinary team meetings to provide case management and support to the realigned youth population.

Continuum of Care

The Probation Department currently provides an array of lower-level interventions to youth in the community or in the juvenile justice system, prior to any Court involvement or long-term custodial commitment such as that envisioned in SB 823.

Graduated responses are used to reward the growth of sustainable pro-social behaviors and skills and to deter, through imposition of consequences, risky behaviors and non-compliant behaviors. These interventions include accountability, risk control, treatment responses and rehabilitative programs. A successful and consistent graduated response approach will ensure that incentives and sanctions are derived from best practices and implemented consistently across staff and cases, while at the same time helping staff focus case plans on the most important strengths and needs for each youth. Developing a successful response process provides incentives that: (1) can be implemented in a timely fashion; (2) are developmentally appropriate; (3) are integrated with other aspects of the supervision process; (4) can evolve as behaviors change; and (5) provide proportional incentives that gradually shape the desired behaviors.

These interventions seek to address four key issues: community protection, reparation of harm, programs and services to address criminogenic needs, and development of youth's competencies. They include, from the least to the most restrictive:

- Probation-coordinated prevention services
- Probation-managed diversions
- Court sanctions without wardship
- Interventions under Court wardship
- Local Custody

The use of these interventions is a key component of Probation's balanced approach to addressing negative youth behaviors and has helped to reserve Court involvement and terms of incarceration for only the most serious matters. The Probation Department will continue to explore opportunities to expand the continuum of diversion programming to improve system outcomes and focus on intervention strategies that reduce delinquency for youth at significant risk for serious reoffending in the community.

Prevention

The Silver Star Resource Center (SSRC) is a multi-agency collaborative of government agencies and community-based organizations working to reduce risk factors that precipitate youth entering the juvenile justice system by addressing risk factors that increase the likelihood of delinquent behaviors. These risk factors are measured in five domains: Family, Community, School, Individual, and Peers. SSRC offers a "one-stop shop" for youth and families with children between the ages of 6-21 who are experiencing difficulties in the areas of gang involvement, substance abuse, truancy, employment, mental health or family conflict. The goal of the program is to increase opportunities for academic achievement, attain employment skills, promote overall health and welfare, and decrease gang involvement by providing early prevention services to youth and families.

Diversion

The Juvenile Division is responsible for processing all juvenile offenders referred and cited by law enforcement agencies to the juvenile justice system in Monterey County. Each citation and referral are reviewed for a determination as to the most appropriate action to be taken. A significant number of youth referred to the Probation Department are diverted from penetrating deeper into the juvenile justice system so that they can receive services and make restitution to any victims without formal prosecution or formal court record of the offense.

These diversions may include participation in Restorative Justice, Merchant Accountability Panel (MAP) meetings, and Informal Probation with a contract. Examples of alternative interventions can be community service hours, behavior contract, referrals to a community-based behavioral health service or community-based program that can appropriately assist the

youth and their families in identifying and addressing negative behaviors, and school-based services. The goal is to address the youth's problem at the lowest level of intervention and provide referrals to support programs as appropriate.

Low-level Court Interventions

When necessary, the youth's case is referred to the District Attorney for filing of a court petition and the matter is decided by the Juvenile Court. Low level responses determined by the Court include Informal Probation under WIC 654.2, Probation without wardship under WIC 725(a), and, in certain cases including some felony offenses, Deferred Entry of Judgment (DEJ), under WIC 790, a grant of probation between 12 and 36 months with opportunity for petition dismissal and sealing of the juvenile record.

Court Wardship

The Probation Department adheres to a philosophy of utilizing graduated responses for youth who may struggle to adhere to behavior expectations or those who fail to follow Court imposed conditions of their supervision to make certain that the response to negative behavior is commensurate with the behavior causing the violation; and to provide a variety of non-detention options to staff that address risk, public and victim safety, and the severity of the violation. It also allows the youth to continue working toward the satisfactory completion of probation conditions while remaining in the community. This ensures that a youth is maintained at the least restrictive level of supervision consistent with public safety.

The continuum of graduated responses is a system with a wide range of accountability-based, structured and incremental responses coupled with rehabilitative programs that address underlying family, school, peer group, and individual risk factors that are most likely to produce change in offenders.

Community Supervision

Community supervision is a set of programs that provide for probation supervision of juvenile wards in their local community instead of placing them in a secure facility.

During the probationary period, youth are directed to complete programs designed to address their criminogenic needs, encourage accountability, and repair damage done to victims or to the community.

Through a collaboration with local school districts, Deputy Probation Officers have also been assigned to various schools to supervise minors on probation, respond to reports of criminal activities and intervene in case of emergencies or crisis situations, provide supportive services to school personnel in the area of delinquency prevention and diversion, and to monitor and facilitate school attendance.

Silver Star Youth Program (SSYP) at Rancho Cielo

Officers can also refer youth for services available at the Probation Department's Silver Star Youth Program (SSYP) located at, and in collaboration with, the non-profit Rancho Cielo, Inc. in Salinas for services and programming. The Probation Department provides supervision, case management for students involved in the juvenile court, meals and transportation, while the Monterey County Office of Education (MCOE) provides teachers and classroom aides for Rancho Cielo's Community School. Behavioral Health also provides mental health services to all students at Rancho Cielo. Rancho Cielo's own programs include the Youth Corps, the Construction Academy, the Drummond Culinary Academy, Agriculture Vocational Training, and the Transitional Housing Village.

Therapeutic Courts

The juvenile therapeutic court model recognizes that some criminal offenses may be linked to specific factors such as substance abuse, mental health illness or dual diagnosis, and sexual misconduct. Goal of these courts is to identify and support the needs of youth involved with the justice system using a treatment approach. In Monterey County, there are three collaborative courts for juveniles: 1) Juvenile Drug Court Program; 2) Collaborative Action Linking Adolescents (CALA), a Mental Health Court, and 3) Juvenile Sex Offender Response Team (JSORT) for juvenile sex-offenders. JSORT is a collaborative, multidisciplinary program that intervenes at the initial stages of inappropriate sexual behavior, links all county agencies involved with juvenile sex offenders, and provides specialized therapy and treatment.

Wraparound Program in Lieu of Formal Placement and Removal from Home

Wraparound was developed to provide the Juvenile Court with a sentencing option alternative to out-of-home placement and is designed to provide a comprehensive program of intensive supervision, support services, and assistance to minors in jeopardy of being removed from parental custody, centered around their family or support system.

Placement

Placement is a court order for the foster care placement of youth in an out-of-home setting, such as a resource family home, transitional housing, or Short-Term Residential Therapeutic Program (STRTP).

Home Supervision and Electronic Monitoring

The Home Supervision Program functions as a sanction and alternative to detention in Juvenile Hall for youth adjudicated or pending adjudication by the Court. The Court releases these youth to the supervision of the program at home, in lieu of custody, when determined to be in the youth's rehabilitative interest and in the interest of the public's safety. Electronic monitoring might also be used during the program.

Local Custody

Youth determined by the Court to require continued detention can be committed by the Juvenile Court to a local custodial commitment program in Juvenile Hall or the Youth Center facilities, serving a portion of that time in custody and the remainder of the time on in the Temporary Electronic Monitoring Program (TEMP) or supervised aftercare release supervision in the community. These youth are composed primarily of those who, because of their level of delinquent behavior and risk to reoffend, have been determined by the Court require incustody service provision and supervision.

Monterey County operates distinct custodial programs on two separate campuses:

<u>Juvenile Hall</u>: Juvenile Hall is a secure detention facility for youth who fall under the jurisdiction of the Juvenile Court. Youth detained at Juvenile Hall are alleged to have committed a law

violation and are detained for the protection of themselves and/or the community or are serving a short-term Juvenile Court-ordered commitment. The Juvenile Hall program is structured to provide individual and group activities, behavioral health treatment, and a well-balanced school program. All youth booked into Juvenile Hall are screened for risk factors associated with Human Trafficking (HT)/Commercially Sexually Exploited Children (CSEC), suicidal/self-harming ideation through the MAYSI-II, sexual abuse through the Prison Rape Elimination Act (PREA) questionnaire, and a general health assessment is made.

Youth Center: Located in Salinas, the Youth Center is a structured commitment program for males. The Youth Center works collaboratively with on-site providers to ensure each youth successfully completes his commitment and makes a smooth transition into the community. Facility staff continuously strive to rehabilitate youth by providing targeted resources and interventions to assist youth in rehabilitation and reintegration to the community. Youth are provided with evidence-based services while participating in the program, are linked to ongoing services with outside service organizations, participate in an educational programming, and receive behavioral health services.

PART 3: PROGRAMS AND SERVICES (WIC 1995 (C)(2))

Provide a description of the facilities, programs, placements, services and service providers, supervision, and other responses that will be provided to the target population:

FACILITIES

While both juvenile institutions operated by Monterey County Probation will be utilized for this population, Juvenile Hall will be designated as the Secure Youth Treatment Facility (SYTF), while the Youth Center may serve as a less restrictive step-down placement option available to the Court pursuant to WIC 875(f) (1).

The immediate goal is to improve upon existing programming and services available in the community and at each institution to accommodate a significant portion of the realigned population without having to resort to a Secure Youth Treatment Facility outside Monterey

County. A longer-term goal will be to develop a specialized Secure Youth Treatment Facility within Monterey County, either with modifications to existing institution(s) or new construction.

Juvenile Hall (JH)

The new 80-bed facility is laid out in a campus-style design with a centralized recreation yard surrounded by housing units and support buildings. The two main housing units are 30-bed medium security units with both single and double rooms, separated into two distinct units, each containing a connecting dayroom and shower area, surrounding a central multi-purpose room, staff support spaces, and outdoor recreation areas. Additionally, a (20) bed dormitory unit with a dayroom and programming space is available for minimum security youth.

Facility program services space is available for religious services; counseling; substance abuse classes; group counseling; mental health evaluations; and other evidence-based programs to reduce recidivism throughout the facility, utilizing dayroom and/or multipurpose room space in the housing units, classrooms and gymnasium spaces in the education building, as well as the visitation area in the administrative building for program delivery. The educational building consists of four classrooms, gymnasium, teacher resource room, educational offices, and staff support areas.

To facilitate the Department's abilities and efforts to provide appropriate programs and services, the facility will seek evidence-based programs that will address identified risk and needs to better service the youth population, including the use of a youth assessment and screening instrument to assess risk, needs and protective factors in each youth committed to the facility, as well as an institutional case plan with identified and targeted interventions. The Department further plans to expand rehabilitative programming and opportunities available for youth, including transitional reentry services for youth exiting the facility. These programs are intended to assist in the reduction of recidivism, preparing the youth and their families for reintegration back to the community, and the continuation of appropriate services through community-based organizations and collaborative agencies.

Youth Center (YC)

The Monterey County Youth Center is a local secure residential, treatment facility and aftercare program designed for Monterey County Juvenile Court wards, rated as a camp. The Youth Center is comprised of four dormitories with a total capacity of 60 male residents. The program's cognitive behavioral approach is focused on building trusting relationships with positive adult role models (staff), developing better decision-making skills and learning strategies to reduce anger by attending group and individual counseling sessions along with receiving substance abuse, mental health and educational services.

Rehabilitation opportunities are offered in collaboration with other County agencies and departments, as well as private and business sectors of the community. The Youth Center's environment is designed to address anti-social/illegal behavior and thinking patterns in youth while promoting acceptance of personal responsibility, increasing self-awareness, enhancing resilience and personal coping mechanisms, and encouraging pro-social attitudes and behaviors.

The Aftercare/Re-entry portion of the program is spent in the community and can last from six to twelve months. All residents are placed on electronic monitoring when they first start aftercare. The goal of re-entry is to transition the youth successfully back into their family and the community through supervision, connection to resources and continued therapeutic treatment and support.

PROGRAMS

Monterey County is dedicated to the implementation of evidence-based programming that targets youth motivation, addresses identified criminogenic needs, develops strengths and prosocial skills, and is responsive to the needs of the realigned youth population. Specialized services to support the needs of youth with disabilities, mental health issues, learning challenges, or trauma-based concerns will be identified and addressed through a comprehensive rehabilitative case plan that is developed by a collaborative multi-disciplinary team. It is hoped that utilizing collaborative agencies and family members in the comprehensive rehabilitation plan developed for each youth will facilitate positive change,

break down barriers to change, strengthen supportive roles in the family and community, and provide a continuum of care and services for the youth upon return to the community during the reentry process.

Monterey County will continue to seek out innovative and impactful programming to meet the rehabilitative needs of this population, including the continued development of culturally relevant programming, expanded educational and vocational programming, and implementation of robust and innovative re-entry services for youth with the assistance of community providers and collaborative agencies. The County will further continue development of programming to address the needs of the LGBTQI population under care with the assistance of collaborative agencies.

Programs currently being offered by the Probation Department and its partners within the juvenile institutions address multiple areas of need, such as: educational/vocational, cognitive behavioral therapy (CBT), counseling, support services, prosocial activities and life and family skills, education in the areas of drugs, sex, and parenting, gang prevention, and reentry.

Below are the programs currently offered in Probation's juvenile institutions:

Thinking for a Change (T4C): Thinking for a Change (T4C) is a cognitive—behavioral curriculum developed by the National Institute of Corrections that concentrates on changing the criminogenic thinking of offenders. T4C is a cognitive—behavioral therapy (CBT) program that includes cognitive restructuring, social skills development, and the development of problem-solving skills. T4C stresses interpersonal communication skills development and confronts thought patterns that can lead to problematic behaviors. The program has three components: cognitive self-change, social skills, and problem-solving skills. Lessons on cognitive self-change provide participants with a thorough process for self-reflection concentrated on uncovering antisocial thoughts, feelings, attitudes, and beliefs. Social skills lessons prepare participants to engage in prosocial interactions based on self-understanding and awareness of the impact that their actions may have on others. Finally, problem-solving skills integrate the two other components and provide participants with a step-by-step process

to address challenges and stressful situations they may encounter. The T4C curriculum is administered by staff from both Probation and California Youth Outreach (CYO).

Aggression Replacement Treatment (ART): ART is a cognitive-behavioral program administered by Probation and Behavioral Health staff to groups of juvenile offenders. ART has three main curriculum components—Structured Learning Training, which teaches social skills; Anger Control Training, which teaches youth a variety of ways to manage their anger; and Moral Education, which helps youth develop a higher level of moral reasoning. Using repetitive learning techniques, offenders develop skills to control anger and use more appropriate behaviors. In addition, guided group discussion is used to correct antisocial thinking that leads to problem situations.

<u>Art Therapy:</u> This Art Therapy Program managed by Probation staff allows for participants to express their creativity while gaining practical experience in patience, perspective, and nonjudgmental acceptance; all while having fun.

<u>Culture- Beliefs, Customs, & Capabilities:</u> Culture- Beliefs, Customs, & Capabilities is a prosocial Probation program which aims to address the questions surrounding who we are and why do we do the things we do. By addressing cultural questions and customs, participants can better understand the history and reason why various cultures believe and act in the ways they do. Culture- Beliefs, Customs, & Capabilities aims to provide insight into who we are while understanding how we are all connected.

<u>Education:</u> MCOE's Alternative Education Program provides mandated, compulsory public education services for juvenile offenders in custody, who are under the protection and/or authority of the county juvenile justice system, in a supportive school environment that focuses on increasing academic and prosocial behaviors and skills, while also providing functional life skills instruction. MCOE offers:

- Highly qualified teachers
- Individual assessment to determine student academic skill levels and graduation requirements

- Standards-based middle school & high school curriculum for grades 7th through 12th
- WASC-Accredited High School diploma & Middle School promotion certificate
- Safe, structured, small classes with low student-to-teacher ratio
- Career Technical Education courses & College & Career placement support
- Access to technology
- Transition Support & Plans for students returning to home districts, MCOE Alternative Programs, or other educational placements

<u>Fresh Lifelines for Youth (FLY):</u> This program is implemented through a partnership with the homonymous award-winning nonprofit and is administered by trained Probation staff. FLY combines legal education, leadership training, and mentoring programs with pro-social events and community and systems collaboration to increase youth's knowledge of the law, increase social-emotional learning and inspire youth to change their behaviors, and build confidence to help make that change possible.

<u>Forward Thinking – Interactive Journaling</u>: Forward Thinking is a cognitive-based interactive journaling program, administered by trained Probation staff, that helps youth involved in the criminal justice system in making positive changes to their thoughts, feelings, and behaviors. Through the journals, youth will be able to determine where they are, figure out where they want to go and how to get there. Journal topics include: "What Got Me Here?", "Responsible Behavior", "Substance Using Behaviors", "Family", "Handling Difficult Feelings", "Relationships and Communication" and "Victim Awareness."

Healthy Competition: Pro-Social Activities for Teens: Healthy Competition: Pro-Social Activities for Teens is a program that promotes positive peer interaction. Engaging in Healthy Competition: Pro-Social Activities for Teens helps youth improve their communication skills, teambuilding, and good sportsmanship. This program will increase their patience, self-discipline, and cooperation with others. Youth learn to work together as they overcome obstacles throughout the game. Together, they will be able to increase their problem-solving skills and challenge themselves in a new and positive way. Healthy Competition: Pro-Social Activities for Teens provide the opportunity for youth to engage in different pro social activities.

Job Training and Skill Development Program: The Job Training and Skill Development Program delivered by Probation staff is designed to provide youth with the knowledge and fundamentals needed in order to obtain employment. This program allows the youth to develop their strengths, self-confidence, and skillset in order to successfully achieve employment upon release. The program covers concepts such as: how to professionally pick up and drop off a job application, how to properly fill out a job application and how to interview for a potential job opportunity. The program focuses on teaching the youth proper communication skills, self-confidence, and professionalism. The course provides hands-on learning by providing youth the opportunity to role-play different phases of the employment process, such as application and resume exercises, mock interviews, and a career day presentation. The course is designed to be taught in eight, one-hour, sessions.

The Knights of the Square Table: Probation staff utilize the game of chess to help young people learn to concentrate, think logically, overcome obstacles, spot patterns, and categorize information. It also helps with the development of problem-solving skills, planning, patience, focus of thought and self-discipline; all while fostering healthy competition. Knights of the Square table offers participants the opportunity to challenge themselves and their peers in a game of wits and focus.

Monterey County Behavioral Health: Juvenile Hall is staffed with a full-time therapist that meets and evaluates residents on an individual basis. Behavioral health offers various services to the youth in custody; these resources are as follows: Information and education; Screening and assessment; Individual, group and family counseling; Case management; Social and life skills groups; Family support groups; Medication evaluation and treatment; Residential treatment; and Referrals to community resources. Minors can request to speak with a therapist during business hours. Staff also can submit a mental health referral on the minor's behalf if they feel that the minor would benefit from behavioral health services. Aside from the various services provided to the youth in custody, Monterey County Behavioral Health also provides training and informational sessions to staff. These sessions aid staff in their day-to-day interactions with the minors while also maintaining and environment focused around trauma informed care.

Om Ohm Aum: Self-Reflection Program: The Om Ohm Aum: Self-Refection program delivered by Behavioral Health staff focuses itself around three distinct components: awareness, understanding, and meditation. Program participants start each session with a meditation exercise aimed at helping individuals focus on their present rather than their past or future. This program aids individuals in processing emotions and understanding the underlying reasons for their emotional responses. Aside from various mindfulness exercises, the program addresses appropriate communication skills, accountability, anger management, substance abuse education, and understanding their thoughts/actions. Om Ohm Aum aids in the understanding of the basic cognitive skills needed for a successful transition out of custody.

Short Stories for Teens: This Probation-managed program allows for readers to dive into different literary works and uncover the meaning behind the words. Participants not only their practice reading and comprehension skills, but they also participate in open discussions and various topics. These discussions help develop healthy communication skills while in a group setting. Short Stories for Teens offers participants perspective into the way others view the world and how words on a page can convey a message far greater than what was written.

<u>Paternity Education:</u> Monterey County Child Support Services provides information to youth regarding the costs associated with being a parent. This program offered minors insight into enhancing the well-being of children and the self-sufficiency of families by providing professional services to locate parents, establish paternity and establish and enforce orders for financial and medical support. Paternity Education rotates between housing units on a biweekly basis and all minors housed on that unit are offered the opportunity to attend the sessions.

Strengthening Families: Partners for Peace (P4P)'s mission is to build strong families for a peaceful community by strengthening the family unit, improve communication, and promote healthy development of youth. P4P provides intervention services to families in need of support. P4P offers The Strengthening Families Program, an 8-week family education classes for parents and youth 10-14 in English and in Spanish. Youth and their families participate in this program to rebuild the family dynamic. Juvenile Hall currently offers P4P a meeting space to facilitate their sessions.

<u>Planned Parenthood:</u> Quality sex education taught by trained educators covers a wide range of topics, including relationships, decision making, condom negotiation, gender identity, body image, birth control, and sexually transmitted infections (STIs). When people receive quality sex education, they explore their values and beliefs about sex and relationships while also gaining skills to navigate relationships and manage their own sexual health. Planned Parenthood offers the youth in custody a means to learn about sexual education in an engaging and interactive way. Planned Parenthood also allows participants to choose the topics covered in each session. Planned Parenthood rotates between housing units on a biweekly basis and all minors housed on that unit are offered the opportunity to attend the sessions.

<u>Phoenix Curriculum:</u> The Phoenix Curriculum administered by Probation staff is centered around life lessons and self-exploration, aiding youth in the analysis of change. In this program, youth learn the reason they make some of the life choices they make and how those choices can impact their life. This program allows youth to work directly with staff to identify how ready the individual is for change while discussing the various stages of change.

Preparing Adolescents for Young Adulthood (PAYA): The purpose of the PAYA program is to enhance the youth's ability to make a successful and smooth transition into adulthood. The PAYA program is designed to address the fundamentals of independent living. The curriculum focuses on concepts such as, managing money, social skills, personal care, housing, employment, transportation, education and much more. The program provides hands on learning by providing real life scenarios that the youth may encounter as they prepare for young adulthood. This program administered by Probation staff assists youth in developing their strengths, self-confidence, and the skillset to become a self-sufficient young adult.

<u>Positive Insight:</u> Probation staff is managing this program, which allows the minors to explore the world outside of their neighborhood through films, videos, and documentaries. Some of the films/videos introduce topics of history, geography, and science. While others demonstrate teamwork, ethics and integrity, and individuals overcoming adversity. These films/videos are presented to motivate, inspire, and positively influence youth through the film's message through group dialogue.

Restorative Justice: The Victim Impact Program is a program that teaches youth, how a crime, like burglary, effects a victim. Some may not even realize what a victim feels or experiences after they are victimized. Under the guidance of the Restorative Justice Partners (Victims or Survivors) learn to talk about what they've experienced and their recovery process. The crimes discussed within this program range from property crimes all the way to homicide. On average, Restorative Justice provides two Victims/Survivors to present their experiences to incustody youth per month. These presenters are willing to share with youth their story and what it is like to survive crime from their perspective.

The Teenage Brain: The Teenage Brain is a drug education program provided by Probation staff. The program focuses on many of the areas of concern facing today's youth. This series allows youth to engage and better understand why they make certain decisions while also gaining insight on the potential dangers surrounding drugs and alcohol use. The video prompted lessons are titled, Social Skills for Life: managing strong emotions; Blow-Ups and Rage: learning to manage your anger; It's Never Too Late: stopping teen suicide; Addiction and the Teenage Brain; Marijuana and the Teenage Brain; Cocaine and Heroin: still here, still deadly; Rushing, crashing, dying: the meth epidemic; Vaping: more dangerous than you think; The Ten Signs of Relationship Abuse, etc. Each of these lessons allows youth to engage in open discussions regarding the various topics while better understanding similar and differing thoughts on the subject matter.

<u>CSEC - PROTECT Program</u>: This program, administered by Probation and three community-based organizations, provides human trafficking prevention education to youth to prevent the potential exploitation of children, utilizing youth friendly approaches to the curriculum vetted for a classroom. This program teaches youth the signs and tactics of traffickers so they can protect themselves and others from victimization, recognize when a child is at-risk of being trafficked, and how to connect to the resources they need. PROTECT fosters an ongoing conversation and establishes a system of protocols within Monterey County to protect children from exploitation.

<u>T.H.E. Program by Unchained</u>: The Training & Humane Education (T.H.E.) Program by Unchained fosters empathy, respect, and responsibility in youth through the human-animal

bond. Through its Canines Teaching Compassion program, the program teaches youth how to train homeless dogs in basic skills, manners, and socialization, helping the dogs be adopted into permanent homes. The youth develop values of patience, respect and responsibility for themselves and others, through the trust and relationship-building with their dogs.

<u>Family Therapy Group Counseling</u>: Conducted by Behavioral Health staff at the Youth Center, weekly therapy sessions between youth and their families are conducted to address any issues that may be contributing to instability in the family unit or contributing to negative behaviors and delinquency.

<u>Cuidate:</u> This Health Department program offers small group culturally based intervention to reduce HIV sexual risk among Latino youth. It is a 60-minute module to prevent sexually transmitted diseases. The participants watch videos, listen to music, role play, have interactive games, and hands on practice pertaining to safe sex.

Mr. Bunn's Secret Garden Horticulture Program: From his vast legacy of sustainable agriculture in the Salinas Valley, youth learn from a local provider about how to grow vegetables and plants, including the life cycle of plants, negative impacts of pollution, and how to contribute in a meaningful manner to their community. Gardening boxes in the facility allow youth to have a hands-on experience of horticulture and develop a sense of pride in seeing their accomplishments "bloom."

<u>Turning Point Employment Program</u>: This program allows youth to be exposed to tangible employment skills, resume writing, and interview techniques in preparation for entering the workforce. The program continues into the Aftercare phase of the Youth Center Program, allowing youth to receive assistance in employment opportunities in the community.

R.E.A.D.Y Program: The R.E.A.D.Y. Program, provided by California Youth Outreach (CYO) is designed to support youth and their parents as the youth transition to home and community for the Youth Center and Juvenile Hall. An Individual Service Plan (ISP) is developed based on assessments, probation mandates and individual client goals. The ISP services suitable to the client's needs and values with resources and opportunities in order to comply with probation

and successfully discharge. This program is available for moderate to high-risk male juvenile offenders, ages 13-18, with a focus on those that are within 60 days from being released from Juvenile Hall and the Youth Center. Youth are able to sign up for this program and staff can also refer a minor to the program if they believe that a youth would benefit from this intervention method.

<u>Pre-Release Group/Aftercare Preparation</u>: Facilitated by Probation Officers at the Youth Center and Behavioral Health staff, the group meets on a weekly basis with youth that are approaching release to the community to assist with successful reintegration to the family unit. The group provides assistance in transitioning from the secure facility to aftercare services and link youth with community resources to assist in their reentry plan.

PART 4: JUVENILE JUSTICE REALIGNMENT BLOCK GRANT FUNDS (WIC 1995 (3)(A))

Describe how the County plans to apply grant funds to address the mental health, sex offender treatment, or related behavioral or trauma-based needs of the target population:

Probation will partner with the Behavioral Health Bureau (BH) – Children Services to initiate or expand mental health services, substance abuse education and treatment, and juvenile sex offender treatment programs currently offered to youth through BH Children Services. BH has implemented trauma-based practices in all facility operations and intake assessments to identify and address trauma in youth.

As many of these youth suffer from mental health disorders, trauma, environmental stressors, and family instability, Monterey County is committed to the development of a trauma-informed approach in the provision of programming and services. In conjunction with Behavioral Health Children's Services, the development and implementation of expanded mental health services, programming, and interventions will be developed that are individualized to the needs of the youth, encourage family engagement and input, and are culturally competent.

It is anticipated that psychiatric social workers from Behavioral Health will be involved in the development and implementation of a multidisciplinary team for the realigned population,

including those that may display consistent behavioral issues or evidence of a disability that may represent barrier to their academic, social, or rehabilitative program success. Behavioral Health currently provides mental health services for youth in Monterey County, both in a detention setting and, in the community, and provide assessment of youth, psychiatry, therapy, case management, and supportive services with a trauma-informed model.

Sex Offender Treatment Services

Probation is committed to providing programming for sexual offending youth informed by the individual treatment needs of youth in custody and in the community. Historically, youth with adjudicated sexual offense are assessed using the Juvenile Sexual Offense Recidivism Risk Assessment Tool-II (JSORRAT-II). As this tool captures only static risk factors associated with reoffending, additional validated assessment tools will be required to serve the needs of this population and the development of a rehabilitative treatment and case plan to reduce recidivism risk. Probation is currently reviewing the Juvenile Sex Offender Response Team (JSORT) programming services with Behavioral Health, do determine if an expansion of services is viable and appropriate for this population. It is anticipated that Monterey County may seek to contract locally for specialized services for sex offenders, to maximize their opportunities for group-based services and programs or seek out placement in a regional contract with another County that may be able to provide appropriate services to those offenders that may require a higher level of treatment.

Trauma-Informed Care Based Approach

Monterey County is dedicated to a Trauma-Informed Care based approach and recognizes that most of the affected youth have experienced trauma in their lives and has extensively trained Probation staff to recognize the impacts of trauma upon adolescent behavior, as well as the potential that trauma responses are easily triggered in the facility. Officers work collaboratively with Behavioral Health in the facilities and have received training related to crisis de-escalation and management of youth in crisis.

The Probation Department has policies and procedures that have been developed in consultation with Behavioral Health – Children's Services that seek to minimize the potential

for re-traumatization of youth. Monterey County strives to provide services and outlets to address trauma through both treatment and positive staff interactions.

Gender and Culturally Responsive Services

Monterey County is committed to the demonstrate inclusion and respect in every interaction with the youth and their families. Monterey County actively retains and recruits a diverse staff in its facilities, as the Department strongly believes that the ability for youth to have relatable role models and the ability to speak with prosocial adults that have a shared cultural experience is imperative to meaningful engagement. The Probation Department is committed to continued expansion and development of programming that is both culturally and gender responsive in collaboration with public agencies and community partners.

Culturally responsive materials are available to youth in the facility in in both English and Spanish languages; bilingual and bicultural staff in the facility provide services to youth that are linguistically and culturally appropriate for the youth in Probation's care. All services provided by the Monterey County Office of Education and Children's Behavioral Health are offered in both English and Spanish. Additional language services, as well as services for youth that may be visually or hearing impaired, are available in the facility through contract with approved outside providers.

All services and programs offered by the Probation Department meet the diverse needs of local youth and provide an environment in which all individuals are treated with respect and dignity, regardless of actual or perceived sexual orientation, gender, or identity. The expansion of programming and services related to diversity and reduction of disparate treatment related to racial and gender identities is a benchmark goal of the Department and County. Probation will explore resources available in the community or provided by collaborative partners to address this concern.

Juvenile Probation Officers are trained to complete the Commercial Sexual Exploitation – Identification Tool (CSE-IT), for youth who are or may be involved in Commercial Sexual Exploitation of Children. Youth who are identified as at risk or vulnerable to exploitation are monitored and/or referred to collaborative agencies pursuant to the Monterey County

Commercial Sexual Exploitation of Children (CSEC) Multi-Disciplinary Team for responsive action, which can include additional supportive services in the areas of housing, mental health and substance use counseling, and mentoring.

Describe how the County plans to apply grant funds to address support programs or services that promote healthy adolescent development for the target population: (WIC 1995 (3) (B))

The Probation Department will take steps to ease and simplify the processes for families and supportive adults to engage with youth in the facility, including the development of enhanced mail, electronic communication, and facility visitation with supportive persons in the community. Identified family and supportive persons will be included in regular multidisciplinary team meetings regarding the youth's progress, including participation in family therapy, parent-teacher conferences, and decision making/planning for services.

Probation is planning to use the Juvenile Relational Inquiry Tool (JRIT) to identify supportive individuals that can assist youth in obtaining integrated services and support while detained and identify appropriate services available in the community in re-entry planning.

Further, Probation will seek out programming, methods, tools, and policy to identify and engage family, supportive adults, and community members to assist detained youth while in the facility in participating in appropriate therapy and programming during their commitment periods, as well as the development of a support system that can assist with reintegration to the community upon transfer to community supervision.

Heathy Adolescent Development

Monterey County strongly believes that successful rehabilitation and assimilation into the community as a productive citizen requires healthy adolescent development, as such development fosters independence, the ability to develop healthy relationships, and the ability to appropriately manage adversity and change. The staff, collaborative agencies, and community partners will consider the social, emotional, cultural, and cognitive needs of the youth in Probation's care. The development of rehabilitation case plans will include input from a multidisciplinary team of professionals, in conjunction with the youth and their families, and will include adolescent development including psychological functioning, academic/vocational

success and interests, physical health and maturation, family history and support, social development, and leisure activities and interests.

Describe how the County plans to apply grant funds to address reentry, including planning and linkages to support employment, housing and continuing education for the target population: (WIC 1995 (3) (D))

Probation intends to seek out and develop evidence-based and trauma-informed programming options for youth, targeting the risks, needs, and strengths identified in the risk assessment and institutional case plan, as well as the recommended therapeutic needs identified by the multidisciplinary team within the facility. The Department intends to utilize contracted services that include mental health, substance abuse education and counseling, and aggression behavior reduction therapy by using a cognitive learning model. A formal institutional risk assessment and case plan will be developed by the assigned probation officer, including transition and aftercare services in the community.

Housing

Monterey County plans to initiate identification of a housing assistance or placement that will best address the needs of youth without suitable homes several months before potential release from the commitment, as a component of reentry case planning. The Department has a long-standing relationship with many collaborative agencies and local organizations that may assist in the location of potential transitional housing services offered in the community. Monterey County will continue to explore additional opportunities for independent living for the realigned population as the program develops and in conjunction with the development of reentry planning.

Community Re-entry Services and Aftercare Program

The current average length of stay at DJJ is approximately 28 months. It is anticipated that will remain similar moving forward with the development of sentencing structures for local commitments. Many of the youth will not have been out of custody and in the community as an adult prior to release. Based on their ages, there will also no longer be a legal obligation for parental care and custody. It is anticipated there will be a variety of tangible needs to help the release transition be more successful. Examples of potential tangible needs may include food, clothing, transportation, vocation, and education supports. In addition, upon release there will

be occasional need for housing supports, be it in sober living homes or other temporary housing options and funds will need to be set aside to provide support in this area. To accomplish this, funds will need to be designated to support efforts in this area, which may include the need to develop contracts with community-based organizations and other support-focused entities.

Through assessments and rehabilitation case planning, the Probation Department will work with youth and their families in collaboration with Natividad Medical Center, Behavioral Health Children's Services, the Monterey County Office of Education, and other collaborative agencies to support youth while they are in custody through targeted programming and reentry strategies that can be continued in the community with continuity during the transition from detention to community supervision. Areas of focus are anticipated to include continuing education or vocational training; employment services; continuing medical and mental health services; housing; and the development and maintenance of personal safety and healthy relationships. Referrals to other community-based programs and services will also be provided. The Monterey County Office of Education will be invited to be part of the school transition process team and will provide valuable linkages to community service providers and/or universities. Transition plans will be discussed with students and referrals to various community-based organizations and adult schools or universities will be made in alignment with students educational and career goals.

Describe whether and how the County plans to apply grant funds to include services or programs for the target population that are provided by nongovernmental or community-based providers: (WIC 1995 (3) (F))

Monterey County is committed to a collaborative approach with its core partners to develop and implement innovative services to support the needs of the realigned youth, including expanded programming and services from community-based organizations. It is recognized that in addition to the services provided by county collaborative agencies, there will likely be gaps in services and programs that will be discovered as the development of the County plan evolves and new legislation is received from the State of California. It is therefore anticipated that the services of nongovernmental and community-based providers will be expanded to help fill those gaps.

PART 5: FACILITY PLAN

Describe in detail each of the facilities that the County plans to use to house or confine the target population at varying levels of offense severity and treatment need, and improvements to accommodate long-term commitments. Facility information shall also include information on how the facilities will ensure the safety and protection of youth having different ages, genders, special needs, and other relevant characteristics. (WIC 1995 (4))

The facility classification system is designed to provide for youth safety, the safety of other youth, facility staff and the public, by placing the youth in the most appropriate and least restrictive housing and program setting. The factors that will be considered in assigning detained youth to living units in the facility include, but are not necessarily limited to, the youth's age and gender; the seriousness of the offense; the youth's prior involvement with the justice system; medical or mental health issues the youth may have; maturity; sophistication; emotional stability; program needs; safety considerations; sexual identity, and the youth's academic needs. These and related issues identified by the assessments administered during the Intake process are considered when staff determine which living unit is most appropriate for each detained youth, given the living units' security levels and programming. Classification decisions are reviewed and re-evaluated as the youth progresses with their institutional case plan and at regularly scheduled classification status reviews conducted by the duty supervisor.

Housing units will be managed under the principles of direct supervision during all shifts. The housing building design allows for both male and female youth to be housed within one building but provides for separation by gender. The facility will provide housing for minimum, medium, and high-security youth by using a combination of medium security housing units with individual rooms and medium security dormitories.

The bifurcated design of the housing units will also allow for the older and/or more difficult youth to be housed in an area away from younger, less sophisticated youth. It is anticipated that the more sophisticated youth will be housed in Housing Unit C, on the smaller, C2 side. General population for youth sixteen (16) years or older, and those with serious or violent offenses, will be housed in Housing Unit C, on the larger C1 side.

Policies will be implemented to ensure that all youth are fairly and appropriately classified, housed, and screened for medical and mental health and access to programs, education, and recreation. All youth will move under direct supervision of sworn staff to and from educational classes, gymnasium, outdoor recreation, and visitation. In order to accommodate this, the previous spaces will be part of the campus circulation and secondary security by Central Control.

The Youth Center (YC) has a total capacity of 60 beds in dorm setting. The youth are distributed in 4 housing units: Ventana Bay, Gavilan Bay and Pinnacle Bay can each house 16 wards, while Laguna Bay can accommodate 12 wards. This configuration allows the institution to provide separate programming based on assessed risks and needs.

Youth receive medical and mental health services as needed and attend school. In-custody time is utilized for the early and immediate exposure and engagement in supportive rehabilitation programs, as well as Independent Living Skills, designed to help juveniles develop skills that will allow them to become self-sufficient. The program also offers an intensive supervision aftercare program.

Female youth have historically been committed to current DJJ programs at a very low rate. As such, female youth programming may be better suited where additional like-gender youth can program together. This may be accomplished through a regional contract with another county. If that option is not available or appropriate, female youth committed for longer terms in custody may be housed in a separate wing, or along with other females housed within the Juvenile Hall campus.

Upon intake to the commitment unit, thorough assessments will be conducted to gather a profile of the youth's psychological, social-emotional, and behavioral functioning. The results of the assessments will be compiled by the assigned probation officer and a planning meeting will be scheduled to begin the development of an individualized rehabilitation plan with a multidisciplinary team of professionals. In addition to assessment protocols, the youth will be oriented to the rules, structure, and goals of the program. This will include helping them understand the incentive and discipline system, levels and accompanying privileges, and

schedule of activities and programs. Finally, the youth will participate in a group that provides a general orientation to the treatment model and begins to prepare them for programming.

Facility Upgrade Considerations

Due to the reduction in scope for the construction of the new Juvenile Hall occupied in 2020, the facility lacks high security housing for youth requiring enhanced security measures, especially long-term. The new scope removed the 30-bed high security housing unit with dedicated classroom, reduced the 30-bed dormitory to 20 beds, and consequently the total facility capacity from 120 to 80 youth. It also eliminated the building containing kitchen, dining area, laundry, maintenance shop, and storage, and restricted programming space. It would be in the best interest of the county to explore financing options to address the shortcomings created by the descoping of the New Juvenile Hall project.

<u>Staffing</u>

Youth will be housed in a safe environment in cooperation with Probation staff and partnering agencies.

<u>Probation Staffing:</u> Juvenile Institutions Officers will always be on site 24 hours a day for direct supervision of youth committed to facilities by the Court. There will always be an adequate number of personnel sufficient to carry out program activities, provide for the safety and security of youth and staff, meet established standards and regulations, and to ensure that no required services are denied because of insufficient numbers of staff on duty (absent exigent circumstances). The shift coverage for the units will be arranged to meet or exceed the Title 15 Minimum Standards for juvenile detention facilities. Officer supervision encompasses all daily activities youth participate in including, unit programming, meals, physical education, school, room and unit clean-up, medical transports, vocational training, off site visits, court appointments, visits, structured activity, baby visits, and all other programs.

<u>Behavioral Health Staffing:</u> Behavioral health staff will be on site every day and on-call 24 hours a day in case an emergency response is needed, or a mental health crisis takes place. Youth can request behavioral health services at any time by either verbal or confidential written request.

Medical Staffing: Medical staff from the Natividad Medical Center (NMC) will be on-site for 15 hours every day to provide timely and quality medical care. Youth can verbally inform staff of any medical needs and staff can initiate protocols or refer the youth to medical staff for evaluation. Youth can also complete a confidential medical request and have that sent to medical staff. Services provided to youth include medical, dental, and vision. Emergency and after-hours services are provided through NMC. For families with private insurance, arrangements can be made to transport youth to those providers' offices.

Additional Safety Measures and Protections in the Facilities

Prison Rape Elimination Act: Youth will have access to the Prison Rape Elimination Act (PREA) hotline. The Probation Department has a policy in place to investigate all sexually based accusations or complaints as serious, truthful, and time sensitive. PREA investigators include supervisory staff at all levels within the facility. At any time during an investigation, outside law enforcement agencies may be called to conduct a criminal investigation. Victim Advocates will be available should they need to be utilized in any case. All information is considered confidential.

<u>Transgender Youth:</u> Policies are in place to protect transgender and intersex youth. Upon initial entry to any Monterey County facility, youth who identify as transgender participate with staff in completing a Transgender Youth Preference Form which plays a part in helping to determine housing, clothing, and supervision based on their gender identification.

<u>Special Education:</u> In cooperation with the Monterey County Office of Education, youth will have access to continued education and services. Individual Education Plans (IEP) and Education Related Mental Health Services (ERMHS) are available for those youth who qualify. Schools also work in cooperation with behavioral health providers, medical staff, and Probation to individualize each youth's program to meet their specific needs.

Americans with Disabilities Act (ADA): The Department has a position designated as the ADA Coordinator. The Coordinator monitors accommodations for youth requiring additional assistance due to a disability. The Coordinator conducts quality control of the documentation in

unit binders, follows up with staff to ensure accommodations are understood and being followed, serves as an ADA liaison with partnering agencies and evaluates ADA training needs for the facility. The ADA Coordinator will ensure youth accommodations are communicated during intake, initial assessment, school, and multidisciplinary team meetings. The ADA Coordinator will work closely with the Monterey County Office of Education to ensure information regarding educational accommodations are received and documented.

<u>Suicide Prevention:</u> Probation is committed to deterring and preventing self-harm and suicide within its facilities. Policies are in place for the identification and supervision of youth identified as high-risk for this behavior. Each youth completes a MAYSI-II questionnaire upon entry into any facility. This risk assessment tool is utilized in determining the youth history, current state of mind, and potential for self-harm or suicidal ideation. Youth deemed to be an immediate risk are immediately assessed by behavioral health to determine program needs and supervisory objectives. Youth may be placed on Suicide Watch or Special Watch depending on their needs. Programs can be changed at any time during their stay with behavioral health input and approval.

<u>Youth Grievances:</u> Youth will be able to file a grievance at any time. Each youth will have access to grievances during their program or they and may keep them inside their room for completion. A confidential grievance box is made available within each housing unit, or youth may give them directly to supervisory staff. Grievances are taking seriously, handled in a timely manner, and at times can develop into policy change when required. All are reviewed by facility administration.

PART 6: RETAINING THE TARGET POPULATION IN THE JUVENILE JUSTICE SYSTEM

Describe how the plan will incentivize or facilitate the retention of the target population within the jurisdiction and rehabilitative foundation of the juvenile justice system, in lieu of transfer to the adult criminal justice system: (WIC 1995 (5))

To facilitate the retention of the target population within the jurisdiction and rehabilitative foundation of the juvenile justice system, it will be imperative that the Court, justice partners, and community have confidence that the programming, treatment, services, and facilities available will safely and successfully address the target population's rehabilitative needs, while providing necessary community safety.

Probation will continue to operate rehabilitative programs and refer youth to community-based services and the lowest level of intervention possible, to reduce youth recidivism and mitigate the need for the transfer of cases to the Adult Criminal Justice System. The proposals in this plan further support the benefits of keeping youth in the Juvenile Court system. Providing services in their home county allows for quality engagement of the family, establishment of school or work, and ties to community services, resources, and activities. Monterey County believes that youth provided with intensive local services are more likely to be successful in meeting the goals of their rehabilitation plans and successfully reintegrate into the community as productive citizens, thereby reducing recidivism and enhancing safety.

Probation also continues to work with Monterey County's Juvenile Justice System partners to ensure that youth are given opportunities to succeed the lowest level of intervention possible. Each individual case is assessed and evaluated for referral for prosecution. Before Court recommendations are made to ensure the best practices and services are directed to each individual youth and that incorporation of goals related to youths' court orders into their program to ensure youth are on track to meet achievable goals of being law-abiding and self-sufficient community members.

It is the belief of the Probation Department that the realigned youth population will serve any imposed commitment locally unless substantial case factors or facility limitations result in diminished services at the local level.

PART 7: REGIONAL EFFORT

Describe any regional agreements or arrangements supported by the County's block grant allocation: (WIC 1995 (6))

Due to the very tight timing for creation of suitable facilities and implementation of services, counties are still assessing the impact of the new population in their own jurisdictions.

It is not known at this time if other jurisdictions will offer available beds with the appropriate programming for the general or for specialized populations (e.g., sex offenders). Through its participation in the proactive Chief Probation Officers of California (CPOC) association and its allied organizations, Probation will keep abreast of possible partnerships with other counties for the custody and delivery of services to offenders that Monterey County cannot serve.

Possible Regionally Contracted Specialized Services for Youth

- Sex Offender Services: Probation will be seeking to expand specialized services for sex offenders through Behavioral Health Children's Services. It is also possible certain sex offenders will require a level of treatment necessitating a regional contract with another County who could provide group-based services with like offenders. Certain youth, depending on their circumstances or specialized needs, may benefit from a non-local custodial placement capable of serving more youth with similar needs, allowing for the group counseling dynamics needed in sex offender treatment.
- Programs and Services for Females: Female youth have historically been committed to current DJJ programs at a very low rate. Therefore, female youth programming may be better suited where additional like-gender youth can program together to avoid isolation or stigmatization. This may be accomplished through a regional contract with another County. If that option is not available or appropriate, female youth committed for longer terms in custody may be housed in a separate wing, or along with other females within Juvenile Hall. In either case, there will be an individualized case plan developed specific to the youth that is suitable to both meet the youth's needs and is appropriate for longer-term care. It is prudent to ensure all youth have optimal opportunities to be placed in a program that best suits their needs.

• Mental Health Services: Probation will be seeking to expand specialized services for youth with significant mental illness through Behavioral Health – Children's Services. It is also possible certain youth may require a level of treatment necessitating a regional contract with another County who could provide an appropriate level of services with like offenders. Certain youth, depending on their circumstances or specialized needs, may benefit from a non-local custodial placement capable of serving more youth with similar needs, or whose individualized needs exceed the available local service.

PART 8: DATA

Describe how data will be collected on youth served by the block grant: (WIC 1995 (7))

Collection of data on these population will require additional programming of current the case management system for juvenile offenders. At the beginning, as offenders are gradually committed to local custody, data might be collected through manual methods.

Data collection and analysis is an important aspect of any new program. Probation is committed to having accurate and relevant data upon which informed decisions can be made regarding what is working, what is not and where resources should best be applied. A Management Analyst position will be added and assigned to this program to collect and analyze data, an evaluate evidence-based solutions and programs for the realigned youth population. This will allow the Department to ensure reporting accuracy and provide the ability to identify trends that impact services including programs and funding. This system will be further built out to collect data specific to this new population related to demographics and progress, both while in and out of custody.

The Probation Department routinely reports information in the JCPSS system, annually through the CPOC annual report and collects monthly statistical reports from Probation Officers. This information is used to direct resources and helps guide decision making for the Department's Management Team. Statistical data will also be gathered on youth housed within the facility to gather demographic information and to monitor and gauge significant incidents which may occur. Categories in which statistics will be compiled include but are not limited to

mutual fights, assaults, gang related graffiti/signs/comments/writing, suicide attempts, self-inflicted injuries, PREA incidents, suicides, escapes, and escape attempts.

Describe outcome measures that will be utilized to determine the results of the programs and interventions supported by block grant funds: (WIC 1995 (7))

Monterey County plans to track a broad range of process and outcomes measures for youth served by this grant, with a particular focus on outcomes related to programs, services, and reentry. Reports will be developed for this population showing rates of entry to programs, successes, and failures, recidivism rates, services for youth with disabilities and ultimately where resources should be directed to allow youth the best chance to succeed. Measuring the success of those committed to the local realignment program will be a significant indicator of how these youth will adjust released back into the community.

The Department plans to set attainable and measurable goals tied to the youth's rehabilitation case plans and Court orders will be set through the course of their program to gauge case plan goal completion, progress, and to adjust to individual needs during their stay. Case managers will establish attainable goals during assessments to focus youth on successful program completion. Examples of these goals would be high school graduation or equivalency, college course completion, vocational training, certificate attainment, completion of Court-ordered programs and treatment, job training program, enrollment, apprenticeships, and internships.



Monterey County

Item No.14

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

September 14, 2021

Board Report

Legistar File Number: 21-774

Introduced: 9/7/2021 Current Status: Scheduled PM

Version: 1 Matter Type: General Agenda Item

- a. Receive a progress report on potential revisions to the County's Inclusionary Housing Ordinance (Chapter 18.40 of the Monterey County Code);
- b. Provide direction regarding existing affordable housing policies in the 2010 General Plan;
- c. Provide input and suggestions regarding the level of stakeholder involvement on potential revisions
- to County affordable housing policies and regulations; and
- d. Provide direction on the potential Jobs-Housing Nexus Analysis.

RECOMMENDATIONS:

It is recommended that the Board of Supervisors:

- a. Receive a progress report on potential revisions to the County's Inclusionary Housing Ordinance (Chapter 18.40 of the Monterey County Code);
- b. Provide direction regarding existing affordable housing policies in the 2010 General Plan;
- c. Provide input and suggestions regarding the level of stakeholder involvement on potential revisions to County affordable housing policies and regulations; and
- d. Provide direction on the potential Jobs-Housing Nexus Analysis.

SUMMARY:

The County's Inclusionary Housing Ordinance (Ordinance), which is codified at Chapter 18.40 of the Monterey County Code, addresses the provision of housing affordable to very low, low and moderate income households as part of new development projects. In reviewing potential revisions to the Ordinance, a review of the existing affordable housing policies of the 2010 General Plan policies is also warranted since the Ordinance is one of the tools for implementing General Plan policies.

On August 28, 2018, the Board of Supervisors approved an agreement with LeSar Development Consultants (Agreement A-14097) ("Agreement") (Attachment 1) in an amount not to exceed \$195,100 to provide technical assistance to update the County's Inclusionary Housing Ordinance. Two amendments to the Agreement have been executed extending the term of the Agreement to December 31, 2021 (Attachments 2 and 3). Work progress was slowed due to the transition of housing-related functions to the newly formed Housing and Community Development Department, the global COVID-19 pandemic, and limited staff resources. As such, it is likely that a fourth amendment may be necessary in the future to complete the work remaining.

County staff provided progress reports to the Board on October 23, 2018 and February 5, 2019 on the matter. Following the Board's discussion on February 5, 2019, the Board directed staff to engage stakeholders in the process to update the Inclusionary Housing Ordinance prior to returning the Board with a formal recommendation.

DISCUSSION:

Stakeholder Meetings

Due to the reasons cited above, work was delayed on the Ordinance, and input of the stakeholders has not been sought to date. However, the departmental transitions have been completed, and workloads within the Department have shifted, freeing up staff resources to further the work. With a renewed spirit, staff plans to involve key stakeholders using Appendix B, Community Engagement Guide, of the Title VI Countywide Implementation Plan (Attachment 4) as a tool.

To date, staff has followed the "Informed level of community engagement" as described in the Community Engagement Guide. At the February 5, 2019 Board of Supervisors meeting, the Board expressed a desire to increase community engagement. As such, staff is seeking direction on what level of stakeholder engagement is desired. For example, the Board may direct an increased engagement level of "Consult" or an "Involved" level of community engagement.

The "Consult" level of community engagement is the basic minimum opportunity for public input. Consult simply means to ask. There is no invitation to sit down together and work on things in a cooperative way. Staff would merely ask the public for their opinions and consider the input they receive as they make recommendations. "Consult" is generally an ask for input at set points in the process, but does not provide an ongoing opportunity for input.

The "Involved" level of community engagement is more than a consultation. To involve means to include. At the Involve level, the public is invited into the process, usually from the beginning, and is provided multiple if not ongoing opportunities for input as decision-making progresses. However, the Board remains the decision-maker and there is no expectation of building consensus with the stakeholder. If this level of community engagement is the Board's desire, staff would involve stakeholders through a series of public meetings that would also include meetings with the Housing Advisory Committee and Planning Commission. Staff proposes that the stakeholders would include those in the development community, including designers, builders and non-profit housing organizations, as well as members of the public, community organizations and environmental preservation groups. Also, if the Board desires to explore the possibility of expanding the Inclusionary Housing ordinance to require a fee for affordable housing as a condition of approval of nonresidential development, staff would involve other sectors including hospitality, retail industrial and agricultural (e.g., growers and shippers) operators.

Should the Board direct the "Involved" level of engagement, staff anticipates these discussions could commence in late September and run through October.

General Plan Policy and Inclusionary Housing Ordinance Evaluation

The 2010 General Plan, 2015-2023 Housing Element, County certified coastal Local Coastal Program, and the County Code contain a variety of policies and regulations that stipulate levels of affordability based upon location and project type. For example, the General Plan has several policies (Policy LU-1.19 and Policies LU-2.11 through LU-2.13) that address the percentage of affordable/workforce housing required as part of new development and other aspects of affordable housing. The Inclusionary Housing Ordinance generally requires that new residential development of

five or more units provide inclusionary housing affordable to very low, low and moderate income households in an amount equal to or greater than 20% of the total number of units, although the Ordinance provides for other options such as payment of in-lieu fee or varying the percentage allocation among income levels if particular findings are made.

The complexity, variety of circumstances and implementation of the policies present challenges.

The Inclusionary Housing Ordinance is not the main tool for County meeting its Regional Housing Needs Allocation (RHNA). The Inclusionary Housing Ordinance coupled with other tools help to address the housing demand. That said, there are a lack of tools to meet the RHNA and County's affordable housing needs generally. As of January 1, 2021, to meet the RHNA under Housing Element Cycle 2014-2023 (5th Cycle), the County would need an additional 155 very low units, 55 low income units and 248 moderate rate units (**Attachment 5**).

To meet the remaining obligation in the 5th Cycle and to achieve the anticipated units in the 6th Cycle, staff seeks the Board's direction to evaluate County's existing affordable housing land use policies. Some options which staff is investigating and will explore in the stakeholder process include reducing the required Inclusionary Housing percentage level to 15% from 20%, which may reduce the constraints on housing developments but could also reduce the number of price-restricted units built as part of a market rate development. Also, staff seeks direction from the Board regarding "Workforce I" and "Workforce II" housing policies. The General plan includes a policy for new development to provide 5% Workforce housing in addition to 6% very low, 6% low, and 8% moderate, but staff has found that "Workforce" housing as defined (affordable to households earning 120% to 180% of County median income) does not address the "missing middle" in housing because the fair market in some areas of the County is less than the Workforce I or Workforce II deed-restricted rental rate. As such, staff seeks the Board's direction whether to explore, through the stakeholder meetings, a reduction in the required Inclusionary Housing percentage levels and revision of the Workforce housing provisions.

Under the current contract, LeSar would assist staff in the public engagement, further the data/economic analysis and study the suggested revisions to the Ordinance. Additionally, LeSar may assist the County with a Jobs-Housing Nexus Study as discussed below.

Jobs-Housing Nexus Analysis

To date, the County's inclusionary housing requirements have placed the burden of affordable housing on residential developments. To distribute this burden equitably upon all sectors, staff requests the Board's input and direction regarding the need to address the demand for affordable housing resulting from non-residential developments.

If the Board desires to explore the possibility of requiring non-residential development to contribute to the development of affordable housing through the payment of commercial linkage fees, staff would recommend the preparation of a Non-Residential Jobs-Housing Nexus Analysis. The purpose of a Non-Residential Jobs-Housing Nexus Analysis is to quantify and document the impact of the construction of new workplace buildings (office, retail, hotel, growers and shippers, and industrial) and the employees that work in them, on the demand for affordable housing. Since jobs in all buildings cover a range in compensation levels, and the households of the workers range in size, there are needs

at all affordability levels. This analysis would quantify the need for moderate and lower income housing created by each type of workplace building.

Collecting inclusionary funds on non-residential projects would further the policy direction of the County's 2015-2023 Housing Element. Implementation Measure H-2.f of the Housing Element indicates that the County will use inclusionary housing funds to buy back inclusionary units with expiring deed restrictions at risk of foreclosures or from owners opting out of the program, and resell the units to income-qualified households, as the opportunity presents itself. The funds may also be used to leverage other funds to support the development of affordable housing.

If the Board directs the preparation of a Non-Residential Jobs-Housing Nexus Analysis, staff will seek a scope of work from LeSar Development Consultants. Upon obtaining the scope of work, staff would return to the Board for consideration of a contract amendment to address the additional scope.

NEXT STEPS:

Upon completing the stakeholder meetings, staff would present the findings to the Housing Advisory Committee, the Monterey County Planning Commission, and the Board of Supervisors' Health, Housing, Homelessness and Human Service Committee for input. Upon conclusion of these discussions, staff would return to the Board with its recommendation(s) on an update to the Inclusionary Housing Ordinance and possible amendment to the General Plan policies.

FINANCING:

There is no impact on the General Fund. The agreement with LeSar Development Consultants has \$82,560 remaining and is funded using funds deposited into the Inclusionary Housing Fund (Fund 009, Organizational Unit 8544, Appropriations Code HCD003). These funds would support the foreseeable work except for the suggested Jobs-Housing Nexus Study, which may warrant an augmentation. The County may also use funding from the Permanent Local Housing Allocation (PLHA) authorized by SB2 to augment the available funding.

Due to late submission of this Board Report, the CAO Budget and Analysis Division was not provided adequate time to fully review for potential fiscal, organizational, policy, or other implications to the County of Monterey.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Evaluating the County's affordable housing policies and considering revisions to County's Inclusionary Housing Ordinance will support the implementation of the 2010 General Plan and facilitate the development of additional, income restricted housing units for Monterey County residents.

Mark a check to the related Board of Supervisors Strategic Initiatives:

_	Economic Development
<u>X</u>	Administration
<u>X_</u>	Health & Human Services
	Infrastructure
	Public Safety

Prepared by: Darby Marshall, RHO Project Analyst II, Ext. 5391

Approved by: Erik Lundquist, Director, Housing and Community Development

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

Attachment 1 - Agreement A-14097 with LeSar Development Consultants

Attachment 2 - Amendment 1 to Agreement A-14097

Attachment 3 - Amendment 2 to Agreement A-14097

Attachment 4 - Appendix B of the Community Engagement Guide

Attachment 5 - Annual Housing Progress Table



Monterey County

Item No.

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

September 14, 2021

Board Report

Legistar File Number: 21-774

Introduced: 9/7/2021 Current Status: Agenda Ready

Version: 1 Matter Type: General Agenda Item

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Mark a check to the related Board of Supervisors Strategic Initiatives:

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

Legistar File Number: 21-774

Prepared by: Darby Marshall, RHO Project Analyst II, Ext. 5391

Approved by: Erik Lundquist, Director, Housing and Community Development



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Attachment 2 - Amendment 1 to Agreement A-14097

Attachment 3 - Amendment 2 to Agreement A-14097

Attachment 4 - Appendix B of the Community Engagement Guide

Attachment 5 - Annual Housing Progress Table

Attachment 1

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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:
LeSar Development Consultants
(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 Draft Inclusionary Housing Ordinance and Inclusionary Housing Administrative Manual as outlined in RFP #10650 and the LeSar Development Consultants proposal submitted in response to RFP #10650.

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 \$195,100.00

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from August 28, 2018 to February 29, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

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 A.1 Detailed Scope of Services and Payment Schedule

Exhibit B RFP #10650

Exhibit C LeSar Development Consultants Proposal Sumitted in Response to RFP #10650

1 of 10

Agreement ID:

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.

Revised 09/28/12 2 of 10 Agreement ID:

- 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 <u>not</u> 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

Revised 09/28/12 3 of 10 Agreement ID:

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 <u>Insurance Coverage Requirements:</u> 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:

<u>Commercial General Liability Insurance</u>, 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.)

<u>Business Automobile Liability Insurance</u>, 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.)

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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.

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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 <u>County Records.</u> 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,

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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.

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:
Darby Marshall, Redevelopment & Housing Analyst Ii	Jennifer LeSar, CEO
Name and Title	Name and Title
1441 Schilling Place - North Salinas, CA 93901 marshaild@co.monterey.ca.us	404 Euclid Avenue, Suite 212 San Diego, CA 92114 ops@lesardevelopment.com
Address	Address
831.755-7391	619.236-0612
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 <u>Amendment.</u> This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 <u>Waiver</u>. 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 <u>Contractor.</u> 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 <u>Disputes.</u> CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 <u>Assignment and Subcontracting.</u> 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 <u>Compliance with Applicable Law.</u> The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 <u>Headings</u>. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 <u>Time is of the Essence.</u> 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.

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- 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 <u>Counterparts.</u> 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 <u>Authority.</u> 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 <u>Integration</u>. 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 <u>Interpretation of Conflicting Provisions.</u> 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-----

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16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below

COUNTY OF MONTEREY	CONTRACTOR
Contracts/Purchasing Officer	LeSar Development Consultants
ate: 9-11-18	Contractor's Business Name*
Department Head (if applicable)	By: Catherine A Romanes
ite:	(Signature of Chair, President, or Vice-President)*
Board of Supervisors (if applicable)	Catherine Romanas Director & Name and Title Operation
ate:	Date: 7/17/2018
pproved as to Form	
Tresmo	THE III
ate: $\frac{7 - 23 - 18}{4 - 23 - 18}$	By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
pproved as to Fiscal Provisions	Name and Title Date:
Auditor/Controller	··
ate: 7/23/19	
pproved as to Liability Provisions ³	
Risk Management	
ate:	
County Board of Supervisors' Agreement Number:	, approved on (date):

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required

Revised 09/28/12

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individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Agreement ID: LeSAT Development

#195,100.00

ROS#A-14097

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT-A

CAO - Intergovernmental and Legislative Affairs, hereinafter referred to as "County" AND

LeSar Development Consultants, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A) SCOPE OF SERVICES

- CONTRACTOR shall provide services and staff, and otherwise do all things necessary for
 or incidental to the performance of work, as described in Section 2 Proposed Scope of
 Work contained in the CONTRACTOR's proposal submitted in response to RFP #10650.
- 2. CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated on Exhibit-A.1, attached.
- 3. All written reports required under this Agreement must be delivered to Darby Marshall, County's Contract Manager, in accordance with the schedule shown in the attached Exhibit-A.1.

B) PAYMENT PROVISIONS

1. COMPENSATION/ PAYMENT

- i) County shall pay an amount not to exceed \$195,100 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 completion of Phases and deliverables as indicated in Exhibit-A.1, attached.
- ii) CONTRACTOR may request up to \$8,000 for reimbursable expenses including exclusively travel expenses, translation services, printing costs and parking costs. If CONTRACTOR wishes to request reimbursement for an expense not listed, they must obtain written approval from the County's Contract Manager prior to incurring the cost (email shall be sufficient evidence of County approval). County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
- iii) CONTRACTOR warrants that the cost charged for services under the terms of this contract are not more than those charged any other client for the same services performed by the same individuals.

- iv) Retention: County shall withhold ten percent (10%) from each payment until the proposed Inclusionary Housing Ordinance and Inclusionary Housing Administrative Manual developed under this Agreement are approved by the Board of Supervisors.
- v) Retention shall be paid within 30-days of the proposed Inclusionary Housing Ordinance and Inclusionary Housing Administrative Manual developed under this Agreement being approved by the Board of Supervisors.

2. CONTRACTORS BILLING PROCEDURES

i) NOTE: Payment may be based upon satisfactory acceptance of each deliverable, as summarized in Table 1:

_			4
าล	n	Ie.	7

	Invoice	Invoice	
Project Element	<u>Date</u>	<u>Amount</u>	<u>Retention</u>
5.0 - Project Initiation	10/1/2018	\$5,520	\$552
5.2 - Review of Existing Ordinance	10/1/2018	\$3,605	\$361
5.3 - Examination of Data	11/1/2018	\$27,545	\$2,755
5.4 - Affordable Housing Nexus Studies	12/1/2018	\$36,855	\$3,686
5.5 - Conclusions & Recommendation	7/1/119	\$41,745	\$4,175
5.6 - Citizen Participation & Outreach	5/1/2019	\$22,060	\$2,206
5.6.2.a - Up to two additional community outreach meeting through LUACs and/or NDRs if both parties agree they are necessary for further factfinding and outreach	7/1/2019	\$3,660 per meeting	\$366 per meeting
5.6.3 - Housing Advisory Committee meeting at a kick-off	10/1/2018	\$4,560	\$456
5.6.4 - Board of Supervisors meeting as a kick-off	10/1/2018	\$7,920	\$792
5.7 - Board of Supervisors, Planning Commission & Housing Advisory Committee	10/1/2019	\$29,970	\$2,997
Reimbursable Expenses – Billed on the first of month following expenditure		\$8,000	
Total Not to Exceed	d	\$195,100	\$19,510

- ii) County and CONTRACTOR must agree in writing that the additional community outreach meetings described in Project element 5.6.2.a are necessary and the objective for each additional community outreach meeting before the meeting is scheduled.
- iii) County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

- iv) No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
- v) 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.
- vi) DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Exhil. ..1
LeSar Development Consultants - Monterey County Affordable Housing Ordinance
Detailed Scope of Services Deliverable and Payment Schedule

				M	aximum				
		Deliverable	Days from	Е	Billable		10%	In	voice
<u>Phase</u>	Deliverable Description	<u>Due Date</u>	Contract Start	Α	mount	Re	tention	<u>Ar</u>	nount
5.0 Project Ini				\$	5,520	\$	(552)	\$	4,968
5	Contract Approval by Board of Supervisors	7/24/2018							
5.0.1	Kick-off Meeting with Primary Team Members	9/7/2018	45						
5.0.2	Finalize Workplan, Timeline, and Milestones; ongoing project management	9/10/2018	48						
5.1 Contracto	r Minimum Work Performance Percentage								
	Not applicable								
5.2 Review of	Existing Ordinance			\$	3,605	\$	(361)	\$	3,245
5.2.1	Examine current inclusionary requirements, Ordinance, and Guidelines including	0/22/2010	60						
	incentives	9/22/2018	60						
5.2.2	Evaluate Ordinance against state laws and court decisions	9/22/2018	60						
5.3 Examination	on of Data			\$	27,545	\$	(2,754)	\$	24,791
5.3.1	Cost to produce affordable housing vs. market rate housing	10/22/2018	90						
5.3.2	Existing market demand for affordable housing and market rate housing	10/22/2018	90						
5.3.3	Current housing options available to very low-, low-, moderate-, workforce I, and	10/22/2018	90						
	workforce II-income households	10/22/2016	50						
5.4 Affordable	Housing Nexus Studies			\$	36,855	\$	(3,686)	\$	33,170
5.4.1	Methodology and assumptions	11/21/2018	120		·				
5.4.2	Economic analysis	11/21/2018	120						
5.4.3	Identification of impacts	11/21/2018	120						
5.4.4	Compliance recommendations consistent with the requirements of AB1505 including								
	In-lieu fee, land dedication, off-site construction, and acquisition and rehabilitation of	11/21/2018	120						
	existing units								
5.4.5	Administration draft review prior to public draft	11/21/2018	120						
5.5 Conclusion	ns & Recommendation			\$	41,745	\$	(4,175)	\$	37,571
5.5.1	Identify incentives and alternatives	4/11/2019	261						
5.5.2	Financial benefits, costs and impacts of incentives	4/11/2019	261						
5.5.3	Process for annually adjusting In-Lieu Fee Schedule	4/11/2019	261						
5.5.4	Process, assumptions, and schedule for adjusting Inclusionary and Workforce Housing Maximum Sale Prices	4/11/2019	261						
5.5.5	Draft Inclusionary Housing Ordinance	6/10/2019	321						
5.5.5	Professionary reading ordinarios	5, 10, 2015	021						

Exhil. ..1

LeSar Development Consultants - Monterey County Affordable Housing Ordinance

Detailed Scope of Services Deliverable and Payment Schedule

		Deliverable	Days from		aximum Billable		10%	1	nvoice
Phase	Deliverable Description	Due Date	Contract Start		mount	D	etention		mount
	ticipation & Outreach	Due Date	Contract Start	_	41,770		(4,177)	_	37,593
5.6.1	One (1) resource meeting with local housing and community development stakeholders,			7	71,770	7	(7,4//)	Ψ.	37,333
3.0.1	including housing developers	4/10/ 2019	260						
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	260						
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	260						
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	260						
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	260						
5.6.2.a	Two additional community outreach meeting through LUACs and/or NDRs if both parties	•							
	agree they are necessary for further factfinding and outreach	6/9/2019	320						
5.6.3	One Housing Advisory Commission meeting as a kick-off	9/12/2018	50						
5.6.4	One Board of Supervisors meeting as a kick-off	9/11/2018	49						
5.6.5	Obtain public input, plan, coordinate, publicize and conduct through an online /	4/10/2019	260						
	website survey	4/10/2019	260						
	upervisors, Planning Commission & Housing Advisory Committee			\$	29,970	\$	(2,997)	\$	26,973
5.7.1	Present Public Review Draft of Affordable Housing Nexus Study to the Housing Advisory	6/10/2019	321						
	Committee	-,,							
5.7.2	Present Draft Inclusionary Housing Ordinance and Administrative Manual to the Housing	7/10/2019	351						
	Advisory Committee	.,,							
5.7.3	Present recommendations from Affordable Housing Nexus Study and Draft Inclusionary								
	Housing Ordinance and Administrative Manual to the Planning Commission	8/7/2019	379						
5.7.4	Present recommendations from Affordable Housing Nexus Study, Draft Inclusionary	0/47/2040	420						
	Housing Ordinance, and Administrative Manual to the Board of Supervisors	9/17/2019	420						
	1 ddisi t- the Deliverables sufficed below CONTRACTOR will require and undete								
5.7.5	In addition to the Deliverables outlined below, CONTRACTOR will provide and update	Ongoing							
F 7.6	PowerPoint presentations for each meeting								
5.7.6	County staff will schedule presentation on agenda and coordinate required notices,	Ongoing							
	agenda posting and agenda packet distribution. County staff will prepare staff report to	Oligoling							
	accompany presentation.								
5.8 Deliverables									
5.8.1.1	Plan for Public Participation	9/10/2018	48						
5.8.1.2	Administrative Draft Affordable Housing Ordinance and Administrative Manual	6/10/2019	321						
5.8.1.3	Intentinally Left Blank								
5.8.1.4	Public Review Draft Affordable Housing Ordinance and Administrative Manaul	7/1/2019	342						
	<u> </u>								

Exhil. ..1 LeSar Development Consultants - Monterey County Affordable Housing Ordinance Detailed Scope of Services Deliverable and Payment Schedule

<u>Phase</u>	Deliverable Description	Deliverable <u>Due Date</u>	Days from Contract Start	Maximum Billable <u>Amount</u>	10% Retention	Invoi <u>Amo</u>	
5.8.1.5	Final Draft Affordable Housing Ordinance and Administrative Manual for Board of Supervisors Consideration	8/17/2019	389				
5.8.1.6	Final Affordable Housing Ordinance and Administrative Manual as Adopted by Board of Supervisors	9/27/2019	430				
Other Exepns	es Reimbursable Expenses as Incurred (mileage, parking, translation services, printing, etc.)			\$ 8,000		\$ 8	3,000
	Total Not To Exceed			\$ 195,010			

Exhibit B



COUNTY OF MONTEREY CONTRACTS/PURCHASING DIVISION 1488 SCHILLING PLACE SALINAS, CA 93901 (831) 755-4990

REQUEST FOR PROPOSALS #10650

For INCLUSIONARY HOUSING ORDINANCE

Proposals are due by 3:00 pm (PST) on FEBRUARY 23, 2018

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ATTACHMENT A: PRICING SHEET	.Error! Bookmark not defined.
SIGNATURE PAGE	22

SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 It is the intent of this Request for Proposal (RFP) to solicit proposals from qualified CONTRACTOR(s) with experience in affordable housing development, market-rate economics, and municipal inclusionary housing ordinances to assist the County in preparing an amendment to the County's Inclusionary Housing Program, including a nexus study to validate in-lieu fees that may be assessed as an alternative to constructing inclusionary units and/or for partial inclusionary units for the County of Monterey.
- 1.2 This solicitation is intended to create an exclusive service AGREEMENT.

2.0 BACKGROUND

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles. There are approximately 75 County buildings throughout Monterey County which may require services. Building and property locations include but are not limited to Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far reaching in the South County as the San Luis Obispo County border.
- 2.2 The County first adopted an Inclusionary Housing Ordinance (the "Ordinance") in 1980 for new residential development and/or subdivision of land for residential development. Over the last 37-years, the Ordinance has been amended eight (8) times to address a variety of policy and market conditions. The most recent revision was adopted by the Monterey County Board of Supervisors on April 26, 2011. The current Ordinance requires that all new residential development of three or more units or lots set-aside eight (8) percent of the total units for moderate-income households; six (6) percent of the total units for very-low income households. The Ordinance contains exceptions for owner-occupied units and allows development and/or subdivisions for three or four units/lots to satisfy their obligation through payment of an in-lieu fee.
- 2.3 The Ordinance prescribed County policy for affordable housing. However, it did not include instructions for administration to allow more flexibility in implementing the Ordinance, and instead called for Board of Supervisors to adopt program guidelines. In May 2003, the Board of Supervisors adopted the Inclusionary Housing Program Administrative Manual (the "Manual"), which provides further guidance and detail to the Ordinance. The Ordinance is included in Title 18 (Buildings & Construction) Chapter 18.40 (Inclusionary Housing) of the Monterey County Code.
- 2.4 On October 26, 2010, the Monterey County Board of Supervisors adopted the 2010 Monterey County General Plan (the "GP"). The 2010 GP governs land use in the inland

areas of the County. Development within the Coastal Zone is governed by one of four Land Use Plans. The GP made several changes to the Inclusionary Housing program that have not been reflected in either the Ordinance or the Manual. Among the most significant changes include the establishment of Community Areas, Rural Centers and Affordable Housing Overlay Districts which establish different ratios for providing inclusionary and affordable housing and adding workforce 1 and workforce 2 levels of affordability to the requirement. The basic requirement for providing inclusionary housing retains the current 6/6/8% requirement and requires that an additional five (5) percent of the total units be reserved for Workforce 1 income households for a total inclusionary obligation equal to 25% of the total units/lots be dedicated as inclusionary housing.

- 2.5 Project review is conducted by 11 Land Use Advisory Committees (LUAC) and two Neighborhood Design Review Committees (NDRC). Each LUAC or NDRC covers a specific planning area or community within the County. The planning areas and design review communities are: Big Sur, Cachagua, Carmel Unincorporated/Highlands, Carmel Valley, Castroville, Chualar Neighborhood Design Review, Del Monte Forest, Greater Monterey Peninsula, North County, South Coast, South County, Spreckels Neighborhood Design Review, and Toro.
- 2.6 In addition to the existing documents, the County is participating in the preparation of two focused housing documents. In February 2017, the Board of Supervisors agreed to work with the cities of Gonzales, Greenfield, King City and Soledad and Santa Cruz County to conduct a Regional Farmworker Housing Needs Study and Action Plan. In April 2017, the County (including Gonzales, Greenfield, and Sand City as participants in the Community Development Block Grant [CDBG]) entered into a cooperative agreement with the cities of Monterey, Salinas, and Seaside to prepare a regional Assessment of Fair Housing in response to the U.S. Department of Housing and Urban Development's regulatory change requiring CDBG recipients to conduct more analysis of issues affecting the affirmative furthering of fair housing. Findings from these studies may be available and useful to quantify the demand for affordable housing and should be available beginning in mid-2018.
- 2.7 The following documents (available online) should be reviewed by all potential responders to assess the RFP's scope of work:
 - Inclusionary Housing Ordinance
 https://library.municode.com/ca/monterey county/codes/code of ordinances?nod
 eId=TIT18BUCO CH18.40INHO
 - Inclusionary Housing Administrative Manual
 http://www.co.monterey.ca.us/EconomicDevelopment/pdf/Administrative%20Ma
 nual%20Final%20Adopted%20clean%207-12-11.pdf
 - 2010 General Plan

 <a href="http://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma-/planning/resources-documents/2010-general-plan/final-version-of-the-monterey-county-general-plan/final-version-of-the-monterey-county-general-plan/final-version-of-the-monterey-county-general-plan/final-version-of-the-monterey-county-general-plan/final-version-of-the-monterey-county-general-plan/final-version-of-the-monterey-county-general-plan/final-version-of-the-monterey-county-general-plan/final-version-of-the-monterey-county-general-plan/final-version-of-the-monterey-county-general-plan/final-version-of-the-monterey-county-general-plan/final-version-of-the-monterey-county-general-plan/final-version-of-the-monterey-county-general-plan-plan-final-version-of-the-monterey-county-general-plan-final-version-of-the-monte
 - Coastal Area Land Use Plans

http://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma-/planning/land-use-regulations

- Housing Element 2015-2023
 http://www.co.monterey.ca.us/economicdevelopment/07-08-2015-draft-housing-element.pdf
- Regional Housing Needs Allocation (RHNA) 2014-2023
 http://www.ambag.org/resources/publications/2007-2014-regional-housing-needs-allocation
- 2.8 The County desires to conduct a review and update of the Ordinance to address current housing and market conditions; to harmonize the GP, Coastal Zone Plans and the Inclusionary Housing Ordinance; and, to comply with new laws governing affordable and inclusionary housing in California.
- 2.9 Request for Proposal #10650 will establish services for updating the Inclusionary Housing Program Ordinance. The County seeks CONTRACTOR(s) who will abide by all local, state, and federal regulations and who are also capable of providing all labor, materials, tools, equipment and supervision, in the course of providing CARPET INSTALLATION services.

3.0 CALENDAR OF EVENTS

3.1	Issue RFP	Monday, January 25, 2018
3.3	Deadline for Written Questions	3:00 p.m., PST, 3 Monday, February 12, 2018
3.4	Proposal Submittal Deadline	3:00 p.m., PST, Friday, February 23, 2018
3.5	Estimated Notification of Selection	March 2018
3.6	Estimated AGREEMENT Date	May 2018

This schedule is subject to change as necessary.

3.7 FUTURE ADDENDA: CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date.

IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

4.0 COUNTY POINTS OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County

Jaime Ayala Management Analyst II 1488 Schilling Place Salinas, CA 93901 PHONE: (831) 783-7047

FAX: (831) 755-4969

Email: AyalaJ@co.monterey.ca.us

- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the CALENDAR OF EVENTS herein. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.

5.0 SCOPE OF WORK

5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

The CONTRACTOR'S services shall include the following:

5.2 REVIEW OF EXISTING ORDINANCE

State all aspects of work you propose for this element. These should include, but not be limited to:

5.2.1 Examine current inclusionary requirements, Ordinance, and Guidelines including incentives

5.2.2 Evaluate Ordinance against state laws and court decisions

5.3 EXAMINATION OF DATA

State all aspects of work you propose for this element. These should include, but not be limited to:

- 5.3.1 Cost to produce affordable housing vs. market rate housing
- 5.3.2 Existing market demand for affordable housing and market rate housing
- 5.3.3 Current housing options available to very low-, low-, moderate-, workforce I, and workforce II-income households

5.4 AFFORDABLE HOUSING NEXUS STUDY

State all aspects of work you propose for this element. These should include, but not be limited to:

- 5.4.1 Methodology and assumptions
- 5.4.2 Economic analysis
- 5.4.3 Identification of impacts
- 5.4.4 Compliance recommendations consistent with the requirements of AB1505 including:
 - 5.5.4.1 In-lieu fee
 - 5.5.4.2 Land dedication
 - 5.5.4.3 Off-site construction
 - 5.5.4.4 Acquisition and rehabilitation of existing units
- 5.4.5 Administration draft review prior to public draft

5.5 CONCLUSIONS AND RECOMMENDATIONS

State all aspects of work you propose for this element. These should include, but not be limited to:

- 5.5.1 Identify incentives and alternatives
- 5.5.2 Financial benefits, costs and impacts of incentives
- 5.5.3 Process for annually adjusting In-Lieu Fee Schedule
- 5.5.4 Process, assumptions, and schedule for adjusting Inclusionary and Workforce Housing Maximum Sale Prices
- 5.5.5 Draft Inclusionary Housing Ordinance

5.6 CITIZEN PARTICIPATION AND CONSULTATION

5.6.1 CONTRACTOR will prepare a public outreach program designed to achieve public participation from all economic and planning areas of the community – including Spanish-speakers. At a minimum, the citizen participation and consultation should include:

- 5.6.1.1 One (1) resource meeting with local housing and community development stakeholders, including housing developers.
- 5.6.1.2 Eight (8) community workshops (subject to scheduling, County can provide venue) with LUACs and NDRCs.
- 5.6.1.3 Two (2) Housing Advisory Committee (HAC) workshops after Element 3 and again when the draft Inclusionary Housing Ordinance and Administrative Manual is ready for review.
- 5.6.1.4 One (1) public hearing before the Monterey County Planning Commission to present the draft Inclusionary Housing Ordinance and Administrative Manual.
- 5.6.1.5 One (1) public hearing before the Monterey County Board of Supervisors to present the draft Inclusionary Housing Ordinance and Administrative Manual.
- 5.6.1.6 To obtain public input, plan, coordinate, publicize and conduct an online/website survey.
- 5.6.2 CONTRACTOR will prepare all outreach material and provide English/Spanish translation services at community workshops (optional, list as separate item). County staff will post notices on the County website and in local newspapers, assist with distribution of outreach materials, and prepare public notices. County staff will provide the contact list for stakeholders and maintain an email list of contacts generated throughout the process.

5.7 BOARD OF SUPERVISORS, PLANNING COMMISSION, AND HOUSING ADVISORY COMMITTEE

- 5.7.1 Present Public Review Draft of Affordable Housing Nexus Study to the Housing Advisory Committee.
- 5.7.2 Present Draft Inclusionary Housing Ordinance and Administrative Manual to the Housing Advisory Committee.
- 5.7.3 Present recommendations from Affordable Housing Nexus Study and Draft Inclusionary Housing Ordinance and Administrative Manual to the Planning Commission.
- 5.7.4 Present recommendations from Affordable Housing Nexus Study, Draft Inclusionary Housing Ordinance, and Administrative Manual to the Board of Supervisors.
- 5.7.5 In addition to the Deliverables outlined below, CONTRACTOR will provide and update PowerPoint presentations for each meeting.
- 5.7.6 County staff will schedule presentation on agenda and coordinate required notices, agenda posting and agenda packet distribution. County staff will prepare staff report to accompany presentation. Present Public Review Draft to the Planning Commission and Board of Supervisors.

5.8 DELIVERABLES

5.8.1 Required Documents and Formats

- 5.8.1.1 Plan for Public Participation and outreach materials for workshops and public information materials in English and Spanish.
- 5.8.1.2 Administrative Draft of Document (for staff review) [five (5) unbound copies and one (1) pdf copy]
- 5.8.1.3 Screen Check Public Review Draft of Document (for staff review) [five (5) unbound copies and one (1) pdf copy]
- 5.8.1.4 Public Review Draft [twenty (20) bound copies and thirty (30) DVDs]
- 5.8.1.5 Final Draft for City Council consideration
- 5.8.1.6 Final Document (as adopted by City Council) [ten (10) bound copies and one DVD]
- 5.8.1.7 All documents shall be provided to the City in both Microsoft WORD and .pdf formats.
- 5.8.1.8 Public information and outreach materials (flyers/mailings announcing community meetings) shall be prepared by CONTRACTOR.
- 5.8.1.9 For each administrative review draft document, two (2) electronic copies (one WORD and one .pdf file) shall be delivered to the County.
- 5.8.1.10 Following approval by staff of each final (public draft) report, one (1) unbound reproducible original, and two (2) electronic copies shall be delivered to the County.
- 5.8.1.11 For each public agency meeting, one (1) unbound reproducible original, one (1) electronic copy and four (4) print copies of the document shall be delivered to the County. Provide one (1) electronic copy and (4) print copies to County for the Housing Advisory Committee meeting.
- 5.9.2 Required Meetings
 - 5.9.2.1 Resource Meetings (minimum of 1)
 - 5.9.2.2 Housing Advisory Group (minimum of 2)
 - 5.9.2.3 Land Use Advisory Committees/Neighborhood Design Review Committees (minimum of 8)
 - 5.9.2.4 Planning Commission Presentation of draft (1)
 - 5.9.2.5 Board of Supervisors Presentation of final draft, public hearing (1)
 - 5.9.2.6 Meet with County Housing staff in Salinas (5)

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT(s) will be for a period of 24 years with no options to extend the AGREEMENT for an additional two (2) one year periods.
 - 6.1.1 County is not required to state a reason if it elects not to renew.
- 6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

- 6.2.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 6.3 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

- 7.1 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.2 <u>CONTRACTOR</u> is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.
- 7.3 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security.

8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

8.1 CONTENT AND LAYOUT:

8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal shall be organized as per the table below; headings and section numbering utilized in the proposal or qualification package shall be the same as those identified in the table. Proposals shall include at a minimum, but not limited to, the following information in the format indicated:

Proposal Layout; Organize and Number Sections as Follows:			
Section 1	COVER LETTER (INCLUDING CONTACT INFO)		
	SIGNATURE PAGE		
	RECEIPT OF SIGNED ADDENDA (IF ANY)		
	TABLE OF CONTENTS		
Section 2	PROPOSED SCOPE-OF-WORK OR QUALIFICATIONS		
Section 3	PROJECT EXPERIENCE AND REFERENCES		
Section 4	TECHNICAL ASPECTS OF PROPOSAL		
Section 5	STATEMENT TO SERVICE ENTIRE COUNTY		
Section 6	ENVIRONMENTALLY FRIENDLY PRACTICES		
Section 7	PRICING (ATTACHMENT A) & WARRANTY		
Section 8	EXCEPTIONS		

Section 8	APPENDIX
Section 10	BONDS

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages and should provide firm information and Contact information as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). proposals submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

Table of Contents

Section 2, Pre-Qualifications/Licensing Requirements:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications and licensing requirements as set forth herein.

Section 3, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience & References: CONTRACTOR shall describe at least 3 similar projects for which it provided services similar to the scope of work described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or

RFP #10650 INCLUSIONARY HOUSING ORDINANCE

subsidiaries, from any public agency during 2005 up to and including the present day.

Section 4, Technical Aspects:

CONTRACTOR shall provide a written and signed statement in this section which confirms that their proposal is inclusive of all elements necessary for a turn-key project.

CONTRACTOR shall also include:

- Proposed Project Timeline to ensure compliance with meeting the County's needs as indicated in this solicitation.
- Proposed method that CONTRACTOR will use to host the data management system; e.g. in-house servers, cloud based, etc.
- Proposed methods for ensuring data security and user interface.

Section 5, Statement to Service Entire County:

Include a statement acknowledging which of the following locations your company is able to provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far reaching in the South County as the San Louis Obispo County border.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

Section 6, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to in the course of doing business as relevant to County's Climate-Friendly Purchasing Policy (*Reference: www.co.monterey.ca.us/admin/policies.htm*).

CONTRACTOR shall indicate whether or not it is a 'Green Certified' Business and state which governing authority administered the certification.

Section 7, Pricing & Warranty:

CONTRACTOR shall complete and submit pricing as per ATTACHMENT A – PRICING SHEET attached hereto.

Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended

warranty is available and submit the extended warranty term period and associated cost.

Section 8, Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #" (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 9, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal and include such information in an Appendix section.

Section 10, Bonds:

The selected CONTRACTOR shall maintain and provide evidence that they have Fidelity Bond Insurance in an amount at least equal to Two Million Six Hundred Thousand Dollars (\$2,600,000) at the time the contract is executed.

- 8.2 <u>ADDITIONAL REQUIREMENTS:</u> To be considered "responsive," submitted proposals shall adhere to the following:
 - 8.2.1 Four (4) sets of the proposal (one original proposal marked "Original" plus three copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to "RFP #10650". In addition, submit one (1) electronic version of the entire proposal on a USB memory stick. Additional copies may be requested by the COUNTY at its discretion.
 - 8.2.2 Proposals shall be prepared on 8-1/2" x 11" paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
 - 8.2.3 Reproductions of the Monterey County Seal shall <u>not</u> be used in any documents submitted in response to this solicitation.
 - 8.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
 - 8.2.5 To validate your proposal, submit the SIGNATURE PAGE (contained herein) with your proposal. Proposals submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be

inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

8.3 <u>CONFIDENTIAL OR PROPRIETARY CONTENT:</u> Any page of the proposal that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION" at the top of the page.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 <u>Submittal Identification Requirements:</u> ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: THE SOLICITATION NUMBER RFP #10650 and CONTRACTOR'S COMPANY NAME.
- 9.2 <u>Mailing Address:</u> Proposals shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 9.3 <u>Due Date:</u> Proposals must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 9.4 <u>Shipping Costs:</u> Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 9.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposals, or part of any proposal, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 9.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a Proposal but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 9.7 <u>Compliance:</u> Proposals that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.

9.8 <u>CAL-OSHA</u>: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

10.0 SELECTION CRITERIA

- 10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 10.2 The selection criteria include the following:

CRITERIA		
	Indicate Pass/Fail	
Proposal Package Content		
Cover Letter (Including Contact and Firm Info) Section 1		
Signed RFP Signature Page: Section 1		
Receipt of Signed Addenda: (if any) Section 1		
Table of Contents: Section 1		
Pre-Qualified/Licensing Requirements: Section 2		
Project Experience and References: Section 3		
Technical Aspects: Section 4		
Statement to Service Entire County: Section 5		
Environmentally Friendly Practice: Section 6		
Pricing & Warranty per Attachment A: Section 7		
Exceptions: Section 8		
Bond: Section 9		
	Possible Points	
CONTRACTOR'S ability to meet the County's requirement and	35	
housing data management capacities.		
CONTRACTOR'S Cost/Pricing	20	
CONTRACTOR'S Support, Technical Services, and Training	15	
capacities		
CONTRACTOR'S Experience, Proven track record (especially	25	
with other governmental entities) Qualifications, and References.		
Local Vendor (if applicable):	5	
Provides supporting documentation to show qualifications.		
TOTAL SCORE (100 points available)		

10.3 AGREEMENT award(s) will not be based on cost alone.

- 10.4 To the extent of personnel and equipment to be provided under this agreement, CONTRACTOR, if so requested, shall afford the County an opportunity to inspect CONTRACTOR'S equipment prior to award of the agreement.
- 10.5 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the county, best serves the overall interest of the County.
- 10.6 The award made from this RFP may be subject to approval by the County Board of Supervisors.

11.0 PRICING

- 11.1 CONTRACTOR(s) will complete a PRICING SCHEDULE for the provision of services as outlined within this RFP.
- 11.2 CONTRACTOR prices stated in PRICING SCHEDULE shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.
- 11.3 Prior to the start of each project, the County department and CONTRACTOR(s) will mutually agree upon the budget for the project.
 - 11.3.1 County will provide a defined scope
 - 11.3.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.
- 11.4 Prices quoted for work assignments must remain in effect for a minimum of thirty (30) days.
- 11.5 Invoicing by CONTRACTOR(s) will clearly itemize but is not limited to the following:
 - 11.5.1 County Department receiving services,
 - 11.5.2 Purchase order number under which the invoice is to be charged,
 - 11.5.3 Services provided,
 - 11.5.4 Dates of services,
- 11.6 Proposals should include any early discounts and/or incentives offered.

12.0 PREFERENCE FOR LOCAL CONTRACTORS

12.1 This solicitation and the subsequent AGREEMENT awarded shall comply with County's Local Preference Policy (recently revised by County's Board of Supervisors in 2012) which is online at: www.co.monterey.ca.us/admin/policies.htm

This solicitation is being awarded based upon an evaluation of qualitative considerations as defined in the Selection Criteria Section. Per County's Local Preference Policy, firms are eligible for a five percent (5%) preference provided the firm qualifies as a "local vendor" as defined in the policy. In order for this local preference to be applied, CONTRACTOR is required to complete and submit ATTACHMENT A LOCAL BUSINESS DECLARATION FORM which is attached hereto with its qualifications package. For purposes of this Article 10 relating to local preference and local business, the term "bidder" or "bidders" shall mean "person submitting a Qualification Package." Only the CONTRACTOR requesting the preference must clearly indicate that it will be performing a minimum of fifty percent of the work. Only one form shall be submitted with each qualifications package.

12.0 CONTRACT AWARDS

- 12.1 <u>No Guaranteed Value:</u> County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 12.2 <u>Board of Supervisors:</u> The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 12.3 <u>Interview</u>: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 12.4 <u>Incurred Costs:</u> County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 12.5 <u>Notification:</u> All CONTRACTORS who have submitted a Proposal will be notified of the final decision as soon as it has been determined.
- 12.6 <u>In County's Best Interest:</u> The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

13.0 SEQUENTIAL CONTRACT NEGOTIATION

13.1 County will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

14.0 AGREEMENT TO TERMS AND CONDITIONS

14.1 CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the "SAMPLE AGREEMENT SECTION" herein. Submission of a signed bid/proposal and the SIGNATURE PAGE will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the SAMPLE AGREEMENT Section herein. County may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

15.0 COLLUSION

15.1 CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

16.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION". The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential. As a California government entity, County is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary. County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

RFP #10650 INCLUSIONARY HOUSING ORDINANCE

SAMPLE AGREEMENT SECTION

The COUNTY OF MONTEREY AGREEMENT \$100,000 OR LESS with all terms and conditions may be viewed at:

http://www.co.monterey.ca.us/cao/pdfs/AGMTnte\$100k.pdf

RFP #10650 INCLUSIONARY HOUSING ORDINANCE

ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # 10650 ISSUE DATE: JANUARY 25, 2017



RFP TITLE: INCLUSIONARY HOUSING ORDANCE

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER $\ensuremath{\mathbf{BY}}$

3:00 P.M., LOCAL TIME, ON FEBRUARY 23, 2018

MAILING ADDRESS: COUNTY OF MONTEREY CONTRACTS/PURCHASING OFFICE 1488 SCHILLING PLACE SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO Jaime Avala, EMAIL AyalaJ@CO.MONTEREY.CA.US, (831) 783-7047

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 4 copies): ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.1 HEREIN This Signature Page must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive. CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION. CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package. Company Name: Date Signature: Printed Name: Street Address: City: State: Zip: Phone: () ______ Fax: () _____ Email: _____ License No. (If applicable): License Classification (If applicable):

SUBMITTAL COVER

Response to the County of Monterey

Inclusionary Housing Ordinance

SUBMITTAL DATE: March 1, 2018



Prepared by:

LeSar Development Consultants
404 Euclid Ave., Suite 212
San Diego, CA 92114
619-236-0612 (office) | 619-236-0613 (fax)
ops@lesardevelopment.com
www.LeSarDevelopment.com

Primary Contact: Diana Elrod, Principal diana@lesardevelopment.com

(415) 214-2248

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SECTION 1 - REQUIREMENTS



March 1, 2018

County of Monterey Contracts/Purchasing Division 1488 Schilling Place Salinas, CA 93901 (831) 755-4990

Attn: Jaime Ayaia, Deputy Purchasing Agent

Dear Mr. Ayala:

LeSar Development Consultants (LDC), a corporation, and our sub-consultants Keyser Marston Associates (KMA), a corporation, and Goldfarb & Lipman LLP (GL), a Limited Liability Partnership, are pleased to submit this proposal to assist the County of Monterey by providing inclusionary housing ordinance consulting services.

Our team possesses the knowledge, skill, and capacity necessary to provide the services described within the RFP. Our expertise spans real estate market and economic trends, inclusionary housing ordinances, fair housing processes, affordable housing development and finance, and homelessness mitigation and economic development strategies. We have extensive experience with affordable housing ordinance development, needs assessments, strategic planning, consolidated plans and affordable housing action plans, and innovative community engagement strategies that access traditionally underrepresented and/or hard-to-reach populations.

We have a strong local presence in Northern California where each partner has a local office; a proven track record of being nimble and responsive to client needs; and extensive experience integrating primary and secondary data sources, priorities, opportunities, and evidence-based best practices into comprehensive policy frameworks. Additionally, LDC is a certified WBE/SBE organization. Goldfarb & Lipman is a woman-owned enterprise, certified by the Women's Business Enterprise National Council.

LDC will have lead responsibility for all services and deliverables outlined in the scope of work. LDC Principal Diana Elrod will serve as the Designated Project Manager. Our sub-consultants will assist with economic feasibility analyses, impart expertise on the local landscape, and lead community information collection, analysis, and presentation. We are confident in our capability to meet the requirements of the scope of work on schedule and within budget.

Sincerely,

Catherine A. Romanas Director of Operations

Momanes

Jennifer LeSar, CEO, LDC	404 Eudid Avenue, Suite 212	P: (619) 236-0612X101
Jennifer@lesardevelopment.com	San Diego, CA 92114	F: (619) 236-0613
Kathe Head, Managing Principal, KMA	500 South Grand Avenue, Suite	P: (213) 622-8095
khead@keysermarston.com	1480	F: (213) 622-5204
	Los Angeles, CA 90071	
Barbara Kautz, Partner, GL	523 West Skth Street, Suite 610	P: (213) 627-6336
bkautz@goldfarblipman.com	Los Angeles, CA 90014	F: (510) 836-1035

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REP \$10650 INCLUSIONARY HOUSING ORDINANCE

SIGNATURE PAGE

COUNTY OF MONTERBY CONTRACTS/PURCHASING DIVISION RFP # 1**0650** ISSUE DATE: JANUARY 25, 2017



RFP TITLE: INCLUSIONARY HOUSING ORDANCE

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/FURCHASING OFFICER BY

3:00 P.M., LOCAL TIME, ON FEBRUARY 23, 2018

MAILING ADDRESS:
COUNTY OF MONTHREY
CONTRACTS/FURCHASING OFFICE
1488 SCHILLING PLACE
SALINAS, CA 93901

QUESTIONS ABOUT THIS REP SHOULD HE DIRECTED TO Jakon Avala, HMAIL AyalaJ@CO.MONTEREY.CA.UB, (831) 783-7047

COL	VTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 4 copies):
	ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.1 HERRIN

This Signature Page must be included with your submittal in order to validate your proposal.

Proposals submitted without this page will be desired non-respondive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I haveby agree to famish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal puckage. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: LeSar Development Consultants	Date March 2, 2018
Signature: Catherine A Romana Printed Name:	Catherine A Romanas
Street Address: 404 Euclid Ave, Suite 212	
City: San Diego State: CA Zip: 92114	
Phone: (619) 236-0612 Fax: ()	Email: ops@lesardevelopment.com
License No. (If applicable):	
License Classification (If applicable):	

Jaime Ayala, Management Analyst II

REP #10650 INCLUSIONARY HOUSING CRIDINANCE

MONTEREY COUNTY

Administrative Office Contracts/Purchasing Division



DATE: February 15, 2018

PROJECT: RFP 10650 INCLUSIONARY HOUSING ORDINANCE

ADDENDUM #1

TO: All Interested Proposers

SUBJECT: Proposal due date extended

Please see attached document for changes to Section 3.0, Calendar of Events. The proposal due date has been extended and is reflected within Section 3.0, Calendar of Events.

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #1.

Jaime Ayala Deputy Purchasing Agent

Company Representative

Date

1 | Page

Please note the following changes to Section 3.0, Calendar of Events as highlighted below.

3.0 CALENDAR OF EVENTS

3.1 Issue RFP Thursday, January 25, 2018
3.2 Deadline for Written Questions 3:00 p.m., PST Monday February 12, 2018
3.3 Proposal Submittal Deadline 3:00 p.m., PST, Friday, March 2nd, 2018
3.4 Estimated Notification of Selection March 2018
3.5 Estimated AGREEMENT Date May 2018

This schedule is subject to change as necessary,

3.6 FUTURE ADDENDA: CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addends and/or information that may be issued prior to the solicitation submittal date. IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at www.co.monterev.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

MONTEREY COUNTY

Administrative Office Contracts/Purchasing Division 1488 Schilling Place Salinas, CA 93901 831-755-4990



ADDENDUM #2 RFP 10650 INCLUSIONARY HOUSING ORDINANCE

DATE:

February 21, 2018

PROJECT:

RFP 10650 Inclusionary Housing Ordinance

TO:

Interested Proposers

SUBJECT: Written Questions and Answers

Please see attacked departmental answers to all questions received by the deadline to submit written questions of February 12, 2018

A signed copy of this addendum must be submitted along with your original bid proposal package to verify receipt of this Addendum #2.

Atheime A Romanas Company Representative

Jaime Ayala Deputy Purchasing Agent Addendum #2 RFP 10650

- Q1) Does the County have a specific budget amount allocated for this project?
- A1) The County does not have set budget for this project, however The County is seeking the best value proposed for this project.
- Q2) Does the County have a schedule in mind for completion of this project?
- A2) Per section 6.0 Contract Term, the term for this project is 2 years therefore all relative work outlined within the scope should be completed.

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SECTION 7 - PRICING (ATTACHMENT A) & WARRANTY	
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SECTION 2 - PROPOSED SCOPE-OF-WORK OR QUALIFICATIONS

In the following pages, we provide a detailed account of the course of action suggested by our team and the deliverables submitted for each task of the proposed work plan.

5.0 PROJECT INITIATION

Kick-off Meeting with Primary Team Members.

To commence the project, the lead contacts for LDC, KMA, and GL will participate in a kickoff meeting with County staff to review project timeline, develop communication protocols, and clarify roles and responsibilities. This will help ensure a collaborative and communicative planning process that stays on time and on budget.

Deliverables:

Agenda for kickoff meeting, meeting summary

Meetings:

Resource Meeting (5.9.2.1)

Project Timeline.

Following the kickoff meeting, our team will lay out a comprehensive project timeline and work plan to complete all tasks and deliverables within the budget and timeframes allotted, review the strategic questions that the data collection and policy development process will address, and clarify understanding of the socioeconomic, political, and regulatory landscape in which the County is situated. The timeline and work plan will include the content of engagement activities and expectations, as well as a proposed schedule for regular check-ins with the project lead to provide updates, review materials, gather feedback, and plan next steps (e.g., weekly calls and in-person meetings as needed).

Deliverables:

Finalized work plan, including timeline and milestones

5.2 REVIEW OF EXISTING ORDINANCE

In conjunction with establishing the project timeline and work plan components, we will review and analyze documents related to affordable and fair housing needs, land use planning, affordable housing incentives, economic development and transportation plans. Documents will include those listed in the RFP (Inclusionary Housing Ordinance, Inclusionary Housing Administrative Manual, 2010 General Plan, Coastal Area Land Use Plans, Housing Element 2015-2023, and Regional Housing Needs Allocation 2014-2023). The findings in these documents will be combined with additional research from sources such as the U.S. Census Bureau, the American Community Survey (ACS), and information provided by County staff, public and private agencies, citizens, and stakeholders. This comprehensive assessment will establish the context necessary for building a pragmatic yet flexible inclusionary housing policy that is responsive to demographic and economic needs as well as changing market conditions.

5.3 **EXAMINATION OF DATA**

A key step in establishing affordable housing requirements is to quantify the financial impact associated with the production of affordable housing units. That financial impact is equal to the difference between the market-rate price for housing and the defined affordable price or rent for the required income-restricted units. This difference is known as the "affordability gap", and it is quantified using the following methodology:

- 1. The projected market-rate sales prices and/or rents are complied for prospective new residential projects.
- 2. The maximum affordable prices and rents are calculated based on the standards imposed by the County's inclusionary housing program.
- 3. The difference between the market-rate price and the defined affordable price represents the affordability gap associated with each income-restricted unit required to be included in a market-rate residential project.

Unincorporated Monterey County is comprised of 13 planning areas or communities served by 11 Land Use Advisory Committees (LUAC) and two Neighborhood Design Review Committees (NDRC). KMA will use the results of the real estate market study (Task 5.3.2) to identify a range of product types and projected pricing for use in the affordability gap analyses. As appropriate, the results will be differentiated to reflect the unique characteristics of the 13 planning areas or communities.

The demand for affordable housing will be identified based on available socio-economic information such as the County's 2010 General Plan, the Coastal Area Land Use Plans, the 2015 – 2023 Housing Element, the 2014 – 2023 Regional Housing Needs Allocation, and the Comprehensive Housing Affordability Strategy information compiled by HUD. In addition, KMA will request the County's assistance in identifying the product types and income standards imposed on affordable housing development that has occurred over the past 15 years.

For the demand analysis for market rate housing, recent trends in residential development within unincorporated Monterey County will be identified and summarized. The levels of past construction activity will be presented going back approximately 15 years to cover various economic cycles. KMA will seek the County's assistance in estimating the distribution of the development activity in terms of ownership versus rental construction. This analysis will identify the prevalent housing products, unit sizes and achievable sales prices.

As stated in the County's most recent Consolidated Plan, the farming and hospitality industries represent two of the largest economic sectors in Monterey County, particularly in the unincorporated areas. In general, people employed in these industries tend to earn lower incomes. Therefore, the County's reliance on these two economic sectors generates a significant demand for affordable housing.

The ConPlan also notes that the Urban County has a significant need for affordable housing. Currently, waiting lists for publicly assisted housing and Housing Choice Vouchers have a wait period of many years. In addition to issues relating to affordability, issues relating to housing conditions are also prevalent. With more than 62 percent of the housing units older than 30 years of age, a large portion of the Urban County's housing stock may need substantial rehabilitation and emergency repairs. The extent of housing needs in the Urban County far exceeds the resources available to address those needs.

In terms of overall supply, according to the CHAS data by HUD, mismatches in terms of supply and affordability exist in the Urban County. Approximately 2,863 households earn less than 30 percent of AMI reside in the Urban County, however, there are only 521 dwelling units affordable to those at this income level. Similarly, the Urban County has 3,248 households earning between 31 and 50 percent of AMI and only 1,492 housing units affordable to those at this income level. The shortage of affordable units is most acute for households with the lowest incomes, but even households earning between 51 and 80 percent AMI will have difficulty finding affordable housing. The Urban County is home to 5,065 households earning between 51 and 80 percent AMI but only 4,298 housing units affordable to those at this income level. Furthermore, a housing unit affordable to a particular income group does not mean the unit is actually occupied by a household in that income group. Therefore, the affordability mismatches are likely to be more severe than presented by the CHAS data.

5.4 AFFORDABLE HOUSING NEXUS STUDY

The affordable housing nexus study will be undertaken in the context of the following:

- In 2015, the California Supreme Court ruled in the California Building Industry Association v. City of San Jose, 61 Cal 4th 435 (San Jose) that Inclusionary Housing ordinances should be viewed as use restrictions that are a valid exercise of a jurisdiction's zoning powers. The San Jose ruling only applies to ownership residential development. The parameters of the San Jose case did not include inclusionary housing restrictions on rental development.
- In September 2017 the California Legislature adopted AB 1505, which was then signed by the Governor as part of a package of 15 housing bills. It amends Section 65850 of the California Government Code, and adds

Section 65850.01 to allow jurisdictions to adopt ordinances that require rental residential projects to include a defined percentage of affordable housing units. AB 1505 requires jurisdictions to provide options for alternative means of fulfilling inclusionary housing obligations. These options include, but are not limited to:

- a. In-lieu fees;
- b. Land dedication;
- c. Off-site construction; and
- The acquisition and rehabilitation of existing units.
- 3. Callfornia Government Code Sections 65915-65918 impose density bonus requirements on projects that fulfill defined income and affordability restrictions.

These factors will be included in the economic analysis (5.4.2) that will serve as the foundation of the affordable housing nexus study.

KMA will perform a thorough economic analysis to evaluate the financial feasibility of imposing inclusionary housing requirements on the following types of new residential development in unincorporated Monterey County:

- Single family homes;
- 2. Condominiums/Townhomes; and
- 3. Apartment projects.

For analysis purposes, KMA will create prototype developments for each of the three identified housing types. These prototypes will be developed in consultation with County staff and local developers, and they will be representative of project types currently being developed in unincorporated Monterey County. As pertinent, separate prototypes will be created for the planning areas or communities in unincorporated Monterey County. The financial feasibility analyses will apply the results of the market analysis (5.3.2) and the affordability gap analysis (5.3.1) as inputs into KMA's proprietary pro forma models. The results of financial feasibility testing will inform the recommendations regarding the requirements that can be imposed by the County on a financially feasible basis.

A fundamental premise is that the inclusionary housing program should not place an onerous financial burden on the developers of market rate housing. The courts have held that affordable housing is a "public benefit," and that locally imposed inclusionary Housing ordinances are a legitimate means of providing this public benefit.

The courts have also found that the Inclusionary Housing requirements cannot deprive an owner of "all economically beneficial use" of the property. However, all economically beneficial use has never been defined. The KMA financial feasibility analysis (5.4.2) will be based on the parameters that have been applied to a significant number of Inclusionary Housing programs that have been adopted in California jurisdictions. The results of these analyses will be used to assist in creating requirements that balance the interests of property owners and developers against the public benefit created by the production of income restricted units.

KMA will provide compliance recommendations consistent with the requirements of AB1505. AB 1505 requires jurisdictions to provide developers with a variety of options for fulfilling inclusionary housing obligations that are imposed on rental apartment projects. In recognition of the limitations imposed by AB 1505, KMA will provide the following structuring recommendations:

- The length of the covenant period that should be imposed on the inclusionary units;
- The scope restrictions that should be imposed on projects that provide the inclusionary units on site within the market rate project;
- The methodology that should be imposed to establish the amount of the in-lieu fee that will be assessed on projects that are not required to produce inclusionary housing units, or those projects that generate an obligation for a fractional inclusionary unit;
- 4. The requirements that will be imposed on projects that are allowed to produce inclusionary units in an off-site location;

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- 5. The site characteristics and potential financial contribution requirements that will be imposed on proposed land dedications: and
- The circumstances under which the acquisition and rehabilitation of existing residential projects will be allowed.

As part of the Affordable Housing Nexus Study, KMA proposes to deliver a draft memorandum that will be supported by tables, data and other materials that are relevant to the analysis.

5.5 CONCLUSIONS AND RECOMMENDATIONS

Information from the literature review, ongoing outreach efforts, and economic feasibility analyses will guide draft recommendations for a revised inclusionary housing ordinance that is consistent with the County's need for affordable housing as defined in its Housing Element and General Plan, and which is responsive to its demographic and economic characteristics. Additionally, our team of affordable housing finance and policy experts will, with direction from the project lead, work with various County staff to identify and conduct any additional analyses necessary. Recommendations will integrate evidence-based best practices for encouraging mixed-income housing into a framework that specifically addresses the socioeconomic, political, and regulatory structure of the County of Monterey.

- 1. The County's zoning documents, including the Housing Element component of the General Plan;
- 2. The County's affordable housing planning documents, including the Consolidated Plan;
- 3. The results of the community outreach and engagement plan;
- 4. The best practices identified in the survey of existing inclusionary housing programs;
- 5. Ongoing discussions with County staff; and
- The results of the economic feasibility analyses.

We propose to compile the information derived from the following sources to assist in the creation of a recommended inclusionary housing policy:

The recommendations for an inclusionary housing policy will include the following components:

- 1. The basic program parameters to be imposed on ownership and rental housing projects;
- The financially feasible income targeting to be imposed in each subarea;
- 3. The percentage of housing units that should be set aside as inclusionary housing units;
- 4. The alternatives to on-site inclusionary housing development that should be allowed by right and those that should require approval;
- 5. The role that the California Government Code Section 65915 65918 density bonus should play in establishing income and affordability requirements for the County's inclusionary housing program; and
- 6. The implementation and administrative tools that should be created by the County after an inclusionary housing program is adopted.

Preparation of a Draft Revised Inclusionary Ordinance

Our team will first prepare an administrative draft ordinance that will build out the recommendations developed in this task into a clearly defined program structure that includes guidelines for program monitoring and evaluation. The ordinance will address income groups to be served and the County's required share of affordable units to be set aside, as well as options for inclusionary requirement fulfillment and a set of developer incentives that have been demonstrated to effectively reduce the economic impact of providing affordable units in jurisdictions similar to the County of Monterey. The draft ordinance will be submitted for review and iterations with changes completed according to the County's satisfaction.

Deliverables: Administrative Draft of Document (5.8.1.2)

Following review and incorporation of any revisions to the administrative draft ordinance, a draft ordinance will be prepared under direction from County staff and presented to the Planning Commission, for public hearing, and to other relevant bodies as directed by County staff.

Deliverables: Public Review Draft (5.8.1.4)

Meetings: Planning Commission – Presentation of draft (5.9.2.4)

Public hearing before the Monterey County Planning Commission to present the draft

Inclusionary Housing Ordinance and Administrative Manual (5.6.1.4)

Public hearing before the Monterey County Board of Supervisors to present the draft

Inclusionary Housing Ordinance and Administrative Manual (5.6.1.5)

Housing Advisory Committee (5.6.1.3)

Our team will incorporate all feedback received from stakeholders and, under direction of County staff, prepare the final draft of an inclusionary housing policy that is both pragmatic and flexible – delivering affordable housing in accordance with existing County policies and needs and meeting future housing needs by adapting to changing conditions related to real estate, economic, and housing policy.

Deliverables: Final Draft for City Council consideration (5.8.1.5)

Final Document, as adopted by City Council (5.8.1.6)

Meetings: Board of Supervisors – Presentation of final draft, public hearing (5.9.2.5)

5.6 CITIZEN PARTICIPATION AND CONSULTATION

Our team has extensive experience developing robust outreach plans to ensure that key multi-cultural communities, local opinion leaders, institutions and stakeholder groups are engaged meaningfully and at a high level throughout the public engagement process. The public engagement effort has several clear objectives; it will:

- Utilize an inclusive outreach strategy that maximizes input from a broad range of project stakeholders by utilizing an array of input opportunities;
- Encourage residents, businesses and community leaders to participate in issues that impact their lives and livelihoods;
- Provide clear, ongoing, and accessible information so that residents in the area are included in visionoriented dialogue, and that their input is valued;
- Create multiple opportunities for the generation of ideas and comments, while recognizing the challenges of "meeting fatigue"; and,
- Implement creative outreach strategies to leverage community input.
 - The program will meet these goals by implementing the following strategies; it will:
- Develop innovative and informative public information materials and relate complex technical information in clear, concise and highly visual format;
- Utilize a variety of notification techniques to inform stakeholders about the project and how they can become engaged;
- Coordinate meeting logistics to maximize attendance by making meetings convenient, interesting, and engaging;
- Provide a multilingual effort throughout the engagement process to ensure that the outreach plan is inclusive of diverse communities; and,
- Coordinate efforts within the various local neighborhood media outlets and community organizations to educate and inform them on why the project is of special importance to their readers.

The success of any project starts with a comprehensive outreach plan that establishes a process for public and community engagement, likely challenges and approaches to address those challenges, and utilizes the full range of communication tools and targets key stakeholders. We will prepare a Community Outreach and Engagement Plan that provides a blueprint for engaging project stakeholders and interested parties, and includes project milestones and a proposed timeline to guide the outreach effort while, at the same time, endeavoring to build in sufficient

flexibility to recognize the dynamic nature of any project. This Outreach Plan encompasses the approaches that will be taken to notify, educate and engage stakeholders as well as the details of how public input will be documented, evaluated and incorporated into the decision-making process as the questions, concerns, creative ideas and needs of community members will inform the project. It will also provide recommendations about the format of meetings including the workshops/charrettes, and list opportunities for the team to attend meetings of other involved organizations.

Our team anticipates utilizing the full complement of outreach tools from traditional methods such as community workshops/charrettes, focus groups/stakeholder interviews, collateral material development, and social media, to cutting edge web tools, interactive web and tactical urbanism stakeholder engagement strategies. We have an established track record embracing and implementing new, innovative ways to engage communities to help build awareness of and consensus on our projects. We are always looking at adopting new strategies to facilitate the outreach process, so we can spread our net further and make sure we include "hard-to-reach" and non-English speaking populations. At the same time, we also look at each project for unique opportunities to leverage public input through innovative strategies. All approaches to outreach will be included in the development of the Community Outreach and Engagement Plan, and will specifically address how stakeholders will be engaged, including reaching disadvantaged and non-English speaking populations, deploying innovative outreach strategies, and how public input will be documented.

Deliverable:

Plan for Public Participation and outreach materials for workshops and public information materials in English and Spanish (5.8.1.1)

Stakeholder Engagement

As part of the kickoff portion of the project, we anticipate a combination of Public Workshops/Town Halls, key stakeholder interviews/focus groups throughout the project. These outreach efforts will help inform stakeholders of the project's progress, as well maintain consistent messaging and an outreach presence in the community. These meetings will incorporate the following

- Focus Groups/Stakeholder Interviews
- Public Workshops/Town Halls
- Website and Social Media Outreach

Engaging Disadvantaged and Non-English Speaking Communities

Our team is experienced conducting meetings in Spanish or in a bilingual format, where appropriate. We are also adept at employing and tailoring creative outreach strategies to reach, engage and elicit feedback from diverse, often "hard-to-reach" populations.

Demographics and language capabilities of the intended project audiences are a priority. Collateral materials or text developed for public circulation will be translated into Spanish. It is our goal that project stakeholders who do not speak English, or do not speak English as a first language, will be able to engage in the project in the same manner that an English-speaking stakeholder would. We will take these needs into consideration when developing meeting notifications, website content and all other publicly consumed messaging.

Documenting Public Input

We recognize the need to ensure that all comments received during the life of the project are documented and catalogued as this will in inform the work of the project team. For this reason, we will document all comments received through our various engagement activities. Comments received at public meetings, through the stakeholder interviews, at pop-up events, or posted on our Facebook page, will be documented, catalogued by name of stakeholder or group and include pertinent contact information.

Our team will conduct eight (8) Community Workshops/Town Halls will take place to coincide with key project milestones. The format for the Community Workshops/Town Halls will be structured to be participatory, engaging and meaningful to those attending.

Having coordinated numerous public hearings, community meetings and workshops for past projects, we are sensitive to the detail that must be employed in setting up such events. To aim for maximum participation, for example, accessible and well-lit locations must be selected, and dates and times should be carefully chosen taking religious and secular holidays, County meetings and other local events into consideration. All efforts must be made to achieve a level of comfort for participants such as providing informational handouts to name tags and sign-in sheets. The logistics for the public meetings will typically include

- Reserving locations
- Obtaining information on parking, lighting, seating, required audio or amplification equipment, security and insurance
- Providing translated materials where necessary
- Arranging for interpreters and simultaneous interpreting equipment
- Drafting and distributing invitations or notices
- Developing visual presentation material
- Preparing and maintaining sign-in sheets
- Meeting attendance & facilitation (includes capturing comments)
- Assuring the sufficient supply of hand-out materials
- Recording comments of attendees

Our team will ensure a range of appropriate meeting notifications that may include direct mail, eblasts, door-to-door distribution, advertisements, digital media and social media.

Our team is prepared to present materials related to all project activities, which includes presenting to the Housing Advisory Committee, and other relevant parties. We are also available to support County staff with study session materials and facilitation for these entities related to the development and implementation of an inclusionary housing ordinance. We will be responsive to requests for meetings, materials, and information from key County department and division staff pertaining to any issues, program-specific information, or data collection, sources, and/or analysis.

Stakeholder Interviews

As part of developing a baseline community engagement for project, we will conduct at least one resource meeting with local housing and community development stakeholders, including housing developers. The purpose of these interview/focus groups is to hear first-hand from important project stakeholders about their priorities for the project prior to the initial Public Workshops/Town Halls. In this way, the project team will have advance notice from a cross section of stakeholders already involved in the project about what some of the key "hot-button issues" will be and will gain some insights into how to develop the path forward.

Elected Officials Briefings

As part of the stakeholder interview process, it is critical that elected officials be regularly updated on the project. In doing this, we can provide the elected officials staff with a "dry run" of the materials to be presented to the public. These meetings represent key opportunities to disseminate project updates and to provide a forum where the project team can share information with the elected officials' offices.

Website and Social Media

As part of the stakeholder engagement strategy, website surveys and social media will be used throughout outreach efforts to complement more traditional public engagement approaches. To encourage participation and project buyin from the surrounding community, Facebook and Twitter will be utilized. A Facebook page will display the latest project news and will be used to create "Events" that will be publicized via geographically targeted Facebook ads to

ensure greater participation at community workshops and pop-up events. As mailing lists are compiled throughout the life of the project, Facebook's custom audience feature can also be leveraged to target and engage stakeholders. In addition to ads, Facebook Live will be harnessed to help raise visibility of the project's page given that Facebook's algorithm gives priority to live videos. Live videos will feature snippets of community engagement events like the workshops, intercept interviews, and pop-up events.

Twitter, a primarily news focused platform, will feature up-to-the-minute project information and live tweeting from workshops and other public engagement events. Stakeholders will be encouraged on other platforms to follow the project's twitter account for information as it is happening at meetings and events, further encouraging feedback and engagement. Twitter will also be used to publicize other social media platforms for unique content.

Presentation and Collateral Material Development

Compelling, interesting collateral materials remain a primary means of informing and educating the public. These materials must be able to both translate technical information and motivate further participation. To help engage a larger set of stakeholders, our team proposes taking a visually-centric approach to creating informational materials including Flyers to advertise meetings, Fact Sheets and Frequently Asked Questions (FAQs) in anticipation of the kickoff meeting. Visually appealing, easy to understand information boards for meetings and presentations should also be produced to help illustrate project milestones. Images and infographics will be used to create engaging materials that can be distributed at events and can be shared electronically as well.

Deliverables: Public information and outreach materials (5.8.1.8)

Meetings: Land Use Advisory Committees/Neighborhood Design Review Committees (5.9.2.3)

Resource meeting with local housing and community development stakeholders, including

housing developers (5.6.1.1)

Housing Advisory Committee (HAC) workshop (5.6.1.3) Community workshops with LUACs and NDRCs (5.6.1.2)

5.7 BOARD OF SUPERVISORS, PLANNING COMMISSION, AND HOUSING ADVISORY COMMITTEE

Our team is prepared to present materials related to all project activities, which include presenting to the Housing Advisory Committee, Planning Commission, and the Board of Supervisors. We are also available to support County staff with study session materials and facilitation for these entities related to the development and implementation of an inclusionary housing ordinance.

LeSar Development Consultants acknowledges that it meets all of the pre-qualifications and licensing requirements as set forth in Request for Proposals #10650.

SECTION 3 - PROJECT EXPERIENCE AND REFERENCES

Key Staff Persons

Diana R. Elrod

Senior Principal Project Role







Diana Eirod is a community development expert, providing services in the area of policy analysis and program development, with a special emphasis on land use implementation and strategic planning. Since 2000, she has helped cities and counties throughout California with a broad range of

undertakings, including Housing Elements, Consolidated Plans, zoning changes to facilitate the development of affordable housing, and other policy and programmatic activities. She has a broad range of experience in public sector planning, beginning in the 1980s with her public development work In New York. She is active in the State legislature, providing testimony on the effects of proposed laws on the practice of planning professionals, and authors several reports and studies on housing trends every year. Born and raised in the Midwest, Diana has a Master of Science Degree in Urban Planning from Columbia University (1986), A Master of Arts Degree in Philosophy and Religion from the California Institute of Integral Studies (2011), and an undergraduate degree from Oberlin College (1983).



Artemis Spyridonidis Senior Associate Project Role

Policy Research



Artemis Spyridonidis is covering housing policy issues, including structural solutions to the housing affordability crisis, Consolidated Plans, Housing Elements, accessory dwelling unit policy

implementation, and regional issues across the state of California. After receiving degrees in Political Science and Spanish from Bridgewater State University in Massachusetts, she worked for the late Congressmember Joe Moakley before moving to San Diego. During her prior employment with then-Councilmember Toni Atkins, she handled housing and homelessness policy. She then went on to work in the San Diego Housing Commission's Housing Finance and Development Department before attending law school at the Thomas Jefferson School of Law. Ms. Spyridonidis also serves as a board member of the City Heights CDC, C3, and Circulate San Diego.



Reza Mortaheb Research Anaiyst Project Role

Research and Analysis



Reza Mortaheb is an architect, urban planner, and urban researcher. Mr. Mortaheb has more than five years of experience in urban planning research and practice. His most recent position was at the New Jersey Innovation Institute where as a researcher, planner, and GIS analyst he contributed to

the TAB Program helping distressed communities revitalize underutilized or vacant industrial and manufacturing sites and buildings. Reza's area of focus is federal housing policies and Accessory Dwelling Units (ADUs). Mr. Mortaheb holds a Master's degree in architecture from Azad University (2005) and a Master of Science degree in Urban and Regional Planning from KTH Royal Institute of Technology in Stockholm (2011). He is a PhD candidate in the Urban Systems Program at the New Jersey Institute of Technology and Rutgers University.



Barbara E. Kautz Partner Project Role

goldfarb lipman attornevs

Ordinance and Manual Drafting

compliance, real estate, economic development, fair housing, and affordable housing. She has assisted public agency clients in a wide variety of matters including compliance with planning and zoning law, real estate transactions, redevelopment dissolution issues, loan and homebuyer documents for affordable housing, CEQA disputes, and compliance with the Fair Housing Act and Fair Employment and Housing Act. She represents nonprofit and for-profit developers regarding land use entitlements and real estate transactions. Before becoming an attorney, Ms. Kautz worked for 30 years as a planner, planning director, community development director and assistant city manager, concluding her career as Community Development Director and Assistant City Manager for the City of San Mateo. During that period she served on the Board of Directors for the League of California Cities and on the Board of Directors for the American Planning Association, California Chapter.

Barbara E. Kautz practices in the areas of land use (especially housing-related land use), CEQA



Eric Phillips Attorney Project Role

goldfarb lipman attorneys

Ordinance and Manual Drafting

Mr. Phillips practices in the areas of land use, affordable housing, real estate, and CEQA compliance. In addition to experience drafting inclusionary housing and tenant protection ordinances, Mr. Phillips represents clients in all phases of the development process, including property acquisition,

entitlement and administrative approvals, CEQA compliance, fair housing compliance, and negotiating real estate disputes. Specifically, Mr. Phillips serves as special counsel to numerous public agencies and provides advice on writing ordinances and legislative findings related to zoning, subdivisions, inclusionary housing programs, and impact fees. He also assists private clients to successfully obtain subdivision maps, density bonuses, development agreements, and other land use approvals. In both roles, Mr. Phillips has worked with various clients to negotiate and close purchase and sale agreements, draft loan agreements, create below-market-rate rental and for-sale programs, perform property diligence, craft residential preference programs, and work with technical consultants to prepare Draft and Final EIRs.



Kathleen Head Managing Principal Project Role



Economic feasibility subject matter expert

Kathleen Head is a Managing Principal of Keyser Marston Associates, Inc., (KMA) a firm that provides economic consulting services to public and private sector clients. Since joining the firm in

1983, Ms. Head has analyzed the feasibility of a wide variety of real estate developments. Ms. Head manages the housing related services performed by the KMA Los Angeles office, and has extensive experience in programs creation, policy analysis, feasibility evaluations, and transaction structuring. Ms. Head has analyzed projects utilizing tax-exempt financing, low income housing tax credits, as well as various local, state and federal assistance packages. Ms. Head is a graduate of the University of California, Los Angeles, with a Bachelor's degree in History and Master's degrees in Business Administration and Urban Planning. She has spoken at California League of Cities conferences, the NAHRO conferences, American Planning Association conferences and at the UCLA Anderson School Real Estate Development course.



Tim Bretz Manager Project Role



Economic feasibility and research expert

Mr. Bretz is a Manager in the Los Angeles office of Keyser Marston. Since joining the firm in 2008, Mr. Bretz has provided public, private and non-profit clients with real estate economic analysis for a wide variety of land uses. Mr. Bretz has analyzed real estate transactions and conducted many economic studies for a number of clients. These analyses include the structuring of market-rate and affordable housing transactions, the selection of private development teams for publicly-funded real estate projects, fiscal and economic impact analyses, project feasibility analysis, and residential and non-residential affordable housing nexus studies. During his tenure in the Keyser Marston Los Angeles office, Mr. Bretz has assisted more than 50 public, private, and non-profit clients. Public sector clients Mr. Bretz has assisted include Anaheim, Culver City, Huntington Beach, Long Beach, Los Angeles, San Bernardino County, San Diego, Santa Ana, Santa Cruz, Santa Monica and West Hollywood

Experience & References

The team has a proven track record of work on a range of federal and local projects and will work together seamlessly to complete the background research, stakeholder outreach, economic feasibility analyses, policy recommendations, and presentations/study sessions to produce a responsive, actionable, and flexible inclusionary housing ordinance.

LeSar Development Consultants (LDC)

LDC, the prime consultant, has extensive experience preparing financial analyses for local government jurisdictions within California, as well as developing housing policy recommendations to meet regional, state, and federal housing law. This work includes developing financing strategies, analyzing public housing portfolios, conducting site and financial feasibility analyses, and creating master development program strategies. Our work plans for public agencies and elected officials have been implemented with incredible success. LDC works to actively bring the policy direction of HUD down to the local governmental level by creating local government work plans that position the localities to move on federal housing policy direction. LDC has done this in the areas of transit-oriented development; homelessness systems change; acceleration of housing production and reduction of costs; public housing mixed finance; and leveraged community development finance.

LDC has completed and ongoing projects in the following jurisdictions:

Client Engagements						
City of Cupertino	City of Riverside	City of National City	County of San Diego			
City of Del Mar	City of San Diego	City of Palo Alto	County of San Bernardino			
City of El Cajon	City of San Jose	City of Pasadena	County of Santa Clara			
City of Fresno	City of Visalia	City of Pomona	Tulare County			
City of Lemon Grove	City of Vista	City of Mountain View	County of Monterey			
City of Los Angeles	County of Los Angeles	City of Napa	County of Napa			

LDC is experienced in developing measurable and implementable goals to address fair housing issues and impediments, as well as with developing policies and assessing the financial feasibility of innovative affordable housing strategies. This includes deep knowledge of HUD planning requirements and experience conducting robust and implementable Analyses of Impediments (Ais) and Consolidated Plans. We have developed multiple Als that use the Communities of Opportunities model (the basis for the AFFH rule) and are expertly skilled in gathering and analyzing housing data and assessing fair housing needs. LDC has also worked with the San Diego Housing Commission to create a three-year work plan to facilitate transit-oriented affordable housing development.

Members of our team have managed the development of capital from the Bay Area Transit Oriented Affordable Housing Fund for a variety of affordable housing and community facilities projects in the Bay Area.

Keyser Marston Associates (KMA)

KMA has assisted over 25 cities and counties with their inclusionary housing programs. Services range from limited tasks such as analyses that support in-lieu fees to the full design of a new inclusionary program with all of its ordinance and implementation provisions. The Los Angeles office has completed inclusionary housing assignments for:

Burbank	Glendale	Pasadena	Santa Ana
Campbell	Huntington Beach	Oceanside	Santa Clarita
Chino Hills	City Los Angeles (not adopted)	Rancho Cucamonga (not adopted)	Santa Cruz
Claremont	County of Los Angeles (in progress)	San Buenaventura	Santa Paula
Dana Point (not adopted)	San Jose	Duarte	West Hollywood

KMA employs its real estate expertise to adapt new or revised programs to local market conditions and policy objectives. As part of its inclusionary work, it is KMA's practice to evaluate the financial feasibility of on-site and inlieu fee requirements. This approach ensures that the program parameters are feasible and are appropriate.

In addition to undertaking feasibility analyses as part of developing inclusionary programs, KMA has a robust practice in evaluating the development economics of individual projects in which the entitlement agreement entails public investment and the potential for an affordable housing contribution. From this practice, the firm understands construction costs, financing structures, and the "feasibility gap" associated with developing affordable units.

Since the Patterson and Palmer court decisions, KMA has worked with clients to modify programs and prepare support materials in light of the new legal environment. The firm also works with attorneys on new programs and major updates, jointly analyzing the various ways rulings could affect fee levels and other aspects of affordable housing requirements placed on new residential projects. KMA is currently working with attorneys to craft inclusionary housing programs that comport with the requirements imposed by AB 1505.

Goldfarb & Lipman LLP (GL)

Goldfarb & Lipman is a leader in the drafting and administration of inclusionary ordinances and guidelines. We have drafted inclusionary ordinances for many cities and counties, completed administrative guidelines when desired, drafted fee resolutions, and then drafted the legal documents (developer agreements, rent regulatory agreements, homebuyer documents, loan agreements) required to implement the desired program. We typically establish long-term working relationships with our clients, assist in ordinance amendments as economic conditions change or new laws are adopted, and provide ongoing advice on implementation of these complex programs. Recent clients in this line of business include the following:

Adopted Inclusionary Ordinances: Counties of Marin, Napa, and Santa Cruz. Cities of: Belmont, Cupertino, East Palo Alto, Emeryville, Fremont, Hayward, Palo Alto, San Carlos, Solana Beach.

Adopted Administrative Guidelines: County of Santa Cruz, Cities of Belmont, Cupertino, Salinas.

Inclusionary Ordinances and Guidelines in Process: Cities of Encinitas, Monterey, Richmond.

The above list is representative of the public agency clients we have represented. Our scope may be limited to drafting of documents or extend to presentation of initial options to the public, Planning Commissions, Boards of Supervisors, and City Councils. We often work closely with economic consultants and review their work for legal adequacy. Because of the large number of public agencies that we have worked with, we are familiar with the many alternatives used by cities and counties in drafting their ordinances. In drafting inclusionary ordinances, our goal is to represent accurately the desires of the community and to ensure that the ordinance will be legally defensible.

Representative Projects and References

The representative projects provided below were selected because of their relevance to the proposed scope of work for developing an Inclusionary Housing Policy. Some of the specific practices and protocols that our firms have developed and implemented on behalf of the requesting entities are included.

LeSar Development Consultants

County of Napa

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Contact Information: Molly Rattigan

Deputy County Executive Officer

Phone: (707) 253-4112

Email: Molly.Rattigan@countyofnapa.org

Project: Multi-Year Action Plan for Affordable Housing; on-going affordable

housing services

Start and Completion Date: Brief Description of services provided and firm's role: 2007- ongoing

LDC drafted a Multi-Year Action Plan for the joint Napa City/County Affordable Housing Task Force to help them prioritize their housing resources and create a five-year financial plan for how to best target housing investment in a declining economy. This involved facilitation of collaborative discussions and development of partnership relationships. In addition, LDC has set up their lending and asset management systems, and provides a wide range of housing policy

and program assistance

Staff assigned: Jennifer LeSar, Artemis Spyridonidis, and Liz Tracey

San Diego Housing Commission

S D H C

Contact Information

Deborah Ruane

Senior Vice President

Phone: (619) 578-7566

Email: debbier@sdhc.org

Project: Addressing the Housing Affordability Crisis in San Diego and Beyond: An

Action Plan for San Diego Civic Leaders

Start and Completion Date: Brief Description of services provided and firm's role: May 2015 - May 2016

For this scope of work, LDC crafted an action plan for the Housing Commission with extensive input and review from housing industry leaders. The report includes programmatic and tactical action steps to address the rising costs and inadequate supply of housing in San Diego, one of the country's least affordable housing markets. The report recommendations aim to boost production and reduce costs

for both affordable and market rate housing.

Staff assigned: Jennifer LeSar, Artemis Spyridonidis

City of Del Mar



Contact Information:

Kathleen A. Garcia

Planning and Community Development Director

City of Del Mar

Email: Kgarcia@delmar.ca.gov

Project:

"22 in 5" Affordable Housing Implementation Program

Start and Completion Date: Brief Description of services

Brief Description of services provided and firm's role:

May 2017 - Present

LDC serves as a strategic advisor to the City of Del Mar to develop its

"22 in 5" affordable bousing implementation program, which is

"22 in 5" affordable housing implementation program, which is focused on helping the City produce or attain 22 affordable housing units within five years to meet its Regional Housing Needs Allocation requirements. LDC, in partnership with Keyser Marston Associates, conducted an assessment of the City's existing housing stock to identify and prioritize opportunities for the acquisition, rehabilitation, or conversion of available units, and worked with the City to develop recommendations for priority projects and their implementation. LDC also conducted outreach to property owners and led presentations for city officials. LDC is currently engaged in the subsequent phases of the

project, which include an assessment of available land for new development and the development of a housing capital plan.

Staff assigned:

Artemis Spyridonidis, Reza Mortaheb

City of Lafayette



Contact Information:

Ms. Niroop Srivatsa

Planning and Building Services Director

City of Lafayette

Email: nsrivatsa@lafayette.ca.us Inclusionary Housing Ordinance

Project:

2008 - ongoing

Start and Completion Date: Brief Description of services provided and firm's role:

Prior to joining LeSar Development Consultants, Diana Elrod served as a project manager for an inclusionary housing ordinance, which

included rental and home ownership housing. In that role, she oversaw consultants conducting affordability nexus studies and put together a program to align redevelopment law with inclusionary priorities that extended beyond the redevelopment area to cover the downtown corridor. The project also included an outreach and community engagement initiative, which resulted in the project being put on hold until after the "Palmer fix" went into effect. The ordinance was later recrafted to focus on ownership housing and passed by City Council. In 2018, the ordinance will be re-drafted to, once again, allow for

inclusionary to be applied to rental housing.

Staff assigned:

Diana Elrod

City of Belmont

Contact Information: Thomas Fil

> Finance Director City of Belmont

Email: tfil@belmont.gov

Project:

Inclusionary Housing Ordinance 2016-2017

Start and Completion Date: Brief Description of services provided and firm's role:

Ms. Elrod served as a strategic advisor to the City of Belmont from 2015 to 2017, providing counsel on an inclusionary housing ordinance

among other projects. In that capacity, she reviewed the work of consultants on a project to develop in lieu fee amounts to negotiate with developers. She also collaborated with Goldfarb Lipman to help City Council and the Planning Commission understand the components of the inclusionary program, how it would impact the City, and under what scenarios to apply in lieu fees rather than build housing. The ordinance passed, and has allowed the City to leverage additional

funding for projects through negotiation with developers.

Staff assigned:

Diana Elrod

Keyser Marston Associates

City of Huntington Beach

Contact Information

Kellee Fritzal

Deputy Director of Economic Development

Phone: (714) 374-1519

Email: kfritzal@surfcity-hb.org

Project:

Inclusionary Housing

Start and Completion Date:

2007- Present

Staff assigned:

Kathe Head

City of West Hollywood

Contact Information:

Mr. Peter Noonan

Rent Stabilization and Housing Manager

Phone: (323) 848-6596

Email: pnoonan@weho.org

Project: City's Inclusionary Housing Ordinance

Start and Completion Date: April 2012-July 2015

Brief description of services

KMA prepared reports to assist the City of West Hollywood in provided and firm's role: modifying components of the City's Inclusionary Housing

Ordinance. The analyses included the following components:





- KMA prepared an overview of the existing residential market conditions and likely changes as the region emerged from the real estate downturn;
- 2. KMA evaluated the program's existing household income requirements, and an identified an alternative structure tailored to the local conditions in West Hollywood at levels designed to not adversely impact the likelihood of new development;
- 3. KMA examined the issues associated with allowing residential projects of any size to pay an in-lieu fee;
- 4. KMA identified and evaluated alternative development options to fulfill the affordable housing requirements;
- 5. KMA prepared residential and commercial nexus analyses to establish the maximum affordable housing impact fee levels;
- KMA prepared a comparison of the on-site inclusionary units developed versus the affordable units created by the in-lieu fee revenue in combination with outside leveraging sources; and
- 7. KMA identified potential uses for the revenues generated by in-lieu fee payments.

Staff assigned:

Kathe Head

City of Claremont

Contact Information:

Brian Desatnik

Formerly the Community Director for the City of Claremont. Currently

the Director of Development Services for the City of Redlands

Phone: (909) 798-7593

Email: bdesatnik@cityofredlands.org

Project:

Start and Completion Date: Brief Description of services provided and firm's role: Inclusionary Housing

2008 - Present

Services provided by KMA include the following:

- 1. In 2008 KMA prepared an assessment to determine the inclusionary housing obligations that could be applied on a financially feasible basis for ownership housing and apartment development;
- In 2010 KMA prepared an evaluation of the in-lieu fee amount that could be supported by ownership housing development on a financially feasible basis;

- 3. In 2012 KMA assisted the City in restructuring the Inclusionary Housing Ordinance to reflect changes in the residential market place, and to eliminate the requirements for rental projects due to the prohibition imposed by the Palmer decision;
- 4. In 2014 KMA created an Administrative Procedures Manual that guides the implementation of the inclusionary Housing Ordinance; and

Between 2014 and the present, KMA has assisted the City in implementing the affordable housing requirements imposed on proposed ownership housing projects and updating the household income limits and affordable sales price calculations.

Staff assigned:

Kathe Head

City of Santa Cruz

SANTACRUZ

Contact Information:

Carol Berg

Housing and Community Development Manager

Phone: (831) 420-5108

Email: cberg@cityofsantacruz.com

Project:

City's Inclusionary Housing Policy as it pertain to the Development of

Rental Projects

Start and Completion Date: Brief Description of services provided and firm's role: 2016 - Present

- 1. KMA compiled information regarding recent trends in residential development within Santa Cruz;
- KMA created three rental project prototypes, and prepared conceptual pro forma analyses, for use in establishing supportable housing impact fees for different rental product types; and
- 3. KMA subsequently evaluated two apartment projects being proposed for development to assess the financial feasibility of the impact fee being proposed for use by the City.

Staff Assigned:

Kathe Head

County of Los Angeles



Contact Information:

Connie Chung

Supervising Regional Planner

Email: cchung@planning.lacounty.gov

Project:

Inclusionary Housing Analysis for Ownership Housing and Apartment

Development

Start and Completion Date:

January 2017 - Present

Brief Description of services provided and firm's role:

In January 2017 KMA was engaged by the County of Los Angeles as part of a consultant team lead by LeSar Development Consultants to create an Affordable Housing Action Plan for the unincorporated County areas. As part of this engagement, KMA prepared an inclusionary housing analysis for ownership housing and apartment development, and nexus analyses to establish supportable impact fees. As part of this engagement, KMA completed the following analyses:

- 1. Six submarkets within the unincorporated County were identified in conjunction with the consultant team and the County staff;
- 2. KMA compiled sales and rent data for recent development in each submarket for use in affordability gap analyses;
- 3. KMA prepared financial feasibility analyses using KMA's proprietary pro forma models to devise recommendations regarding the following inclusionary housing requirements:
 - a. The threshold project size that will trigger the inclusionary requirements;
 - b. The percentage of affordable units that will be required to be provided;
 - c. The income and affordability restrictions that will be imposed;
 - d. The treatment of inclusionary requirements that result in fractional units;
 - e. The comparability standards that will be imposed on inclusionary units;
 - f. Off-site alternatives to developing the inclusionary units on site within a market-rate project; and
 - g. Identification of project types that may be exempt from the inclusionary housing requirements.

Staff assigned:

Kathe Head

Violations

LeSar Development Consultants has no violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by our organization or any business organization owned or operated by the LeSar Development Consultants which are its parent company and/or subsidiaries, from any public agency during 2005 up to and including the present day.

SECTION 4 - TECHNICAL ASPECTS OF PROPOSAL

LeSar Development Consultants confirms that this proposal is inclusive of all elements necessary for a turnkey project.

Catherine A. Romanas, Director of Operations

Proposed Project Timeline

The proposed project timeline has been included on the following page.

Data Management & Data Security

LeSar Development Consultants and our team will share and store files through an upgraded Dropbox for Business platform which provides multiple layers of protection, including secure data transfer, encryption, network configuration, and application-level controls distributed across a scalable, secure infrastructure. Dropbox has certified its data centers, systems, applications, people, and processes through a series of audits by an independent third-party and maintains accreditations through the international Organization for Standardization (ISO), Service Organization Controls (SOC), CSA STAR, and is HIPAA/HITECH compliant. We will ensure data security by securely storing files and encrypting transfers of data.

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SECTION 5 - STATEMENT TO SERVICE ENTIRE COUNTY

LeSar Development Consultants and our team are available to provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far reaching in the South County as the San Louis Obispo County border.

Additional locations will include travel time billed at the IRS mileage rate (currently .545 per mile) or actual ground transportation costs, with all additional travel expenses billed at actual cost. Additional hourly fees for consultant time will also apply.

SECTION 6 - ENVIRONMENTALLY FRIENDLY PRACTICES

LeSar Development Consultants institutes a number of protocols and practices to reduce our firm's impact on the environment, reduce vehicle miles traveled, and promote environmental sustainability. This includes employing a transit pass rebate program for all firm employees, using energy efficient computers, limiting printing of materials that can be transmitted or distributed via an electronic transfer, and using recycled paper and other eco-friendly office products where possible. Our firm will work with the County's Project Manager to determine the appropriate schedule and location(s) for in-person meetings. Our goal will be to limit meetings that require extensive travel by utilizing teleconferencing or videoconferencing services as needed. Where travel is required, our firm will work with the Project Manager to select meeting locations that provide alternatives to single occupancy vehicle travel and we will coordinate with subconsultants, and stakeholders to promote carpooling, ridesharing, active transportation, and transit options to reach destinations.

LeSar Development Consultants is not currently a 'Green Certified' Business.

SECTION 7 - PRICING (ATTACHMENT A) & WARRANTY

			tal Cost er Task
5.0 Project initiation 2%			
5.2 Review of Existing Ordinance	2%	\$	2,715
5.3 Examination of Data	16%	\$	27,230
5.4 Affordable Housing Nexus Studies	20%	\$	32,980
5-5 Conclusions and Recommendations	24%	\$	40,935
5.6 Citizen Participation and Consultation	17%	\$	29,420
5.7 Board Of Supervisors, Planning Commission, And Housing Advisory Committee	20%	\$	32,970
	TOTAL HOURS	\$	826
SUBT	TOTAL AMOUNT	\$	168,925
Reimbursable (mileage, parking, translation services, printing, etc.)		\$	6,720

TOTAL COST INCLUDING REIMBURSABLES	\$ 175,645

SECTION 8 - EXCEPTIONS

EXCEPTION TO MONTEREY COUNTY SOLICITATION #10650

Below are exceptions that we believe relate to a prior RFP template from which this release was adapted from:

- Page 11 6.1 The term of the AGREEMENT(s) will be for a period of 24 years with no options to extend the AGREEMENT for an additional two (2) one year periods.
- Page 7 2.9 Request for Proposal #10650 will establish services ... in the course of providing CARPET INSTALLATION services.
- Page 14 Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.
- Page 15 Bond the selected CONTRACTOR shall maintain and provide evidence that they have Fidelity Bond Insurance in an amount at least equal to Two Million Six Hundred Thousand Dollars (\$2,600,000) at the time the contract is executed.

SECTION 9 - APPENDIX - RESUMES

DIANA R. ELROD

386 FRANCONIA STREET • SAN FRANCISCO, CA 94110 PHONE 415.214.2248 • Diana Reirod@gmail.com

Effective March 2018, Diana Elrod will be joining LeSar Development Consultants as a Principal after serving as a sole proprietor in the San Francisco Bay Area. As a community development consultant, she provides services in the areas of policy analysis and program development, with a special emphasis on land use implementation and strategic planning.

Experience

1/2000 - present

Consultant, San Francisco

Community Development, Land Use Implementation, and Strategic Planning

Author needs assessments, policy analyses, and legislative advocacy platforms on topics including inclusionary zoning, density bonuses, in lieu fees. Usher affordable housing projects from conception to construction. Educate stakeholders (local officials, community activists, etc.) on community development issues. Facilitate performance measure development and performance-based budgeting efforts. Expertise in community organizing, training and technical assistance. Provide strategic planning for preservation of assisted units to local jurisdictions. Assist in the creation of workforce development programs.

10/2011 - 6/2013

SolarCity Corporation, San Mateo, CA

Labor Compliance Manager

Initiated overhaul of labor compliance processes and procedures on public works projects, including affordable housing. Established preconstruction requirements to ensure compliance with State, federal ARRA and HUD Davis-Bacon projects. Created national protocol for prevailing wage compliance based on task, rather than title. Collaborated with Software Development, Operations, Payroll, Legal and Human Resources to ensure strict compliance with wage and hour laws. Developed national guidance and training for workers in the field, collaborating with Regional Vice Presidents, Regional Operations Managers, Commercial Development Team, and others. Key respondent on public works RFPs/RFQs nationally. Managed subcontractor compliance, communicating with awarding bodies, developers, State enforcement agencies, and subs.

9/1991 – 1/2000 Department of Housing, San Jose

Policy and Planning Administrator

Directed studies on housing issues, and established policies and programs to implement Departmental mission and values. Authored a variety of reports, studies and memoranda on a broad range of topics annually (Consolidated Plans, Investment Plans, etc.). Facilitated Core Service and Mission Alignment frameworks ("Investing in Results") – a strategic planning process for City services. Developed long-range budget projections. Represented the City on legislative matters at the State and federal level; advocated for a variety of redevelopment, land use planning, and affordable housing funding reforms. Collaborated with others (governments, nonprofits, developers) on projects such as housing element reform, modifications to tax credit laws, policies on expiring Section 8 contracts, etc.

7/1990 – 9/1991 New York City Department of City Planning Special Assistant to the Chairman/Director

Responsible for agency's role in \$67 billion capital planning process. Coordinated legal analyses of land use proposals. Provided oversight of Uniform Land Use Review Process and other planning implementation efforts. Developed key policies and programs related to environmental and land use issues. Advised Chairman/Director on broad range of planning concerns.

8/1988 - 7/1990 New York City Board of Standards and Appeals

Zoning and Financial Examiner

Responsible for all variance and special permit applications in NYC. Conducted primary land use reviews on projects, including financial feasibility, policy analysis, legal precedent. Developed real estate standards for determining "reasonable return on equity." Co-authored legal briefings with Board counsel.

Education

1/2004 - 12/2011 Master of Arts in Philosophy and Religion. California Institute of Integral Studies.

8/1984 – 5/1986 Master of Science in Urban Planning. Columbia University, Graduate School of Architecture,

Planning and Preservation.

8/1979 - 5/1983 Bachelor of Arts. Oberlin College.





Artemis Spyridonidis

Senior Associate

EDUCATION Juris Doctor Thomas Jefferson School of Law 2011

Bachelor of Arts Political Science Bridgewater State University 1999

Bachelor of Arts
Spanish
Bridgewater State University

ASSOCIATIONS (current) Citizens Coordinate for Century 3 Board Member City Heights Community Development Corporation Board Member Circulate San Diego Board Member

ACHIEVEMENTS

Recognized as a "Woman Who Moves the City" by San Diego Magazine, 2008

PROFESSIONAL EXPERIENCE

SENIOR ASSOCIATE (2017 – present) LeSar Development Consultants

Provide technical expertise, research and project management services for housing policy and housing development related projects.

ATTORNEY AT LAW (2013-2017)

Law Office of Artemis Spyridonidis

Corporate Counsel to For Profit and Nonprofit Corporations, including matters ranging from formation, federal, state, and local government filings; labor and employment; ABC licensing; contract drafting and review; real estate lease review; negotiations; litigation; board governance; Public Policy advisement.

LAW CLERK/RESEARCH ASSISTANT AND INTERPRETER - APPOINTED

U.S. District Court Southern District of California (2009-2013)

Researched legal issues and drafted complex motions; conducted Spanishlanguage client interviews; drafted discovery requests and responses; summarized and analyzed depositions and court transcripts.

CHIEF EXECUTIVE OFFICER

Business Improvement District (BID) Council (2006-2008)

Maintained relationships with elected officials and government agencies; acted as spokesperson for BID Council and Balboa Park December Nights in the US and in Mexico; established the board's first Legislative Committee, Governance Committee, and ADA Committee; created the organization's first strategic plan; represented the organization on several boards.

SENIOR PROGRAM ANALYST - REGULATION OF PROGRAMS

San Diego Housing Commission (2004-2006)

Administered, researched, and analyzed the City of San Diego's Condo Conversion policy; managed Community Development Block Grants; worked with HUD, the San Diego City Council, and the Centre City Development Corporation to improve access to affordable housing.

COUNCIL REPRESENTATIVE

Office of Councilmember Toni Atkins (2000-2004) Drafted communications; represented the councilmember at community meetings; and researched and advised on legislative issues such as housing social services, pension, and open government.
meetings; and researched and advised on legislative issues such as hous





Reza Mortaheb

Research Analyst

EDUCATION

PhD Candidate, Urban Systems

New Jersey Institute of Technology and Rutgers University 2017 (Expected)

MSc in Urban and Regional Planning KTH Royal Institute of Technology 2011

Master's in Architecture Azad University 2005

PROFESSIONAL EXPERIENCE

RESEARCH ASSISTANT/PLANNER/ GIS ANALYST NJIT TAB Program (Jan – June 2017)

Collaborated with the Technical Assistance to Brownfields Communities Program, known as NJIT TAB, which helps distressed communities revitalize underutilized or vacant industrial and manufacturing sites and buildings, responsible conducting research on a wide range of solutions for Brownfields redevelopment, such as Green Stormwater Infrastructure (GSI), Urban Agriculture, Healthfields, Infill Development, Sustainability-Resiliency, and Tourism; Devised planning tools to help communities regenerate brownfield sites, on the one hand, and achieve a sustainable living environment and preserve natural resources on the other hand, carried out literature review and wrote a report on Return on Investments (ROI) for Brownfield Redevelopment, and served as GIS analyst for various civil Infrastructure and planning projects.

RESEARCH ASSISTANT

New Jersey Institute of Technology – Van Houten Library (May- August 2016)

Collaborated with the Digital Archive of Newark Architecture program, including information on specific buildings, architects, public art, public spaces, as well as images and textual materials, responsible conducting literature review on Newark's historic landmarks, analyzed relevant graphic and archival materials. and updated the relevant information for each landmark on the DANA interface

USER INTERFACE ANALYST

New Jersey Institute of Technology (May – June 2016)

Participated in the user interface evaluation project for two BLUNSO Tool Interfaces, solved a set of problems using the two interfaces, generated a comprehensive report on user experience and compared the tools in terms of navigation features, visualization of taxonomies, etc.

ADJUNCT INSTRUCTOR

New Jersey Institute of Technology (Jan – May 2016)

BARBARA E. KAUTZ bkautz@goldfarblipman.com

1300 Clay Street, 11th Floor Oakland, CA 94612

Oakland 510 836-6336

Los Angeles 213 627-6336

San Diego 619 239-6336

goldfarblipman.com

Professional Experience

Education

Ms. Kautz is a partner at Goldfarb & Lipman with an emphasis of practice in inclusionary zoning, density bonus law, housing trust funds, land use approvals, redevelopment, housing elements, CEQA compliance, fair housing, and implementation of homeownership programs. She is the author of In Defense of Inclusionary Zoning: Successfully Creating Affordable Housing, 36 U.S.F. Law Review 971 (2002); and co-author, Local Government Financing Powers and Sources of Funding, in ABA Legal Guide to Affordable Housing (2d ed. 2011).

Agencies for which Ms. Kautz has drafted inclusionary ordinances include the cities of Hayward, Belmont, Cupertino, Salinas, Santa Cruz, San Carlos, Solana Beach, Palo Alto, and Fremont and the counties of Santa Cruz, Marin, and Napa. She has drafted administrative guidelines for the County of Santa Cruz and cities of Belmont, Cupertino, and Salinas. She has also assisted numerous jurisdictions in preparing and implementing documents for affordable housing programs.

Ms. Kautz is a frequent speaker on inclusionary housing, 2017 housing legislation (Housing Accountability Act, SB 35, and AB 1505), housing elements, homeownership programs, and density bonus law.

Goldfarb & Lipman LLP, Oakland, California, 2004 – present.

Community Development Director and Assistant City Manager, City of San Mateo, California, 1987 - 2002.

J.D., University of San Francisco Law School, summa cum laude.

M.C.P., University of California, Berkeley.

A.B., Stanford University, Phi Beta Kappa, cum laude.

Professional & Volunteer Affiliations

State Bar of California. Fellow, American Institute of Certified Planners (FAICP). Member, American Bar Association, Section on State and Local Government. Member, American Planning Association. Member, Urban Land Institute. Member, Association of Environmental Professionals. Former Member, Boards of Directors, League of California Cities and American Planning Association – California.

ERIC PHILLIPS ephillips@goldfarblipman.com

1300 Clay Street, 11th Floor Oakland, CA 94612

Oakland 510 836-6336

Los Angeles 213 627-6336

San Diego 619 239-6336

goldfarblipman.com

Mr. Phillips practices in the areas of land use, affordable housing, real estate, and CEQA compliance.

In addition to experience drafting inclusionary housing and tenant protection ordinances, Mr. Phillips represents clients in all phases of the development process, including property acquisition, entitlement and administrative approvals, CEQA compliance, fair housing compliance, and negotiating real estate disputes.

Specifically, Mr. Phillips serves as special counsel to numerous public agencies and provides advice on writing ordinances and legislative findings related to zoning, subdivisions, inclusionary housing programs, and impact fees. He also assists private clients to successfully obtain subdivision maps, density bonuses, development agreements, and other land use approvals. In both roles, Mr. Phillips has worked with various clients to negotiate and close purchase and sale agreements, draft loan agreements, create below-market-rate rental and for-sale programs, perform property diligence, craft residential preference programs, and work with technical consultants to prepare Draft and Final EIRs.

Finally, Mr. Phillips is a frequent presenter on state laws governing housing development, including: housing streamlining, the Housing Accountability Act, density bonus, fair housing, CEQA, and rent control.

Professional Experience

Goldfarb & Lipman LLP, Oakland, California, 2014 – present.

Latham & Watkins LLP, Los Angeles, California, 2012 – 2014.

MIG Inc., Berkeley, California, 2002-2008, Urban Planning Project Manager.

J.D., U.C. Berkeley School of Law, Order of the Coif, 2012.

B.S., Urban and Regional Studies, Cornell University, 2002.

Professional & Volunteer Affiliations

Education

State Bar of California. Member, American Bar Association, Forum on Affordable Housing & Community Development. Member, American Bar Association Section of State and Local Government Law.



Kathleen Head

Managing Principal

EDUCATION

Master's in Business
Administration and Urban
Planning
University of California Los
Angeles

Bachelor's in History
University of California Los
Angeles

PROFESSIONAL EXPERIENCE

Kathleen Head is the Managing Principal of the Keyser Marston Associates, Inc. Los Angeles office. Kathe joined the firm in 1983, and manages the firm's affordable housing practice. She also provides public and private clients with real estate economic analysis for a wide variety of land uses

KEY ROLE

Kathe plays a key role in structuring affordable housing transactions, strategy development, policy analyses and program creation for housing successors to former redevelopment agencies, cities and counties throughout California. She also actively participates in crafting California legislative housing initiatives. During her tenure at Keyser Marston, Kathe has assisted more than 100 public sector clients throughout California, and has also represented several clients in other western states. A representative sample of clients that she has assisted includes Long Beach, Anaheim, Burbank, Culver City, Los Angeles, Pasadena, Huntington Beach, Santa Ana and Costa Mesa.

SPECIFIC AREAS OF EXPERTISE

Affordable Housing Transactions

Kathe advises clients in structuring a wide variety of affordable housing projects, with transactions ranging from the complex leveraging and layering of multiple funding sources for multi-phased mixed-use projects, to the simple acquisition and rehabilitation of single buildings. Her involvement with projects ranges from the Initial creation of RFP/Q's for developer solicitation, to the negotiation and implementation of the agreement that will guide the development.

Affordable Housing Strategies / Policies

Kathe has assisted in creating much of the major affordable housing legislation enacted by the State of California. Utilizing that expertise, she has assisted several cities in developing comprehensive strategies for fulfilling both the legal requirements and the client's policy goals and objectives.

Affordable Housing Programs

Kathe has participated in the creation of over 20 inclusionary housing programs. These programs are designed to assist the jurisdiction in fulfilling the affordable housing production requirements that were imposed by the California Redevelopment Law and the Regional Housing Needs Assessment goals imposed for Housing Element purposes. Her role includes the recommendation of the appropriate requirements to be applied by each jurisdiction, the accompanying economic burden analysis and in-lieu fees studies. Kathe has assisted numerous clients in the creation of home buyer programs, rehabilitation loan programs and programs targeting specific neighborhoods for a variety of affordable housing activities.

SECTION 10 - BONDS

LeSar Development Consultants is committed to maintaining all required insurance related to this project, but does not hold any bond insurance.

Legistar File ID No. 18-735 Agenda Item No. 45



Monterey County Board of Supervisors

Board Order

168 West Alisal Street, 1st Floor Salinas, CA 93901 831,755,5066

Agreement No.: A-14097

Upon motion of Supervisor Parker, seconded by Supervisor Adams and carried by those members present, the Board of Supervisors hereby:

- a. Approved an agreement with LeSar Development Consultants for the period August 28, 2018 through February 29, 2020 and not to exceed \$195,100. to provide the technical assistance required to update the County's Affordable Housing Ordinance; and
- b. Authorized the County Contracts/Purchasing Officer to execute the Agreement and any amendments which do not alter the scope of work or increase the amount payable on the Agreement.

PASSED AND ADOPTED on this 28th day of August 2018, by the following vote, to wit:

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

NOES: None ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting August 28, 2018.

Dated: August 28, 2018

File ID: 18-735

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

Joel G. Pablo, Deputy

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Attachment 2

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AMENDMENT # 1 TO THE AGREEMENT NUMBER A14-097 BETWEEN COUNTY OF MONTEREY And

LESAR DEVELOPMENT CORPORATION

to

PROVIDE TECHNICICAL ASSISTANCE REQUIRED TO UPDATE THE COUNTY'S AFFORDABLE HOUSING ORDINANCE

THIS AMENDMENT #2 is entered into this <u>FEBRUAR</u> 20, 2020 by and between the County of Monterey (herein called "County") and LeSar Development Corporation (herein called "CONTRACTOR").

WHEREAS, the Board of Supervisors approved Agreement No. A-14097 between the County of Monterey and LeSar Development Corporation to provide technical assistance required to update the County's Affordable Housing Ordinance;

WHEREAS, the term of Agreement No. A-14097 is August 28, 2018 through February 29, 2020;

WHEREAS, the County and Contractor need addition time to complete updating the County's Affordable Housing Ordinance and wish to extend the term of Agreement No.: A-14097.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Paragraph 3.01 of Agreement No. 14097 shall be deleted and replaced in its entirety as follows:

The term of this Agreement is from August 28, 2018 to December 31, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

- II. All other terms and conditions of Agreement No.: A-14097remain unchanged.
- III. A copy of this AMENDMENT shall be attached to the original Subrecipient Agreement, dated August 28, 2018.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 to the Agreement on the dates set forth below.

CONTRACTOR	COUNTY OF MONTEREY
By:	By: Michael Derr Michael Derr Contracts/Purchasing Officer Date: 3/20/2020
	Approved as to form and legality By: Robert Brayer, Deputy County Counsel Date:
	Reviewed as to fiscal provisions:
	By:
	Date: 2/13/2020

Legistar File ID No. 18-735 Agenda Item No. 45



Monterey County Board of Supervisors

Board Order

168 West Alisal Street, 1st Floor Salinas, CA 93901 831,755,5066

Agreement No.: A-14097

Upon motion of Supervisor Parker, seconded by Supervisor Adams and carried by those members present, the Board of Supervisors hereby:

a. Approved an agreement with LeSar Development Consultants for the period August 28, 2018 through February 29, 2020 and not to exceed \$195,100. to provide the technical assistance required to update the County's Affordable Housing Ordinance; and

b. Authorized the County Contracts/Purchasing Officer to execute the Agreement and any amendments which do not alter the scope of work or increase the amount payable on the Agreement.

PASSED AND ADOPTED on this 28th day of August 2018, by the following vote, to wit:

AYES:

Supervisors Alejo, Salinas, Phillips, Parker and Adams

NOES:

None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting August 28, 2018.

Dated: August 28, 2018

File ID: 18-735

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

oel G. Pablo, Deputy

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Attachment 3

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AMENDMENT # 2 TO THE AGREEMENT NUMBER A14-097 BETWEEN COUNTY OF MONTEREY And LESAR DEVELOPMENT CORPORATION

ta

PROVIDE TECHNICICAL ASSISTANCE REQUIRED TO UPDATE THE COUNTY'S AFFORDABLE HOSUING ORDINANCE

THIS AMENDMENT #2 is entered into this ______, 2020 by and between the County of Monterey (herein called "County") and LeSar Development Corporation (herein called "CONTRACTOR").

WHEREAS, the Board of Supervisors approved Agreement No. A-14097 between the County of Monterey and LeSar Development Corporation to provide technical assistance required to update the County's Affordable Housing Ordinance;

WHEREAS, the term of Agreement No. A-14097 is August 28, 2018 through February 29, 2020;

WHEREAS, the County and Contractor need addition time to complete updating the County's Affordable Housing Ordinance and wish to extend the term of Agreement No.: A-14097.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Paragraph 3.01 of Agreement No. 14097 as amended shall be deleted and replaced in its entirety as follows:

The term of this Agreement is from August 28, 2018 to 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 CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

- II. All other terms and conditions of Agreement No.: A-14097remain unchanged.
- III. A copy of this AMENDMENT shall be attached to the original Subrecipient Agreement, dated August 28, 2018.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 to the Agreement on the dates set forth below.

CONTRACTOR

Junifer le Sar, Principal

Jennifer LeSar,

Chief Executive Officer

12/3/2020 | 10:45 AM PST

COUNTY OF MONTEREY

DocuSigned by:

Michael R. Derr

Michael Derr

Contracts/Purchasing Officer

1/13/2021 | 3:21 PM PST

Approved as to form and legality

By: Robert 1. Brayer, Deputy County Counsel Robert Brayer, Deputy County Counsel

Date: ___

Reviewed as to fiscal provisions:

DocuSigned by:

By: Gary Gibony
Gary Giboney, Chief Deputy Auditor

Controller

Date: 12/3/2020 | 11:46 AM PST

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Appendix B

Community Engagement Guide

To comply with federal regulations set forth by Title VI of the Civil Rights Act of 1964, Monterey County developed the Community Engagement Guide. This Guide provides approaches so that we comprehensively involve the community to ensure that all groups are represented and their needs are met.

Introduction

Monterey County government works best when community members and County staff work as partners. Though it sometimes feels as if it slows down a project, quality community engagement results in a smoother implementation in the long run and allows for more efficient government. It is also the law. This Community Engagement Guide supports departments to:

- Ensure better County decisions that more effectively respond to the needs and priorities of the community;
- Engage community members and community resources as part of the solution;
- Engage the broader diversity of the community—especially people who have not been engaged in the past;
- Increase public understanding of and support for public policies and programs; and
- Increase the legitimacy and accountability of government actions.

This guide and process is especially significant in Monterey County because of the wide mix of cultures, disparate incomes, and immigration statuses. In Monterey County, the poverty rate is 15.3%, wealth is concentrated into a few small areas, and 23% of the population are non-U.S. citizens.

Our quality of community engagement will increase as our staff's knowledge, understanding, and humility regarding our community members (including culture, history, and current state) increases.

The Process

Community Engagement is a process, not a single event. It consists of a series of appropriate activities and actions over the full lifespan of a project to inform, obtain input from, and collaborate with the public. Not all public participation is the same because there is no single "public." Rather, the public consists of a broad range of stakeholders holding an array of viewpoints on an issue. Conducting meaningful engagement involves seeking input at specific points in the decision process and on specific issues where such input has a real potential to help shape the decision or action.

Sometimes the opportunity for influence is quite small, while at other times the public can have a great deal of influence. The amount of this potential influence is the main consideration in designing a successful community engagement program.

STAKEHOLDERS ARE INDIVIDUALS WHO ARE EITHER DIRECTLY OR INDIRECTLY IMPACTED BY THE COUNTY'S PLAN, PROJECT OR PROGRAM.

The Community Engagement Spectrum

There is no single "right" level of community engagement. For each project, the department must consider the specific circumstances, ability to share decision authority, and the nature of the public's desire and need to participate. Community engagement can be viewed as a spectrum, ranging from low levels of engagement (e.g., informing the public) to high levels of engagement (e.g., collaborating with stakeholders on a decision).

INFORM

The Inform level of community engagement does not actually provide the opportunity for public participation at all, but rather provides the public with the information they need to understand the decision-making process. This level is on the spectrum as a reminder that sometimes there is no opportunity for the public to influence

WHAT COMMUNITY ENGAGEMENT IS NOT:

- SELLING THE PUBLIC ON ...
- CONVINCING PEOPLE TO ...
- A MEETING TO COMPLAIN/ FIND FAULT WITH...

decision-making and simply informing them is the appropriate activity. When you conduct the Inform level of public participation, it is important to recognize that you are not trying to persuade or influence the public in any way. As such, the Inform level is not the same as a public relations campaign. Rather, the Inform level of public participation requires you to serve as an honest broker of information, giving the public what they need to fully understand the project or decision, allowing them to reach their own conclusions as to the appropriateness and adequacy of the decision.

CONSULT

The Consult level of community engagement is the basic minimum opportunity for public input. Consult simply means to ask. There is no invitation to sit down together and work on things in any cooperative way. You merely ask the public for their opinions and consider the input you receive as you make the decision. At Consult, you generally ask for input at set points in the process, but do not provide an ongoing opportunity for input.

INVOLVE

The Involve level of community engagement is more than a consultation. To involve means to include. At the Involve level, the public is invited into the process, usually from the beginning, and is provided multiple if not ongoing opportunities for input as decision-making progresses. However, you are still the decision-maker and there is no expectation of building consensus or providing the public with any sort of high-level influence over the decision.

COLLABORATE

At the Collaborate level, the public is directly engaged in decision-making. The Collaborate level of community engagement includes all the elements of Involve but takes it a step further. Collaborate often includes the explicit attempt to find consensus solutions. However, like the Involve level of participation, you are still the decision-maker. The degree to which consensus will be sought and how much decision authority you are willing and able to share must be made explicit. In the end, you will take all the input received and make the decision.

Equitable Engagement

The Community Engagement Spectrum can effectively help us reach out to many people in our community, yet sometimes we need to make additional efforts to reach traditionally underrepresented groups. Some strategies to better engage and reach underrepresented populations include:

- Understand who lives here. Study the demographics for the affected area and cross reference that with the people who generally participate in your outreach process. Ask yourself: "Am I reaching a representative sample of people?".
- Involve people in the issue. Provide specific roles for underrepresented community stakeholders.
- Listen well! Ask: "How will this policy, program, initiative, new building, new road, or budget issue burden or benefit your community?"
- Overcome language barriers. Utilize the County's Language Access Plan and provide appropriate language translation and interpretation services at meetings and in your outreach.
- Bring your outreach to the community. Host public meetings, focus groups and events where people tend to
 gather like libraries and youth centers or better yet, ask to be included on the agenda of an already-existing
 meeting.
- Consider the space. Use round tables, never a head table to promote dialogue and to reduce artificial barriers. Staff and elected officials should sit WITH the community, not apart.
- Minimize opportunity costs by serving food and providing childcare at outreach events.
- Follow up by sending a thank you letter, phone call or email with a brief meeting summary. Let people know how their input shaped the result.
- Speak about issues in terms the general public can understand. Do your best to avoid acronyms and terms generally only familiar to governmental agencies. Provide materials with an awareness of the literacy and education levels of the community you want to reach.
- Understand that people come to your process with history and perhaps past frustration with the County and the services we have provided in the past.
- Foster inclusivity and demonstrate your commitment to working together. Take time to develop relationships. Listen. Be sincere. Be authentic.
- Provide system navigation when possible. People may have questions or need support to navigate a County
 process that is not specific to what you are working on. Help them connect with the appropriate help and learn
 how to navigate that particular process or system.
- Utilize "cultural brokers" and community leaders to make connections and build bridges between your office and the community you are trying to reach.

Engagement Level	When to Use	Goal	Tools/ Opportunities
Ignore	Never	To deny access to the decision- making process	Closed door meetingsIntentionally technical language
Inform	We want the community to know what we are doing	To provide the public with balanced and objective information to understand the problem, opportunities and/or solutions	 Notifications Billboards, brochures Events or Meetings Websites, Social Media Videos Community Education
Consult	We intend to take public input into account as we make our decisions	To obtain and consider public input at set points in the process	 Events or Meetings Committees Surveys Focus Groups Dialogue—not just telli Govt. 2.0 web platform
Involve	We anticipate seeking input early and often from the community so help us design our work	To work directly with the public and consider their input throughout the process	 Committees Surveys Community-driven Design Charrettes Study Circles Participatory Research
Collaborate	We seek to work as a partner with the community and intend to work together to solve a problem	To partner with the public in key activities and decisions during the process	 Study Circles Advisory Boards Task Forces Consensus Workshops Scenario Planning

Adapted from Nexus Community Partners Governing for Racial Equity Training September 13, 2017, The Davenport Institute Training to Monterey County October 30, 2013, City of Seattle Racial Equity Toolkit,

Tompkins County Public Participation Plan, City of Portland 2013 Title VI Plan.

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Jurisdiction	Monterey County - Unincorporated	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT **Housing Element Implementation**

(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs. Please contact HCD if your data is different than the material supplied here

						Table B							
					Regional Hou								
					Permitted	Units Issued	by Affordabi	lity					
		1					2					3	4
Inco	ome Level	RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
	Deed Restricted	374	37		7							219	155
Very Low	Non-Deed Restricted	374	100		75							219	155
	Deed Restricted	244	6		7							189	55
Low	Non-Deed Restricted	244						176				109	33
	Deed Restricted	283										35	248
Moderate	Non-Deed Restricted	203		3	20	4	8					33	240
Above Moderate		650	189	260	316	230	215	100				1310	
Total RHNA		1551											
Total Units			332	263	425	234	223	276				1753	458

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Cells in grey contain auto-calculation formulas

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Monterey County

Item No.15

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

September 14, 2021

Board Report

Legistar File Number: RES 21-161

Introduced: 8/27/2021 Current Status: RMA Administration -

Consent

Version: 1 Matter Type: BoS Resolution

a. Adopt a Resolution to approve submittal of Proposition 68 grant funding applications under the California Department of Parks and Recreation Rural Recreation and Tourism Program (RRT); and b. Adopt a Resolution to approve submittal of grant funding applications under the California Department of Parks and Recreation Regional Park Program (RPP).

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Adopt a Resolution to approve submittal of grant funding applications under the California Department of Parks and Recreation Rural Recreation and Tourism Program (RRT); and b. Adopt a Resolution to approve submittal of grant funding applications under the California Department of Parks and Recreation Regional Park Program (RPP).

SUMMARY/DISCUSSION:

Grant Program Background

On June 5, 2018, California voters passed Proposition 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. Currently, the California Department of Parks and Recreation Office of Grants and Local Services (OGALS) is soliciting applications under the following two competitive grant funding opportunities.

The Rural Recreation and Tourism Program (RRT) is a competitive grant program with \$23 million currently available to fund projects that create new recreation features in support of economic, tourism, and health-related goals. Competitive projects will improve the health of residents and attract out-of-town visitors. Eligible projects must be in a rural location with a population below 500,000 people, or in a city/town/census-designated place that has a population below 50,000 people and create or renovate at least one recreation feature. The renovation of recreation features and support amenities is allowable and cannot exceed fifty percent (50%) of the total project cost to maintain competitiveness.

The Regional Park Program (RPP) grant opportunity is a competitive grant program with \$23 million currently available to fund projects that create at least one new recreation feature that attracts visitors from a 20-mile radius or countywide population to a regional park. Competitive projects will create,

expand, and improve regional parks, offer nature appreciation, athletic activities, historical or cultural enrichment, or other recreational activities in an open space area and include a multiuse trail.

OGALS is accepting grant applications ranging from \$200,000 to \$3,000,000 for each grant program. The application deadline is November 5, 2021. Notification of funding awards is anticipated in Spring 2022.

Potential Projects

Public Works, Facilities, & Parks (PWFP) staff met regularly to evaluate the needs of Monterey County Parks and adjacent communities and developed scopes for projects meeting grant criteria for each grant opportunity. Staff held community meetings during weekdays and on Saturdays for each County park to gather insight from community members about their vision for recreation features and safety and beautification needs to incorporate into the project scopes. Staff consulted with Nossaman, LLP, (Consultant) to determine competitiveness of the proposed projects and established the best fit for each project within the active grant opportunities. Receiving grant funds will allow the County to expand recreation features at the County parks and upgrade aging recreation equipment. The overarching goal in seeking grant funding is to enhance the visitor and community experience and safety at County parks.

Three potential projects were developed that would meet RRT grant program requirements, including its median income requirement, so that no matching funds would be required. These projects are described in detail in Attachment A and include: a) Lake San Antonio-North Shore (LSA-NS) Amphitheater Project, b) Lake San Antonio-South Shore (LSA-SS) Marina Project, and c) San Lorenzo County Park (SLP) Project.

Seven potential projects were developed that would meet RPP grant program requirements. These projects are described in detail in Attachment B and include: a) Toro Park Recreation Feature Enhancement, b) Fort Ord/Travel Camp Project, c) Jacks' Peak Park Trail and Picnic Area Project, d) Royal Oaks Park Project, e) Manzanita Park Project, f) Laguna Seca Recreation Area, and g) 855 East Laurel Drive BMX/Pump Track/ Skate Park.

If grant funds are awarded for either grant, the following requirements must be met: 1) Projects must be completed by March 31, 2025, to conclude the grant cycle by June 30, 2025, and 2) A 30-year deed restriction must be recorded on the title of the project site property to ensure that the project site and recreation features will remain open for public use and recreation for 30 years.

Based on feedback from the Consultant, the potential LSA-NS Amphitheater and LSA-SS Marina projects were deemed most competitive for the RRT grant program. The potential Toro Park Feature Enhancement and Fort Ord/Travel Camp projects were deemed most competitive for the RPP grant program.

Parks Commission Recommendation and Board of Supervisors Direction

On August 5, 2021, the Monterey County Parks Commission (Parks Commission) received a report on the proposed projects for RRT and RPP grant opportunities, including guidance from our

Consultant about project competitiveness for the respective grant programs. The presentation

provided to the Parks Commission is included with this report as Attachment C. The Parks Commission voted unanimously to recommend that the Board of Supervisors: 1) approve the submittal of grant applications to the RRT grant program for the LSA-NS Amphitheater Project, LSA-SS Marina Project, and San Lorenzo Park Project (if funds are not awarded through a prior grant application for San Lorenzo Park), and 2) approve the submittal of grant applications to the RPP grant program for the Toro Park Project, Fort Ord/Travel Camp Project, and 855 E Laurel Drive Project.

Based on Parks Commission recommendations noted above, staff prepared two resolutions, one for each grant program, which are required to be included in the grant application package. The resolution for RRT projects recommended by the Parks Commission is provided in Attachment D; the resolution for RPP projects recommended by the Parks Commission is provided in Attachment E. As required by the template resolutions provided in the grant solicitation, the proposed resolutions designate a County position who will have the authority to submit the grant applications and any necessary related documents. Staff recommends that the PWFP Director serve as the County's authorized representative, and the proposed resolutions have been prepared accordingly.

Staff requests Board consideration of the potential projects recommended for each grant funding program, or alternate direction that the Board may wish to provide. The Consultant recommended that the County not submit more than two projects under each grant program as it is highly unlikely that more than one project will be awarded. The Parks Commission chose to recommend submission of three proposed projects for each grant opportunity.

Next Steps

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 California Environmental Quality Act (CEQA). Upon Board approval of the specific projects to submit, staff will finalize and submit the applications by the November 5, 2021 deadline. The County must complete an analysis under the California Environmental Quality Act (CEQA) for each proposed project to demonstrate project readiness. This must be completed and submitted to OGALS within three months of the application due date. Staff expects that some projects likely will be exempt from CEQA, and others might require preparation of an Initial Study and Negative Declaration or possibly Mitigated Negative Declaration. Based on preliminary coordination with on-call consultants, staff does not expect that a full Environmental Impact Report would be required for any of the proposed projects. Staff intends to engage an on-call consultant to complete the required CEQA reviews, the cost for which is considered an upfront cost eligible for reimbursement if grant funds are awarded.

The State expects to announce recommended grant recipients in Spring 2022. If any of the County's proposed projects are selected to receive grant funding, staff will return to the Board for approval to accept the grant award(s) and approve the project(s).

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel reviewed and approved the Report and draft Resolutions. OGALS administers the Grant Program and established the prescribed language for the Resolution that must accompany all grant applications. On August 5, 2021, the Parks Commission voted unanimously to support this recommendation to the Board of Supervisors. As LSA's landowner, Monterey County Water Resources Agency (MCWRA) is supportive of the proposed LSA-NS and LSA-SS projects. Staff is finalizing an LSA lease renewal agreement with MCWRA with a minimum term of 30 years to satisfy RTT, RPP, and other State grant requirements. Staff is working with the Consultant to determine each proposed project's competitiveness.

FINANCING:

A cash match is not required for the RPP grant program and the proposed projects for the RRT grant program meet the median income requirement, so that no funding match would be required. An in-kind match of staff time to research and define the scopes of the projects and complete the applications is necessary. Upfront costs include hiring contractors to fulfill CEQA requirements (\$7,000-\$20,000 per application) and prepare a project cost estimate (\$7,000-\$9,000 per application). Sufficient funds are available to cover these costs in Fiscal Year 2021-2022 PWFP Adopted Budget, Fund 402 CIP Admin.

If grant funding is received for the proposed projects, the annual maintenance and operations costs described in the attachments for new recreation features will need to be augmented to the annual budget. Once the 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.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended action supports the Board of Supervisors Strategic Initiatives for Administration, Health & Human Services, Infrastructure, and Public Safety by proactively seeking grant funding to enhance the County's ability to facilitate infrastructure projects and offer improved facilities and safe public recreation experiences to the community.

____ Economic Development

X Administration

X Health & Human Services

X Infrastructure

X Public Safety

Prepared by: Janie Bettencourt, Management Analyst II (831) 755-5184

Nathan Merkle, Parks Administrative Operations Manager

Reviewed by: Lindsay Lerable, Chief of Facilities

Bryan Flores, Interim Chief of Parks

Approved by: Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities, & Parks

Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

Attachments:

Attachment A-Proposed Projects RRT Grant Program

Attachment B-Proposed Projects RPP Grant Program

Attachment C-August 5, 2021 Parks Commission Presentation

Attachment D-Draft Resolution RRT Grant Program

Attachment E-Draft Resolution RPP Grant Program

(Attachments are on file with the Clerk of the Board)



Monterey County

Item No.

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

September 14, 2021

Board Report

Legistar File Number: RES 21-161

Introduced:8/27/2021Current Status:Agenda ReadyVersion:1Matter Type:BoS Resolution

a. Adopt a Resolution to approve submittal of grant funding applications under the California Department of Parks and Recreation Rural Recreation and Tourism Program (RRT); and b. Adopt a Resolution to approve submittal of grant funding applications under the California Department of Parks and Recreation Regional Park Program (RPP).

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Legistar File Number: RES 21-161

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Economic Development

X Administration

X Health & Human Services

X Infrastructure

X Public Safety

Prepared by: Janie Bettencourt, Management Analyst II (831) 755-5184

Nathan Merkle, Parks Administrative Operations Manager

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Approved by: Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities, & Parks

Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

Legistar File Number: RES 21-161

Attachments:

Attachment A-Proposed Projects RRT Grant Program
Attachment B-Proposed Projects RPP Grant Program
Attachment C-August 5, 2021 Parks Commission Presentation
Attachment D-Draft Resolution RRT Grant Program
Attachment E-Draft Resolution RPP Grant Program
(Attachments are on file with the Clerk of the Board)

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	Potential Park Projects- Ru	Potential Park Projects- Rural Recreation and Tourism (RRT) Grant	Grant
Park	Lake San Antonio North Shore	Lake San Antonio South Shore	San Lorenzo Park
Park Information	Established in 1967 and owned by MCWRA. Monterey County has managed the recreation portion of the property since 1969	Established in 1967 and owned by MCWRA. Monterey County has managed the recreation portion of the property since 1969	Established in 1976 by Monterey County Parks
Project benefits	Low lake levels have reduced interest in camping and other recreation opportunities on the North Shore. Building an amphitheater would help repurpose this area for visitor use and stabilize park visitation during periods of low lake levels and provide a space for community events.	Marina has not been available for 7 years due to structural failure and low lake levels were a contributing factor.	Expand recreation offerings at the park
Project(s)	Amphitheater-Concert venue and community Marina with fuel tanks, fishing dock and use Landscape improved areas with drought	Marina with fuel tanks, fishing dock and boat slips-with ADA gangway Improve walkways Stormwater prevention Landscape improved areas with drought	If SPP funding is not awarded, reduce San Lorenzo Park Project scope to include splash pad, resroom building, showers and peripheral park enhancements and submit an application for the RRT grant program
Funding Request	Landscape improved areas with drought tolerant native plants	tolerant native plants 3,000,000	3,000,000

Indicates Park Projects that staff and Nossaman agree would be most competitive

 $^{^{}st}$ The Parks Commission supported all of the Potential Park Projects listed for the RRT gant

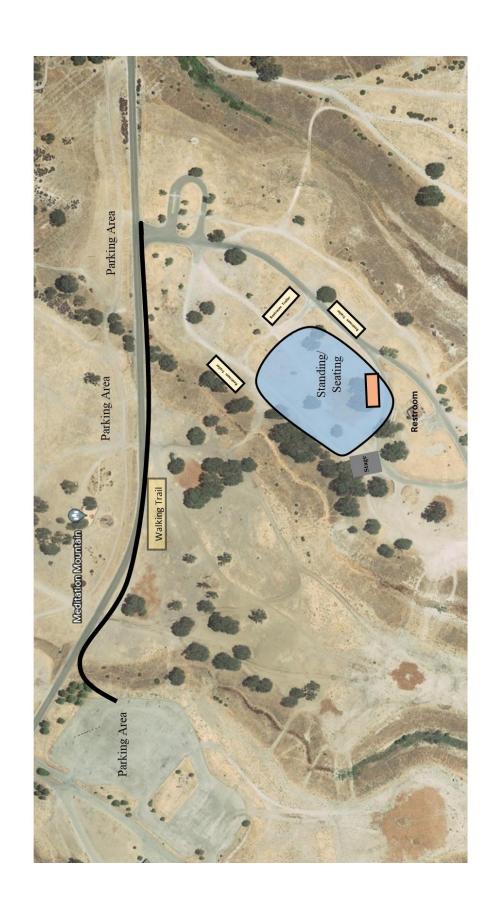
Project Summary: Rural Recreation and Tourism Grant

Lake San Antonio-North Shore Amphitheater Project: In the past nine (9) years, water levels at Lake San Antonio have dropped significantly resulting in a negative impact on North Shore visitation. These negative impacts have cascaded into the surrounding Lockwood and Bradley communities; local tourism and commerce have declined, and businesses have been forced to close. The County receives inquiries for large-scale events at Lake San Antonio-North Shore; however, it does not have adequate facilities to accommodate the requests. Constructing an amphitheater at North Shore will attract park visitors and help revitalize this under-utilized resource. It will also insulate the park from the impacts of low-water levels by creating an attraction that is not water dependent. The proposed amphitheater will be equipped with a sound stage to serve as a concert venue, house a large screen for community movie nights, and serve as an event venue solution. The amphitheater will be available for community use when not reserved by groups.

Lake San Antonio-South Shore Marina Project: The marina and fuel dock at Lake San Antonio-South Shore have not been available to visitors for the past seven (7) years due to structural failure, with low lake levels as a contributing factor. These negative impacts have cascaded into the surrounding Lockwood community; tourism and commerce declined; and businesses were forced to close. Boaters now trailer their boats to refuel outside the park, which has been a deterrent for park visitors. The low lake levels, lost amenities, and inconvenience of refueling outside the park has reduced park visitation by eighty percent (80%). This significant drop in visitation has had a negative impact on surrounding businesses that relied on tourism. The addition of a marina, fuel dock, and fishing dock will help revitalize park visitation and provide an area for non-boaters to enjoy.

San Lorenzo County Park Project: A funding request of \$8.5 million was submitted to the OGALS Statewide Park Program for the San Lorenzo County Park project in March 2021. The project scope included: addition of a splash pad and restroom building with showers, outdoor classroom, and perimeter recreation trail; replacement of existing play structure; planting of native vegetation; installation of interpretive signs; removal of eucalyptus trees and revegetation with other tree species; and peripheral park enhancements. If SPP grant funding is not awarded, staff requests the option to reduce the project scope to include the addition of a splash pad and restroom building with showers and peripheral park enhancements, and to submit the application to the RRT program. The project cost and funding request for the RRT application will not exceed \$3 million.

Lake San Antonio North Shore, Amphitheater Project



	Lake San An	ke San Antonio North Shore Amphitheater Project
Trar	nsform McCandless gro	Transform McCandless group area into a 2,000 +/- capacity standing Amphitheater
Project Components	Costs	Comments:
Design and architectural services	\$ 200,000.00	200,000.00 Including CEQA (\$30K)/architectural services and design/permitting
Amphitheater Construction Costs	\$ 1,455,000.00	.,455,000.00 Amphitheater stage build
		ADA Renovation, interior remodel to improve aesthetics, convert showers to toilet stalls, add roof over
Restroom Renovation	\$ 150,000.00	150,000.00 existing shower section
Infrastructure Upgrades	30.000,001 \$	100,000.00 Possible replacement of sewer lines and pumps
Native Landscaping and Stormwater Prevention	\$ 50,000.00	50,000.00 Proximity to reservoir will require stormwater prevention techniques
Utility upgrades (water/electrical lines)	30.000,000	100,000.00 Electrical upgrades for large load amplifier and speakers will most likely be required
Concession Stand	30.000,001 \$	100,000.00 Build new concession stand including refrigeration units and Air conditioning units
ADA Parking	\$ 50,000.00	50,000.00 ADA parking lot in the event area
ADA accessible portable restroom buildings	\$ 195,000.00	195,000.00 \$65,000 per restroom trailer, purchase 3 total
Project Total:	\$ 2,400,000.00	

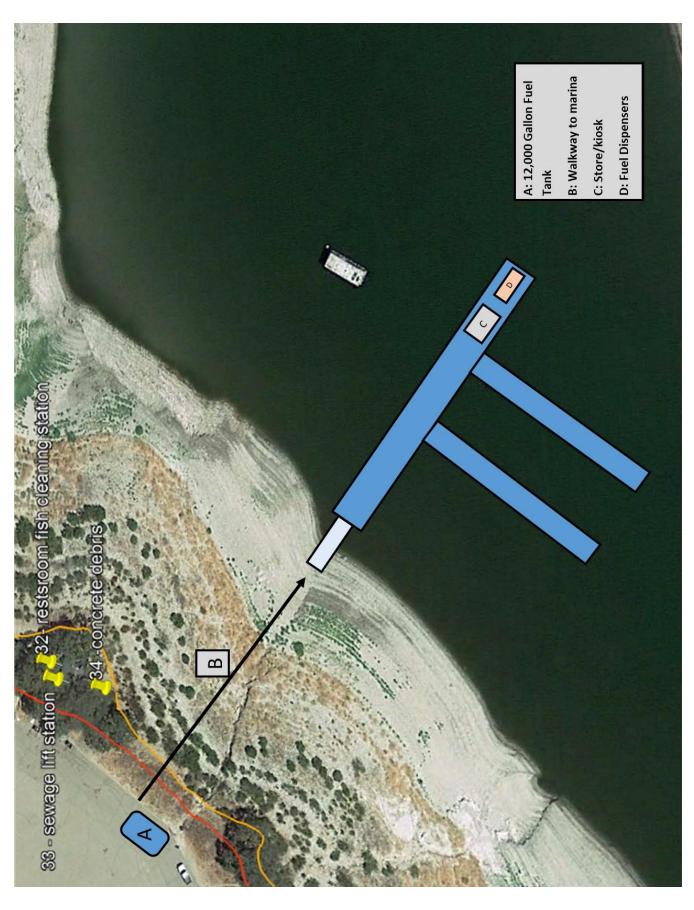
Estin	nated Annual Operation	n and Maii	tenance Co	Estimated Annual Operation and Maintenance Costs of Amphitheater Project	
Additional Staffing	Salary	Quantity Total Cost	Total Cost	Comments	Funding:
Seasonal Park Aide 3	30,000	2)0′09 \$	60,000 Litter Abatement/Restroom	Funded by additional camping
				Pumping/Event Staff	revenue received as a result of the
					proposed project
Seasonal Park Aide 2	27,000	2	\$ 54,00	54,000 Concession stand cashier (for non	Funded by concession stand revenue
				promoter events)	

360,000.00 240,000.00 **3,000,000.00**

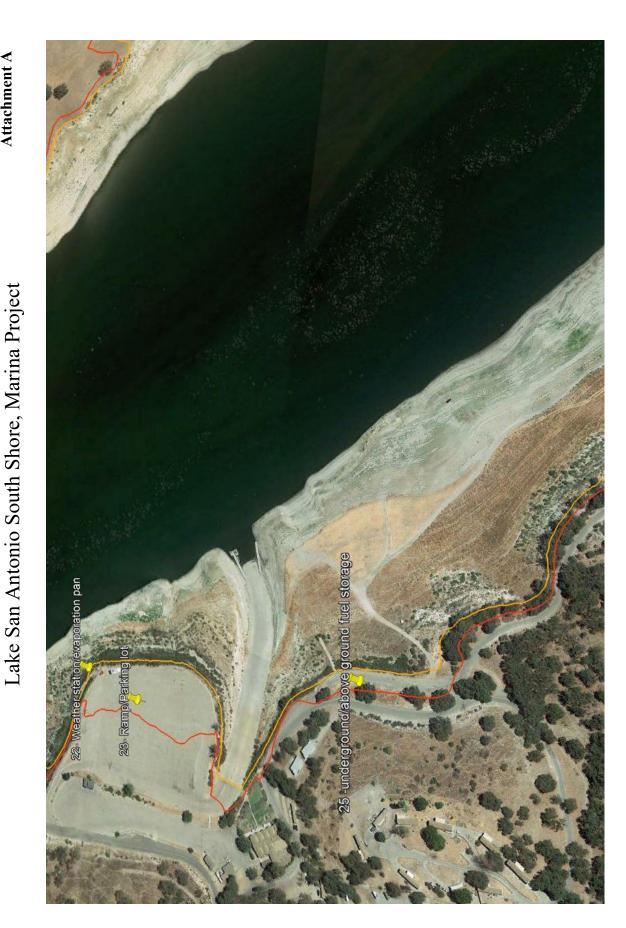
Contingency 15% \$
Staff Time 10% \$



Site Map: Marina Project- Location Option Harris Creek



Site Map: Marina Project- Location Option Harris Creek



Site Map: Marina Project-Location Option Lynch

Proposed Project, Lake San Antonio South Shore

Demo existing marina and install ne	Lake San Antoni w marina built by marin	Lake San Antonio South Shore, Marina Project: Demo existing marina and install new marina built by marina construction company. Potential location: Harris Creek instead of Lynch area.
Project Components	Costs	Comments:
Demo existing marina and install new marina built by marina construction company.	built by marina constru	ction company. Most likely install location will be at Harris Creek instead of Lynch area.
Demo existing marina	\$ 100,000	100,000 Existing marina needs to be completely demoed and hauled away.
Lake San Antonio Marina construction (50 slips)	\$ 1,500,000	RFP will need to be issued to select marina construction company.
Fuel tank and line addition	\$ 250,000	250,000 Potential to use existing marina tank, will need to be moved to new marina location.
Walkway Construction	\$ 100,000	Landscaped walkway to marina gangway.
Native Landscaping and Stormwater Prevention	\$ 50,000	Stormwater prevention techniques required for new marina construction.
		New water and electrical lines, potential for new electrical service necessary. Electrical lines must be movable
Utility upgrades (water/electrical lines)	\$ 150,000	150,000 (aboveground flex line)
		Flooring, retail counter installation, HVAC (air conditioning units), insulation, displays Include refrigeration for
Marina interior store renovations	\$ 150,000	150,000 retail drinks/snacks
Permitting, CEQA, additional design details	\$ 100,000	100,000 CEQA estimate: \$30K, permitting: \$15K, additional design of site area \$55K
		Possible cost overruns: Walkway construction - if ADA access required on steep slopes, Fuel tank and line
		addition (depending on regulatory compliance), Utility Upgrades especially if restrooms included in construction.
Project Total:	\$ 2,400,000	
Contingency 15%	360,000	
Staff Time 10%	\$ 240,000	
	3,000,000	

	Lake San Ant	Lake San Antonio South, Marina Project:
	Estimated Annual Ope	Estimated Annual Operation and Maintenance Costs of Project
Cement Sealant	\$ 200	
Anchoring/cabling	\$ 2,000	2,000 Typically replace wire rope every 5 years.
Work Boat/Barge Maintenance	\$ \$,000	5,000 Preventative Maintenance/engine repairs
Labor	\$ 40,000	40,000 \$10,000 per month during summer in 2012 (Basecamp salaries, will not require same amount of staffing)
Marina Movement	- \$	Opportunity cost of existing B&G workers. No additional staffing required.
		Disconnect fuel prior to winter storms, reconnect fuel line in March every year. Must be completed by certified
Fuel Disconnect/reconnect	\$ 7,500	7,500 operator.
Total Maintenance Expense (including labor)	\$ \$2,000	
		Annual Revenues
Annual fuel sales	\$ 253,000	253,000 \$252K in 2013 (low water capacity) \$311,000 in 2012 with average water levels
Slip Rentals	\$ 54,000	54,000 Based on 30% capacity 60 days per year. \$49K in 2012 - increase in slip prices
Retail Revenues		Ice, snacks, marine equipment sales
Tackle	\$ 20,000	20,000 2012 Revenues = \$21695
Ice Sales	\$ 43,000	43,000 30% of total in 2012 (\$143,750)

ب Potential Future Revenue Generators Equipment Rentals Boat Rentals

45,000 Kayaks/Paddleboards/Towable Tubes/Watersports equipment (would require additional staffing of park aide positions. 144,000 Pontoon rentals (would require substantial Capital investment) assume 5 vessels renting \$600/day for 48 rental days.

20% of total in 2012 (\$139,850) 10% of total in 2012 (\$29,460)

3,000

\$ \$

Taxable Merchandise Ice Cream

Total Revenue:

401,000

Ş

	Po	Potential Park Projects- Regional Park Program (RPP) Grant	Program (RPP) Grant	
Park	Lake San Antonio North Shore	Lake San Antonio South Shore	Toro Park	Fort Ord Open Space/ Travel Camp
Park Information	Established in 1967 and owned by MCWRA. Monterey County has managed the recreation portion of the property since 1969	Established in 1967 and owned by MCWRA. Established in 1967 and owned by MCWRA. Monterey County has managed the Monterey County has managed the recreation portion of the property since 1969 recreation portion of the property since 1969	Opened to the public in 1971- serving the city of Salinas and a favorite attraction for Monterey County	Property transferred to County from FORA during early 2000's completed in 2020. Approx 2,300 acres of open space and trails, includes Travel Camp. Land use documents protect sensitive/endangered species and habitat; limits development.
Project benefits	Improve access between campsites and add new recreation feature. Revitalize North Shore and attract visitors. The project will create recreation opportunities that are not water dependent to endure periods of low lake levels. Park visitation is down tremendously which has impacted surrounding businesses that rely on tourism. These improvements would help the community and local businesses by increasing visitation and providing fun recreation opportunities.	Diminishing support amenities have decreased visitation. Local community continues to support and visit however visitation is down 75% and which impacts surrounding businesses that rely on tourism. Providing these recreation features would revitalize visitation and provide new recreation opportunities for visitors and community to enjoy.	Largest County park in the portfolio (4756 acres) and unique cultural resources within the park (EV Centernative American and Marks Ranch)-many recreation offerings and 20 miles of trails. Addition of new recreation features will help support the growing interest of visitors and meet their recreation needs, educate visitors about their natural surroundings and increase safety. Project will expand visitation to include access for all trail.	Newest open space that the County owns, public has used trails since early 1990's. A youth overnight camping and recreation area has been in development since the base closed in 1994 and is consistent with the historic use of the Travel Camp site. The development of a youth overnight area would attract youth groups from around the state such as Boy Scouts and Campfire. Development of the Travel Camp site would also allow for better use of the area of biking and hiking events as well as serve as a trailhead area for the open space trails. The community has also expressed a desire for a bike skills course that could potentially curb the building of illegal bike stunt areas.
Project(s)	New disc golf	Renovate Oak Room Community Center	2 New mountain bike/scooter skills course one adult course and one for	New youth overnight camping area at Travel Camp
	New parkwide walking trail	Renovate Admin Building/Visitor Center/Wedding?	young kids- New dog park- off leash - 2 areas 1 small dog area and 1 large dog area	New disc golf course at Travel Camp
	New Stormwater prevention	New mountain bike course	New disc golf	New bike skills course at Travel Camp
	New native landscaping	New disc golf	New native nursery- youth education use and staff to propagate native plants for County parks	New native nursery- youth education New improvements at staging area at Travel Camp use and staff to propagate native plants with parking, restrooms and trailheads for County parks
	Renovate roads	New miniature golf- 9 hole	New all access trail with interpretive signs	New multi-use trail plan and addition of new all access trail
	New playground	New gps trail mapping- link trails to All Trails	New bocce ball court	New interpretive signage and wayfinding mapping in open space areas
	Renovate camping area	Renovate campsites and roads	New speed tables- where trails cross the road New native landscaping-	
			Convert volleyball area to pickle ball court (s)	
o sotesibal	Court of Contract that the the the contract of	contitions of places		

Indicates Potential Projects that staff and Nossaman agree would be most competitive

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Park	Jacks Peak Park	Royal Oaks Park	Manzanita Park (Public Areas) La	Laguna Seca	855 E. Laurel Drive, Salians
Park Information		Established in 1966 and the oldest park in the Monterey County portfolio. 122 acre park	525 acres of ridgetop donated by the Bates Established in 1966 and the oldest park Approximately 460 acres of which 60 acres are Family/Nature Conservancy in 1971 to in the Monterey County portfolio. 122 developed as the sports complex managed by County to form a regional park-park acre park acre park acre park only available to the public through sponsored additional acreage and now park is 890 events. In U.S. Passive use nature preserve.	Laguna Seca is a 588 acre park, complete with three campgrounds, hiking and biking trails, and a world renown racetrack, WeatherTech Raceway Laguna Seca. The park is currently managed by A&D Narigi Consulting, LLC. With the exception of major event weekends, the park is open to the public daily.	Laguna Seca is a S88 acre park, complete with Recreational opportunity on approximately 1.7 three campgrounds, hiking and biking trails, acres of the undeveloped portion of the 855 E. and a world renown racetrack, WeatherTech Laurel Drive parcel in East Salinas. Part of a Raceway Laguna Seca. The park is currently larger campus between Laurel Drive and managed by A&D Narigi Consulting, LLC. Constitution Blvd., owned by multiple County With the exception of major event weekends, parcels, this area is surrounded by the Salinas Soccer Complex, First Tee, Veterans Memorial Park is open to the public daily. Park, Vietnam Memorial Park and First Tee golf course.
Project benefits	Only nature preserve that County owns/manages. Project will expand wisitation to include access for all trail, interpretive sign environmental education, encourage outdoor education to stewardship of forest and renovate aging scouting and other groups. Expain infrastructure. Jacks Peak is a wildlife BBQ and adding gazebo will help corridor to Carmel Valley and primary area the growth of the surrounding for ridgeline fuel management between communities and provide more g Carmel Valley and the peninsula to protect use areas. Additional recreation surrounding subdivisions and communities features will expand park offerin help promote outdoor recreation addition of interpretive signs will provide self paced environmental education.	needs Inding Ind	Public access is limited to open space and trail network. Manzanita Park is partially in the Coastal Zone which limits development and improvements unless approved by the California Coastal Commission. Much of the park is covered by sensitive maritime chapparal which cannot be disturbed. The addition of picnic sites, park benches, all access trail and additional interpretive signage would allow the public to not only use the park for hiking but also for relaxation and education. Including a parcourse exercise course would also increase the public's desire for increased exercise opportunities.		With the growing popularity of BMX pump tracks and skate parks, this is a unique opportunity to create an urban recreational feature in the County's largest City. Specifically community of East Salinas, it is expected the proximity to the Regional Soccer Complex will not only be a popular recreational amenity to the local community but all residents of Monterey County and beyond. The location is highly visible to major roads and right next to the continual paved trail system that connects the communities of Creekbridge and Acosta Plaza.
Project(s)	New all access trail with interpretive signs. New Gazebo for group gatherings (by Acorn building)		New all access trail with interpretive signage	Campground renovation including restroom and shower facilities	Community meeting participants expressed an overwhelming support for these amenities in this location.
	New equestrian staging area/ watering area	New kitchen/food prep area at YONA- new building w/ septic/gray water system	Four (4) new picnic areas	Upgrades to Wi-Fi, landscaping and fencing	New BMX Pump Trac and Skate Park Estimated project costs - \$3M.
	New ADA picnic site (west end) by all access trail	New dog park	Fifteen (15) new park benches	Access road repairs	
	New pionic area, shade structure, kitchen/food prep area & vault toilets at Monterey Pines group site	Convert tennis court to pickleball court and resurface tennis court	to pickleball court Parcourse exercise course court		
	New interpretive and directional signs on existing trails	Repair benches, stairs and other support amenities			
	Refurbish east and west end bathrooms, plumbing fixtures, flooring	Renovate playground and add swings			
	Remove lower and upper gate and add park gate at toll booth or on property line	Renovate entrance			
	Forest management- last remaining Monterey pine forest	New trail and interpretive signage			
		Upgrade/expand BBQ areas			

Indicates Potential Projects that staff and Nossaman agree would be most competitive

Indicates Potential Projects recommended by the Parks Commission

Project Summary: Regional Park Program Grant

Toro Park, Recreation Feature Enhancement: The largest and one of the most popular parks in the County portfolio would benefit from enhancement to recreation feature offerings. The addition of a bike skills course for novice through advanced would help to build skills to explore Toro Park bike trails safely. Other proposed improvements include the addition of a disc golf area, a one (1) mile all access trail with par course exercise stations and interpretive signage, nature education area, native plant nursery, dog park, pickleball and bocce ball courts.

Fort Ord/Travel Camp Project: The newest property to be transferred to the Parks portfolio is approximately 2,300 acres of open space on the former Fort Ord Army Base including the Travel Camp parcel. The properties are adjacent to the East Garrison community, California State University Monterey Bay (CSUMB), Fort Ord National Monument and the Cities of Seaside and Marina. The property is comprised of oak woodland, maritime chapparal and native meadows. Due to the property being a former Army base, there are numerous documents that govern the use of the property to protect sensitive and/or endangered species, exposure to possible munitions and existing land use covenants. Most of the property is habitat reserve area with limited development opportunity. Currently, there are many miles of hiking, biking and equestrian trails for public use and enjoyment and the Travel Camp parcel has been used to host biking and running events. The proposed project includes a community requested youth overnight camp, bike skills course, par course exercise stations, trail wayfinding, disc golf course and improvements to the Travel Camp staging area such as the addition of parking and restrooms.

<u>Jacks Peak Park, Trail and Picnic Area Project:</u> Jacks Peak Park is the only nature preserve in the Park portfolio. The addition of a one-eighth (1/8) mile all access trails will expand opportunity for visitors who are unable to navigate the steep trails but will still put them in reach of natural areas not accessible by the park road. The proposed project also includes the addition of two (2) ADA picnic areas, remodel of existing bathrooms, enhancement to park entrance, and a forest management plan for fuel reduction and native plant protection.

Royal Oaks Park Project: The oldest park in the Parks portfolio is in need of refurbishment. Opened in 1966, this 122-acre park has both active and passive recreation areas. The park offers numerous group picnic sites under beautiful old growth oak trees, and is very popular for large gatherings, weddings, and celebrations. The proposed project includes the addition of a gazebo area for group gatherings, kitchen at the Youth Overnight Area (YONA), dog park, pickleball court and playground renovation.

Manzanita Park Project: Manzanita Park has over 400 acres of open space with hiking and equestrian trails and is unique in that it includes a large sports complex with numerous ballfields, batting cages and BMX track currently managed through a concession agreement with the North County Youth Recreation Association (NCYRA). Currently, the concession agreement allows NCYRA to limit use of the sports complex to sponsored events only, while the public is allowed to access the park for use of the trail network. This relationship with NCYRA limits the proposed project area to the trail network and open space areas with public access. Manzanita Park is partially situated in the Coastal Zone with healthy areas of maritime chapparal;

development is very limited and could require California Coastal Commission approval. The proposed project includes the addition of an all-access trail, picnic areas, park benches, interpretive signage, and a par course exercise course.

Laguna Seca Recreation Area

Laguna Seca is a 588-acre park, complete with three campgrounds, hiking and biking trails, and a world renown racetrack, WeatherTech Raceway Laguna Seca. The park is currently managed by A&D Narigi Consulting, LLC. With the exception of major event weekends, the park is open to the public daily. The proposed project includes the renovation of two campgrounds, including restroom and shower facilities, electrical, wi-fi, access road repairs, landscape, and fencing upgrades.

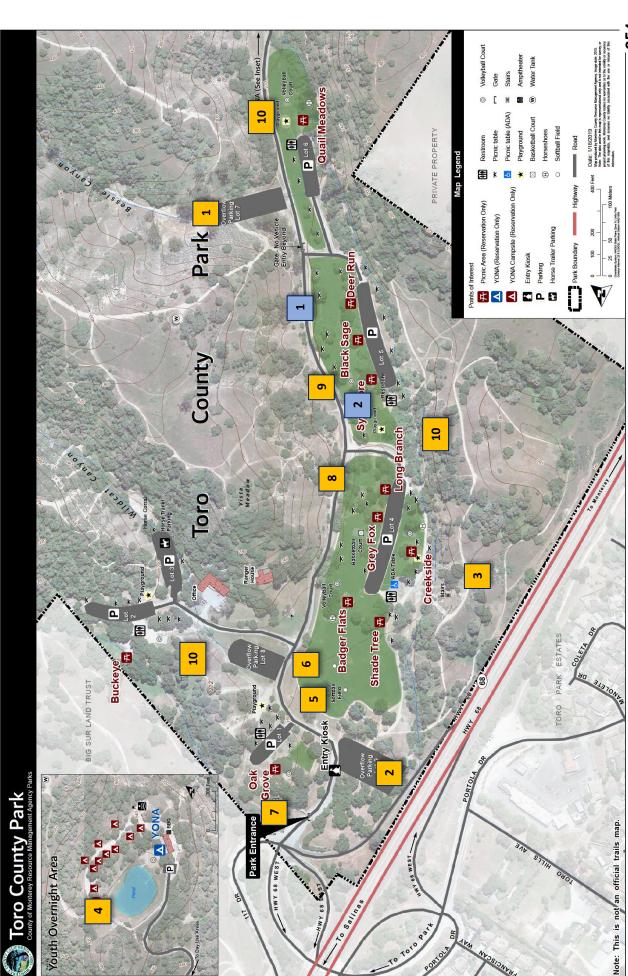
855 Laurel Drive BMX/Pump Track/ Skate Park: This 1.7-acre area of undeveloped land within the County Owned parcel known as 855 Laurel Drive, is a unique opportunity to provide an urban park within the City of Salinas. The proposed development of a skate/BMX-pump track would be sited between Carr Lake and Veterans Park and be among the larger recreational features within the Laurel and Constitution Blvd campus such as the Salinas Regional Soccer Complex and First Tee Monterey. The proposed development will add a popular recreational activity in an underserved area of Salinas that will be highly visible and accessible to the community.

New Projects

- Bicycle skills courses
- . Dog parks
- Disc golf course
- Native plant nursery
- 5. All access trail/Signage
- 6. Exercise course (parcourse)
- '. Bocce ball courts
- 8. Speed tables
- 9. Native landscaping
- 10. Wild pig exclusion fencing

Infrastructure Improvements

- 1. Park fence repairs
- Convert volleyball to pickleball



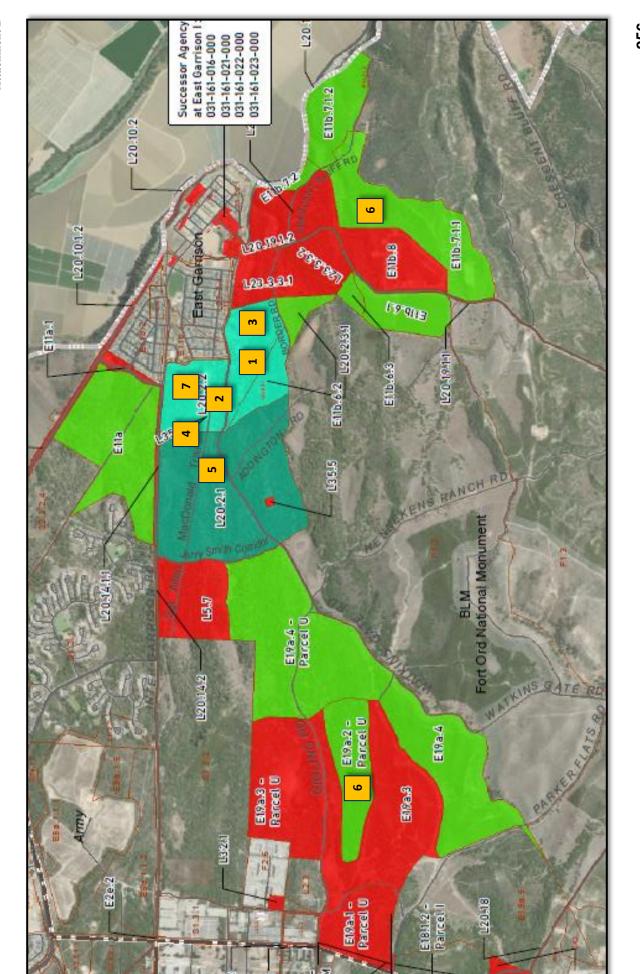
	Tor	Toro Park Prop 68 RPP Project
	New recreation fe	New recreation features and existing infrastructure improvements
New Project Components	Costs	Comments:
Advanced bicycle skills course	\$ 150,00	150,000 Dirt course w/ jumps and constructed stunt/skill features; Community/volunteer/staff build
Novice bicycle skills course	\$ \$0,000	Dirt course w/ rolling hills, banks and dips; Community/volunteer/staff build
Large breed leash-free dog park	\$ 75,00	75,000 500sq/ft, fenced w/ pea gravel surface, shade structure, agility obstacles and water fountain
Small breed leash-free dog park	\$ 50,000	300sq/ft, fenced w/ pea gravel surface, shade structure, agility obstacles and water fountain
		18-hole course w/ decomposed granite and rubber mat tee box, metal baskets and hole markers;
Disc golf course	\$ 50,00	50,000 Community/volunteer/staff build
Native plant nursery	\$ 125,00	125,000 Small greenhouse, outdoor growing area, planting shed, tools and storage
All access trail	\$ 200,000	200,000 1-mile loop around picnic areas, decomposed granite, benches
Interpretive signage for all access trail	\$ 75,000	Nature, cultural and historical interpretive signage on standards
Exercise course (parcourse)	300,000	300,000 Parcourse exercise equipment along all access trail
Bocce ball courts (2)	\$ 250,00	250,000 Regulation size 13'x91', oyster shell surface, wood edging, benches, shade structure over courts
Speed tables on main park road (6)	00'09 \$	60,000 8'x25' w/ thermo-applied striping for crosswalk
Native landscaping throughout park	\$ 200,000	200,000 Beautification of picnic areas, entry and facilities including irrigation
Wild pig exclusion fencing	\$180,00	\$180,000 Apprx 2 miles of 3' high fencing to keep pigs from destroying picnic grounds and sports fields
Infrastructure Improvement Project Components	Costs	Comments:
Park road fencing	\$ 100,000	100,000 Replace and repair fence boards and posts along park road fencing incl. paint and hardware
Convert volleyball court to pickleball	\$ 60,00	60,000 Convert AC volleyball court to AC pickleball court including demo and re-construct
Construction soft costs	Costs	Comments:
Design services	\$ 75,000	Engineering, architectural and construction
CEQA/Environmental consulting	\$ 200,000	200,000 Environmental consultation and report preparation
Permitting	\$ 50,000	Includes County and outside agencies
Project Total:	\$ 2,280,000	
Contingency 15%	\$ 342,000	
Staff Time 10%	\$ 228,000	
TOTAL APPLICATION AMOUNT	\$ 2,850,000	

Estir	imated Annual Operat	ion and Ma	intenance Cost	mated Annual Operation and Maintenance Costs of Toro Park Projects	
Operation	Salary/hr	Hours	Total Cost	Comments	Funding:
Buildings & Grounds Worker II	\$ \$	\$ 008		23,100 Amenity maintenance/repairs	Annual Parks budget
Parks Services Aide II	\$ 45	200	500 \$ 22,500	22,500 Amenity maintenance, janitorial	Annual Parks budget
*Staff augmentation will be needed to provide annual O/M for Prop 68 projects; (1) PSA II and (1) B&G Worker II. Current Toro Park staffing levels will not allow support of these projects, annual O/M and property maintenance.	/M for Prop 68 projects; (1) PSA II an	d (1) B&G Worke	r II. Current Toro Park staffing levels will	not allow support of these projects,
Maintenance	Cost		Total Cost	Comments	Funding:
Repair materials, ie. decompossed granite, paint, plant	\$ 20,000		\$ 50,000	50,000 Material costs may vary year to year	Annual Parks budget
replacement, lumber, irrigation supplies, concrete, etc				dependent upon wear and tear, market changes, etc	
	Ar	Annual O/M	\$ 95,600		

Fort Ord Open Space & Travel Camp Project

New Projects

- .. Youth overnight campground
- 2. Restrooms/parking lot @ TC
- Bicycle skills courses
- 4. Disc golf course
- 5. All access trail/Signage
- 6. Wayfinding mapping
- Exercise course (parcourse)



	Ft Ord Open Sp	Open Space & Travel Camp Prop 68 RPP Project
		New recreation features
New Project Components	Costs	Comments:
		Graded campsites w/ picnic tables, outdoor food prep area, vault restrooms (if water/sewer connection
		available then kitchen and bathroom can be expanded to include running water for food prep and showers),
Youth overnight campground	\$ 800,00	800,000 outdoor education area, shade structures, landscaping
Restroom facilities and parking lot at Travel Camp	\$ 225,000	vault restrooms (no water) and 2.4 acre AC or chip sealed parking lot
Advanced bicycle skills course	\$ 150,00	150,000 Dirt course w/ jumps and constructed stunt/skill features; Community/volunteer/staff build
Novice bicycle skills course	\$ \$0,000	Dirt course w/rolling hills, banks and dips; Community/volunteer/staff build
	_	18-hole course w/ decomposed granite or concrete and rubber mat tee box, metal baskets and hole
Disc golf course	\$ 50,00	50,000 markers; Community/volunteer/staff build
All access trail	\$ 150,00	150,000 1-mile loop through Travel Camp, decomposed granite, benches
		Nature, cultural and historical interpretive signage on standards along Travel Camp and Jerry Smith Corridor
Interpretive signage	\$ 150,00	150,000 Trail area
Wayfinding mapping	\$ 150,00	150,000 Continue wayfinding project into County parcels not currently on map
Exercise course (parcourse)	\$ 150,00	150,000 Parcourse exercise equipment through Travel Camp parcels
3		
CONSTRUCTION SOIL COSTS	COSTS	Comments:
Design services	\$ 100,000	100,000 Engineering, architectural and construction
CEQA/Environmental consulting	\$ 300,000	300,000 Environmental consultation and report preparation
Permitting	\$ 50,00	50,000 Includes County and outside agencies
Project Total:	\$ 2,355,000	
Contingency 15%	\$ 353,250	
Staff Time 10%	\$ 235,500	
TOTAL APPLICATION AMOUNT	\$ 2,943,750	

Estimated Annu	ual Operation and Mai	intenance (Costs of Ft Ord (Estimated Annual Operation and Maintenance Costs of Ft Ord Open Space & Travel Camp Projects	
Operation	Salary/hr	Hours	Total Cost	Comments	Funding:
Buildings & Grounds Worker II	<i>LLL</i> \$	\$ 080		160,160 Amenity maintenance/repairs	Annual Parks budget
Parks Services Aide II	\$ 45	\$ 0802		93,600 Amenity maintenance, janitorial	Annual Parks budget
*Staff augmentation will be needed to provide annual O/M for Prop 68 projects; fulltime (1) PSA II and (1) B&G Worker II. Current staffing levels will not allow support of these projects,	'M for Prop 68 projects;	fulltime (1)	PSA II and (1) B&	G Worker II. Current staffing levels will no	t allow support of these projects,
annual O/M and property maintenance.					
Maintenance	Cost		Total Cost	Comments	Funding:
Repair materials, ie. decompossed granite, paint, septic	\$ 25,000		\$ 25,000	25,000 Material costs may vary year to year	Annual Parks budget
pumping, lumber,plumbing, concrete, etc				dependent upon wear and tear, market	
				changes, etc	
	Α	Annual O/M \$	\$ 278,760		
	Materials contingency 15% \$	ngency 15%	\$ 41,814		
	TOTAL AN	TOTAL ANNUAL O/M \$	\$ 320,574		

Monterey Bay

and Tail Point

Montere

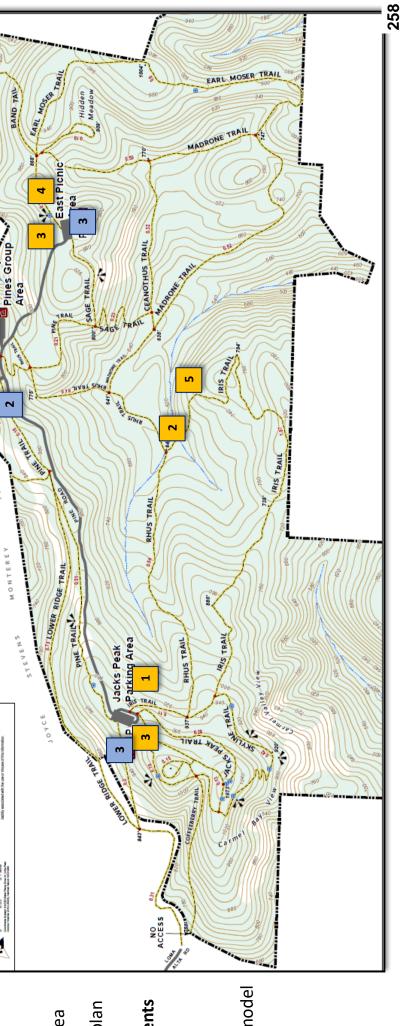
PRESERVE

Skyline Self-Guided Nature Trail Jacks Peak County Park Trall - approx. --- mileage between 1.04 ml 1.11 ml 0.67 ml 0.40 ml 0.70 ml Park Boundary 800 Contour line Stream Road LOWER RIDGE TRAIL RHUS TRAIL SAGE TRAIL SKYLINE TRAIL Trall System with Total Distances Self-Guided Trail Sign Water Tank BAND TAIL CEANOTHUS TRAIL OOFFEBBERRY TRAIL EARL MOSER TRAIL HIDDEN MEADOW IRIS TRAIL JACKS PEAK TRAIL Picnic Area Entry Klosk Points of Interest All access trail/Signage **New Projects**

- 2. Wayfinding mapping
- ADA picnic sites
- Equestrian day use area
- Forest management plan Ŋ.

Infrastructure Improvements

- 1. Group site upgrade
- Park entry remodel
- **Bathroom interior remodel**



	Jacks P.	Jacks Peak Park Prop 68 RPP Project
	New recreation fea	New recreation features and existing infrastructure improvements
New Project Components	Costs	Comments:
All access trail	\$ 150,000	150,000 1/2-mile loop through west end meadow, decomposed granite, benches
		Nature, cultural and historical interpretive signage on standards throughout trail network and in parking
Interpretive signage	\$ 150,000	150,000 lots/picnic areas
Wayfinding mapping	\$ 150,000	150,000 Wayfinding app and GPS mapping
(2) ADA picnic sites	\$ \$0,000	80,000 Development of (2) solid surface ADA picnic areas w/ tables and pathways
Equestrian day use area	\$ 250,000	250,000 Equestrian day use area on east end w/ covered hitching post, water and trailer parking
Forest management plan	\$ 150,000	150,000 Forest management plan to include fuel reduction, trail use and native plants
Infrastructure Improvement Project Components	Costs	Comments:
Group site upgrade	\$ \$0,000	80,000 Upgrade Monterey Pines w/ vault bathroom, expanded food prep area w/ sink and shade
Park entry remodel/upgrade	\$ 30,000	30,000 Repair and upgrade tollbooth and entrance gate
Bathroom interior remodel/upgrade	\$ 60,000	60,000 Replace and repair fence boards and posts along park road fencing incl. paint and hardware
Construction soft costs	Costs	Comments:
Design services	\$ 50,000	50,000 Engineering, architectural and construction
CEQA/Environmental consulting	\$ 150,000	150,000 Environmental consultation and report preparation
Permitting	\$ 50,000	50,000 Includes County and outside agencies
Project Total:	\$ 1,350,000	
Contingency 15%	\$ 202,500	
Staff Time 10%	\$ 135,000	
TOTAL APPLICATION AMOUNT	\$ 1,687,500	

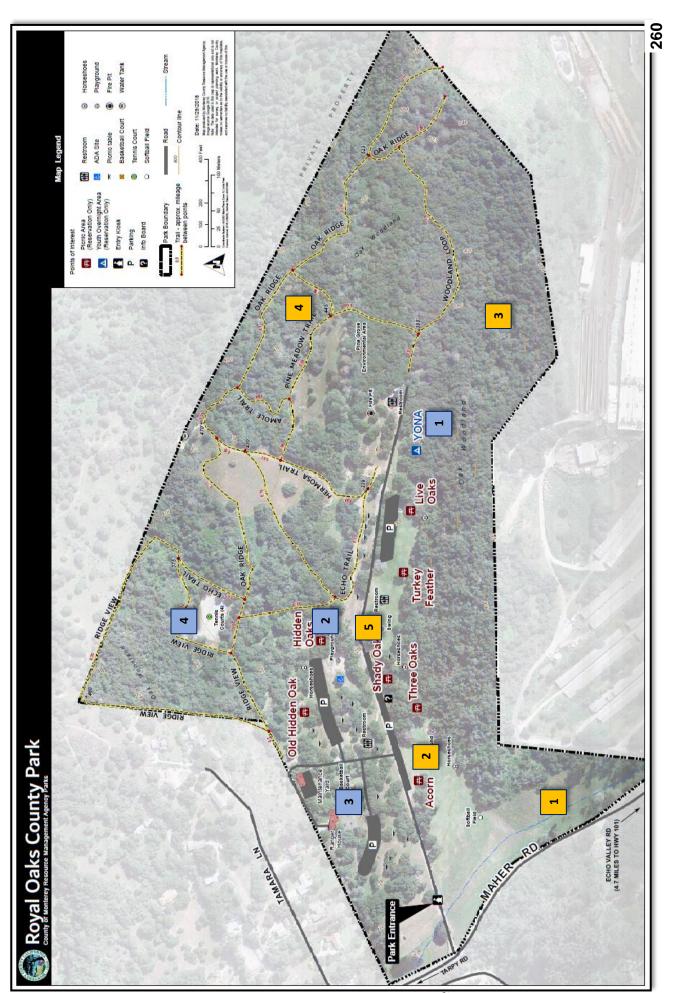
Estima	ted Annual Operation	and Main	tenance Costs o	Estimated Annual Operation and Maintenance Costs of Jacks Peak Park Projects	
Operation	Salary/hr	Hours	Total Cost	Comments	Funding:
Parks Services Aide II	\$ 45	1040 \$		46,800 Amenity maintenance, janitorial	Annual Parks budget
*Staff augmentation will be needed to provide annual O/M for Prop 68 projects; fulltime (1) PSA II. Current staffing levels will not allow support of these projects, annual O/M and	M for Prop 68 projects; f	ulltime (1) I	SA II. Current st	affing levels will not allow support of thes	e projects, annual O/M and
property maintenance.					
Maintenance	Cost		Total Cost	Comments	Funding:
Repair materials, ie. decompossed granite, paint, septic	\$ 15,000		\$ 15,000	15,000 Material costs may vary year to year	Annual Parks budget
pumping, lumber,plumbing, concrete, etc				dependent upon wear and tear, market	
				changes, etc	
	Ar	Annual O/M \$	\$ 61,800		
	Materials contingency 15% \$	ngency 15%	\$ 9,270		
	TOTAL AN	TOTAL ANNUAL O/M \$	\$ 71,070		

New Projects

- 1. Dog parks
- 2. Gazebo & new group site
- 3. New open space trail
- 4. Interpretive signage
- 5. Exercise course (parcourse)

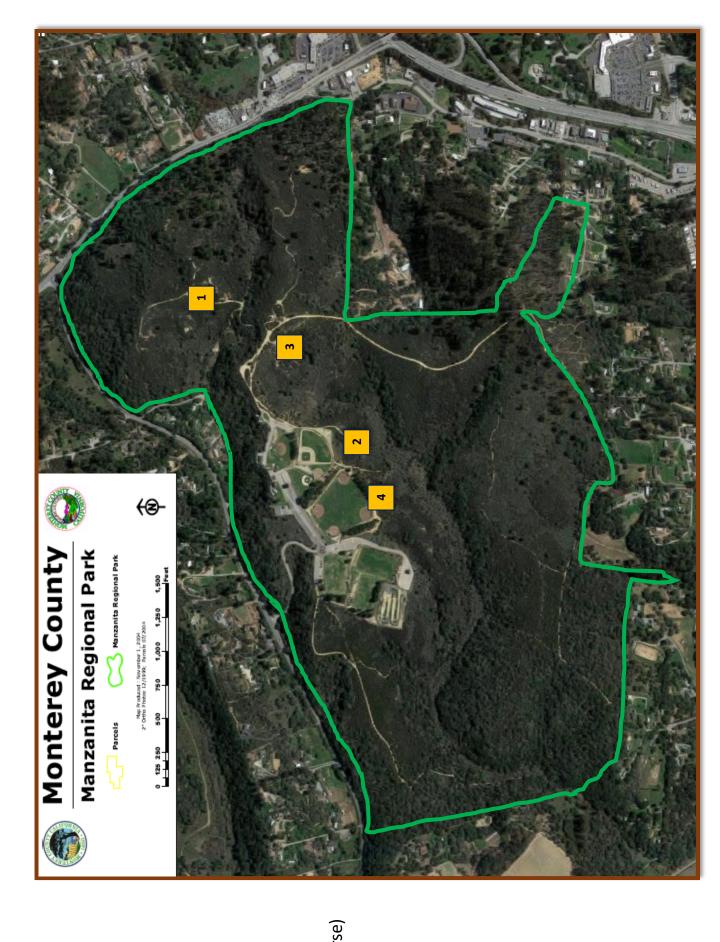
Infrastructure Improvements

- Youth overnight area upgrade
- 2. Playground repairs/upgrades
- 3. Basketball court renovation
- 4. Tennis court to pickleball



	Royal O	Royal Oaks Park Prop 68 RPP Project
	New recreation feat	recreation features and existing infrastructure improvements
New Project Components	Costs	Comments:
Large breed leash-free dog park	\$ 100,000	100,000 1500sq/ft, fenced w/ pea gravel surface, shade structure, agility obstacles and water fountain
Small breed leash-free dog park	\$ 75,000	75,000 500sq/ft, fenced w/ pea gravel surface, shade structure, agility obstacles and water fountain
Gazebo and new group event site	\$ 250,000	250,000 18-hole course w/ decomposed granite and rubber mat tee box, metal baskets and hole markers;
New open space trail	\$ 100,000	100,000 Development of a new open space trail
Interpretive signage for trail network	\$ 75,000	75,000 Nature, cultural and historical interpretive signage on standards
Exercise course (parcourse)	\$ 150,000	150,000 Parcourse exercise equipment through improved picnic grounds
Infrastructure Improvement Project Components	Costs	Comments:
Youth overnight area upgrades	\$ 250,000	250,000 Site expansion and addition of kitchen including wastewater
Playground repairs and upgrades	\$ 75,000	
Basketball court rennovation	\$ 50,000	50,000 Repair surfacing, new hoop standards, lighting
Convert tennis court to pickleball	\$ 60,000	60,000 Convert AC tennis court to AC pickleball court including demo and re-construct
Construction soft costs	Costs	Comments:
Design services	\$ 75,000	75,000 Engineering, architectural and construction
CEQA/Environmental consulting	\$ 125,000	125,000 Environmental consultation and report preparation
Permitting	\$ 50,000	50,000 Includes County and outside agencies
Project Total:	\$ 1,435,000	
Contingency 15%	\$ 215,250	
Staff Time 10%	\$ 143,500	
TOTAL APPLICATION AMOUNT	\$ 1,793,750	

Estima	Estimated Annual Operation	and Maint	enance Costs o	ial Operation and Maintenance Costs of Royal Oaks Park Projects	
Operation	Salary/hr	Hours	Total Cost	Comments	Funding:
Parks Services Aide II	\$ 45		\$ 22,500	500 \$ 22,500 Amenity maintenance, janitorial	Annual Parks budget
*Staff augmentation will be needed to provide annual O/M for Prop	M for Prop 68 projects;	(1) PSA II. C	urrent staffing le	p 68 projects; (1) PSA II. Current staffing levels will not allow support of these projects, annual O/M and property	ts, annual O/M and property
maintenance.					
Maintenance	Cost		Total Cost	Comments	Funding:
Repair materials, ie. decompossed granite, paint, plant	\$ 15,000		\$ 15,000	15,000 Material costs may vary year to year	Annual Parks budget
replacement, lumber, irrigation supplies, concrete, etc				dependent upon wear and tear, market	
				changes, etc	
	A	Annual O/M \$	\$ 37,500		
	Materials contingency 15% \$	ngency 15%	\$ 5,625		
	TOTAL AN	TOTAL ANNUAL O/M \$	\$ 43,125		



New Projects

- 1. Interpretive signage
- 2. Exercise course (parcourse)
- 3. Picnic sites and benches

All access trail

	Manzai	Manzanita Park Prop 68 RPP Project
	New recreation fea	creation features and existing infrastructure improvements
New Project Components	Costs	Comments:
Interpretive signage for trail network	\$ 100,000	100,000 Nature, cultural and historical interpretive signage on standards
Exercise course (parcourse)	\$ 150,000	150,000 Parcourse exercise equipment around sports complex
Picnic sites along trail network	\$ 100,000	100,000 Development of (4) picnic sites along the trail network
Benches along trail network	\$ 15,000	15,000 Installation of (15) park benches throughout trail network
All access trail	\$ 150,000	150,000 1-mile loop around sports complex, decomposed granite, benches
Construction soft costs	Costs	Comments:
Design services	\$ 50,000	50,000 Engineering, architectural and construction
CEQA/Environmental consulting	\$ 200,000	200,000 Environmental consultation and report preparation
Permitting	\$ 50,000	50,000 Includes County and outside agencies
Project Total:	\$ 815,000	
Contingency 15%	\$ 122,250	
Staff Time 10%	\$ 81,500	
TOTAL APPLICATION AMOUNT	\$ 1,018,750	

Estima	ated Annual Operation	and Main	tenance Costs c	Estimated Annual Operation and Maintenance Costs of Manzanita Park Projects	
Operation	Salary/hr	Hours	Total Cost	Comments	Funding:
Parks Services Aide II	\$ 45	250	\$ 11,250	250 \$ 11,250 Amenity maintenance, janitorial	Annual Parks budget
*Staff augmentation will be needed to provide annual O/M for Prop 68 projects; (1) PSA II. Current staffing levels will not allow support of these projects, annual O/M and property	M for Prop 68 projects;	(1) PSA II. C	urrent staffing le	vels will not allow support of these proje	cts, annual O/M and property
maintenance.					
Maintenance	Cost		Total Cost	Comments	Funding:
Repair materials, ie. decompossed granite, paint, plant	\$ 10,000		\$ 10,000	10,000 Material costs may vary year to year	Annual Parks budget
replacement, lumber, irrigation supplies, concrete, etc				dependent upon wear and tear, market	
				changes, etc	
	A	Annual O/M \$	\$ 21,250		
	Materials contingency 15% \$	ngency 15%	\$ 3,188		
	TOTAL AN	TOTAL ANNUAL O/M \$	\$ 24,438		





1021 Monterey-Salinas Hwy • Salinas, CA 93908

Laguna Seca Recreation Area Brief for Grant Capital Project

Project:

Renovation of Chaparral and Can-Am current campsites and expanding the children's recreational fun area and other improvements associated within the two campgrounds, located within the 588 acre property.

Chaparral Total Sites = 72

Can-Am Total Sites = 21

Needs:

Sites have not been upgraded since 1980. Both locations are lacking potable water, modern electrical needs and wi-fi capabilities. Current campsite and pads are in disrepair and cannot handle the larger RVs currently in use today, as the site dimensions are as originally built. Electrical requirements for modern RVs also require additional amperage given the modern coaches and trailers. Access roads within the two campgrounds require repaving with a refresh of landscape in key locations. Renovation of restrooms and shower buildings, and new fencing throughout are needed. Community/activity building and common areas are in need of a refresh.

In the 21/22 Business Plan, CIP projects were included for Laguna Seca Recreation Area that addressed items noted in this brief. The overall dollar value of the project was estimated in excess of \$3,000,000. One campground, Grand Prix, which is all dry camping, is not included in this proposal. Grand Prix will be recommended for future renovation and expansion comparable to the suggested renovation as noted for Chaparral and Can-Am.

Potable water is not available throughout the park, however that upgrade and required investment is being reviewed at this time with the CAO's office through other funding opportunities.

Proposed Project Scope of Work:

- Have a professional park architect complete a design package for the work. To include campsite reconfiguration, sizing and design, selection of materials to be used, key area landscape additions and activity area for children.
- Add laundry facility.
- New stalls, fixtures and tile for restroom and shower facilities, two (2) total.

- Repave access roads within the campgrounds.
- Upgrade electrical, add infrastructure for wi-fi.
- Expand children's area or build-out an additional area with new equipment, using materials that are both safe and eco-friendly for campgrounds/recreational areas.

Request for Project Work: \$3,000,000

Financial Implications:

Since April 2020, marketing efforts have been in place to market the Recreation Area as just that, an area for camping, recreational activity such as bike riding, hiking and an area that is not just a racetrack. Given the location is 20-45 minutes from key world renown destinations, i.e., Monterey Peninsula, Salinas Valley, Pebble Beach and Big Sur, the demand for campsites are year-around, with the majority of renters coming from outside the Monterey Peninsula area. Previous management promoted campgrounds strictly for events/racing.

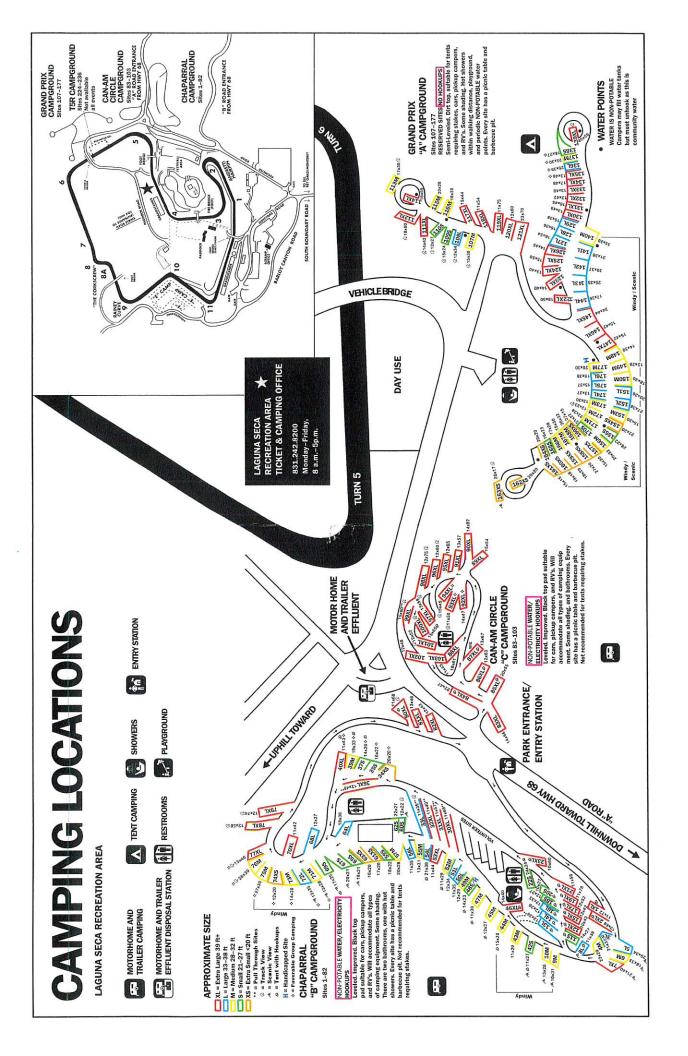
January 1, 2021 vs. YTD for 2019, overall revenue is up 58% with accommodations revenue up 55%. Occupancy is up 25.66% and average rate per site, up \$15.65. These figures do not include events. It is evident Laguna Seca being promoted as a campground and recreational area, and not just a racetrack, can generate additional revenue. With the improvements as noted, site rates would also be increased to be comparable to other campgrounds in Monterey County. Currently Laguna Seca site fees are well below the market rates by \$30-\$50.00 based on similar accommodations and conditions.

As it relates to expenses, we would not foresee any major additions. With the increasing of site dimensions, the number of sites may need to be reduced. Currently we have a very professional volunteer camp host program, daily cleaning of restrooms and showers, and check-out service for the sites. Security is also apparent throughout the park on patrols and in the guest booth 8pm-5am daily. The Ticket & Accommodations Manager currently oversees the campground operation.

As events are not included in the revenue numbers, four (4) major races per year can sell out the park. Given the various locations and shelf camping, the sites occupied can be north of 600. With other private rentals such as the Sea Otter Classic, additional camping revenue is generated.

I would formally request that the County of Monterey Parks Division accepts this brief proposal and allows Laguna Seca Recreation Area management additional time to complete any required due diligence for purposes of completing the grant application.

Thank you.



Attachment B

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Prop 68 Grant Opportunities and Potential Monterey County Parks Projects





PROPOSITION 68 COMPETITIVE GRANT OPPORTUNITIES

	Rural Recreation and Tourism (RRT) - Grant	Regional Park Program (RPP) - Grant
Focus		Create a new regional attraction- attracts visitors
	Creates rural recreation feature- focus disadvantaged	from a 20 mile radius and includes multi use
	areas for new recreation feature(s).	trails.
Funding available	\$200,000 min- \$3M max	\$200,000 min- \$3M max
Number of Applications/awards	No limit, multiple awards can be received and	No limit, multiple awards can be received and can
	cumulative awards may exceed \$3M	cumulative awards may exceed\$3M
Application deadline	November 5, 2021	November 5, 2021
Performance period	Projects to be completed by March 31, 2025	Projects to be completed by March 31,2025
Required match	20% unless median income is below \$56,982	No match requirement
Match amount		N/A
Total project	TBD	TBD

ATTACHMENT C

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PROPOSITION 68 COMPETITIVE GRANT OPPORTUNITIES

	Rural Recreation and Tourism (RRT) - Grant	Regional Park Program (RPP) - Grant
Focus		Create a new regional attraction- attracts visitors
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Match amount		N/A
Total project	TBD	TBD

	Potential Park Projects- R	ural Recreation and Tourism (RR1) Grant
Park	Lake San Antonio North Shore	Lake San Antonio South Shore	San Lorenzo Park
Park Information	Established in 1967 and owned by MCWRA. Monterey County has managed the recreation portion of the property since 1969	Established in 1967 and owned by MCWRA. Monterey County has managed the recreation portion of the property since 1969	Established in 1976 by Monterey County Parks
Project benefits	Low lake levels have reduced interest in camping and other recreation opportunities on the North Shore. Building an amphitheater would help repurpose this area for visitor use and stabilize park visitation during periods of low lake levels and provide a space for community events.		Expand recreation offerings at the park
Project(s)	Amphitheater-Concert venue and community use Concession Stand Renovate restroom Parking lot Landscape improved areas with drought	Marina with fuel tanks, fishing dock and boat slips-with ADA gangway Improve walkways Stormwater prevention Landscape improved areas with drought tolerant native plants	If SPP funding is not awarded, reduce Sar Lorenzo Park Project scope to include splash pad, resroom building, showers and peripheral park enhancements and submit an application for the RRT grant program
Funding Request	tolerant native plants \$ 3,000,000	\$ 3,000,000	3,000,00

Lake San Antonio Prop 68

Nathan Merkle

Administrative Operations Manager

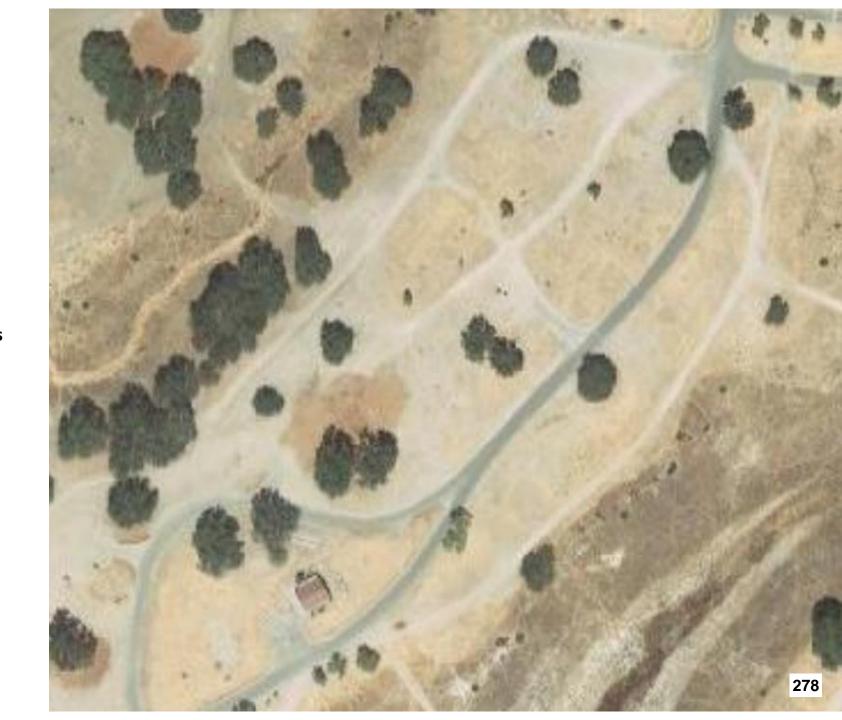
LSA North Shore Amphitheater

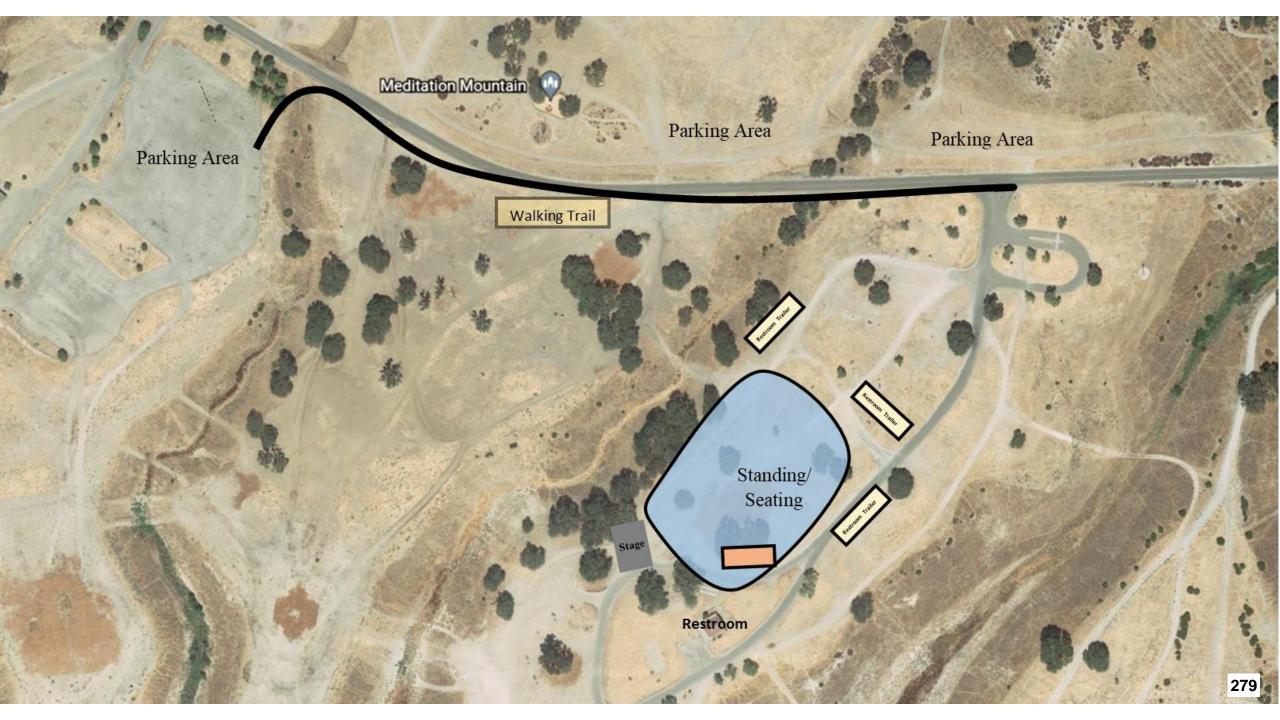
- Located at McCandless group area
- Location is conducive for the following reasons:
 - Existing infrastructure and restroom
 - Large area perfectly sloped for amphitheater location
 - Remains below water level after proposed spillway rise is completed (refer to map)



LSA North Shore Amphitheater

- Located at McCandless group area
- Benefits:
 - Decrease dependency on water levels
 - Partner with promoter to bring in large name concerts and events
 - Include a "Summer Concert Series"
 - Ability to rent location when not in use by promoter
 - Include events like weekly movie nights for local communities to encourage purchase of Annual Day Use Pass
 - Ability to market more for large events outside of promoter use (consistently have to turn event applicants away currently as we do not have the resources nor amenities to accommodate)





LSA North Shore Amphitheater

- Includes:
 - Large Standing/Seating area for over 1000 people
 - Approximately 20' x 60' stage area
 - Concessions Stand
 - Renovated Restroom
 - 3 large portable restroom trailers
 - Walking trail from existing parking areas
 - ADA parking options















Restroom Renovation





Concessions Stand

- Include refrigeration units for drink and minor food sales
- Run by promoter or private industry partnership for large events
- Staff with a Park Aide position during smaller community events (movie nights)
- Opens a new revenue stream and improves the guest experience

LSA Amphitheater Scope and Cost

Lake San Antonio North Amphitheater Project									
Transform McCandless group area into a 2,000 +/- capacity standing Amphitheater									
Project Components Costs			Comments:						
Design and architectural services	\$ 200,000.00		Including CEQA (\$30K)/architectural services and design/permitting						
Amphitheater Construction Costs			Amphitheater stage build						
			ADA Renovation, interior remodel to improve aesthetics, convert showers to toilet stalls, add roof over						
Restroom Renovation	\$	150,000.00	existing shower section						
Infrastructure Upgrades		100,000.00	Possible replacement of sewer lines and pumps						
Native Landscaping and Stormwater Prevention		50,000.00	Proximity to reservoir will require stormwater prevention techniques						
Utility upgrades (water/electrical lines)		100,000.00	Electrical upgrades for large load amplifier and speakers will most likely be required						
Concession Stand		100,000.00	Build new concession stand including refrigeration units and Air conditioning units						
ADA Parking		50,000.00	ADA parking lot in the event area						
ADA accessible portable restroom buildings		195,000.00	\$65,000 per restroom trailer, purchase 3 total						
Project Total:	\$	2,400,000.00							

Contingency 15% \$ 360,000.00 Staff Time 10% \$ 240,000.00 \$ 3,000,000.00

Estimated Annual Operation and Maintenance Costs of Amphitheater Project									
Additional Staffing	Salary	Quantity	Total Cost	Comments	Funding:				
Seasonal Park Aide 3	30,000	2	\$ 60,000	Litter Abatement/Restroom Pumping/Event Staff	Funded by additional camping revenue received as a result of the proposed project				
Seasonal Park Aide 2	27,000	2	\$ 54,000	Concession stand cashier (for non promoter events)	Funded by concession stand revenue				

LSA South Shore Marina

LSA South Shore Marina

- Replace existing "condemned" marina with new marina and fuel system
- LSA has been deeply impacted by the loss of an on water fueling source and diminished lake levels
 - Main draw at North Shore is shoreline camping typically with a boat
 - The closest fueling station is located over 30 minutes away by road
- 50 slip marina would enable campers to moor their boats overnight, currently they must trailer their boats each day they camp
- Marina would include a small retail store for non-alcoholic drinks, fishing tackle, watersports equipment, and boat supplies







Lake Nacimiento Design

- Design will be similar to Lake Nacimiento Marina, built in 2010
- Smaller footprint and less slips will reduce overall cost
- Deck material will be chosen based on lifetime, cost, and maintenance expenses



LSA South Shore Marina

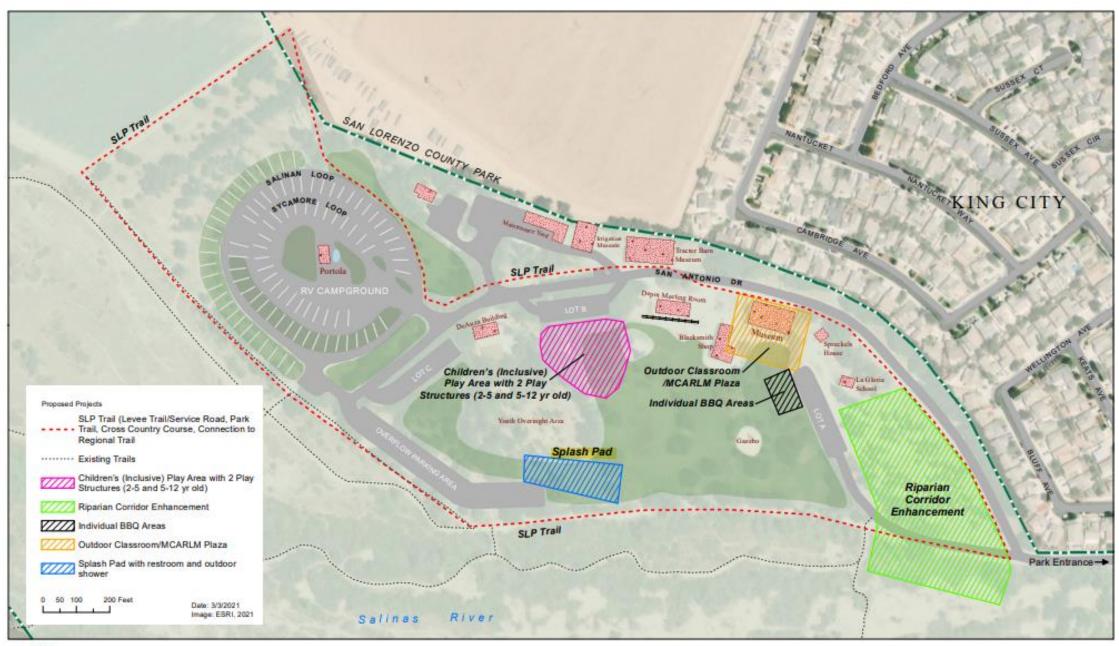
Lake San Antonio South, Marina Project:							
Demo existing marina and install new marina built by marina construction company. Potential location: Harris Creek instead of Lynch area.							
Project Components	Costs	Comments:					
Demo existing marina and install new marina built by marina construction company. Most likely install location will be at Harris Creek instead of Lynch area.							
Demo existing marina \$ 100,000 Existing marina needs to be completely demoed and hauled away.							
Lake San Antonio Marina construction (50 slips)	\$ 1,500,000	RFP will need to be issued to select marina construction company.					
Fuel tank and line addition	\$ 250,000	Potential to use existing marina tank, will need to be moved to new marina location.					
Walkway Construction	\$ 100,000	Landscaped walkway to marina gangway.					
Native Landscaping and Stormwater Prevention	\$ 50,000	Stormwater prevention techniques required for new marina construction.					
		New water and electrical lines, potential for new electrical service necessary. Electrical lines must be movable					
Utility upgrades (water/electrical lines)	\$ 150,000	(aboveground flex line)					
		Flooring, retail counter installation, HVAC (air conditioning units), insulation, displays Include refrigeration for					
Marina interior store renovations	\$ 150,000	retail drinks/snacks					
Permitting, CEQA, additional design details	\$ 100,000	CEQA estimate: \$30K, permitting: \$15K, additional design of site area \$55K					
		Possible cost overruns: Walkway construction - if ADA access required on steep slopes, Fuel tank and line addition (depending on regulatory compliance), Utility Upgrades especially if restrooms included in construction.					
Project Total:	\$ 2,400,000						
Contingency 15%	\$ 360,000	·					
Staff Time 10%	\$ 240,000						
	\$ 3,000,000						

LSA South Shore Marina

	L	ake San Ant	onio South, Marina Project:		
	Estima	ted Annual Ope	eration and Maintenance Costs of Project		
Cement Sealant	\$	500			
Anchoring/cabling	\$	2,000	Typically replace wire rope every 5 years.		
Work Boat/Barge Maintenance	\$	5,000	Preventative Maintenance/engine repairs		
Labor	\$	40,000	\$10,000 per month during summer in 2012 (Basecamp salaries, will not require same amount of staffing)		
Marina Movement	\$	-	Opportunity cost of existing B&G workers. No additional staffing required.		
			Disconnect fuel prior to winter storms, reconnect fuel line in March every year. Must be completed by certified		
Fuel Disconnect/reconnect	\$	7,500	operator.		
Total Maintenance Expense (including labor)	\$	55,000			
			Annual Revenues		
Annual fuel sales	\$	253,000	\$252K in 2013 (low water capacity) \$311,000 in 2012 with average water levels		
Slip Rentals	\$	54,000	Based on 30% capacity 60 days per year. \$49K in 2012 - increase in slip prices		
Retail Revenues			Ice, snacks, marine equipment sales		
Tackle	\$	20,000	2012 Revenues = \$21695		
Ice Sales	\$	43,000	30% of total in 2012 (\$143,750)		
Taxable Merchandise	\$	28,000	20% of total in 2012 (\$139,850)		
Ice Cream	\$	3,000	10% of total in 2012 (\$29,460)		
Total Revenue:	\$	401,000			
	•				
Potential Future Revenue Generators					
Equipment Rentals	\$	45,000	Kayaks/Paddleboards/Towable Tubes/Watersports equipment (would require additional staffing of park aide pos		
Boat Rentals	\$	144,000	Pontoon rentals (would require substantial Capital investment)		
			assume 5 vessels renting \$600/day for 48 rental days.		

Summary

- Staff prioritizes the Amphitheater project
 - The long-term viability of the Lake San Antonio operation will be contingent upon reducing dependency on water levels
 - Amphitheater would draw in large camping crowds to significantly increase annual revenues
 - According to consultant, Amphitheater project would be more competitive relative to marina project
- Either project would greatly impact revenue generation at both shores





PROPOSITION 68 COMPETITIVE GRANT OPPORTUNITIES

	Rural Recreation and Tourism (RRT) - Grant	Regional Park Program (RPP) - Grant
Focus		Create a new regional attraction- attracts visitors
	Creates rural recreation feature- focus disadvantaged	from a 20 mile radius and includes multi use
	areas for new recreation feature(s).	trails.
Funding available	\$200,000 min- \$3M max	\$200,000 min- \$3M max
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Performance period	Projects to be completed by March 31, 2025	Projects to be completed by March 31,2025
Required match	20% unless median income is below \$56,982	No match requirement
Match amount		N/A
Total project	TBD	TBD

	Po	otential Park Projects- Regional Park	Program (RPP) Grant		
Park	Lake San Antonio North Shore	Lake San Antonio South Shore	Toro Park	Fort Ord Open Space/ Travel Camp	ı
Park Information	Established in 1967 and owned by MCWRA. Monterey County has managed the recreation portion of the property since 1969	Established in 1967 and owned by MCWRA. Monterey County has managed the recreation portion of the property since 1969	Opened to the public in 1971- serving the city of Salinas and a favorite attraction for Monterey County	Property transferred to County from FORA during early 2000's completed in 2020. Approx 2,300 acres of open space and trails, includes Travel Camp. Land use documents protect sensitive/endangered species and habitat; limits development.	
Project benefits	Improve access between campsites and add new recreation feature. Revitalize North Shore and attract visitors. The project will create recreation opportunities that are not water dependent to endure periods of low lake levels. Park visitation is down tremendously which has impacted surrounding businesses that rely on tourism. These improvements would help the community and local businesses by increasing visitation and providing fun recreation opportunities.	Diminishing support amenities have decreased visitation. Local community continues to support and visit however visitation is down 75% and which impacts surrounding businesses that rely on tourism. Providing these recreation features would revitalize visitation and provide new recreation opportunities for visitors and community to enjoy.	their natural surroundings and increase	Newest open space that the County owns, public has used trails since early 1990's. A youth overnight camping and recreation area has been in development since the base closed in 1994 and is consistent with the historic use of the Travel Camp site. The development of a youth overnight area would attract youth groups from around the state such as Boy Scouts and Campfire. Development of the Travel Camp site would also allow for better use of the area of biking and hiking events as well as serve as a trailhead area for the open space trails. The community has also expressed a desire for a bike skills course that could potentially curb the building of illegal bike stunt areas.	=
Project(s)	New disc golf	Renovate Oak Room Community Center	2 New mountain bike/scooter skills course one adult course and one for young kids-	New youth overnight camping area at Travel Camp	
	New parkwide walking trail	Renovate Admin Building/Visitor Center/Wedding?	New dog park- off leash - 2 areas 1 small dog area and 1 large dog area	New disc golf course at Travel Camp	
	New Stormwater prevention	New mountain bike course	New disc golf	New bike skills course at Travel Camp	
	New native landscaping	New disc golf	New native nursery- youth education use and staff to propagate native plants	New improvements at staging area at Travel Camp with parking, restrooms and trailheads	3

	Pote	ential Park Projects- Regional Park Progra	m (RPP) Grant	
Jacks Peak Park	Royal Oaks Park	Manzanita Park (Public Areas)	Laguna Seca	855 E. Laurel Drive, Salians
525 acres of ridgetop donated by the Bates Family/Nature Conservancy in 1971 to County to form a regional park-park opened in 1977. County acquired additional acreage and now park is 890 acres. 1 of 3 natural Monterey Pine stands in US. Passive use nature preserve.	in the Monterey County portfolio. 122 acre park	Approximately 460 acres of which 60 acres are developed as the sports complex managed by North County Youth Recreation Association and only available to the public through sponsored events.	Laguna Seca is a 588 acre park, complete with three campgrounds, hiking and biking trails, and a world renown racetrack, WeatherTech Raceway Laguna Seca. The park is currently managed by A&D Narigi Consulting, LLC. With the exception of major event weekends, the park is open to the public daily.	Recreational opportunity on approximately 1.7 acres of the undeveloped portion of the 855 E. Laurel Drive parcel in East Salinas. Part of a larger campus between Laurel Drive and Constitution Blvd., owned by multiple County parcels, this area is surrounded by the Salinas Soccer Complex, First Tee, Veterans Memorial Park, Vietenam Memorial Park and First Tee golf course.
Only nature preserve that County owns/manages. Project will expand visitation to include access for all trail, interpretive sign environmental education, stewardship of forest and renovate aging infrastructure. Jacks Peak is a wildlife corridor to Carmel Valley and primary area for ridgeline fuel management between Carmel Valley and the peninsula to protect surrounding subdivisions and communities	scouting and other groups. Expanding BBQ and adding gazebo will help meet the growth of the surrounding communities and provide more group use areas. Additional recreation features will expand park offering to	Public access is limited to open space and trail network. Manzanita Park is partially in the Coastal Zone which limits development and improvements unless approved by the California Coastal Commission. Much of the park is covered by sensitive maritime chapparal which cannot be disturbed. The addition of picnic sites, park benches, all access trail and additional interpretive signage would allow the public to not only use the park for hiking but also for relaxation and education. Including a parcourse exercise course would also increase the public's desire for increased exercise opportunities.		With the growing popularity of BMX pump tracks and skate parks, this is a unique opportunity to create an urban recreational feature in the County's largest City. Specifically chosen on the campus of underserved community of East Salinas, it is expected the proximity to the Regional Soccer Complex will not only be a popular recreational amenity to the local community but all residents of Monterey County and beyond. The location is highly visible to major roads and right next to the continual paved trail system that connects the communities of Creekbridge and Acosta Plaza.
New all access trail with interpretive signs.	New Gazebo for group gatherings (by Acorn building)	New all access trail with interpretive signage	Campground renovation including restroom and shower facilities	Community meeting participants expressed an overwhelming support for these amenities in this location.
New equestrian staging area/ watering area	New kitchen/food prep area at YONA- new building w/ septic/gray water system	Four (4) new picnic areas	Upgrades to Wi-Fi, landscaping and fencing	New BMX Pump Trac and Skate Park Estimated project costs - \$3M.
New ADA picnic site (west end) by all access trail	New dog park	Fifteen (15) new park benches	Access road repairs	
New picnic area, shade structure, kitchen/food prep area & vault toilets at Monterey Pines group site	Convert tennis court to pickleball court and resurface tennis court	Parcourse exercise course		



New Project Components

Advanced bicycle skills course Novice bicycle skills course Large breed leash-free dog park Small breed leash-free dog park Disc golf course Native plant nursery All access trail Interpretive signage for all access trail Exercise course (parcourse) Bocce ball courts (2) Speed tables on main park road (6) Native landscaping throughout park Wild pig exclusion fencing

Infrastructure Improvement Components

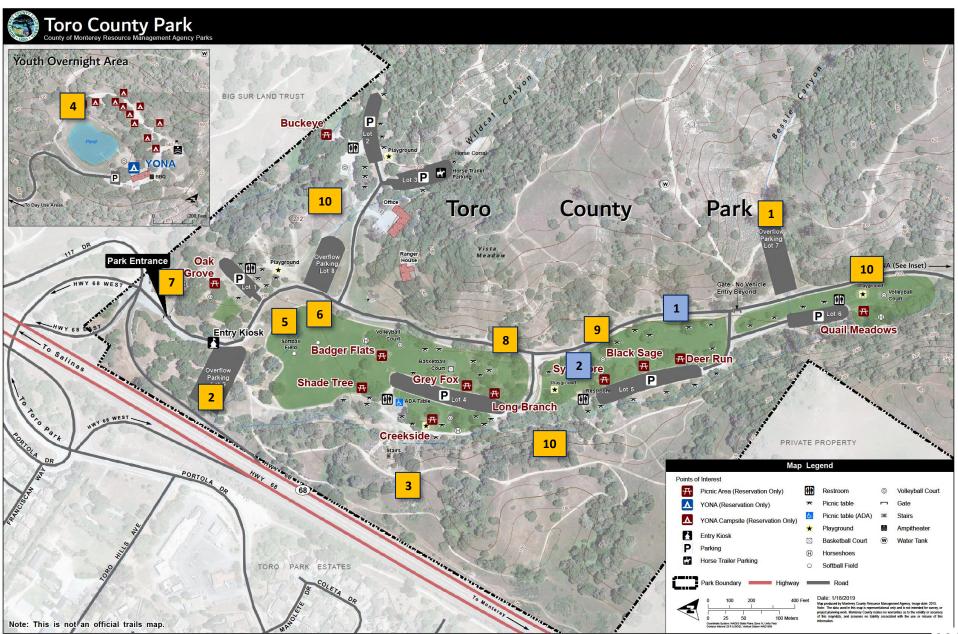
Park road fencing
Convert volleyball court to pickleball

New Projects

- 1. Bicycle skills courses
- 2. Dog parks
- 3. Disc golf course
- 4. Native plant nursery
- 5. All access trail/Signage
- 6. Exercise course (parcourse)
- 7. Bocce ball courts
- 8. Speed tables
- 9. Native landscaping
- 10. Wild pig exclusion fencing

Infrastructure Improvements

- 1. Park fence repairs
- 2. Convert volleyball to pickleball



Bicycle skills courses for beginner to advanced riders









Dog parks separated for small and large breeds



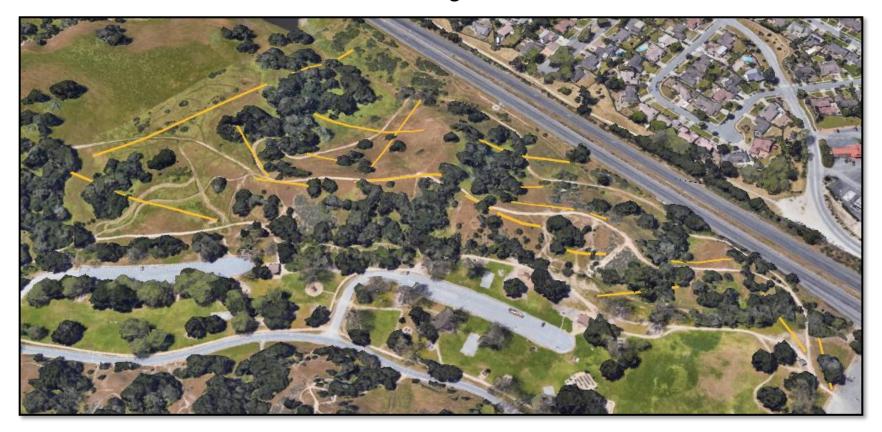








18-hole disc golf course











Native plant nursery

All access trail & exercise course with interpretive signage

Bocce ball courts













Speed tables

Native landscaping

Wild pig exclusion fencing











Park fencing





Volleyball to pickleball





		Toro I	Park Prop 68 RPP Project			
	New recr	eation featu	res and existing infrastructure improvements			
New Project Components	Costs		Comments:			
Advanced bicycle skills course	\$	150,000	Dirt course w/ jumps and constructed stunt/skill features; Community/volunteer/staff build			
Novice bicycle skills course	\$	80,000	Dirt course w/ rolling hills, banks and dips; Community/volunteer/staff build			
Large breed leash-free dog park	\$	75,000	500sq/ft, fenced w/ pea gravel surface, shade structure, agility obstacles and water fountain			
Small breed leash-free dog park	\$	50,000	300sq/ft, fenced w/ pea gravel surface, shade structure, agility obstacles and water fountain			
			18-hole course w/ decomposed granite and rubber mat tee box, metal baskets and hole markers;			
Disc golf course	\$	50,000	Community/volunteer/staff build			
Native plant nursery	\$	125,000	Small greenhouse, outdoor growing area, planting shed, tools and storage			
All access trail	\$	200,000	1-mile loop around picnic areas, decomposed granite, benches			
Interpretive signage for all access trail	\$	75,000	Nature, cultural and historical interpretive signage on standards			
Exercise course (parcourse)	\$	300,000	Parcourse exercise equipment along all access trail			
Bocce ball courts (2)	\$	250,000	Regulation size 13'x91', oyster shell surface, wood edging, benches, shade structure over courts			
Speed tables on main park road (6)	\$	60,000	8'x25' w/ thermo-applied striping for crosswalk			
Native landscaping throughout park	\$	200,000	Beautification of picnic areas, entry and facilities including irrigation			
Wild pig exclusion fencing		\$180,000	Apprx 2 miles of 3' high fencing to keep pigs from destroying picnic grounds and sports fields			
Infrastructure Improvement Project Components	Costs		Comments:			
Park road fencing	\$	100,000	Replace and repair fence boards and posts along park road fencing incl. paint and hardware			
Convert volleyball court to pickleball	\$	60,000	Convert AC volleyball court to AC pickleball court including demo and re-construct			
Construction soft costs	Costs		Comments:			
Design services	\$	75,000	Engineering, architectural and construction			
CEQA/Environmental consulting	\$	200,000	Environmental consultation and report preparation			
Permitting	\$	50,000	Includes County and outside agencies			
Project Total:	\$	2,280,000				
Contingency 15%	\$	342,000				
Staff Time 10%	\$	228,000				
TOTAL APPLICATION AMOUNT	\$	2,850,000				

Ectim	ated Annual Operat	ion and M	aintonanco (Costs of Toro Park Projects	
LStilli	ateu Aililuai Operat	ion and ivi		USIS OF TOTO PAIR PROJECTS	
Operation	Salary/hr	Hours	Total Cost	Comments	Funding:
Buildings & Grounds Worker II	\$ 77	300	\$ 23,10	O Amenity maintenance/repairs	Annual Parks budget
Parks Services Aide II	\$ 45	500	\$ 22,50	O Amenity maintenance, janitorial	Annual Parks budget
*Staff augmentation will be needed to provide ann	ual O/M for Prop 68 pr	ojects; (1) P	SA II and (1) B	&G Worker II. Current Toro Park staffir	ng levels will not allow support of
these projects, annual O/M and property maintena	nce.				
Maintenance	Cost		Total Cost	Comments	Funding:
Repair materials, ie. decompossed granite, paint,	\$ 50,000)	\$ 50,00	Material costs may vary year to year	Annual Parks budget
plant replacement, lumber, irrigation supplies,				dependent upon wear and tear,	
concrete, etc				market changes, etc	
	Α	nnual O/M	\$ 95,60	0	
	Materials conti	ngency 15%	\$ 14,34	0_	
	TOTAL AN	NUAL O/M	\$ 109,94	0	

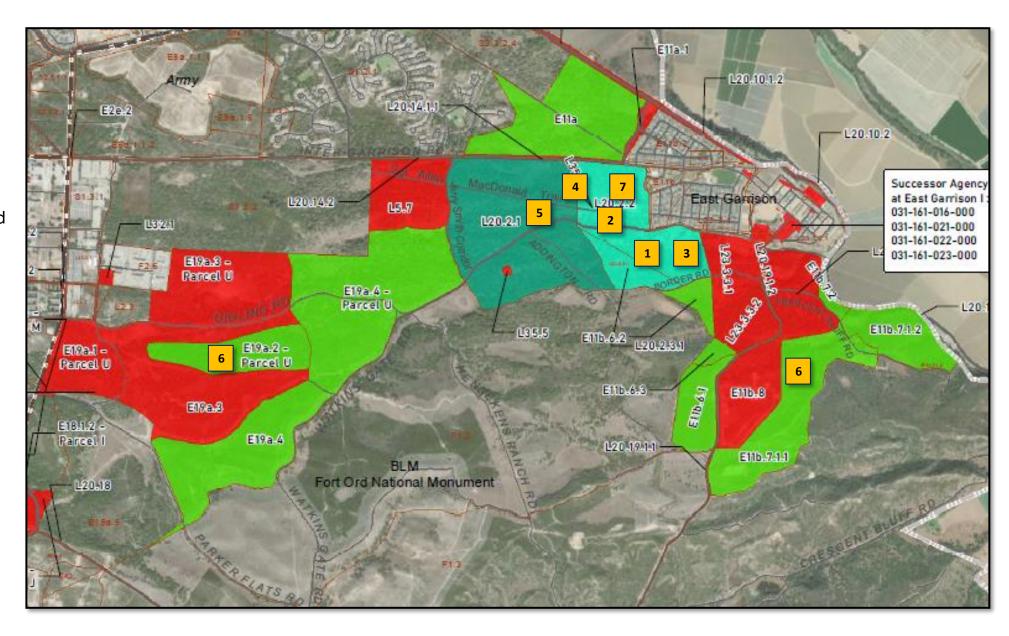


New Project Components

Youth overnight campground
Restrooms and parking lot at Travel Camp
Advanced bicycle skills course
Novice bicycle skills course
Disc golf course
All access trail
Interpretive signage for all access trail
Wayfinding mapping
Exercise course (parcourse)

New Projects

- 1. Youth overnight campground
- 2. Restrooms/parking lot @ TC
- 3. Bicycle skills courses
- 4. Disc golf course
- 5. All access trail/Signage
- 6. Wayfinding mapping
- 7. Exercise course (parcourse)



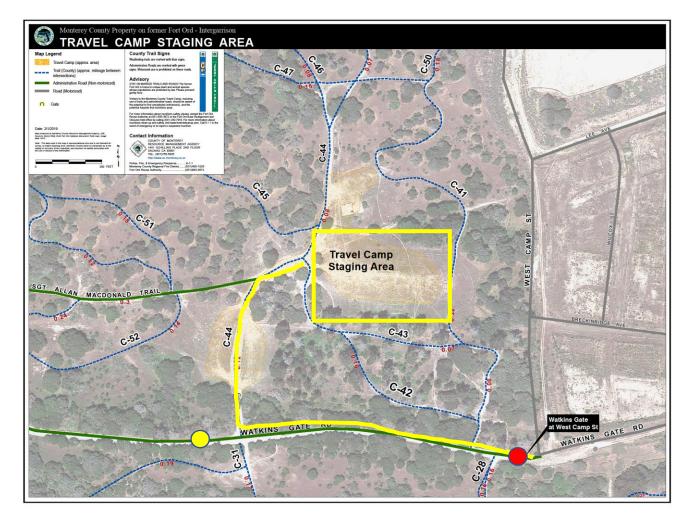
Youth overnight camping area







Restrooms & parking lot at Travel Camp





Bicycle skills courses for beginner to advanced riders



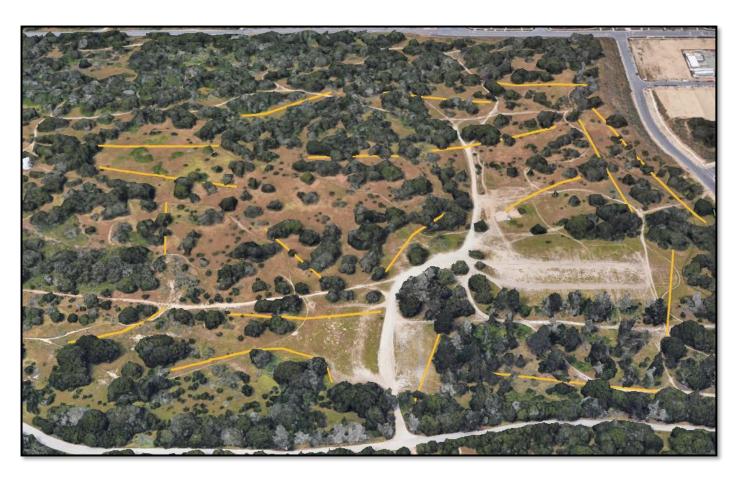




18-hole disc golf course







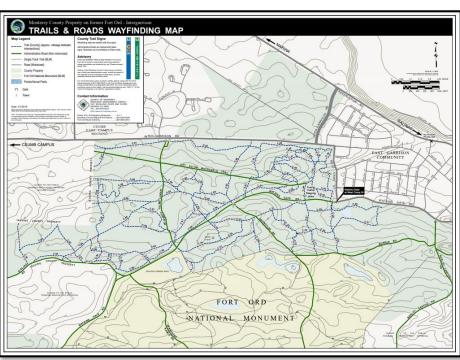
All access trail with interpretive signage and exercise equipment



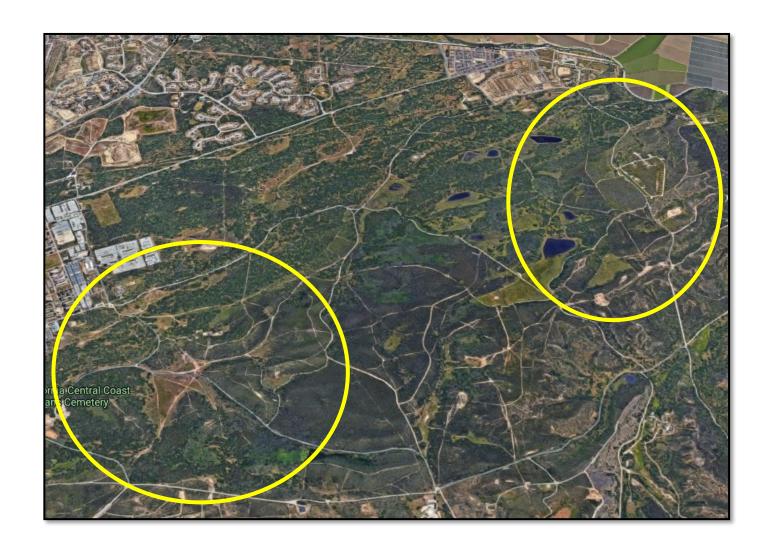








Wayfinding mapping



	t Ord C	pen Space	e & Travel Camp Pr	op 68 RPP Proje	ct		
		1	New recreation features	•			
New Project Components	Costs		Comments:				
			Graded campsites w/ p	icnic tables, outdooi	food prep area, v	ault restrooms (if water/sewer	
			connection available th	en kitchen and bath	room can be expa	nded to include running water for	
Youth overnight campground	\$	800,000	food prep and showers), outdoor education	n area, shade struc	tures, landscaping	
Restroom facilities and parking lot at Travel Camp	\$	225,000	vault restrooms (no wa	ter) and 2.4 acre AC	or chip sealed parl	king lot	
Advanced bicycle skills course	\$	150,000	Dirt course w/ jumps ar	nd constructed stunt	/skill features; Co	mmunity/volunteer/staff build	
Novice bicycle skills course	\$	80,000	Dirt course w/ rolling hi	ills, banks and dips;	Community/volun	teer/staff build	
			18-hole course w/ decomposed granite or concrete and rubber mat tee box, metal baskets				
Disc golf course	\$	50,000	hole markers; Commun	hole markers; Community/volunteer/staff build			
All access trail	\$	150,000	1-mile loop through Tra	avel Camp, decompo	sed granite, bench	nes	
			Nature, cultural and historical interpretive signage on standards along Travel Camp and Jerry				
Interpretive signage	\$	150,000	Smith Corridor Trail area				
Wayfinding mapping	\$	150,000	Continue wayfinding pr	roject into County pa	arcels not currently	y on map	
Exercise course (parcourse)	\$	150,000	Parcourse exercise equ	ipment through Trav	vel Camp parcels		
Construction soft costs	Costs		Comments:				
Design services	\$	100,000	Engineering, architectu	ral and construction			
CEQA/Environmental consulting	\$	300,000	Environmental consulta	ation and report pre	paration		
Permitting	\$	50,000	Includes County and outside agencies				
Project Total:	\$	2,355,000					
Contingency 15%	\$	353,250					
Staff Time 10%	\$	235,500					
TOTAL APPLICATION AMOUNT	\$	2,943,750					

Estimated Annua	l Operation and Mair	tenance (Costs of Ft Ord	Open Space & Travel Camp Project	cts
Operation	Salary/hr	Hours	Total Cost	Comments	Funding:
Buildings & Grounds Worker II	\$ 77	2080	\$ 160,160	Amenity maintenance/repairs	Annual Parks budget
Parks Services Aide II	\$ 45	2080	\$ 93,600	Amenity maintenance, janitorial	Annual Parks budget
Maintenance	Cost		Total Cost	Comments	Funding:
Repair materials, ie. decompossed granite, paint, septic pumping, lumber, plumbing, concrete, etc	\$ 25,000	3		Material costs may vary year to year dependent upon wear and tear, market changes, etc	Annual Parks budget
	Ar	nual O/M	\$ 278,760		
	Materials contir	gency 15%	\$ 41,814		
	TOTAL ANN	IUAL O/M	\$ 320,574		

855 E. Laurel Drive -

Recreational Development Opportunities

Presentation by:

Lindsay Lerable

County of Monterey Chief of Facilities





Potential Project Ideas....BMX Pump Track

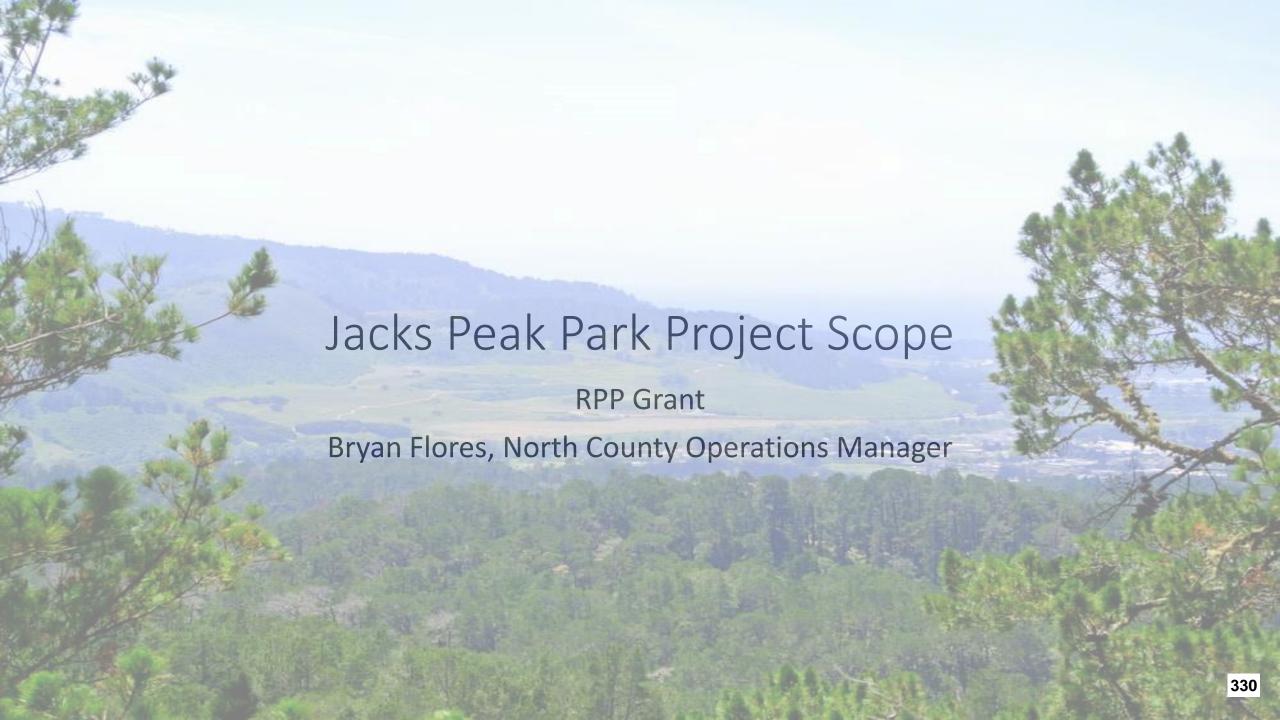












New Project Components

All access trail
Interpretive signage for all access trail
Wayfinding mapping
ADA picnic sites (2)
Equestrian day use area
Forest management plan

Infrastructure Improvement Components

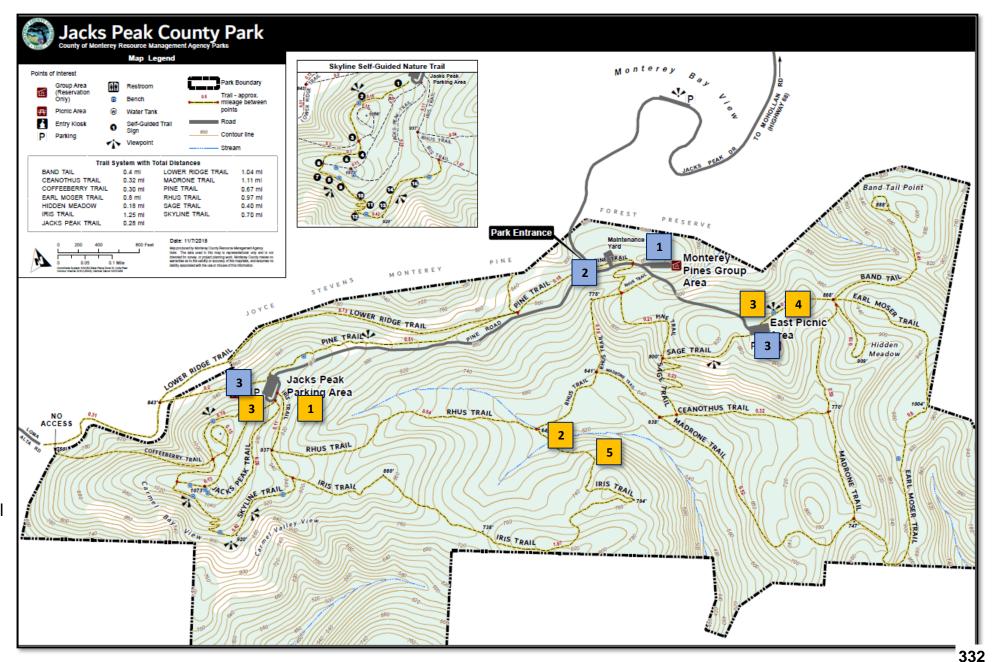
Group site upgrade
Park entry remodel/upgrade
Bathroom interior remodel/upgrade

New Projects

- 1. All access trail/Signage
- 2. Wayfinding mapping
- 3. ADA picnic sites
- 4. Equestrian day use area
- 5. Forest management plan

Infrastructure Improvements

- 1. Group site upgrade
- Park entry remodel
- 3. Bathroom interior remodel

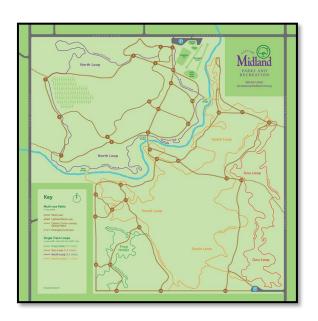


All access trail with interpretive signage

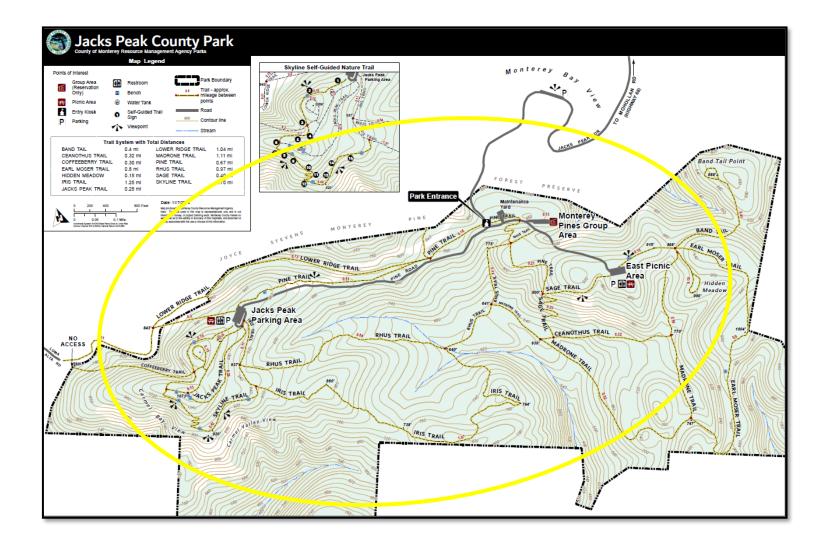




Wayfinding mapping







ADA picnic sites







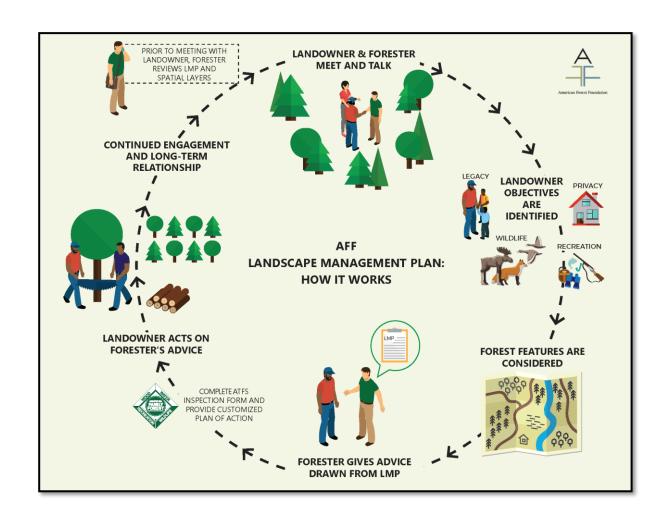


Equestrian day use area





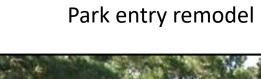
Forest management plan





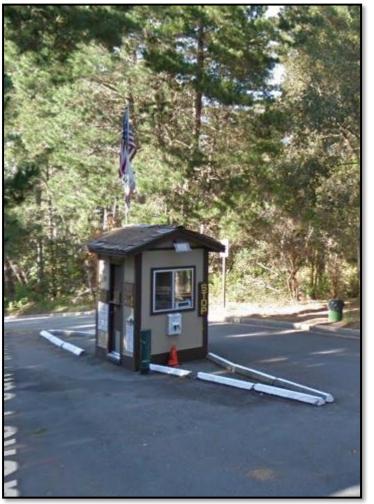


Group site upgrade











Jacks Peak Park Prop 68 RPP Project					
New recreation features and existing infrastructure improvements					
New Project Components	Costs	Comments:			
All access trail	\$ 150,000	1/2-mile loop through we	1/2-mile loop through west end meadow, decomposed granite, benches		
		Nature, cultural and histo	rical interpretive signage on standard	s throughout trail network and in	
Interpretive signage	\$ 150,000	parking lots/picnic areas			
Wayfinding mapping	\$ 150,000	Wayfinding app and GPS	mapping		
(2) ADA picnic sites	\$ 80,000	Development of (2) solid	surface ADA picnic areas w/ tables and	d pathways	
Equestrian day use area	\$ 250,000	Equestrian day use area o	on east end w/ covered hitching post, v	water and trailer parking	
Forest management plan	\$ 150,000	Forest management plan	to include fuel reduction, trail use and	d native plants	
Infrastructure Improvement Project Components	Costs	Comments:			
Group site upgrade	\$ 80,000	Upgrade Monterey Pines	w/ vault bathroom, expanded food pr	ep area w/ sink and shade	
Park entry remodel/upgrade	\$ 30,000	Repair and upgrade tollbooth and entrance gate			
Bathroom interior remodel/upgrade	\$ 60,000	Replace and repair fence	boards and posts along park road fenc	ing incl. paint and hardware	
Construction soft costs	Costs	Comments:			
Design services	\$ 50,000	Engineering, architectura	l and construction		
CEQA/Environmental consulting	\$ 150,000	Environmental consultati	Environmental consultation and report preparation		
Permitting	\$ 50,000	Includes County and outside agencies			
Project Total:	\$ 1,350,000				
Contingency 15%	\$ 202,500)			
Staff Time 10%	\$ 135,000)			
TOTAL APPLICATION AMOUNT	\$ 1,687,500				

Estimated Annual Operation and Maintenance Costs of Jacks Peak Park Projects						
Operation	Salary/hr	Hours	Total Cost	Comments	Funding:	
Parks Services Aide II	\$ 45	1040		Amenity maintenance, janitorial	Annual Parks budget	
_	*Staff augmentation will be needed to provide annual O/M for Prop 68 projects; fulltime (1) PSA II. Current staffing levels will not allow support of these projects, annual					
O/M and property maintenance.						
Maintenance	Cost		Total Cost	Comments	Funding:	
Repair materials, ie. decompossed granite, paint, septic pumping, lumber, plumbing, concrete, etc	\$ 15,000		\$ 15,000	Material costs may vary year to year dependent upon wear and tear, market changes, etc	Annual Parks budget	
	Ar	nual O/M	\$ 61,800			
	Materials contingency 15%		\$ 9,270			
	TOTAL ANN	IUAL O/M	\$ 71,070			



New Project Components

Large breed leash-free dog park
Small breed leash-free dog park
Gazebo & new group site
New open space trail
Interpretive signage for trail network
Exercise course (parcourse)

Infrastructure Improvement Components

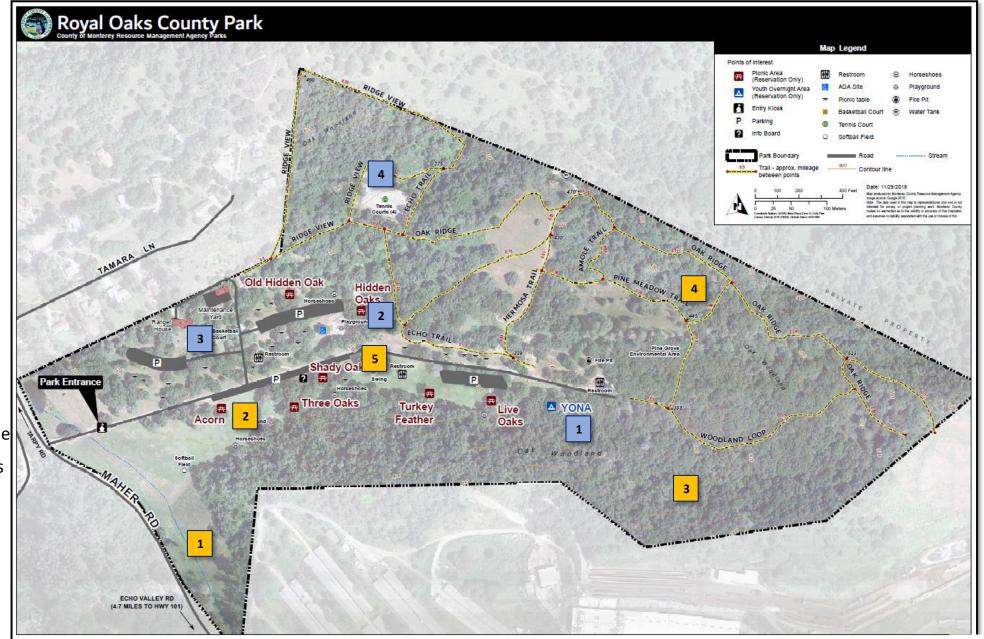
Youth overnight area upgrade
Playground repairs and upgrades
Basketball court renovation
Convert one tennis court to pickleball

New Projects

- 1. Dog parks
- 2. Gazebo & new group site
- 3. New open space trail
- 4. Interpretive signage
- 5. Exercise course (parcourse)

Infrastructure Improvements

- Youth overnight area upgrade
- Playground repairs/upgrades
- 3. Basketball court renovation
- 4. Tennis court to pickleball



Dog parks

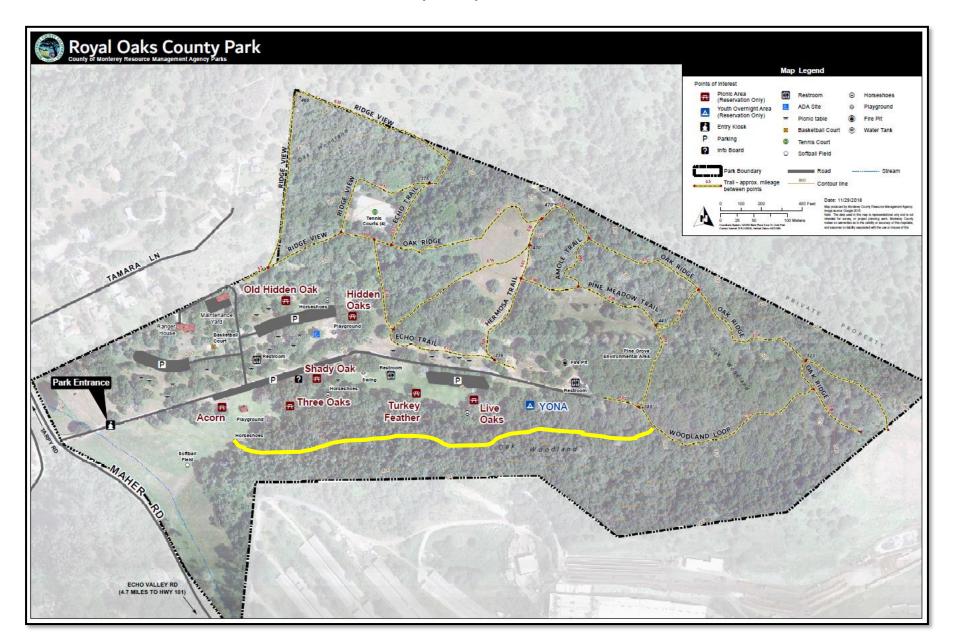


Gazebo & new group site

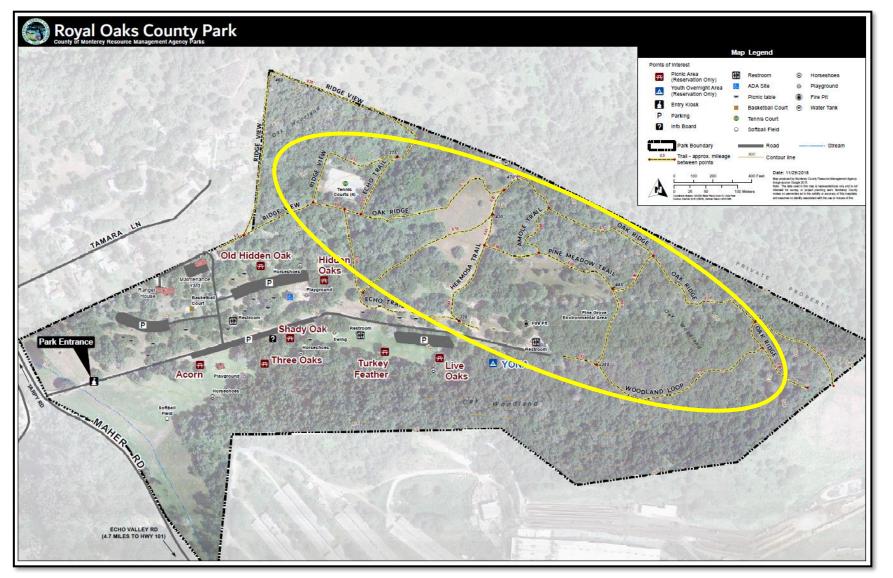




New open space trail



Interpretive signage for trail network







Exercise course (parcourse)





YONA upgrade

Playground upgrades

Basketball court renovation

Tennis to pickleball

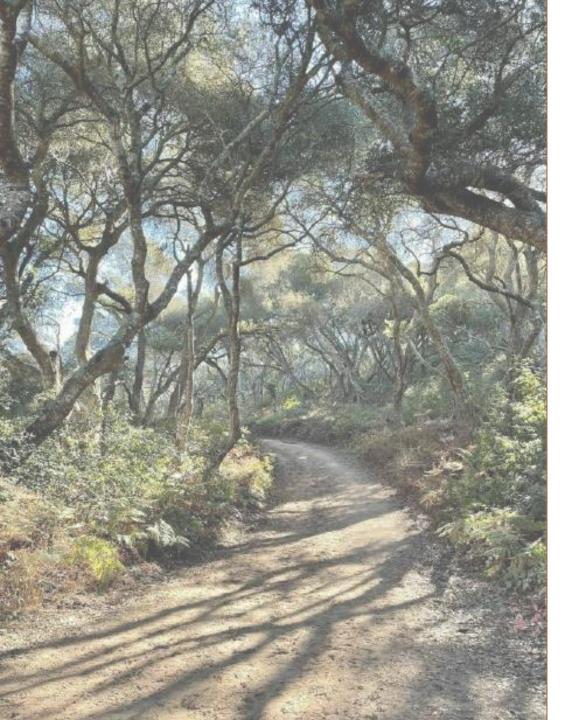






	Royal	Oaks Park Prop 68 RPP Project			
New recreation features and existing infrastructure improvements					
New Project Components	Costs	Comments:			
Large breed leash-free dog park	\$ 100,0	00 1500sq/ft, fenced w/ pea gravel surface, shade structure, agility obstacles and water fountain			
Small breed leash-free dog park	\$ 75,0	00 500sq/ft, fenced w/ pea gravel surface, shade structure, agility obstacles and water fountain			
Gazebo and new group event site	\$ 250,0	00 18-hole course w/ decomposed granite and rubber mat tee box, metal baskets and hole markers;			
New open space trail	\$ 100,0	00 Development of a new open space trail			
Interpretive signage for trail network	\$ 75,0	00 Nature, cultural and historical interpretive signage on standards			
Exercise course (parcourse)	\$ 150,0	OD Parcourse exercise equipment through improved picnic grounds			
Infrastructure Improvement Project Components	Costs	Comments:			
Youth overnight area upgrades	\$ 250,0	OO Site expansion and addition of kitchen including wastewater			
Playground repairs and upgrades	\$ 75,0	00			
Basketball court renovation	\$ 50,0	Repair surfacing, new hoop standards, lighting			
Convert tennis court to pickleball	\$ 60,0	OO Convert AC tennis court to AC pickleball court including demo and re-construct			
Construction soft costs	Costs	Comments:			
Design services	\$ 75,0	00 Engineering, architectural and construction			
CEQA/Environmental consulting	\$ 125,0	00 Environmental consultation and report preparation			
Permitting	\$ 50,0	Includes County and outside agencies			
Project Total:	\$ 1,435,0	00			
Contingency 15%	\$ 215,2	50			
Staff Time 10%	\$ 143,	00			
TOTAL APPLICATION AMOUNT	\$ 1,793,				

Estimated Annual Operation and Maintenance Costs of Royal Oaks Park Projects						
Operation	Salary/hr	Hours	Total Cost	Comments	Funding:	
Parks Services Aide II	\$ 45	500	\$ 22,500	Amenity maintenance, janitorial	Annual Parks budget	
*Staff augmentation will be needed to provide annu	ual O/M for Prop 68 pro	jects; (1) P	SA II. Current s	taffing levels will not allow support of	these projects, annual O/M and	
property maintenance.	property maintenance.					
Maintenance	Cost		Total Cost	Comments	Funding:	
Repair materials, ie. decompossed granite, paint, plant replacement, lumber, irrigation supplies, concrete, etc	\$ 15,000		\$ 15,000	Material costs may vary year to year dependent upon wear and tear, market changes, etc	Annual Parks budget	
	An	nual O/M	\$ 37,500			
	Materials contingency 15%		\$ 5,625			
	TOTAL ANN	IUAL O/M	\$ 43,125			



Manzanita Park Project Scope

RPP Grant

Bryan Flores, North County Operations Manager

New Project Components

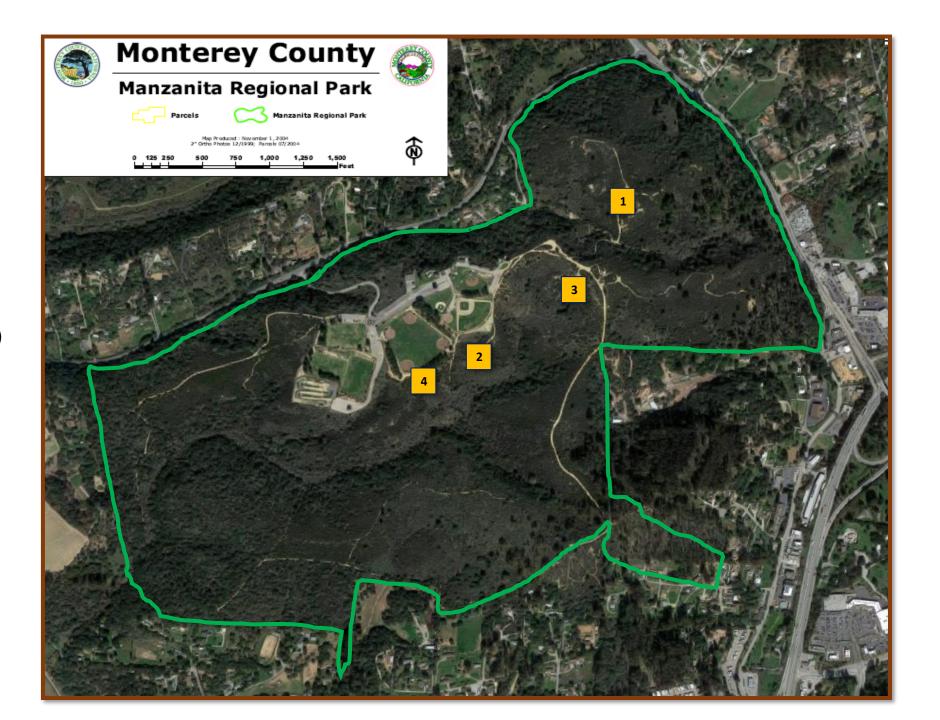
Large breed leash-free dog park
Small breed leash-free dog park
Gazebo & new group site
New open space trail
Interpretive signage for trail network
Exercise course (parcourse)

Infrastructure Improvement Components

Youth overnight area upgrade
Playground repairs and upgrades
Basketball court renovation
Convert one tennis court to pickleball

New Projects

- 1. Interpretive signage
- 2. Exercise course (parcourse)
- 3. Picnic sites and benches
- 4. All access trail



		Manzani	ta Park P	Prop 68 RPP	Project		
New recreation features and existing infrastructure improvements							
New Project Components	Costs		Comment	Comments:			
Interpretive signage for trail network	\$	100,000	Nature, cu	ıltural and histo	orical interpretive si	gnage on standard	ls
Exercise course (parcourse)	\$	150,000	Parcourse	exercise equip	ment around sports	complex	
Picnic sites along trail network	\$	100,000	Developm	nent of (4) picni	c sites along the trai	il network	
Benches along trail network	\$	15,000	Installatio	nstallation of (15) park benches throughout trail network			
All access trail	\$	150,000	1-mile loc	1-mile loop around sports complex, decomposed granite, benches		hes	
Construction soft costs	Costs		Comment	s:			
Design services	\$	50,000	Engineering, architectural and construction				
CEQA/Environmental consulting	\$	200,000	Environm	Environmental consultation and report preparation			
Permitting	\$	50,000	Includes C	ncludes County and outside agencies			
Project Total:	\$	815,000					
Contingency 15%	\$	122,250					
Staff Time 10%	\$	81,500					
TOTAL APPLICATION AMOUNT	\$	1,018,750					

Estimated Annual Operation and Maintenance Costs of Manzanita Park Projects					
Operation	Salary/hr	Hours	Total Cost	Comments	Funding:
Parks Services Aide II	\$ 45	250	\$ 11,250	Amenity maintenance, janitorial	Annual Parks budget
*Staff augmentation will be needed to provide annu	ual O/M for Prop 68 pro	jects; (1) P	SA II. Current s	taffing levels will not allow support of	these projects, annual O/M and
property maintenance.					
Maintenance	Cost		Total Cost	Comments	Funding:
Repair materials, ie. decompossed granite, paint,	\$ 10,000		\$ 10,000	Material costs may vary year to year	Annual Parks budget
plant replacement, lumber, irrigation supplies,				dependent upon wear and tear,	
concrete, etc				market changes, etc	
	An	nual O/M	\$ 21,250		
	Materials contingency 15%		\$ 3,188		
	TOTAL ANN	IUAL O/M	\$ 24,438		

Attachment D

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

Resolution No. 21-	
APPROVING APPLICATION(S) FOR CAL RECREATION RURAL RECREATION AN	IFORNIA DEPARTMENT OF PARKS AND D TOURISM PROGRAM GRANT FUNDS
Adopt a Resolution to: a. Approve the filing of project application(s) for State Department of Parks and Recreation Rural Recreation and Tourism Grant Program)))

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 Rural Recreation and Tourism Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, successful applicants will enter into a contract(s) with the State of California to complete project(s).

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Monterey hereby:

- 1. Approves the filing of applications for Lake San Antonio-North Shore Amphitheater Project, Lake San Antonio-South Shore Marina Project, and San Lorenzo County Park Project; and
- 2. 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(s); and
- 3. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project(s); and
- 4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
- 5. Delegates the authority to the Public Works, Facilities, & Parks Director of the County of Monterey 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

- 6. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines; and
- 7. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

this 14 th day of September 2021, by roll call vote:
ors of the County of Monterey, State of California, hereby certify that the of said Board of Supervisors duly made and entered in the minutes thereof 14, 2021.
Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California
By:
Deputy

Attachment E

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

Resolution No. 21	
APPROVING APPLICATION(S) FOR CAL RECREATION REGIONAL PARK PROGR	IFORNIA DEPARTMENT OF PARKS AND AM GRANT FUNDS
Adopt a Resolution to: a. Approve the filing of project application(s) for State Department of Parks and Recreation, Regional Park Grant Program)))

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 Regional Park Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, successful applicants will enter into a contract(s) with the State of California to complete project(s).

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Monterey hereby:

- 1. Approves the filing of applications for the Toro Park Recreation Feature Enhancement, Fort Ord/Travel Camp Project, and 855 East Laurel Drive Project; and
- 2. 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(s); and
- 3. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project(s); and
- 4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
- 5. Delegates the authority to the Public Works, Facilities, & Parks Director of the County of Monterey 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

- 6. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines; and
- 7. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

G).	
PASSED AND ADOPTED on	this 14 th day of September 2021, by roll call vote:
AYES:	
NOES:	
ABSENT:	
(Government Code 54953)	
	ors of the County of Monterey, State of California, hereby certify that the of said Board of Supervisors duly made and entered in the minutes thereof 14, 2021.
Dated: September , 2021 File ID: RES 21- Agenda Item No.:	Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California
	By:
	Deputy



Monterey County

Item No.16.1

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

September 14, 2021

Board Report

Legistar File Number: ORD 21-016

Introduced: 9/10/2021 Current Status: Scheduled PM

Version: 1 Matter Type: Ordinance

Consider introducing and setting for adoption on September 21, 2021 an ordinance requiring the use of face coverings indoors by all persons over the age of two (2) regardless of vaccination status, with limited exceptions. (ADDED VIA SUPPLEMENTAL)

RECOMMENDATION:

It is recommended that the Board of Supervisors consider introducing and setting for adoption on September 21, 2021 an ordinance requiring the use of face coverings indoors by all persons over the age of two (2) regardless of vaccination status, with limited exceptions.

SUMMARY:

In order to provide for the health, safety and welfare of all residents of the County in light of the current conditions arising from the COVID-19 pandemic, the Board of Supervisors should consider introducing and setting for adoption an ordinance implementing an indoor facial covering requirement in both the unincorporated and incorporated areas of the County, with limited exceptions. A more thorough discussion is enclosed as Attachment A, and a draft ordinance is enclosed as Attachment B.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office concurs in the recommendation.

FINANCING:

There is no direct financial impact to the County from this ordinance. There may be indirect impact due to enforcement efforts by various departments.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

__Economic Development

Administration

X Health & Human Services

Infrastructure

X Public Safety

Prepared by: Leslie J. Girard, County Counsel, x5365 Approved by: Leslie J. Girard, County Counsel, x5365

Attachments: Discussion

Draft ordinance

DISCUSSION

On March 5, 2020, Governor Gavin Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic, waived the 60-day time period in Government 8630 within which local governments must renew a local emergency, and ordered that Local States of Emergency would stay in effect until terminated. On March 6, 2020, pursuant to the Monterey County Code and Government Code section 8630, County Administrative Officer Charles J. McKee signed a Proclamation of Local Emergency in response to the COVID-19 pandemic proclaiming a local emergency throughout Monterey County including the unincorporated and incorporated areas, and on March 10, 2020, the Monterey County Board of Supervisors ratified the Proclamation of Local Emergency. Pursuant to the Governor's proclamation, the County's proclamation remains in effect.

The California Department of Public Health ("CDPH") and the Centers for Disease Control and Prevention ("CDC") caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations. (https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html.)

On July 27, 2021, the CDC issued updated guidance recommending that fully vaccinated individuals wear face coverings in public indoor settings in areas of substantial or high transmission of COVID-19. (https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated-guidance.html.) On July 28, 2021, CDPH provided similar guidance recommending that all individuals wear face coverings in indoor public settings given the emergence of the more contagious Delta variant. (https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx.) A recent large scale, randomized trial study by Stanford and Yale Universities' researchers confirms the effectiveness of surgical masks in reducing the spread of COVID-19. (https://www.poverty-action.org/publication/impact-community-masking-covid-19-cluster-randomized-trial-bangladesh.)

Recently, health officers in the Counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Santa Cruz, Sonoma, and San Luis Obispo announced facial covering mandates requiring every resident to wear a face covering indoors in public settings, regardless of vaccination status, and the Cities of Berkeley, Benicia, and Vallejo adopted similar requirements. While not issuing an order, the Monterey County Health Officer recommends that all persons, regardless of vaccination status, wear facial coverings indoors in public settings. (https://www.co.monterey.ca.us/Home/Components/News/News/8412/1336.)

The Board of Supervisors is empowered by Article XI, section 7 of the California Constitution to take actions necessary to protect public, health, welfare and safety within the unincorporated and incorporated areas of the County, and the California Attorney General has opined that, in locally proclaimed emergencies, a county's regulations adopted to address such emergency can be applicable in both the unincorporated and incorporated areas in situations

where the emergency exists throughout the County, such as presented by the COVID-19 pandemic, which does not respect political boundaries.

Monterey County, like many counties in California, has recently seen an increase in its COVID-19 positivity rate and hospitalizations. While the statistics seem to be stabilizing, other variants of COVID-19 exist, and their impact on positivity rates and hospitalizations is unknown. Monterey County is a popular tourist destination, attracting visitors from around the State and County including many places with more serious community transmission rates of COVID-19. In addition, children below the age of 12 are not yet authorized to receive a vaccine for COVID-19, and are at risk for contracting the virus from both vaccinated and unvaccinated persons.

In order to protect the health and safety of the residents of the County, and in order to follow the sound guidance and recommendations of the CDC and CDPH, the Board of Supervisors should consider introducing and setting for adoption an ordinance imposing a requirement that face coverings be worn indoors and in enclosed spaces in all of Monterey County in order to curtail the spread of COVID-19. Limited exceptions to the requirement are recommended – where people are: a) in their own residence, or in a closed room, office or vehicle alone or with members of their household; b) performing an activity that cannot be done while wearing a face covering (e.g., actively eating or drinking, swimming or showering in a fitness facility, or obtaining a medical or cosmetic service requiring removal of a face covering); c) as specifically exempted from use of face coverings under the guidance of CDPH (e.g., to communicate with someone who is hearing impaired or where a face covering poses a safety risk); or d) where all persons present show proof of vaccination (2 shots of a 2 shot regime or 1 shot of a 1 shot regime) or show proof of a negative COVID-19 test performed within 72 hours of the gathering/event/meeting. Persons accompanying or responsible for children between the ages of two (2) and ten (10) are required to use reasonable efforts to ensure such children wear facial coverings when required.

If adopted, the Ordinance will be effective on the thirty-first (31st) day thereafter. The requirements of the Ordinance will terminate at the earlier of sixty (60) days after its effective date or upon order of the Board of Supervisors, unless renewed or extended. The Ordinance also provides that any stricter standards adopted by the State will control. Finally, violations of the Ordinance may be processed as administrative violations pursuant the County Code, and the definition of "enforcement official" is expanded to include defined personnel of the cities within the County solely for the purposes of the Ordinance.

ORDINANCENO.	
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AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, REQUIRING THE USE OF FACE COVERINGS INDOORS BY ALL PERSONS IN THE COUNTY OF MONTEREY OVER THE AGE OF TWO (2) REGARDLESS OF VACCINATION STATUS, WITH LIMITED EXCEPTIONS

County Counsel Summary

This ordinance requires the use of face coverings in all indoor spaces within Monterey County by all persons over the age of two (2) regardless of vaccination status with limited exceptions. Violations of the ordinance may be subject to administrative citations under the Monterey County Code. This ordinance will be effective thirty-one (31) days after adoption and its requirements will terminate at the earlier of sixty (60) days thereafter, or upon order of the Board of Supervisors, unless renewed or extended.

WHEREAS, on March 5, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic, waived the 60-day time period in Government Code section 8630 within which local governments must renew a local emergency, and ordered that Local States of Emergency would stay in effect until terminated; and,

WHEREAS, Section 2.68.060 of the Monterey County Code and Section 8630 of the Government Code empower the County Administrative Officer, or the Board of Supervisors if in session, to proclaim the existence of a local emergency when the County is affected or likely to be affected by a public calamity; and,

WHEREAS, on March 6, 2020, pursuant to the Monterey County Code and Government Code section 8630, Monterey County Administrative Officer Charles J. McKee signed a Proclamation of Local Emergency in response to the COVID-19 pandemic proclaiming a local emergency throughout Monterey County including the unincorporated and incorporated areas; and,

WHEREAS, on March 10, 2020, the Monterey County Board of Supervisors ratified the Proclamation of Local Emergency by the County Administrative Officer; and,

WHEREAS, California Department of Public Health (CDPH) and the Centers for Disease Control and Prevention (CDC) caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html); and,

WHEREAS, Monterey County is a popular tourist destination, attracting visitors from around the State and County including many places with more serious community transmission

ordinance re: indoor facial coverings all County

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rates of COVID-19; and,

WHEREAS, on July 27, 2021, the CDC issued updated guidance recommending that fully vaccinated individuals wear face coverings in public indoor settings in areas of substantial or high transmission of COVID-19 (https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated-guidance.html); and,

WHEREAS, on July 28, 2021, CDPH provided similar guidance recommending that all individuals regardless of vaccination status, wear face coverings in indoor public settings given the emergence of the more contagious Delta variant (https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx); and,

WHEREAS, a recent large scale, randomized trial study by Stanford and Yale Universities' researchers confirms the effectiveness of surgical masks in reducing the spread of COVID-19 (https://www.poverty-action.org/publication/impact-community-masking-covid-19-cluster-randomized-trial-bangladesh); and,

WHEREAS, recently, health officers in the Counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Santa Cruz, Sonoma, and San Luis Obispo announced facial covering mandates requiring every resident to wear a face covering indoors in public settings, regardless of vaccination status, and the Cities of Berkeley, Benicia, and Vallejo adopted similar requirements; and,

WHEREAS, the Monterey County Health Officer recommends that all persons, regardless of vaccination status, wear facial coverings indoors in public settings (https://www.co.monterey.ca.us/Home/Components/News/News/8412/1336); and,

WHEREAS, the Board of Supervisors is empowered by Article XI, section 7 of the California Constitution to take actions necessary to protect public, health, welfare and safety within the unincorporated and incorporated areas of the County; and,

WHEREAS, the County has an important governmental interest in protecting the health, safety and welfare of its citizens and businesses; and,

WHEREAS, California law provides, and the California Attorney General has opined, that in locally proclaimed emergencies, a county's regulations adopted to address such emergency can be applicable in both the unincorporated and incorporated areas in situations where the emergency exists in the entire county, such as presented by the COVID-19 pandemic which does not respect political boundaries; and,

WHEREAS, in order to protect the health and safety of the County and in order to follow the sound guidance and recommendations of the CDC and CDPH, the County will impose a requirement that face coverings be worn indoors and in enclosed spaces in all of Monterey County in order to curtail the spread of COVID-19; and,

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the Monterey County Board of Supervisors finds it necessary to issue and implement this Ordinance to protect life, health and safety of its citizens and the community at large; NOW, THEREFORE,

The Board of Supervisors of the County of Monterey ordains as follows:

SECTION 1. Findings and purpose.

The recitals set forth above are true and correct. In order to address an immediate threat to the public peace, health and safety arising from the existence of the COVID-19 pandemic and the proclaimed local emergency existing throughout the County, this Ordinance mandates the use of face coverings indoors by all persons over the age of 2, in the unincorporated and incorporated areas of the County, regardless of vaccination status, with limited exceptions as set forth herein.

SECTION 2. Face Covering Requirement.

- 1. Regardless of vaccination status, in the unincorporated and incorporated areas of Monterey County all persons over the age of two (2) years old must wear a face covering, which covers both the mouth and nose, at all times when indoors except:
 - a. in their own residence, or in a closed room, office or vehicle alone or with members of their household;
 - b. when they are actively performing an activity that cannot be done while wearing a face covering (e.g., actively eating or drinking, swimming or showering in a fitness facility, or obtaining a medical or cosmetic service requiring removal of a face covering); or
 - c. as specifically exempted from use of face coverings under the guidance of CDPH at https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx (e.g., to communicate with someone who is hearing impaired or where a face covering poses a safety risk).
 - d. where all persons present show proof of vaccination (2 shots of a 2 shot regime or 1 shot of a 1 shot regime) or show proof of a negative COVID-19 test performed within 72 hours of the gathering/event/meeting.
- 2. All businesses and governmental entities owning, operating, managing, or occupying indoor facilities must enforce this face covering requirement for all personnel and for all customers or members of the public entering their facilities, regardless of vaccination status. All such businesses and governmental entities must post clearly visible and easy-to-read signage at all entry points for indoor settings to communicate the face covering requirements to all persons entering the facility. In addition, those responsible for indoor public settings are strongly encouraged to provide face coverings at no cost to individuals who do not have one upon entry. All persons accompanying or responsible for children between the ages of two (2) and ten (10) are required to use reasonable efforts to ensure such children wear facial coverings when required.

3. For purposes of this Ordinance:

- a. "Face covering" means a surgical mask, a medical procedure mask, a respirator worn voluntarily, or a tightly woven fabric or non-woven material of at least two layers. A face covering has no visible holes or openings and must cover the nose and mouth. A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer fabric.
- b. "Business" includes any for-profit, non-profit, or educational entity, whether a corporate entity, organization, partnership, or sole proprietorship, and regardless of the nature of the service, the function it performs, or its corporate or entity structure. For clarity, "business" also includes a for-profit, non-profit, or educational entity performing services or functions under contract with a governmental agency.
- c. "Personnel" means the following individuals who provide goods or services or perform operations associated with a business or governmental entity in the unincorporated or incorporated areas of the County: employees; contractors and sub-contractors (such as those who sell goods or perform services onsite or who deliver goods for the business); independent contractors (such as "gig workers" who perform work via the business's application or other online interface); vendors who are permitted to sell goods onsite; volunteers; and other individuals who regularly provide services onsite at the request of the business.

SECTION 3. Effective date and termination.

This Ordinance shall be effective on the thirty-first (31st) day after its adoption, and its requirements shall terminate at the earlier to occur of sixty (60) days thereafter, or upon order of the Board of Supervisors, unless renewed or extended.

SECTION 4. Enforcement.

A violation of this Ordinance may be processed as an administrative violation pursuant to the provisions of Monterey County Code Chapter 1.22. For purposes of this Ordinance only, the term "enforcement official" includes any officer, employee, or agent of a City within the County or any deputy or designee of such officer, employee, or agent, that is charged with responsibility for enforcement of any provision of state or local law.

SECTION 5. Stricter Requirements.

Where a conflict exists between this Ordinance and any order issued by the State Public Health Officer, the Governor, or a State agency (such as the California Division of Occupational Safety and Health (Cal/OSHA)) related to the COVID-19 pandemic, the most restrictive provision controls. For clarity, all individuals and entities must comply with the State Order, any

mandatory guidance issued by the California Department of Public Health, any mandatory orders of the Governor or a State agency, or any other mandatory provision of State law to the extent it is stricter than any provision of this Ordinance. In addition, to the extent any federal guidelines are inconsistent with this Order, this Ordinance is controlling.

SECTION 6. Other Provisions.

- a. This Ordinance shall be liberally construed to provide the broadest possible protection for the citizens of the County.
- b. The County Administrative Officer, the County Counsel, and all other County officers and department heads, are authorized and directed to take such other and further actions as may be necessary or appropriate to implement the intent and purposes of this Ordinance.
- c. All City Managers, City Attorneys and all other City officers and department heads, are requested to take such other and further actions as may be necessary or appropriate to implement the intent and purposes of this Ordinance within their respective jurisdictions.

SECTION 7. Severability.

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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.

PASSED AND ADOPTED this	day of, 2021, by the following vote:
AYES: NOES: ABSENT:	
	Wendy Root Askew, Chair, Monterey County Board of Supervisors
ATTEST:	
VALERIE RALPH Clerk of the Board	APPROVED AS TO FORM:
	LESLIE J. GIRARD

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County Counsel

By: _			
•	Deputy		



Introduced: 9/3/2021

Monterey County

Item No.16

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

September 14, 2021

Board Report

Legistar File Number: OBM 21-087

Current Status: County Administrative

Officer Comments and

Referrals

Version: 1 Matter Type: Other Board Matters

County Administrative Officer Comments and Referrals

	Monterey County Board of Supervisors								
	ETING JECT						September 14, 2021 - Other Board Matters Board Referrals Update		
DEPARTMENT: County Administrative Office									
Item #+A6:011	Brd Rff #	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
1	2016.02	Adams	НСБ	County Counsel	Girard/Lundquist	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 May 2021 for direction. Based on Board direction, the necessary environmental review will be conducted. Upon completion of the environmental review, the Planning Commission would consider a recommendation to the Board on the environmental documentation and draft ordinance. Referral modified on August 24, 2021 (as part of Board's annual evaluation of referrals) requesting that HCD provide a proposal to address implementation of enforcement at this time, as well as anticipated funding sources for those costs.	Pending
2	2017.18	Board	HRD/CAO		Bokanovich	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 October 2021. Referral modified on August 24, 2021 (as part of Board's annual evaluation of referrals) to include: A) an assessment on how commissions are being utilized; how well they are serving in their advisory function to the Board; staffing levels of various committees, and, how that may or may not contribute to their functioning; and, B) referring the referral to the Board of Supervisors - Human Resources Committee to engage in discussion and bring back recommendations to the full Board.	Pending
3	2017.20	Alejo	PWFP		Ishii		Lease agreement between the City of Salinas and the County of Monterey regarding County's parcel adjacent 855 East Laurel Drive in Salinas for the implementation of a BMX Bike Track, new Skate Park, and sidewalk on East Laurel Drive in Salinas.	An initial referral was initiated on September 15, 2017. On September 1, 2017, Supervisor Alejo held a meeting with the City of Salinas, County RMA staff, and a BMX bike park and skate park engineers/designers to review the property. County Staff conferred with City Staff relative to the City's update of their Parks Master Plan. RMA has also been coordinating with City staff regarding sidewalks on County-owned lands along East Laurel Drive adjacent to this property (between Sanborn Road and Constitution Boulevard). The referral was closed on May 7, 2019 for staff to pursue efforts for a Shelter at 855 E. Laurel. RMA is preparing to bring a master planning effort for use of County lands, specifically lands at Natividad/Laurel in Salinas. This matter is reinstated for reconsideration. Public comment on this item was received on January 14, 2020. Item was pulled from the June 16, 2020, Board meeting agenda and is on hold pending identification of funding. Staff to consult with requesting Supervisor prior to resubmitting item to the Board. PWFP staff continues to work with our state legislative consultants to identify potential grant opportunities.	Postponed
4	2018.15	Phillips./Alejo	HCD		Lundquist	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

Board Referrals Update for 7/27/2021

Item #+A6:011	Brd Rfl # Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	ltem	Report	Status	
5	2018.16 6/26/2018	Alejo	County Counsel/Auditor-Controller		Girard/Shah	Update County Travel Policy by County Counsel in coordination with the Auditor- Controller's Office.	Monterey County's travel policy managed by the Auditor-Controller has not been updated in many years and today, it does not compare with current market prices or organizational procedures and may exceed legal requirements. The current policy creates barriers for county staff to be able to effectively represent county business at conferences, trainings or in litigation. This policy also conflicts with another travel policy found in the Personnel Policies and Practices Resolution (PPPR). This referral seeks to update the policies to account for inconsistencies, business needs, efficiency, market prices, whether government rates are available or whether the discounted lodging rooms were secured by conference organizers, such as the California State Association of Counties. This lack in clarity in the existing policy is costing unnecessary staff time and an update would modernize our policy with current standards. The new policy should meet Federal and State law while supporting business efficiency. A revised policy was presented to the Board on November 6, 2018. An updated memo was submitted to the Board. A revised policy will be presented to the Board in December 2021.	Pending	
6	2018.28	Phillips	НСД		Lundquist	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. HCD plans to couple this work with the 6th Housing Element to be completed by December 2023. In the interim, staff considers the integration of affordable housing policies in the coastal zones when the opportunities exist (e.g., update to the Big Sur Land Use Plan)	Pending	
7	2019.08	Alejo	PWFP/IGLA		Ishii/Chiulos	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. A status update will be provided to the Board in February 2022.	enue Postponed	
8	2019.11	Adams	Health/Environmental Health/Co Cour		Jimenez/Encarnacion/Strimling	Establish an Ordinance restricting the use of single-use plastics	Due to the ongoing Shelter In Place order, the development of this ordinance remains delayed. Many of the stakeholder entities have been severely impacted by the SIP (the restaurant and hotel industry particularly) and EH recommends their participation in the development of this ordinance once SIP conditions are lifted or allow business activities to resume at a higher level of production.		
9	2020.06	Askew	PWFP		Ishii	Install speed limit signs on West Camp/Watkins Gate Roads	Staff presented to the Board on March 9, 2021, and the Board approved an update to Title 12 to apply the California Vehicle Code to private East Garrison roads. Staff met with the East Garrison CSD Advisory Committee's Traffic Safety Subcommittee on April 9, 2021 to discuss concerns and options along Watkins Gate Road. It was agreed to hold a follow-up field meeting with the subcommittee which occurred on June 10. The subcommittee will likely recommend to the East Garrison CSD Advisory Committee installation of several radar speed feedback signs on Watkins Gate and West Camp Roads. Staff provided estimated costs to the subcommittee, and will coordinate to place the item on the East Garrison Advisory CSD Committee for consideration. If ultimately approved by the Board, the signs will be implemented and monitored before any additional actions are pursued (if needed).	Pending	

Item #+A6:011	Brd Rfl # Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead Requested Due	ltem	Report	Status
10	2020.09	Lopez	CAO		Chiulos 3/24/2020	Murals at the Government Center	Partner with the Arts Council of Monterey County to create murals on the walls of the stairways at the County Government Center located at 168 West Alisal. Staff will provide a Board report and presentation in November 2021.	Pending
11	2020.12	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.	Staff has been performing research on funding options with the assistance of a financial consultant. A report will be presented at the next regularly scheduled Capital Improvement Committee (CIC) meeting, unless a special CIC meeting is called. Item scheduled for Board consideration on September 21 28, 2021.	Pending
12	2020.22	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. The Board approved an Amended Board Referral Process on April 27, 2021 and directed staff to return in 6-months (late October) to conduct a review of the process.	Pending
13	2020.25 9/15/2020	Alejo/Lopez	ŒIJ		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. An update was provided to the Board on July 20, 2021. Request for confirmation of referral completion has been submitted to the referring supervisors.	Pending
14	2020.27	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 December 2021.	Pending
15	2021.05	1	PWFP		Ishii 6/1/2021	Monterey County COVID-19 Victims Memorial	This referral seeks to create a permanent memorial with the names of all COVID-19 victims of Monterey County on the Monterey County Government Campus at 168 West Alisal Street. Staff anticipates providing a presentation and report to the Board in December 2021.	Pending
16	2021.06	Adams	PWFP/Counsel		Ishii/Girard 4/6/2021	Scenic Drive No Parking Enforcement	This referral seeks the creation of an urgency ordinance to increase enforcement capabilities within existing No Parking zones on Scenic Drive in the Carmel area. On April 27, 2021, the Board approved an urgency ordinance creating a "no parking \$250 fine tow away" zone along portions of Scenic Drive in the unincorporated area in the Carmel Point area near the City of Carmel-by-the-Sea, and authorized the County Administrative Officer to enter into an agreement with the City of Carmel-by-the-Sea for its police department to enforce the regulation. PWFP staff has coordinated details of the parking enforcement approach with the Carmel Police Department and County Counsel prepared a draft agreement which was provided to the City for review. No Parking signs have been installed along the affected portion of Scenic Drive, and a field meeting (coordinated by Supervisor Adam's Office) was held on July 21, 2021 with affected residents to review and consider any adjustments to sign locations. Staff is completing proposed sign adjustments and will coordinate those with Supervisor Adam's office and the community prior to implementation. Also, City of Carmel City Council will consider approval of the parking enforcement agreement at its September 7 meeting.	Pending

Board Referrals Update for 7/27/2021

Item #+A6:011	Brd Rfl #	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due Item	Report	Status
17	2017.24	Alejo	Probation		Keating	Proposal to consolidate the current "Youth Center" on 970 Circle Drive in east Salinas with the new Juvenile Hall on 1420 Natividad Road and repurpose the property on 970 Circle Drive.	A memorandum was provided to the Board of Supervisors in late August 2020. Continuing discussions are occurring. Staff provided a memorandum to the Board on May 6, 2021. Referral modified on August 24, 2021 (as part of Board's annual evaluation of referrals) to include a report from the CAO on options for retaining an independent consultant to look into this matter.	Pending
18	2021.08	Alejo/Lopez	ITD		Chatham	Monterey County Broadband Joint Powers Authority	This referral seeks to explore the potential of creating a Monterey County Broadband Joint Powers Authority to facilitate regional governance, strategy, collaboration and partnerships on expanding broadband access and closing the digital divide throughout Monterey County. A preliminary analysis was approved by the Board on June 8, 2021. On July 20, 2021, Monterey County Broadband JPA was approved to set up a Task Force and report back in 90 days (October 2021).	Pending
19	2021.09	Phillips/Askev	CAO		McKee	Review of Board Committee Responsibilities	This referral seeks to clarify the purpose and responsibilities of each Board of Supervisors committees to improve staff workflow and Board decision making ability. A preliminary analysis was approved by the Board on June 15, 2021. Staff will be submitting a response to this referral for Board consideration on September 21, 2021.	Pending
20	2021.11	Adams	HRD		Ramirez-Bough	Juneteenth Holiday	This referral seeks to establish June 19th, also known as Juneteenth, as an official County holiday. A preliminary analysis was approved by the Board on August 24, 2021. A progress report will be provided to the Board in December 2021, or sooner, depending on the completion of contract negotiations.	Pending
21	2021.12	Phillips	CAO/HRD		Chiulos/Ramirez-Bough	Review of Cannabis Program Organizational Structure	This referral seeks the review of the Cannabis Program's efficiencies, particularly the processes for permit review and compliance inspections. Insignificant progress has been made towards local authorizations for cannabis operators related to land use and building permits, which impacts the industry's ability to be considered for state annual licenses. Disparate departmental staff funded solely by cannabis revenue should report directly to the Cannabis Program Manager to expedite permit submittal and reporting efficiencies. This would serve to not only expedite current cannabis permitting, but would in-turn free up staff dedicated to cannabis to more quickly focus on other programs. A preliminary analysis was approved by the Board on August 24, 2021. The referring supervisor further requested that County Counsel look into the authority cited by the Agricultural Commissioner.	Pending
22	2021.13	Phillips	Health/Co Co.		Jimenez/Encarnacion/Girard	Desalination Amendment to County Code 10.72	This referral seeks to expand entities allowed to own and operate desalination facilities to provide additional water supply while maintaining protections for health & welfare. Adequate water supply in Monterey County is inconsistent. Climate change is predicted to make water supply reliability erratic. In addition, sea water intrusion continues to negatively impact potable groundwater. Referral 2018.09 in 2018 requested review of County Code Section 10.72 to clarify its limits as well as to allow public-private partnership owned/operated desalination facilities. However, the amendment of 10.72 did not occur. This referral requests that 10.72 be amended to allow public-private partnerships, CPUC regulated utilities and entities who deliver desalinated water to a public entity, a municipal water supplier and/or a CPUC regulated utility. A preliminary analysis was submitted to the Board on August 31, 2021, at which time the Board directed staff to return to the Board on September 21 to either introduce an ordinance repealing Chapter 10.72, or, if not ready because of environmental analysis issues, report back on the process for an environmental analysis.	Pending
23	2021.14	Alejo	CAO		Chiulos/Paulsworth	EV Charging Station Infrastructure, Mapping and Investment	This referral requests that the Monterey County Sustainability Manager assess and map existing EV charging stations (Level 2 and DC fast chargers) in Monterey County and make it accessible to the public on a new county website, and to assess the need for charging station infrastructure and investment in unserved/underserved areas and disadvantaged communities in Monterey County. This referral further requests that Monterey County partner with the Monterey County Air Resources District, Central Coast Community Energy and other potential partners to pursue grant funding and expand EV charging infrastructure in unserved/underserved areas and disadvantaged communities in our county. A preliminary analysis will be provided to the Board on September 14 21, 2021.	Pending

Item #+A6:011	Brd Rfl#	Assignment Date	Kererred by	Lead Dept. Sub-Depts.	Project Lead	ltem	Report	Status
24	2021.15	8/31/2021 Phillins	Fumps	HCD/CoCo	Lundquist/Girard	Update Noise Ordinance Chapter 10.60	This referral seeks to refine the noise ordinance with improved processes through lessons learned. This referral seeks to explore possible ordinance revision solutions, enforcement implementation strategies such as bolstered staffing and technological resources and possible funding solutions to implement them. A prelminary analysis will be provided to the Board on Septmber 21, 2021.	Pending
25	2021.16	9/14/2021 Aleio		Health/CAO	Jimenez/Chiulos	Declaring COVID-19 Health Misinformation a Public Health Crisis in Monterey County	This referral seeks approval of a resolution by the Monterey County Board of Supervisors declaring "COVID-19 Health Misinformation a Public Health Crisis" throughout Monterey County, and that the County of Monterey should commit to combat health misinformation and curb the spread of falsehoods that threaten the health and safety of our residents and visitors.	"NEW" - Pending Approval on 9/14/21
							Completed by Executive Assistant on September 9, 2021	

Board Referrals Update for 7/27/2021

Monterey County Board of Supervisors Referral Submittal Form

Referral No. 2021.16 Assignment Date: 09/14/21 (Completed by CAO's Office)

SUBMITTAL - Completed by referring Board office and returned to CAO no later than <u>noon</u> on Thursday prior to Board meeting:

	uay prior to board meeting:	
	9/08/21 Submitted By: LUIS ALEJO	<u> </u>
Referi	al Title: Declaring COVID-19 Health Misinforma	ation a Public Health Crisis in Monterey County
Referi	ral Purpose: This referral seeks to combat health r	nisinformation and curb the spread of falsehoods that
threate	n the health and safety of our residents and visitors	S.
		quired): This referral seeks approval of a resolution by
	onterey County Board of Supervisors declaring "C	
	'throughout Monterey County, and that the County	•
misinf	formation and curb the spread of falsehoods that the	reaten the health and safety of our residents and visitors.
To adv	rance this effort, and solidify the County's stance a	gainst misrepresentation, the proposed resolution directs
staff as	s follows:	
1.	Requests that Monterey County Chief Administra	tive Officer (CAO) and the Monterey County Health
	Department implement the strategies cited by the	U.S. Surgeon General Vivek H. Murthy in his advisory
	entitled "Confronting Health Misinformation," an	d report back within 90 days on the status of
	implementation and within 180 days upon comple	etion; and
2.	Identify and label health misinformation and disse	
	misinformation that is impeding our ability to kee	•
3.	Modernize public health communications with in	1 ,
		ommunity, especially in hard-to reach communities.
4.		itegies, including partnerships with trusted messengers
	and the Monterey County VIDA program; and	
5.	Expand our research efforts to better define and u	nderstand the sources of health misinformation.
٥.		s, and develop strategies to address and counter it across
	mediums and diverse communities; and	, and develop strategies to address and counter it deross
6		, including digital resources and training for health
0.		onal programs to help our communities distinguish
	evidence-based information from opinion and per	
7		te, nonprofit, research and other local entities to identify
/.		
	best practices to stop the spread of health misinfo	rmation and develop and implement coordinated
0	recommendations; and	
8.	•	ners to enhance our County of Monterey website that
	will serve as a central resource for combating hea	Ith misinformation in our community.
	Classification Implication	Mada of Dogwood
	Classification - Implication	Mode of Response
	Ministerial / Minor	☐ Memo X Board Report X Presentation
	Land Use Policy	Requested Response Timeline
X	Social Policy	\Box 2 weeks \Box 1 month \Box 6 weeks
	Budget Policy	☐ Status reports until completed
	Other:	☐ Other: ☐ Specific Date:
		1

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

Department(s):	Referral Lead:	Board Date:
Health /County Administrative Office	Elsa Jimenez/Nicholas Chiulos	9/14/21

O. Conied to Board Office	res and Denartment Head(s). Completed by				
REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO's Office:					
Referral Lead:	Date:				
ANALYSIS - Completed by Department and copied to Board Offices and CAO:					
Department analysis of resources required/impact on existing department priorities to complete referral:					
Departn	nent's Recommended Response Timeline				
☐ By reques	☐ By requested date				
• •	\Box 1 month \Box 6 weeks \Box 6 months				
	☐ Other/Specific Date:				
REFERRAL RESPONSE/COMPLETION - Provided by Department to Board Offices and CAO:					
Board Item No.:	Referrals List Deletion:				
	Referral Lead: ent and copied to Board (ed/impact on existing departmum By requesup 2 weeksup 1 year				

Note: Please cc Karina Bokanovich, Rocio Quezada and Maegan Ruiz-Ignacio on <u>all CAO correspondence</u> relating to referrals.

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

Resolution No.:

Resolution Declaring "COVID-19 Health Misinformation a Public Health Crisis" in Monterey County.

WHEREAS, Health misinformation has significantly undermined public health efforts and the unmitigated proliferation of health misinformation has created a culture of mistrust and has prolonged the COVID-19 pandemic, endangering the health and safety of all Monterey County residents and visitors; and

WHEREAS, The coronavirus (COVID-19) pandemic has resulted in 44,974 cases and resulted in 546 deaths in Monterey County as of September 7, 2021; and

WHEREAS, The spread of COVID-19 has had a devastating impact on our health and safety, our regional economy, our communities of color, the educational development of our children and every aspect of our lives; and

WHEREAS, The COVID-19 vaccines have met the Food and Drug Administration's (FDA) rigorous scientific standards for safety, effectiveness, and manufacturing quality and have been proven to be safe and effective; and

WHEREAS, The Pfizer-BioNTech vaccine has received full FDA approval and been proven to be highly effective in preventing serious disease, hospitalization and death from COVID-19 and that its benefits outweigh its risks; and

WHEREAS, The COVID-19 vaccine is available in Monterey County at no cost, regardless of income, and is administered by health professionals, such as nurses and doctors; and

WHEREAS, Misinformation has caused confusion and nationally, has led to eligible people declining COVID-18 vaccines, rejecting public health measures, such as masking and physical distancing, and using unproven treatments; and

WHEREAS, On July 15, 2021, the United States Surgeon General issued his first advisory describing the "urgent threat" posed by the rise of false information of COVID-19 – one that continues to put "lives at risk" and prolong the pandemic; and

WHEREAS, Recent surges in infections and hospitalizations from COVID-18 have highlighted the importance of clear and unequivocal communications from public officials that vaccines are the best protection against severe illness and hospitalizations; and

WHEREAS, Urgent action is needed to curb the spread of the Delta variant by combating misinformation, thereby supporting our healthcare system and saving lives; and

WHEREAS, There would be substantial detriment on Monterey County and its residents and visitors if not acted upon immediately; and

WHEREAS, Monterey County recognizes the vaccine hesitency, that stands in the way of Monterey County moving beyond the COVID-19 pandemic, is being fueled by the spread of health misinformation, and commits to strategies to actively combat health misinformation.

WHEREAS, Trusted community members, such as health professionals, faith leaders, leaders of color and educators have spoken directly to their communities to address COVID-19 related questions by town halls, meetings, social media, and traditional media; and

NOW, THEREFORE, BE IT RESOLVED. that the Monterey County Board of Supervisors, on behalf of the County and all its residents thereof, declares "COVID-19 Health Misinformation a Public Health Crisis" throughout Monterey County, and that the County of Monterey should commit to combat health misinformation and curb the spread of falsehoods that threaten the health and safety of our residents and visitors.

BE IT FURTHER RESOLVED, that the Monterey County Board of Supervisors directs as follows:

- 1. Requests that Monterey County Chief Administrative Officer (CAO) and the Monterey County Health Department implement the strategies cited by the U.S. Surgeon General Vivek H. Murthy in his advisory entitled "Confronting Health Misinformation," and report back within 90 days on the status of implementation and within 180 days upon completion; and
- 2. Identify and label health misinformation and disseminate timely health information to counter misinformation that is impeding our ability to keep our community safe; and
- 3. Modernize public health communications with investments to better understand gaps in health information, and questions and concerns of the community, especially in hard-to reach communities.
- 4. Continue to focus on community engagement strategies, including partnerships with trusted messengers and the Monterey County VIDA program; and
- 5. Expand our research efforts to better define and understand the sources of health misinformation, document and trace its costs and negative impacts, and develop strategies to address and counter it across mediums and diverse communities; and
- 6. Invest in resilience against health misinformation, including digital resources and training for health practitioners and health workers. Explore educational programs to help our communities distinguish evidence-based information from opinion and personal stories; and
- 7. Partner with federal, state, territorial, tribal, private, nonprofit, research and other local entities to identify best practices to stop the spread of health misinformation and develop and implement coordinated recommendations; and
- 8. Work with the medical community and local partners to enhance our County of Monterey website that will serve as a central resource for combating health misinformation in our community; and

PASSED AND ADOPT	ΓED on this day of	, 2021, upon motion of
Supervisor	, seconded by Supervisor	by the following
vote, to-wit:		
AYES:		

ABSENT:	
· 1	sors of the County of Monterey, State of California, hereby original order of said Board of Supervisors duly made and for the meeting on
Dated:	Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California
	By
	Deputy

NOES:



Monterey County

Item No.17

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

September 14, 2021

Board Report

Legistar File Number: OBM 21-086

Introduced: 9/3/2021 Version: 1 Current Status: Board Comments

Matter Type: Other Board Matters

Board Comments



Monterey County

Item No.18

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

September 14, 2021

Board Report

Legistar File Number: A 21-485

Introduced: 7/23/2021 Current Status: Natividad Medical Center -

Consent

Version: 1 Matter Type: BoS Agreement

Approve and authorize payment to First Alarm Security and Patrol (an Allied Universal Company) for outstanding invoices from Fiscal Year 2020-21 totaling \$404,191 for unarmed security guard and patrol services pursuant to Request for Proposal (RFP) #10514 for Security Guard Services under the County-wide agreement which had a term of June 9, 2015 through June 30, 2021.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Approve and authorize payment to First Alarm Security and Patrol (an Allied Universal Company) for outstanding invoices from Fiscal Year 2020-21 totaling \$404,191 for unarmed security guard and patrol services pursuant to Request for Proposal (RFP) #10514 for Security Guard Services under the County-wide agreement which had a term of June 9, 2015 through June 30, 2021.

SUMMARY/DISCUSSION:

On June 9, 2015, the Board of Supervisors approved the execution of multiple Countywide Service Agreements for unarmed security guard and patrol services pursuant to Monterey County RFP #10514. The RFP allowed for up to a five (5) year term ending May 31, 2020. Natividad as well as numerous other County departments have been and continue to utilize these County-wide service agreements with the departments choosing for themselves from the awarded vendors as to which vendor to hire. During the pandemic, the County Contracts and Purchasing Office staff were busy operating the County's Emergency Operations Center so issuing a new RFP for 2020 for unarmed security guard and patrol services had to be put on hold. On December 1, 2020, the Board of Supervisors approved an extension of these services through June 30, 2021 to allow departments to continue utilizing these necessary services while allowing the County Contracts and Purchasing Office more time to process a new RFP for Countywide security and patrol guard services to be issued and awarded.

The contracted services with First Alarm have been through the county's master agreement. Due to the need for increased security services at Natividad during the high period of covid, the available funds through the master agreement for FY2021 were not sufficient to cover the required payments for past invoices.

For FY2022, Natividad has set up its own direct agreement with the vendor based on the master's agreement terms of the contract.

OTHER AGENCY INVOLVEMENT:

County Counsel's office and the Auditor-Controller's office were both provided a copy of this Board Report for review. This request has been reviewed and approved by NMC's Finance Committee and Board of Trustees on May 14, 2021.

FINANCING:

The cost for this request is \$404,191, all of which was included in the Fiscal Year 2021-22 Adopted Budget for Natividad Medical Center.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

First Alarm Patrol Guard services directly contribute to maintaining a safe environment at the hospital for its patients, visitors, and staff.

	Economic Development
	Administration
	_ Health and Human Services
	Infrastructure
X	Public Safety

Prepared by: Andrea Rosenberg, Hospital Assistant Administration, 831-783-2562 Approved by: Dr. Charles R. Harris, Interim Chief Executive Officer, 783-2504

Attachments:

County-wide Service Agreement with First Alarm

Amendment 1 to First Alarm Agreement

Amendment 2 to First Alarm Agreement

Amendment 3 to First Alarm Agreement

Amendment 4 to First Alarm Agreement

Amendment 5 to First Alarm Agreement

Attachments on file with the Clerk of the Board



Monterey County

Item No.17

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

September 14, 2021

Board Report

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__ Administration
__ Health and Human Services
__ Infrastructure
X_ Public Safety

Prepared by: Andrea Rosenberg, Hospital Assistant Administration, 831-783-2562 Approved by: Dr. Charles R. Harris, Interim Chief Executive Officer, 783-2504

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Amendment 5 to First Alarm Agreement

Attachments on file with the Clerk of the Board

Dr. Charles R. Harris
Dr. Charles R. Harris, Interim Chief Executive Officer

<u>9/9/2/</u> Date

COUNTYWIDE SERVICE AGREEMENT BETWEEN COUNTY OF MONTEREY AND FIRST ALARM SECURITY & PATROL, INC.

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and First Alarm Security & Patrol, Inc., hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP #10514) for Uniformed Security Guard Services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

1.1 After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10514 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10514. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT

Exhibit A: Price Schedule

RFP #10514 dated January 15, 2015, including all attachments and exhibits

Addendum #1

CONTRACTOR'S Proposal dated February 17, 2015.

- 1.2 These documents are on file with the Contracts/Purchasing Division.
- 1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order:

- AGREEMENT, Exhibit A: Price Schedule, RFP #10514, Addendum #1, CONTRACTOR's Proposal, including all attachments and exhibits.
- 1.4 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.5 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - 1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF SERVICE

2.1 SECURITY GUARD SERVICES:

- 2.1.1 Guards shall perform foot patrols of employee parking areas a minimum of four (4) times per hour.
- 2.1.2 Guards shall observe and report any damage to property or suspicious activity to County.
- 2.1.3 Guards shall observe, investigate, and report issues related to parked vehicles such as car break-ins, lights left on, registration tag missing, flat tires, etc., to County.
- 2.1.4 Guards may be required to make badges and proximity cards (access cards).
- 2.1.5 Guards are required to perform an annual site assessment report.
- 2.1.6 Guards shall provide parking lot enforcement (tickets and warnings).
- 2.1.7 Guards shall provide fire watch as needed.
- 2.1.8 Guards shall respond to all activated panic and specific code alarms at each location.

2.2 HOURS:

- 2.2.1 24 hours a day, 7 days a week.
- 2.2.2 CONTRACTOR shall define overtime pay start time and end time.
- 2.2.3 CONTRACTOR shall provide rates for differentials swing shift and graveyard.

2.3 CONTRACTOR REQUIREMENTS:

- 2.3.1 CONTRACTOR shall provide County departments, which are contracting for Uniformed Guard Security Services, with the following:
 - 2.3.1.1 Training programs for staff on an annual basis.
 - 2.3.1.2 Site assessment reports annually.
 - 2.3.1.3 Daily updated activity/incident log reports to the requesting department's designated contact.
- 2.3.2 Armed/Unarmed Security Guards services shall be provided in accordance with sections 11105, 12002, and 12033 of the California Penal Code and sections 7583.5 and 7583.12 of the California Business and Professions Code.
- 2.3.3 CONTRACTOR's security guards shall perform assigned duties independently without requiring ongoing supervision by the County.
- 2.3.4 CONTRACTOR's security guards providing services under this Agreement are subject to federal and state laws, regulations, and rules pertaining to the confidentiality of information contained in department files and automated records. CONTRACTOR's employees shall receive training about confidentiality and any conflicts of interest matters.
 - 2.3.4.1 County shall conduct confidentiality and conflict of interest training.
 - 2.3.4.2 Breach of confidentiality and/or conflict of interest laws, regulations, or rules by an assigned security guard shall be grounds for replacement of that guard, who may also face possible civil and/or criminal action.
- 2.3.5 County has the right to decline the services of a security guard at any time without cause and, CONTRACTOR shall replace the guard in question within two (2) hours of receiving an oral request from the County.
 - 2.3.5.1 County agrees to provide a follow up written record stating the cause leading to the refusal of the security guard service within fifteen (15) days from the time of an incident.
 - 2.3.5.2 CONTRACTOR agrees that the replacement guard shall complete the unfinished assignment shift of the original assigned guard at no additional cost to the County.
- 2.3.6 Security guards employed by CONTRACTOR shall be properly registered as Armed/Unarmed Security Guards with the State of California and licensed to carry weapons pursuant to the California Penal Code, if applicable.
 - 2.3.6.1 All security guards employed by CONTRACTOR must possess a valid Guard Registration Card and, if applicable, a valid Firearm Qualification Card.
- 2.3.7 CONTRACTOR(s) shall require its key security guards and management staff to attend security and safety related meetings as requested by County 2.3.7.1 County shall conduct the security and safety meetings.

- 2.3.7.2 Security guards and management staff shall attend these meetings at no additional cost to the County.
- 2.3.8 CONTRACTOR shall provide the County with a primary contact person for the general administration of this Agreement.
 - 2.3.8.1 The primary contact person should be available by phone to respond to service request calls made by the County on a 24/7, 365 days per year basis.
- 2.3.9 CONTRACTOR shall ensure that security guards present a neat & business-like appearance.
 - 2.3.9.1 The security guards must conduct themselves in a courteous and professional manner at all times.
- 2.3.10 CONTRACTOR shall obtain approvals at its own expense prior to commencement of said work or service under this Agreement when a license, permit, or approval is necessary from any agency whatsoever for the service or work to be performed pursuant to the terms and conditions of this Agreement.
- 2.3.11 CONTRACTOR shall provide the County with a list of security guards who will be assigned to provide services under RFP #10514.
 - 2.3.11.1 CONTRACTOR shall provide the following information for each security guard listed:
 - 2.3.11.1.1 Security guard's full name;
 - 2.3.11.1.2 Security guard's date of birth;
 - 2.3.11.1.3 CA State Bureau of Security Guard license number;
 - 2.3.11.1.4 Security guard's home address, both current address and addresses from the previous three (3) years.
- 2.3.12 CONTRACTOR shall immediately update the County list of security guards as personnel changes are made.

2.4 SPECIAL SECURITY GUARD ASSIGNMENTS:

- 2.4.1 CONTRACTOR shall provide armed/unarmed uniformed security guard services on a twenty-four (24) hour per day basis as requested by the Monterey County Sheriff's Office, in accordance with the Monterey County Sherriff's Office Custody Operations Bureau.
- 2.4.2 The degree of security to an inmate shall be determined by the Sheriff's custody staff based on the inmate's classification and charges.
 - 2.4.2.1 All emergencies including escapes, attempted escapes and disturbances should be immediately reported to the on duty jail supervisor.
- 2.4.3 CONTRACTOR shall provide an armed/unarmed guard within one (1) hour from the time a telephone request is made by the County on a 24-hour basis.

- 4.3 Rates shall remain firm for the initial three (3) year term of the Agreement. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.6 <u>Tax:</u>
 - 4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
 - 4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County department that is requesting services.
- 5.2 CONTRACTOR shall reference RFP #10514 on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included in the AGREEMENT must be approved by County in writing via an Amendment.

- 2.4.3.1 CONTRACTOR shall provide an unarmed guard, upon approval of County designated staff, in the event that CONTRACTOR cannot readily fulfill the County's request for an armed guard.
- 2.4.3.2 CONTRACTOR shall provide a backup or replacement guard to cover the post within two (2) hours when the primary guard is involved in an incident for an extended time, should the primary guard be taken off his post for more than two (2) hours, or should the guard become ill or injured, or cannot complete the assignment for any other reason.
- 2.4.3.3 The replacement guard is considered as the primary security guard insofar as completing the unfinished assignment shift of the primary security guard.
 2.4.3.1 CONTRACTOR shall provide a replacement guard at no
- 2.4.3.4 CONTRACTOR's security guards shall assure that visitors and inmates while on an extended hospital stay adhere to the visiting policy of the County.
- 2.4.3.5 CONTRACTOR's security guards shall report all hospital visits to designated County personnel.

3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence upon execution of this AGREEMENT and will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) optional one (1) year periods.
 - 3.1.1 County is not required to state a reason if it elects not to renew.

additional cost to the County.

- 3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing. CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the Agreement.
- 3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.2 County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

6.0 STANDARD INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

7.0 INSURANCE REQUIREMENTS

7.1 Evidence of Coverage:

- 7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall <u>not</u> receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 7.2 <u>Qualifying Insurers:</u> All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

7.3 Insurance Coverage Requirements:

- 7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:
 - 7.3.1.1 Commercial general liability insurance, including but not limited to

premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- 7.3.1.2 <u>Business automobile liability insurance</u>, 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.
- 7.3.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- 7.3.1.4 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, 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.

7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State 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.
- 7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from

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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.

- 7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. 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.
- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. 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.
- 7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by 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.

8.0 RECORDS AND CONFIDENTIALITY

8.1 <u>Confidentiality:</u> CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information.

CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

- 8.2 <u>County Records:</u> When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 8.3 <u>Maintenance of Records:</u> 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.
- Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of 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.

9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 <u>Independent Contractor:</u> CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 10.3 <u>Non-Assignment</u>: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

11.0 CONFLICT OF INTEREST

- 11.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing County services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of the Board of Supervisors of County.
- 11.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for County will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify County in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to County hereunder.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.0 DRUG FREE WORKPLACE

13.1 CONTRACTOR and CONTRACTOR's employees shall comply with the County's policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the County department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

14.0 TIME OF ESSENCE

14.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

- Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.
 - 15.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

16.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

16.1 In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

17.0 FORCE MAJEURE

- 17.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 17.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT

- for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 17.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

18.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT— HIPAA COMPLIANCE

18.1 CONTRACTOR agrees to operate its business in a manner as necessary to permit County to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").

19.0 REQUIREMENTS FOR WORK/SERVICES PERFORMED AT THE HEALTH DEPARTMENT

19.1 CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.

20.0 BACKGROUND CHECKS

- 20.1 CONTRACTOR shall be required to obtain State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.
 - A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities. CONTRACTOR shall be responsible for the cost of these background check costs unless otherwise informed by County. In some circumstances, a specific County department may request that County Sheriff's Office perform the background checks.
 - 20.1.2 All CONTRACTOR personnel who are designated to provide services at any of the County Sheriff's facilities are required to undergo

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fingerprinting and background checks through the Sheriff's main office specifically.

21.0 WARRANTY BY CONTRACTOR

21.1 CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the County. Time is of the essence of this AGREEMENT. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

22.0 DAMAGE

22.1 CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of CONTRACTOR or his employee while working on County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this AGREEMENT.

23.0 PROTECTION OF PUBLIC

23.1 CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT.

24.0 NOTICES

24.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR's responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer

County of Monterey, Contracts/Purchasing

1488 Schilling Place Salinas, CA 93901

Tel. No.: (831) 755-4990 FAX No.: (831) 755-4969 derrm@co.monterey.ca.us TO CONTRACTOR:

First Alarm Security & Patrol, Inc.

Teresa Huerta Larkin

1731 Technology Drive, Suite 800

San Jose, CA 95110 Tel. No. (408) 364.1110 FAX No.: (408) 364.1110

tlarkin@firstalarm.com

25.0 LEGAL DISPUTES

- 25.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 25.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 25.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 25.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

26.0 MISCELLANEOUS PROVISIONS

- 26.1 <u>Amendment:</u> This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 26.2 <u>Waiver:</u> 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.
- 26.3 <u>Contractor:</u> The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees action on CONTRACTOR's behalf in the performance of this Agreement.

- 26.4 <u>Successors and Assigns:</u> 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.
- 26.5 <u>Headings:</u> The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 26.6 <u>Non-exclusive Agreement:</u> 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.
- 26.7 <u>Construction of Agreement:</u> 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.
- 26.8 <u>Counterparts:</u> 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.
- 26.9 <u>Authority:</u> 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.
- 26.10 <u>Integration:</u> 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.
- 26.11 <u>Interpretation of Conflicting Provisions:</u> 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.

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MONTEREY COUNTY	—EONTRACTOR
Gina Encallado Deputy Purchasing Ag County of Monterey	gent By:
Contracts/Purchasing Officer	Signature of Chair, President, or Vice-President
Dated: 6/14/15	Printed Name and Title
Approved as to Fiscal Provisions:	Dated: 05-0/-15
Deputy Auditor/Controller	By: Ques Quete Facker
Dated: 5-2-5	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Approved as to Liability Provisions:	Printed Name and Title
Risk Management	Dated: 5/1/5
Dated:	
Approved as to Form: Kan Remain	
Deputy County Counsel	
Dated: 5/7/15	
County Board of Supervisors' Agreement Num	ber: rporation, including limited liability and non-profit
corporations, the full legal name of the corporation	shall be set forth above together with the signatures of

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 County and CONTRACTOR execute this AGREEMENT as

follows:

Sup	<u>ervisor</u>	Armed Cost	Unarmed Cost
Pay	Rate	\$_18.00_/hr	\$18.00/hr
Billi	ing Rate	\$_33.00/hr	\$_ 26.87 /hr
Ove	rtime Rate	\$_*35.00/hr	\$_37.08_/hr
*35.00 firs	st 24hrs \$33.00 ti	hereafter – this rate is for armed supe	rvisory level prisoner watch.
Pay	urity Officer Rate ing Rate	\$_15.00/hr \$_23.90/hr	
Ove	rtime Rate	\$_32.99/hr	\$_24.15/hr
<u>Pati</u>	rol Rate (inclu	ling vehicle)	
Pay	Rate	\$_15.00 /hr	\$_13.00/hr
Billi	ing Rate	\$_30.00/hr	\$_30.00/hr
Ove	rtime Rate	\$_41.40/hr	\$_41.40/hr
	rm Response conse Rate	\$_25.00 /hr	\$_ 25.0 0/hr
COMMU	NICATION E	<u>OUIPMENT</u>	
2-W	ay Radio Rate	\$_INCL /hr	\$INCL/hr
Cell	ular Phone Rate	\$_INCL./hr	\$_ INCL /hr
Page	er Rate	\$_INCL. _/hr	\$_ INCL. /hr

\$_INCL._/hr.....**\$_INCL**.__/hr

Cell/Radio

AMENDMENT #1 TO COUNTYWIDE SERVICE AGREEMENT By and Between COUNTY OF MONTEREY & FIRST ALARM SECURITY & PATROL, INC.

THIS AMENDMENT is made to the COUNTYWIDE SERVICE AGREEMENT with MULTIPLE AWARDS for the provision of Uniformed Security Guard Services (RFP #10514) by FIRST ALARM SECURITY AND PATROL, INC., hereinafter "CONTRACTOR", and the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WHEREAS, the COUNTY and CONTRACTOR entered into an AGREEMENT on June 11, 2015; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to reflect pricing for the Natividad Medical Center as reflected in Exhibit A-1 and for all other County locations as reflected in Exhibit B-1.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

- Section 4.1, "COMPENSATION AND PAYMENTS", shall be amended by removing "It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto" and replacing it with "It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with Exhibit A-1 and Exhibit B-1."
- Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
- 3. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated June 11, 2015.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY	CONTRACTOR—FIRST ALARM SECURITY & PATROL, INC.
Contracts/Purchasing Officer / Superview	By: Signature of Chair, President, or Vice-President
Dated: 3/23/16	Printed Name and Title
Approved as to Fiscal Provisions:	Printed Name and Title Dated: 4/19/16
Deputy Auditor/Controller	
Dated: 3-17-16	By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Approved as to Liability Provisions:	Printed Name and Title Coprate Catallet
Risk Management	Dated: 4/19/14
Dated:	
Approved as to Form:	
Deputy County Counsel	
Dated: 3/17/16	

County Board of Supervisors' Agreement Number: A-12740

*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.

Exhibit A-1: Natividad Medical Center Pricing

Position	Certifications	Tenure	HPW	Wage	Rate	Mark Up
Security Officer I		up to 6 mo's	256	\$13.50	\$20.79	1.540
Security Officer II	IAHSS Basic + 50% Hospital security LMS training	6months +	416	\$14.50	\$22.33	1.540
Security Officer III	IAHSS Advanced + 50% Hospital security LMS training		168	\$15.50	\$23.87	1.540
Corporal I		up to 6 mo's	0	\$16.00	\$24.64	1.540
Corporal II	IAHSS Basic & Advanced + 100% Hospital security LMS training + FASP quarterly leadership training	6mo⁰s +	40	\$17.00	\$26.18	1.540
Corporal III	IAHSS Supervision		104	\$18.00	\$27.72	1.540
Project Manager	All above training and certification	n/a	32	\$36.00	\$46.80	1.300

Exhibit B-1: Price Schedule for All Other County Locations (Non-NMC)

Supervisor	Armed Cost	Unarmed Cost
Pay Rate	\$_19.35_/hr	\$_19.35/hr
Billing Rate	\$_35.47/hr	\$_28.88/hr
Overtime Rate	\$_*37.62/hr	\$_39.86/hr
*\$37.62 first 24hrs \$35.00	thereafter – this rate is for a	med supervisory level prisoner watch.
Security Officer Pay Rate	\$_16.12/hr	
Billing Rate	\$ 25.69 /hr	
Overtime Rate	\$_35.46/hr	
Patrol Rate (inclu	ding vehicle)	
Pay Rate	\$_16.12/hr	\$_13.97/hr
Billing Rate	\$_32.25/hr	\$_32.25/hr
Overtime Rate	\$_44.50/hr	\$_44.50/hr
Alarm Response Response Rate	\$_26.87/hr	\$_26.87/hr
COMMUNICATION E	QUIPMENT	
2-Way Radio Rate	\$_INCL./hr	\$_INCL./hr
Cellular Phone Rat	e \$_INCL./hr	\$_INCL./hr
Pager Rate	\$_INCL. /hr	\$_INCL./hr
Cell/Radio	\$ INCL./hr	\$_INCL./hr

COUNTYWIDE SERVICE AGREEMENT BETWEEN COUNTY OF MONTEREY AND FIRST ALARM SECURITY & PATROL, INC.

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and First Alarm Security & Patrol, Inc., hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP #10514) for Uniformed Security Guard Services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

1.1 After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10514 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10514. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT

Exhibit A: Price Schedule

RFP #10514 dated January 15, 2015, including all attachments and exhibits

Addendum #1

CONTRACTOR'S Proposal dated February 17, 2015.

- 1.2 These documents are on file with the Contracts/Purchasing Division.
- 1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order:

- AGREEMENT, Exhibit A: Price Schedule, RFP #10514, Addendum #1, CONTRACTOR's Proposal, including all attachments and exhibits.
- 1.4 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.5 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - 1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF SERVICE

2.1 SECURITY GUARD SERVICES:

- 2.1.1 Guards shall perform foot patrols of employee parking areas a minimum of four (4) times per hour.
- 2.1.2 Guards shall observe and report any damage to property or suspicious activity to County.
- 2.1.3 Guards shall observe, investigate, and report issues related to parked vehicles such as car break-ins, lights left on, registration tag missing, flat tires, etc., to County.
- 2.1.4 Guards may be required to make badges and proximity cards (access cards).
- 2.1.5 Guards are required to perform an annual site assessment report.
- 2.1.6 Guards shall provide parking lot enforcement (tickets and warnings).
- 2.1.7 Guards shall provide fire watch as needed.
- 2.1.8 Guards shall respond to all activated panic and specific code alarms at each location.

2.2 HOURS:

- 2.2.1 24 hours a day, 7 days a week.
- 2.2.2 CONTRACTOR shall define overtime pay start time and end time.
- 2.2.3 CONTRACTOR shall provide rates for differentials swing shift and graveyard.

2.3 CONTRACTOR REQUIREMENTS:

- 2.3.1 CONTRACTOR shall provide County departments, which are contracting for Uniformed Guard Security Services, with the following:
 - 2.3.1.1 Training programs for staff on an annual basis.
 - 2.3.1.2 Site assessment reports annually.
 - 2.3.1.3 Daily updated activity/incident log reports to the requesting department's designated contact.
- 2.3.2 Armed/Unarmed Security Guards services shall be provided in accordance with sections 11105, 12002, and 12033 of the California Penal Code and sections 7583.5 and 7583.12 of the California Business and Professions Code.
- 2.3.3 CONTRACTOR's security guards shall perform assigned duties independently without requiring ongoing supervision by the County.
- 2.3.4 CONTRACTOR's security guards providing services under this Agreement are subject to federal and state laws, regulations, and rules pertaining to the confidentiality of information contained in department files and automated records. CONTRACTOR's employees shall receive training about confidentiality and any conflicts of interest matters.
 - 2.3.4.1 County shall conduct confidentiality and conflict of interest training.
 - 2.3.4.2 Breach of confidentiality and/or conflict of interest laws, regulations, or rules by an assigned security guard shall be grounds for replacement of that guard, who may also face possible civil and/or criminal action.
- 2.3.5 County has the right to decline the services of a security guard at any time without cause and, CONTRACTOR shall replace the guard in question within two (2) hours of receiving an oral request from the County.
 - 2.3.5.1 County agrees to provide a follow up written record stating the cause leading to the refusal of the security guard service within fifteen (15) days from the time of an incident.
 - 2.3.5.2 CONTRACTOR agrees that the replacement guard shall complete the unfinished assignment shift of the original assigned guard at no additional cost to the County.
- 2.3.6 Security guards employed by CONTRACTOR shall be properly registered as Armed/Unarmed Security Guards with the State of California and licensed to carry weapons pursuant to the California Penal Code, if applicable.
 - 2.3.6.1 All security guards employed by CONTRACTOR must possess a valid Guard Registration Card and, if applicable, a valid Firearm Qualification Card.
- 2.3.7 CONTRACTOR(s) shall require its key security guards and management staff to attend security and safety related meetings as requested by County 2.3.7.1 County shall conduct the security and safety meetings.

- 2.3.7.2 Security guards and management staff shall attend these meetings at no additional cost to the County.
- 2.3.8 CONTRACTOR shall provide the County with a primary contact person for the general administration of this Agreement.
 - 2.3.8.1 The primary contact person should be available by phone to respond to service request calls made by the County on a 24/7, 365 days per year basis.
- 2.3.9 CONTRACTOR shall ensure that security guards present a neat & business-like appearance.
 - 2.3.9.1 The security guards must conduct themselves in a courteous and professional manner at all times.
- 2.3.10 CONTRACTOR shall obtain approvals at its own expense prior to commencement of said work or service under this Agreement when a license, permit, or approval is necessary from any agency whatsoever for the service or work to be performed pursuant to the terms and conditions of this Agreement.
- 2.3.11 CONTRACTOR shall provide the County with a list of security guards who will be assigned to provide services under RFP #10514.
 - 2.3.11.1 CONTRACTOR shall provide the following information for each security guard listed:
 - 2.3.11.1.1 Security guard's full name;
 - 2.3.11.1.2 Security guard's date of birth;
 - 2.3.11.1.3 CA State Bureau of Security Guard license number;
 - 2.3.11.1.4 Security guard's home address, both current address and addresses from the previous three (3) years.
- 2.3.12 CONTRACTOR shall immediately update the County list of security guards as personnel changes are made.

2.4 SPECIAL SECURITY GUARD ASSIGNMENTS:

- 2.4.1 CONTRACTOR shall provide armed/unarmed uniformed security guard services on a twenty-four (24) hour per day basis as requested by the Monterey County Sheriff's Office, in accordance with the Monterey County Sherriff's Office Custody Operations Bureau.
- 2.4.2 The degree of security to an inmate shall be determined by the Sheriff's custody staff based on the inmate's classification and charges.
 - 2.4.2.1 All emergencies including escapes, attempted escapes and disturbances should be immediately reported to the on duty jail supervisor.
- 2.4.3 CONTRACTOR shall provide an armed/unarmed guard within one (1) hour from the time a telephone request is made by the County on a 24-hour basis.

- 4.3 Rates shall remain firm for the initial three (3) year term of the Agreement. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.6 <u>Tax:</u>
 - 4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
 - 4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County department that is requesting services.
- 5.2 CONTRACTOR shall reference RFP #10514 on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included in the AGREEMENT must be approved by County in writing via an Amendment.

- 2.4.3.1 CONTRACTOR shall provide an unarmed guard, upon approval of County designated staff, in the event that CONTRACTOR cannot readily fulfill the County's request for an armed guard.
- 2.4.3.2 CONTRACTOR shall provide a backup or replacement guard to cover the post within two (2) hours when the primary guard is involved in an incident for an extended time, should the primary guard be taken off his post for more than two (2) hours, or should the guard become ill or injured, or cannot complete the assignment for any other reason.
- 2.4.3.3 The replacement guard is considered as the primary security guard insofar as completing the unfinished assignment shift of the primary security guard.
 2.4.3.1 CONTRACTOR shall provide a replacement guard at no additional cost to the County.
- 2.4.3.4 CONTRACTOR's security guards shall assure that visitors and inmates while on an extended hospital stay adhere to the visiting policy of the County.
- 2.4.3.5 CONTRACTOR's security guards shall report all hospital visits to designated County personnel.

3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence upon execution of this AGREEMENT and will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) optional one (1) year periods.
 - 3.1.1 County is not required to state a reason if it elects not to renew.
- 3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing. CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the Agreement.
- 3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.2 County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

6.0 STANDARD INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

7.0 INSURANCE REQUIREMENTS

7.1 Evidence of Coverage:

- 7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall <u>not</u> receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 7.2 <u>Qualifying Insurers:</u> All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

7.3 Insurance Coverage Requirements:

- 7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:
 - 7.3.1.1 Commercial general liability insurance, including but not limited to

premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- 7.3.1.2 <u>Business automobile liability insurance</u>, 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.
- 7.3.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- 7.3.1.4 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, 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.

7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State 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.
- 7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from

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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.

- 7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. 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.
- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. 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.
- 7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by 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.

8.0 RECORDS AND CONFIDENTIALITY

8.1 <u>Confidentiality:</u> CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information.

CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

- 8.2 <u>County Records:</u> When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 8.3 <u>Maintenance of Records:</u> 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.
- 8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of 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.

9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 <u>Independent Contractor:</u> CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 10.3 <u>Non-Assignment</u>: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

11.0 CONFLICT OF INTEREST

- 11.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing County services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of the Board of Supervisors of County.
- 11.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for County will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify County in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to County hereunder.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.0 DRUG FREE WORKPLACE

13.1 CONTRACTOR and CONTRACTOR's employees shall comply with the County's policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the County department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

14.0 TIME OF ESSENCE

14.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

- Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.
 - 15.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

16.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

16.1 In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

17.0 FORCE MAJEURE

- 17.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 17.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT

- for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 17.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

18.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT— HIPAA COMPLIANCE

18.1 CONTRACTOR agrees to operate its business in a manner as necessary to permit County to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").

19.0 REQUIREMENTS FOR WORK/SERVICES PERFORMED AT THE HEALTH DEPARTMENT

19.1 CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.

20.0 BACKGROUND CHECKS

- 20.1 CONTRACTOR shall be required to obtain State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.
 - 20.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities. CONTRACTOR shall be responsible for the cost of these background check costs unless otherwise informed by County. In some circumstances, a specific County department may request that County Sheriff's Office perform the background checks.
 - 20.1.2 All CONTRACTOR personnel who are designated to provide services at any of the County Sheriff's facilities are required to undergo

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fingerprinting and background checks through the Sheriff's main office specifically.

21.0 WARRANTY BY CONTRACTOR

21.1 CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the County. Time is of the essence of this AGREEMENT. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

22.0 DAMAGE

22.1 CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of CONTRACTOR or his employee while working on County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this AGREEMENT.

23.0 PROTECTION OF PUBLIC

23.1 CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT.

24.0 NOTICES

24.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR's responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer

County of Monterey, Contracts/Purchasing

1488 Schilling Place Salinas, CA 93901

Tel. No.: (831) 755-4990 FAX No.: (831) 755-4969 derrm@co.monterey.ca.us TO CONTRACTOR:

First Alarm Security & Patrol, Inc.

Teresa Huerta Larkin

1731 Technology Drive, Suite 800

San Jose, CA 95110

Tel. No. (408) 364.1110 FAX No.: (408) 364.1110

tlarkin@firstalarm.com

25.0 LEGAL DISPUTES

- 25.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 25.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 25.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 25.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

26.0 MISCELLANEOUS PROVISIONS

- 26.1 <u>Amendment:</u> This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 26.2 <u>Waiver:</u> 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.
- 26.3 <u>Contractor:</u> The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees action on CONTRACTOR's behalf in the performance of this Agreement.

- 26.4 <u>Successors and Assigns:</u> 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.
- 26.5 <u>Headings:</u> The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 26.6 <u>Non-exclusive Agreement:</u> 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.
- 26.7 <u>Construction of Agreement:</u> 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.
- 26.8 <u>Counterparts:</u> 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.
- 26.9 <u>Authority:</u> 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.
- 26.10 <u>Integration:</u> 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.
- 26.11 <u>Interpretation of Conflicting Provisions:</u> 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.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY	EONTRACTOR
Sine Callado Deputy Purchasir County of Mor	ng Agent nterey By:
Contracts/Purchasing Officer	Signature of Chair, President, or Vice-President
Dated: 6/11/15	Printed Name and Title
Approved as to Fiscal Provisions:	Dated: 05-0/-15
Deputy Auditor/Controller Dated: 5-25	By: Que Quete Jacker (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Approved as to Liability Provisions:	Printed Name and Title
Risk Management	Dated: 5/1/15
Dated:	
Approved as to Form:	
Deputy County Counsel	
Dated: 5/4/15	
County Board of Supervisors' Agreement N	lumber:

*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.

EXHIBIT A- PRICE SCHEDULE

	Supervisor	Armed Cost	Unarmed Cost		
	Pay Rate	\$_18.00 _/hr	\$18.00/hr		
	Billing Rate	\$_33.00/hr	\$_ 26.87 /hr		
	Overtime Rate	\$_*35.00/hr	\$37.08/hr		
*35.	00 first 24hrs \$33.00 ti	hereafter – this rate is for armed supervi	isory level prisoner watch.		
	Security Officer Pay Rate	\$_15.00/hr	.\$_10.90/hr		
	Billing Rate	\$_23.90/hr	.\$_17.50/hr		
	Overtime Rate	\$_32.99/hr	.\$_24.15/hr		
	Patrol Rate (include	ding vehicle)			
	Pay Rate	\$_15.00 /hr	\$ _13.00 /hr		
	Billing Rate	\$_30.00/hr	\$_30.00/hr		
	Overtime Rate	\$_41.40/hr	\$_ 41.40 /hr		
	Alarm Response Response Rate	\$_25.00 /hr	\$ _25.00 /hr		
CON	COMMUNICATION EQUIPMENT				
	2-Way Radio Rate	\$_INCL /hr	.\$INCL/hr		
	Cellular Phone Rate	\$INCL./hr	.\$_INCL/hr		
	Pager Rate	\$_INCL. _/hr	.\$_ INCL. /hr		
	Cell/Radio	\$_INCL /hr	.\$_ INCL /hr		



Monterey County

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

Board Order

Agreement Nos.: A-12738 through A-12742

Upon motion of Supervisor Parker, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Contracts/Purchasing Officer to execute Countywide Service Agreements based on the criteria set forth in RFP #10514. The agreements are between the County of Monterey and the named vendors as follows:
 - Asset Security, Inc. A-12738; Condor Security of America, A-12739; First Alarm Security & Patrol, Inc., A-12740; National Security Industries & Services, A-12741; and SC3 DVBE Security Services, A-12742 for the provision of Uniformed Security Guard Services for the County of Monterey on an as-needed basis for the initial term of three (3) years from the date of execution through and including May 31, 2018. The aggregate amount over the term of all Agreements shall not exceed \$9,000,000, in accordance with the terms and conditions set within each Agreement;
- b. Authorized the Contracts/Purchasing Officer to exercise the option to extend the Countywide Service
 Agreements for two (2) additional one (1) year periods in accordance with the terms and conditions set
 within each Agreement;
- c. Authorized the Contracts/Purchasing Officer to execute, after one year, similar additional Agreements for Uniformed Security Guard services with qualified contractors who meet the minimum requirements and comply with the County of Monterey standard terms and conditions, where each individual agreement does not affect the total aggregate amount authorized. Any additional Agreements shall terminate May 31, 2018; and
- d. Authorize the Contracts/Purchasing Officer to increase the cumulative "not to exceed" amount by up to 5% of the original aggregate amount of \$9,000,000, even if no additional Agreements are entered into.

PASSED AND ADOPTED on this 9th day of June 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 78 for the meeting on June 9, 2015.

Dated: June 17, 2015 File ID: 15-0504 Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

Deputy

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AMENDMENT #2 TO COUNTYWIDE SERVICES AGREEMENT COUNTY OF MONTEREY And FIRST ALARM SECURITY & PATROL, INC.

THIS AMENDMENT No. 2 is made to the AGREEMENT for uniformed security guard services by and between FIRST ALARM PATROL & SECURITY, INC., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

Whereas, COUNTY and CONTRACTOR entered into a three (3) year AGREEMENT, with the option to extend for two (2) additional one (1) year periods, executed on June 11, 2015 and a further Amendment #1 was executed on March 23, 2016, which did not change the term of the Agreement;

Whereas, COUNTY and CONTRACTOR desire to exercise the right to extend the Agreement for a one (1) year extension to the AGREEMENT.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to modify the AGREEMENT in the following manner:

- 1. Section 3.1 "TERM OF AGREEMENT" shall be amended by deleting, "The initial term shall commence upon execution of this AGREEMENT and will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) optional one (1) year periods." and replacing it with "This AGREEMENT shall be in full force and effect through June 11, 2019 with the option to extend the AGREEMENT for one (1) optional one (1) year period".
- 2. Section 4.1, "COMPENSATION AND PAYMENTS", shall be amended by removing "It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto." and replacing it with "It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with updated ATTACHMENT A2 PRICE SCHEDULE attached hereto." The updated price schedule shall be effective as of the execution date of this AMENDMENT No.2.
- 3. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
- 4. A copy of this AMENDMENT #2 shall be attached to the original AGREEMENT executed by the COUNTY on June 11, 2015.

Prepared by D. Luna & Tom Skinner

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

COUNTY OF MONTEREY Contracts/Purchasing Officer	FIRST ALARM PATROL & SECURITY, INC. By: Signature of Chair, President, or Vice-President
Dated: 4.30 CS Approved as to Fiscal Provisions: Deputy Auditor/Controller Dated: 427 (8) Approved as to Liability Provisions:	Printed Name and Title Dated: O' O' 8 By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)* Printed Name and Title
Risk Management	Dated: 4-4-18
Dated:	
Deputy County Counsel	

*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.

ATTACHMENT A- PRICE SCHEDULE

COST PROPOSAL Revised for Amendment #2

CONTRACTOR(s) should provide rates in the format below.

Supervisor	Armed Cost	Unarmed Cost	
Pay Rate	\$ <u>20.50</u> /hr	\$_20.50 /hr.	
Billing Rate	\$ <u>37.58</u> /hr		
*Overtime Rate	\$ <u>39.90</u> /hr		
Security Officer	thereafter (armed supervisory prisoner watch)		
Pay Rate	\$ <u>17.50</u> /hr	\$ <u>13.50</u> /hr.	
Billing Rate	\$ <u>27.89</u> /hr	\$ <u>21.69</u> /hr.	
Overtime Rate	\$ <u>38.49</u> /hr	\$ <u>29.93</u> /hr.	
Patrol Rate (incl	iding vehicle)		
Pay Rate	\$ <u>17.50</u> /hr	\$_15.50 /hr.	
Billing Rate	\$ <u>35.01</u> /hr		
Overtime Rate	\$ <u>49.38</u> /hr	PROCESS OF THE PROCES	
Alarm Response Response Rate	\$ <u>30.00</u> /hr	\$ <u>30.00</u> /hr.	
COMMUNICATION EQUIPMENT			
2-Way Radio Rate	\$_included_/hr	\$ <u>included</u> /hr.	
Cellular Phone Rate \$\frac{\text{included}}{\text{lnr}} / \text{hr.} \frac{\text{sincluded}}{\text{lnr}} / \text{hr.}			
Pager Rate	\$ included /hr	\$ included /hr.	
Cell/Radio	\$ included /hr	\$ included /hr.	
	~End of Attachment A~		

AMENDMENT #3 TO COUNTYWIDE SERVICES AGREEMENT COUNTY OF MONTEREY And FIRST ALARM SECURITY & PATROL, INC.

THIS AMENDMENT No. 3 is made to the AGREEMENT for uniformed security guard services by and between FIRST ALARM PATROL & SECURITY, INC., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

Whereas, COUNTY and CONTRACTOR entered into a three (3) year AGREEMENT, with the option to extend for two (2) additional one (1) year periods, executed on June 11, 2015; and

Whereas, the COUNTY and CONTRACTOR amended the AGREEMENT via Amendment No. 1 to reflect pricing for the Natividad Medical Center as reflected in Exhibit A-1 and for all other COUNTY locations as reflected in Exhibit B-1; and

Whereas, the COUNTY and CONTRACTOR amended the AGREEMENT via Amendment No. 2 to extend the AGREEMENT term through June 11, 2019 and incorporate new pricing for COUNTY locations as reflected in Attachment A-2, and which inadvertently failed to include the Parties' intended Attachment B-2; and

WHEREAS, the COUNTY and CONTRACTOR wish to further amend the AGREEMENT to reflect pricing for Natividad Medical Center as reflected in ATTACHMENT A-3 NMC PRICE SCHEDULE and ATTACHMENT B-3 NON-NMC DEPARTMENTS PRICE SCHEDULE.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to modify the AGREEMENT in the following manner:

- 1. Section 4.1, "COMPENSATION AND PAYMENTS", shall be amended by removing "It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto." and replacing it with "It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with updated ATTACHMENT A-3 NMC PRICE SCHEDULE and ATTACHMENT B-3 Non-NMC DEPARTMENTS PRICE SCHEDULE attached hereto."
- 2. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
- 3. A copy of this AMENDMENT #3 shall be attached to the original AGREEMENT executed by the COUNTY on June 11, 2015.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

COUNTY OF MONTEREY	FIRST ALARM PATROL & SECURITY,
	INC.
	By.
Contracts/Purchasing-Officer	Signature of Chair, President, or
	Vice-President
Dated: 5-29-18	
Dated: 3 27-16	Printed Name and Title
	Printed Name and Title
Approved as to Fifeal Provisjons:	
Y). NIV.)	Dated: 05-15-2018
Deputy Auditor/Controller	
Deputy Auditor/Controller	Pur (
Dated:	By: (Signature of Solvetons Aget Socretons GEO
5-72K	(Signature of Secretary, Asst. Secretary, CFO, Treasurer of Asst. Treasurer)*
02 18	· _
Approved as to Liability Provisions:	Cocy I Tute Contrado Contrallos
	Printed Name and Title
Risk Management	Dated: 51518
-	
Dated:	
Approved as to Form:	
- WSW	
Deputy County Counsel	
But Shalid	

*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.

ATTACHMENT A-3 NMC PRICE SCHEDULE

(Pricing Effective July 1, 2018)

Position	Certification	Tenue	Pay Rate	Billing Rate	Mark Up
Security Officer I		Up to 6 mo's	\$14.18	\$21.83	1.54
Security Officer II	IAHSS Basic +50% Hospital security LMS training	6 months +	\$15.23	\$23.45	1.54
Security Officer III	IAHSS Basic +50% Hospital security LMS training	12 months +	\$16.28	\$25,06	1.54
Corporal I		Up to 6 mo's	\$16.80	\$25.87	1.54
Corporal II	IAHSS Basic & Advanced +100 Hospital security LMS training	6 months +	\$17.85	\$27.49	1.54
Corporal III	IAHSS Supervision	12 months +	\$18.90	\$29.11	1.54
Project Manager	All above training and certification	n/a	\$37.80	\$49.14	1.30

ATTACHMENT B-3 NON-NMC DEPARTMENTS PRICE SCHEDULE

(Pricing Effective April 30, 2018 by way of Amendment No.2)

CONTRACTOR(s) should provide rates in the format below.

Supervisor	Armed C	ost	Unarmed C	Cost
Pay Rate	\$ <u>20.50</u>	_/hr	\$ 20.50	_/hr.
Billing Rate	\$ <u>37.58</u>	_/hr	\$ <u>30.60</u>	/hr.
*Overtime Rate	\$ <u>39.90</u>	_/hr	\$_42.23	_/hr.
* \$37.62 first 24 hours, \$35 the Security Officer	ereafter (armod su	pervisory prisoner watch)		
Pay Rate	\$ <u>17.50</u>	_/hr	\$_13.50	_/hr.
Billing Rate	\$ <u>27.89</u>	_/hr	\$21.69	/hr.
Overtime Rate	\$ <u>38.49</u>	_/hr	\$ 29,93	/hr.
Patrol Rate (include	ling vehick	e) ·		
Pay Rate	\$ <u>17.50</u>	_/hr	\$ <u>15,50</u>	_/hr.
Billing Rate	\$ <u>35.01</u>	_/hr	\$ <u>35.78</u>	/hr.
Overtime Rate	\$ <u>49.38</u>	_/hr	\$ 49.38	/hr.
Alarm Response - Response Rate	\$ <u>30.00</u>	_/hr	\$ <u>30.00</u>	/hr.
COMMUNICATION EQUIPMENT				
2-Way Radio Rate	\$ included	_/hr	\$ <u>included</u>	/hr.
Cellular Phone Rate	\$ included	/hr	\$ <u>included</u>	/hr.
Pager Rate	\$ included	/hr	\$ <u>included</u>	/hr.
Cell/Radio	\$ included	/hr	\$ <u>included</u>	/hr.
		C. L. T. L. L.		

AMENDMENT #4 TO COUNTYWIDE SERVICES AGREEMENT COUNTY OF MONTEREY And FIRST ALARM SECURITY & PATROL, INC.

THIS AMENDMENT No. 4 is made to the AGREEMENT for uniformed security guard services by and between FIRST ALARM PATROL & SECURITY, INC., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

Whereas, COUNTY and CONTRACTOR entered into a three (3) year AGREEMENT, on June 11, 2015, with the option to extend for two (2) additional one (1) year periods; and

Whereas, the COUNTY and CONTRACTOR amended the AGREEMENT via Amendment No. 1 dated March 23, 2016, to reflect pricing for Natividad Medical Center (NMC) and for all other COUNTY departments; and

Whereas, the COUNTY and CONTRACTOR amended the AGREEMENT via Amendment No. 2 dated April 30, 2018, to extend the AGREEMENT term through June 11, 2019 and incorporate new pricing for COUNTY departments which inadvertently failed to include previously; and

Whereas, the COUNTY and CONTRACTOR amended the AGREEMENT via Amendment No. 3 dated May 29, 2018, to reflect additional price schedule changes for NMC and all other COUNTY departments; and

Whereas, COUNTY and CONTRACTOR desire to exercise the right to extend the Agreement for a one (1) year extension to the AGREEMENT.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to modify the AGREEMENT in the following manner:

- 1. Section 3.1 "TERM OF AGREEMENT" shall be amended by deleting, "The initial term shall commence upon execution of this AGREEMENT and will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) optional one (1) year periods." and replacing it with "This AGREEMENT shall be in full force and effect through June 11, 2020."
- 2. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
- 3. A copy of this AMENDMENT #4 shall be attached to the original AGREEMENT executed by the COUNTY on June 11, 2015.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

COUNTY OF MONTEREY	FIRST ALARM PATROL & SECURITY,
Contracts/Purchasing Officer	By: Signature of Chair, President, or
	Vice-President
Dated: 04 Jun 2019	CAL HORTON, CEO
Approved as to Fiscal Provisions:	Printed Name and Title
	Dated: 5-28-19
Deputy Auditor/Controller	By:
Dated: 6M19	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Approved as to Liability Provisions:	Printed Name and Title
Risk Management	Dated: 5.28-19
Dated:	
Approved as to Form: Deputy County Counsel	
Dated: 6/3/19	

*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 #5 TO AGREEMENT COUNTY OF MONTEREY AND FIRST ALARM SECURITY & PATROL, INC.

THIS AMENDMENT #5 is made to the AGREEMENT (RFP #10514) for the provision of Security Guard Services in the **Countywide Service Agreement** by and between **FIRST ALARM SECURITY & PATROL, INC.**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County"; and

WHEREAS, the County executed the original AGREEMENT on June 11, 2015; and

WHEREAS, the initial term of the AGREEMENT was for a period of three (3) years with the option to extend for two (2) additional one (1) year periods; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT via Amendment #1 dated March 23, 2016 to reflect a Price Schedule change for Natividad Medical Center (NMC) with no term extension; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT via Amendment #2 dated April 30, 2018 to reflect a Price Schedule change with term extension through June 11, 2019; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT via Amendment #3 dated May 29, 2018 to reflect a Price Schedule change Natividad Medical Center (NMC) with no term extension; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT via Amendment #4 dated June 4, 2019 to reflect a term extension through June 11, 2020; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's exercise of the option to extend through December 31, 2020.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

- 1. Section 3.1, "TERM OF AGREEMENT", shall be amended by removing "This initial term shall commence upon execution of this AGREEMENT and will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) optional one (1) year periods." and replacing it with "This AGREEMENT shall be in full force and effect through December 31, 2020."
- 2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
- 3. A copy of the AMENDMENT #5 shall be attached to the original AGREEMENT dated June 11, 2015.

Prepared by T. Skinner Page 1 of 2

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

COUNTY OF MONTEREY	FIRST ALARM SECURITY & PATROL INC.
DocuSigned by:	DocuSigned by:
Debra Wilson, Contracts/Purchasing Supervisor	By (al Horton
Corresponding Officer	Si gnatur ক্তেরিকার, President, or Vice-President
Dated: 8/27/2020 4:50 PM PDT	Cal Horton President
	Printed Name and Title
Approved as to Fiscal Provisions: Occusioned by:	Dated: 8/26/2020 2:37 PM PDT
Cary Glowy Dopaty Auditor/Controller	Docusigned by: By Mile Smilt
Dated: 8/27/2020 4:46 PM PDT	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Approved as to Liability Provisions:	Mike Smidt President North West Region
	Printed Name and Title
Risk Management	Dated: 8/26/2020 7:00 PM PDT
Dated:	
Approved as to Form:	
Marina Pantchenko Doppertyo Elounty Counsel	
Dated: 8/27/2020 4:42 PM PDT	

*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.

Prepared by T. Skinner Page 2 of 2



Monterey County

Item No.19

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

September 14, 2021

Board Report

Legistar File Number: A 21-464

Introduced: 8/20/2021 Current Status: Natividad Medical Center -

Consent

Version: 1 Matter Type: BoS Agreement

a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal & amendment No. 3 to the agreement (A-13517) with Healthcare Coding and Consulting Services, LLC for US-based remote medical record coding and consulting services, extending the agreement an additional one (1) year period (August 22, 2021 through August 21, 2022) for a revised full agreement term of August 22, 2016 through August 21, 2022, and adding \$450,000 for a revised total agreement amount not to exceed \$2,277,000.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal & amendment No. 3 to the agreement (A-13517) with Healthcare Coding and Consulting Services, LLC for US-based remote medical record coding and consulting services, extending the agreement an additional one (1) year period (August 22, 2021 through August 21, 2022) for a revised full agreement term of August 22, 2016 through August 21, 2022, and adding \$450,000 for a revised total agreement amount not to exceed \$2,277,000.

SUMMARY/DISCUSSION:

Healthcare Coding and Consulting Services (HCCS) provides remote coding support, utilizing International Classification of Diseases Tenth Revision (ICD10-CM/PCS), Current Procedural Terminology (CPT), Evaluation /Management Levels (E/M), HCPCs Medical Supply conventions to Natividad designated medical encounters and Education and Training to Natividad as changes occur within the coding spectrum.

HCCS require their coding staff to possess coding credentials. The coders must also maintain their credentials annually, by attending education and training for their specific coding discipline.

Natividad began utilizing HCCS coding support for the Emergency Department in Sept 2016. This vendor was chosen due to the complexity and distinctiveness of our Emergency and Trauma encounters, which are comprise of multiple layers of treatment management, equipment, procedures and extensive documentation. HCCS appends the medical charges to the Emergency and Labor Delivery Emergency Department accounts, which allows the supportive nursing staff to provide care to the patients. HCCS provides coding support for our inpatient encounters to ensure accuracy and timely reimbursement. HCCS has layers of auditors to review complicated encounters; conduct monthly audits of the coding

staff assigned to Natividad account, which meets the compliance requirement. The results are distributed, reviewed, discussed, recommendations to enhance beneficial outcomes for the organization are considered and often executed. HCCS also provides auditing and validation summary documentation of specific third-party payor accounts required service justification.

Natividad recognized with the increased volume of emergency/labor delivery emergency, trauma encounters and inpatient, the level of complexity with accurate coding these services; our existing coding staff are not capable of meeting the managements' level of expectations and demand.

As HCCS adheres to Natividad's mandated completion turnaround times, accuracy, compliance requirements and standards, it is critical and favorable for Natividad to retain HCCS as their coding support vendor.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this amendment as to legal form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal & amendment No. 3 has also been reviewed and approved by Natividad's Finance Committee and by its Board of Trustees on August 13, 2021.

FINANCING:

The cost for this renewal & amendment No. 3 is \$450,000 of which \$450,000 is included in the Fiscal Year 2021-22 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The services rendered in this agreement provides Natividad with the additional support which is needed due to the credential requirements to ensure accurate appending coding for reimbursement, regulatory, patient care initiatives and data reporting.

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Administration
X Health and Human Services
Infrastructure
Public Safety
Prepared by: Kim Williams-Neal, D

Economic Development

Prepared by: Kim Williams-Neal, Director of HIM, 831-783-2440

Approved by: Charles R. Harris, Interim Chief Executive Officer, 783-2504

Attachments:

Healthcare Coding and Consulting Services, LLC Renewal & Amendment 3

Healthcare Coding and Consulting Services, LLC Amendment 2

Healthcare Coding and Consulting Services, LLC Amendment 1

Healthcare Coding and Consulting Services, LLC Agreement

Attachments on file with the Clerk of the Board



Monterey County

Item No.

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

September 14, 2021

Board Report

Legistar File Number: A 21-464

Introduced:8/20/2021Current Status:Agenda ReadyVersion:1Matter Type:BoS Agreement

a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal & amendment No. 3 to the agreement (A-13517) with Healthcare Coding and Consulting Services, LLC for US-based remote medical record coding and consulting services, extending the agreement an additional one (1) year period (August 22, 2021 through August 21, 2022) for a revised full agreement term of August 22, 2016 through August 21, 2022, and adding \$450,000 for a revised total agreement amount not to exceed \$2,277,000.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal & amendment No. 3 to the agreement (A-13517) with Healthcare Coding and Consulting Services, LLC for US-based remote medical record coding and consulting services, extending the agreement an additional one (1) year period (August 22, 2021 through August 21, 2022) for a revised full agreement term of August 22, 2016 through August 21, 2022, and adding \$450,000 for a revised total agreement amount not to exceed \$2,277,000.

SUMMARY/DISCUSSION:

Healthcare Coding and Consulting Services (HCCS) provides remote coding support, utilizing International Classification of Diseases Tenth Revision (ICD10-CM/PCS), Current Procedural Terminology (CPT), Evaluation /Management Levels (E/M), HCPCs Medical Supply conventions to Natividad designated medical encounters and Education and Training to Natividad as changes occur within the coding spectrum.

HCCS require their coding staff to possess coding credentials. The coders must also maintain their credentials annually, by attending education and training for their specific coding discipline.

Natividad began utilizing HCCS coding support for the Emergency Department in Sept 2016. This vendor was chosen due to the complexity and distinctiveness of our Emergency and Trauma encounters, which are comprise of multiple layers of treatment management, equipment, procedures and extensive documentation. HCCS appends the medical charges to the Emergency and Labor Delivery Emergency Department accounts, which allows the supportive nursing staff to provide care to the patients. HCCS provides coding support for our inpatient encounters to ensure accuracy and timely reimbursement. HCCS has layers of auditors to review complicated encounters; conduct monthly audits of the coding

staff assigned to Natividad account, which meets the compliance requirement. The results are distributed, reviewed, discussed, recommendations to enhance beneficial outcomes for the organization are considered and often executed. HCCS also provides auditing and validation summary documentation of specific third-party payor accounts required service justification.

Natividad recognized with the increased volume of emergency/labor delivery emergency, trauma encounters and inpatient, the level of complexity with accurate coding these services; our existing coding staff are not capable of meeting the managements' level of expectations and demand.

As HCCS adheres to Natividad's mandated completion turnaround times, accuracy, compliance requirements and standards, it is critical and favorable for Natividad to retain HCCS as their coding support vendor.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this amendment as to legal form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal & amendment No. 3 has also been reviewed and approved by Natividad's Finance Committee and by its Board of Trustees on August 13, 2021.

FINANCING:

Economic Development

The cost for this renewal & amendment No. 3 is \$450,000 of which \$450,000 is included in the Fiscal Year 2021-22 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The services rendered in this agreement provides Natividad with the additional support which is needed due to the credential requirements to ensure accurate appending coding for reimbursement, regulatory, patient care initiatives and data reporting.

Administration
X Health and Human Services
Infrastructure
Public Safety
Prepared by: Kim Williams-Neal, Director of HIM, 831-783-2440
Approved by: Charles R. Harris, Interim Chief Executive Officer, 783-2504
Attachments:
Healthcare Coding and Consulting Services, LLC Renewal & Amendment 3

Healthcare Coding and Consulting Services, LLC Agreement

Healthcare Coding and Consulting Services, LLC Amendment 2 Healthcare Coding and Consulting Services, LLC Amendment 1

Attachments on file with the Clerk of the Board

Dr. Charles R. Harris
Dr. Charles R. Harris, Interim Chief Executive Officer

8/23/2/ Date

RENEWAL AND AMENDMENT NO. 3 TO THE SERVICES AGREEMENT BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND HEALTHCARE CODING AND CONSULTING SERVICES, LLC FOR

US-BASED REMOTE MEDICAL RECORD CODING AND CONSULTING SERVICES

This Renewal and Amendment No. 3 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Healthcare Coding and Consulting Services, LLC (hereinafter "CONTRACTOR"); From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Healthcare Coding and Consulting Services, LLC had previously entered into an Agreement for Services (hereinafter "Agreement") on August 22, 2016 to provide US-Based Remote Medical Record Coding and Consulting services to NMC with a one year term and a total Agreement amount not to exceed \$90,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on April 22, 2017 via Amendment No. 1 to extend the term for an additional two (2) year period through August 21, 2019 and to add an additional \$570,000, thereby increasing the total Agreement amount to \$660,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on September 29, 2019 to extend it for an additional two (2) year period through August 21, 2021 to allow for services to continue with a \$1,167,000 increase for a total Agreement amount of \$1,827,000; and

WHEREAS, the Agreement expired on August 21, 2021; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning August 22, 2021 and to extend it for an additional one (1) year period (August 22, 2021 through August 21, 2022) for a revised Agreement term of August 22, 2017 through August 21, 2022 to allow for services to continue with a \$450,000 increase for a total Agreement amount of \$2,277,000.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

- 1. "TERM OF AGREEMENT" Section shall be amended to the following: "The term of this Agreement is from August 22, 2016 through August 22, 2022 unless sooner terminated pursuant to the terms of this Agreement".
- 2. "PAYMENTS BY NMC" Section shall be amended to the following:

"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A, subject to limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$2,277,000."

- 3. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 3, the provisions of this Renewal and Amendment No. 3 shall govern.
- 4. This Renewal and Amendment is effective retroactively when both parties have signed.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 3 as follows:

COUNTY OF MONTEREY on behalf of

NATIVIDAD MEDICAL CENTER	HEALTHCARE CODING AND CONSULTING SERVICES, LLC
By: Charles R. Harris, Interim CEO	CONTRACTOR's Business Name
Charles R. Harris, Interim CEO	**Signature instructions below**
Date:	By: (Signature of Chair, President, or Vice-President)
	(-9)
APPROVED AS TO LEGAL PROVISIONS	William D. Cronin, President
By: Hacy County Deputy County Counsel	Name and Title Date: July 7th, 2021
Date: 8/2/2021	
	By: Jennifer Burnham (Signature of Secretary, Asst. Secretary,
APPROVED AS TO FISCAL PROVISIONS	CFO, Treasurer, or Asst. Treasurer)
By: <u>gary k gibonsy</u> Monterey County Chief Deputy Auditor-Controller	Jennifer Burnham, CFO
Monterey County Chief Deputy Auditor-Controller	Name and Title
Date: 8-2-2021	Date: 07-21-2021

***SIGNATURE INSTRUCTIONS**

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. (2 signatures required)

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. (2 signatures required)

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement. (1 signature required)

CONTRACTOR



Monterey County Board of Supervisors

Board Order

168 West Alisal Street, 1st Floor Salinas, CA 93901 831,755,5066

Agreement No.: A-13517

Upon motion of Supervisor Adams, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-13517) with Healthcare Coding and Consulting Services, LLC for US-based remote medical record coding and consulting services, extending the agreement an additional two (2) year period (August 22, 2019 through August 21, 2021) for a revised full agreement term of August 22, 2016 through August 21, 2021, and adding \$1,167,000 for a revised total agreement amount not to exceed \$1,827,000.

PASSED AND ADOPTED on this 18th day of September 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, and Adams

NOES: None

ABSENT: Supervisor Parker

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 September 18, 2018.

Dated: September 18, 2018

File ID: A 18-384

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

del Pablo, Deputy

456

AMENDMENT NO. 2 TO SERVICES AGREEMENT BETWEEN HEALTHCARE CODING AND CONSULTING SERVICES, LLC AND NATIVIDAD MEDICAL CENTER FOR US-BASED REMOTE MEDICAL RECORD CODING AND CONSULTING SERVICES

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on August 22, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Healthcare Coding and Consulting Services, LLC. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for US-based remote medical record coding and consulting services with a term August 22, 2016 through August 21, 2017 and a total Agreement amount not to exceed \$90,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on April 22, 2017 via Amendment No. 1 to extend the term for an additional two (2) year period through August 21, 2019 and to add an additional \$570,000, thereby increasing the total Agreement amount to \$660,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period through August 21, 2021 to allow for services to continue with a \$1,167,000 increase for a total Agreement amount of \$1,827,000.

AGREEMENT

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

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

- 1. Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
 "NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A, subject to limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$1,827,000."
- 2. The first sentence of <u>Paragraph titled</u>, "TERM OF AGREEMENT" shall be amended to the following: "The term of this Agreement is from August 22, 2016 through August 21, 2021 unless sooner terminated pursuant to the terms of this Agreement."
- 3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
- 4. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
- 5. This Amendment No. 2 shall be effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER	CONTRACTOR
By: Gary R. Gray, DO, CEO Date:	Healthcare Coding and Consulting Services, LLC CONTRACTOR's Business Name ***See instructions below***
	By: (Signature of: Chair, President, or Vice-President)
By: Monterey County Deputy County Counsel	Name and Title Date: 08-02-18
Date:	By: Om O Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
By: Monterey County Deputy Auditor/Control ler	Jennifev Burnham CF
Date:8 20 //8	Date: 8-2-18

Instructions

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

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

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



Monterey County Board of Supervisors

Board Order

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

Agreement No.: A-13517

Upon motion of Supervisor Salinas, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 1 to the agreement with Healthcare Coding and Consulting Services, LLC for US-based remote medical record coding and consulting services, extending the agreement an additional two (2) year period (August 22, 2017 through August 21, 2019) for a revised full agreement term of August 22, 2016 through August 21, 2019, and adding \$570,000 for a revised total agreement amount not to exceed \$660,000.

PASSED AND ADOPTED on this 18th day of April 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 April 18, 2017.

Dated: April 27, 2017 File ID: A 17-078

Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

By Culpidale

Deputy

AMENDMENT NO. 1 TO SERVICES AGREEMENT

BETWEEN Healthcare Coding and Consulting Services, LLC. AND NATIVIDAD MEDICAL CENTER FOR

US-based remote medical record coding and consulting services

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on August 22, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Healthcare Coding and Consulting Services, LLC. (Hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for US- based remote medical record coding and consulting Services with a term August 22, 2016 through August 21, 2017 and a total Agreement amount not to exceed \$90,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend the term for an additional two (2) year period through August 21, 2019 and to increase the total Agreement amount by an additional \$570,000 for a revised amount not to exceed \$660,000.

AGREEMENT

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

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No 1, incorporated herein by this reference, except as specifically set forth below.

- 1. Section 2 / Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following: "NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A, subject to limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$660,000."
- 2. The first sentence of <u>Section 3 /Paragraph titled</u>, "TERM OF AGREEMENT" shall be amended to the following:

"The term of this Agreement is from August 22, 2016 through August 21, 2019, unless sooner terminated pursuant to the terms of this Agreement."

- 3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement and Amendment No. 1.
- 4. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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

NATIVIDAD MEDICAL CENTER	CONTRACTOR
By: Date:	Healthcare Coding and Consulting Services, LI CONTRACTOR's Business Name ***See instructions below*** By: (Signature of: Chair, President, or Vice-President)
APPROVED AS TO LEGAL PROVISIONS	William D. Cronin, CEO
By: Monterey County Deputy County Counsel	Name and Title Date: February 9th, 2017
Date: $3 - 9 - 17$	
APPROVED AS TO FISCAL PROVISIONS	By: (Signature of: Secretary, Asst. Secretary, CFC Treasurer, or Asst. Treasurer)
By: Monterey County Deputy Auditor/Controller	James S. Wantman, CFO Name and Title
Date:3/10/17	Date: February 9th, 2017
	Instructions If CONTRACTOR is a corporation; including li

- 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).

M Natividad MEDICAL CENTER

County of Monterey Agreement for Services (Not to Exceed \$100,000)

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Healthcare Coding and Consulting Services, LLC hereinafter "CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties.").

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

GENE	RAL	DESCR	IPTI	ON O	F SERVICES	TO E	BE PROVI	DED; 1	NMC hereb	y engages C	ONT	TRACTOR
to perf	orm,	and CON	ITRA	CTOR	hereby agrees	s to pe	rform, the	service	s described	in Exhibit A	in o	conformity
with	the	terms	of	the	Agreement.	The	services	are	generally	described	as	follows:
Provide	US-b	ased remo	ote me	dical re	cord coding and	l consu	lting service	s for Na	tividad Medi	cal Center.		

PAYMENTS BY NMC; NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$90,000.00

TERM OF AGREEMENT; the term of this Agreement is from August 22, 2016 through August 21, 2017 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

NMC reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS; the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions
Exhibit B: Insurance Modification Justification
Exhibit C: Business Associate Agreement

1. PERFORMANCE STANDARDS:

- 1.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.
- 1.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement.

CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

2. PAYMENT CONDITIONS:

- 2.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. NMC (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 2.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.
- 2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

3. TERMINATION:

- 3.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 3.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

4. INDEMNIFICATION:

4.1. CONTRACTOR shall indemnify, defend, and hold harmless NMC (hereinafter "County"), its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The CONTRACTOR shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.

5. INSURANCE:

5.1. Evidence of Coverage:

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

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

- 5.2. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.
- 5.3. <u>Insurance Coverage Requirements:</u> Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
- 5.4. <u>Commercial General Liability Insurance</u>, 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.)

١		Exemption/Modification	(Justification attached;	subject to approva
	, ,		(,	

5.5. <u>Business Automobile Liability Insurance</u>, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

/	Exemption/Modification	(Justification	attached;	subject to	approval
IV		(,	sucjett to	approxim,

3.6.	Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
	(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)
	Exemption/Modification (Justification attached; subject to approval)
5.7.	Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
	(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)
	Exemption/Modification (Justification attached; subject to approval)
041	Luguranos Deguiromenta:

6. Other Insurance Requirements:

- 6.1. All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.
- 6.2. Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 6.3. Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.
- 6.4. Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no

way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

6.5. CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

7. RECORDS AND CONFIDENTIALITY:

- 7.1. Confidentiality: CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.
- 7.2. <u>NMC Records</u>. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 7.3. Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 7.4. Access to and Audit of Records: NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 8. Royalties and Inventions: NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.
- 9. Non-Discrimination: During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all

federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

- 10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
- 11. Independent Contractor: In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.
- 12. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage perpaid mail to NMC and Contractor's contract administrators at the addresses listed below.

NATIVIDAD MEDICAL CENTER:

Natividad Medical Center Attn: Contracts Division Natividad Medical Center 1441Constitution Blvd Salinas, CA. 93906

FAX: 831-757-2592

CONTRACTOR:

Name: Healthcare Coding and Consulting Services, LLC
Attn: William D. Cronin, CEO
Address:8000 Summerlin Lakes Drive, Suite 200
City, State, Zip: Fort Myers, FL 33907
FAX: 239 443-3901
Email:

MISCELLANEOUS PROVISIONS:

- Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to 13.1 acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- Amendment. This Agreement may be amended or modified only by an instrument in writing signed 13.2 by NMC and the Contractor.
- Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed 13.3 by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

- 13.4 <u>Contractor</u>. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
- 13.5 Disputes, CONTRACTOR shall continue to perform under this Agreement during any dispute.
- Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 13.7 <u>Successors and Assigns</u>. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 13.8 <u>Compliance with Applicable Law.</u> The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 13.9 <u>Headings</u>. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 13.12 <u>Non-exclusive Agreement</u>. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 13.13 Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 13.14 <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 13.15 <u>Integration</u>. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations. Representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 13.16 <u>Interpretation of Conflicting Provisions</u>. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

Signature Page to follow

NATIVIDAD MEDICAL-CENTER	CONTRACTOR
By: Gary R. Gray, DOCCEO Date:	Healthcare Coding & Consulting Service Contractor's Business Name*** (see instruction of Chair, President, or Vice-President)
Approved as to Legal Provisions	William D. Cronin, President and CE Name and Title
By: Monterey County Deputy County Counsel	Date: August 1st 2016
Date: 8-10-16	By: Signature of Secretary, Asst. Secretary, or Asst. Treasurer)
Approved as to Fiscal Provisions	Jennifer E. Burnham, MSA, Treasure. Name and Title
Ву:	Date: August 1st, 2016
Monterey County Deputy Auditor/Controller Date:	*** Instructions: If CONTRACTOR is a corporation, including liability and non-profit corporations, the full leads to the corporation of the full leads to the corporation of the corpo

vices, LLC

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

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



Exhibit A – Additional Provisions and Scope of Services and Payment Provisions

Additional provisions and description of services and obligations between Healthcare Coding and Consulting Services LLC, (HCCS) and Natividad Medical Center (NMC).

- 1. In all instances, HCCS will be considered an Independent Contractor and will not be considered an employee or agent of Natividad Medical Center.
- 2. HCCS shall work with NMC to draft a "Coding Profile" that sets forth the coding procedure HCCS is to follow when coding for NMC. Coding Profile includes, but is not limited to, items such as E/M leveling, coding with or without a discharge summary, abstracting, physician querying, charge entry, and user permission requests. NMC may also use the HCCS standard hospital coding profile, which includes all usual and customary coding and abstracting elements. NMC may request modifications to the Coding Profile at any time.
- 3. HCCS shall assign sufficient coders to NMC account and NMC shall provide HCCS with sufficient accesses to information necessary to accurately code NMC's health records and meet turnaround time obligations. The information necessary to code said health records is determined by legal and statutory requirements, accepted industry standards, and supplemented by the Coding Profile. Upon receiving said health records, HCCS shall code said health records as set forth in the Coding Profile created by HCCS and approved by NMC. All coding shall be in compliance with all legal and statutory requirements. Medical records will be coded and returned to NMC for billing within an average of twenty-four (24) hours of their receipt by HCCS (excludes weekends and federal holidays).
- 4. To access and code health records, HCCS will use NMC's EHR (Meditech) and encoder (3M). HCCS coders will work within NMC's IS via VPN or Citrix environment to enter codes, abstract data, and generate charge codes as delineated in agreed upon NMC Profile.
- 5. HCCS warrants that the services will be performed in a good and workmanlike manner and will not be in violation of any federal or state laws, rules or regulations. The services shall conform to all CMS Medical Reporting requirements and will meet or exceed established guidelines.
- All HCCS coders coding at NMC will be US-based and will possess current RHIA, RHIT, CCS and/or CPC coding credentials.
- 7. HCCS's staff of coding auditors will conduct ongoing internal audits on HCCS coders, auditing a random sample of between 3% and 6% of all accounts coded with the monthly sample size for each coder capped at 25 accounts per facility and chart type. Provided that NMC has granted the necessary access to HCCS auditors, HCCS will send monthly audit reports to NMC within 45 days of each month's end, beginning with the first full month of coding at NMC. Customized reports are available on demand. Audit reports include the accuracy of each aspect of coding (e.g., ICD-10, CPT, E/M, POA, Modifiers, DRG, APC) broken down by facility,



chart type, and coder. This report will include details on coding errors and any action taken correct errors and prevent future errors. Auditors will immediately notify NMC of any coding errors that necessitate a rebill.

- 8. HCCS's standard for coding accuracy is 98%. If a coder scores below 95% accuracy in any month, corrective action is taken and documented in the monthly audit reports. Any time a coder falls below these levels, HCCS will increase sample size to at least 6% of the coder's total volume for the month. This larger sample size is typically focused on areas identified as weaknesses in the original audit sample. If a coder's accuracy is still below acceptable levels in the larger sample size, the coder is placed on concurrent audit status, meaning up to 100% of the coder's charts are reviewed by an auditor before the chart is finalized.
- 9. All HCCS Coders newly assigned to NMC will be concurrently audited by the designated account Auditor. This rate will begin at 100% and gradually reduce at the discretion of HCCS Auditor. No coder will be released from concurrent status until the HCCS Auditor is confident the coder will maintain HCCS and NMC accuracy standards. This concurrent auditing/training period is typically two weeks for coders new to HCCS and one week for established HCCS coders that are new to the NMC account.
 - a. For a period of one week following the start of new HCCS coders at NMC, average turnaround time for records assigned to new coders may exceed 24 hours, but will not exceed 48 hours; this is to accommodate the concurrent auditing process.
- 10. Should a payer subsequently deny any health records coded by HCCS, HCCS agrees to assist NMC in the reconsideration process. If the denial is due to a coding error, this assistance shall consist of the drafting defense for use in all necessary letters to the payer, supported by necessary documentation from the chart (provided by NMC), and consulting with NMC staff as to the best defensible position. HCCS will refund the amount paid to HCCS by NMC for coding of claims denied by payer due to coding errors.
- 11. Compensation: In consideration for the Services and in accordance with the schedule of payment set forth in the Pricing section of this exhibit, NMC shall certify the invoice(s) and forward to the Auditor-Controller. TNMC shall pay HCCS all undisputed amounts within thirty (30) days following receipt of an itemized invoice detailing the Services performed, date(s) of performance, and time required (if payment is on an hourly fee basis).
- 12. NMC have the right to audit or verify any or all of HCCS's work by any means it may deem appropriate.
- 13. NMC may terminate this contract at any time, without cause and with no notice. HCCS may terminate this Agreement at any time and without cause by providing 60 days' written notice.
 - a. If NMC is satisfied with HCCS services, but wishes to significantly decrease the volume of coding requested, HCCS requests that NMC gives HCCS as much notice as possible. This gives HCCS time to find alternative work for employees assigned to NMC, preventing both layoffs and the significant cost of retaining employees that have no work.
- 14. Non-solicitation: NMC shall not solicit or hire any employee of HCCS who has performed services for NMC under this Agreement during or within twelve (12) months following termination of this Agreement without the prior written consent of HCCS. If HCCS permits NMC to hire such employee during such prohibited time period, then NMC shall pay to HCCS a placement fee equal to 25% of such individual's starting annual salary with NMC.



- 15. This Agreement shall define the obligations of the parties regarding the services described herein. To the extent this Agreement is inconsistent with any prior agreements between the parties, this Agreement shall control and take precedence. No oral agreements between the parties exist.
- 16. Payments, notices and all other written communications between NMC and HCCS shall be given either in person, by United States postage prepaid, or by email or other electronic format, addressed as follows:

William D. Cronin, CEO HCCS 8000 Summerlin Lakes Drive, Suite 200 Fort Myers, FL 33907 email: bc@hccscoding.com

Phone: 239-443-3901

Natividad Medical Center Daniel Leon, CFO 1441 Constitution Blvd. Salinas CA 93906 LeonD@natividad.com Phone: 831 783-2561



Pricing

HCCS will invoice monthly. HCCS standard invoices are line itemed by coding type and quantity. Invoices are fully customizable to suit Natividad Medical Center's preferences.

Coding Specialty	Chart Type	Price Per Chart
	ED Facility or Pro (no E/M)	\$5.40
	ED Facility or Pro (with E/M)	\$6.00
ED	ED Facility & Pro (with one E/M)	\$8.50
	ED Facility & Pro (with both E/Ms)	\$9.75
	Urgent Care (with E/M)	\$5.80
	IP	\$26.00
IP	IP-HD (LOS >10 or charges > \$100k)	\$50.00
	IP Rehabilitation	\$35.00
OBS	OBS - Observation	\$18.50
	Clinic (Diagnosis and Procedure)	\$3.50
	Clinic (Diagnosis Only)	\$2.50
OP	LAB	\$2.10
OF	ONC - Oncology	\$2.40
	RAD - Radiology	\$2.70
	RCR - Reoccurring Accounts	\$3.10
SDS	IVR - Interventional Radiology	\$18.50
3D3	SDS - Same Day Surgery	\$13.50
	Pro IP	\$18.25
Due Fee*	Pro OBS	\$13.50
Pro Fee*	Pro SDS	\$12.50
	Pro Clinic**	\$6.50

^{*}All Physician chart prices include appropriate E/M coding.

Pricing is guaranteed for the original term of this Agreement.

Ninety days following the transition of NMC's ED coding to HCCS, NMC and HCCS will meet to analyze the productivity being achieved by HCCS coders for this ED coding.

For every percentage point beyond 10% above expected coding productivity (100 per day), HCCS will reduce the following quarter's invoice by 1%. In other words, if HCCS realizes a productivity level that is 15% higher than what we expected, and therefore based the per chart price on, HCCS will reduce the next quarter's invoice for ED coding by 5%. This will be repeated every 3 months until HCCS and NMC mutually agree that it is no longer necessary.

^{**}Pro Clinics can be broken down by specialty.

EXHIBIT B NATIVIDAD MEDICAL CENTER INSURANCE MODIFICATION JUSTIFICATION

Contractor: Healthcare Coding and Consulting Services, LLC

Services: Provide US-based remote medical record coding and consulting services

Business Automobile Liability Insurance Requirements

NMC and CONTRACTOR mutually agree CONTRACTOR is not required to comply with the auto insurance requirements as stated herein considering all services are performed off site; there is no risk or exposure regarding vehicles.

However, should the scope of services change at any time during the term of this Agreement, this modification will be re-evaluated by both NMC and CONTRACTOR and depending on the changes in scope, CONTRACTOR may be required to comply with the auto insurance requirements.

EXHISIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective July 7th , 20 16 ("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and Healthcare Coding and Consulting Services, LLC ("Business Associate") (each a "Party" and collectively the "Parties").

Business Associate provides certain services for Covered Entity ("Services") that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity ("PHI"). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 et. seq. apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 et seq. ("CMIA"), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules"). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI"), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. **DEFINITIONS**

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. PERMITTED USES AND DISCLOSURES OF PHI

- 2.1 Unless otherwise limited herein, Business Associate may:
- (a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, <u>provided</u> that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

- (b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;
- (c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);
- (d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);
- (e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
- (f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);
- (g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

- 3.1 <u>Responsibilities of Business Associate</u>. With regard to its use and/or disclosure of PHI, Business Associate shall:
 - (a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;
 - (b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.
 - (c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;
 - (d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents

agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

- (e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;
- (f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;
- (g) subject to <u>Section 4.4</u> below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;
- (h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;
 - (i) if all or any portion of the PHI is maintained in a Designated Record Set:
 - (i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and
 - (ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;
- (j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;
- (k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

- 3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:
 - (a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;
 - (b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and
 - (c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.
- 3.3 <u>Responsibilities of Covered Entity</u>. Covered Entity shall, with respect to Business Associate:
 - (a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;
 - (b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;
 - (c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;
 - (d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and
 - (e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. TERMS AND TERMINATION

- 4.1 <u>Term.</u> This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this <u>Article 4</u>. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in <u>Section 5.1</u> herein.
- 4.2 <u>Termination</u>. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; <u>provided</u>, <u>however</u>, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.
- 4.3 <u>Automatic Termination</u>. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.
- 4.4 <u>Effect of Termination</u>. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(l) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. MISCELLANEOUS

- 5.1 <u>Survival</u>. The respective rights and obligations of Business Associate and Covered Entity under the provisions of <u>Sections 4.4, 5.1, 5.6</u>, and <u>5.7</u>, and <u>Section 2.1</u> (solely with respect to PHI that Business Associate retains in accordance with <u>Section 4.4</u> because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, <u>Section 3.1(i)</u> shall survive termination of this Agreement, <u>provided</u> that Covered Entity determines that the PHI being retained pursuant to <u>Section 4.4</u> constitutes a Designated Record Set.
- 5.2 <u>Amendments; Waiver.</u> This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- 5.3 <u>No Third Party Beneficiaries.</u> Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 <u>Notices</u>. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Salinas, CA 93906

]	Healthcare Coding and Consulting Services
-	8000 Summerlin Lakes Drive, Suite 200
Ī	Fort Myers, FL 33907
Ā	Attn: William D. Cronin, CEO
F	Phone: 239-443-3901
	Fax: 239-443-1484
If to	Covered Entity, to:
ı	Natividad Medical Center (County of Monterey)
-	1441 Constitution Blvd
_	

Attn: Contracts Division
Phone: 831-755-4111

Fax: 831-757-2592

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

- 5.5 <u>Counterparts; Facsimiles</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- 5.6 <u>Choice of Law; Interpretation.</u> This Agreement shall be governed by the laws of the State of California; as <u>provided</u>, <u>however</u>, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.
- Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

[BUSINESS ASSOCIATE]	COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER
By: MWW	By:
Print Name: William D. Cronin	Print Name: 50
Print Title: CEO	Print Title:
Date: July 7th, 2016	Date:



Monterey County

Item No.20

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

September 14, 2021

Board Report

Legistar File Number: A 21-427

Introduced: 8/25/2021 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 renewal and amendment No. 6 to the agreement (A-12753) with RBB Architects Inc. for architectural services for the Radiology Modernization Project at NMC pursuant to the Request for Qualifications (RFQ) # 9600-54, extending the agreement an additional four (4) month period (June 1, 2021 through October 1, 2021) for a revised full agreement term of September 23, 2014 through October 1, 2021.

It is recommended the Board of Supervisors:

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 6 to the agreement (A-12753) with RBB Architects Inc. for architectural services for the Radiology Modernization Project at NMC pursuant to the Request for Qualifications (RFQ) # 9600-54, extending the agreement an additional four (4) month period (June 1, 2021 through October 1, 2021) for a revised full agreement term of September 23, 2014 through October 1, 2021.

SUMMARY/DISCUSSION:

NMC is in the construction stage of modernizing the Radiology Department on the first floor of Building 500. The Radiology Department is adding two new Computerized Tomography (CT) scanners, a new Magnetic Resonance Imaging (MRI) as well as creating an Angiography hybrid suite for Interventional Radiology (IR).

The construction was originally forecasted to occur over a 24-month period, with construction occurring into 4 phases to maintain services during the remodel. Construction started on September 4, 2018, and has currently completed 98% of the project. The Office of Statewide Health Planning and Development (OSHPD) requested a fully comprehensive building air balance report in area's that the air handler units in addition to the exhaust fans to verify air exchanges have not been changed this has caused a delay in occupancy. In addition to the air balance report the contractor is finalizing the commissioning of the new equipment and programing the Building Management System (BMS). Lastly during the project, a temporary hot lab, which supports the nuclear medicine procedure room has be verified by the state. State will determine based on a wipe test that there is not radiation hot spots outside of normal limits within the room. This test could take up to six additional weeks. The project has exceed the original project schedule and now is anticipated to be completed by the end of August of 2021. The remaining term of the contract will be billed as-needed through October 31, 2021. The cost for this add service will be \$84,000.

The project may exceed the original forecasted time frame, but NMC believes the project will come in at or below budget.

This Renewal and Amendment No. 6 will include extending the term of the agreement additional four (4) month period (June 1, 2021 through October 1, 2021) for a revised full agreement term of September 23, 2014 through October 1, 2021. A transfer of \$84,000 will be made from the approved capital project.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this renewal and amendment No. 6 as to legal form, and the Auditor-Controller has reviewed and approved as to payment provisions. This Agreement was reviewed and approved by Natividad's Finance Committee and by its Board of Trustees on August 13, 2021.

FINANCING:

The cost for Renewal and Amendment No. 6 is \$84,000 of which is included in the project contingency. There is no impact to the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Attachments on file with the Clerk of the Board



Monterey County

Item No.

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

September 14, 2021

Board Report

Legistar File Number: A 21-427

Introduced:8/25/2021Current Status:Agenda ReadyVersion:1Matter Type:BoS Agreement

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 6 to the agreement (A-12753) with RBB Architects Inc. for architectural services for the Radiology Modernization Project at NMC pursuant to the Request for Qualifications (RFQ) # 9600-54, extending the agreement an additional four (4) month period (June 1, 2021 through October 1, 2021) for a revised full agreement term of September 23, 2014 through October 1, 2021.

It is recommended the Board of Supervisors:

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 6 to the agreement (A-12753) with RBB Architects Inc. for architectural services for the Radiology Modernization Project at NMC pursuant to the Request for Qualifications (RFQ) # 9600-54, extending the agreement an additional four (4) month period (June 1, 2021 through October 1, 2021) for a revised full agreement term of September 23, 2014 through October 1, 2021.

SUMMARY/DISCUSSION:

NMC is in the construction stage of modernizing the Radiology Department on the first floor of Building 500. The Radiology Department is adding two new Computerized Tomography (CT) scanners, a new Magnetic Resonance Imaging (MRI) as well as creating an Angiography hybrid suite for Interventional Radiology (IR).

The construction was originally forecasted to occur over a 24-month period, with construction occurring into 4 phases to maintain services during the remodel. Construction started on September 4, 2018, and has currently completed 98% of the project. The Office of Statewide Health Planning and Development (OSHPD) requested a fully comprehensive building air balance report in area's that the air handler units in addition to the exhaust fans to verify air exchanges have not been changed this has caused a delay in occupancy. In addition to the air balance report the contractor is finalizing the commissioning of the new equipment and programing the Building Management System (BMS). Lastly during the project, a temporary hot lab, which supports the nuclear medicine procedure room has be verified by the state. State will determine based on a wipe test that there is not radiation hot spots outside of normal limits within the room. This test could take up to six additional weeks. The project has exceed the original project schedule and now is anticipated to be completed by the end of August of 2021. The remaining term of the contract will be billed as-needed through October 31, 2021. The cost for this add service will be \$84,000.

The project may exceed the original forecasted time frame, but NMC believes the project will come in at or below budget.

This Renewal and Amendment No. 6 will include extending the term of the agreement additional four (4) month period (June 1, 2021 through October 1, 2021) for a revised full agreement term of September 23, 2014 through October 1, 2021. A transfer of \$84,000 will be made from the approved capital project.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this renewal and amendment No. 6 as to legal form, and the Auditor-Controller has reviewed and approved as to payment provisions. This Agreement was reviewed and approved by Natividad's Finance Committee and by its Board of Trustees on August 13, 2021.

FINANCING:

The cost for Renewal and Amendment No. 6 is \$84,000 of which is included in the project contingency. There is no impact to the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Improve patient care.	
Economic DevelopmentAdministration	
Health and Human Services	
\underline{X} Infrastructure	
Public Safety	
Prepared by: Brian Griffin, Project Manager, 783-2605	
Approved by: Charles Harris, MD, Interim Chief Executive Officer, 783-2504	
Approved by. Charles Hairis, MD, Interim Chief Executive Officer, 763-2304	
Attachments:	
RBB Architects Inc. Renewal and Amendment No. 6	
RBB Architects Inc. Renewal and Amendment No. 5	
RBB Architects Inc. Amendment No. 4	
RBB Architects Inc. Amendment No. 3	
RBB Architects Inc. Amendment No. 2	
RBB Architects Inc. Amendment No. 1	
RBB Architects Inc. Agreement	
Spend Sheet	
Attachments on file with the Clerk of the Board	
Dr. Charles R. Harris	8/27/21
Dr. Charles R. Harris, Interim Chief Executive Officer	Date

RENEWAL AND AMENDMENT NO. 6 TO THE SERVICES AGREEMENT BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND RBB ARCHITECTS INC. FOR RADIOLOGY MODERNIZATION PROJECT

This Renewal and Amendment No. 6 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and RBB Architects Inc. (hereinafter "CONTRACTOR"); From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and RBB Architects had previously entered into an Agreement for Services (hereinafter "Agreement") on September 23, 2014 to provide architectural services to NMC for a three-year term and a total Agreement amount not to exceed \$862,450; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on March 1, 2016 via Amendment No. 1 to modify the scope of work and to add an additional \$354,900, thereby increasing the total Agreement amount to \$1,217,350 with no change to the term end date; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2016 via Amendment No. 2 to extend it for an additional two (2) year period through June 30, 2019 to allow for services to continue with revisions to the original scope of work with a \$1,307,000 increase for the added services for a total Agreement amount of \$2,524,350; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on April 24, 2019 via Amendment No. 3 to extend it for an additional fourteen (14) month period through August 31, 2020 to allow for completion of the project with no change to the original scope of work or total agreement amount.; and

WHEREAS, NMC and CONTRACTOR amended and renew the Agreement via Amendment No. 4 to extend it for an additional six (6) month period through February 28, 2021 (August 31, 2020 through February 28, 2021) for revised full agreement term of September 23, 2014 through February 28, 2021 to allow for series to continue with additions to the original scope of work and transfer \$204,000 from the Radiology Modernization capital project fund, for a total Agreement amount of \$2,728,350.

WHEREAS, the Agreement expired on February 28, 2021; and

WHEREAS, NMC and CONTRACTOR amended and renew the Agreement via Renewal and Amendment No. 5 to extend it for an additional three (3) month period through May 31, 2021 (February 28, 2021 through May 31, 2021) for revised full agreement term of September 23, 2014 through May 31, 2021 to allow for services to continue with additions to the original scope of work via Exhibit A-5 per Amendment No. 5 and transfer \$114,000 from the Radiology Modernization capital project fund, for a total Agreement amount of \$2,842,350.

WHEREAS, the Agreement expired on May 31, 2021; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning June 1, 2021 and to extend the term for an additional four (4) month period through October 1, 2021 (June 1, 2021 through October 1, 2021) for revised full agreement term of September 23, 2014 through October 1, 2021, to allow services to continue with additions to the original scope of work via Exhibit A-6 per Renewal and Amendment No.6 and

Renewal & Amendment No. 6 to Agreement With RBB Architects Inc. for Radiology Modernization project transfer \$84,000 to allow for services to continue to allow for completion of the Radiology Modernization capital project fund, for a total amount of \$2,926,350.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

- 1. Paragraph titled "TERM OF AGREEMENT", first sentence shall be amended to the following:
 "The term of this Agreement is from September 23, 2014 through October 1, 2021 unless sooner terminated pursuant to the terms of this Agreement."
- 2. Section 2, "PAYMENTS BY COUNTY" shall be amended to the following; "NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-2 Per Amendment No. 2, Exhibit A-4 per Amendment No. 4" plus Exhibit A-5 per Amendment No. 5 and Exhibit A-6 per Renewal and Amendment No.6, subject to the limitations set forth in the Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$2,926,350.
- 3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 6 and shall continue in full force and effect.
- 4. A copy of this Renewal and Amendment No. 6 shall be attached to the Original Agreement.
- 5. This Renewal and Amendment No. 6 shall be effective when signed by both parties.

COUNTY OF MONTEREY on behalf of	
NATIVIDAD MEDICAL CENTER	CONTRACTOR
By:	RBB ARCHITECTS INC
By: Charles R, Harris, Interim CEO	CONTRACTOR's Business Name
	Signature instructions below
Date:	
	By: Signature of Chair, President, or Vice-President)
	(Signature of Chair, President, or Vice-President)
ADDDOVED AS TO LECAL DROVISIONS	
APPROVED AS TO LEGAL PROVISIONS	SYLVIA BOTERO, PRESIDENT
	Name and Title
By: Monterey County Deputy County Counsel	AUGUST 5, 2021
Monterey County Deputy County Counsel	Date:
Date:	
	Calli Canter
	By: (Signature of Secretary, Asst. Secretary,
APPROVED AS TO FISCAL PROVISIONS	CFO, Treasurer, or Asst. Treasurer)
By:	SYLVIA BOTERO, TREASURER
Monterey County Chief Deputy Auditor-Controller	Name and Title
Date:	Date: AUGUST 5, 2021
	I and the second

***SIGNATURE INSTRUCTIONS**

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. (2 signatures required)

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. (2 signatures required)

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement. (1 signature required)

Renewal & Amendment No. 6 to Agreement With RBB Architects Inc. for Radiology Modernization project



RBB ARCHITECTS INC

Joseph A. Balbona, AIA

Arthur E. Border, AIA Sylvia Botero, AIA

10980 Wilshire Boulevard

Kevin Boots, AIA

Los Angeles, CA 90024-3905

T: 310 473 3555

www.rbbinc.com

3685 Mt. Diablo Blvd

888 473 2659

Suite 360

Lafayette, CA

94549-6823

June 28, 2021

Ms. Andrea Rosenberg
Assistant Administrator, Operations and Support Services
Natividad Medical Center
1441 Constitution Blvd.
Salinas, CA 93906

RE:

Radiology Modernization Project, Building 500 - RFQ #9600-54

Add Service 18 – Extended Construction Administration – Project Close Out RBB # 1412600

Dear Andrea,

RBB Architects Inc respectfully submits a fee proposal for added scope to our Basic Services contract related to the close out of the Construction Administration Services for the Radiology Modernization Project in Building 500 at Natividad Medical Center.

Scope of Work

- In accordance to the RFP RBB's Base Contract included 6 months of Construction Administration and a maximum of two (2) phases.
- Previous Add Services include an extension of 29 months, for a total of 35 months, with a completion date anticipated to be May 31, 2021.
- The current anticipated schedule has a completion date of October 1, 2021; delays are
 associated with overall impact of COVID 19 to the construction process, and commissioning and
 close out of the project.
- This proposal includes additional scope to properly close out the CA support by the A/E team.

Fees

The design team requests extended Construction Administration Services in the amount of \$21,000 per month; reimbursables expenses are included. Total additional fee is in the amount \$84,000.

We appreciate the opportunity to provide this proposal and look forward to continuing a long-lasting relationship with Natividad Medical Center.

Respectfully,

Acceptance:

RBB ARCHITECTS INC

Natividad Medical Center

Sylvia Botero, AIA, President

Mile Boten

PROPOSAL: Add



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 Mary L. Adams, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-12753; Amendment No.: 5

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Renewal & Amendment No. 5 to the agreement (A-12753) with RBB Architects Inc. for architectural services for the Radiology Modernization Project at NMC pursuant to the Request for Qualifications (RFQ) # 9600-54, extending the agreement an additional three (3) month period (March 1, 2021 through May, 31, 2021) for a revised full agreement term of September 23, 2014 through May 31, 2021.

PASSED AND ADOPTED on this 20th day of April 2021, by roll call vote:

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

NOES: None ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 20, 2021.

Dated: April 28, 2021 File ID: A 21-079 Agenda Item No.: 34 Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Julian Lorenzana, 1690

RENEWAL AND AMENDMENT NO. 5 TO THE SERVICES AGREEMENT BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND RBB ARCHITECTS INC. FOR RADIOLOGY MODERNIZATION PROJECT

This Renewal and Amendment No. 5 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and RBB Architects Inc. (hereinafter "CONTRACTOR"); From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and RBB Architects had previously entered into an Agreement for Services (hereinafter "Agreement") on September 23, 2014 to provide architectural services to NMC for a three-year term and a total Agreement amount not to exceed \$862,450; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on March 1, 2016 via Amendment No. 1 to modify the scope of work and to add an additional \$354,900, thereby increasing the total Agreement amount to \$1,217,350 with no change to the term end date; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2016 via Amendment No. 2 to extend it for an additional two (2) year period through June 30, 2019 to allow for services to continue with revisions to the original scope of work with a \$1,307,000 increase for the added services for a total Agreement amount of \$2,524,350; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on April 24, 2019 via Amendment No. 3 to extend it for an additional fourteen (14) month period through August 31, 2020 to allow for completion of the project with no change to the original scope of work or total agreement amount.; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement via Amendment No. 4 to extend it for an additional six (6) month period through February 28, 2021 (August 31, 2020 through February 28, 2021) for revised full agreement term of September 23, 2014 through February 28, 2021 to allow for series to continue with additions to the original scope of work and transfer \$204,000 from the Radiology Modernization capital project fund, for a total Agreement amount of \$2,728,350.

WHEREAS, the Agreement expired on February 28, 2021; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning March 1, 2021 and to extend the term for an additional three (3) month period through May 31, 2021 (February 28, 2021 through May 31, 2021) for revised full agreement term of September 23, 2014 through May 31, 2021 to allow for services to continue with additions to the original scope of work via Exhibit A -5 per Amendment No.5 and transfer \$114,000 to allow for completion of the Radiology Modernization capital project fund, for a total amount of \$2,842,350.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

- 1. Paragraph titled "TERM OF AGREEMENT", first sentence shall be amended to the following: "The term of this Agreement is from September 23, 2014 through May 31, 2021 unless sooner terminated pursuant to the terms of this Agreement."
- 2. Section 2, "PAYMENTS BY COUNTY" shall be amended to the following; "NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-2 Per Amendment No. 2, Exhibit A-4 per Amendment No. 4" plus Exhibit A-5 per Amendment No. 5, subject to the limitations set forth in the Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$2,842,350.
- 3. <u>Section 6</u>. Section 6, DESIGN PROFESSIONAL INDEMNIFICATION, is hereby amended and restated to read in its entirety as follows
 - "6. DESIGN PROFESSIONAL INDEMNIFICATION.
 - 6.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.
 - 6.2 Indemnification for Design Professional Services Claims:
 CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such
 - 6.3 Indemnification for All Other Claims or Loss:

action regarding unpaid defense costs.

For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by COUNTY, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY."

- 4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect.
- 5. A copy of this Amendment No. 5 shall be attached to the Original Agreement.
- 6. This Amendment No. 5 shall be effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 5 as follows:

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER	CONTRACTOR
Print The Man D. Man	RBB Architects Inc
By: <u>Dr. Gary R. Gray</u> Gary R . Gray DO, GEO	CONTRACTOR's Business Name **Signature instructions below**
Date: 4/30/2/	By:(Signature of Chair, President, or Vice-President)
	(Signature of Chair, President, or Vice-President)
APPROVED AS TO LEGAL PROVISIONS	Sylvia Botero - President
0	Name and Title
By: Hacy Sounty Deputy County Counsel	April 29, 2021
Date: 4/29/2021	
	By:(Signature of Secretary, Asst. Secretary,
APPROVED AS TO FISCAL PROVISIONS	(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
By:gary k gibonsy Monterey County Chief Deputy Auditor-Controller	Sylvia Botero, Treasurer
Monterey County Chief Deputy Auditor-Controller	Name and Title
4-30-2021 Date:	Date:April 29, 2021

***<u>SIGNATURE INSTRUCTIONS</u>**

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. (2 signatures required)

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. (2 signatures required)

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement. (1 signature required)



RBB ARCHITECTS INC

Joseph A. Balbona, AIA

10980 Wilshire Boulevard Los Angeles, CA

Arthur E. Border, AIA Sylvia Botero, AIA

Kevin Boots, AIA

90024-3905

T: 310 473 3555

www.rbbinc.com

3685 Mt. Diablo Blvd

888 473 2659

Suite 360 Lafayette, CA 94549-6823 February 5, 2021

Ms. Andrea Rosenberg

Assistant Administrator, Operations and Support Services

Natividad Medical Center

1441 Constitution Blvd.

Salinas, CA 93906

RE:

Radiology Modernization Project, Building 500 - RFQ #9600-54 Add Service 17 – Extended Construction Administration 3 Months RBB # 1412600

Dear Andrea,

RBB Architects Inc respectfully submits a fee proposal for added scope to our Basic Services contract related to the extension of Construction Administration Services for the Radiology Modernization Project in Building 500 at Natividad Medical Center.

Scope of Work

- In accordance to the RFP RBB's Base Contract included 6 months of Construction Administration and a maximum of two (2) phases.
- Previous Add Services include an extension of 26 months, for a total of 32 months, with a completion date anticipated to be February 28, 2021.
- The current anticipated schedule has a completion date of May 31, 2021; delays are associated with impact of COVID 19 to the construction process.
- This proposal includes 3 additional months of CA support by the A/E team.

Exclusions

CA support beyond a total of 36 months.

Fees

The design team requests extended Construction Administration Services in the amount of \$38,000 per month; reimbursables expenses are included. Total fee is in the amount \$114,000.

We appreciate the opportunity to provide this proposal and look forward to continuing a long-lasting relationship with Natividad Medical Center.

Respectfully,

Acceptance:

RBB ARCHITECTS INC

Natividad Medical Center

Dr. Gary R. Gray

Sylvia Botero, AIA, President

Mile Boten

PROPOSAL: Add Services for Natividad Medical Center



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 Mary L. Adams seconded by Supervisor John M. Phillips to approve Consent Calendar Item Numbers 13 through 36 excluding Consent Item No.16 which was pulled via the additions and corrections and Item No. 32.1 which will have a separate vote taken on it.

Agreement No.: A-12753, Amendment No. 4

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 4 to the agreement (A-12753) with RBB Architects Inc. for architectural services for the Radiology Modernization Project at NMC pursuant to the Request for Qualifications (RFQ) # 9600-54, extending the agreement an additional six (6) month period (August 31, 2020 through February, 28, 2021) for a revised full agreement term of September 23, 2014 through February 28, 2021.

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

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

NOES: None ABSENT: None

(Government Code 54953)

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

Dated: September 1, 2020

File ID: A 20-346 Agenda Item No.: 15 Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Joel G. Pablo, Deputy

AMENDMENT NO. 4 TO SERVICES AGREEMENT BETWEEN RBB ARCHITECTS INC. AND NATIVIDAD MEDICAL CENTER FOR RADIOLOGY MODERNIZATION PROJECT

This Amendment No. 4 to the Services Agreement ("Agreement") which was effective on September 23, 2014 is entered into by and between the County of Monterey (hereinafter "County"), on behalf of Natividad Medical Center (hereinafter "NMC"), and RBB Architects Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for CONTRACTOR to provide architectural services for the Radiology Modernization Project per RFQ # 9600-54 with a term September 23, 2014 through June 30, 2017 and a total Agreement amount not to exceed \$862,450; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on March 1, 2016 via Amendment No. 1 to modify the scope of work and to add an additional \$354,900, thereby increasing the total Agreement amount to \$1,217,350 with no change to the term end date; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2016 via Amendment No. 2 to extend it for an additional two (2) year period through June 30, 2019 to allow for services to continue with revisions to the original scope of work with a \$1,307,000 increase for the added services for a total Agreement amount of \$2,524,350; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on April 24, 2019 via Amendment No. 3 to extend it for an additional fourteen (14) month period through August 31, 2020 to allow for completion of the project with no change to the original scope of work or total agreement amount.; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement via Amendment No. 4 to extend it for an additional six (6) month period through February 28, 2021 (August 31, 2020 through February 28, 2021) for revised full agreement term of September 23, 2014 through February 28, 2021 to allow for services to continue with additions to the original scope of work and transfer \$204,000 from the Radiology Modernization capital project fund, for a total Agreement amount of \$2,728,350.

AGREEMENT

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

The Agreement is hereby amended on the terms and conditions as set forth in the Agreement, except as specifically set forth below.

- 1. Paragraph titled "TERM OF AGREEMENT", first sentence shall be amended to the following: "The term of this Agreement is from September 23, 2014 through February 28, 2021 unless sooner terminated pursuant to the terms of this Agreement."
- 2. Section 2, "PAYMENTS BY COUNTY" shall be amended to the following; "NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-2 Per Amendment No. 2" plus Exhibit A-4 per Amendment No. 4, subject to the limitations set forth in the Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement, shall not exceed the sum of \$2,728,350.
- 3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect.

- 4. A copy of this Amendment No. 4 shall be attached to the Original Agreement.
- 5. This Amendment No. 4 shall be effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER	CONTRACTOR
By: Dr. Gary R. Gray Gary R. Gray, DQ, CEQ	RBB Architects Inc. CONTRACTOR's Business Name
Date: 9/9/20	By: Schin Point Win Point Deliver
APPROVED AS TO LEGAL PROVISIONS	(Signature of: Chair, President, or Vice-President) Sylvia Botero, President Name and Title
By: Montage County Deputy County Counsel	Date: August 17, 2020
Date: 8/18/2020	By: Mile Boters
APPROVED AS TO FISCAL PROVISIONS	(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
TAT NOVED AS TO PISCAL I ROVISIONS	Sylvia Botero, Treasurer
By: gary k gibonsy Monterey County Deputy Audtor/Controller	Name and Title
Monterey County Beputy Auditor/Controller	Date:August 17, 2020
Date:	state to the state of the state
	Instructions
	If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of

required).

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).

the corporation shall be set forth above together with the signatures of two specified officers (two signatures

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

Exhibit A-4-Additional Scope of Work



June 26, 2020

Ms. Andrea Rosenberg

Assistant Administrator, Operations and Support Services

Natividad Medical Center

1441 Constitution Blvd.

Salinas, CA 93906

RE:

Radiology Modernization Project, Building 500 - RFQ #9600-54 Add Service 15 – Extended Construction Administration 6 months RBB # 1412600

Dear Andrea,

RBB Architects Inc respectfully submits a fee proposal for added scope to our Basic Services contract related to the extension of Construction Administration Services for the Radiology Modernization Project in Building 500 at Natividad Medical Center.

Scope of Work

- In accordance to the RFP RBB's Base Contract included 6 months of Construction Administration and a maximum of two (2) phases.
- Previous Add Services include an extension of 20 months, for a total of 26 months, with a completion date anticipated to be August 31, 2020.
- The current anticipated schedule has a completion date of February 28, 2021.
- This proposal includes 6 additional months of CA support by the A/E team.

Exclusions

CA support beyond a total of 32 months.

Fees

RBB's original fee proposal stipulated additional professional services for extended Construction Administration Services in the amount of \$38,800 per month, and reimbursables at \$1,200 per month bringing the total including reimbursable to \$40,000 per month.

Our current request in the amount of \$27,000 per month, reflects a significant reduction of our monthly fees for the last 6 months of construction and close out. The total anticipated lump sum for 6 additional months beyond the current contract will be a lump sum of \$162,000, which will be invoiced on a monthly basis, as the fees are earned, and will not invoiced if the project is complete and the design team is no longer required to support the project.

We appreciate the opportunity to provide this proposal and look forward to continuing a long-lasting relationship with Natividad Medical Center.

RBB ARCHITECTS INC

Joseph A. Balbona, AIA Arthur E. Border, AIA Sylvia Botero, AIA Kevin Boots, AIA

10980 Wilshire Boulevard Los Angeles, CA 90024-3905

> T: 310 473 3555 888 473 2659 www.rbbinc.com

3685 Mt. Diablo Blvd Suite 360 Lafayette, CA 94549-6823



July 22, 2020

Ms. Andrea Rosenberg
Assistant Administrator, Operations and Support Services
Natividad Medical Center
1441 Constitution Blvd.
Salinas, CA 93906

RE: Radiology Modernization Project, Building 500 - RFQ #9600-54 RBB # 1412600

Add Service 18 - MEP & Architectural Feasibility Study, Angio Room Modifications

RBB ARCHITECTS INC

Joseph A. Balbona, AIA Sylvia Botero, AIA Kevin Boots, AIA

10980 Wilshire Boulevard Los Angeles, CA 90024-3905

> T: 310 473 3555 888 473 2659 www.rbbinc.com

3685 Mt. Diablo Blvd Suite 360 Lafayette, CA 94549-6823 Dear Andrea,

RBB Architects Inc respectfully submits a fee proposal for added scope to our Basic Services contract in response to the request for the design team to evaluate the architectural and MEP impacts to the project in the event the Angio room program changes.

The team understands that the new Director of Cardiovascular is interested in having an Angio/IR room to do procedures they are currently doing in the IR Trailer. As stated by NMC, the list of approved procedures Title 22 appears to be out of date; procedures would need to be submitted to CDPH for approval as a Title 22 Program Flex. In the review of the Program Flex it is possible that for some of the procedures CDPH may require 12 ACH (Air Changes per Hour) of 100% outside air or, if the supply air includes return air, 20 ACH instead of the 15 ACH required by the building code for Angio and Interventional Radiology. For general infection control he prefers 100% outside air if possible.

Scope of Work

- Develop options and impact to change AHU-4 to 100% outside air
 - Assess Required Modifications to AHU-4
 - Optional Modifications to AHU-4
 - Evaluate option to manually change from 100% OSA to recirculated air during heat waves
- Options and impact to change Angio to 20 ACH
- Evaluate adding a door to separate the Control Room from the Procedure room as adopted in the 2016 California Building Code.
- Develop recommendations and select system to be implemented.

Assumptions

- Equipment remains the same.
- Reviews are limited to the project area
- Work to be a part of the current project and subject to the 2013 California Building Codes.

Exclusions



- Design modification documentation
- Additional scope beyond work noted above.
- Replacement of entire AHU sections such as replacement of the AHU cooling or heating coils.
- Modifications that necessitate structural or electrical upgrades.

Fees

The fee for additional services is anticipated to be a lump sum of \$13,000; this fee includes reimbursable expenses.

Future Scope

- In the event an option selected is required to be implemented, the estimated ROM fee
 will be in the \$29,000 range; this would include contract documents for modification
 of AHU-4 (not including zone level adjustments to capture potential airflow reduction
 to have 100% OA system), vs. approximately \$9,000 for making room level changes in
 the Angio Room only.
- Scope includes: revisions to the documents, submittal to OSHPD for approval and CA for implementation of scope of work.
- This scope will be evaluated and submitted as a separate fee proposal once an option sis selected.

We appreciate the opportunity to provide this proposal and look forward to continuing a long-lasting relationship with Natividad Medical Center.



Monterey County Board of Supervisors

168 W. Alisal Street, 1st Floor Salinas, CA 93901 831,755,5066

Board Order

Agreement No. A-12753, Amendment No. 3

A motion was made by Supervisor Jane Parker, seconded by Supervisor Luis A. Alejo to:

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 3 to the agreement (A-12753) with RBB Architects Inc. for architectural services for the Radiology Modernization Project at NMC pursuant to the Request for Qualifications (RFQ) # 9600-54, extending the agreement a fourteen (14) month period (July 1, 2019 through August 31, 2020) for a revised full agreement term of September 23, 2014 through August 31, 2020, with no change to the original scope of work or total agreement amount.

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 19-063 Agenda Item No. 18 Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Valerie Ralph, Clerk of the Board

AMENDMENT NO. 3 TO SERVICES AGREEMENT BETWEEN RBB ARCHITECTS INC. AND NATIVIDAD MEDICAL CENTER FOR RADIOLOGY MODERNIZATION PROJECT

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on September 23, 2014 is entered into by and between the County of Monterey (hereinafter "County"), on behalf of Natividad Medical Center (hereinafter "NMC"), and RBB Architects Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for CONTRACTOR to provide architectural services for the Radiology Modernization Project per RFQ # 9600-54 with a term September 23, 2014 through June 30, 2017 and a total Agreement amount not to exceed \$862,450; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on March 1, 2016 via Amendment No. 1 to modify the scope of work and to add an additional \$354,900, thereby increasing the total Agreement amount to \$1,217,350 with no change to the term end date; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2016 via Amendment No. 2 to extend it for an additional two (2) year period through June 30, 2019 to allow for services to continue with revisions to the original scope of work with a \$1,307,000 increase for the added services for a total Agreement amount of \$2,524,350; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional fourteen (14) month period through August 31, 2020 to allow for completion of the project with no change to the original scope of work or total agreement amount.

AGREEMENT

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

The Agreement is hereby amended on the terms and conditions as set forth in the Agreement, except as specifically set forth below.

- 1. Paragraph titled "TERM OF AGREEMENT", first sentence shall be amended to the following: "The term of this Agreement is from September 23, 2014 through August 31, 2020 unless sooner terminated pursuant to the terms of this Agreement."
- 2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect.
- 3. A copy of this Amendment No. 3 shall be attached to the Original Agreement.
- 4. This Amendment No. 3 shall be effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER	CONTRACTOR
By: Cary R. Gray, DO, CEO	RBB Architects Inc.
March	CONTRACTOR's Business Name ***See instructions below***
Date: 4 Aut 7	By: Signature of: Chair, President, or Vice-President)
APPROVED AS TO LEGAL PROVISIONS	SYLVIA BOTERO, PRO Name and Title
By: Monterey County Deputy County Counsel	Name and Title O3 111 /19 Date:
Date: 3 · 20 · 19	By:
APPROVED AS TO FISCAL PROVISIONS	(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
By:Monterey County Deputy Auditor/Controller	Joseph Balbma, Seccion Name and Title
Date:	Date: 03.08.19

Instructions

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

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

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



Monterey County Board of Supervisors

Board Order

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

Agreement No.: A-12753

Upon motion of Supervisor Alejo, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 2 to the agreement (A-12753) with RBB Architects for the Radiology Modernization Project at NMC, extending the agreement an additional two (2) year period (July 1, 2017 through June 30, 2019) for a revised full agreement term of September 23, 2014 through June 30, 2019, and adding \$1,307,000 for a revised total agreement amount not to exceed \$2,524,350.

PASSED AND ADOPTED this 23rd day of May 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 May 23, 2017.

Dated: May 23, 2017 File ID: A 17-120 Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

Deputy

AMENDMENT NO. 2 TO SERVICES AGREEMENT BETWEEN RBB ARCHITECTS, INC. AND NATIVIDAD MEDICAL CENTER FOR

ARCHITECTURAL SERVICES FOR THE RADIOLOGY MODERNIZATION PROJECT PER RFQ #9600-54

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on September 23, 2014 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and RBB Architects, Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Architectural Services for the Radiology Modernization Project per RFP # 9600-54 with a term September 23, 2014 through June 30, 2017 and a total Agreement amount not to exceed \$862,450; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on March 1, 2016 via Amendment No. 1 to modify the scope of work and to add an additional \$354,900, thereby increasing the total Agreement amount to \$1,217,350 with no change to the term end date; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period through June 30, 2019 and to modify the original scope of work attached hereto as "Exhibit A-2 per Amendment No. 2" with a \$1,307,000 increase for the added services which went into effect on July 1, 2016 for a total Agreement amount of \$2,524,350.

AGREEMENT

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

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

- 1. Section 2 titled, "PAYMENTS BY COUNTY" shall be amended to the following:

 "NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in

 EXHIBIT A plus EXHIBIT A-2 attached hereto this Amendment No. 2. The total amount payable
 by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$2,524,350."
- 2. The first sentence of Section 3 titled, "TERM OF AGREEMENT" shall be amended to the following: "The term of this Agreement is from September 23, 2014 through June 30, 2019 unless sooner terminated pursuant to the terms of this Agreement."
- 3. Section 4 titled, "ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following: "The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions

Exhibit A-1: Additional Scope of Work as per Amendment No. 1 Exhibit A-2: Additional Scope of Work as per Amendment No. 2."

4. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1 and Amendment No. 2.

5. A copy of this Amendment No. 2 shall be attached to the Original Agreement.6. This Amendment No. 2 shall be effective retroactive to July 1, 2016 to incorporate the added scope of services.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER	CONTRACTOR
By: Gary R. Gray, DO, CEO Date:	RBB Architects, Inc. CONTRACTOR's Business Name ***See instructions below*** By: (Signature of: Chair, President, or Vice-President)
APPROVED AS TO LEGAL PROVISIONS	Sylvia Botero, President
By:	Name and Title Date: March 21, 2017
Date: $4-14-17$	By: And
APPROVED AS TO FISCAL PROVISIONS	(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
By: Monterey County Deputy Auditor/Controller	Joseph Balbona, Secretary Name and Title
Date: 4 9 17	Date: March 21, 2017
	Instructions

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

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

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

EXHIBIT A-2 Additional Scope of Work

Natividad Medical Center Radiology Modernization RBB Architects – Amendment 2

Add Service of Architectural Services and Construction Administration

SCOPE OF WORK

1. Nurse Call System:

- Master Station(s) in PBX configured to serve future full hospital Responder 5 nurse call replacement system (Receive Code Blue & Staff Assist calls from all departments)
- Head end panel to serve PBX and be point of connect for rest of hospital departments to connect to PBX
- Head end panel to serve Radiology Department
- Nurse Call devices to serve Radiology department
- Phased installation of Nurse call to match project phasing

Services Addition: \$26,000

2. New Chilled Water System for Radiology:

- Analyze required cooling capacity load and equipment selection
- Add pad mounted chillers to rooftop level with vibration damping inertial pads for pump sections.
 System to consist of two chillers to provide redundancy as needed to permit maintenance without shutdown of MRI equipment
- Analyze roof structure capacity for gravity and seismic loads
- Investigate both above and below roof slab structural support options with intent to minimize construction cost and impact on occupied spaces below (Third Floor Nursing Unit)
- Provide design of chiller and pump support system to minimize, or eliminate, construction below the roof slab. The goal is to limit impact to the operations of the occupied floor below and reduce construction costs.
- Design of Fan Coil Units (3 total) and their support.
- Design of rooftop mounted expansion tank and its support.
- Design of elevated maintenance walk surface.

Services Addition:

\$189,000

3. Imaging Systems Site Specific Drawings – Review and Impact:

- Add UPS system located outside of the Angio/IR suite to power lowering patient table
- Add CareVision system including dual monitors on ceiling mounted boom to CT-2
- Revise routing of utilities serving the MRI to coordinate with Siemens cabling, cable trays, and provide casework cover for utility penetrations on inside of MRI procedure room
- Delete new light fixtures in ED corridor and replacement of ceiling. Revise routing of medical gases to MRI to reduce disruption to ED corridor
- Provide emergency power off (EPO) switches in each modality
- Revised utility routings to trench ducts in CT-2, Nuc Med, and IR
- Revised utility routings each modality

Services Addition:

\$92,000

4. Air System Infrastructure – Test and Air Balance (TAB) Report – Reviews and System Corrections:

- Provide up to three (3) additional pre-balance TAB report reviews. Provide report summary and recommendations.
- Provide recommendations to revise airflow to previously permitted conditions for the existing Imaging Department to be a baseline Pre-Construction air balance from which the phased construction may proceed.
- Provide recommendations to revise airflow to previously permitted conditions for the areas served by AHU-2 for the existing Emergency Department if required by OSHPD.
- Provide up to two (2) additional pre-balance TAB report reviews of the rebalanced area.
- Provide design of modifications of AHU-2, AHU-4, and up to four exhaust fans to restore original capacities to extent needed for new work.

Services Addition:

\$140,000

5. Bidding and Pre-Construction Assistance

- Review and incorporate Bidding Documents
- Review and incorporate into documents facility input on construction period requirements
- Develop and incorporate staging plans for incorporation into bidding documents
- Participate in up to two Bidding Period walk throughs with Bidders

Services Addition:

\$25,000

6. Radiology Door Control System Upgrade and Control Room Public Address (PA) Speakers

- Upgrade door control system in Radiology to provide security card access control for an additional
 10 doors
- Replace existing door controllers with new controllers capable of controlling a total of 16 doors
- Investigate feasibility of upgrading the Radiology departmental door near the MRI to an automatic door with a card reader on the exterior side. If found feasible incorporate the upgrade.
- Convert the Radiology departmental door near Tomography from hand-free activation to card reader activated on exterior side
- Add PA speakers to the control rooms for MRI, the CTs, Nuclear Medicine, and IR

Services Addition:

\$35,000

7. Extended Construction Administration (20 additional months)

- In accordance to the RFP RBB's Base Contract included 6 months of Construction Administration and a maximum of two (2) phases.
- The current design has four (4) main phases with an additional three (3) sub-phases required as result
 of operational issues that are beyond RBB's control. OSHPD requires each of these phases to be
 brought to a near final level of completion, with all systems functional and the acceptance of a
 certified air balance report.
- The current anticipated construction duration is 25 months, and one additional month for project close-out. This proposal includes 20 additional months of CA support by the A/E team.

• As stipulated in RBB's original fee proposal, the fee for additional professional services for extended Construction Administration Services is \$38,800 per month. Reimbursables are estimated at \$1,200 per month bringing the total including reimbursable to \$40,000 per month. The total anticipated lump sum for 20 additional months beyond the current contract will be a lump sum of \$800,000.

Services Addition:

\$800,000

Original Services Agreement:

\$862,450

Amendment 1:

\$354,900

Amendment 2:

\$1,307,000

Total Revised Agreement Amount:

\$2,524,350



Monterey County

Board Order

168 West Alisal Street, 1st Floor Salinas, CA 93901 831,755,5066

Agreement No.: A-12753

Upon motion of Supervisor Phillips, seconded by Supervisor Salinas, and carried by those members present, the Board of Supervisors hereby:

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 1 to the Agreement (A-12753) with RBB Architects for the Radiology Modernization Project at Natividad Medical Center adding \$354,900 for a revised total Agreement amount of \$1,217,350 with no change to the term of the Agreement of September 23, 2014 through June 30, 2017.

PASSED AND ADOPTED on this 23rd day of February 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas and Parker

NOES: None

ABSENT: Supervisor Potter

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 78 for the meeting on February 23, 2016.

Dated: February 25, 2016

File ID: A 15-389

Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

Deputy

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN RBB ARCHITECTS, INC. AND NATIVIDAD MEDICAL CENTER FOR

Architectural Services for the Radiology Modernization Project per RFQ #9600-54

This Amendment No. 1 to the Professional Services Agreement ("Agreement"), dated September 23, 2014 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and RBB Architects, Inc., (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, NMC solicited for Architectural Services via RFQ #9600-54 for the Radiology Modernization Project at NMC and awarded RBB Architects and Agreement to provide Architectural services for the term September 23, 2014 through June 30, 2017; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to modify the scope of work with a \$354,900 increase for the modified scope for a revised total Agreement amount of \$1,217,350.

AGREEMENT

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

The Agreement is hereby renewed on the terms and conditions as set forth in RFQ #9600-54 and in Original Agreement, except as specifically set forth below.

- 1. Section 2, "PAYMENTS BY COUNTY" shall be amended to the following; "NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-1 attached hereto this Amendment No. 1 and subject to the limitations set forth in the Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$1,217,350."
- 2. Section 4 "ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following; "The following attached Exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A attached to Agreement: Scope of Services/Payment provisions Exhibit A-1 attached to Amendment No. 1: Additional Scope of Work".

- Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
- 4. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

Signature page to follow

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

Natividad Medical Center	CONTRACTOR
By: Gary R. Gray, DO, CEO	RBB Architects, Inc. CONTRACTOR's Business Name*** (see instructions)
Date:	sul Botan
APPROVED AS TO LEGAL PROVISIONS	Signature of Chair, President, or Vice-President
ву:	Sylvia Botero - President Name and Title
Monterey County Deputy County Counsel	
Date:	Date: October 21, 2015 By:
APPROVED AS TO FISCAL PROVISIONS	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
By: Monterey County Deputy Auditor/Controller	Joseph A. Balbona - Secretary
Monterey County Deputy Addition Controller	Name and Title
Date:	October 21, 2015
	***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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

ATTACHMENT C: Fee Schedule

Fee Schedule per Attachment C herein must be included in a separate sealed envelope to be opened only after a final CONSULTANT has been determined by the NMC Selection Committee. Failure to comply with this requirement shall be grounds for rejection based on non-compliance.

The undersigned, having read and understood all Qualifications Package information, hereby submits fees for RFQ # 9600-51. It is also understood that the Fee Schedule will **not** be used by the COUNTY as part of the criteria to select the firm(s) for possible interviews by the selection committee, but that the Fee Schedule may be used in negotiations with the qualified firm(s) for the required services.

Position/Title	Hourly Rate (Indicate changes per year if any)		
	2013/14	2014/15	
Principal/Owner	\$185.00	\$185.00	
Project Manager	\$170.00	\$170.00	
Architect	\$160.00	\$160.00	
Technical/CAD Production	\$140.00	\$140.00	
Civil Engineer	\$159.00	\$159.00	
Project Manager	\$172.00	\$172.00	
Technical/CAD Production	\$115.00	\$115.00	
Mechanical Engineer	\$170.00	\$170.00	
Project Manager	\$150.00	\$150.00	
Technical/CAD Production	\$100.00	\$100.00	
Electrical Engineer	\$185.00	\$185.00	
Project Manager	\$180.00	\$180.00	
Technical/CAD Production	\$134,00	\$134.00	
Structural Engineer	\$179.00	\$179.00	
Project Manager	\$176.00	\$176.00	
Technical/CAD Production	\$120.00	\$120.00	
Landscape Architect	\$115.00	\$115.00	
Project Manager	\$85.00	\$85.00	
Technical/CAD Production	\$55.00	\$55.00	
Cost Estimating	\$195.00	\$195.00	
Other (indicate):			
Other (indicate):			
Other (indicate)			

${\it EXHIBIT A} \\ RFQ \# 9600\text{-}54 \ Architect, Engineering Services for Radiology Modernization Project}$

Reimbursable Items to be Billed (County shall reimburse for any approved travel expenses as per IRS allowances only)	Estimated Cost Bill (Note, indicated markup, if any, shall not exceed 10%)	
(Please list)	Total Cost	% of Markup calculated
Miles as permitter by NMC	56 cents/mile	0%
Plotting and Printing as permitted by NMC (B&W)	30 cents/SF	0%
Plotting and Printing as permitted by NMC (Color)	\$3.80/Linear Inch	0%

⁻⁻⁻End of ATTACHMENT C---

Natividad Medical Center Radiology Modernization RBB Architects - Amendment 1

Add Service of Architectural Services and Construction Administration

SCOPE OF SERVICES

Expanded Scope: At the onset of the project RBB and the design team proposed to do Basic Services in accordance to the RFP 9600-54 issued by NMC. The total area to be renovated was identified in the RFP to include approximately 6,800 Square Feet. The current area per the Design Development documents has nearly doubled to 12,975 Square Feet. Additional area includes the development of the core area, waiting room and corridors, which was not anticipated to require upgrades, except for the storage, one toilet and the IR reading room.

Design Services Addition \$ 228,000.00

Acoustics and Vibration Study: Visit the site to conduct vibration measurements to document the existing vibration environment as needed. This may include the Angiography / Interventional Radiology Room with imagining equipment suspended from the second floor structure above, the penthouse and Third Floor nursing. These measurements are required to allow us to determine if additional treatment is required at the slab and for existing MEP system in the facility. Provide summary report of measurement findings; additional services may be required depending on our findings.

Design Services Addition \$ 44,400.00

3 DDC Controls Upgrade: DDC upgrades include reviewing the existing controls, submittals and drawings and verify the existing air terminal units installed in the department. Verify existing site conditions for the new unit installation and coordinate with building controls contractor. RBB and the design team to develop drawings and specifications to be reviewed by OSHPD.

Design Services Addition \$ 42,100.00

4 MRI Shielding Design: Braden will provide services to design RF and Magnetic Shield drawings and specification for the new MRI room. Primary design criteria for a 3T magnetic/RF shield includes; Basic RF enclosure comprised of dual skin, structural, modular and RF panels; RF shielded door, single leaf; Control Room window including glazing; RF View windows will constructed of two layers (2) high visibility screen mesh with a flat black finish for optimal visibility; Control room window will have two (2) layers of 1/4" tempered glass; Pipe penetrations; HVAC return and supply air grilles; AMP Power filters, AMP Digital filters, AMP filter for Outlets and Digital filters for EPO UPS, Under-voltage trip; Siemens Skyra Penetration panel interface; RF floor recess for Siemens supplied table mounting plate; Miniature Pressure Relief RF Door (OUTSWING);Interior furring track mounted to RF floor and ceiling. (Studs not by Braden); Suspended ceiling attachment devices (unistrut) 4'-0" OC; Magnet entry located in wall; Grounding Alarm; RF Testing: Testing procedure per Siemens Specifications, and First & Second Test are all Included in proposal.

Design Services Addition \$ 14,000.00

EXHIBIT A-1 attached to Amendment No. 1

North ED Corridor: Approximate area added is 1,150 SF. RBB will redo light fixtures, wall finishes, ceiling and new diffusers. Light fixtures will be retrofitted or will be spec'd as new pending NMC direction, and Coordinate all interior finishes with Gallun and Snow.

Design Services Addition \$ 26,400.00

Original Design Services Agreement \$ 862,450.00

Design Services - Amendment 1 \$ 354,900.00

Total Revised Agreement Amount \$ 1,217,350.00



Monterey County

Salinas

1st Floor Salinas, CA 93901 831,755.5066

168 West Alisal Street.

Board Order

Agreement No.: A-12753

Upon motion of Supervisor Salinas, seconded by Supervisor Potter and carried by those members present, the Board of Supervisors hereby:

Approved and directed Purchasing Manager for Natividad Medical Center (NMC) to execute an agreement with RBB Architects Inc. for The Radiology Modernization Project per RFQ #9600-54 at NMC in an amount not to exceed \$862,450 for the period September 23, 2014 to June 30, 2017.

PASSED AND ADOPTED on this 30th day of September 2014, by the following vote, to wit:

AYES:

Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES:

None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on September 30, 2014.

Dated: October 1, 2014 File Number: A 14-234 Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

By Denise Deputy

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS (MORE THAN \$100,000)*

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a
political subdivision of the State of California (hereinafter "County") and: RBB Architect Inc.
(hereinafter "CONTRACTOR").
In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:
1. SERVICES TO BE PROVIDED. The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows: Provide Architectural and Engineering Services for Tenant Improvement Project for Natividad Medical
Center, 9600-54 Radiology Modernization, First Floor, Bldg 500, Located at 1441Constitution Blvd Salinas, CA 93906
2. PAYMENTS BY COUNTY. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A , subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$\square\$ \$862,450 . 3. TERM OF AGREEMENT. The term of this Agreement is from September 23, 2014 to June 30, 2017 unless sooner terminated pursuant to the terms of this Agreement. This
June 30, 2017 , unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A Scope of Services/Payment Provisions
Scope of Work outlined in RFQ #9600-54 including Addenda 1 and 2

5. PERFORMANCE STANDARDS.

- 5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

PSA over \$100,000 For Surveyors, Architects, Engineers & Design Professionals Revised 09/30/08 Project ID:

*Approved by County	Board of Supervisors on	
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5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

- 6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

- 7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

9.0 INSURANCE.

9.01 Evidence of Coverage:

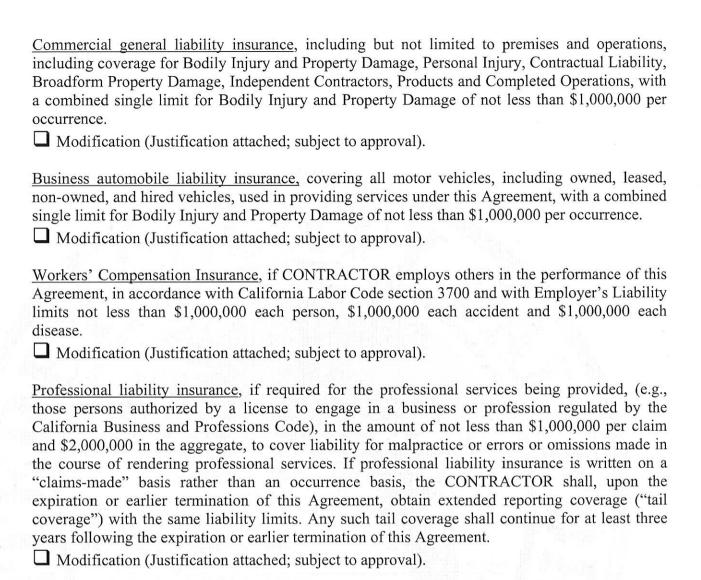
Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide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

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

9.02 Qualifying Insurers:

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

9.03 <u>Insurance Coverage Requirements:</u> 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:



9.04 Other Insurance Requirements.

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

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

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed

Revised 09/30/08

operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 <u>Confidentiality.</u> 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 <u>County Records.</u> 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.
- 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.

- Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.
- 11. **NON-DISCRIMINATION**. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
- 12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
- 13. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

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

FOR COUNTY:	FOR CONTRACTOR:
Brian Griffin, Interim Director of Engineering	Sylvia Botero, Sr. Vice President
Name and Title	Name and Title
County of Monterey - Natividad Medical Center	1330 Broadway, Suite 426
1441 Constitution Blvd Salinas, CA 93906	Oakland, CA 94612
Address	Address
(831) 783-2605	(888) 473-6923
Phone	Phone

15. MISCELLANEOUS PROVISIONS.

- 15.01 <u>Conflict of Interest.</u> CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 <u>Amendment.</u> This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 <u>Waiver</u>. 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 <u>Contractor</u>. 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 <u>Disputes.</u> CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 <u>Assignment and Subcontracting.</u> 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 <u>Successors and Assigns.</u> 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 <u>Compliance with Applicable Law.</u> The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 <u>Headings</u>. 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 <u>Non-exclusive Agreement</u>. 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 <u>Construction of Agreement.</u> 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 <u>Counterparts.</u> 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 <u>Authority.</u> 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 <u>Integration</u>. 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 <u>Interpretation of Conflicting Provisions.</u> In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By:	
Purchasing Officer	RBB Architects Inc.
Date:	Contractor's Business Name*
By:	Galla Brooks
Department Head (if applicable)	By: Syle Proters
Date: 5 (9 (1)	(Signature of Chair, President, or
	Vice-President)*
By:	Sylvia Botero, Sr. Vice President
Board of Supervisors (if applicable)	Name and Title
Date:	Date: 04/ 23 114
Approved as to Form	M/
By:	
County Counsel	By: (Signature of Secretary, Asst. Secretary, CFO,
Date:	Treasurer or Asst. Treasurer)*
a prevent	Joseph A. Balbona, CEO, Secretary
Approved as to Fiscal Provisions ²	Name and Title
Paris M. A. M. J.	Date:
By: Auditor Controller	
Date: S14-14	,
Approved as to Liability Provisions ³	
By:	
Risk Management	
Date:	
County Board of Supervisors' Agreement Number:	

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

PSA over \$100,000 For

9 of 9

Project ID:

Approval by County Counsel is required for all Professional Service Agreements over \$100,000

²Approval by Auditor/Controller is required for all Professional Service Agreements

³Approval by Risk Management is required only if changes are made in paragraph 8 or 9

Ex A 1

RFQ # 9600-54 Architect, Engineering Services for Radiology Modernization Project

- 5.3 The deadline for submitting written questions regarding this RFQ is indicated in Section 4.0 CALENDAR OF EVENTS.
- 5.4 Questions submitted after the deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- 5.5 Prospective CONSULTANTS shall not contact COUNTY officers or employees with questions or suggestions regarding this Request for Qualifications (RFQ) without first contacting the persons listed above. Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONSULTANT.

6.0 SCOPE OF WORK

6.1 General Description

- a) The scope of work consists of but is not limited to, the delivery of the plans, documents, and specifications for Architecture, Mechanical Engineering, Electrical Engineering, Structural Engineering, Security. Fire Sprinkler, Medical Equipment and Telecomm/Data. The scope of work also consists of construction administration services.
- b) Included in scope is remodel of approximately 700 square feet of space for Security in Building 600.
- c) The scope of work also includes programming of the entire Radiology Department, as well as preparation of phasing plans for MRI remodel and installation.
- d) County will provide to the selected CONSULTANT AutoCAD format (.dwg) accurate, "as-built" drawing files of the following: floor plans and reflected ceiling plans; building infrastructure and services; and site development relevant to permit applications. It is the expectation that these drawings will serve as the background sheets for the development of the design development drawings and consequently the construction drawings.
- e) Existing HVAC for the building is expected to continue to service the remodeled spaces has been determined that the equipment would be sufficient for the proposed scope. The extensive piping and duct work will be restructured. It is the expectation that full coordination of design philosophies and implementation strategies will occur <u>before</u> the start of the design process for all new and/or renovated utility lines or any other services lines that service the remodeled spaces.
- f) CONSULTANT will coordinate with Gallun and Snow Associates for the interior design and Natividad Medical Center's interior finishes.

6.2 Project Development, Methodology & Schedule

CONSULTANT is to provide a project development schedule for the completion of this scope in Gantt format. All phases are to be identified as major headings with their appropriate subtasks (programming/schematic, design development, construction

1445 3201247

EXAZ

RFQ # 9600-54 Architect, Engineering Services for Radiology Modernization Project

documents, bid administration and construction contract award, construction management, and close-out). The following review schedule is to be included as sub-tasks within their appropriate heading:

1. Programming/Schematic

- 3 review sessions/check sets (which will produce necessary revisions)
- Milestone for final programming/schematic documents (drawings and specifications), preliminary construction budget, and preliminary constructions schedule

II. Design Development

- 2 review sessions/check sets (which will produce necessary revisions)
- Milestone for final Design Development documents (drawings and specifications), updated construction budget, and updated construction schedule

HI. Construction Documents

- 2 review sessions/check sets (50% and 90% completion) (which will produce necessary revisions)
- Milestone for final Construction Documents (drawings and specifications), updated construction budget, and updated construction schedule

6.2.1 Programming and Schematic Phase (1 month)

- a) <u>Introductory Meeting</u>: The CONSULTANT shall conduct an introductory meeting, introducing all staff and consultants and their scopes of work and responsibility to County. Prior to the introductory meeting the CONSULTANT shall deliver a preliminary "overall project schedule" and "construction budget" to County for review and approval. The CONSULTANT shall introduce their lead project manager and project team at their introductory meeting and distribute a contact sheet listing all team members with phone numbers and email addresses.
- b) <u>Information Sharing:</u> The CONSULTANT shall accept all documents, reports, drawings, as-built, and surveys provided to them by the County and shall distribute them to their sub CONSULTANTs, CONSULTANTs, consultants, employees, agents and owner(s).
- c) Telecommunications & Data: The CONSULTANT shall provide all necessary design drawings for telecommunications, data and security. Drawings shall include not only plans, but elevations to show correct and coordinated placement of all fixtures, racks, receptacles, bus trays, etc. Preliminary drawings and information provided by the County's Information Technology (IT) Department are to be used as background sheets to establish the final drawings to be produced. Coordination meetings with the County's IT Department will direct the final layout and necessary information needed per drawing sheet to satisfy all County 1T requirements.
- d) <u>Document Exchange:</u> The CONSULTANT shall convert all Programming & Schematic drawings into their working format and deliver to the County for review and approval.
- e) <u>Cooperative Work Sessions:</u> The CONSULTANT will conduct at a minimum three (3) formal programming work sessions with NMC directors, representatives and staff, to review their scope requirements for all items except Architectural Programming and provide confirmation that they

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understand the project and have received and reviewed all of the provided documentation, reports, Architectural Programming & Schematic Drawings and have visited the site.

- f) Surveys: The CONSULTANT, in coordination with its sub-consultants, shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the project. The surveys and legal information shall include, as applicable: grades and lines of streets, alleys, pavements and adjoining property and structures: adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations dimensions and necessary data with respect to existing buildings, other improvements and trees: and information concerning available utility services and lines, both public and private, including inverts. All the information on the survey shall be referenced to a Project benchmark.
- g) Programming & Schematic Design Documents: The CONSULTANT will provide Programming & Schematic Design Documents which will illustrate and describe the design of the project, establishing the scope, relationships, forms, size and appearance of the project by means of plans, sections and elevations, including typical construction details and equipment layouts. These documents are to include:
 - <u>Phasing Documents</u>: the CONSULTANT will provide Phasing Documents which illustrate and describe the phasing of relocations, demolition and construction necessary for the remodel of spaces in these occupied Buildings 500 and 600.
- h) Outline of Division Specifications: The CONSULTANT shall provide an Outline of Division Specifications which identifies major building systems and construction materials.
- i) Existing Engineering & Performance Details: The CONSULTANT will provide detailed engineering and performance information of the existing building infrastructure, structures and services.
- j) Progress Meetings: The CONSULTANT will attend at a minimum three (3) meetings with County representatives to review the drawings and make recommendations before moving to the subsequent Construction Document Phase. The CONSULTANT will conduct these formal design review worksessions and will prepare a checklist of the program and project information to show that what has been developed is commensurate with the design development phase and program requirements. The CONSULTANT will develop an agenda, conduct the meeting, document the results, and will facilitate the work-sessions with County involvement

k) Hard Deliverables for the Programming & Schematic Phase:

- Two (2) set of full size reproducible schematic design documents
- One disk with all design documents in .dwg and/or .pdf format
- Two (2) set of 18 x 24 size schematic design documents
- Five (5) copies of the preliminary construction estimate
- Five (5) copies of the specification outline with building system(s) notations
- Five (5) copies of the project schedule

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- Five (5) copies of the detailed engineering and performance information of the existing building infrastructure, structures and services.
- · Five (5) copies of Survey documents
- 4) Wrap up of Programming & Schematic Phase: County and CONSULTANT will mutually agree upon the preliminary construction budget and overall project schedule at the completion of the Programming/Schematic Design phase before advancing to the Design Development Phase.

6.2.2 Design Development Phase (1.0 months)

- a) Design Development Documents: The CONSULTANT will provide Design Development (DD) documents based on the approved Architectural Programming & Schematic Design Documents. The DD documents shall meet the following requirements:
 - The DD documents shall illustrate and describe the refinement of the design of the Project; establishing the scope, relationships, forms, size and appearance of the project by means of plans, sections and elevations, typical construction details and equipment layouts.
 - The DD documents shall be supported by CONSULANT'S findings and engineering efforts, drawings, data, calculations, not by preliminary conjecture or theory.
 - The DD documents shall include detailed architectural interior tenant improvement plans showing all interior and exterior walls, entrances, windows and exits from all sides of the structure. The interior layout should contain elevations consistent with those plans.
 - The DD documents shall include site plans and details as required to document accessibility and fire life safety necessary for OSHPD permit approval such as but not limited to the number and location of handicap accessible parking spaces; accessible restrooms and drinking fountains: paths of travel; fire rated construction and egress elements of construction.
 - The DD documents shall provide preliminary structural details and show how they will integrate with the existing interior structure.
 - The DD documents shall include phasing plans which illustrate and describe the phasing of relocations, demolition and construction necessary for the remodel of spaces in these occupied Buildings 500 and 600.
- b) Routine Scheduled Meetings: The CONSULTANT shall meet with the County on an agreed upon schedule, bi-weekly or more frequently if required, to review the design progress of the job.
- c) Presentations by CONSULTANT: The CONSULTANT shall prepare a Microsoft Power Point presentation for County on the project's program and intent. CONSULTANT shall provide additional presentations if requested by County. All presentations shall be at a level of understanding for the Health Department, County of Monterey Board of Supervisors, and any other advisory board or agency that may need to be involved in this project's development. Other visual aids are eneouraged provided the formats for such aids have been pre-approved by County.

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- d) <u>Materials Board:</u> The CONSULTANT shall provide a preliminary materials board on all finishes to be used. The CONSULTANT will provide alternative materials and construction methods that have a bearing on the project budget.
- e) <u>Project Schedule:</u> The CONSULTANT will provide an updated project schedule based on the refinement of the design of the Project. Any deviations from previously accepted schedule to be clearly identified.

t) Hard Deliverables for the DD Phase:

- Two (2) set of full size reproducible design development documents
- · One disk with all design documents in dwg and pdf format
- Two (2) set of 18 x 24 size design development documents
- Five (5) copies of the updated construction estimate
- Five (5) copies of the updated project schedule
- Five (5) copies of the specifications
- Five (5) copies of preliminary material selections
- One PowerPoint Presentation
- Presentation Rendering(s) as required
- g) Wrap up of DD Phase: The CONSULTANT and County shall meet at least twice before moving to the subsequent Construction Document Phase where documents and drawings shall be thoroughly reviewed. The CONSULTANT will conduct these formal design review work-sessions and will prepare a checklist of the program and project information to show that what has been developed is commensurate with the design development phase and program requirements. The CONSULTANT will develop an agenda, conduct the meeting, document the results, and will facilitate the work-sessions with DPW & NMC involvement.

6.2.3 Construction Documents (CD) Phase (3 months)

- a) Routine Scheduled Meetings: The CONSULTANT will meet with the County on bi-weekly basis as needed and attend any meetings required by NMC to complete the development of the final CD Set.
- b) <u>Revised Project Schedule:</u> The CONSULTANT will provide an updated project schedule (in Microsoft Project format) based on the refinement of the design of the Project. Any deviations from previously accepted schedule to be clearly identified.
- c) <u>Cost Estimate</u>: The CONSULTANT will provide an updated construction estimate from an outside (subcontracted) Construction Estimating company, incorporating all divisions of work based on the information and direction provided by the County. This shall be submitted to County before completing the CD Set and specifications.
- d) Final Materials & Finishes: The CONSULTANT will finalize all materials and finishes and present to County for final approval. The final approved materials board is to be accompanied with a final finish schedule along with three (3) samples each of every material and finish dated and labeled as to their manufacturing specifications.

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li:

- e) <u>Check Set</u>: The CONSULTANT is required to provide the County with a "Check Set" of in-progress CD's showing and designating all alterations and changes from the preliminary CD Set and any prior "check sets" before each Design Review work session described below in Section 6.2.3 h and before considering the set as completed.
- f) Permitting: CONSULTANT must submit timely responses back to any permitting agency as necessary to expedite the issuance of the building permit. The CONSULTANT may need to submit plans and specifications to the City of Salinas Fire Department to obtain life safety clearance for the Tenant Improvement, Fire Sprinkler and Fire Alarm permits, and should also respond as required in a timely manner to those agencies on behalf and with consent of the County.
 - <u>Permit Submittal:</u> The CONSULTANT is to submit for, and obtain the required permits for construction of the project from the Authorities Having Jurisdiction over the project including, but not limited to, the State of California OSHPD, and City of Salinas Fire Department
- g) <u>Bid Alternates</u>: Prior to final issuance of plans and specifications, the CONSULTANT shall prepare Bid Alternates: both deductive and additive, and shall include a Unit Pricing Schedule to be included the County's Bid Form.
- h) Design Review: The CONSULTANT will conduct at least two (2) formal design review work-sessions and will prepare an "in-progress Check Set" as described above in Section 6.2.3 e and a check list of the program and project information to show that what has been developed is commensurate with the program requirements. The CONSULTANT will develop an agenda, conduct the meeting, document the results, and will facilitate the work-sessions with County involvement.
- i) The CONSULTANT shall provide coordination and commentary in the review of the County's Bid Package, Bid Administration and Contract Administration scopes of work. The CONSULTANT may be required to participate in the County Bid and Contract Administration phases.
- j) The CONSULTANT will prepare and execute a Final Microsoft Power Point presentation to the County NMC.
- k) Project Manual: The CONSULTANT and County will collaborate to compile the Project Manual (Construction Specifications & General Conditions & Special Conditions). The Project Manual includes: the General and Special Conditions of the Contract for Construction; Specifications; and the Bidding Documents, which consists of the Notice to Bidders. Information for Bidders. Bid Form. Bid Bond Form and other legal documents as may be required by the COUNTY.
- 1) <u>Construction Document Set:</u> The CONSULTANT will provide full and complete Construction Documents as detailed in Section 6.2.3 herein based on the approved Design Development documents. The final approved documents are to be stamped and permit ready.
- m) Additional Meetings: The CONSULTANT may need to participate in a series of meetings as directed by County. This may include any Public Hearings, Planning and Building inquiries from the County of Monterey Board of Supervisor Meeting. The CONSULTANT will prepare complete sets of plans and specifications, or presentation materials for such meetings as required.

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- n) Hard Deliverables for the CD Phase
 - Two (2) complete set of full size, reproducible, Construction Document Set
 - Two (2) set of <u>half size 18 x 24</u> Construction Document Set
 - Five (5) sets of Specifications
 - One disk with all design documents in .dwg and .pdf format which includes all required revisions from the permitting process
 - Five (5) copies of the subcontracted consultant construction estimate
 - Five (5) copies of a construction schedule
 - Five (5) copies of material selections and finishes
 - One PowerPoint Presentation
 - Presentation Rendering(s) as required
 - Required number of sets for permitting agencies per their direction

6.2.4 Plans required to be stamped, permit ready, and delivered to the County of Monterey in the Construction Document Set:

The following is a minimum list of plans required to be stamped and permit ready and submitted by CONSULTANT to all Authorities Having Jurisdiction for construction permit(s) and delivered to the County of Monterey – Natividad Medical Center in the final approved Construction Document Set. These plans delivered to the County of Monterey can either be issued separately or combined with similar engineering drawings in the "E" size drawing format. (The drawing size may change per County direction.) In addition, all final drawings after permit changes are to be provided on a disk in AutoCAD dwg and pdf format.

The County will utilize all documents for review, approval, bid solicitation and construction management and future asset management.

a) See Exhibits of this request for deliverables from the County. All information contained within these exhibits is proprietary to the County of Monterey and cannot be used for any purpose other than responding to this specific request.

6.2.5 Architectural Drawings

- a) Interior Demolition Plan
- b) Existing Floor Plan
- c) Phased Demolition and Construction Plans with details of construction barriers and infection control measures as required for OSHPD Permit Approval.
- d) Project Accessibility Plans & Details as required for OSHPD Permit Approval
- e) Fire Life Safety Plans & Details as required for OSHPD Permit Approval
- f) Dimensioned Floor Plan
- g) Finish Floor Plan
- h) Door & Window Schedules
- i) Existing Exterior Elevations
- i) New Interior Elevations
- k) Interior Building Sections
- 1) Wall Sections
- m) Demolition of Existing Acoustical Ceiling Grid
- n) New Reflective Ceiling Plan

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RFQ = 9600-54 Architect, Engineering Services for Radiology Modernization Project

- o) Accessibility Details Restroom/Signage/Rails
- p) Steel Framing Details
- q) Interior Details
- r) Door & Window Details
- s) Enlarged Rest Room Plans & Elevations
- t) Casework Elevations

6.2.6 Structural Drawings

- a) General Notes & Details Concrete Notes & Details
- b) Steel Notes & Details
- c) Wall Sections
- d) Framing Details
- e) Elevation Framing Details
- f) Support and seismic bracing details for construction elements and equipment

6.2.7 Mechanical Drawings – (may require multiple drawing sheets)

- a) Mechanical Legend, Schedule & Notes
- b) Mechanical Title 24 HVAC Calculations
- c) Mechanical Plan
- d) Mechanical Control Systems, Details

6.2.8 Plumbing Drawings – (may require multiple drawing sheets)

- a) Plumbing Schedules / Notes / Legend
- b) Plumbing Demolition Plan
- c) Plumbing Site & Floor Plan Water, and Sewer
- d) Plumbing Fire Sprinkler Plan

6.2.9 Electrical Drawings – (may require multiple drawing sheets)

- a) Electrical Legend, Schedule & Notes
- b) Electrical Indoor Title 24 & Load Calculations
- c) Electrical Exterior Power & Indoor Main Distribution Panel Plan
- d) Electrical Single Line Diagram
- e) Electrical Demolition Power Plan
- f) Electrical Demolition Lighting Plan
- g) Electrical New Power Plan
- h) Electrical New Lighting Plan
- i) Electrical New Low Voltage & Security Plan & Details
- j) Electrical New Fire Alarm Plan
- k) Electrical New Tel Com Main Distribution Frame (Rooms)
- l) Electrical Details

6.2.10 Medical Equipment Drawings – (may require multiple drawing sheets)

- a) Equipment Schedules / Notes / Legend
- b) Equipment Demolition Plan
- c) Equipment Floor Plan
- d) Equipment structural support and seismic bracing details.

- **6.2.11 Specification Manual:** The CONSULTANT will produce technical division specifications that identify all major materials, systems, and establish, in general, their quality level. A preliminary selection of major building systems and construction materials is to be in writing. General Conditions covering all bidding and contract requirements will be produced by the County as a separate manual from the technical specifications required from the CONSULTANT to fully execute the requirements of the project.
- 6.2.12 Design & Engineering Construction Document Set Submittal: The CONSULTANT will be required to complete the entire design and engineering construction document set and submit to County within seven (7) months from the Notice to Proceed date. Once submitted, the CONSULTANT will meet with the County on an agreed upon schedule (bi-weekly or more as required) to review the progress of the job. The CONSULTANT will have complete access to the facility and all existing information and copies of documents relating to the existing structure. It is the expectation that the CONSULTANT will become familiar with the building, its infrastructure, and its major working components such as: plumbing, mechanical, electrical and structural installations. The CONSULTANT will not rely upon the County to make available, nor instruct, and/or provide engineering and performance information of the existing building infrastructure, structures and services.

6.2.13 Bid Administration & Construction Contract Award (3.0 months)

- a) The CONSULTANT will assist County during the Bid and Contract award phases, assisting with the Pre-Bidders Meeting(s), answering Requests for Information and inquiries, issuing Clarifications, attending the Bid Opening with its consultants and co-coordinating with the County to evaluate all bids, provide analysis and review of the bids and how they compare to the construction industry's current bidding climate.
- b) Hard Deliverables
 - Ten (10) full sized, hard copies of the Construction Set all marked "Bid Set"
 - Ten (10) Specification Manuals
- 6.2.14 Cost Estimate of Construction: CONSULTANT is to prepare, continually update throughout all phases, and submit as a deliverable at each phase as listed in Section 5 of this RFQ, a construction budget as design progresses to ensure compliance with NMC and HD budgetary requirements. At a minimum construction budgets shall be broken into Divisional categories with sufficient sub breakdowns to understand cost allocations by square foot. Value engineering shall be accomplished within each phase of development to hold budget requirements incheck.

6.2.15 Construction Administration & Management Phase (6 months)

a) The CONSULTANT, in coordination with the County, will be responsible for executing the entire Construction Administration & Management phase.

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- b) The CONSULTANT will provide review, comments, and direction for submittals, requests for information, weekly construction meeting minutes, general CONSULTANT monthly progress billing, change orders, sample finishes, agency interface, review and approval of shop drawings, as-built drawings, fabrication drawings, mix designs, and review and approval of all on & off-site materials.
- c) CONSULTANT will review and approve all construction materials, equipment, supplies, finishes and hardware for conformity.
- d) The CONSULTANT will perform sub-consultant and vendor site visits as required to approve the fabrication, construction and assembly of any component or applications related to the project as necessary.
- e) The CONSULTANT will provide complete written field observations, record and document all conversations and job walks, and critiques of the general CONSULTANT's workmanship and performance.
- f) The CONSULTANT will conduct and issue a "Punch List" in co-ordination with County.
- g) The CONSULTANT will execute and generate the weekly "on-site" construction meetings.
- h) The CONSULTANT, including CONSULTANT'S employees, representatives, agents, officers, personnel, consultants, sub-consultants, vendors and project team members, shall maintain original and reproducible documents and records for County access. The CONSULTANT'S filing system will include but is not limited to the following: documents, plans, specifications, submittals, permits, change orders, drawings, and conceptual drawings, and the CONSULTANT will deliver and transfer all documents in an organized format (also in electronic format accessible by the County) to the County prior to the release of the CONSULTANT'S final payment.

6.3 Project Closeout

- a) The CONSULTANT will issue a Substantial Completion Punch List for NMC and the Prime Contractor to review and execute.
- b) The CONSULTANT will coordinate with the County to physically review, document, and digitally photograph the entire project prior to and after the Substantial Completion phase of the construction project.
- c) The CONSULTANT will coordinate with the County to physically review and document that the Prime Contractor has met all of the conditions of the Construction Contract, thereafter issue the Substantial Completion Certificate with the County's approval and authorization.
- d) The CONSULTANT will review and approve the Final Change Order Log with the County's consent, prior to County's approval of the Final Pay Request and release of retention monies.
- e) The CONSULTANT will coordinate and deliver all plans, specifications, documents, and files, electronic and physical, in accordance to the County's filing requirements, for the County's record retention and project file maintenance.
- f) The CONSULTANT will assemble, package, document, box and deliver all physical submittals with their corresponding approved paperwork to the County.
- g) Deliverables:

RFQ = 9600-54 Architect, Engineering Services for Radiology Modernization Project

- Four (4) complete sets of record documents (Approved Plans, Specifications, Documents and As-Built)
- Four (4) sets of Owners Manuals incorporating all warranties, catalogs and equipment manuals, complete with sub-consultant name, address and contact information (manually and electronically).

6.4 Project Turnover:

- a) The CONSULTANT will coordinate with the County to organize a formal meeting with the General CONSULTANT and all sub-consultants to physically and completely review their scopes of work with NMC facilities personnel for the purpose of informing all warranty information, Owner's Manual use and layout, maintenance requirements, contact information and the fee schedule for Extended Maintenance Agreements.
- b) Upon facility turnover the CONSULTANT will issue the "Final Notice of Completion" with the County's consent and approval, approve the Final Progress Bill from the Prime Contractor and approve the release of all retention monies.

7.0 CONTRACT TERM

- 7.1 The term of the AGREEMENT(S) will be for a period of two (2) years with the option to extend the AGREEMENT for one (1) additional one (1) year period.
- 7.2 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 immediately with cause.
- 7.3 If this RFQ includes options for renewal or extension, CONSULTANT must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT. Both parties shall agree upon rate extension(s) or changes in writing. The COUNTY does not have to give a reason if it elects not to renew.

8.0 SELECTION CRITERIA

8.1 The selection of CONSULTANT and subsequent contract award(s) will be based on the criteria contained in this Request for Qualifications, as demonstrated in the submitted Qualifications Package. CONSULTANT should submit information sufficient for the COUNTY to easily evaluate Qualifications Packages with respect to the selection criteria. The absence of required information may cause the Qualifications Package to be deemed non-responsive and may be cause for rejection.

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NATIVIDAD MEDICAL CENTER

PROJECT BUDGET

Radiology Modernization Project

FUNDING SOURCE:

FY-14/15 - Capital Budget #B15-2015-X265 Radiology Modernization	\$1,300,000
FY-15/16 - Proposed Capital Budget	\$6,500,000
FY-16/17 - Proposed Capital Budget	\$6,500,000
Total Funded	\$14,300,000

ARCHITECTURAL FEES

Design Contract – 9600-54 Radiology Modernization – RBB Architects

- 1. Program Validation and Schematic Design
- 2. Design Development
- 3. Construction Documents
- 4. Bidding/Agency Review
- 5. Construction Administration
- 6. Record Drawings

Total Architectural fees \$862,450

Design Contract – Security Department Relocation – Kasavan Architects

- 1. Program Validation and Schematic Design
- 2. Design Development
- 3. Construction Documents

Total Architectural fees \$66,500



RBB ARCHITECTS INC

10980 Wilshire Boulevard Los Angeles, CA 90024 Telephone: 310 473 3555

http://www.rbbinc.com

Mr. BRIAN GRIFFIN INTERIM DIRECTOR OF ENGINEERING & SAFETY COUNTY OF MONTEREY NATIVIDAD MEDICAL CENTER 1441 CONSTITUTION BLVD. SALINAS, CA 93906

November 28, 2014

PROJECT

NMC 1412600

RADIOLOGY MODERNIZATION

COUNTY OF MONTEREY NATIVIDAD MEDICAL CENTER

RADIOLOGY MODERNIZATION, BUILDING 500

#9600-54

FEE: \$862,450.00

PROGRAMMING & SD - \$ 155,241.00 DESIGN DEVELPOPMENT - \$ 129,368.00

CONSTRUCTION DOCS - \$ 301,858.00

BID ADMIN & CA AWARD - \$ 43,123.00

CONSTRUCTION ADMIN. - \$215,614.00

RECORD DRAWINGS - \$ 17,246.00

ATTACHMENT C: Fee Schedule FOR RBB ARCHITECTS INC

Fee Schedule per Attachment C herein must be included in a separate sealed envelope to be opened only after a final CONSULTANT has been determined by the NMC Selection Committee. Failure to comply with this requirement shall be grounds for rejection based on non-compliance.

The undersigned, having read and understood all Qualifications Package information, hereby submits fees for <u>RFQ # 9600-51</u>. It is also understood that the Fee Schedule will **not** be used by the COUNTY as part of the criteria to select the firm(s) for possible interviews by the selection committee, but that the Fee Schedule may be used in negotiations with the qualified firm(s) for the required services.

Position/Title	Hourly Rate	
	(Indicate changes	
	2013/14	2014/15
Principal/Owner	\$185.00	\$185.00
Project Manager	\$170.00	\$170.00
Architect	\$160.00	\$160.00
Technical/CAD Production	\$140.00	\$140.00
Civil Engineer	\$159.00	\$159.00
Project Manager	\$172.00	\$172.00
Technical/CAD Production	\$115.00	\$115.00
Mechanical Engineer	\$170.00	\$170.00
Project Manager	\$150.00	\$150.00
Technical/CAD Production	\$100.00	\$100.00
Electrical Engineer	\$185.00	\$185.00
Project Manager	\$180.00	\$180.00
Technical/CAD Production	\$134.00	\$134.00
Structural Engineer	\$179.00	\$179.00
Project Manager	\$176.00	\$176.00
Technical/CAD Production	\$120.00	\$120.00
Landscape Architect	\$115.00	\$115.00
Project Manager	\$85.00	\$85.00
Technical/CAD Production	\$55.00	\$55.00
Cost Estimating	\$195.00	\$195.00
Other (indicate):		
Other (indicate):		
Other (indicate)		

${\it EXHIBIT A} \\ RFQ \# 9600\text{-}54 \ Architect, Engineering Services for Radiology Modernization Project}$

Reimbursable Items to be Billed (County shall reimburse for any approved travel expenses as per IRS allowances only)	Estimated Cost Bill (Note, indicated markup, if any, shall not exceed 10%)			
(Please list)	Total Cost	% of Markup calculated		
Miles as permitter by NMC	56 cents/mile	0%		
Plotting and Printing as permitted by NMC (B&W)	30 cents/SF	0%		
Plotting and Printing as permitted by NMC (Color)	\$3.80/Linear Inch	0%		

⁻⁻⁻End of ATTACHMENT C---



Monterey County

Item No.21

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

September 14, 2021

Board Report

Legistar File Number: RES 21-148

Introduced: 8/10/2021 Current Status: Natividad Medical Center -

Consent

Matter Type: BoS Resolution Version: 1

Adopt a resolution to:

a. Amend the FY 2021-2022 Health Department Budget to delete 2.0 FTE Psychiatric Social Worker II positions as indicated in the Attachment A; and

b. Amend the FY 2021-2022 Natividad Medical Center Budget to add 2.0 FTE Psychiatric Social Worker II positions as indicated in the Attachment A; and

c. Direct the County Administrative Office and the Auditor-Controller to incorporate the position changes in the FY 2021-2022 Adopted Budget effective August 28, 2021, and the Human Resources Department to implement the changes in the Advantage HRM system.

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt Resolution to:

- a. Amend the FY 2021-2022 Health Department Budget to delete 2.0 FTE Psychiatric Social Worker II positions as indicated in the Attachment A; and
- b. Amend the FY 2021-2022 Natividad Medical Center Budget to add 2.0 FTE Psychiatric Social Worker II positions as indicated in the Attachment A; and
- c. Direct the County Administrative Office and the Auditor-Controller to incorporate the position changes in the FY 2021-2022 Adopted Budget effective August 28, 2021, and the Human Resources Department to implement the changes in the Advantage HRM system.

SUMMARY:

Natividad recommends transferring two (2) full-time Psychiatric Social Worker II positions currently providing services in the hospital's Mental Health Unit from the Health Department budget to the Natividad budget. This recommendation allows Natividad to provide continuity of care and consistency in practice to patients by assigning the hospital with full oversight and management of these services being provided to its mental health patients.

DISCUSSION:

Natividad Medical Center entered into a Professional and Call Coverage Services Agreement with CEP America-Psychiatry, PC, a California professional corporation dba Vituity, to provide psychiatry services at NMC for the period of June 1, 2021 to May 31, 2024. Through this agreement, Vituity, a comprehensive acute care psychiatric provider group, will provide 24/7 dedicated physician staffing and leadership for the hospital's Mental Health Unit and tele-psychiatry services, oversight and medical direction of the unit, and consult liaison services for medical and surgical inpatients.

Natividad recommends transferring two (2) full-time Psychiatric Social Worker II positions currently providing services in the hospital's Mental Health Unit from the Health Department budget to the Natividad budget. This recommendation allows Natividad to provide continuity of care and consistency in practice to patients by assigning the hospital with full oversight and management of these services being provided to its mental health patients.

Approval of the recommended actions in this report will direct the execution of a staff transition plan and facilitate the transfer of the two incumbent employees who have agreed to transfer to Natividad. This transfer of existing staff will allow for the continuous provision of patient care without disruption to patients.

OTHER AGENCY INVOLVEMENT:

Natividad and the Health Department have worked with SEIU to address questions and concerns of the impacted employees regarding the transfer. The County Administrative Office Budget Office, Auditor-Controller, County Counsel, and Human Resources have reviewed the recommendation.

FINANCING:

The annualized fiscal impact of this action is approximately \$181,087, which will be absorbed in the FY 2021-2022 Natividad Budget 9600. There is no impact to the General Fund resulting from the approval of the recommended action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Resolution

This recommendation supports the Board of Supervisors' Strategic Initiatives by providing consistent, high-quality patient care through County & hospital supported programs, and promoting access to equitable services to improve the mental health of patients in the community.

Mark a check to the related Board of Supervisors Strategic Initiatives

	Development
Administra	tion
X Health & H	luman Services
Infrastructu	ire
Public Safe	ty
Prepared by:	Carrie L. Ramirez, Supervising Personnel Analyst, (831) 783-2706
Approved by:	Janine Bouyea, Hospital Assistant Administrator, (831) 783-2701
Charl	les R. Harris, Interim Hospital Chief Executive Officer, (831) 783-2553
Elsa	Mendoza Jimenez, Director of Health, (831) 755-4526
Attachments:	Attachment A



Monterey County

Item No.

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

September 14, 2021

Current Status: Agenda Ready

Matter Type: BoS Resolution

Board Report

Legistar File Number: RES 21-148

Adopt a resolution to:

Introduced: 8/10/2021

Version: 1

- a. Amend the FY 2021-2022 Health Department Budget to delete 2.0 FTE Psychiatric Social Worker II positions as indicated in the Attachment A; and
- b. Amend the FY 2021-2022 Natividad Medical Center Budget to add 2.0 FTE Psychiatric Social Worker II positions as indicated in the Attachment A; and
- c. Direct the County Administrative Office and the Auditor-Controller to incorporate the position changes in the FY 2021-2022 Adopted Budget effective August 28, 2021, and the Human Resources Department to implement the changes in the Advantage HRM system.

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt Resolution to:

- a. Amend the FY 2021-2022 Health Department Budget to delete 2.0 FTE Psychiatric Social Worker II positions as indicated in the Attachment A; and
- b. Amend the FY 2021-2022 Natividad Medical Center Budget to add 2.0 FTE Psychiatric Social Worker II positions as indicated in the Attachment A; and
- c. Direct the County Administrative Office and the Auditor-Controller to incorporate the position changes in the FY 2021-2022 Adopted Budget effective August 28, 2021, and the Human Resources Department to implement the changes in the Advantage HRM system.

SUMMARY:

Natividad recommends transferring two (2) full-time Psychiatric Social Worker II positions currently providing services in the hospital's Mental Health Unit from the Health Department budget to the Natividad budget. This recommendation allows Natividad to provide continuity of care and consistency in practice to patients by assigning the hospital with full oversight and management of these services being provided to its mental health patients.

DISCUSSION:

Natividad Medical Center entered into a Professional and Call Coverage Services Agreement with CEP America-Psychiatry, PC, a California professional corporation dba Vituity, to provide psychiatry services at NMC for the period of June 1, 2021 to May 31, 2024. Through this agreement, Vituity, a comprehensive acute care psychiatric provider group, will provide 24/7 dedicated physician staffing and leadership for the hospital's Mental Health Unit and tele-psychiatry services, oversight and medical direction of the unit, and consult liaison services for medical and surgical inpatients.

Natividad recommends transferring two (2) full-time Psychiatric Social Worker II positions currently providing services in the hospital's Mental Health Unit from the Health Department budget to the Natividad budget. This recommendation allows Natividad to provide continuity of care and consistency in practice to patients by assigning the hospital with full oversight and management of these services being provided to its mental health patients.

Approval of the recommended actions in this report will direct the execution of a staff transition plan and facilitate the transfer of the two incumbent employees who have agreed to transfer to Natividad. This transfer of existing staff will allow for the continuous provision of patient care without disruption to patients.

OTHER AGENCY INVOLVEMENT:

Natividad and the Health Department have worked with SEIU to address questions and concerns of the impacted employees regarding the transfer. The County Administrative Office Budget Office, Auditor-Controller, County Counsel, and Human Resources have reviewed the recommendation.

FINANCING:

The annualized fiscal impact of this action is approximately \$181,087, which will be absorbed in the FY 2021-2022 Natividad Budget 9600. There is no impact to the General Fund resulting from the approval of the recommended action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports the Board of Supervisors' Strategic Initiatives by providing consistent, high-quality patient care through County & hospital supported programs, and promoting access to equitable services to improve the mental health of patients in the community.

Mark a check to the related Board of Supervisors Strategic Initiatives

Economic De	velopment
Administratio	on
X Health & Hur	nan Services
Infrastructure	
Public Safety	
Prepared by:	Carrie L. Ramirez, Supervising Personnel Analyst, (831) 783-2706
Approved by:	Janine Bouyea, Hospital Assistant Administrator, (831) 783-2701
Charles	R. Harris, Interim Hospital Chief Executive Officer, (831) 783-2553
Elsa Me	endoza Jimenez, Director of Health, (831) 755-4526
Attachments:	Attachment A
	Resolution

Dr. Charles R. Harris

Dr. Charles R. Harris, Interim Chief Executive Officer

9/7/21

Date

ATTACHMENT A

Delete 2.0 FTE from Health Department

Position Title	Budget/ County Class Department Code		Budget/ Department Position Unit Number		Beginning FTE by Title	Position Increase/ (Decrease)	Revised Total FTE by Title
Psychiatric Social Worker II	4000	60B21	8410	0003	197	(1.00)	196
Psychiatric Social Worker II	4000	60B21	8410	0008	196	(1.00)	195

Add 2.0 FTE to Natividad Medical Center

Position Title	Budget/ County Department	Class Code	Budget/ Department Unit	Position Number	Beginning FTE by Title	Position Increase/ (Decrease)	Revised Total FTE by Title	
Psychiatric Social Worker II	9600	60B21	8305	0001	0.00	1.00	1.00	
Psychiatric Social Worker II	9600	60B21	8305	0002	0.00	1.00	2.00	

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

Resolution No.:

Resolution to:

- a. Amend the FY 2021-2022 Health Department Budget to delete 2.0 FTE Psychiatric Social Worker II positions; and
- b. Amend the FY 2021-2022 Natividad Medical Center Budget to add 2.0 FTE Psychiatric Social Worker II positions; and
- c. Direct the County Administrative Office and the Auditor-Controller to incorporate the position changes in the FY 2021-2022 Adopted Budget effective August 28, 2021, and the Human Resources Department to implement the changes in the Advantage HRM system.

WHEREAS, Natividad operates an inpatient, secured Mental Health Unit; and

WHEREAS, Natividad entered into a Professional and Call Coverage Services Agreement with CEP America-Psychiatry, PC, a California professional corporation dba Vituity, to provide psychiatry services at NMC for the period of June 1, 2021 to May 31, 2024; and

WHEREAS, Psychiatric Social Workers in the Behavioral Services Division of the Monterey County Health Department provide services to Natividad Mental Health Unit patients; and

WHEREAS, the responsibility of providing these services by Psychiatric Social Workers is transferring from the Health Department to Natividad to allow the hospital to oversee and manage the services being provided to its mental health patients; and

WHEREAS, the positions and current incumbents will transfer from the Health Department to Natividad, effective August 28, 2021;

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

a. Amends the FY 2021-2022 Health Department Budget to delete 2.0 FTE Psychiatric Social Worker II positions;

Position Title	Budget/ County Department	Class Code	Budget/ Department Unit	Position Number	Beginning FTE by Title	Position Increase/ (Decrease)	Revised Total FTE by Title
Psychiatric Social Worker II	4000	60B21	8410	0003	197	(1.00)	196
Psychiatric Social Worker II	4000	60B21	8410	0008	196	(1.00)	195

b. Amends the FY 2021-2022 Natividad Medical Center Budget to add 2.0 FTE Psychiatric Social Worker II positions; and

	Budget/	Class	Budget/	Position	Beginning	Position	Revised
Position Title	County	Code	Department		FTE by	Increase/	Total FTE
	Department Code		Unit	Number	Title	(Decrease)	by Title
Psychiatric Social Worker II	9600	60B21	8305	0001	0.00	1.00	1.00
Psychiatric Social Worker II	9600	60B21	8305	0002	0.00	1.00	2.00

•		the Auditor-Controller to incorporate the get, effective August 28, 2021, and the
**	•	ges in the Advantage HRM system.
PASSED AND ADOPTE to-wit:	D on thisday of	, 2021, by the following vote
AYES:		
NOES:		
ABSENT:		
	•	the County of Monterey, State of
		opy of an original order of said Board of
Supervisors duly made and	d entered in the minutes there	eof of Minute Book for the meeting or
Dated:	Valerie Ralph, C	lerk of the Board of Supervisors
<i>_</i>	.	erey, State of California
	Ву	
		, Deputy



Monterey County

Item No.22

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

September 14, 2021

Board Report

Legistar File Number: ORD 21-015

Introduced: 8/19/2021 Current Status: Health Department -

Consent

Version: 1 Matter Type: Ordinance

Adopt an ordinance adding Chapter 2.46 to the Monterey County Code to establish the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission and repealing Chapter 2.45 of the Monterey County Code to terminate the Santa Cruz-Monterey-Merced Managed Medical Care Commission.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt an ordinance adding Chapter 2.46 to the Monterey County Code to establish the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission and repealing Chapter 2.45 of the Monterey County Code to terminate the Santa Cruz-Monterey-Merced Managed Medical Care Commission.

SUMMARY/DISCUSSION:

The Santa Cruz-Monterey-Merced Managed Medical Care Commission dba Central Coast Alliance for Health ("the Alliance") is a health plan developed to improve access to health care for lower income residen in the counties of Santa Cruz, Monterey, and Merced who often lacked a primary care "medical home" and s relied on emergency rooms for basic services. The Alliance has pursued this mission by linking members to primary care physicians and clinics that deliver timely services and preventive care and arrange referrals to specialty care.

On August 24, 2021, the Board of Supervisors introduced, waived the reading, and set today's date to adopt the proposed ordinance adding Chapter 2.46 to the Monterey County Code to establish the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission and repealing Chapter 2.45 of the Monterey County Code to terminate the Santa Cruz-Monterey-Merced Managed Medical Care Commission.

Under the proposed Ordinance, the Alliance seeks to add additional County members to the Alliance: San Benito County and Mariposa County, and to expand the number of voting commission members. Currently, the Alliance has 21 voting commission members, seven (7) from each of the three (3) counties. the new Alliance will have 25 voting commission members. The number of commission members from a given Cou shall be based upon the number of Medi-Cal beneficiaries within each County. Under this new formula, the Monterey County Board of Supervisors shall appoint five (5) commissioners to the Alliance.

The new Alliance shall be established effective on the date that all five (5) counties have in effect substantia similar ordinances creating the Alliance and a quorum of commission members have met to conduct its initial

public meeting. The State Department of Health Care Services has requested that the five (5) counties submit their approved ordinances by October 1, 2021. The current 3-county Alliance would operate through 2023, and the new 5-county health plan would not be expected to commence operations until January 1, 2024.

On August 2, 2021, the Health, Housing, Homelessness & Human Services Committee recommended support of the Ordinance.

Pursuant to the California Environmental Quality Act (CEQA), the Ordinance does not involve the approval of a "project" because the ordinance and its implementation do not result in a direct or indirect physical change in the environment or in a reasonably foreseeable indirect physical change in the environment. (See Pub. Resources Code Section 21065; CEQA Guidelines Sections 15357, 15377, 15378.) No further CEQA analysis is required.

OTHER AGENCY INVOLVEMENT:

The Director of Health and the Interim CEO of Natividad Medical Center concur with the recommendation. County Counsel reviewed and approved the ordinance as to form and legality.

FINANCING:

There will be no financial impact to the General Fund from passage of the ordinance.

<u>BOARD OF SUPERVISORS STRATEGIC INITIATIVES</u>: 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.

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

☐ Public Safety:

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

Prepared by: Elsa Mendoza Jimenez, Director of Health, 755-4526

Approved by:

Date:

Elsa Mendoza Jimenez, Director of Health, 755-4526
Approved by:
Date:
Charles R. Harris, M.D., Interim Chief Executive Officer, Natividad 783-2553
Attachment:
Draft Ordinance creating the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical
Care Commission



Monterey County

Item No.

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

September 14, 2021

Board Report

Legistar File Number: ORD 21-015

Introduced:8/19/2021Current Status:Agenda ReadyVersion:1Matter Type:Ordinance

Adopt an ordinance adding Chapter 2.46 to the Monterey County Code to establish the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission and repealing Chapter 2.45 of the Monterey County Code to terminate the Santa Cruz-Monterey-Merced Managed Medical Care Commission.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt an ordinance adding Chapter 2.46 to the Monterey County Code to establish the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission and repealing Chapter 2.45 of the Monterey County Code to terminate the Santa Cruz-Monterey-Merced Managed Medical Care Commission.

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On August 24, 2021, the Board of Supervisors introduced, waived the reading, and set today's date to adopt the proposed ordinance adding Chapter 2.46 to the Monterey County Code to establish the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission and repealing Chapter 2.45 of the Monterey County Code to terminate the Santa Cruz-Monterey-Merced Managed Medical Care Commission.

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Legistar File Number: ORD 21-015

their approved ordinances by October 1, 2021. The current 3-county Alliance would operate through 2023, and the new 5-county health plan would not be expected to commence operations until January 1, 2024.

On August 2, 2021, the Health, Housing, Homelessness & Human Services Committee recommended support of the Ordinance.

Pursuant to the California Environmental Quality Act (CEQA), the Ordinance does not involve the approval of a "project" because the ordinance and its implementation do not result in a direct or indirect physical change in the environment or in a reasonably foreseeable indirect physical change in the environment. (See Pub. Resources Code Section 21065; CEQA Guidelines Sections 15357, 15377, 15378.) No further CEQA analysis is required.

OTHER AGENCY INVOLVEMENT:

The Director of Health and the Interim CEO of Natividad Medical Center concur with the recommendation. County Counsel reviewed and approved the ordinance as to form and legality.

FINANCING:

There will be no financial impact to the General Fund from passage of the ordinance.

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: Elsa Mendoza Jimenez, Director of Health, 755-4526

Legistar File Number: ORD 21-015

Approved by: DocuSigned by:	
Charles Harris	Date: 8/23/2021 12:11 PM PDT
Charles R. Harris, M.D.,	Interim Chief Executive Officer, Natividad 783-2553

Attachment:

Draft Ordinance creating the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ADDING CHAPTER 2.46 TO THE MONTEREY COUNTY CODE TO ESTABLISH THE SANTA CRUZ-MONTEREY-MERCED-SAN BENITO-MARIPOSA MANAGED MEDICAL CARE COMMISSION AND REPEALING CHAPTER 2.45 OF THE MONTEREY COUNTY CODE TO TERMINATE THE SANTA CRUZ-MONTEREY-MERCED MANAGED MEDICAL CARE COMMISSION

County Counsel Summary

This ordinance establishes the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission and terminates the Santa Cruz-Monterey-Merced Managed Medical Care Commission. The purpose of the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission is to establish a regional health plan for the delivery of quality, publicly-assisted health care to residents of the five counties.

The Board of Supervisors of the County of Monterey ordains as follows:

SECTION 1. FINDINGS AND DECLARATIONS

- 1. The County of Monterey is currently a member agency of the Santa Cruz-Monterey-Merced Managed Medical Care Commission, as authorized under Welfare and Institutions Code Section 14087.54 and as codified in Monterey County Code Chapter 2.45.
- 2. The Board of Supervisors has determined that it is appropriate to form a new Managed Medical Care Commission that will include San Benito and Mariposa Counties.
- 3. Upon the establishment of the new Commission, it will be appropriate to terminate the Santa Cruz-Monterey-Merced Managed Medical Care Commission and repeal Monterey County Code Chapter 2.45.

SECTION 2. Chapter 2.46 is hereby added to the Monterey County Code to read as follows:

Chapter 2.46

SANTA CRUZ-MONTEREY-MERCED-SAN BENITO-MARIPOSA MANAGED MEDICAL CARE COMMISSION

Sections:

2.46.010	Established.
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2.46.020 Purpose.

2.46.030 Membership.

2.46.035 Membership composition.

2.46.040 Bylaws.

2.46.050 Quorum.

2.46.060 Status and power of the Commission.

2.46.080 Reports.

2.46.090 Vacancies.

2.46.010 Established.

Pursuant to California Welfare and Institutions Code Section 14087.54, there is created the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission. This Commission is a multi-county commission representing Santa Cruz, Monterey, Merced, San Benito and Mariposa Counties. The Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission shall be established effective on that date that all five counties have in effect substantially similar ordinances creating the Commission and a quorum of said Commission's members have met to conduct its initial public meeting. Upon the establishment of the Commission, all of the rights, duties, privileges, and immunities vested in Monterey County by Welfare and Institutions Code Section 14087.5 et seq. (Division 9, Part 3, Chapter 7, Article 2.8) are instead transferred to and vested in the Commission and shall continue to be so vested until Monterey County formally terminates its participation in the Commission. Any action to terminate participation must be preceded by a 90-day notice to the other member counties and notice to the California Department of Health Care Services as set forth in Welfare and Institutions Code Section 14087.54(g).

2.46.020 Purpose.

A. The purpose of the Commission is to negotiate exclusive contracts with the California Department of Health Care Services and to arrange for the provision of health care services to qualifying individuals in Santa Cruz County, Monterey County, Merced County, San Benito County and Mariposa County who lack sufficient annual income to meet the cost of health care, and whose other assets are so limited that their application toward the cost of health care would jeopardize the person or family's future minimum self-maintenance and security, pursuant to Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code.

B. The Commission shall design and operate a program that:

- 1. Delivers primary care via a contracted provider network which significantly improves access to primary care and related specialty and ancillary services for enrolled Medi-Cal recipients;
- 2. Includes mechanisms for ensuring that Commission-financed medical care services meet appropriate quality of care standards;
- 3. Incorporates a plan of service delivery and implements reimbursement mechanisms which will promote the long-term viability of a locally operated Medi-Cal managed care system and participating "safety net" providers herein defined as Medi-Cal disproportionate share hospitals, County clinics and licensed community clinics;

Ordinance adding Chapter 2.46 and repealing Chapter 2.45 of the Monterey County Code Page 2 of 7

- 4. Implements a financial plan which includes the creation of a prudent reserve within three years of commencing operations, and which provides that if additional surplus funds accrue, they shall be used to expand access, improve benefits and augment provider reimbursement;
- 5. Gives a high priority to increasing prevention, education, and early intervention services for enrolled recipients;
- 6. Ensures that all program obligations, statutory, contractual or otherwise, shall be the obligations of the program and shall not be the obligations of Santa Cruz County, Monterey County, Merced County, San Benito County, Mariposa County or the State; and
- 7. Implements programs and procedures to ensure that a high level of member satisfaction is maintained.
- C. The Commission shall also be authorized to contract with public insurers, payors or plan sponsors to offer and/or administer their health care programs and to contract with private insurers or plan sponsors to administer their health care programs.

2.46.030 Membership.

- A. The Commission shall consist of a maximum of 25 voting members who, with the exception of the director or designee of the Health Department (or Health Services Agency) of each respective county and be appointed by the respective Board of Supervisors, shall be legal residents of the County of Santa Cruz appointed by the Board of Supervisors of Santa Cruz County, legal residents of Monterey County appointed by the Board of Supervisors of Monterey County, legal residents of Merced County appointed by the Board of Supervisors of Merced County, legal residents of San Benito County appointed by the Board of Supervisors of San Benito County, and legal residents of Mariposa County appointed by the Board of Supervisors of Mariposa County. The Commission shall be generally representative of the diverse skills, backgrounds, interests, and demography of persons residing in each county.
- B. Each member of the Commission shall have a commitment to a health care system which seeks to improve access to high quality health care for all persons, regardless of their economic circumstances, and which in fact delivers high quality care, and which in fact is financially viable. Members of the Commission shall likewise have an abiding commitment to, and interest in, a quality publicly assisted health care delivery system.
- C. The number of voting members of the Commission shall be based upon the number of Medi-Cal beneficiaries within each county and includes a maximum of five (5) members within a county with the number of Commissioners within a county and Commission representation categories determined according to the following formula:

Ordinance adding Chapter 2.46 and repealing Chapter 2.45 of the Monterey County Code Page 3 of 7

- 1. Zero (0) to fifteen thousand (15,000) Medi-Cal beneficiaries within the county equals one (1) commission seat to be filled by the Director of the County Health Department (or Health Services Agency) or their designee;
- 2. Fifteen thousand (15,000) to thirty thousand (30,000) Medi-Cal beneficiaries within the county equals two (2) commission seats to be filled as follows:
 - a. The Director of the County Health Department (or Health Services Agency) or their designee; and
 - b. One at large representative of either the health care provider population or the population of beneficiaries to be served by the Commission.
- 3. Thirty thousand (30,000) to forty-five thousand (45,000) Medi-Cal beneficiaries within the county equals three (3) commission seats to be filled as follows:
 - a. The Director of the County Health Department (or Health Services Agency) or their designee;
 - b. One person representing health care providers; and
 - c. One person from the public representing the population of beneficiaries to be served by the Commission.
- 4. Forty-five thousand (45,000) to sixty thousand (60,000) Medi-Cal beneficiaries within the county equals four (4) commission seats to be filled as follows:
 - a. The Director of the County Health Department (or Health Services Agency) or their designee;
 - b. One member of the Board of Supervisors;
 - c. One person representing health care providers; and
 - d. One person from the public representing the population of beneficiaries to be served by the Commission.
- 5. Sixty thousand (60,000) or more Medi-Cal beneficiaries within the county equals five (5) commission seats to be filled as follows:
 - a. The Director of the County Health Department (or Health Services Agency) or their designee;
- b. One member of the Board of Supervisors; Ordinance adding Chapter 2.46 and repealing Chapter 2.45 of the Monterey County Code Page 4 of 7

- c. One person representing health care providers;
- d. One person from the public representing the population of beneficiaries to be served by the Commission; and
- e. One at large representative of either the public representing the population of beneficiaries to be served by the Commission or one person representing health care providers.
- D. Any elimination of commissioners required based upon a change in the population of Medi-Cal beneficiaries within a county will be achieved through attrition, with a maximum of two years to come into compliance with the membership provisions of this Chapter.
- E. Commissioners shall be appointed by majority vote of the Board of Supervisors of the respective county. Any Commission member may be removed from office by a four-fifths vote of the Board of Supervisors of the County originally appointing that member.
- F. Commissioners appointed by the Monterey County Board of Supervisors shall serve terms of four years, with the exception of the initial selection of members. The majority of the Commission members initially appointed by the Monterey County Board of Supervisors shall serve terms commencing on November 1st of the year in which the fourth district supervisor began a full term. The remaining members initially appointed shall serve terms commencing on November 1st of the year in which the fifth district supervisor began a full term. The initial appointment terms shall be drawn by lots. At the conclusion of a term, a member may be reappointed to a subsequent four-year term or terms.

2.46.035 Membership composition.

The Board of Supervisors declares that the individuals representing health care providers appointed to the Commission are intended to represent and further the interests of said providers, and that such representation and furtherance will ultimately serve the public interest. Accordingly, the Board finds that for purposes of determining whether any such Commissioner has a "financial interest" within the meaning of Government Code Section 87100, the industry, profession, and providers are tantamount to and constitute the public generally within the meaning of Section 87103 of the Government Code.

2.46.040 Bylaws.

Procedures for the conduct of business not otherwise specified in this chapter, including provisions for the creation of standing committees, shall be contained in bylaws adopted by the Commission and submitted to the Board of Supervisors of each County for final approval.

Ordinance adding Chapter 2.46 and repealing Chapter 2.45 of the Monterey County Code Page 5 of 7

2.46.050 Quorum.

A majority of the appointed members of the Commission (excluding any positions that are vacant) shall constitute a quorum, and no act of the Commission shall be valid unless a majority of those members appointed and not disqualified from voting due to a conflict of interest concur therein. Any act of the Commission shall be accomplished by a roll call vote when such a vote is requested by any member in attendance.

2.46.060 Status and power of Commission.

The Commission shall be considered an entity separate from the County of Santa Cruz, the County of Monterey, the County of Merced, the County of San Benito, and the County of Mariposa. The Commission shall have all of the powers made available generally to commissions under Welfare and Institutions Code Section 14087.54. The Commission shall have the power to acquire, possess, and dispose of real or personal property, as may be necessary for the performance of its functions, to employ personnel and contract for services to meet its obligations, and to sue or be sued. Any obligations of the Commission, statutory, contractual, or otherwise, shall be the obligations solely of the Commission and shall not be the obligations of the County of Santa Cruz, the County of Monterey, the County of Merced, the County of San Benito, or the County of Mariposa.

2.46.080 Reports.

- A. The Commission shall submit an annual report to each respective Board of Supervisors and County Administrative Office on or before January 31st of each year. The report shall highlight the activities, accomplishments, and future goals of the Commission.
- B. Any of the respective Boards of Supervisors may request that the Commission submit progress reports and recommendations at any time.

2.46.090 Vacancies.

Vacancies occurring in the Commission shall be filled by the Board of Supervisors of the appointing County for the remainder of the unexpired term only.

SECTION 2. Chapter 2.45 of the Monterey County Code is hereby repealed, the repeal to become effective as of the date that a quorum of the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission's members have met to conduct the Commission's initial public meeting.

SECTION 3. 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

Ordinance adding Chapter 2.46 and repealing Chapter 2.45 of the Monterey County Code Page 6 of 7

the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid. SECTION 4. This ordinance shall become effective on the thirty-first day following its adoption. PASSED AND ADOPTED on this day of _______, 2021, by the Board of Supervisors of the County of Monterey, by the following vote: AYES: NOES: ABSENT: ABSTAIN: Wendy Root Askew, Chair Monterey County Board of Supervisors ATTEST VALERIE RALPH Clerk of the Board of Supervisors APPROVED AS TO FORM: By: __ WENDY S. STRIMLING

Assistant County Counsel

Ordinance adding Chapter 2.46 and repealing Chapter 2.45 of the Monterey County Code Page 7 of 7



Monterey County

Item No.23

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

September 14, 2021

Board Report

Legistar File Number: A 21-467

Introduced: 8/23/2021 Current Status: Health Department -

Consent

Version: 1 Matter Type: BoS Agreement

a. Approve and Authorize the Director of Health, or Assistant Director of Health to execute an Agreement with Chic Events, Inc., DBA Chic Event Rentals (Chic) for tent rentals and auxiliary rental equipment with an effective date retroactively from July 1, 2021 to June 30, 2022, and a contract amount not to exceed \$149,000; and

b. Authorize the Director of Health or Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not exceed 10% of the contract amount and do not significantly change the scope of work.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and Authorize the Director of Health, or Assistant Director of Health to execute an Agreement with Chic Events, Inc., DBA Chic Event Rentals (Chic) for tent rentals and auxiliary rental equipment with an effective date retroactively from July 1, 2021 to June 30, 2022, and a contract amount not to exceed \$149,000; and
- b. Authorize the Director of Health or Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not exceed 10% of the contract amount and do not significantly change the scope of work.

SUMMRY/DISCUSSION:

The Health Department Clinic Services Bureau (Clinic Services) operates ten community clinic sites designated as Federally Qualified Health Centers (FQHCs) which provide preventive, primary, and specialty medical care services which are all mandated by Health Resources and Services Administration (HRSA) to provide primary health services to all patients regardless of ability to pay.

On or around July 2020, Clinic Services determined urgent tent rentals were needed to allow for COVID-19 related activities, including triaging and testing, while maintaining CDC guidelines for social distancing requirements for patients and providers.

At that time, Clinic Services was able to procure expedited tent rentals using an emergency purchase order (EPO) in accordance with the Proclamation of Local Emergency resolution adopted by the Board of Supervisors on March 6, 2020. On July 29, 2021, Clinic Services was notified that the EPO expired on June 30, 2021, and a formal contract would be required to continue tent rental services.

Approval of the recommended action will allow for existing tents to remain in place at designated clinic sites and support future rental needs to meet ongoing COVID-19 response activities. In addition, the

retroactive effective date of July 1, 2021 will allow payments for outstanding invoices to be paid under this Agreement.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Initiative: 2. Enhance community health and safety through prevention. It also supports one of the ten essential public health services, specifically: 4. Mobilize community partnerships and action to identify and solve health problems; and 6. Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and Auditor-Controller's Office have approved this Agreement as to form.

FINANCING:

Sufficient funds are available in the FY 2021-2022 Adopted Budget for Clinic Services Bureau, Health Department (4000-HEA007). This Agreement will be funded primarily with COVID-19 ongoing response grants, with the secondary funding source coming from direct service revenue such as payments from Medi-Cal and Medicare. There is no financial impact to the General Fund resulting from approval of this Agreement.

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: Prisca Segovia, Management Analyst II, 75	5-493
Approved by:	
Date:	_
Elsa Mendoza Jimenez, Director of Health, 755-4526	

Attachment:

Agreement



Monterey County

Item No.

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

September 14, 2021

Board Report

Legistar File Number: A 21-467

Introduced:8/23/2021Current Status:Agenda ReadyVersion:1Matter Type:BoS Agreement

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Check the related Board of Supervisors Strategic Initiatives:

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□Public Safety:

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

Prepared by: Prisca Segovia, Management Analyst II, 755-4939

Approved by:

DocuSigned by:

Date:

Date:

Date:

DocuSigned by:

9:50 AM PDT

Elsa Mendoza Jimenez, Director of Health, 755-4526

Legistar File Number: A 21-467

Attachment:

Agreement

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: Chic Events, Inc., DBA Chic Event Rentals

(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Tent and auxiliary tent rentals as needed for various clinic locations.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of:\$ 149,000.00

3.0 TERM OF AGREEMENT:

- 3.01 The term of this Agreement is from July 1, 2021 to June 30, 2022 , unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

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Exhibit A Scope of Services/Payment Provisions Exhibit B Other:

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

Chic Event Rentals
July 1, 2021 - June 30, 2022
Agreement ID: NTE: \$149,000

- 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 <u>INDEMNIFICATION</u>:

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 <u>INSURANCE REQUIREMENTS:</u>

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 <u>not</u> receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold: Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering

all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Revised 8/8/19

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or 4 of 10

July 1, 2021 - June 30, 2022 NTE: \$149,000

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.

5 of 10

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 <u>County Records:</u> When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 <u>Maintenance of Records:</u> CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 Access to and Audit of Records: The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

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Agreement ID: Chic Event Rentals
July 1, 2021 - June 30, 2022
NTE: \$149,000

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 <u>INDEPENDENT CONTRACTOR:</u>

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Elsa Jimenez	Britney Teaby
Director of Health	Chic Events Rental Representative
Name and Title	Name and Title
1270 Natividad Road	11480 Commercial Parkway
Salinas, CA 93906	Castroville, CA 95012
Address	Address
(831) 755-4526	(831) 375-1055
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 <u>Conflict of Interest:</u> 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 <u>Amendment:</u> 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 <u>Contractor</u>: 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 <u>Assignment and Subcontracting:</u> The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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Agreement ID: Chic Event Rentals
July 1, 2021 - June 30, 2022
NTE: \$149,000

- 15.07 <u>Successors and Assigns:</u> 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 <u>Compliance with Applicable Law:</u> The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **<u>Headings:</u>** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 <u>Time is of the Essence:</u> Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 <u>Construction of Agreement:</u> 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 <u>Counterparts:</u> 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 <u>Authority:</u> 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 <u>Integration:</u> 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 <u>Interpretation of Conflicting Provisions:</u> 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.

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Agreement ID: Chic Event Rentals
July 1, 2021 - June 30, 2022
NTE: \$149,000

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

	COUNTY OF MONTEREY		CONTRACTOR
By:	Contracts/Purchasing Officer		Chic Event Rentals
Date:	Contracts/Furchasing Officer		Contractor's Business Name*
By:			anthony karabetyan
Date:	Department Head (if applicable)	By:	(Signature of Chair, President, or Vice-President) *
By:			President
Date:	Board of Supervisors (if applicable)	Date:	8/19/2021 Name And Title
Approved a	es to Form		
Office of the Cou Leslie J. Girard,	inty Counsel		
By:	Stary Saetta		DocuSigned by:
Date:	County Counsel 8/20/2021 5:17 PM PDT	By:	Britney teaby
Dute.			(Signature of Secretary, Asst. Secretary,
Approved a	s to Fiscal Provisions		GM CFO, Treasurer or Asst. Treasure) *
ъ.	DocuSigned by:		Name and Title
By:	Gary Glosus		8/19/2021 9:07 AM PDT
Date:	Auditor Controller 8/23/2021 1:40 PM PDT	Date:	
Approved a	s to Liability Provisions		
	inty Counsel-Risk Manager County Counsel-Risk Manager		
· ·	County Counsel-Risk Manager		
By:	Risk Management		
Date:	Misk Management		
Country Do	pard of Supervisors' Agreement Number:		. approved on (date):

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

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¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A

To Agreement by and between
The County of Monterey, on behalf of the Monterey County Health Department
AND

Chic Events, Inc., DBA Chic Event Rentals, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Provide commercial grade tent rentals and auxiliary equipment or items on an as-needed basis for clinic sites including, but not limited to, the following locations:

Clinic Locations:

Clinic Name	Location	County Designee(s)
Alisal Health Center	559 East Alisal, Suite 201 Salinas, CA 93905	Adriana Velez
Laurel Internal Medicine	1441 Constitution Blvd, Bldg 151, Suite 16 Salinas, CA 93906	Ivette Lynn
Seaside Family Health Center	1156 Fremont Blvd, Seaside, CA 93955-5715	Denise Vasquez
Laurel Family Practice	1441 Constitution Blvd Bldg 400 Suite 300 Salinas, CA 93906	Begonia Romero
Laurel Vista	1441 Constitution Blvd, Bldg 400 Suite 301 Salinas, CA 93906	Begonia Romero
Laurel Pediatric Clinic	1441 Constitution Blvd, Bldg 200, Suite 101 Salinas, CA 93906-3196	Ivette Lynn
Marina Clinic	3155 De Forest Road, Marina, CA 93933	Denise Vasquez
Marina Integrated Health Clinic	299 12th Street Marina, CA 93933	Denise Vasquez

Bienestar -Salinas	1441 Constitution Blvd.	Begonia Romero
	Bldg. 400, Suite 201	
	Salinas, CA 93906-3100	
NIDO Clinic	1441 Constitution Blvd.	Ivette Lynn
	Bldg. 760	
	Salinas, CA 93906	

- 2. County designee(s) shall be the Outpatient Services Manager IIs (OSMIIs) as listed in the Clinic Locations table above per each clinic. An alternate County designee(s) for this Agreement shall be the Clinic Services Contracts Analyst.
- 3. CONTRACTOR shall inform County designee(s) and Clinic Services Contracts Analyst of any services provided at clinic locations at the time of booking.
- 4. No deliveries or setup shall occur without first informing County designee(s) and receiving written authorization from the County designee(s) that the requested delivery is approved. This is to ensure proper placement and ensure other work is not negatively impacted. Failure by CONCTRACTOR to comply with this requirement may result in the delay or prohibiting of delivery or installation.
- 5. CONTRACTOR agrees to provide all requested tents and auxiliary items in clean, good and usable condition.
- 6. CONTRACTOR agrees to provide County with the necessary rental equipment to meet the requirements of the County under the scope of this Agreement.
- 7. CONTRACTOR agrees to provide County with a 15% discount on the prices advertised publicly and as referenced on Price List hereunder.
- 8. CONTRACTOR shall provide County designee(s) with contact information for scheduled delivery and pick-up.
- 9. CONTRACTOR agrees to provide for and coordinate tent washing, tent and auxiliary equipment replacements as needed and at no cost to County.

B. PAYMENT PROVISIONS / COMPENSATION

County shall pay an amount not to exceed <u>\$149,000</u> for the performance of <u>all things</u> <u>necessary</u> 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:

CONTRACTOR shall provide Tent Package rentals and other tent auxiliary items to County on a Weekly or Monthly basis to include, but not limited to, the following tent package items:

TABLE 1:

SERVICES:	TERMS:	Price
Delivery / Set-Up / Tear Down Rate	One-time charge for first month's tent rental.	\$95.00

TABLE 2:

TENT PACKAGES:	TERMS:	Flat Rate Package Price (Per Tent)
Tent - One 10'x20'x8' - White Top	High Peak or Flat Top Setup, including all necessary auxiliary items in Table 3.	\$1,125.00 Flat Monthly Rate
Tent - One 10'x20'x10 - A-Frame Tent	A-Frame Tent, including all necessary auxiliary items in Table 3.	\$3.333.34 Flat Monthly Rate or \$1,11.11 Weekly Rate Per Tent

TABLE 3:

Qty	TENT AUXILIARY ITEMS:	TERMS	Flat Rate Package Price (Per Tent)
8	Concrete Blocks - 500lbs or 750lbs 500lbs for High Peak 750lbs for JumboTrac	Block weights as recommended by CONTRACTOR	Included with Flat Rate Package Prices in Table 2 and as required per Tent Package.
8	Fabric Cover - Black - 19.5x20x22 750lb - JumboTrac	Size applicable to tent order	
8	Fabric Cover - Black -19.5x20x16.5 500lb - High Peak	Size applicable to tent order	
2	JumboTrac Wall - 10x10 – White (Per JumboTrac)	As needed per order	
2	JumboTrac Walls - 10x20 - White (Per JumboTrac)	As needed per order	
2	High Peak Wall - 8x10 – White (Per High Peak)	Size applicable to tent order	
2	High Peak Wall - 8x20 – White (Per High Peak)	Size applicable to tent order	
1	High Peak Wall - 10x10 - White	Size applicable to tent order	
1	High Peak Wall - 10x20 - White – Used as Flat Top (Per High Peak)	Size applicable to tent order	

1	Heating/AC Package - HVAC Unit - Pioneer 1T	Always include with price listed.	
1	Heating/AC Package - Electric Forced Air Heater - E1.5	Always include with price listed	
1	Safety Package - Fire Extinguisher - 5lb ABC	Always include	
1	Safety Package - Exit Sign with Back Lights	Always include	
1	Safety Package - No Smoking Sign	Always include	
1	Basic Lighting - High Bay Fixture - 100 Watt LED	Always include	
2	Exit Sign - Paper	Always include	
2	No Smoking Sign - Paper	Always include	

PRICE LIST (PER DAY PRICE)	Per Unit Price	15% Discount (Not applicable on monthly pricing)
Tent - 10'x20'x10' - White Top	\$600.00	\$510.00
Tent - High Peak - 10'x20'x8' White	\$600.00	\$510.00
Concrete Blocks - 500 lbs or 750lbs	\$55.00	\$46.75
Fabric Cover - Black - 19.5x20x22 (750lb)	\$15.00	\$12.75
Fabric Cover - Black -19.5x20x16.5 (500lb)	\$15.00	\$12.75
Walls - High Peak Wall - 8x10 - White	\$30.00	\$25.50
Walls - High Peak Wall - 8x20 - White	\$60.00	\$51.00
Walls - High Peak Wall - 10x10 - White	\$30.00	\$25.50
Walls - High Peak Wall - 10x20 - White *Used as top	\$30.00	\$25.50
Walls - JumboTrac Wall - 10x10 - White	\$30.00	\$25.50
Walls - JumboTrac Wall - 10x20 - White	\$30.00	\$25.50
Safety Package - Fire Extinguisher - 5lb ABC	\$25.00	\$21.25
Safety Package - Exit Sign with Back Lights	\$52.00	\$44.20
Safety Package - No Smoking Sign	\$5.00	\$4.25
Lighting - High Bay Fixture - 100 Watt LED	\$175.00	\$148.75

Heat/AC - Electric Forced Air Heater - E1.5	\$95.00	\$80.75
Heat/AC - HVAC - Pioneer 1T	\$500.00	\$425.00
Exit Sign - Paper	\$0.00	\$0.00
No Smoking Sign - Paper	\$0.00	\$0.00

There shall be no travel reimbursement allowed during this Agreement.

C. CONTRACTORS BILLING PROCEDURES

Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

CONTRACTOR shall submit invoices to the following mail or e-mail address listed below periodically or at the completion of services, as applicable, with signatures along with supporting documentation, as may be required by the COUNTY to the following:

Clinic Services Invoices e-mail to:

CS_Finance@co.monterey.ca.us

Clinic Services Invoices mail to:
Monterey County Health Department
Health Business Services - Accounting
1441 Schilling Place
South Building - First Floor
Salinas, CA 93901

CONTRACTOR shall submit invoice monthly, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. 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 thirty (30) days of receiving the certified invoice.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



Monterey County

Item No.24

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

September 14, 2021

Board Report

Legistar File Number: A 21-468

Introduced: 8/24/2021 Current Status: Health Department -

Consent

Version: 1 Matter Type: BoS Agreement

a. Approve and authorize the Director of Health or Assistant Director of Health to sign a non-standard Participant Agreement with Everyone's Harvest to participate in the Alisal Certified Farmers' Market 2021 from August 31, 2021 through October 12, 2021; and

- b. Approve the non-standard risk and liability provisions, as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to execute up to three
- (3) future Participant Agreements, extending the term by one (1) year each, subject to County Counsel approval, and provided the terms of the Agreement remain substantially the same.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or Assistant Director of Health to sign a non-standard Participant Agreement with Everyone's Harvest to participate in the Alisal Certified Farmers' Market 2021 from August 31, 2021 through October 12, 2021; and
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- (3) future Participant Agreements, extending the term by one (1) year each, subject to County Counsel approval, and provided the terms of the Agreement remain substantially the same.

SUMMARY/DISCUSSION:

The Monterey County Health Department Behavioral Health Bureau will attend the Alisal Farmers' Market on a weekly basis, Tuesdays from 9am to 2pm, during the Fall 2021 season. The Early Childhood Services Team, supporting the Children's System of Care, will offer a community Pop-up Play Group to provide Monterey County parents and young children with information and education regarding behavioral health resources. In addition, the Early Childhood Services Team will provide the following:

- Information on dyadic play and attachment tenants to support overall child and parent relationships in our communities using creativity, wonder and exploration.
- Information on attachment and relational concepts, including maternal mental health resource information.
- Opportunities to sign up for additional groups with emphasis on strengthening the parent and child relationship to build bonding and attachment by engaging in additional interactions in a playful bilingual community setting.

This Agreement contains the following non-standard provisions: County of Monterey shall release and hold harmless Everyone's Harvest from all claims of negligence and shall assume risk of liability.

This work supports the following Monterey County Health Department 2018-2022 Strategic Plan Initiative: 1. Empower the community to improve health. It also supports one of the ten essential public health services, specifically: 3. Inform, educate, and empower people about health issues.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:

There are no fiscal provisions included in this Agreement.

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:	Rayna Patel, Management Analyst II, 759-6938
Approved by:	
	Date:
Elsa Mendoza	Jimenez, Director of Health, 755-4526
Attachments:	

Participant Agreement Rules and Regulations Vendor Liability Waiver



Monterey County

Item No.

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

September 14, 2021

Board Report

Legistar File Number: A 21-468

Introduced:8/24/2021Current Status:Agenda ReadyVersion:1Matter Type:BoS Agreement

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Legistar File Number: A 21-468

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OTHER AGENCY INVOLVEMENT:

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FINANCING:

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

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□Public Safety:

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

Prepared by: Rayna Patel, Management Analyst II, 759-6938

Approved by:

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Participant Agreement

Legistar File Number: A 21-468

Rules and Regulations Vendor Liability Waiver **ALL MARKETS RUN: RAIN, SHINE OR FOG**

Everyone's Harvest 2021 Participant Application

SET-UP: AN HOUR AND A HALF BEFORE MARKET IS OPEN MARINA, CA: SUNDAY: 10AM TO 2PM: YEAR-ROUND PACIFIC GROVE, CA: MONDAY: 3PM TO 7PM (3PM TO 6PM WINTER): YEAR-ROUND ALISAL, SALINAS, CA: TUESDAY: 11AM TO 4PM: SEASONAL NATIVIDAD MED. CENTER, SALINAS, CA: WEDNESDAY: 11AM TO Everyone's Harvest P.O Box 1423 Marina, CA 93933 3:30PM: SEASONAL SALINAS VALLEY MEMORIAL, SALINAS, CA: FRIDAY: 12:30PM TO www.everyonesharvest.org 5:30PM: SEASONAL Phone: (831)384-6961 Dana Edgu PHONE # (83) WEBSITE: www. 2-8154 EMAIL: Edgul arde GOVERNMENT GROUP TYPE: ☐ NON-PROFIT ☐ COMMUNITY GROUP ☐ OTHER, PLEASE LIST: REQUESTED SIZE 5'x5' or 10'x10'? 10 XVD YEARS OPERATING: PERSON(S) REPRESENTING GROUP AT THE MARKET(S): WHICH MARKETS ARE YOU INTERESTED IN ATTENDING AND WHAT DATES ARE IDEAL? ☐ MARINA ☐ PACIFIC GROVE 🕱 ALISAL 🚨 NATIVIDAD ■ MEMORIAL HOW WOULD YOUR GROUP LIKE TO PARTICIPATE IN THE MARKET? OUTREACH BOOTH DEMONSTRATION **WORKSHOP** WILL YOUR GROUP BE PROVIDING FOOD SAMPLING? ☐ YES

* If yes, group must understand Monterey County Health codes that apply and receive pre-approval from the Market Manager. If food is prepared outside of the market location, to be consumed by anyone at the market, a current copy of the off-site commercial kitchen health permit where this food is being prepared must be provided before the market date.

OUTREACH BOOTH	
* Groups coming to the market with an outreach booth are expected to come during setup time and to stay for the whole duration of	
the market to support all vendors participating.	
the market to support all vendors participating. TOPIC OF OUTREACH BOOTH: Attumment & Child-Parent Hilliamsh	щ
DESCRIBE GROUP'S DISPLAY AND WHAT WILL BE PROVIDED AT THE MARKET:	,
that with play items + activities.	
Tolli Milli bas of 1 nothills	

ARE YOU SELLING MERCHANDISE FOR A FUNDRAISER? □YES NO PLEASE LIST ITEMS THE GROUP IS REQUESTING TO BE SOLD AT THE MARKET(S):

ARE YOU A POLITICAL CANDIDATE, OR AN ADVOCATE OR OPPONENT OF A POLICICAL CANDIDATE OR A BALLOT MEASURE? YES (NO)

IF YES, You acknowledge your understanding of the following information and disclaimer by executing this application:

F. POLITICAL CANDIDATE, A PROPONET OF A BALLOT MEASURE, OR ADVOCATES post this disclaimer in clear public view at all times at your space at Everyone's Harvest Certified Farmers 'Markets. Participants must conduct their activity in their Market designated space. Walking outside of the Participant's designated space and passing out publications is prohibited. Publications of political candidates and ballot measures are not allowed at Everyone's Harvest's Information Booths.

Disclaimer: Everyone's Harvest is proud to provide space at its markets for all political candidates and their advocates, and proponents and opponents of a ballot measure on an equal opportunity and non-partisan basis. Everyone's Harvest does so only as a public service to the people attending the markets and by doing so it does not endorse or oppose any candidate or measure.

				FREAR	

TITLE OF DEMO/WORSHOP/PERFORMACE:

DESCRIBE WHAT ACTIVITY YOUR GROUP WILL CONDUCT AT THE MARKET: NJ MIN 1HAY A SPAUL WALK CHILDHAN AND FAMILY CAN CHILDREN AND SPAUL CHILDHAN PLAY LET-UP : TO : DEMO/WORKSHOP/PERFORMANCE TIME : TO : JOHN - 2 PM SPECIAL NEEDS OR REQUESTS TO CONDUCT YOUR DEMO/WORKSHOP/PERFORMANCE:
Docusigned by: Marina Pantilunko 65EE9F1502BD412 Deputy County Counsel 8/23/2021 3:46 PM PDT Docusigned by: Cary Glbonry D3834BFEC1D8449 Chief Deputy Auditor-Controller
I, HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THE EVERYONE'S HARVEST CERTIFIED FARMERS MARKET RULES AND REGULATIONS. I REALIZE THAT IF I DO NOT ADHERE TO EVERYONE'S HARVEST CERTIFIED FARMERS MARKET RULES AND REGULATIONS, I MAY BE FINED, SUSPENDED, AND/OR EXPELLED FROM THE MARKET AS DEEMED APPROPRIATE BY THE MARKET MANAGER OR EXECUTIVE DIRECTOR FURTHERMORE, I UNDERSTAND THAT IF I AM INVITED TO PARTICIPATE IN THE MARKET, THE MARKET MANGER RESERVES THE RIGHT TO LIMIT THE COMMODITIES I BRING AND THE TIME FRAME OF MY ATTENDANCE. AGREE ALL FUNDS GENERATED FROM MARKET ACTIVITIES WILL GO BACK INTO OUR GROUP'S EFFORTS.
Signature: Date:

BEFORE APPLYING FOR A FREE MARKET SPACE GROUPS MUST UNDERSTAND:

- Free space may only apply to charitable groups who receive approval from the Market Manager to have a free space at the Market(s) for purposes of outreaching the charitable group's services and/or activities to the local community and for fundraising activities.
- All groups are considered on a weekly and rotating basis in order to give all interested groups a
 fair chance at attending the Market.
- Upon request from Everyone's Harvest, the charitable group must provide proof that the group is currently active and the representative's position in the group is valid with publications or minutes from a group's meeting.
- The group must provide their own, table(s), chair(s) and publications.
- Walking outside of the participant's designated space and passing out publications is prohibited.
- No items sold for fundraising activities by the groups may compete with paying participants.
- All community group demos/workshops/performances must be free to the public and appropriate for families.
- Everyone's Harvest reserves the right to determine if a fundraising activity is competing with a paying participant.

ALL GROUPS MUST:

- Be a group of people working to help the common good
- Have educational information about your group's mission and vision displayed at your booth
- Money generated from fundraising activities at the market must go back into the group's mission and not compete with paid Market vendors or farmers

IMPORTANT GUIDELINES TO REMEMBER:

Everyone's Harvest encourages topics that promote healthy eating and active living

	\mathbf{PLE}	ASE INCL	LIDE THE EOLI	OWING WHEN SUBMITTING YOUR	APPLICATIO
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 Everyone's Harvest Market-specific 2021 Hold Harmless Agreement Any additional information and literature 	
Everyone's Harvest Certified Farmers 'Markets are operated by the non-profit organization, state, county and local laws, for the benefit of farmers and cons	
, , ,	
For Internal Use Only	
Date Application Received / Día Que La Aplicación Se Recibió:	
Date Application Processed / Día Que La Aplicación Se Procesó:	
Congratulations, you are approved for the following market(s) / Fepara el/los siguiente(s) mercado(s):	elicidades, usted esta aprobado
Sorry, unfortunately you are not approved to participate at an EH	market.
For the time period of / Para la temporada de:	to / hasta
Sincerely / Sinceramente,	
Everyone's Harvest	
Distribute a transcor	



Everyone's Harvest: Certified Farmers' Markets 2021: Rules & Regulations Sign Off-Sheet

The purpose of the 2021 Rules and Regulations is to govern, administer, and manage Everyone's Harvest Certified Farmers' Markets. In issuing these rules, it is not our intent to burden participants, but to ensure the smooth operations. Please initial and sign below agreeing you and your employees understand the 2021 Rules & Regulations. Note some key points below:

The Market Manager or Executive Director has the right to fine any Participant for not following Everyone's Harvest Rules and Regulations. Participant fines can range from \$15 to \$150. Failure to enforce any Rule or Regulation shall not constitute a waiver of enforcement of such Rules and Regulations at any future time.
All Participants must accurately record gross sales for that market day to be turned into the EH Market Manager on site before leaving the Market for that day. It is the responsibility of each Participant to accurately record gross sales per market on EH CFMs paperwork. If Participants' sales are not being recorded accurately, it may lead to an internal audit of your business, as it pertains to EH CFMs.

CANCELLATIONS: All markets run rain or shine.

- Each CFM Participant in a year round market has four (4) cancellation passes, each CFM Participant in a seasonal market has two (2) cancellation passes.
- Participants are still required to give 48 hour notice to the EH Market Manager by calling (831) 384-6961. A no-show (failing to give prior notice) or cancelling in excess of their allotment for the season will result in a fine. Exceptions include a broken-down car, illness or a family emergency.
- When a Participant calls to cancel, a definite commitment must be given that the Participant either will or will not be at the Market.
- It is the responsibility of each Participant to make judgments about the weather and determine her/his attendance based on her/his own judgments.

Please refer to the times below to ensure you are giving proper notice of your absence by calling

(831) 384-6961:

Marina: Friday by 9:30 am

Pacific Grove: Saturday by 2:30 pm East Alisal: Sunday by 10:30 am

Natividad Medical Center: Monday by 10:30 am

Salinas Valley Memorial Healthcare: Wednesday by 12:30 pm

Please refer to PG. 9 of Rules and Regulations to understand fines that will be applied if the Participant fails to give proper notice.

Prior to ap	oproval for Certified	l Producers, a fa	arm inspection will	be done by	/ EH
Management. The Par	ticipant must grant	permission to the	he EH Market Man	ager or any	/ Membei

of EH Staff or the Board to enter the Participant's premises for the reasonable inspection of: land, facilities, proof of ownership, partnership agreement, land lease and other applicable agreements and documents in order to determine whether the Participant is in compliance with the Governmental Law and the Rules and Regulations. Such inspections can be made without prior notice during daylight hours. Refusal of such inspections will be considered an incident of non-compliance with these Rules and Regulations.
DISPLAY ALL PERMITS AND LICENSES: All required documents shall be provided and must accompany all produce and products during transportation. During Market selling hours an original or certified copy of documentation must be displayed prominently.
PARTICIPANT SPACE: Tents and shade set-ups must be tied down by at least 50 pounds on two sides to equal a total of 100 pounds at all times distributed throughout the tent. All connecting rods of the shade set-ups and weights must be secure in their fittings. Tarps must be securely fastened.
All boxes or crates of produce and other food products must be kept 6 inches off the ground under Section 27831 of the State Health & Safety Code.
SIGNAGE AND PROMOTION:
1. Prices must be clearly posted on all products. Collusion among Participants to change prices or exertion of any influence, pressure, or persuasion to cause a Participant to increase prices is strictly forbidden (state law).
2. All Certified Producers must display, in some way, the following information: farm business, county business is conducted in, products sold, and a statement verifying that what is being sold was grown by that business.
3. All packaged products must be labeled with the name of the farm or Producer, the address and the weight of the contents (state law). Co-op products and labels are not acceptable; use farm/Producer name while adding weight and lot numbers to verify that the product came from the Producer.
4. Organic and Conventional commodities sold in the same stall space need clear, visible and non-confusing signage stating which products are Organic and which products are Conventional. Failure to post these signs will result in non-compliance resulting in one warning and further non-compliance will result in not allowing both types of products to be sold in one booth space.
PARTICIPANT APPROVAL: Each Participant must reapply and be approved each
year for participation in each Everyone's Harvest Certified Farmers' Market. The decision to approve a Participant to participate in an Everyone's Harvest Certified Farmers' Market is made by the Executive Director or the Board of Directors with recommendations from the Market Manager. Participant's renewal is not guaranteed but is subject to the sole discretion of the Executive Director or the Board of Directors. After the Participant has been approved, the Participant has one month from approval to pay an Approval Due fee of \$50.00 per market to continue selling at the Market(s).
Participants are responsible to furnish Everyone's Harvest with copies of current required documents form the city, state, county and federal government for applicable activities the Participant conducts at the Market(s). It is the responsibility of every Participant at every Market to post their current required documents.

Manager before leaving each Market. Load List is due after and turn in your Load Lists after each Market may result in the Market Manager.	•
I,abide by Everyone's Harvest 2021 Rules and Regulations.	(print), understand and will
(Signature)	— (Date)

BROKER. ***Following Agricultural Code 47025 (a): Direct Marketing CCR 1392.9(b). 8. Load Lists, provided by Everyone's Harvest, are to be turned in before the end of each Market day. It is the sole responsibility of the Certified Producer to turn in a completed Load List to the Market

VENDOR LIABILITY WAIVER

THIS VENDOR LIABILITY WAIVER ("Waiver") is entered into effective as of the date of signature in consideration for you ("Releasor" or "Vendor") receiving permission to enter, rent, lease, license, occupy or otherwise make use of selling space (the "Market Space") at an EVERYONE'S HARVEST CERTIFIED FARMERS' MARKET (the "Market") operated by Everyone's Harvest, a California nonprofit public benefit corporation ("Everyone's Harvest").

AGREEMENT

- 1. General Release. In consideration of Everyone's Harvest granting me the right to use the Market Space, I, for myself, my employees, agents, representatives, and assigns, hereby release and hold harmless Everyone's Harvest, and its contractors, directors, officers, employees, agents, representatives and assigns ("Releasees"), from all claims of negligence resulting in personal injury, accident, illness (including death) or property damage arising from or relating to my participation in the Market and use of the Market Space.
- 2. Assumption of Risk. In executing this release, I acknowledge that participation in the Market and use of the Market Space carries certain inherent dangers that cannot readily be eliminated regardless of the care taken to prevent and avoid injury, and hereby additionally assume the risk of liability for injury, accident, or illness, including death, resulting from such dangers. These dangers include, without limitation, heavy lifting, falling objects, exposure to hazardous materials or equipment, exposed wires, moving vehicles, and uneven footing, as well as general risks including, but not limited to slips, trips, falls, cuts, adverse weather conditions, falling trees or branches, and the acts or omissions of Market customers or vendors or other members of the public. I understand that the description of the risks in this Waiver is not complete and that other risks or events arising from participation in the Market or use of the Market Space, both known or unknown, anticipated or unanticipated, may result in serious bodily injury, death, or property damage.
- 3. Indemnification. I agree to indemnify and defend Releasees, through their own choice of counsel, against any and all claims arising out of or related to the negligent or intentional acts or omissions of myself, my employees, agents, representatives or assigns in connection with my participation in the Market or use of the Market Space, including any acts or omissions undertaken in contravention of Everyone's Harvest's Rules and Regulations.
- 4. Compliance with Laws. I agree to obey all laws, ordinances, rules and regulations adopted or established by Federal, State, or local governmental agencies or bodies while participating in the Market or using the Market Space.
- 5. Media Release. In further consideration for my use of the Market Space, I authorize Everyone's Harvest the use of my likeness or identifying information in any publications or publicity materials. including but not limited to, books, internet and web content, newsletters, newspapers, and other means of advertising, without any compensation or fee being paid.
- 6. Choice of Law. I agree that any dispute concerning this Waiver will be governed by the laws of the State of California and that the exclusive venue for any dispute that may arise out of this Agreement will be in Monterey County, California. If any clause or provision of this Waiver is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision will not otherwise affect the remaining provisions of this Agreement, which will continue to be enforceable.

7. I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THI
WAIVER, I AM FREELY AND KNOWINGLY AGREEING TO ALL OF THE PROVISIONS OF THI
WAIVER, AND I UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS OF THE WAIVER.

Vendor Signature	Dated
Vendor Print Name	Farm/Business Name



Monterey County

Item No.25

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

September 14, 2021

Board Report

Legistar File Number: A 21-470

Introduced: 8/25/2021 Current Status: Health Department -

Consent

Version: 1 Matter Type: BoS Agreement

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 1 to Mental Health Services Agreement A-15386 with The Epicenter for the provision of Prevention and Early Intervention Outreach and Engagement services, retroactive to September 1, 2021, and adding \$125,000 for FY 2021-2022 and \$150,000 for FY 2022-2023, for a new total Agreement amount not to exceed \$545,000 for the same full term of July 1, 2021 through June 30, 2024.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 1 to Mental Health Services Agreement A-15386 with The Epicenter for the provision of Prevention and Early Intervention Outreach and Engagement services, retroactive to September 1, 2021, and adding \$125,000 for FY 2021-2022 and \$150,000 for FY 2022-2023, for a new total Agreement amount not to exceed \$545,000 for the same full term of July 1, 2021 through June 30, 2024.

SUMMARY/DISCUSSION:

The County currently has Agreement A-15386 with The Epicenter. In Fiscal Year (FY) 2020-21, the Monterey County Health Department, Behavioral Health Bureau conducted Request for Proposal (RFP) #10787 for Mental Health Services Act, Prevention and Early Intervention (PEI) Services which are aimed at preventing mental illnesses from becoming severe and disabling. PEI services focus on preventing the onset of mental health issues and/or providing early intervention treatment and referral services. The Epicenter is one of several community agencies that were awarded funding for PEI services through the RFP.

In FY 2021-2022 and FY 2022-2023, The Epicenter will provide mental health outreach and engagement services to educate youth about the importance of mental health well-being and engagement in services. The Epicenter will refer youth to Monterey County Behavioral Health services and make them aware of the resources provided by Monterey County Behavioral Health. They will conduct 4 listening sessions which will be Youth led to improve the outcomes and identification of need regarding Mental Health service support. In addition, The Epicenter will conduct support groups consisting of peers inclusive of homogeneous demographics to include youth who are homeless, LGBTQ+, socio-economically disadvantaged, youth involved with the foster care system and other disenfranchised/underserved populations. This Amendment No. 1 is retroactive to September 1, 2021 due to the timeline of conducting the RFP and prolonged contract negotiations.

This Agreement contains the County's standard 30-day "no cause" provision (Section IV, B) and an additional defunding provision (Section IV, D), which provides the County the ability to amend or terminate the Agreement in the event of a reduction and/or termination of funding.

This work supports the following Monterey County Health Department 2018-2022 Strategic Plan Initiative: 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten essential public health services, specifically: 7. Link people to needed personal health services and assure the provisions of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

The office of the County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions respectively.

FINANCING:

Th This Amendment No. 1 is funded by Mental Health Services Act (MSHA) Prevention and Early Intervention (PEI) funds. The funds for FY 2021-22 are included in the Health Department's Behavioral Health Bureau (HEA012, Unit 8410) FY 2021-22 Adopted Budget. The funds for this Agreement for FY 2022-23 and FY 2023-24 will be included in the respective Health Department's Behavioral Health (HEA012, Unit 8410) FY 2022-23 and FY 2023-24 Requested Budget. Approval of this action has no impact on the County General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

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

☐ Administration:

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

⊠ Health & Human Services:

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

Infrastructure:

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

☐ Public Safety:

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

Prepared By: Rose Moreno, Management Analyst III, 755-4716

Approved By:

Date:	
Elsa Mendoza Jimenez, Director of Health, 755-4526	
Attachments:	
Amendment No 1	
Agreement	



Monterey County

Item No.

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

September 14, 2021

Board Report

Legistar File Number: A 21-470

Introduced:8/25/2021Current Status:ATS ReviewVersion:1Matter Type:BoS Agreement

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Legistar File Number: A 21-470

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This work supports the following Monterey County Health Department 2018-2022 Strategic Plan Initiative: 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten essential public health services, specifically: 7. Link people to needed personal health services and assure the provisions of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

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Th This Amendment No. 1 is funded by Mental Health Services Act (MSHA) Prevention and Early Intervention (PEI) funds. The funds for FY 2021-22 are included in the Health Department's Behavioral Health Bureau (HEA012, Unit 8410) FY 2021-22 Adopted Budget. The funds for this Agreement for FY 2022-23 and FY 2023-24 will be included in the respective Health Department's Behavioral Health (HEA012, Unit 8410) FY 2022-23 and FY 2023-24 Requested Budget. Approval of this action has no impact on the County General Fund.

<u>BOARD OF SUPERVISORS STRATEGIC INITIATIVES</u>: Check the related Board of Supervisors Strategic Initiatives:

□ Economic Development:
• Through collaboration, strengthen economic development to ensure a diversified and healthy economy.
□ Administration:

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

⊠ Health & Human Services:

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

☐ Infrastructure:

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

□ Public Safety:

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

Prepared By: Rose Moreno, Management Analyst III, 755-4716

Approved By:

Legistar File Number: A 21-470

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Amendment No 1

Agreement

AMENDMENT NO. 1 TO MENTAL HEALTH SERVICES AGREEMENT NO. A-15386 BETWEEN COUNTY OF MONTEREY AND THE EPICENTER

This Amendment No. 1 to Agreement A-15386 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and The Epicenter, hereinafter referred to as CONTRACTOR.

WHEREAS, on June 22, 2021, the COUNTY and CONTRACTOR entered into Agreement A-15386, and

WHEREAS, the COUNTY and CONTRACTOR request to amend the Agreement as specified below:

1. Add Program 3: Outreach and Engagement services and funding for FYs 2021-23.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

- 1. EXHIBIT A: PROGRAM DESCRIPTION is replaced by EXHIBIT A-1: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
- 2. EXHIBIT B: PAYMENT AND BILLING PROVISIONS is replaced by EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
- 3. Except as provided herein, all remaining terms, conditions and provisions of this Agreement are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the Agreement.
- 4. This AMENDMENT NO. 1 shall be effective September 1, 2021.
- 5. This Amendment increases the contract amount by \$275,000 for a new contract amount of \$545,000.

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6. A copy of the AMENDMENT NO. 1 shall be attached to the original Agreement executed by the COUNTY on June 22, 2021.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY		CONTRACTOR
By:		THE EPICENTER
Contracts/Purchasing Officer Date:	By:	Contractor's Business, Name* Kull Sufer
By: Department Head (if applicable)	_	(Signature of Chriff, President, or Vice-President) * Richelle Santoya, E.D.
Date:	_	Name and Title
	Date:	8/24/2021 9:57 AM PDT
By: Board of Supervisors (if applicable)		
Date:		
Approved as to Form 1 Docusigned by:		
By: Stay Satta County Counsel	Ву:	(C'anatom of Canadam And Canadam
8/24/2021 11:28 AM PDT Date:		(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *
Approved as to Fiscal Provisions v.	_	Name and Title
By: Gary Gloney D3834BFEC1D8449 Auditor/Controller	Date:	
Auditor/Controller 8/24/2021 11:30 AM PDT Date:		
Approved as to Liability Provisions ³		
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. ¹Approval by County Counsel is required; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions ²Approval by Auditor-Controller is required ³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

EXHIBIT A-1 PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

The Epicenter 20 Maple St. Salinas, CA 93901 (831) 998-7502

II. PROGRAM DESCRIPTION

The Epicenter focuses on empowering transition age youth (ages 16 - 24), integrating resources and services, working with the entire community to address the barriers that youth face and create a safe place for all youth to feel supported as they navigate the transition to adulthood.

The Epicenter model is built upon six pillars that result in a unique, highly effective approach to transforming outcomes for transition-age youth:

- 1. **Intergenerational Learning**: Young people and older people learn from each other, sharing points of view and wisdom.
- 2. **Building Community**: Create authentic relationships of support between the community, youth and The Epicenter that give youth a place in the community and engages them as leaders outside of the Center.
- 3. **Youth Leadership & Development**: Young people are coached to share power with adult co-leaders, make decisions, run the Center and serve as peer mentors.
- 4. **Unique Culture:** Develop a culture that values honest feedback, individuality and opportunities to learn and grow through challenges and successes. Creating a safe space for genuine personal development through risk-taking and self-discovery.
- 5. **Systems Change**: Challenge communities to build better and more innovative systems to support youth, caregivers and professionals.
- 6. **Co-Located Staff:** Create a highly functioning, developmentally appropriate service system supported by multi-agency staff teams who are committed to youth-friendly practices.

III. PROGRAM GOALS

- 1. Increase access to culturally competent and linguistically appropriate services for transition age youth (ages 16 24).
- 2. Creating a safe environment for transition age youth to support their transition into adulthood.
- 3. Support the development of leadership skills for transition age youth.

IV. PROGRAM I: Brilliant Minds

A. POPULATION OF FOCUS

Monterey County transition age youth (TAY) ages 16 - 24 who are currently transitioning from the various systems of care in Monterey County (Child Welfare

System, Mental Health System and Probation System) and other transition age youth (ages 16-24) not currently transitioning from and/or connected to a system of care.

B. SCOPE OF WORK

- 1. CONTRACTOR shall provide all services in a linguistically appropriate and culturally competent manner. Staffing and partnerships will be sufficient to ensure ability to meet all requirements in this Contract.
- 2. CONTRACTOR shall serve an estimated 250 Monterey County TAY youth per FY.
- CONTRACTOR shall ensure co-located partners will provide coaching to explore educational placement options, housing options, pathways to physical and emotion wellness and opportunities for employment placement and readiness.
- 4. CONTRACTOR shall provide safety skills including, but not limited to, substance abuse prevention, smoking cessation, pregnancy prevention, nutrition education, promotion and access to behavioral health services and prevention and early intervention through peer-to-peer mentorship and collaboration with other agencies.
- 5. CONTRACTOR shall work with TAY youth to create goals that move youth forward in housing, education, employment, wellness and permanency continuums. CONTRACTOR will work with youth exiting systems of care to develop a transition plan to bridge youth into the services offered at Epicenter for TAY youth.
- 6. CONTRACTOR shall make available drop-in and virtual services to all TAY youth at the Epicenter. The Center shall provide referrals and access to a variety of services that support independent living skills, including peer support, information and referral, food, computer access, job boards, resource connections and connections to a multitude of co-located services that TAY youth may not access otherwise.
- 7. CONTRACTOR shall increase TAY youths' independent living skills and knowledge in order to reach self-sufficiency through a variety of experiential learning opportunities including workshops, caregiver engagement and special events.
- 8. CONTRACTOR shall support TAY youth in building their leadership capacity, teach them to advocate on behalf of their needs and encourage them to have a presence in the community.
- 9. CONTRACTOR'S staff and co-located staff will provide targeted case management to TAY youth who have made progress towards independence by strengthening linkages to the community and accessing available resources.

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V. CONTRACT MONITOR

Kacey Rodenbush Behavioral Health Service Manager II 299 12th Street Marina, CA 93933 (831) 647-7651

PROGRAM II: LGBTQ+ Network of Affirmative Care

I. IDENTIFICATION OF PROVIDER

The Epicenter 20 Maple St. Salinas, CA 93901 (831) 998-7502

II. SCOPE OF WORK

- Contractor will work in partnership with Monterey County Behavioral Health (MCBH), youth serving systems and local service providers to increase access for LGBTQ+ TAY youth to welcoming, culturally competent and linguistically appropriate services available through the MCBH Network of Affirmative Care.
- 2. CONTRACTOR shall serve an estimated 100 Monterey County youth per FY.
- 3. CONTRACTOR shall link LGBTQ+ TAY youth in need of mental health services and supports to the MCBH LGBTQ+ Network Navigator.
- 4. CONTRACTOR shall provide a support group that will meet at least twice monthly in Salinas and monthly in South County to provide social connection and networking opportunities for LGBTQ+ TAY youth.
- 5. CONTRACTOR shall provide training on LGBTQ+ Resources and Cultivating a LGBTQ+ Friendly Space to various TAY youth serving systems (MCBH, schools, child welfare, juvenile probation) in collaboration with MCBH when requested.
- 6. CONTRACTOR shall maintain a community LGBTQ+ resource map to include information on accessing MCBH Network of Affirmative Care to be shared with the larger community and updated on an annual basis.
- 7. CONTRACTOR shall develop a report for MCBH and relevant stakeholders that outlines both LGBTQ+ TAY youth mental health needs and provides a suggested prioritization of services necessary to meet these needs.
- 8. CONTRACTOR shall facilitate community dialogue with parents, caregivers and LGBTQ+ TAY youth to explore needs and identify opportunities to create

- support groups and other types of mental health services for parents/caregivers of LGBTQ+ TAY youth in Monterey County.
- 10. CONTRACTOR shall provide a Youth Advocate to provide peer-to-peer mentoring for LGBTQ+ transitional age youth in need of support to explore gender identity and sexual orientation.
- 11. CONTRACTOR shall provide a confidential office space at the Epicenter for MCBH co-located staff to provide mental health services and supports for identified LGBTQ+ TAY youth.
- 12. CONTRACTOR shall meet bimonthly with MCBH program staff to discuss utilization of LGBTQ+ Network of Affirmative Care and address any barriers to access MCBH services and supports.
- 13. CONTRACTOR will support promotion of the LGBTQ+ Network of Affirmative Care and related community offerings through posting information on the Epicenter website, on social media accounts when requested, and in community presentations on LGBTQ+ resources within Monterey County.

III. POPULATION OF FOCUS

Monterey County TAY youth ages 16 - 24 identifying or exploring identities as lesbian, gay, bisexual, transgender, and queer (LGBTQ+) in need of mental health services and supports.

VII. REPORTING REQUIREMENTS

CONTRACTOR shall meet regularly with the designated Behavioral Health Service Manager to monitor progress on client and program outcomes.

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, DHCS and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention Services Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in each Program Description. As part of the County's ongoing PEI Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with <u>State PEI regulations</u>.

VIII. CONTRACT MONITOR

Kacey Rodenbush Behavioral Health Service Manager II 299 12th Street Marina, CA 93933 (831) 647-7651

PROGRAM III: Youth Development/Mental Health Support Program (09/01/2021-06/30/2023)

I. IDENTIFICATION OF PROVIDER

The Epicenter 20 Maple St. Salinas, CA 93901 (831) 998-7502

II. PROGRAM DESCRIPTION

Our Youth Development/Mental Support Program consists of strengthening youth developmental assets and awareness of community resources while providing opportunities for outreach, leadership, self-advocacy, healthy activities and community engagement.

III. SCOPE OF WORK-PREVENTION SERVICES

- 1. The Epicenter in collaboration with its partnership with Monterey County Office of Education (MCOE) and the MCAET studio will produce student-led Public Service Announcements (PSAs) around Mental Health Awareness/Resources.
- 2. The Epicenter will refer youth to Monterey County Behavioral Health services and make them aware of the resources provided by Monterey County Behavioral Health.
- 3. The Epicenter will conduct 4 listening sessions which will be Youth led to improve the outcomes and identification of need regarding Mental Health service support.
- 4. The Epicenter will conduct support groups consisting of peers inclusive of homogeneous demographics to include youth who are homeless, LGBTQ+, socioeconomically disadvantaged, youth involved with the foster care system and other disenfranchised/underserved populations.
- 5. The Epicenter will conduct community presentations at various school sites to inform the public of our capacity and community resources around Mental Health needs.
- 6. The Epicenter shall provide youth with the opportunities to engage in interesting and relevant skill building and healthy activities. Youth will develop and build specific skills through program activities

Deliverables:

- 1. 15 youth served in support groups or number of support groups with estimated average attendance per fiscal year.
- 2. 3 community presentations per fiscal year.
- 3. 5 youth or individuals who will participate in community presentations per fiscal year.
- 4. Average of 20 attendees at each of the 3 presentations.
- 5. 50 youth who engage in skill building/healthy activities per fiscal year.

C Program Goals

1. Youth will have knowledge of when to ask for help with an emotional or mental health issue

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- 2. Youth will have knowledge of where to go for help with an emotional or mental health issue
 - 3. Youth will gain solid coping skills
 - 4. Youth will develop a sense of social connectedness

D Program Objectives

- 1. The program shall provide all services in linguistically appropriate and culturally competent manner
- 2. The program shall provide the youth with opportunities for community engagement. Youth will learn about their community and its resources, interface with community leaders, offer community presentations about mental Health and contribute to the health and safety of the community through environmental prevention strategies
- 3. The program will provide opportunities for leadership and advocacy and build caring and meaningful relationships with their peers
 - 4. The program will strengthen linkages to the community and available resources

E Service Delivery Site(s)

1. Site(s):

20 Maple St. Salinas, Ca. 93901

152 E. Gabilan St. Salinas, Ca. 93902

2. Hours of Operation:

M - Thurs 12:00 - 7:00 p.m.

IV. PROGRAM ELIGIBILITY

Population/Catchment Area to Be Served

Transitional aged youth (ages 16-24) to include youth who are homeless, LGBTQ+, socio-economically disadvantaged, youth who are in the foster care system and other disenfranchised/underserved populations in Monterey County.

Financial Eligibility: N/A

Legal Status: Voluntary

V. MEETINGS/COMMUNICATIONS

CONTRACTOR will meet regularly with the designated MCBHB Deputy Director or Services Manager ("Contract Monitor") to monitor progress on consumer and program outcomes; oversee contract implementation; and evaluate contract usage, effectiveness, issues, and recommendations.

VI. REPORTING REQUIREMENTS

Monterey County Behavioral Health (MCBH) shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services

and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes identified by the Prevention and Early Intervention (PEI) regulations. Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH's designated Contract Monitor and EvalCorp at MCBH-EVAL@evalcorp.com.

VII. DESIGNATED CONTRACT MONITOR

Dana Edgull
Behavioral Health Services Manager
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Rd.
Salinas, CA 93906
(831) 796-6110
edgulldr@co.monterey.ca.us

EXHIBIT B-1:

PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Negotiated, Provisional Rates and Cash Flow Advance up to the maximum annual contract amount.

II. PAYMENT RATE

CONTRACTOR shall be reimbursed the following negotiated rates which are subject to all the cost report conditions set forth in this Exhibit B.

PROGRAM 1: Brilliant Minds

Fiscal Year (FY)	Quarterly Invoice Amount	Total Annual Amount
FY 2021-22	\$11,250	\$45,000
FY 2022-23	\$11,250	\$45,000
FY 2023-24	\$11,250	\$45,000
Total Maximum Amount for FY 2021-24		\$135,000

PROGRAM 2: LGBTQ+ Network of Affirmative Care

Fiscal Year (FY)	Quarterly Invoice Amount	Total Annual Amount
FY 2021-22	\$11,250	\$45,000
FY 2022-23	\$11,250	\$45,000
FY 2023-24	\$11,250	\$45,000
Total Maximum Amount for FY 2021-24		\$135,000

PROGRAM 3: Youth Development/Mental Health Support Program

Fiscal Year (FY)	Quarterly Invoice Amount	Total Annual Amount
FY 2021-22 (9/01/21-6/30/22)	\$12,500	\$125,000
FY 2022-23 \$12,500		\$150,000
Total Maximum Amount for FY 2021-23		\$275,000

III. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code

of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA), which is based on the most recent State's Schedule of Maximum Allowances (SMA) as established by the State's Department of Mental Health. The SMA Schedule shall be used until COUNTY establishes the COUNTY'S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this

Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement. In the event the back-up documentation does not fully justify the amount of the prior month's payment, COUNTY shall reconcile the subsequent month's Cash Flow Advance payment.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such

certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

IV. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of \$545,000 for services rendered under this Agreement.

B. Maximum Annual Liability:

Fiscal Year	Amount
FY 2021-22	\$215,000
FY 2022-23	\$240,000
FY 2023-24	\$90,000
Total Agreement Amount	\$545,000

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section D. above with respect to the <u>Survival of Obligations after Termination</u>, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

V. BILLING AND PAYMENT LIMITATIONS

A. <u>Provisional Payments</u>: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or

Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

- B. <u>Allowable Costs</u>: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. <u>Cost Control</u>: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. <u>Adjustment of Claims Based on Other Data and Information</u>: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VI. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S

- notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries and to Healthy Families subscribers diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

- A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services and/or Healthy Families services are submitted by CONTRACTOR to COUNTY.
 - CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.
- B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.
- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

VIII. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
 - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.
 - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.
- D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
- E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.
- F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:
 - 1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.

- 2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
- 3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

IX. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

X. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."

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Contract Number:

COUNTY OF MONTEREY MENTAL HEALTH SERVICES AGREEMENT

	COUNTY Department Contract Representative

Elsa M. Jimenez, Director of Health 1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "COUNTY") and **THE EPICENTER** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: Support and services to at-risk and system involved transition age youth (ages 16-24).

II. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION

EXHIBIT B: PAYMENT AND BILLING PROVISIONS

EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION

EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE

REHABILITATION ACT OF 1973, AS AMENDED

EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY

CULTURAL COMPETENCY POLICY

EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

EXHIBIT G: COST REIMBURSEMENT INVOICE FORM

EXHIBIT H: BUDGET AND EXPENDITURE REPORT

EXHIBIT I: ANNUAL REPORT(S), COST REPORT SETTLEMENT AND AUDIT

III. PAYMENT BY COUNTY

- A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Provisional Rates or at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.
- B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

IV. TERM AND TERMINATION

- A. <u>Term</u>. This Agreement shall be effective **July 1, 2021** and shall remain in effect until **June 30, 2024**.
- B. <u>Termination without Cause</u>. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.
- C. <u>Termination with Cause</u>. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
 - 1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;
 - 2. CONTRACTOR'S failure to abide by Grievance decisions;
 - 3. CONTRACTOR'S failure to meet COUNTY qualification criteria;

- 4. CONTRACTOR'S failure to submit Annual Reports, Provider's Certification, and accompanying audited financial statement, CONTRACTOR'S Year-End Cost Report Settlement and/or other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;
- 5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period.
- 6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;
- 7. CONTRACTOR loses its licensure or certification;
- 8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;
- 9. Breach by CONTRACTOR of any confidentiality obligation;
- 10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);
- 11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;
- 12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;
- 13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or
- 14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

- D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.
- E. <u>Survival of Obligations after Termination</u>. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
 - 1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;
 - 2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;
 - 3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;
 - 4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section VIII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XI to this Agreement, professional liability insurance described in Section XII to this Agreement, annual reports and cost report settlement described in Section XIV and in accordance with Exhibit I to this Agreement, and access to and audit of records described in Section XV to this Agreement, and in accordance with all applicable laws; and
 - 5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way

with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

V. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

- A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act, California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB) Circular Nos. A-122 and 133, the Cost Reporting/Data Collection (CR/DC) Manual, and the Mental Health policies issued by the County of Monterey.
- B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VI. CONTRACT MONITORING AND QUALITY CONTROL

- A. The Federal, State and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timelines of services performed under this Agreement.
- B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.
- C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting, as stipulated in the Cost Reporting/Data Collection ("CR/DC") manual, are subject to special review and audit.

D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

VII. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

- A. <u>Licensure and Certification</u>. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.
- B. <u>Medi-Cal Certification</u>. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.
- C. <u>Staff Training and Supervision</u>. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- D. Exclusion from Participation in Federal Health Care Program or State Equivalent.
 - CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.
 - 2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).

- a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.
- b. The OIG list is currently found at the following web address: http://exclusions.oig.hhs.gov. The S&I list is currently found at the following web address: http://www.medi-cal.ca.gov/references.asp.

VIII. PATIENT RIGHTS

- A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).
- B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

IX. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

- A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.
- B. CONTRACTOR shall retain clinical records for a minimum of seven (7) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than seven (7) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.
- C. CONTRACTOR shall comply with the Confidentiality of Patient Information requirements set forth in Exhibit C and incorporated by reference as if fully set forth herein.

X. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

- A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.
- B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.
- C. <u>Elder Abuse Reporting</u>. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

XI. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

XII. INSURANCE

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

This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTACTOR.

- B. <u>Qualifying Insurers</u>. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.
- C. <u>Insurance Coverage Requirements</u>. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
 - 1. <u>Commercial general liability insurance</u>, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contactors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 - 2. <u>Business automobile liability insurance</u>, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is over \$100,000 or of not less than \$500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is \$100,000 and less.
 - 3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
 - 4. <u>Professional Liability Insurance</u>, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the

amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

D. Other Insurance Requirements, All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without

demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section III (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section IV.

XIII. BUDGET AND EXPENDITURE REPORT

- A. CONTRACTOR shall submit, as requested by the COUNTY, the Budget and Expenditure Report provided as Exhibit H, if made part of this Agreement, identifying CONTRACTOR'S allowable costs and program revenues. COUNTY shall identify program revenues for COUNTY funds, and CONTRACTOR shall identify allowable costs and other program revenues as defined in Exhibit B, Section VI, paragraph B of this Agreement, if applicable. The budget shall be the basis for payment reimbursements, cost settlement activities, and audits.
- B. CONTRACTOR shall submit an electronic copy of the Six-(6) Month and the Year-to-Date Budget and Expenditure report by February 15 and by the date specified by the COUNTY, respectively, to the COUNTY using Exhibit H as the template format. The report shall include data related to the actual costs incurred, revenues earned, and the number of actual clients served by each funded program.

XIV. PREPARATION OF ANNUAL REPORT(S) AND CONTRACTOR'S YEAR-END COST REPORT SETTLEMENT

- A. <u>Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement.</u> CONTRACTOR shall submit by COUNTY'S required deadlines the following, as it pertains to this Agreement:
 - 1. State Cost Report.
 - 2. Annual Mental Health Services Act (MHSA) Revenue and Expenditure Reports.
 - 3. Annual Report(s), as applicable and required by the COUNTY.
 - 4. CONTRACTOR'S Year-End Cost Report Settlement in accordance with the terms and conditions set forth in Exhibit I, if made part of this Agreement.

Such Annual Reports, numbered (1) through (3) above, and such cost report settlement, numbered (4) above, shall be prepared in accordance with generally accepted accounting principles and Federal, State and COUNTY reimbursement requirements using forms, templates and instructions provided by the COUNTY.

- B. Preparation and Submission of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement in Response to Termination or Cancellation of Agreement. If this Agreement is terminated or canceled prior to June 30th of any fiscal year, CONTRACTOR shall prepare and submit to COUNTY an Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement with the COUNTY for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S applicable Report(s) is (are) outstanding and shall adhere to the terms and conditions set forth in Exhibit I, if made part of this Agreement. If Exhibit I is not a part of this Agreement, CONTRACTOR shall prepare and submit to COUNTY a cost report and any applicable reports as requested by the COUNTY.
- C. Non-submission of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement. Failure to submit the Annual Report(s) and/or the CONTRACTOR'S Year-End Cost Report Settlement, described in Section XIV (A), within thirty (30) calendar days after COUNTY'S applicable due date(s) is a breach of this Agreement, which entitles COUNTY, in its sole and absolute discretion, to (1) disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S applicable Report(s) is (are) outstanding, (2) withhold payment(s) for reimbursements payable pursuant to Section III (A) to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR, and/or (3) terminate this Agreement pursuant to Section IV. CONTRACTOR shall comply with Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement requirements as set forth in Exhibit I, if Exhibit I is made part of this Agreement.
- D. <u>Cost Report Training</u>. CONTRACTOR shall attend a one-time mandatory cost report training provided by the COUNTY. COUNTY shall provide further training as needed and as required in accordance with changes in the State cost report requirements. CONTRACTOR shall adhere to cost report training requirements and shall comply in accordance with Exhibit I, Section III, if made part of this Agreement.

XV. ACCESS TO AND AUDIT OF RECORDS

- A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.
- B. <u>Maintenance of Records</u>. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of seven (7)

years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, CONTRACTOR'S Year-End Cost Report Settlement, State Cost Report Settlement, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

- C. Overpayment. If the results of any audit, CONTRACTOR'S Year-End Cost Report Settlement, or State Cost Report Settlement shows that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.
- D. <u>Responsibility for Audit and/or Cost Report Settlement Exceptions</u>. Any and all audit and/or Cost Report Settlement exceptions by COUNTY or any Federal or State agency resulting from an audit and/or Cost Report Settlement of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.
- E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.
- F. <u>Reports</u>. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law.

XVI. NON-DISCRIMINATION

A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, national origin, ancestry, mental or physical handicap, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

- B. <u>Discrimination defined</u>. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.
- C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.
- D. <u>Compliance with Applicable Law</u>. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:
 - 1. California Code of Regulations, Title 9, §§ 526, 527;
 - 2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
 - 3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
 - 4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
 - 5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
 - 6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);

- 7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
- 8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.
- F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.
- G. <u>Notice to Labor Unions</u>. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.
- I. <u>Binding on Subcontractors</u>. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

XVII. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement.

Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

- B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.
- C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

XVIII. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

- A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.
- B. Establishing a drug-free awareness program to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The person's or organization's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employees assistance programs;
 - 4. The penalties that may be imposed upon employees for drug abuse violations;
 - 5. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XIX. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

XX. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XXI. GENERAL PROVISIONS

- A. <u>Amendment</u>. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- B. <u>Assignment and Subcontracting</u>. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- C. <u>Authority</u>. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this

Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.

- D. <u>Compliance with Applicable Law</u>. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.
- E. <u>Conflict of Interest</u>. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- F. <u>Construction of Agreement</u>. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- G. <u>Contractor</u>. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.
- H. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- I. <u>Disputes</u>. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- J. <u>Governing Law</u>. This Agreement shall be governed by and interpreted under the laws of the State of California.
- K. <u>Headings</u>. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- L. <u>Integration</u>. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.
- M. <u>Non-exclusive Agreement</u>. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- N. <u>Severability</u>. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The

parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.

- O. <u>Successors and Assigns</u>. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- P. <u>Time is of the essence</u>. Time is of the essence in each and all of the provisions of this Agreement.
- Q. <u>Waiver</u>. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

XXII. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY

Katy Eckert, MBA Director of Health 1270 Natividad Road Salinas, CA 93906

(831) 755-4509

CONTRACTOR

Richelle Santoya Executive Director The Epicenter 20 Maple Street Salinas, CA 93901 (831) 998-7502 **IN WITNESS WHEREOF**, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

	THE EPICENTER
_	Contractor's Business Name*
By:	Richelle Santoya
	(Signature of Executive Director) *
	Executive Director Title
Date:	5/20/2021 3:05 PM PDT
Ву:	
	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
	Cro, Treasurer of Asst. Treasurer)
_	Name and Title
Date:	
	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; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

EXHIBIT A PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

The Epicenter 20 Maple St. Salinas, CA 93901 (831) 998-7502

II. PROGRAM DESCRIPTION

The Epicenter focuses on empowering transition age youth (ages 16 - 24), integrating resources and services, working with the entire community to address the barriers that youth face and create a safe place for all youth to feel supported as they navigate the transition to adulthood.

The Epicenter model is built upon six pillars that result in a unique, highly effective approach to transforming outcomes for transition-age youth:

- 1. **Intergenerational Learning**: Young people and older people learn from each other, sharing points of view and wisdom.
- 2. **Building Community**: Create authentic relationships of support between the community, youth and The Epicenter that give youth a place in the community and engages them as leaders outside of the Center.
- 3. **Youth Leadership & Development**: Young people are coached to share power with adult co-leaders, make decisions, run the Center and serve as peer mentors.
- 4. **Unique Culture:** Develop a culture that values honest feedback, individuality and opportunities to learn and grow through challenges and successes. Creating a safe space for genuine personal development through risk-taking and self-discovery.
- 5. **Systems Change**: Challenge communities to build better and more innovative systems to support youth, caregivers and professionals.
- 6. **Co-Located Staff:** Create a highly functioning, developmentally appropriate service system supported by multi-agency staff teams who are committed to youth-friendly practices.

III. PROGRAM GOALS

- 1. Increase access to culturally competent and linguistically appropriate services for transition age youth (ages 16 24).
- 2. Creating a safe environment for transition age youth to support their transition into adulthood.
- 3. Support the development of leadership skills for transition age youth.

IV. PROGRAM I: Brilliant Minds

A. POPULATION OF FOCUS

Monterey County transition age youth (TAY) ages 16-24 who are currently transitioning from the various systems of care in Monterey County (Child Welfare System, Mental Health System and Probation System) and other transition age youth (ages 16-24) not currently transitioning from and/or connected to a system of care.

B. SCOPE OF WORK

- 1. CONTRACTOR shall provide all services in a linguistically appropriate and culturally competent manner. Staffing and partnerships will be sufficient to ensure ability to meet all requirements in this Contract.
- 2. CONTRACTOR shall serve an estimated 250 Monterey County TAY youth per FY.
- CONTRACTOR shall ensure co-located partners will provide coaching to explore educational placement options, housing options, pathways to physical and emotion wellness and opportunities for employment placement and readiness.
- 4. CONTRACTOR shall provide safety skills including, but not limited to, substance abuse prevention, smoking cessation, pregnancy prevention, nutrition education, promotion and access to behavioral health services and prevention and early intervention through peer-to-peer mentorship and collaboration with other agencies.
- 5. CONTRACTOR shall work with TAY youth to create goals that move youth forward in housing, education, employment, wellness and permanency continuums. CONTRACTOR will work with youth exiting systems of care to develop a transition plan to bridge youth into the services offered at Epicenter for TAY youth.
- 6. CONTRACTOR shall make available drop-in and virtual services to all TAY youth at the Epicenter. The Center shall provide referrals and access to a variety of services that support independent living skills, including peer support, information and referral, food, computer access, job boards, resource connections and connections to a multitude of co-located services that TAY youth may not access otherwise.
- 7. CONTRACTOR shall increase TAY youths' independent living skills and knowledge in order to reach self-sufficiency through a variety of experiential learning opportunities including workshops, caregiver engagement and special events.

- 8. CONTRACTOR shall support TAY youth in building their leadership capacity, teach them to advocate on behalf of their needs and encourage them to have a presence in the community.
- 9. CONTRACTOR'S staff and co-located staff will provide targeted case management to TAY youth who have made progress towards independence by strengthening linkages to the community and accessing available resources.

V. CONTRACT MONITOR

Ruben Gabriel Behavioral Health Service Manager II 1870 N. Main Street Salinas, CA 93906 (831) 386-6814

PROGRAM II: LGBTQ+ Network of Affirmative Care

I. IDENTIFICATION OF PROVIDER

The Epicenter 20 Maple St. Salinas, CA 93901 (831) 998-7502

II. SCOPE OF WORK

- Contractor will work in partnership with Monterey County Behavioral Health (MCBH), youth serving systems and local service providers to increase access for LGBTQ+ TAY youth to welcoming, culturally competent and linguistically appropriate services available through the MCBH Network of Affirmative Care.
- 2. CONTRACTOR shall serve an estimated 100 Monterey County youth per FY.
- 3. CONTRACTOR shall link LGBTQ+ TAY youth in need of mental health services and supports to the MCBH LGBTQ+ Network Navigator.
- 4. CONTRACTOR shall provide a support group that will meet at least twice monthly in Salinas and monthly in South County to provide social connection and networking opportunities for LGBTQ+ TAY youth.
- 5. CONTRACTOR shall provide training on LGBTQ+ Resources and Cultivating a LGBTQ+ Friendly Space to various TAY youth serving systems (MCBH, schools, child welfare, juvenile probation) in collaboration with MCBH when requested.
- 6. CONTRACTOR shall maintain a community LGBTQ+ resource map to include information on accessing MCBH Network of Affirmative Care to be shared with the larger community and updated on an annual basis.

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- 7. CONTRACTOR shall develop a report for MCBH and relevant stakeholders that outlines both LGBTQ+ TAY youth mental health needs and provides a suggested prioritization of services necessary to meet these needs.
- 8. CONTRACTOR shall facilitate community dialogue with parents, caregivers and LGBTQ+ TAY youth to explore needs and identify opportunities to create support groups and other types of mental health services for parents/caregivers of LGBTQ+ TAY youth in Monterey County.
- 10. CONTRACTOR shall provide a Youth Advocate to provide peer-to-peer mentoring for LGBTQ+ transitional age youth in need of support to explore gender identity and sexual orientation.
- 11. CONTRACTOR shall provide a confidential office space at the Epicenter for MCBH co-located staff to provide mental health services and supports for identified LGBTQ+ TAY youth.
- 12. CONTRACTOR shall meet bimonthly with MCBH program staff to discuss utilization of LGBTQ+ Network of Affirmative Care and address any barriers to access MCBH services and supports.
- 13. CONTRACTOR will support promotion of the LGBTQ+ Network of Affirmative Care and related community offerings through posting information on the Epicenter website, on social media accounts when requested, and in community presentations on LGBTQ+ resources within Monterey County.

III. POPULATION OF FOCUS

Monterey County TAY youth ages 16-24 identifying or exploring identities as lesbian, gay, bisexual, transgender, and queer (LGBTQ+) in need of mental health services and supports.

VII. REPORTING REQUIREMENTS

CONTRACTOR shall meet regularly with the designated Behavioral Health Service Manager to monitor progress on client and program outcomes.

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, DHCS and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention Services Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in each Program Description. As part of the County's ongoing PEI Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with <u>State PEI regulations</u>.

VIII. CONTRACT MONITOR

Kacey Rodenbush Behavioral Health Service Manager II 299 12th Street Marina, CA 93933 (831) 647-7651

EXHIBIT B:

PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Negotiated Rate up to the maximum contract amount

II. PAYMENT RATE

Program I: The Epicenter

Fiscal Year (FY)	Quarterly Invoice Amount	Total Annual Amount
FY 2021-22	\$11,250	\$45,000
FY 2022-23	\$11,250	\$45,000
FY 2023-24	\$11,250	\$45,000
Total Maximum Amo	ount for FY 2021-24	\$135,000

Program II: LGBTQ

Fiscal Year (FY)	Quarterly Invoice Amount	Total Annual Amount
FY 2021-22	\$11,250	\$45,000
FY 2022-23	\$11,250	\$45,000
FY 2023-24	\$11,250	\$45,000
Total Maximum Amo	ount for FY 2021-24	\$135,000

III. PAYMENT CONDITIONS

A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a quarterly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a quarterly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with

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MCHDBHFinance@co.monterey.ca.us

- B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.
- F. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

IV. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of \$270,000 for services rendered under this Agreement.
- B. Maximum Annual Liability:

FISCAL YEAR	FUNDING SOURCE	AMOUNT
2021-22	Mental Health Services Act (MHSA) Prevention & Early Intervention (PEI) Funds	\$90,000
2022-23	MHSA PEI Funds	\$90,000
2023-24	MHSA PEI Funds	\$90,000
TOTAL AC	GREEMENT MAXIMUM LIABILITY	\$270,000

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section D. above with respect to the <u>Survival of Obligations after Termination</u>, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

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- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."

EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION

<u>Confidentiality of Patient Information and Records.</u> All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq.*, 14100.2, and 10850, *et seq*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq.

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

<u>Use and Disclosure of Patient Information.</u> Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

<u>Dissemination of these Confidentiality Provisions</u>. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

The Epicenter

Business Name of Contractor

Richelle Santoya

Signature of Authorized Representative

5/20/2021 | 3:05 PM PDT

Date

Business Name of Contractor

Richelle Santoya

Name of Authorized Representative (printed)

Executive Director

Title of Authorized Representative

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EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONT	RACTOR: (Please check A or B)
A.	Employs fewer than fifteen persons;
B.	Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations
	(45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Business Name	The Epicenter		
Name of Contractor's Designee	Richelle Santoya		
Title of Designee	Executive Director		
Address: 20 Maple St.			
City: Salinas		State: CA	Zip:93901
IRS Employer Identification Number			

I certify that the above information is complete and correct to the best of my knowledge and belief.

Docusigned by:

5/20/2021 | 3:05 PM PDT

Contractor's Signature

Date

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 $\mathbf{B}\mathbf{y}_{-}$

EXHIBIT E:

ASSURANCE OF COMPLIANCE WITH

MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.

- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

"Cultural Competence" is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

"Cultural Competence" is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.

(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

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- 2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.
- 3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.
- 4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.
- 5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).
- 6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.
- 7. As requested, meet with the Monterey County Health Department Behavioral Health Director or designee to monitor progress and outcomes of the project.
- 8. Ensure that 100% of staff, over a 3-year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

<u>Dissemination of these Provisions</u>. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

The Epicenter

Contractor (Organization Name)

Richelle Santoya

Signature of Authorized Representative

5/20/2021 | 3:05 PM PDT

Executive Director

Title of Authorized Representative

The Epicenter

EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective **July 1, 2021** ("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and **The Epicenter** ("Business Associate") (each a "Party" and collectively the "Parties").

Business Associate provides certain services for Covered Entity ("Services") that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity ("PHI"). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 et. seq. apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 et seq. ("CMIA"), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules"). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI"), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

I. <u>DEFINITIONS</u>

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

II. PERMITTED USES AND DISCLOSURES OF PHI

- A Unless otherwise limited herein, Business Associate may:
- 1. use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, <u>provided</u> that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

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- 2. disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;
- **3.** use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);
- **4.** use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);
- **5.** disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
- 6. use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);
- 7. de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

III. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

- A <u>Responsibilities of Business Associate</u>. With regard to its use and/or disclosure of PHI, Business Associate shall:
 - 1. use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;
 - 2. report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.
 - 3. use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;
 - 4. obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents

agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

- 5. make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;
- 6. document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2)_days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;
- 7. subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;
- 8. disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;
 - 9. if all or any portion of the PHI is maintained in a Designated Record Set:

upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

- 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;
- 10. 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;
- 11. notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

- B Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:
 - 1. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;
 - 2. ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and
 - 3. report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.
- C <u>Responsibilities of Covered Entity</u>. Covered Entity shall, with respect to Business Associate:
 - 1. provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;
 - 2. notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;
 - 3. 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;
 - 4. 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
 - 5. notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

IV. TERMS AND TERMINATION

- A <u>Term.</u> This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this <u>Article 4</u>. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in <u>Section 5.1</u> herein.
- B Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.
- C <u>Automatic Termination</u>. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.
- D <u>Effect of Termination</u>. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

V. <u>MISCELLANEOUS</u>

- A <u>Survival</u>. The respective rights and obligations of Business Associate and Covered Entity under the provisions of <u>Sections 4.4</u>, <u>5.1</u>, <u>5.6</u>, and <u>5.7</u>, and <u>Section 2.1</u> (solely with respect to PHI that Business Associate retains in accordance with <u>Section 4.4</u> because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, <u>Section 3.1(i)</u> shall survive termination of this Agreement, <u>provided</u> that Covered Entity determines that the PHI being retained pursuant to <u>Section 4.4</u> constitutes a Designated Record Set.
- B Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- C <u>No Third Party Beneficiaries</u>. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

D <u>Notices</u>. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

The Epicenter

Address: 20 Maple Street, Salinas CA 93901 Attn: Richelle Santoya, Executive Director

Tel: (831) 998-7502

If to Covered Entity, to:

Monterey County Health Department/Behavioral Health Bureau

Address: 1270 Natividad Road, Salinas, CA 93906

Attn: Elsa M. Jimenez, Director of Health

Tel: (831) 755-4509 Fax: (831) 755-4980

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

- E <u>Counterparts; Facsimiles</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- F Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as <u>provided</u>, <u>however</u>, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.
- Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

COUNTY OF MONTEREY, ON BEHALF OF THE HEALTH DEPARTMENT

[BUSINESS ASSOCIATE] THE EPICENTER

By:	By:C060B3887EED44C
Print Name: Elsa M. Jimenez	Print Name: Richelle Santoya
Print Title: Director of Health	Print Title: Executive Director
Date: 6/30/2021 2:47 PM PDT	Date: 5/20/2021 3:05 PM PDT

EXHIBIT G: COST REIMBURSEMENT INVOICE FORM

	Mo	onterey County Beha	vioral Haalth - In	voice Form		
	1410	ontercy County Bena		oice Number :		
Contractor:	The Epicenter					
	_					
Address Line 1	20 Maple Street, Salinas CA	20 Maple Street, Salinas CA 93901		County PO No.:		
Address Line 2	•					
				nvoice Period:		
Tel. No.:	(831) 998-7502					
Fax No.:						
Contract Term:	July 1, 2021-22			Final Invoice:	(Check if Yes)	
BH Bureau:					BH Cor	ntrol Number
Service Description		Total Contract Amount FY 2021-22	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Program I: The Epicente Quarterly rate not to ex-		\$45,000			\$45,000	100%
Program II: LGBTQ Quarterly rate not to ex-	ceed 7,500	\$45,000	\$45,000 10		100%	
TOTALS		\$90,000			\$90,000	
services provided under the Signature:	on provided above is to the best of e provision of that contract. Full	justification and back up	p records for those cla		l in our office at th Date:	
Title:					Telephone:	
Send to: MCHDBHFinance@co.	monterey.ca.us		Behaviora	l Health Authoriz	ation for Payme	nt
			Authorize	d Signatory		Date

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Exhibit H.

The Epicenter **BUDGET AND EXPENDITURE SUMMARY**

For Monterey County - Behavioral Health

PROGRAM: The Epicenter

				Actual FY 2018-19	Budget FY 2020-21	Proposed FY 2021-22
A. <u>PR</u>	OGRAM REVENUES					
Reque	ested Monterey County Funds					90,000.00
Other	Program Revenues					00,000.00
тота	TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures) - 90,000.00					90,000.00
	LOWABLE PROGRAM EXPENDITUR ements contained in this Agreement					
1 Prog	gram Expenditures					
2	Salaries and wages					\$ 68,767.00
3	Payroll taxes					\$ 9,522.85
4	Employee benefits					\$ 2,000.00
5	Workers Compensation					\$ 710.15
6	Severance Pay (if required by law, en established written policy or associate					
7	Temporary Staffing					
8	8 Flexible Client Spending (please provide supporting documents)					
9	Client Transportation Costs and staff	mileage				
10	Employee Travel and Conference					
11	Staff Training					
12	Communication Costs					
13	Utilities					
14	Cleaning and Janitorial					
15	Insurance and Indemnity					
16	Maintenance and Repairs - Buildings					
17	Maintenance and Repairs - Equipmer	nt				
18	Printing and Publications					
19	Memberships, Subscriptions and Due	S				
20	Office Supplies					
21	Postage and Mailing					

The Epicenter Mental Health Services Agreement FY 2021-24

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22	Legal Services (when required for the administration of the County Programs)		
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)		
24	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)		
25	Rent and Leases - building and improvements		\$ 3,000.00
26	Rent and Leases - equipment		
27	Taxes and assessments		
28	Interest in Bonds		
29	Interest in Other Long-term debts		
30	Other interest and finance charges		
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)		
32	Miscellaneous (please provide details) Food & Program Supplies		\$ 6,000.00
33	Total Program Expenditures	\$ -	\$ \$ 90,000.00

34 Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR.

		1	
25			
35	Salaries and wages (please include personnel and contract administration)		
36	Payroll taxes		
37	Employee benefits		
38	Workers Compensation		
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)		
40	Transportation, Travel, Training and Conferences		
41	Data Processing		
42	Utilities		
43	Cleaning and Janitorial		
44	Insurance and Indemnity		
45	Maintenance and Repairs - Buildings		
46	Maintenance and Repairs - Equipment		
47	Memberships, Subscriptions and Dues		
48	Office Supplies		
49	Postage and Mailing		
50	Legal Services (when required for the administration of the County Programs)		
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)		

The Epicenter Mental Health Services Agreement FY 2021-24

pg. 44

52	Rent and Leases - building and improvements			
53	Rent and Leases - equipment			
54	Taxes and assessments			
55	Interest in Bonds			
56	Interest in Other Long-term debts			
57	Other interest and finance charges			
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)			
59	Miscellaneous (please provide details)			
60	Total Administrative Expenditures	-	-	
61 De	preciation Expense			
	HERS - must be authorized by the County and/or not prohibited under al, State or local law or regulations.			
63 Tot	al Allowable Program Expenditures	-	-	90,000.00

We hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature Date Finance Director's Signature

The Epicenter Mental Health Services Agreement FY 2021-24 pg. 45 Date

EXHIBIT I: ANNUAL REPORT(S) AND AUDIT

I. ANNUAL REPORT(S)

- A. For each fiscal year or portion thereof that this Agreement is in effect, CONTRACTOR shall provide COUNTY with accurate and complete Annual Report(s) known as the State Cost Report, the Annual Mental Health Services Act (MHSA) Revenue and Expenditure Reports, and the Annual Report(s), as applicable and required by the COUNTY in electronic forms and hard copies along with duly signed Provider's Certification and copy of audited financial statement and/or other supporting documents that the COUNTY may require, by the due date specified in this Exhibit F, Section I., Paragraph C.
- B. An accurate and complete State Cost Report and/or Annual MHSA Revenue and Expenditure Report shall be defined as Annual Report(s) which is (are) completed to the best of the ability of CONTRACTOR on such forms or in such formats as specified by the COUNTY and consistent with such instructions as the COUNTY may issue and are based on the best available data and based on the CONTRACTOR'S Financial Summary applicable to the fiscal year. CONTRACTOR shall certify under penalty of perjury that the CONTRACTOR has not violated any of the provisions of Section 1090 through 1096 of the Government Code and with respect to MHSA funding; is in compliance with California Code of Regulations, Title 9, Division 1, Chapter 14, Article 4, Section 3410, Non-Supplant and Article 5, Section 3500, non-Supplant Certification and Reports; that the amount for which reimbursement is claimed in the Annual Report(s) is in accordance with Chapter 3, Part 2. Division 5 of the Welfare and Institutions Code; and WIC Section 5891 and that to the best of the CONTRACTOR'S knowledge and belief the information on Annual Report(s) is (are) in all respects, correct, and in accordance with the law.
- C. The Annual Report(s) shall be due on September 15th for the fiscal year ending on the previous June 30th or seventy-five (75) days following the expiration or termination date of this Agreement, or forty-five (45) days after the COUNTY transmits the cost report template electronically to the CONTRACTOR, whichever occurs later. Should the due date fall on a weekend, such report(s) shall be due on the following business day.
 - 1. Failure to submit the Annual Report(s) within thirty (30) calendar days after the due date specified in this Exhibit I, Section I, Subsection (C) is a breach of this Agreement. In addition to, and without limiting, any other remedy available to the COUNTY for such breach, COUNTY may undertake any or all of the following to remedy such breach:

- a. COUNTY, in its sole and absolute discretion, may disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S Annual Report(s) is (are) outstanding or withhold payment(s) for reimbursements payable pursuant to Section III (A) to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR until the Annual Report(s) is (are) submitted. If COUNTY exercises its discretion to disallow claim(s) or withhold payment(s), COUNTY shall give CONTRACTOR written notice, during the thirty (30) calendar days after the due date specified in this Exhibit I, Section I, Subsection (C), of its intention to disallow claim(s) or withhold payment(s) as of the date specified in the notice, including the reason(s) for its intended action. Thereafter, CONTRACTOR, within the time specified in the notice, shall submit the Annual Report(s) to avoid disallowance of claims or withholding of payments.
- b. In such instance that CONTRACTOR does not submit the Annual Report(s) by thirty (30) calendar days after the applicable due date specified in this Exhibit I, Section I, Subsection (C), COUNTY, in its sole and absolute discretion, may deem as due and owing to COUNTY by CONTRACTOR all amounts paid pursuant to Section III (A) by COUNTY to CONTRACTOR for services/activities for the fiscal year(s) for which the Annual Report(s) is (are) outstanding. CONTRACTOR shall pay COUNTY according to the method described in this Exhibit I, Section III (Method of Payments for Amounts Due to COUNTY). Such payments shall be submitted to the persons at the address identified in the COUNTY invoice.
- D. The Annual Report(s) shall be prepared by the CONTRACTOR in accordance with the instructions, rules, policies and procedures established by the Federal government, State and COUNTY.

II. AUDIT(S) AND AUDIT APPEALS

A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal government, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the Monterey County's Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.

- B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.
- C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.
 - 1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.
 - 2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.
 - 3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section III (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.
- D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.
 - 1. For Federal audit exceptions, Federal audit appeal processes shall be followed.
 - 2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.
 - 3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.
 - a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.
 - b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment

to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.

- E. Not withstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.
- F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section III (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

III. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY

A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

- 1. paid in one cash payment by CONTRACTOR to COUNTY;
- 2. deducted from future claims over a period not to exceed six (6) months;
- 3. deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;
- 4. paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; or
- 5. a combination of any or all of the above.
- B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.



Monterey County

Item No.26

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

September 14, 2021

Board Report

Legistar File Number: A 21-473

Introduced: 8/26/2021 Current Status: Department of Social

Services - Consent

Version: 1 Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services to sign a zero-cost agreement with the Coalition of Homeless Service Providers for the purpose of collaborating on a Monterey County Youth Rapid Rehousing Request for Proposals (RFP) to develop and implement a coordinated community approach to preventing and ending youth homelessness through rapid rehousing for the period of September 14, 2021 through June 30, 2025; and b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this agreement as long as the amendments do not encompass payment or significantly change the scope of work.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the Director of the Department of Social Services to sign a zero-cost agreement with the Coalition of Homeless Service Providers for the purpose of collaborating on a Monterey County Youth Rapid Rehousing Request for Proposals (RFP) to develop and implement a coordinated community approach to preventing and ending youth homelessness through rapid rehousing for the period of September 14, 2021 through June 30, 2025; and b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to

this agreement as long as the amendments do not encompass payment or significantly change the scope of work.

SUMMARY/DISCUSSION:

The County of Monterey, through the Department of Social Services, and the Coalition of Homeless Services Providers (CHSP) as the local Continuum of Care are both recipients of the first and second rounds of Homeless Housing, Assistance and Prevention (HHAP-1 and HHAP-2) funding that was authorized by AB 101 (Committee on Budget, Chapter 159, Statutes of 2019), which was signed into law by Governor Gavin Newsom on July 31, 2019 and AB 83 (Committee on Budget, Chapter 15, Statutes of 2020), which was signed into law by Governor Gavin Newsom on June 29, 2020.

Per HSC §50218.5(f) of the provisions concerning both rounds of HHAP, at least eight percent (8%) of program allocations must be used for services that meet the specific needs of homeless youth populations. In an effort to embrace the spirit of collaboration and work toward having the largest impact on this population, the County and CHSP propose combining the funding required for this population and jointly preparing an RFP to develop and implement a coordinated community approach to preventing and ending youth homelessness through rapid rehousing.

This agreement outlines the commitment and collaboration from the Monterey County Department of Social Services (DSS) and CHSP in preparing and releasing a competitive RFP for a youth rapid rehousing program This includes participating in drafting and releasing the RFP and ranking the proposals submitted. Both parties agree to commit a portion of their available HHAP-1 and HHAP-2 youth set-aside funding allocations for the purposes of funding any contract(s) that may result from the RFP award selection process. The County's portion will not exceed the amount of \$217,996.66. Any contract(s) entered into by the County will adhere to all County contracting requirements, policies, procedures and review and approval processes.

OTHER AGENCY INVOLVEMENT:

Purchasing has reviewed and approved this Agreement. County Counsel has approved the agreement as to form.

FINANCING:

By participating in this agreement, the County agrees to commit a portion of its available required 8% youth set-aside of HHAP-1 and HHAP-2 program allocations, not to exceed the amount of \$217,996.66, and the Coalition agrees to commit a portion of its available required 8% youth set-aside of HHAP-1 and HHAP-2 program allocations, not to exceed the amount of \$120,574.48, at such time services that meet the specific needs of homeless youth populations are selected to be funded. No funds are being awarded through contracts at this time.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This agreement correlates to the Health & Human Services Strategic Initiative adopted by the Board of Supervisors by working collaboratively to address and develop a plan for ending youth homelessness.

Mark a check to the related Board of Supervisors Strategic Initiatives

Economic Development
Administration
X Health & Human Services
Infrastructure
Public Safety
Prepared by: Lauren Suwansupa, CAM, x8492
Approved by: Lori A. Medina, Director, x4430

Attachments: Coalition of Homeless Service Providers MOU

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



Monterey County

Item No.

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

Board Report

Legistar File Number: A 21-473

September 14, 2021

Introduced: 8/26/2021

Version: 1

oddced. 0/20/202

Current Status: Agenda Ready

Matter Type: BoS Agreement

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SUMMARY/DISCUSSION:

The County of Monterey, through the Department of Social Services, and the Coalition of Homeless Services Providers (CHSP) as the local Continuum of Care are both recipients of the first and second rounds of Homeless Housing, Assistance and Prevention (HHAP-1 and HHAP-2) funding that was authorized by AB 101 (Committee on Budget, Chapter 159, Statutes of 2019), which was signed into law by Governor Gavin Newsom on July 31, 2019 and AB 83 (Committee on Budget, Chapter 15, Statutes of 2020), which was signed into law by Governor Gavin Newsom on June 29, 2020.

Per HSC §50218.5(f) of the provisions concerning both rounds of HHAP, at least eight percent (8%) of program allocations must be used for services that meet the specific needs of homeless youth populations. In an effort to embrace the spirit of collaboration and work toward having the largest impact on this population, the County and CHSP propose combining the funding required for this population and jointly preparing an RFP to develop and implement a coordinated community approach to preventing and ending youth homelessness through rapid rehousing.

This agreement outlines the commitment and collaboration from the Monterey County Department of Social Services (DSS) and CHSP in preparing and releasing a competitive RFP for a youth rapid rehousing program This includes participating in drafting and releasing the RFP and ranking the proposals submitted. Both parties agree to commit a portion of their available HHAP-1 and HHAP-2 youth set-aside funding allocations for the purposes of funding any contract(s) that may result from the RFP award selection process. The County's portion will not exceed the amount of \$217,996.66. Any contract(s) entered into by the County will adhere to all County contracting requirements, policies, procedures and review and approval processes.

OTHER AGENCY INVOLVEMENT:

Purchasing has reviewed and approved this Agreement. County Counsel has approved the agreement as to form.

FINANCING:

By participating in this agreement, the County agrees to commit a portion of its available required 8% youth set-aside of HHAP-1 and HHAP-2 program allocations, not to exceed the amount of \$217,996.66, and the Coalition agrees to commit a portion of its available required 8% youth set-aside of HHAP-1 and HHAP-2 program allocations, not to exceed the amount of \$120,574.48, at such time services that meet the specific needs of homeless youth populations are selected to be funded. No funds are being awarded through contracts at this time.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This agreement correlates to the Health & Human Services Strategic Initiative adopted by the Board of Supervisors by working collaboratively to address and develop a plan for ending youth homelessness.

Mark a check to the related Board of Supervisors Strategic Initiatives

Economic Development
Administration
X Health & Human Services
Infrastructure
Public Safety

Prepared by: Lauren Suwansupa, CAM, x8492

Approved by: Lori A. Medina, Director, x4430

Attachments: Coalition of Homeless Service Providers MOU

Becky Crome For Low A. Media

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



MEMORANDUM OF UNDERSTANDING BETWEEN THE COALITION OF HOMELESS SERVICES PROVIDERS AND THE COUNTY OF MONTEREY, DEPARTMENT OF SOCIAL SERVICES

Homeless Housing Assistance and Prevention Program (HHAP) Youth Allocation

1. Parties.

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Coalition of Homeless Services Providers (hereinafter referred to as "Coalition") and the County of Monterey, Department of Social Services (hereinafter referred to as "County").

2. Purpose.

The purpose of this Agreement is to formalize the Parties' commitment to collaborate on a Monterey County Youth Rapid Rehousing Request for Proposals (RFP). The goal of the RFP is to develop and implement a coordinated community approach to preventing and ending youth homelessness, through rapid rehousing. Collaborative partners, including the Parties hereto, will work together to develop and release the RFP and Rank and Review proposals submitted.

3. Term of MOU.

The term of the MOU is September 14, 2021 through June 30, 2025. The MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or by email to the authorized representatives for each agency as signed below.

4. Program Understandings.

RFP Lead: The lead organization for the RFP process will be the Coalition as the Continuum of Care (CoC) Lead Agency and Administrative Entity for CoC HHAP funding. The Coalition has served as the Continuum of Care for 26 years and has a long history of planning and implementing collaborative programs, projects, and systems of care.

Program Elements: The RFP will include the following framework and requirements as outlined by the State of California HHAP Guidance and local priorities set by the Lead Me Home Leadership Council. The RFP must aim for the following core outcomes:

- Stable housing a safe and reliable place to call home.
- Permanent connections outcomes should be focused on securing permanent housing and include ongoing attachment to families, communities, schools and other positive social networks.
- Education/employment high performance in and completion of educational and training activities, especially for younger youth, and starting and maintaining adequate and stable employment, particularly for older youth; financial literacy and employment training, educational training, health/mental health/substance use services, and food and basic needs support.

HHAP Youth Allocation MOU Page 1 of 3 681

- Social-emotional well-being development of key competencies, attitudes, and behaviors that equip a young person to succeed across multiple domains of daily life, including school, work, relationship, and community.
- Equity in delivery of service ensure the populations being served are representative of the general youth population experiencing homelessness with special consideration for youth in underserved regions of Monterey County.

Types of intervention may include housing navigation, case management, host home programs, family engagement and reunification interventions, rapid rehousing, rental assistance (including security deposits and utility costs), prevention services, and permanent supportive housing or other permanent housing.

5. <u>Commitments of Participating Parties.</u>

County of Monterey Responsibilities:

- a. County agrees to participate in the drafting of a youth-specific rapid rehousing RFP.
- b. County agrees to assist the Coalition with the release of the RFP to the community.
- c. County agrees to participate in the Rank and Review panel for the selection of projects under the RFP.
- d. County agrees to commit a portion of County's available HHAP-1 and HHAP-2 youth set-aside funding allocations for the purposes of funding any contracts that may result from the RFP award selection process. Any contracts entered into by the County will adhere to all County contracting requirements, policies, procedures and review and approval processes.

Coalition of Homeless Services Providers Responsibilities:

- a. Coalition agrees to leading and creating the draft of a youth-specific rapid rehousing RFP to be approved by all parties.
- b. Coalition agrees to take lead on releasing the RFP to the community.
- c. Coalition agrees to facilitate the Rank and Review Panel for the selection of projects under the RFP
- d. Coalition agrees to commit a portion of Coalition's available HHAP-1 and HHAP-2 youth set-aside funding allocations for the purposes of funding any contract(s) that may result from the RFP award selection process.

Each undersigned Party hereby affirms the following:

6. General Provisions.

- a. **Amendments:** Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU, which are mutually agreed upon by and between the Parties shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- b. **Entirety of Agreement:** This MOU represents an integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- c. **Liability:** Contractor shall indemnify, defend, and hold harmless the 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

HHAP Youth Allocation MOU Page 2 of 3 **682**

possible coverage for the County. The Contractor shall reimburse the County for all costs, attorney's 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.

7. Signatures.

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

County of Monterey	Contractor Roxanne V. Wilson
Signature	Signature Signature
Name and Title:	
Lori A. Medina, DSS Director	Name and Title:
Date:	8/18/2021 9:51 PM PDT Date:
Approved as to form:	
Deputy County Counsel	
• •	
8/24/2021 5:10 PM PDT	

HHAP Youth Allocation MOU Page 3 of 3 683



Monterey County

Item No.27

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

September 14, 2021

Board Report

Legistar File Number: A 21-469

Introduced: 8/24/2021 Current Status: Criminal Justice - Consent

Version: 1 Matter Type: BoS Agreement

a. Approve and authorize the Contracts/Purchasing Officer or Contracts/ Purchasing Supervisor to sign the Agreement with Orbis Partners, LLC in the amount not to exceed \$69,223, for software license, hosting, support, and training for Case-Works-YASI Software for the period from September 20, 2021 through September 19, 2024;

b. Accept non-standard contract provisions as recommended by the Chief Probation Officer; and c Authorize the Contracts Purchasing Officer or Contracts Purchasing Supervisor to sign and execute the appropriate documents and verifications when required.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Contracts/Purchasing Officer or Contracts/ Purchasing Supervisor to sign the Agreement with Orbis Partners, LLC in the amount not to exceed \$69,223, for software license, hosting, support, and training for Case-Works-YASI Software for the period from September 20, 2021 through September 19, 2024;
- b. Accept non-standard contract provisions as recommended by the Chief Probation Officer; and
- c. Authorize the Contracts Purchasing Officer or Contracts Purchasing Supervisor to sign and execute the appropriate documents and verifications when required.

SUMMARY:

The Probation Department recommends the approval of a non-standard Agreement with Orbis Partners, LLC, in an amount not to exceed \$69,223, for the term of September 20, 2021 through September 19, 2024 to utilize Case-Works-YASI software in the Probation Department. This agreement provides for software licensing, hosting, and support for fifty (50) users, with an e-training component.

DISCUSSION:

On September 30, 2020, Governor Gavin Newsom signed into law Senate Bill 823 (SB), which realigns the Department of Juvenile Justice (DJJ) population from the State of California to Counties, beginning July 1, 2021. The bill establishes the jurisdiction of the Juvenile Court up to the age of 25 for certain offenses and transfers the responsibility of care, custody, and supervision of youth to the county of commitment. This population of realigned youth are high-risk and have greater needs for specific individualized case plans with services and programs that address mental health needs, sex offender treatment or related behavioral or trauma-based needs, healthy adolescent development programs, family engagement, reentry, and continuing education.

Case-Works-YASI software provides software licensing, hosting, and support for fifty (50) users,

which will be used to assess risk, needs and protective factors for the youth being released from the State and for assessment standardization for all youth populations in juvenile institutions, and under community supervision. This software will not only provide integrated scoring with case planning for the specialized population, but will also support additional data collection requirements, as outlined and mandated in the Juvenile Justice Realignment legislation.

The Agreement is non-standard for the County. It adopts modifications to the County's standard agreement, set forth in Exhibit B, Exceptions to the County Standard Agreement, paragraphs 6.04, Payment Conditions, 7.1, Termination, 9.03, Insurance Coverage Requirements, and 10.5, Royalties and Inventions. Additionally, the proposed agreement is based upon the Orbis Partners, LLC Agreement, attached as Exhibit A, "Scope of Work."

The first year's initial cost of \$28,510, includes the annual cost of \$19,760 to support the fifty (50) licenses for Probation; each subscription year thereafter will incur an estimated 2% increase in the annual charge. The first year also includes e-training for up to fifty users at a one-time cost of \$8,750. This proposed agreement will provide these services to the Probation Department for a three (3) year term of September 20, 2021 through September 19, 2024.

OTHER AGENCY INVOLVEMENT:

A Sole Source Justification was prepared by the Probation Department and was approved by the Contracts/Purchasing Officer. The Agreement documents have been reviewed by the Office of County Counsel and approved as to form with the exceptions to County standard terms and conditions noted in Exhibit B. The County Risk Manager has reviewed and approved the exceptions to County standard insurance coverage requirements. The Office of the Auditor-Controller has reviewed and approved as to fiscal provisions. The Agreement documents have been reviewed and approved as required by the Information Technology Department.

FINANCING:

Funding for the software subscription service with e-training agreement is provided by the Youth Programs and Facilities Grant. The first-year expenditure of \$28,510 will be made within the existing appropriation limits during FY 21-22. The remaining balance of \$40,713 will be included in the budgets for FY22-23 and 23-24. There is no additional cost to the County General Fund with the recommended action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports key objectives of: 1) Health and Human Services by providing care
and treatment for the specific needs of each youth with County and community services to improve
their quality of life and support rehabilitation; and 2) Public Safety by providing services and programs
to youth for successful reintegration into the community and aid in crime prevention.

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

Prepared by: Wendi Reed, Management Analyst II, ext. 3985

Approved by: Todd Keating, Chief Probation Officer, ext. 3913

Attachments:

Agreement with Orbis Partners, LLC for FY 2021-22, FY2022-23, and FY 2023-24



Monterey County

Item No.

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

September 14, 2021

Board Report

Legistar File Number: A 21-469

Introduced:8/24/2021Current Status:Agenda ReadyVersion:1Matter Type:BoS Agreement

- a. Approve and authorize the Contracts/Purchasing Officer or Contracts/ Purchasing Supervisor to sign the Agreement with Orbis Partners, LLC in the amount not to exceed \$69,223, for software license, hosting, support, and training for Case-Works-YASI Software for the period from September 20, 2021 through September 19, 2024;
- b. Accept non-standard contract provisions as recommended by the Chief Probation Officer; and
- c. Authorize the Contracts Purchasing Officer or Contracts Purchasing Supervisor to sign and execute the appropriate documents and verifications when required.

RECOMMENDATION:

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- b. Accept non-standard contract provisions as recommended by the Chief Probation Officer; and
- c. Authorize the Contracts Purchasing Officer or Contracts Purchasing Supervisor to sign and execute the appropriate documents and verifications when required.

SUMMARY:

The Probation Department recommends the approval of a non-standard Agreement with Orbis Partners, LLC, in an amount not to exceed \$69,223, for the term of September 20, 2021 through September 19, 2024 to utilize Case-Works-YASI software in the Probation Department. This agreement provides for software licensing, hosting, and support for fifty (50) users, with an e-training component.

DISCUSSION:

On September 30, 2020, Governor Gavin Newsom signed into law Senate Bill 823 (SB), which realigns the Department of Juvenile Justice (DJJ) population from the State of California to Counties, beginning July 1, 2021. The bill establishes the jurisdiction of the Juvenile Court up to the age of 25 for certain offenses and transfers the responsibility of care, custody, and supervision of youth to the county of commitment. This population of realigned youth are high-risk and have greater needs for specific individualized case plans with services and programs that address mental health needs, sex offender treatment or related behavioral or trauma-based needs, healthy adolescent development programs, family engagement, reentry, and continuing education.

Case-Works-YASI software provides software licensing, hosting, and support for fifty (50) users,

Legistar File Number: A 21-469

which will be used to assess risk, needs and protective factors for the youth being released from the State and for assessment standardization for all youth populations in juvenile institutions, and under community supervision. This software will not only provide integrated scoring with case planning for the specialized population, but will also support additional data collection requirements, as outlined and mandated in the Juvenile Justice Realignment legislation.

The Agreement is non-standard for the County. It adopts modifications to the County's standard agreement, set forth in Exhibit B, Exceptions to the County Standard Agreement, paragraphs 6.04, Payment Conditions, 7.1, Termination, 9.03, Insurance Coverage Requirements, and 10.5, Royalties and Inventions. Additionally, the proposed agreement is based upon the Orbis Partners, LLC Agreement, attached as Exhibit A, "Scope of Work."

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OTHER AGENCY INVOLVEMENT:

A Sole Source Justification was prepared by the Probation Department and was approved by the Contracts/Purchasing Officer. The Agreement documents have been reviewed by the Office of County Counsel and approved as to form with the exceptions to County standard terms and conditions noted in Exhibit B. The County Risk Manager has reviewed and approved the exceptions to County standard insurance coverage requirements. The Office of the Auditor-Controller has reviewed and approved as to fiscal provisions. The Agreement documents have been reviewed and approved as required by the Information Technology Department.

FINANCING:

Funding for the software subscription service with e-training agreement is provided by the Youth Programs and Facilities Grant. The first-year expenditure of \$28,510 will be made within the existing appropriation limits during FY 21-22. The remaining balance of \$40,713 will be included in the budgets for FY22-23 and 23-24. There is no additional cost to the County General Fund with the recommended action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports key objectives of: 1) Health and Human Services by providing care and treatment for the specific needs of each youth with County and community services to improve their quality of life and support rehabilitation; and 2) Public Safety by providing services and programs to youth for successful reintegration into the community and aid in crime prevention.

	J
	Economic Development
	Administration
X	Health & Human Services
	Infrastructure
\times	Public Safety

Legistar File Number: A 21-469

Prepared by: Wendi Reed, Management Analyst II, ext. 3985

Approved by: Todd Keating, Chief Probation Officer, ext. 3913

Docusigned by:

Jodd Keating

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8/26/2021 | 10:50 AM PDT

Attachments:

Agreement with Orbis Partners, LLC for FY 2021-22, FY2022-23, and FY 2023-24

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: Orbis Partners, LLC.

(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Software Licensing, Hosting and Support for Fifty(50) Users for the CaseWorks-YASI software, to include eTraining.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of:\$ 69,223.50

3.0 TERM OF AGREEMENT:

- 3.01 The term of this Agreement is from September 20, 2021 to September 19, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

1 of 10

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Exceptions to County Standard Agreement

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 <u>INSURANCE REQUIREMENTS:</u>

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 <u>not</u> 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.

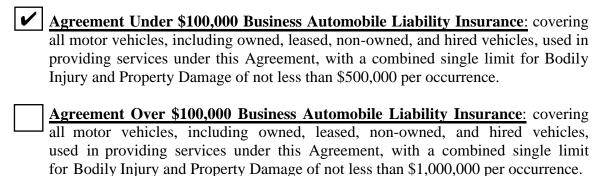
9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

<u>Commercial General Liability Insurance</u>: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.



(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

Sept. 20, 2021 - Sept. 19,

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 <u>County Records:</u> When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 <u>Maintenance of Records:</u> CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 Access to and Audit of Records: The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 <u>INDEPENDENT CONTRACTOR:</u>

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY: Todd Keating, Chief Probation Officer Monterey County Probation Department Name and Title 20 E. Alisal Street Salinas, CA 93901 FOR CONTRACTOR: Alex Stringer, Chief Operations Officer Orbis Partners, LLC Name and Title P.O. Box 934058 Atlanta, GA 31193-4058

Address (831) 755-9313, Fax (831) 759-7246

Phone:

(888) 682-7720, (843)284-2201

Address

Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 <u>Conflict of Interest:</u> 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 <u>Amendment:</u> 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 <u>Assignment and Subcontracting:</u> 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 <u>Successors and Assigns:</u> 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 <u>Compliance with Applicable Law:</u> The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **<u>Headings:</u>** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 <u>Time is of the Essence:</u> Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 <u>Construction of Agreement:</u> 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 <u>Counterparts:</u> 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 <u>Authority:</u> 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 <u>Integration:</u> 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 <u>Interpretation of Conflicting Provisions:</u> 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.

2024

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

	COUNTY OF MONTEREY	CONTRACTOR
By:	Contracts/Purchasing Officer	Orbis Partners, LLC
Date:		Contractor's Business Name*
By:	D ((H 1/(C 1' 11)	Alexander P. Stringer
Date:	Department Head (if applicable)	By: (Signature of Chair, President, or Vice-President) *
By:		Alexander P. Stringer, Chief Operations Officer
Date:	Board of Supervisors (if applicable)	Date:
Approved	as to Form ¹ — DocuSigned by:	
By:	lune Brinton Gounty Counce	DocuSigned by:
Date:	County Counsel 8/26/2021 4:52 PM PDT	By: (Signature of Secretary, Asst. Secretary,
Approved	as to Fiscal Provisions ²	CFO, Treasurer or Asst. Treasure) * Logan Greenspan, Co-Chief Executive Officer
By:	Gary Giboney	Name and Title
Date:	Auditor/Controller 8/26/2021 4:53 PM PDT	Date: 8/26/2021 4:08 PM PDT
Approved	as to Liability Proprietions By:	
By:	Vanielle P. Maneuso	
Date:	8/27/2021 8:26 AM PDT	
County 1	Board of Supervisors' Agreement Number:	, approved on (date):

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

CaseWorks-YASI Assessment & Case Planning

Software License, Hosting & Support, and Training Agreement

1. Parties

Vendor

Orbis Partners 3490 Piedmont RD, suite 304 Atlanta GA 30305

Voice: 613.888.682.7720 Email: info@orbispartners.com

Customer

Monterey County Probation Department 20. E. Alisal Street, 2nd Floor Salinas, CA 93901

2. Term and Termination

This License, Hosting & Support Agreement is effective as of the installation date of the software for <u>3</u> full years, after which time this Agreement will expire, unless terminated by either party at least ninety (90) days prior to the end of the term, or unless replaced by a new Agreement or an Amendment to this Agreement that is mutually agreed upon by both parties.

3. Software License and Terms of Use

- Subject to compliance with the terms and conditions of this Agreement, Orbis hereby grants to the Monterey County Probation Department ("Licensee") a non-exclusive, non-sublicensable, and non-transferable license during the term to: (i) use the CaseWorks-YASI software ("Software") solely for Licensee's internal business purposes up to the number of authorized users set forth below. Licensee shall use the software only in strict compliance with Orbis's terms of use for such software in this agreement.
- Licensee shall not use the Software for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- The Software may only be utilized by authorized personnel from State of Licensee.
- The number of total Licensee authorized users will not exceed **50**. Additional user accounts can be purchased if desired.
- Orbis will create a user account for each licensed user at Licensee. Users are responsible for
 maintaining the confidentiality of their password, and must not share passwords with colleagues
 or other users. Each account is intended for use by a single individual. The number of accounts
 created cannot exceed the current licensed amount referenced above, unless additional accounts
 are licensed.
- Users are entirely responsible for data entered while logged into their account.
- Accounts may be transferred to a different user (but not used concurrently) by the software administrator, if a user is taking leave, changes responsibility, or leaves the organization.

- Orbis reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Software.
- Licensee acknowledges that, as between Licensee and Orbis, Orbis owns all right, title, and interest, including all intellectual property rights, in and to the Software, including any and all code and components thereof.
- If Licensee or any of its employees or contractors sends or transmits any communications or materials to Orbis by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Orbis is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Licensee hereby assigns to Orbis on Licensee's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Orbis is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Licensor is not required to use any Feedback.

4. Scope of Hosting and Support

4.1. Hosting Services

- 4.1.1 **Orbis Servers** Orbis partners will maintain the Software on its hosted servers.
- 4.1.2 **SSL Encryption** Orbis servers are configured with an identity certificate for SSL encrypted communication between users of the system (via a web browser) and the Orbis servers. This ensures an encrypted session when transferring data to and from the servers. TLS 1.2 is used for securing the browser communication between the client and the hosted solution. Authentication uses TLS 1.2 with an RSA 4096 bit Certificate Key.
- 4.1.3 <u>Secured Server, Secured Database</u> The servers are located at MSFT Azure server facilities, and the servers and databases are administered by Orbis Partners staff, via secure remote desktop connections. For security reasons, the administration of the servers can only be accessed from a static IP address at the Orbis HQ. In addition, firewalls on both ends are used to prevent unauthorized access. Orbis servers are SOC-II, ISO 27001 and FedRAMP certified.
- 4.1.4 **Hosting Highlights** The following highlights are included with this hosting agreement:
- a) Data is encrypted at rest and in transit
- b) Industry standard server and facility
- c) Fully redundant disk management
- d) Managed Backup solution: Includes file level and snapshot-level backups, accessible in the event of a hardware failure. Backups occur nightly

4.2. Support Services

- 4.1.1 <u>Telephone Support</u> Orbis Partners will provide Licensee with a telephone number to contact Orbis Partners Support Center, which is available from 9:30 a.m. until 5:30 p.m. Eastern Standard Time, Monday through Friday, excluding the following Orbis Partners' observed holidays: New Year's Day (Jan.1), The 3rd Monday in February, Good Friday, Easter Monday, The Monday preceding May 25, July 1 (or July 2 or 3 if the 1st is a weekend day), Labor Day (September), The 2nd Monday in October, November 11, Christmas Day (Dec.25), and December 26.
- 4.1.2 **E-Mail Support** Orbis Partners will provide Licensee with one or more electronic mail addresses to which Licensee may submit routine or non-critical support requests, which Orbis Partners will address during its regular business hours.
- 4.1.3 **Remote Support** When required to properly resolve a support/maintenance request, Orbis Partners will provide remote assistance to Licensee using WebEx or another Web Conferencing/Remote Access tool that is mutually acceptable to both parties.
- 4.1.5 <u>Software Updates</u>. Orbis Partners will provide revisions of and enhancements to maintained software products available to Licensee at no cost above the annual support fees paid by Licensee as such updates are generally released by Orbis Partners.

4.2. Support Limitations

The following are not covered by this License, Hosting & support agreement, but may be separately available at rates and on terms which may vary from those described herein:

- a) Services required due to misuse of the Orbis Partners maintained software products;
- b) Services required by Licensee to be performed by Orbis Partners outside of Orbis Partners' usual working hours; and
- c) Services which relate to tasks other than support/maintenance of Licensee's existing
 implementation and configuration of Orbis Partners maintained software products
 including, but not necessarily limited to, enhancing or adapting such products for
 specific operating environments;

5. License, Hosting and Support Fees

- 5.1. The license, hosting and support fees are \$19,760 for the first year, billable at the commencement of this contract. Annual fees for years 2-3 will be billed one month prior to the anniversary date each year, at the previous year's rate plus a maximum of 2% (to cover increased costs).
- 5.2. <u>Payment Terms</u>. Licensee will be invoiced for all amounts as they become due. For the duration of this contract, Orbis Partners will send an invoice annually one month prior to the Anniversary Date of the software installation for the next year. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices.

6. Other Terms and Conditions

- 6.1 **<u>Data Ownership</u>**. Although the software will be hosted and maintained by Orbis Partners Inc., the ownership of the data in the software rests with Licensee.
- Orbis Partners, Inc. complies with California state breach notification law and will be responsible for all breach notifications and the cost of those, where they are responsible for the breach.

Training for up to 50 staff members will be conducted via Orbis' YASI eTraining solution, with virtual live follow-up training sessions provided by a senior Orbis trainer.

- 7.1 YASI eTraining for up 50 users will be billed at the commencement of the contract at the rate of \$8,750 (one-time cost); each of the 50 staff members will receive their own YASI eTraining account so that they can complete the training at their own pace. Note: this rate has been discounted by 50% from our standard rates.
- 7.2 **Virtual live follow-up training sessions** are included for all 50 users at no additional cost; an Orbis trainer will schedule these complimentary sessions following completion of YASI eTraining.

8. Certification of Authority to Sign Agreement.

The persons signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this License, Hosting and Support agreement on behalf of said parties and that this Hosting and support agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS AGREEMENT.

CUSTOMER: Monterey County Probation Department 20. E. Alisal Street, 2nd Floor Salinas, CA 93901	VENDOR: Orbis Partners 3490 Piedmont RD, suite 304 Atlanta GA 30305
By:	By:
	Title:
Date	Date

EXHIBIT B – EXCEPTIONS TO COUNTY STANDARD AGREEMENT

1. Section 6.0, Payment Conditions, Paragraph 6.04, is replaced with the payment conditions under Exhibit A- CaseWorks-YASI Assessment & Case Planning Software License, Hosting & Support, and Training Agreement, Section 5, License, Hosting and Support Fees, Paragraph 5.2, Payment Terms:

Licensee will be invoiced for all amounts as they become due. For the duration of this contract, CONTRACTOR will send an invoice annually one month prior to the Anniversary Date of the software installation for the next year. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices.

2. Section 7.0, Termination, Paragraph 7.1 is replaced with the following termination language under Exhibit A- CaseWorks-YASI Assessment & Case Planning Software License, Hosting & Support, and Training Agreement, Section 2, Term and Termination:

This License, Hosting & Support Agreement is effective as of the installation date of the software for 3 full years, after which time this Agreement will expire, unless terminated by either party at least ninety (90) days prior to the end of the term, or unless replaced by a new Agreement or an Amendment to this Agreement that is mutually agreed upon by both parties.

3. Section 9.0, Insurance Requirements, Paragraph 9.03, Insurance Coverage Requirements, is modified with the following exemptions to the provision of the Auto Liability and Workers Compensation Insurance requirements:

Services being provided by the CONTRACTOR to the COUNTY will be secured hosted software licenses, maintenance, and remote software support, as well as e-training and virtual training. All work conducted will be done from outside of the State of California, therefore CONTRACTOR will not have any staff members OR consultants working in the State of California; and there will be no use of owned or hired automobiles in the provision of services during the term of the Agreement.

4. Regarding Section 10.5, Royalties and Inventions:
This language does not apply to CONTRACTOR'S proprietary software, including YASI and YASI eTraining.

Orbis Partners, LLC

Term: September 20, 2021 – September 19, 2024

Not-to-exceed: \$69,223.50



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/26/2021

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 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 Ileu of such endorsement(s).

certificate noider in fleu of such	1 endorsement(s).					
PRODUCER		CONTACT Lana Sentsova				
Smith Petrie Carr & Scott Insurance	e Brokers	PHONE (A/C, No. Ext): 613-366-6558	PHONE (A/C, No. Ext): 613-366-6558 FAX (A/C, No): 613-237-1179			
600-359 Kent St			E-MAIL Jone contonue @cnes inc com			
Ottawa, ON K2P 0R6		INSURER(S) AFFORDING CO	OVERAGE	NAIC #		
		INSURER A : Berkley Insurance Company				
INSURED		INSURER B :				
MST Canada Service	es; MST US Services;	INSURER C :				
Orbis Partners LLC		INSURER D :				
5550 Manotick Main	St. Box 520,	INSURER É :				
Manotick	ON K4M1A5	INSURER F :				
COVERAGES	CERTIFICATE NUMBER:	REVIS	ION NUMBER:			

CO	COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:								
IN CE EX	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	CLAIMS-MADE X OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	Ψ	2,000,000 1,000,000 50,000
Α	(2.3)	Υ	Υ	BC06042-2101	01/17/2021	01/17/2022	PERSONAL & ADV INJURY	-	2,000,000
							GENERAL AGGREGATE		2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
	X POLICY PRO- JECT LOC							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$	
Α	ALL OWNED SCHEDULED AUTOS			BC06042-2101	01/17/2021	01/17/2022	BODILY INJURY (Per accident)	\$	
	HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
DED RETENTION\$								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU- OTH- TORY LIMITS ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE		N/A					E.L. EACH ACCIDENT	\$	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
A Errors & Omissions Liability				BC06042-2101	01/17/2021	01/17/2022	\$1,000,000 Aggregate \$5,000 Retention		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) The County of Monterey, its Officers, Agents and Employees are included as additional insured with respect to Commercial General Liability. Primary and non-contributory clause is included with respect to Commercial General Liability. Limits are in CDN funds.									

CERTIFICATE HOLDER	CANCELLATION
County of Monterey Contractual/Purchasing Dept 1488 Schilling Place	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Salinas, CA 93901 USA	AUTHORIZED REPRESENTATIVE Lana Sentsova, RIBO, CIP

ACORD 25 (2010/05)

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Berkley Insurance Company

This endorsement changes the policy.

Please read it carefully.

Additional Insured

(Applicable to Commercial General Liability Policy))

In consideration of an Additional Premium of \$0, it is hereby understood and agreed that the following is added as Additional Insured with respect to the Policy, but solely with respect to liability arising out of the operations of the Named Insured.

The County of Monterey, its agents, officers and employees Contractual/Purchasing Department 1488 Schilling Place Salinas, CA 93901 USA

Effective From: July 19, 2021 To:January 17, 2022

12:01 A.M. Standard Time at the mailing address of the Named Insured as stated herein.

All other terms and conditions of the policy remain unchanged.

SPO 07 05 47-2

Insured: MST Canada Services Ltd.

Effective Date: July 19, 2021
Policy Number: BC06042-2101
Date Issued: July 28, 2021

Berkley Insurance Company

This endorsement changes the policy.

Please read it carefully.

Additional Insured - Primary Coverage

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

SCHEDULE

Named of Person or Organization:

The County of Monterey, its agents, officers and employees Contractual/Purchasing Department 1488 Schilling Place Salinas, CA 93901 USA

- I. Who is an Insured (Section II) is amended to add any Person(s) or Organization(s) listed in the above schedule to whom you are obligated to include as an additional insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.
- II. As respects the coverage provided to the Person or Organization shown in the Schedule, SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Other Insurance, a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary and noncontributing insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

Additional Premium for this coverage applies:

All other terms and conditions of the policy remain unchanged.

CGL 07 05 130-3

Insured: MST Canada Services Ltd.

Effective Date: July 19, 2021
Policy Number: BC06042-2101
Date Issued: July 28, 2021

Berkley Insurance Company

This endorsement changes the policy.

Please read it carefully.

Waiver Of The Transfer Of Rights Of Recovery Against Others To Us

Additional Premium \$0

This endorsement modifies insurance provided under the following:

Commercial General Liability Policy

Schedule

Name of Person or Organization: Where required by signed contract

Section IV – Commercial General Liability Conditions, 14. – Transfer of the Rights of Recovery Against Others to Us, is deleted and replaced with the following:

14. Transfer of the Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "action" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payment we make for "bodily injury" or "property damage" arising out of your ongoing operations as stated on the declarations page or "your work" done under contract with the person or organization stated in the schedule and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the schedule.

All other terms and conditions of the policy remain unchanged.

SPO 07 05 133-1

Insured: MST Canada Services Ltd.

Effective Date: July 19, 2021
Policy Number: BC06042-2101
Date Issued: July 22, 2021



Monterey County

Item No.28

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

September 14, 2021

Board Report

Legistar File Number: A 21-478

Introduced: 8/13/2021 Current Status: General Government -

Consent

Version: 1 Matter Type: BoS Agreement

Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Renewal & Amendment #4 for Advanced Computer Technology Solutions Inc dba Alliance Career Training Solutions (ACTS) retroactive to June 1, 2021 and extend the term date for one (1) additional year through May 31, 2022 to provide continuity of services identified in the original Agreement for Countywide Service Agreements (CSA's).

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Renewal & Amendment #4 for Advanced Computer Technology Solutions Inc dba Alliance Career Training Solutions retroactive to June 1, 2021 and extend the term date for one (1) additional year through May 31, 2022 to provide continuity of services identified in the original Agreement for Countywide Service Agreements (CSAs).

SUMMARY/DISCUSSION:

The CSA between the County of Monterey and Advanced Computer Technology Solutions Inc. dba Alliance Career Training Solutions (ACTS) had been in place for a period of five (5) years. On June 15, 2016., the Board of Supervisors authorized a three-year term for the CSA, with the option of two one-year extensions. Consequently, the last authorized one-year extension expired on May 31, 2021. The Contracts/Purchasing Division had intended to issue a new Request for Proposals (RFP) for the services provided under this CSA. However, because of the COVID-19 response, it was necessary for Contracts/Purchasing to focus resources on the activation of the Logistics section and on other CSAs that directly impact County services related to COVID-19.

Approval of the recommended action will provide the County with continuity of business and training in desktop applications and related topics, training and testing for technical certifications in the information technology industry, as well as customized technical training and consulting services while Contracts/Purchasing completes a formal solicitation process.

This request is to execute RENEWAL AND AMENDMENT NO. 4 retroactive to June 1, 2021 with a term through May 31, 2022. All other terms, conditions, and pricing remain the same as outlined in the original Agreement and subsequent amendments thereto.

OTHER AGENCY INVOLVEMENT:

Amendment 2
Amendment 3

County Counsel has approved as to form. The Auditor-Controller's office has reviewed and approved as to fiscal provisions.

FINANCING:

Funds for these services are contained within the approved budget allocations of the departments utilizing the services. Expenditures will depend on the actual services requested by individual County departments. All Terms and Conditions and Pricing remain the same.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

These actions will help ensure the timely provision of necessary services to all County Departments.

- F				
Mark a c	heck to the	related board	of Supervisors Strategic Initia	ives
	nomic Deve			
X Adm	ninistration			
X Heal	th & Huma	n Services		
Infra	structure			
Publ	ic Safety			
Reviewe	d by Tom S	Skinner, Manaş	gement Analyst III	
Si	ignature	Date		
Reviewe	d by Debra	Wilson, Actin	g Contracts and Purchasing O	fficer
Si	ignature	Date		
ATTAC	HMENTS:	:		
1	Amendmen	t 4		
	Original Bo			
	Original Ag			
	Amendmen			

Monterey County Page 2 Printed on 9/13/2021



Monterey County

Item No.

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

September 14, 2021

Board Report

Legistar File Number: 21-704

Introduced: 8/13/2021 Current Status: Agenda Ready

Version: 1 Matter Type: General Agenda Item

Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Renewal & Amendment #4 for Advanced Computer Technology Solutions Inc dba Alliance Career Training Solutions (ACTS) retroactive to June 1, 2021 and extend the term date for one (1) additional year through May 31, 2022 to provide continuity of services identified in the original Agreement for Countywide Service Agreements (CSA's).

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Renewal & Amendment #4 for Advanced Computer Technology Solutions Inc dba Alliance Career Training Solutions retroactive to June 1, 2021 and extend the term date for one (1) additional year through May 31, 2022 to provide continuity of services identified in the original Agreement for Countywide Service Agreements (CSAs).

SUMMARY/DISCUSSION:

The CSA between the County of Monterey and Advanced Computer Technology Solutions Inc. dba Alliance Career Training Solutions (ACTS) had been in place for a period of five (5) years. On June 15, 2016., the Board of Supervisors authorized a three-year term for the CSA, with the option of two one-year extensions. Consequently, the last authorized one-year extension expired on May 31, 2021. The Contracts/Purchasing Division had intended to issue a new Request for Proposals (RFP) for the services provided under this CSA. However, because of the COVID-19 response, it was necessary for Contracts/Purchasing to focus resources on the activation of the Logistics section and on other CSAs that directly impact County services related to COVID-19.

Approval of the recommended action will provide the County with continuity of business and training in desktop applications and related topics, training and testing for technical certifications in the information technology industry, as well as customized technical training and consulting services while Contracts/Purchasing completes a formal solicitation process.

This request is to execute RENEWAL AND AMENDMENT NO. 4 retroactive to June 1, 2021 with a term through May 31, 2022. All other terms, conditions, and pricing remain the same as outlined in the original Agreement and subsequent amendments thereto.

Legistar File Number: 21-704

OTHER AGENCY INVOLVEMENT:

County Counsel has approved as to form. The Auditor-Controller's office has reviewed and approved as to fiscal provisions.

FINANCING:

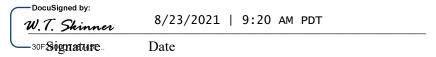
Funds for these services are contained within the approved budget allocations of the departments utilizing the services. Expenditures will depend on the actual services requested by individual County departments. All Terms and Conditions and Pricing remain the same.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

These actions will help ensure the timely provision of necessary services to all County Departments.

Mark a check to the related board of Supervisors Strategic Initiatives
X Economic Development
X Administration
X Health & Human Services
Infrastructure
Public Safety

Reviewed by Tom Skinner, Management Analyst III



Reviewed by Debra Wilson, Acting Contracts and Purchasing Officer



ATTACHMENTS:

Amendment 4

Original Board Order

Original Agreement

Amendment 1

Amendment 2

Amendment 3

RENEWAL AND AMENDMENT NO. 4

TO COUNTYWIDE SERVICE AGREEMENT BETWEEN COUNTY OF MONTEREY AND ADVANCED COMPUTER TECHNOLOGY SOLUTIONS INC d/b/a ALLIANCE CAREER TRAINING SOLUTIONS

THIS RENEWAL AND AMENDMENT NO. 4 to Countywide Service Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and ADVANCED COMPUTER TECHNOLOGY SOLUTIONS INC d/b/a ALLIANCE CAREER TRAINING SOLUTIONS (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Countywide Service Agreement with the County on June 21, 2016 (hereinafter, "Agreement"), for the provision of providing Personal Computer Application Training & Consulting Services in accordance with the specifications set forth within RFP 10533 to meet the expressed needs of the County; and

WHEREAS, the Countywide Service Agreement had an initial three (3) year term ending on May 31, 2019; and

WHEREAS, part of the original approval, The Board of Supervisors authorized the Contract/Purchasing Officer or Contracts/Purchasing Supervisor to extend the term of the Countywide Service Agreement with up to two (2) extensions of one (1) year periods; and

WHEREAS, the County and CONTRACTOR amended the Countywide Service Agreement via Amendment No. 1 dated September 29, 2016 to revise the Scope of Work to further align with the needs of the County and to ensure that those needs are met over the course of the Countywide Service Agreement by one (1) year extension period; and

WHEREAS, the County and CONTRACTOR amended the Countywide Service Agreement via Amendment No. 2, dated May 6, 2019, to extend the term of the Countywide Service Agreement by one (1) year extension period; and

WHEREAS, the County and CONTRACTOR amended the Countywide Service Agreement via Amendment No. 3 dated May 20, 2020, to extend the term of the Countywide Service Agreement by one (1) year extension period; and

WHEREAS, the County and CONTRACTOR wish to extend the term of the Countywide Service Agreement for one (1) additional year through May 31, 2022 to allow the County to provide services identified in this Agreement and amend by this RENEWAL AND AMENDMENT NO. 4.

NOW THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the County and CONTRACTOR hereby agree to amend the Countywide Service Agreement Amendment No. 4 in the following manner:

Page 1 of 3

- 1. The Agreement is renewed retroactive to June 1, 2021, and all of its provisions shall be deemed to have been in effect continuously since that time.
- 2. Amend Paragraph 3.1 of Section 3.0, "Term of Agreement", to read as follows:

TERM OF AGREEMENT shall be amended by removing "The initial term shall commence with the signing of the AGREEMENT through and including May 31, 2019, with the option to extend the Agreement for two (2) additional one (1) year periods. County is not required to state a reason if it elects not to renew this AGREEMENT." and replacing it with "The term shall commence with the signing of the AGREEMENT through and including May 31, 2022."

- 3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 4 and shall continue in full force and effect as set forth in the Agreement.
- 4. A copy of this RENEWAL AND AMENDMENT NO. 4 shall be attached to the original Agreement dated June 21, 2016.
- 5. The recitals to this RENEWAL AND AMENDMENT NO. 4 are incorporated by this reference.

~~~ This area intentionally left blank ~~~

**COUNTY OF MONTEREY** 

IN WITNESS WHEREOF, the Parties execute this RENEWAL AND AMENDMENT NO. 4 which shall be effective as of the last date opposite the respective signatures below.

**CONTRACTOR\*** 

| By:    |                                                               | A     | Advances Computer [                                          | Technology            |
|--------|---------------------------------------------------------------|-------|--------------------------------------------------------------|-----------------------|
|        |                                                               |       | lutions Inc. dba Allia                                       |                       |
|        |                                                               |       | Training Soluti                                              | ons                   |
|        | Contracts/Purchasing Officer                                  |       | Contractory's Busines                                        | s Name                |
| Date:  |                                                               | By:   | Edward king                                                  |                       |
|        |                                                               |       | (Signature of Chair, Preside                                 | nt or Vice President) |
|        |                                                               |       | Edward King                                                  | CF0                   |
|        |                                                               |       | (Print Name a                                                | and Title)            |
|        |                                                               |       | 7/21/2021   7:13                                             |                       |
|        |                                                               | Date: |                                                              |                       |
|        |                                                               |       | DocuSigned by:                                               |                       |
|        |                                                               | By:   | Alex Sandies                                                 |                       |
|        | ved as to Form and Legality<br>of t <u>he County C</u> ounsel | ,     | (Signature of Secretary, Ass<br>Treasurer or Assistant Treas |                       |
|        | William Lift                                                  |       | Alex Sanchez                                                 | CEO                   |
| By:    | DA7BBB6CB9BWAliam Litt                                        |       | (Print Name a                                                | and Title)            |
|        | Deputy County Counsel                                         |       | (1 Imi Ivame a                                               | ind Title)            |
| Date:  | 7/23/2021   9:07 PM PDT                                       | Date: | 7/22/2021   2:02                                             | PM PDT                |
|        |                                                               |       |                                                              |                       |
| Approv | ved as to Fiscal Provisions                                   |       |                                                              |                       |
| By:    | Gary Giboney                                                  |       |                                                              |                       |
| ,      | D3834BFE Austitor Controller                                  |       |                                                              |                       |
| Date:  | 7/25/2021   8:09 PM PDT                                       |       |                                                              |                       |
| Approv | ved as to Indemnity and Insurance Provisions                  |       |                                                              |                       |
| By:    |                                                               |       |                                                              |                       |
| •      | Risk Management                                               |       |                                                              |                       |
| Date:  |                                                               |       |                                                              |                       |

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.



# Monterey County Board of Supervisors

168 West Alisal Street, 1st Floor Salinas, CA 93901 831,755,5066

# **Board Order**

Agreement No.: A-13167

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to execute a Countywide Service Agreement based on the criteria set forth in RFP #10533. The agreement is between the County of Monterey and Advanced Computer Technology Solutions, Inc. dba Alliance Career Training Solutions for the provision of Personal Computer Application Training & Consulting services for the County of Monterey on an as-needed basis for the initial term of three (3) years, effective from the date of execution through and including May 31, 2019. The aggregate amount over the term of all Agreements shall not exceed \$450,000, in accordance with the terms and conditions set within the Agreement; and
- b. Authorized the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to exercise the option to extend the Countywide Service Agreement for two (2) optional one (1) year periods in accordance with the terms and conditions set within each Agreement; and
- c. Authorized the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to execute, after one year, similar additional Agreements for Personal Computer Application Training & Consulting services with qualified contractors who meet the minimum requirements and comply with the County of Monterey standard terms and conditions, where each individual agreement does not affect the total aggregate amount authorized. Any additional Agreements shall terminate May 31, 2019; and
- d. Authorized the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to increase the cumulative "not to exceed" amount by up to 10% of the original aggregate amount of \$450,000, even if no additional Agreements are entered into.

PASSED AND ADOPTED on this 7th day of June 2016, by the following vote, to wit:

AYES: Super

Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on June 7, 2016.

Dated: June 15, 2016

File ID: 16-527

Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

By Plenise Cancack Deputy

# AGREEMENT BETWEEN COUNTY OF MONTEREY AND ADVANCED COMPUTER TECHNOLOGY SOLUTIONS, INC. *DBA* ALLIANCE CAREER TRAINING SOLUTIONS

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Advanced Computer Technology Solutions, Inc. dba Alliance Career Training Solutions, hereinafter referred to as "CONTRACTOR."

# RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP #10533) for Personal Computer Application Training & Consulting Services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

# 1.0 PERFORMANCE OF THE AGREEMENT

1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP # 10533 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10533. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

**AGREEMENT** 

RFP #10533 dated January 14, 2016, including all attachments and exhibits

Addendum #1

CONTRACTOR'S Proposal dated February 22, 2016,

Exhibit A: Pricing

Exhibit B: Withdrawal & Retake Policy

1.2 These documents are on file with the Contracts/Purchasing Division.

Prepared By D. Lewelling

- All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required
- by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, RFP #10533, Addendum #1, CONTRACTOR'S Proposal, including all attachments and exhibits.
- 1.4 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.5 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - 1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

# 2.0 SCOPE OF SERVICE

The SCOPE OF WORK includes but is not limited to the following:

# 2.1 <u>Training/Location:</u>

1.3

- 2.1.1 Instructor led trainings shall be provided by CONTRACTOR at their facility (parking must be provided free of cost to employee)
- 2.1.2 A County Department may request a customized on-site training and in that event will provide an optional on-site location available for use by CONTRACTOR if deemed necessary in order for trainings to be available.
- 2.1.3 Software used by CONTRACTOR for training purposes on site at County facility shall be purchased by CONTRACTOR in addition to costs associated for internal Information Technology Department (ITD) support for loading of course software on County training PC's.
- 2.1.4 Host live online trainings for employees using GoToMeetings or equivalent software programs that meet ITD safety capability.

Prepared By D. Lewelling 2

- 2.1.5 Provide training manuals, guides, and resources to employees for additional support.
- 2.1.6 Provide customer service via phone or email for inquiries that include but are not limited to: course information, downloading of training guides, employee support for specific software features, plus registration and payment processing inquires.

# 2.2 Marketing:

- 2.2.1 CONTRACTOR shall periodically meet with County ITD staff during scheduled debrief sessions to strategize approaches to advertisement of computer training to employees.
- 2.2.2 CONTRACTOR shall produce monthly electronic marketing fliers for employee advertisement.
- 2.2.3 All course advertisements produced by CONTRACTOR shall be made available through the County ITD website and will interface with County's Learning Management System (LMS).
- 2.2.4 CONTRACTOR shall develop a computer training calendar bi-annually in coordination with Monterey County's ITD staff to provide employee options.
- 2.2.5 CONTRACTOR shall produce a course catalog for employees; CONTRACTOR will update the course catalog annually (or as needed) to maintain accurate course availability and information

# 2.3 Registration:

- 2.3.1 Registration of CONTRACTOR sponsored courses shall be loaded and managed by CONTRACTOR through the County's LMS system.
- 2.3.2 CONTRACTOR shall provide employee requested assistance for self-enrollment process.

# 2.4 Needs Assessment/Strategic Planning:

- 2.4.1 CONTRACTOR shall provide course evaluations to employees after each course; evaluations will be submitted to ITD staff.
- 2.4.2 CONTRACTOR shall work, coordinate and strategize with the office of Learning and Organizational Development (LOD) and ITD to develop courses that benefit County departments.

- 2.4.3 CONTRACTOR shall maintain data collection of performance measures on courses offered.
- 2.5 CONTRACTOR shall be able to provide training in the following disciplines including, but not limited to the following categories, subjects, or titles:

# End User Training-Microsoft Suites

- 2.5.1 Office Pro 2007
- 2.5.2 Office Pro 2010
- 2.5.3 Office Pro 2013
- 2.5.4 Webex Microsoft Suite Training
- 2.5.5 Customized classroom and online Microsoft Suite Training

# End User Training-Other Training Subjects

- 2.5.6 Adobe Acrobat
- 2.5.7 Business Skills (examples: Business Writing & Grammar, Effective Presentations, Organizational Skills, Project Management Fundamentals, Time Management, etc.)
- 2.5.8 Crystal Reports
- 2.5.9 Adobe Flash
- 2.5.10 Adobe Illustrator
- 2.5.11 Adobe Dreamweaver
- 2.5.12 Microsoft Expression Web
- 2.5.13 Introduction to Personal Computing
- 2.5.14 Adobe Photoshop
- 2.5.15 Microsoft Project
- 2.5.16 Microsoft Publisher
- 2.5.17 QuickBooks
- 2.5.18 Visio Professional
- 2.5.19 Visual Basic
- 2.5.20 Microsoft Windows (Excel, PowerPoint, Word, Outlook)
- 2.5.21 SharePoint 2010
- 2.5.22 SharePoint 2013
- 2.5.23 Mindjet MindManager
- 2.5.24 Vision Internet or other equivalent website development tools
- 2.5.25 On-line or Webex versions of any of the above trainings

## 3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence with the signing of the AGREEMENT through and including May 31, 2019, with the option to extend the AGREEMENT for two (2) additional one (1) year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.
- 3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing. CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the Agreement.
- 3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

# 4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this Section 4. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
  - 4.3.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County Contracts/Purchasing Officer in writing.
- 4.6 Tax:
  - 4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
  - 4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal

Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

### 5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the department requesting services.
- 5.2 CONTRACTOR shall reference the RFP number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included in the AGREEMENT must be approved by County in writing via an Amendment.

#### 6.0 STANDARD INDEMNIFICATION

6.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

# 7.0 INSURANCE REQUIREMENTS

# 7.1 Evidence of Coverage:

- 7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall <u>not</u> receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 7.2 Qualifying Insurers: All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

# 7.3 <u>Insurance Coverage Requirements:</u>

- 7.3.1 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:
  - 7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
  - 7.3.1.2 <u>Business automobile liability insurance</u>, 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.
  - 7.3.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less

than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

7.3.1.4 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, 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.

# 7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State 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.
- 7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. 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.

- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. 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.
- 7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by 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.

# 8.0 RECORDS AND CONFIDENTIALITY

- 8.1 <u>Confidentiality:</u> CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 8.2 <u>County Records:</u> When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 8.3 <u>Maintenance of Records: CONTRACTOR</u> 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.
- 8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors

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related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of 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.

#### 9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

# 10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.

- 10.3 <u>Non-Assignment</u>: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

# 11.0 CONFLICT OF INTEREST

- 11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.
- 11.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

# 12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

# 13.0 DRUG FREE WORKPLACE

13.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

# 14.0 TIME OF ESSENCE

14.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

# 15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

- Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.
  - 15.1.1 <u>Waiver:</u> No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

# 16.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

16.1 In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

# 17.0 FORCE MAJEURE

- 17.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 17.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 17.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

# 18.0 TRAVEL REIMBURSEMENT

18.1 Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. A copy of County's Travel Policy is available on the Auditor-Controller's web site at: <a href="http://www.co.monterey.ca.us/auditor/policy.htm">http://www.co.monterey.ca.us/auditor/policy.htm</a>.

#### 19.0 NON-APPROPRIATIONS CLAUSE

19.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for County for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, County will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for County or are otherwise available for payments. To the extent permitted by

law, this provision will not be construed so as to permit County to terminate this AGREEMENT in order to acquire or lease any other equipment or to allocate funds directly or indirectly to perform the same application and in the same manner for which the equipment is intended.

# 20.0 WARRANTY BY CONTRACTOR

- 20.1 CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. Time is of the essence of this AGREEMENT. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.
- Waste Removal: Once the collection of waste materials has commenced, CONTRACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. County shall not take responsibility for the accidental or purposeful discharge or release of any waste material.

#### 21.0 DAMAGE

21.1 CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of CONTRACTOR or his employee while working on County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this AGREEMENT.

#### 22.0 GUARANTEE OF MALWARE FREE GOODS

22.1 All software/hardware purchased must be free of malicious code such as viruses, Trojan horse programs, worms, spyware, etc. Validation of this must be written into the contract. Malicious code or malware (short for malicious software) is defined as software (or firmware) designed to damage or do other unwanted actions on a computer system. Common examples of malware include viruses, worms, Trojan horses and spyware. Viruses, for example, can cause havoc on a computer's hard drive by deleting files or directory information. Spyware can gather data from a user's system without the user knowing it. This can include anything from the web pages a user visits to personal information, such as credit card numbers.

# 23.0 INTELLECTUAL PROPERTY RIGHTS

- 23.1 All data provided by County belongs to County. All records compiled by CONTRACTOR in completing the work described in this AGREEMENT, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of County. Use or distribution of County data by CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from County.
- For systems hosted or stored on equipment not owned by County, CONTRACTOR shall furnish all data to County upon request by County at any time during the term of this AGREEMENT in a useable format as specified by County and at no additional cost to County.
- 23.3 Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT.

# 24.0 PATENT AND COPYRIGHT INDEMNITY

- 24.1 CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to County under this AGREEMENT infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless County, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
  - 24.1.1 If CONTRACTOR is obligated to defend County pursuant to this Section 24.0 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
  - 24.1.2 In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for County the right to continue using the CONTRACTOR

Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

24.2 County retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR products infringe any patent, copyright, or other intellectual property right.

# 25.0 BACKGROUND CHECKS

- 25.1 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.
  - 25.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.
  - 25.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).
  - 25.1.3 EXCEPTION: personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.
- 25.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

# 26.0 ACCESSIBILITY

26.1 CONTRACTOR shall inform itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible.

#### 27.0 NOTICES

27.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm

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receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer

County of Monterey, Contracts/Purchasing

1488 Schilling Place

Salinas, CA 93901-2439

Tel. No.: (831) 755-4990 FAX No.: (831) 755-4969

derrm@co.monterey.ca.us

TO CONTRACTOR:

Alex Sanchez

Advanced Computer Technology Solutions dba

Alliance Career Training Solutions

333 Abbott Street, Suite B

Salinas, CA 93901

Tel. No.: (831) 755-8200 FAX No.: (831) 755-8615

Alex@AllianceTrains.com

# 28.0 LEGAL DISPUTES

- 28.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 28.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 28.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 28.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

# IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

| MONTEREY COUNTY                          | CONTRACTOR                                                                    |
|------------------------------------------|-------------------------------------------------------------------------------|
| Contracts/Purchasing Officer             | By: Chua Luig Signature of Chair, President, or Vice-President                |
| Dated: 21 June 2016                      | FOWARD KING PRESENT Printed Name and Title                                    |
| Approved as to Fiscal Provisions:        | Dated: 4/11/14                                                                |
| Deputy Auditor/Controller                |                                                                               |
| Dated: 4/9/19                            | (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)* |
| Approved as to Liability Provisions:     | Printed Name and Title                                                        |
| Risk Management                          | Dated: 4 11 16                                                                |
| Dated:                                   | •                                                                             |
| Approved as to Form:                     |                                                                               |
| Deputy County Counsel                    |                                                                               |
| Dated: 4/15/16                           |                                                                               |
| County Board of Supervisors' Agreement N | umber:                                                                        |

\*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.

# **EXHIBIT A: Pricing Schedule**

# I. INSTRUCTOR-LED CLASSROOM TRAINING

| Course Topic                           | Course<br>Level | Course<br>Length | Course<br>Delivery | County<br>Rate Per<br>Student<br>Per Day | Minimum<br># of<br>Students | Maximum<br># of<br>Students |
|----------------------------------------|-----------------|------------------|--------------------|------------------------------------------|-----------------------------|-----------------------------|
| Offic                                  | e Professi      | onal 2007,       | 2010, 2013         |                                          |                             |                             |
| Excel - Level 1                        | 1               | 1 Day            | Classroom          | \$195                                    | 3                           | 20                          |
| Excel - Level 2                        | 2               | 1 Day            | Classroom          | \$195                                    | 3                           | 20                          |
| Excel - Level 3                        | 3               | 1 Day            | Classroom          | \$195                                    | 3                           | 20                          |
| Excel - Level 4                        | 4               | 1 Day            | Classroom          | \$195                                    | 3                           | 20                          |
| Office 2007/2010/2013 New Features     | 1               | 1 Day            | Classroom          | \$195                                    | 3                           | 20                          |
| Outlook - Intro                        | 1               | Half-Day         | Classroom          | \$99                                     | 3                           | 20                          |
| Outlook - Advanced                     | 2               | Half-Day         | Classroom          | \$99                                     | 3                           | 20                          |
| PowerPoint – Level 1                   | 1               | 1 Day            | Classroom          | \$195                                    | 3                           | 20                          |
| PowerPoint - Level 2                   | 2               | 1 Day            | Classroom          | \$195                                    | 3                           | 20                          |
| Windows / Intro. to Personal Computing | 1               | 1 Day            | Classroom          | \$195                                    | 3                           | 20                          |
| Word - Level 1                         | 1               | 1 Day            | Classroom          | \$195                                    | 3                           | 20                          |
| Word - Level 2                         | 2               | 1 Day            | Classroom          | \$195                                    | 3                           | 20                          |
| Word - Level 3                         | 3               | 1 Day            | Classroom          | \$195                                    | 3                           | 20                          |
|                                        | Databas         | e Applicat       | ions               |                                          |                             |                             |
| Access - Level 1                       | 1               | 2 Days           | Classroom          | \$225                                    | 3                           | 20                          |
| Access - Level 2                       | 2               | 2 Days           | Classroom          | \$225                                    | 3                           | 20                          |
| Access - Level 3                       | 3               | 2 Days           | Classroom          | \$225                                    | 3                           | 20                          |
| Crystal Reports - Level 1              | 1               | 2 Days           | Classroom          | \$325                                    | 3                           | 20                          |
| Crystal Reports – Level 2              | 2               | 2 Days           | Classroom          | \$325                                    | 3                           | 20                          |
| Р                                      | rogrammin       | g for Appl       | ications           |                                          |                             |                             |
| Access Programming w/VBA               | N/A             | 3 Days           | Classroom          | \$325                                    | 3                           | 20                          |
| Excel Programming w/VBA                | N/A             | 3 Days           | Classroom          | \$325                                    | 3                           | 20                          |
| Intro to Visual Basic (VBA)            | N/A             | 2 Days           | Classroom          | \$325                                    | 3                           | 20                          |
| SQL - Level 1                          | 1               | 1 Day            | Classroom          | \$325                                    | 3                           | 20                          |
| SQL - Level 2                          | 2               | 1 Day            | Classroom          | \$325                                    | 3                           | 20                          |
| We                                     | b Develop       | ment / Coll      | aboration          |                                          |                             |                             |
| Dreamweaver Level 1                    | 1               | 2 Days           | Classroom          | \$275                                    | 3                           | 20                          |
| Dreamweaver - Level 2                  | 2               | 2 Days           | Classroom          | \$275                                    | 3                           | 20                          |

 $x_1 = (0) \cdot x_1$ 

| Course Topic                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Course<br>Level | Course<br>Length | Course<br>Delivery | County<br>Rate Per<br>Student<br>Per Day | Minimum<br># of<br>Students | Maximum<br># of<br>Students |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|--------------------|------------------------------------------|-----------------------------|-----------------------------|
| Expression Web - Level 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 1               | 2 Days           | Classroom          | \$275                                    | 3                           | 20                          |
| Expression Web - Level 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2               | 2 Days           | Classroom          | \$275                                    | 3                           | 20                          |
| FrontPage Levels - Level 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | and the fact    | 1 Day            | Classroom          | \$225                                    | 3                           | 20                          |
| FrontPage Levels - Level 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2               | 1 Day            | Classroom          | \$225                                    | 3                           | 20                          |
| HTML - Level 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 | 1 Day            | Classroom          | \$275                                    | 3                           | 20                          |
| HTML Level 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 2               | 1 Day            | Classroom          | \$275                                    | 3                           | 20                          |
| SharePoint End-User - Level 1a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1a              | 1 Day            | Classroom          | \$275                                    | 3                           | 20                          |
| SharePoint End-User - Level 1b                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1b              | 1 Day            | Classroom          | \$275                                    | 3                           | 20                          |
| SharePoint End-User - Level 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2               | 2 Days           | Classroom          | \$275                                    | 3                           | 20                          |
| The state of the s | Deskto          | p Publish        | ing                |                                          |                             |                             |
| InDesign – Level 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 11              | 2 Days           | Classroom          | \$275                                    | 3                           | 20                          |
| InDesign - Level 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2               | 1 Day            | Classroom          | \$275                                    | 3                           | 20                          |
| Publisher Level 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1               | 1 Day            | Classroom          | \$225                                    | 3                           | 20                          |
| Publisher - Level 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2               | 1 Day            | Classroom          | \$225                                    | 3                           | 20                          |
| -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Graphics, Illus | tration &        | Multimedia         |                                          |                             |                             |
| Acrobat - Level 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1               | 1 Day            | Classroom          | \$275                                    | 3                           | 20                          |
| Acrobat - Level 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2               | 1 Day            | Classroom          | \$275                                    | 3                           | 20                          |
| CoreiDraw - Level 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1               | 2 Days           | Classroom          | \$275                                    | 3                           | 20                          |
| Fireworks - Level 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1               | 1 Day            | Classroom          | \$275                                    | 3                           | 20                          |
| Fireworks - Level 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2               | 1 Day            | Classroom          | \$275                                    | 3                           | 20                          |
| Flash - Level 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1               | 1 Day            | Classroom          | \$275                                    | 3                           | 20                          |
| Flash - Level 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2               | 1 Day            | Classroom          | \$275                                    | 3                           | 20                          |
| Illustrator - Level 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1               | 2 Days           | Classroom          | \$275                                    | 3                           | 20                          |
| Illustrator – Level 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2               | 1 Day            | Classroom          | \$275                                    | 3                           | 20                          |
| Photoshop – Level 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1               | 2 Days           | Classroom          | \$275                                    | 3                           | 20                          |
| Photoshop - Level 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2               | 2 Days           | Classroom          | \$275                                    | 3                           | 20                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Project         | Managem          | ent                |                                          |                             |                             |
| Project – Level 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1               | 2 Days           | Classroom          | - \$225                                  | 3                           | 20                          |
| Project - Level 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2               | 2 Days           | Classroom          | \$225                                    | 3                           | 20                          |
| Visio Level 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1 1             | 1 Day            | Classroom          | \$225                                    | 3                           | 20                          |
| Visio – Level 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2               | 1 Day            | Classroom          | \$225                                    | 3                           | 20                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Financia        | & Accou          | nting              |                                          |                             |                             |
| QuickBooks – Level 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1               | 2 Days           | Classroom          | \$225                                    | 3                           | 20                          |
| QuickBooks - Level 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 2               | 2 Days           | Classroom          | \$225                                    | 3                           | 20                          |

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| Course Topic                                                       | Course<br>Level | Course<br>Length | Course<br>Delivery | County<br>Rate Per<br>Student<br>Per Day | Minimum<br># of<br>Students | Meximum<br># of<br>Students |
|--------------------------------------------------------------------|-----------------|------------------|--------------------|------------------------------------------|-----------------------------|-----------------------------|
| Section 1                                                          | Busine          | ess Class        | es                 |                                          |                             |                             |
| Business Writing & Grammar Skills - Level 1                        | 4.11            | 1 Day            | Classroom          | \$225                                    | 3                           | 20                          |
| Business Writing for Professionals - Level 2                       | 2               | 1 Day            | Classroom          | \$225                                    | 3                           | 20                          |
| Change Management                                                  | N/A             | 1 Day            | Classroom          | \$225                                    | 3                           | 20                          |
| Effective Presentations                                            | N/A             | 1 Day            | Classroom          | \$225                                    | 3                           | 20                          |
| MindJet Mind Manager                                               | N/A             | 1 Day            | Classroom          | \$225                                    | 3                           | 20                          |
| Organizational Skills                                              | N/A             | 1 Day            | Classroom          | \$225                                    | 3                           | 20                          |
| Project Management Fundamentals                                    | N/A             | 1 Day            | Classroom          | \$225                                    | 3                           | 20                          |
| Time Management                                                    | N/A             | 1 Day            | Classroom          | \$225                                    | 3                           | 20                          |
| Vision Internet or Other Equivalent Website<br>Development Tool    | N/A             | 1 Day            | Classroom          | \$275                                    | 3                           | 20                          |
| On-line GoToMeeting or Webex versions of any of the above training | N/A             | 1 Day            | Classroom          | Cost Varies                              | 3                           | 20                          |
| Customized classroom and online Microsoft<br>Suite training        | N/A             | 1 Day            | Classroom          | Cost Varies                              | 3                           | 20                          |
| GoToMeeting                                                        | N/A             | 1 Day            | Classroom          | Cost Varies                              | 3                           | 20                          |

# ADDITIONAL INSTRUCTOR-LED CLASSROOM TRAINING FROM WHICH THE COUNTY WOULD BENEFIT

| Course Topic                                 | Course<br>Level | Course<br>Length | Course<br>Delivery | County<br>Rate Per<br>Student<br>Per Day | Minimu<br>m # of<br>Student<br>s | Maximu<br>m # of<br>Students |
|----------------------------------------------|-----------------|------------------|--------------------|------------------------------------------|----------------------------------|------------------------------|
| CyberSafe for IT Professionals               | N/A             | 1 Day            | Classroom          | \$195                                    | 3                                | 20                           |
| CyberSafe for Non-Techies                    | N/A             | Half-Day         | Classroom          | \$99                                     | 3                                | 20                           |
| iPad/iPod - Hidden Tricks & Tips             | N/A             | 3 Hours          | Classroom          | \$49                                     | 3                                | 20                           |
| Sexual Harassment, Discrimination & Bullying | N/A             | 2 Hours          | Classroom          | \$49                                     | 3                                | 20                           |
| Employment Law Basics for Supervisors        | N/A             | 1 Day            | Classroom          | \$195                                    | 3                                | 20                           |
| Employment Law Updates 2016                  | N/A             | Half-Day         | Classroom          | \$99                                     | 3                                | 20                           |
| Business Contracts Law I                     | N/A             | Half-Day         | Classroom          | \$99                                     | 3                                | 20                           |
| Business Contracts Law II                    | N/A             | Half-Day         | Classroom          | \$99                                     | 3                                | 20                           |
| Business Ethics and Social Responsibilities  | N/A             | Half-Day         | Classroom          | \$99                                     | 3                                | 20                           |
| Bookkeeping Fundamentals                     | N/A             | 2 Days           | Classroom          | \$225                                    | 3                                | 20                           |
| CompTIA A+ Certification Training            | N/A             | 16 Weeks         | Classroom          | \$1,995                                  | 3                                | 20                           |
| CompTIA Network+ Certification Training      | N/A             | 10 Weeks         | Classroom          | \$1,995                                  | 3                                | 20                           |

| Course Topic                                | Course<br>Level | Course<br>Length | Course<br>Delivery | County Rate<br>Per Student<br>Per Day |   | # of |
|---------------------------------------------|-----------------|------------------|--------------------|---------------------------------------|---|------|
| CompTIA Security+ Certification Training    | N/A             | 10 Weeks         | Classroom          | \$1,995                               | 3 | 20   |
| CompTIA Security+ Certification (Boot Camp) | N/A             | 7 Saturdays      | Classroom          | \$1,995                               | 3 | 20   |
| Excel PivotTables                           | N/A             | Half-Day         | Classroom          | \$195                                 | 3 | 20   |
| Excel PowerPivot                            | N/A             | 1 Day            | Classroom          | \$325                                 | 3 | 20   |
| WordPress                                   | N/A             | 1 Day            | Classroom          | \$275                                 | 3 | 20   |
| OneNote                                     | N/A             | 1 Day            | Classroom          | \$195                                 | 3 | 20   |
| Intro to InfoPath with SharePoint Workflows | N/A             | 1 Day            | Classroom          | \$275                                 | 3 | 20   |
| Intro to Mac for PC Users                   | N/A             | 1 Day            | Classroom          | \$195                                 | 3 | 20   |
| What Good Managers Do: The First 100 Days   | N/A             | 1 Day            | Classroom          | \$225                                 | 3 | 20   |
| Creating a Winning Management Style         | N/A             | 1 Day            | Classroom          | \$225                                 | 3 | 20   |
| Advance Communication Skills for Managers   | N/A             | 1 Day            | Classroom          | \$225                                 | 3 | 20   |

#### **TESTING SERVICES**

| Course Topic (3)      | Course<br>Level | Course<br>Length | Course<br>Delivery | Price per Student<br>or per topic (2) | Minimum # of Students | Maximum #<br>of Students |
|-----------------------|-----------------|------------------|--------------------|---------------------------------------|-----------------------|--------------------------|
| Pearson VUE Testing   |                 |                  |                    |                                       |                       | THE PARTY OF             |
| CompTIA A+            | N/A             | N/A              | On-line            | Cost Varies                           | 11                    | 6                        |
| CompTIA Network+      | N/A             | N/A              | On-line            | Cost Varies                           | 1                     | 6                        |
| CompTiA Security+     | N/A             | N/A              | On-line            | Cost Varies                           | 1                     | 6                        |
| Microsoft IT Certs    | N/A             | N/A              | On-line            | Cost Varies                           | 男子 1. 点。              | 6                        |
| ITIL Foundation       | N/A             | N/A              | On-line            | Cost Varies                           | 1                     | 6                        |
| Certiport Testing (3) |                 |                  |                    |                                       |                       |                          |
| Word                  | N/A             | N/A              | On-line            | Cost Varies                           | 1                     | 5                        |
| Excel                 | N/A             | N/A              | On-line            | Cost Varies                           | 100                   | 5                        |
| Outlook               | N/A             | N/A              | On-line            | Cost Varies                           | 1                     | 5                        |
| Access                | N/A             | N/A              | On-line            | Cost Varies                           | 1                     | 5                        |
| PowerPoint            | N/A             | N/A              | On-line            | Cost Varies                           | 1                     | 5                        |
| QuickBooks            | N/A             | N/A              | On-line            | Cost Varies                           | 1                     | 5                        |
| PAN Testing           |                 |                  |                    | 4                                     |                       |                          |
| Pre-Employment Test   | N/A             | N/A              | On-line            | Cost Varies                           | 1                     | 8                        |
| Castle Testing        |                 |                  |                    |                                       |                       |                          |
| Pre-Employment Test   | N/A             | N/A              | On-line            | Cost Varies                           | 1                     | 8                        |

<sup>(1)</sup> Test Companies offer many other tests. Please visit their websites for lists of additional tests.

<sup>(2)</sup> Testing Centers prices are set by the Companies providing them.

<sup>(3)</sup> County employees will not be charged a Proctor Fee of \$35.00 for testing. (More savings for the County!)

#### **VALUE-ADDED SERVICES**

| Service                                                                                                                           | County Rate  |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------|
| Customized training development and course set-up fees                                                                            | \$175 / hour |
| Customized courseware per student                                                                                                 | \$10 / book  |
| One-on-One training                                                                                                               | \$125 / hour |
| Equipment supplies                                                                                                                | Cost Varies  |
| On-line training, Webex, GotoMeeting                                                                                              | Cost Varies  |
| Software student assessment tools, pre and/or post                                                                                | \$35 / test  |
| Additional management reporting                                                                                                   | \$175 / hour |
| Room rental - up to 20 workstations                                                                                               | \$900 / day  |
| Room rental - no workstations                                                                                                     | \$500 / day  |
| DLP projector rental                                                                                                              | \$250 / day  |
| Alliance is also a testing center where County employees may take certification testing in: Pearson VUE, Certiport, Pan, and Pass | Cost Varies  |

For any Value-Added Services, Alliance Career Training Solutions will notify the County Department requesting the service of the total cost and wait for the Department to approve that cost in writing before starting services.

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# **EXHIBIT B: Withdrawal & Retake Policy**

Alliance Career Training Solutions sends the following notice to all students in its class confirmation email:

#### Reschedule / Cancellation Policy

If you need to reschedule or cancel your class, please notify Alliance Career Training Solutions at least 5 business days prior to applications training and 10 business days prior to technical training, and we will gladly accommodate your request. If fewer than the required notice is given, we regret that we cannot give refunds, although we can schedule you into the same class at a later date.

Alliance Career Training Solutions will gladly reschedule the class one time, at no charge.

### Early Withdrawal

Students who withdraw from a class <u>at least 5 business days</u> (for applications classes, or 10 business days for technical classes) prior to the start date of the class are considered "Early Withdrawals." If a student withdraws from a class during the "early withdrawal" period and does not schedule another class, the student will not be charged for the class.

#### Late Withdrawal/No Show

If a student withdraws from a class with <u>fewer than 5 business days'</u> notice (or 10 days for technical classes), or fails to show up for the class, then the enrollment is considered to be a *Late Withdrawal* or a *No Show* and the student will be charged for the class. However, the student can reschedule the same class on another date, so long as it starts within six months in accordance with the Retake Policy (below).

## If You're Running Late

If a student is more than 15 minutes late to class, his or her seat may be given to another student waiting on Standby. If you are going to be more than 10 minutes late, it is a good idea to call us to let us know you are still coming. Students who arrive more than 20 minutes late may not be admitted to a class, as it is an unfair interruption to the instructor and the other students who arrived on time.

#### Retake Policy

Students are allowed to retake a class one time, at no additional charge, so long as the second class starts within 6 months of the start date of the original class and provided there is space available in the second class.

# ÆNDMENT #1 TO COUNTYWIDE SERVICE AGREEMENT BETWEEN FY OF MONTEREY & ADVANCED COMPUTER TECHNOLOGY SOLUTIONS, INC. DBA ALLIANCE CAREER TRAINING SOLUTIONS

THIS AMENDMENT is made to the Countywide Service Agreement for Computer Application Training & Consulting Services by and between ADVANCED COMPUTER TECHNOLOGY SOLUTIONS, INC. DBA ALLIANCE CAREER TRAINING SOLUTIONS, hereinafter referred to as "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County entered into a Countywide Service Agreement with CONTRACTOR, pursuant to a Request for Proposals (RFP) which required, among other things, that the proposed vendor include a statement to propose how they will perform the written Scope of Work (SOW) to meet the expressed needs of the County; and

WHEREAS, the County and CONTRACTOR wish to amend the Countywide Service Agreement to revise the SOW to further align with the needs of the County and to ensure that those needs are met over the course of the Agreement.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the Countywide Service Agreement in the following manner:

- 1. Section 2.0: SCOPE OF SERVICE shall be amended by revising the requirements of the Agreement to further align those requirements with the needs of the County per Amendment #1 attached hereto.
- 2. The revised Section 2.0: SCOPE OF SERVICE, dated 9/8/16 replaces the original Section 2.0: SCOPE OF SERVICE, dated 6/21/16. Changes to the scope of service were made to multiple sections listed within Section 2.0.
- 3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
- 4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on June 21, 2016.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

| MONTEREY COLINTY  Contracts/Purchasing Officer                                 | Signature of Chair, President, or Vice-President                                                                                 |
|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Dated: 929-// Approved as to Fiscal Provisions:                                | Edward King President Printed Name and Title  Dated: 9/20/16                                                                     |
| Deputy Auditor/Controller  Dated: 4-27-6  Approved as to Liability Provisions: | By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)  July (GC + Secretary)  Printed Name and Title) |
| Risk Management  Dated:                                                        | Dated: 9/20/16                                                                                                                   |
| Approved as to Form:  Lay Reenease  Deputy County Counsel                      |                                                                                                                                  |

\*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.

# 2.0 SCOPE OF SERVICE

The SCOPE OF WORK, revised as of 9/8/16, includes but is not limited to the following:

# 2.1 <u>Training/Location:</u>

- 2.1.1 Instructor led trainings shall be provided by CONTRACTOR at their facility (parking must be provided free of cost to employee).
- 2.1.2 A County Department may request a customized on-site training and in that event will provide an optional on-site location available for use by CONTRACTOR if deemed necessary in order for trainings to be available.
- 2.1.3 Software used by CONTRACTOR for training purposes on site at County facility shall be purchased by CONTRACTOR in addition to costs associated for internal Information Technology Department (ITD) support for loading of course software on County training PC's.
- 2.1.4 CONTRACTOR shall host live online trainings for employees using GoToMeetings or equivalent software programs that meet ITD safety capability.
- 2.1.5 CONTRACTOR shall provide training manuals, guides, and resources to employees for additional support.
- 2.1.6 CONTRACTOR shall provide customer service via phone or email for inquiries that include but are not limited to: course information, downloading of training guides, employee support for specific software features, plus registration and payment processing inquires.

# 2.2 Marketing:

- 2.2.1 CONTRACTOR shall produce monthly electronic marketing fliers for employee advertisement.
  - 2.2.1.1 CONTRACTOR shall provide designated Contract Manager, within the Contracts/Purchasing Division with electronic marketing flyer for adequate dissemination.
  - 2.2.1.2 CONTRACTOR shall provide the Contracts/Purchasing Division with an electronic marketing flyer at least three (3) weeks prior to the start of new courses
- 2.2.2 CONTRACTOR shall develop a computer training calendar bi-annually to provide varied training options for employees.
- 2.2.3 CONTRACTOR shall produce a course catalog for employees; CONTRACTOR will update the course catalog annually (or as needed) to maintain accurate course availability and information.

# 2.3 Registration:

- 2.3.1 CONTRACTOR shall manage the registration of County employees for all available courses.
  - 2.3.1.1 CONTRACTOR shall provide the County with a copy of employee registration list and/or class roster upon request.
  - 2.3.1.2 Course registration list and class roster shall include, but is not limited to the following:
    - 2.3.1.2.1 Name of the employee
    - 2.3.1.2.2 Name of County department
    - 2.3.1.2.3 Name of the employee's immediate Supervisor
- 2.3.2 CONTRACTOR shall provide employee requested assistance for self-enrollment process.
- 2.3.3 County shall provide a link to CONTRACTOR's website via the Learning & Organizational Development website.

# 2.4 Needs Assessment/Strategic Planning:

- 2.4.1 CONTRACTOR shall provide course evaluations to employees after each course.
  - 2.4.1.1 CONTRACTOR shall provide the County with copies of course evaluations upon request.
  - 2.4.1.2 Course evaluations shall be made available to County upon request for up to one (1) year after course was completed.
- 2.4.2 CONTRACTOR shall maintain data collection of performance measures on courses offered.
- 2.5 CONTRACTOR shall be able to provide training in the following disciplines including, but not limited to the following categories, subjects, or titles:

# End User Training-Microsoft Suites

- 2.5.1 Office Pro 2007
- 2.5.2 Office Pro 2010
- 2.5.3 Office Pro 2013
- 2.5.4 Webex Microsoft Suite Training
- 2.5.5 Customized classroom and online Microsoft Suite Training

# End User Training-Other Training Subjects

- 2.5.6 Adobe Acrobat
- 2.5.7 Business Skills (examples: Business Writing & Grammar, Effective Presentations, Organizational Skills, Project Management Fundamentals, Time Management, etc.)

- 2.5.8 Crystal Reports
- 2.5.9 Adobe Flash
- 2.5.10 Adobe Illustrator
- 2.5.11 Adobe Dreamweaver
- 2.5.12 Microsoft Expression Web
- 2.5.13 Introduction to Personal Computing
- 2.5.14 Adobe Photoshop
- 2.5.15 Microsoft Project
- 2.5.16 Microsoft Publisher
- 2.5.17 QuickBooks
- 2.5.18 Visio Professional
- 2.5.19 Visual Basic
- 2.5.20 Microsoft Windows (Excel, PowerPoint, Word, Outlook)
- 2.5.21 SharePoint 2010
- 2.5.22 SharePoint 2013
- 2.5.23 Mindjet MindManager
- 2.5.24 Vision Internet or other equivalent website development tools
- 2.5.25 On-line or Webex versions of any of the above trainings

# AMENDMENT No.2 TO COUNTYWIDE SERVICE AGREEMENT BETWEEN COUNTY OF MONTEREY & ADVANCED COMPUTER TECHNOLOGY SOLUTIONS, INC. DBA ALLIANCE CAREER TRAINING SOLUTIONS

THIS AMENDMENT No.2 is made to the Countywide Service Agreement for Computer Application Training & Consulting Services by and between ADVANCED COMPUTER TECHNOLOGY SOLUTIONS, INC. DBA ALLIANCE CAREER TRAINING SOLUTIONS, hereinafter referred to as "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County entered into a Countywide Service Agreement with CONTRACTOR, on June 21, 2016 pursuant to a Request for Proposals (RFP) #10533 which required, among other things, that the proposed vendor include a statement to propose how they will perform the written Scope of Work (SOW) to meet the expressed needs of the County; and

WHEREAS, the Countywide Service Agreement had an initial three-year term ending on May 31, 2019; and

WHEREAS, as part of the original approval, the Board of Supervisors authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to extend the term of the Countywide Service Agreement by means of up to two (2) extensions of one (1) year periods; and

WHEREAS, the County and CONTRACTOR amended the Countywide Service Agreement via Amendment No.1 dated September 29, 2016, to revise the SOW to further align with the needs of the County and to ensure that those needs are met over the course of the Countywide Service Agreement; and

WHEREAS, the County and CONTRACTOR wish to amend the Countywide Service Agreement for a one (1) year extension to the Countywide Service Agreement ending May 31, 2020; and

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the Countywide Service Agreement in the following manner:

- 1. Section 3.1, TERM OF AGREEMENT shall be amended by removing "The initial term shall commence with the signing of the AGREEMENT through and including May 31, 2019, with the option to extend the Agreement for two (2) additional one (1) year periods. County is not required to state a reason if it elects not to renew this AGREEMENT." and replacing it with "The term shall commence with the signing of the AGREEMENT through and including May 31, 2020, with the option to extend the Agreement for one (1) additional one (1) year period. County is not required to state a reason if it elects not to renew this AGREEMENT."
- 2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No.2 and shall continue in full force and effect as set forth in the AGREEMENT.
- 3. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on June 21, 2016.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

| MONTEREY COUNTY                      | CONTRACTOR                                                                                                                                |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Contracts/Purchasing Officer         | Advanced Computer Technology, Inc. dba Alliance Career Training Solutions  By: Www Kug  Signature of Chair, President, or  Vice-President |
| Dated: 5-6-69                        | EDWARD King CEO President<br>Printed Name and Title                                                                                       |
| Approved as to Fiscal Provisions     | Dated: 4 26 2019                                                                                                                          |
| Deputy Auditor/Controller            | 11.0                                                                                                                                      |
| Dated: \$219                         | By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*                                                         |
| Approved as to Liability Provisions: | Alex Sanchez GM<br>Printed Name and Title                                                                                                 |
| Risk Management                      | Dated: 4/29/19                                                                                                                            |
| Dated:                               |                                                                                                                                           |
| Approved as to Form:                 |                                                                                                                                           |

County Board of Supervisors' Agreement Number: A-13167

\*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 TO COUNTYWIDE SERVICE AGREEMENT BETWEEN COUNTY OF MONTEREY & ADVANCED COMPUTER TECHNOLOGY SOLUTIONS, INC. DBA ALLIANCE CAREER TRAINING SOLUTIONS

**THIS AMENDMENT No. 3** is made to the Countywide Service Agreement for Computer Application Training & Consulting Services by and between **ADVANCED COMPUTER TECHNOLOGY SOLUTIONS, INC. DBA ALLIANCE CAREER TRAINING SOLUTIONS,** hereinafter referred to as "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County entered into a Countywide Service Agreement with CONTRACTOR, on June 21, 20 I 6 pursuant to a Request for Proposals (RFP) # I 0533 which require d, among other things, that the proposed vendor include a statement to propose how they will perform the written Scope of Work (SOW) to meet the expressed needs of the County; and

WHEREAS, the Countywide Service Agreement had an initial three-year term ending on May 3 I, 20 I 9; and

**WHEREAS**, as part of the original approval, the Board of Supervisors authorized the Contracts/Purchasing Officer or Contracts /Purchasing Supervisor to extend the term of the Countywide Service Agreement by means of up to two (2) extensions of one (I) year periods; and

WHEREAS, the County and CONTRACTOR amended the Countywide Service Agreement via Amendment No. I dated September 29, 2016, to revise the SOW to further align with the needs of the County and to ensure that those needs are met over the course of the Countywide Service Agreement; and

**WHEREAS**, the County and CONTRACTOR amended the Countywide Service Agreement via Amendment No. 2 dated May 6, 2019, to extend the term of the Countywide Service Agreement by one (1) year extension period; and

**WHEREAS**, the County and CONTRACTOR wish to amend the Countywide Service Agreement for a final one (I) year extension to the Countywide Service Agreement ending May 31, 2021; and

**NOW THEREFORE,** the County and CONTRACTOR hereby agree to amend the Countywide Service Agreement in the following manner:

- I. Section 3.1, TERM OF AGREEMENT shall be amended by removing "The initial term shall commence with the signing of the AGREEMENT through and including May 31, 2019, with the option to extend the Agreement for two (2) additional one (1) year periods. County is not required to state a reason if it elects not to renew this AGREEMENT." and replacing it with "The term shall commence with the signing of the AGREEMENT through and including May 31, 2021.
- 2. Except as provided here in, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No.2 and shall continue in full force and effect as set forth in the AGREEMENT.
- 3. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on June 21, 2016.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

| MONTEREY COUNTY                                      | CONTRACTOR                                                                    |     |
|------------------------------------------------------|-------------------------------------------------------------------------------|-----|
| Debra Wilson, Contracts/Purchasing Supervisor        | Edward king                                                                   |     |
| Contracts/Purchasing Officer                         | Signature of Chair, President, or                                             |     |
| 5/22/2020   9:12 AM PDT<br>Dated:                    | Vice-President Edward King                                                    |     |
| Applished gs to Fiscal Provisions:  Buren Monsa      | Printed Name and Title 5/20/2020   5:48 PM PDT Dated:                         | CEO |
| Deputy Auditor/Controller                            | Docusigned by: BELLWARD king                                                  |     |
| Dated:<br>5/21/2020   12:15 PM PDT                   | (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)* |     |
| Approved as to Liability Provisions:                 | Edward King                                                                   |     |
|                                                      | Printed Name and Title 5/20/2020   5:49 PM PDT                                | CF0 |
| Risk Management                                      | Dated:                                                                        |     |
| Dated:                                               |                                                                               |     |
| Aggusgyedyas to Form:                                |                                                                               |     |
| Marina Pantchenko                                    |                                                                               |     |
| Deputy County Counsel 5/21/2020   8:42 AM PDT Dated: |                                                                               |     |
|                                                      |                                                                               |     |

County Board of Supervisors' Agreement Number: \_\_\_\_\_\_

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



# **Monterey County**

# Item No.29

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

**September 14, 2021** 

# **Board Report**

Legistar File Number: 21-753

Introduced: 8/27/2021 Current Status: General Government -

Consent

Version: 1 Matter Type: General Agenda Item

Adopt the Secured Roll Tax Rates calculated by the Office of the Auditor-Controller for Fiscal Year 2021-22.

#### **RECOMMENDATION:**

It is recommended that the Board of Supervisors:

Adopt the Secured Roll Tax Rates calculated by the Office of the Auditor-Controller for Fiscal Year 2021-22.

#### SUMMARY/DISCUSSION:

Government Code Section 29100 requires secured roll tax rates to be approved by the Board of Supervisors each year. Since the passage of Proposition 13, the only rates that are subject to this procedure are those needed to provide taxes for the payment of principal and interest on certain long-term agency indebtedness. The Office of the Auditor-Controller is requesting that the Board of Supervisors adopt the attached list of rates as those to be used for the 2021-22 secured roll.

#### OTHER AGENCY INVOLVEMENT:

None.

#### FINANCING:

Approval of these rates will ensure that sufficient funds are available to make payments on the debt service bonds for the districts included on the attached listing. There is no financial impact on the General Fund contribution with this recommend action.

#### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Fiscal Year (2021-22) Secured Roll Tax Rates pursuant to Article XIII A, Section 1 (b) of the California Constitution is consistent with the Board of Supervisors' Strategic Initiatives for Administration. The debt service tax rates will levy the revenue necessary to pay voter-approved bonded indebtedness to meet annual payments.

Mark a check to the related Board of Supervisors Strategic Initiatives

\_\_Economic Development

X Administration

Health & Human Services

| InfrastructurePublic Safety                                                                                                     |   |
|---------------------------------------------------------------------------------------------------------------------------------|---|
| Prepared by: Joey Nolasco, Auditor-Controller Analyst II, 784-5716<br>Approved by: Rupa Shah, CPA, Auditor-Controller, 755-5040 | 5 |
| Attachments: Board Report                                                                                                       |   |
| FV2021-22 Secured Roll Debt Service Tax Rates                                                                                   |   |



# **Monterey County**

# Item No.

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

September 14, 2021

# **Board Report**

Legistar File Number: 21-753

Introduced: 8/27/2021 Current Status: Agenda Ready

Version: 1 Matter Type: General Agenda Item

Adopt the Secured Roll Tax Rates calculated by the Office of the Auditor-Controller for Fiscal Year 2021-22.

#### RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt the Secured Roll Tax Rates calculated by the Office of the Auditor-Controller for Fiscal Year 2021-22.

#### SUMMARY/DISCUSSION:

Government Code Section 29100 requires secured roll tax rates to be approved by the Board of Supervisors each year. Since the passage of Proposition 13, the only rates that are subject to this procedure are those needed to provide taxes for the payment of principal and interest on certain long-term agency indebtedness. The Office of the Auditor-Controller is requesting that the Board of Supervisors adopt the attached list of rates as those to be used for the 2021-22 secured roll.

## OTHER AGENCY INVOLVEMENT:

None.

#### FINANCING:

Approval of these rates will ensure that sufficient funds are available to make payments on the debt service bonds for the districts included on the attached listing. There is no financial impact on the General Fund contribution with this recommend action.

#### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Fiscal Year (2021-22) Secured Roll Tax Rates pursuant to Article XIII A, Section 1 (b) of the California Constitution is consistent with the Board of Supervisors' Strategic Initiatives for Administration. The debt service tax rates will levy the revenue necessary to pay voter-approved bonded indebtedness to meet annual payments.

Mark a check to the related Board of Supervisors Strategic Initiatives

| Economic Development    |   |
|-------------------------|---|
| X Administration        |   |
| Health & Human Services | S |

Infrastructure

Legistar File Number: 21-753

\_\_Public Safety

Prepared by: Joey Nolasco, Auditor-Controller Analyst II, 784-5716

Approved by: Rupa Shah, CPA, Auditor-Controller, 755-5040

Attachments:

**Board Report** 

FY2021-22 Secured Roll Debt Service Tax Rates

— DocuSigned by:

Joemaiyra Nolasco
— F60C442ED05B437...

DocuSigned by:

# 2021-22 Secured Roll Debt Service Tax Rates

| 2021-22 Secured Roll Debt Service Tax Rates                                                                                        | Rate    |
|------------------------------------------------------------------------------------------------------------------------------------|---------|
| Alisal Union School District Bond 1990 C & 1999 A D & 2006 B & 2016 A & 2017 Refunding                                             | .176768 |
| Bradley Union School District Bond 2011 Election 2012 Series A                                                                     | .035109 |
| Carmel Unified School District Bond Series 2010 & 2016 Refunding                                                                   | .015137 |
| Chualar Union School Facilities Improvement District Bond Series 2001 & 2017 Ref A B                                               | .035833 |
| Gonzales Unified School Facilities Improvement District No. 1 2012 Refunding 2020 Election Series A Measure J & Measure K          | .209576 |
| Graves Elementary School District Bond 2004 Election Series A                                                                      | .020005 |
| Greenfield Union School District Bond 1999 Series A & 2010 Series 2013 & 2010 Series C & 2014 Series A A-1 B B-1 & 2015 2016 Ref   | .121794 |
| Hartnell Community College District Bond 2014 Ref A & 2015 Ref A B & 2016 Ref A B                                                  | .021686 |
| King City Union School District Bond 1998 Series A & 2003 Refunding & 2007C                                                        | .062080 |
| Mission Union Elementary School District Bond 2004 Election Series A                                                               | .010891 |
| Monterey Peninsula Community College Bond 2016 Refunding & 2020 Series A                                                           | .032006 |
| Monterey Peninsula Unified School District Bond 2010 Ser A B C D & 2016 Ref & 2018 Series A B                                      | .060422 |
| North Monterey County Unified School District Bond 2012 Ref & 2014 A & 2013 B & 2016 Refunding                                     | .050613 |
| Pacific Grove Unified School District 2006 Series E & 2011 & 2015 A B, 2016 Ref, 2014 B C Ed-Tech & 2017 Refunding & 2020 Series A | .076909 |
| Salinas City Elementary School District Bond 2008 Election Series B C D & GO Ser A                                                 | .032410 |
| Salinas Union High School District 2014 Series A B & 2017 Refunding                                                                | .044750 |
| San Antonio Union School District Bond 2017 Series A                                                                               | .029362 |
| San Ardo Union School District Bond 2016 Series A                                                                                  | .131641 |
| Santa Rita Union School District 2006 B & 2017 & 2019 Refunding                                                                    | .063695 |
| Soledad Unified School District Bond 1998 Series B & 2012 Ser A B C D & 2018 Series A & 2020 Series A                              | .180586 |
| South Monterey County Joint Union High School District Bond 2018 Series A<br>A-1 B B-1                                             | .023295 |
| Spreckels Union School District Bond 2012 Refunding & 2012 Election Series A                                                       | .037367 |
| Washington Union School District Bond 2015 & 2017 Refunding                                                                        | .026029 |



# **Monterey County**

# Item No.30

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

September 14, 2021

# **Board Report**

Legistar File Number: RES 21-163

Introduced: 8/31/2021 Current Status: General Government -

Consent

Version: 1 Matter Type: BoS Resolution

## Adopt a Resolution to:

a. Amend the Office of the District Attorney - Criminal Budget Unit 2240-8063-Fund 001-Appropriation Unit DIS001 to reallocate one (1) Managing Deputy District Attorney to one (1) Assistant District Attorney as indicated in Attachment A;

b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to abolish the classification of Managing Deputy District Attorney as indicated in Attachment A; c. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2020-21 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

#### RECOMMENDATION

It is recommended that the Board of Supervisors adopts a Resolution to:

- a. Amend the Office of the District Attorney Criminal Budget Unit 2240-8063-Fund 001
   -Appropriation Unit DIS001 to reallocate one (1) Managing Deputy District Attorney to one (1)
   Assistant District Attorney as indicated in Attachment A;
- b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to abolish the classification of Managing Deputy District Attorney as indicated in Attachment A;
- c. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2020-21 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

# **SUMMARY/DISCUSSION**:

The Human Resources Department conducted a classification study of the Managing Deputy District Attorney position in the Office of the District Attorney. The objective of the study was to determine if the position is appropriately classified, and if not, to recommend a classification and salary that accurately reflects the duties that were assigned to the incumbent.

The classification study was conducted and based on the analysis of the external and internal review of comparable positions including the Assistant District Attorney classification respective to the organizational structure, department size, level of complexity, volume of work and impacts of services, it was found that the incumbent was performing the job duties outlined in the Assistant District Attorney classification and that the Managing Deputy District Attorney classification no longer meets the needs of the organization.

Due to the timing of the completion of this study, the department was not able to reallocate and reclassify the incumbent as the County was in the middle of the budget process. The department had the opportunity to appoint this incumbent to an Assistant District Attorney as a position became available due to a retirement. The two pending items in respect to this study are to reallocate the Managing Deputy District Attorney position that is now vacant to Assistant District Attorney and to abolish the classification of Managing Deputy District Attorney.

# **OTHER AGENCY INVOLVEMENT:**

**Economic Development** 

The Office of the District Attorney has reviewed and concurs with the recommendation.

#### FINANCING:

The increased cost of salary and benefits is estimated at \$20,269 annually and will be absorbed within the FY 2021-22 Office of the District Attorney - Criminal Budget Unit 2240-8063-Fund 001-Appropriation Unit DIS001.

#### **BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:**

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

| X Adminis    | tration                                                                                                                 |
|--------------|-------------------------------------------------------------------------------------------------------------------------|
| Health &     | Human Services                                                                                                          |
| Infrastru    | cture                                                                                                                   |
| Public Sa    | nfety                                                                                                                   |
| Prepared By: | Jovany Luna Correa, Associate Personnel Analyst, 755- 5395<br>Irma Ramirez-Bough, Director of Human Resources, 755-5043 |
| approved by: | Tima Raminez Bough, Director of Haman Resources, 735-30 is                                                              |
| Attachments: |                                                                                                                         |
| Attachment A |                                                                                                                         |
| Resolution   |                                                                                                                         |



Item No.

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

September 14, 2021

Current Status: Agenda Ready

Matter Type: BoS Resolution

# **Board Report**

Legistar File Number: RES 21-163

Adopt a Resolution to:

Introduced: 8/31/2021

Version: 1

- a. Amend the Office of the District Attorney Criminal Budget Unit 2240-8063-Fund 001-Appropriation Unit DIS001 to reallocate one (1) Managing Deputy District Attorney to one (1) Assistant District Attorney as indicated in Attachment A;
- b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to abolish the classification of Managing Deputy District Attorney as indicated in Attachment A;
- c. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2020-21 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

#### RECOMMENDATION

It is recommended that the Board of Supervisors adopts a Resolution to:

- a. Amend the Office of the District Attorney Criminal Budget Unit 2240-8063-Fund 001
   -Appropriation Unit DIS001 to reallocate one (1) Managing Deputy District Attorney to one (1)
   Assistant District Attorney as indicated in Attachment A;
- b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to abolish the classification of Managing Deputy District Attorney as indicated in Attachment A;
- c. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2020-21 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

#### SUMMARY/DISCUSSION:

The Human Resources Department conducted a classification study of the Managing Deputy District Attorney position in the Office of the District Attorney. The objective of the study was to determine if the position is appropriately classified, and if not, to recommend a classification and salary that accurately reflects the duties that were assigned to the incumbent.

The classification study was conducted and based on the analysis of the external and internal review of comparable positions including the Assistant District Attorney classification respective to the organizational structure, department size, level of complexity, volume of work and impacts of services, it was found that the incumbent was performing the job duties outlined in the Assistant District Attorney classification and that the Managing Deputy District Attorney classification no longer meets the needs of the organization.

Due to the timing of the completion of this study, the department was not able to reallocate and reclassify the incumbent as the County was in the middle of the budget process. The department had the opportunity to appoint this incumbent to an Assistant District Attorney as a position became available due Legistar File Number: RES 21-163

to a retirement. The two pending items in respect to this study are to reallocate the Managing Deputy District Attorney position that is now vacant to Assistant District Attorney and to abolish the classification of Managing Deputy District Attorney.

### OTHER AGENCY INVOLVEMENT:

The Office of the District Attorney has reviewed and concurs with the recommendation.

### **FINANCING**:

The increased cost of salary and benefits is estimated at \$20,269 annually and will be absorbed within the FY 2021-22 Office of the District Attorney - Criminal Budget Unit 2240-8063-Fund 001-Appropriation Unit DIS001.

### BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:

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

|          | Economic            | e Development                                                                                                           |                                                                                                     |
|----------|---------------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
|          | Economic            | Development                                                                                                             |                                                                                                     |
| <u>X</u> | Administr           | ration                                                                                                                  |                                                                                                     |
|          | Health &            | Human Services                                                                                                          |                                                                                                     |
|          | Infrastruc          | ture                                                                                                                    |                                                                                                     |
|          | Public Sa           | fety                                                                                                                    |                                                                                                     |
|          | red By:<br>oved By: | Jovany Luna Correa, Associate Personnel Analyst, 755- 5395<br>Irma Ramirez-Bough, Director of Human Resources, 755-5043 | Docusigned by:  JONANY LUNA COMPA 0EZEBA45442A402  Docusigned by:  IMA KAMINY-BOUGH A7F557420537420 |
| Attac    | hments:             |                                                                                                                         |                                                                                                     |
| Attac    | hment A             |                                                                                                                         |                                                                                                     |
| Resol    | ution               |                                                                                                                         |                                                                                                     |

# ATTACHMENT A

# **Reallocate Position**

Office of the District Attorney – Criminal Budget Unit 2240-8063-Fund 001-Appropriation Unit DIS001

|      | Class |                                      | Position | Position          | Revised Total |
|------|-------|--------------------------------------|----------|-------------------|---------------|
|      | Code  | Position Title                       | Number   | Increase/Decrease | FTE           |
| From | 39D32 | Managing Deputy District<br>Attorney | 0001     | (1.0)             | 0.0           |
| То   | 12A04 | Assistant District Attorney          | 0003     | 1.0               | 3.0           |

| Abol | lish | Classif | ication |
|------|------|---------|---------|
|      |      |         |         |

Title Class Code

Managing Deputy District Attorney 39D32

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

| Re | esolution No.:                                               | HRM Control No. <u>21-015</u>     | ) |
|----|--------------------------------------------------------------|-----------------------------------|---|
|    |                                                              | PPPR Control No. 21-017           | ) |
|    |                                                              |                                   | ) |
| Ac | dopts a Resolution to:                                       |                                   | ) |
| a. | Amend the Office of the District Attorney – Criminal Bu      | dget Unit 2240-8063-Fund          | ) |
|    | 001-Appropriation Unit DIS001 to reallocate one (1) Ma       | naging Deputy District            | ) |
|    | Attorney to one (1) Assistant District Attorney as indicated | ted in Attachment A;              | ) |
| b. | Amend Personnel Policies and Practices Resolution (PPI       | PR) No. 98-394 Appendix A         | ) |
|    | and B to abolish the classification of Managing Deputy I     | District Attorney as indicated in | ) |
|    | Attachment A;                                                | •                                 | ) |
| c. | Direct the County Administrative Office and the Auditor      | -Controller to incorporate the    | ) |
|    | approved position changes in the FY 2020-21 Adopted F        | 1                                 | ) |
|    | Resources Department to implement the changes in the         | •                                 | j |

WHEREAS, the Human Resources Department conducted a classification study of the Managing Deputy District Attorney position in the Office of the District Attorney; and

WHEREAS, the study found that the incumbent's current duties being performed no longer align with the duties of the Managing Deputy District Attorney classification and that the classification no longer meets the need of the organization; and

WHEREAS, the study found that the most appropriate classification within the County classification system is Assistant District Attorney and recommended that the Managing Deputy District Attorney position be reallocated to Assistant District Attorney and that the Managing Deputy District Attorney classification be abolished; NOW, THEREFORE,

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

1. The Office of the District Attorney – Criminal Budget Unit 2240-8063-Fund 001-Appropriation Unit DIS001 is amended to reallocate one (1) Managing Deputy District Attorney to one (1) Assistant District Attorney as indicated below:

### **Reallocate Position**

Office of the District Attorney – Criminal
Budget Unit 2240-8063-Fund 001-Appropriation Unit DIS001

|      | Class |                                   | Position | Position          | Revised   |
|------|-------|-----------------------------------|----------|-------------------|-----------|
|      | Code  | Position Title                    | Number   | Increase/Decrease | Total FTE |
| From | 39D32 | Managing Deputy District Attorney | 0001     | (1.0)             | 0.0       |
| То   | 12A04 | Assistant District Attorney       | 0003     | 1.0               | 3.0       |

2. The Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B is amended to abolish the classification of Managing Deputy District Attorney as indicated below:

| <b>Abolish Classification</b>     |            |
|-----------------------------------|------------|
| Title                             | Class Code |
| Managing Deputy District Attorney | 39D32      |

| approved position changes in the Department to implement the ch                                                  | *                                                    | •                                             |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------------|
| PASSED AND ADOPTED on this to-wit:                                                                               | day of                                               | , 2021, by the following vote,                |
| AYES:<br>NOES:<br>ABSENT:                                                                                        |                                                      |                                               |
| I, Valerie Ralph, Clerk of the Board hereby certify that the foregoing is a duly made and entered in the minute. | a true copy of an original o                         |                                               |
| Dated:                                                                                                           | Valerie Ralph, Clerk of t<br>County of Monterey, Sta | the Board of Supervisors<br>ate of California |
|                                                                                                                  | Ву                                                   | , Deputy                                      |

3. The County Administrative Office and the Auditor-Controller are directed to incorporate the



# Item No.31

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

September 14, 2021

### **Board Report**

Legistar File Number: RES 21-164

Introduced: 9/1/2021 Current Status: General Government -

Consent

Version: 1 Matter Type: BoS Resolution

#### Adopt a Resolution to:

a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to adjust the base wage salary ranges of SEIU Unit K classifications Behavioral Health Group Counselor I and II, California Children's Services Case Worker I, II and III, Clinical Psychologist, Employment & Training Worker I, II, III, Military & Veterans Representative I, II and III, Psychiatric Social Worker I, II and Senior Psychiatric Social Worker, Social Worker I, II, III, IV and V as indicated in Attachment A effective September 11, 2021;

b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to adjust the base wage salary ranges of SEIU Unit F classifications Behavioral Health Unit Supervisor, Employment and Training Supervisor and Social Work Supervisor I and II as indicated in Attachment A effective September 11, 2021;

c. Direct the Human Resources Department to implement the changes in the Advantage HRM system.

### **RECOMMENDATION:**

It is recommended that the Board of Supervisors adopts a Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to adjust the base wage salary ranges of SEIU Unit K classifications Behavioral Health Group Counselor I and II, California Children's Services Case Worker I, II and III, Clinical Psychologist, Employment & Training Worker I, II, III, Military & Veterans Representative I, II and III, Psychiatric Social Worker I, II and Senior Psychiatric Social Worker, Social Worker I, II, III, IV and V as indicated in Attachment A effective September 11, 2021;
- b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to adjust the base wage salary ranges of SEIU Unit F classifications Behavioral Health Unit Supervisor, Employment and Training Supervisor and Social Work Supervisor I and II as indicated in Attachment A effective September 11, 2021;
- Direct the Human Resources Department to implement the changes in the Advantage HRM system.

### **SUMMARY/DISCUSSION**:

The Service Employee International Union (SEIU) Local 521 Memorandum of Understanding (MOU) Appendix D-1 Special Pay Practices Section D1.1 Total Compensation Study indicates a Unit K Total Compensation Study (TCS) was to be completed during the term of the 2019 to 2021 MOU in preparation for negotiations of a successor agreement. As such, the County Human Resources

Department (HRD) and SEIU collaborated and conducted the Total Compensation Study. The study has been completed and both HRD and SEIU representatives have agreed on the data and findings. The study found the following benchmark classifications are below the market average by more than 5% of the County's comparable agencies:

| Benchmark Classification                      | % Below Market |
|-----------------------------------------------|----------------|
| Behavioral Health Group Counselor II          | -5.36%         |
| California Children's Services Case Worker II | -6.95%         |
| Clinical Psychologist                         | -10.81%        |
| Employment & Training Worker II               | -8.63%         |
| Military and Veterans Representative II       | -10.76%        |
| Psychiatric Social Worker II                  | -8.67%         |
| Social Worker II                              | -8.42%         |

During this time, SEIU and members have brought forward numerous concerns during negotiations and public comment at Board of Supervisors meetings regarding Unit K classifications as it relates to recruitment and retention. The HRD recommends implementing the Unit K study findings by adjusting the base wage salary ranges of those classification series that were determined to be more than five percent (5%) below the market average of the County's comparable agencies. The recommendations include adjusting the base wage salary of four (4) supervisory classifications in Unit F, also represented by SEIU, that are included within the aforementioned classification series. This will maintain the spread between the classifications in the series and mitigate any potential compaction issues.

#### OTHER AGENCY INVOLVEMENT:

The impacted departments have reviewed and concur with the recommendations. SEIU is in concurrence with the recommendations.

### FINANCING:

The total annualized salary and benefits increase for the Health Department is approximately \$2,994,116 and will be absorbed within existing appropriations in the respective budgets. The General Fund share of the increase is \$89,664, and of this amount \$11,848 is in Appropriations Unit 4000-001-HEA004 and \$77,817 in appropriations Unit 4000-001-HEA007. The remainder, \$2,904,452 is in the Behavioral Health Fund, Appropriations Unit 4000-023-HEA012.

The total annualized salary and benefits increase for Natividad Budget Unit 9600-8142 - Fund 451 - Appropriation Unit NMC001 is approximately \$37,997 and will be absorbed within the departments existing appropriations.

The total annualized salary and benefits increase for Public Defender Budget Unit 8169 - Fund 001 - Appropriation Unit PUB001 is approximately \$9,845 and will be absorbed within the departments existing appropriations.

The total annualized salary and benefits increase for Social Services - Military and Veterans Services Budget Unit 8260 - Fund 001 - Appropriation Unit SOC003 is approximately \$57,654 of which

approximately \$37,475 is from revenue sources and \$20,179 is General Fund. The increase will be absorbed within the departments existing appropriations.

The total annualized salary and benefits increase for Social Services Budget Unit 8262 - Fund 001 - Appropriation Unit SOC005 is approximately \$1,663,795 of which approximately \$1,008,514 is from revenue sources and \$655,281 is General Fund. The increase will be absorbed within the departments existing appropriations.

### **BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:**

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

| Economi      | c Development                                    |
|--------------|--------------------------------------------------|
| X Adminis    | tration                                          |
| Health &     | Human Services                                   |
| Infrastru    | cture                                            |
| Public S     | afety                                            |
| Prepared by: | Kim Moore, Assistant Director of Human Resources |
| Approved by: | Irma Ramirez-Bough, Director of Human Resources  |
| Attachment:  |                                                  |
| Attachment A |                                                  |
| Resolution   |                                                  |



Introduced: 9/1/2021

# **Monterey County**

Item No.

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

September 14, 2021

Current Status: Agenda Ready

# **Board Report**

Legistar File Number: RES 21-164

Version: 1 Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to adjust the base wage salary ranges of SEIU Unit K classifications Behavioral Health Group Counselor I and II,

California Children's Services Case Worker I, II and III, Clinical Psychologist, Employment & Training Worker I, II, III, Military & Veterans Representative I, II and III, Psychiatric Social Worker I, II and Senior Psychiatric Social Worker, Social Worker I, II, III, IV and V as indicated in Attachment A effective September 11, 2021;

b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to adjust the base wage salary ranges of SEIU Unit F classifications Behavioral Health Unit Supervisor, Employment and Training Supervisor and Social Work Supervisor I and II as indicated in Attachment A effective September 11, 2021;

c. Direct the Human Resources Department to implement the changes in the Advantage HRM system.

#### RECOMMENDATION:

It is recommended that the Board of Supervisors adopts a Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to adjust the base wage salary ranges of SEIU Unit K classifications Behavioral Health Group Counselor I and II, California Children's Services Case Worker I, II and III, Clinical Psychologist, Employment & Training Worker I, II, III, Military & Veterans Representative I, II and III, Psychiatric Social Worker I, II and Senior Psychiatric Social Worker, Social Worker I, II, III, IV and V as indicated in Attachment A effective September 11, 2021;
- b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to adjust the base wage salary ranges of SEIU Unit F classifications Behavioral Health Unit Supervisor, Employment and Training Supervisor and Social Work Supervisor I and II as indicated in Attachment A effective September 11, 2021;
- c. Direct the Human Resources Department to implement the changes in the Advantage HRM system.

#### SUMMARY/DISCUSSION:

The Service Employee International Union (SEIU) Local 521 Memorandum of Understanding (MOU) Appendix D-1 Special Pay Practices Section D1.1 Total Compensation Study indicates a Unit K Total Compensation Study (TCS) was to be completed during the term of the 2019 to 2021 MOU in preparation for negotiations of a successor agreement. As such, the County Human Resources Department (HRD) and SEIU collaborated and conducted the Total Compensation Study. The study has been completed and both HRD and SEIU representatives have agreed on the data and findings. The study found the following benchmark classifications are below the market average by more than 5% of the County's comparable agencies:

Legistar File Number: RES 21-164

| Benchmark Classification                      | % Below Market |
|-----------------------------------------------|----------------|
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During this time, SEIU and members have brought forward numerous concerns during negotiations and public comment at Board of Supervisors meetings regarding Unit K classifications as it relates to recruitment and retention. The HRD recommends implementing the Unit K study findings by adjusting the base wage salary ranges of those classification series that were determined to be more than five percent (5%) below the market average of the County's comparable agencies. The recommendations include adjusting the base wage salary of four (4) supervisory classifications in Unit F, also represented by SEIU, that are included within the aforementioned classification series. This will maintain the spread between the classifications in the series and mitigate any potential compaction issues.

### **OTHER AGENCY INVOLVEMENT:**

The impacted departments have reviewed and concur with the recommendations. SEIU is in concurrence with the recommendations.

#### FINANCING:

The total annualized salary and benefits increase for the Health Department is approximately \$2,994,116 and will be absorbed within existing appropriations in the respective budgets. The General Fund share of the increase is \$89,664, and of this amount \$11,848 is in Appropriations Unit 4000-001-HEA004 and \$77,817 in appropriations Unit 4000-001-HEA007. The remainder, \$2,904,452 is in the Behavioral Health Fund, Appropriations Unit 4000-023-HEA012.

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The total annualized salary and benefits increase for Public Defender Budget Unit 8169 - Fund 001 - Appropriation Unit PUB001 is approximately \$9,845 and will be absorbed within the departments existing appropriations.

The total annualized salary and benefits increase for Social Services - Military and Veterans Services Budget Unit 8260 - Fund 001 - Appropriation Unit SOC003 is approximately \$57,654 of which approximately \$37,475 is from revenue sources and \$20,179 is General Fund. The increase will be absorbed within the departments existing appropriations.

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Legistar File Number: RES 21-164

revenue sources and \$655,281 is General Fund. The increase will be absorbed within the departments existing appropriations.

# **BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:**

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

|          | Economic   | Development                                                                                         |                                                                               |
|----------|------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <u>X</u> | Administr  | ration                                                                                              |                                                                               |
|          | Health &   | Human Services                                                                                      |                                                                               |
|          | Infrastruc | ture                                                                                                |                                                                               |
|          | Public Sa  | fety                                                                                                |                                                                               |
| •        | red by:    | Kim Moore, Assistant Director of Human Resources<br>Irma Ramirez-Bough, Director of Human Resources | Docusigned by: Kim Hoose  -9DCA12B0AFD74BD  -Docusigned by:  Ima Kaminy-Bough |

Attachment: Attachment A Resolution Adjust base wage of the following Unit K classifications as indicated below:

| Classification Title: Behavioral Health Group Counselor I |            |            |            |            |            |            |       |    |      |      |    |       |
|-----------------------------------------------------------|------------|------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
| Hourly, Bi-Weekly and Monthly Pay Rates                   |            |            |            |            |            | T.         |       |    |      |      |    |       |
| Step 1                                                    | Step 2     | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class |    |      | W/C* | BU | FLSA  |
|                                                           |            |            |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$20.841                                                  | \$21.987   | \$23.196   | \$24.472   | \$25.818   | \$27.109   | \$28.464   |       |    |      |      |    |       |
| \$1,667.26                                                | \$1,758.95 | \$1,855.69 | \$1,957.75 | \$2,065.42 | \$2,168.69 | \$2,277.12 | 60V01 | 14 | PP   | 8810 | K  | N     |
| \$3,612                                                   | \$3,811    | \$4,021    | \$4,242    | \$4,475    | \$4,699    | \$4,934    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ion Title: <b>F</b> | Behavioral : | Health Gro | oup Counse  | elor II    |            |       |   |      |      |    |       |
|-------------|---------------------|--------------|------------|-------------|------------|------------|-------|---|------|------|----|-------|
|             | Hourly              | , Bi-Weekl   | y and Mont | hly Pay Rat | <u>tes</u> |            |       |   |      |      |    |       |
| Step 1      | Step 2              | Step 3       | Step 4     | Step 5      | Step 6     | Step 7     | Class |   |      | W/C* | BU | FLSA  |
|             |                     |              |            |             |            |            | Code  | * | Cat* |      |    | Code* |
| \$24.328    | \$25.666            | \$27.078     | \$28.567   | \$30.138    | \$31.645   | \$33.227   |       |   |      |      |    |       |
| \$1,946.25  | \$2,053.28          | \$2,166.21   | \$2,285.34 | \$2,411.03  | \$2,531.58 | \$2,658.16 | 60V11 | 5 | P    | 8810 | K  | N     |
| \$4,217     | \$4,449             | \$4,693      | \$4,952    | \$5,224     | \$5,485    | \$5,759    |       |   |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ion Title: ( | California ( | Children's S | Services Ca | ase Workei | ·I         |       |         |      |      |    |       |
|-------------|--------------|--------------|--------------|-------------|------------|------------|-------|---------|------|------|----|-------|
|             | Hourly       | , Bi-Weekl   | y and Mont   | hly Pay Ra  | <u>tes</u> |            |       |         |      |      |    |       |
| Step 1      | Step 2       | Step 3       | Step 4       | Step 5      | Step 6     | Step 7     | Class | WG<br>* |      |      | BU | FLSA  |
|             |              |              |              |             |            |            | Code  | 4       | Cat* |      |    | Code* |
| \$19.537    | \$20.611     | \$21.745     | \$22.941     | \$24.202    | \$25.412   | \$26.683   |       |         |      |      |    |       |
| \$1,562.94  | \$1,648.89   | \$1,739.58   | \$1,835.25   | \$1,936.18  | \$2,032.99 | \$2,134.64 | 25G01 | 14      | PP   | 8810 | K  | N     |
| \$3,386     | \$3,573      | \$3,769      | \$3,976      | \$4,195     | \$4,405    | \$4,625    |       |         |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ion Title: ( | California ( | Children's S | Services Ca | ise Workei | · II       |       |    |      |      |    |       |
|-------------|--------------|--------------|--------------|-------------|------------|------------|-------|----|------|------|----|-------|
|             | Hourly       | , Bi-Weekl   | y and Mont   | hly Pay Rat | <u>es</u>  |            |       |    |      |      |    |       |
| Step 1      | Step 2       | Step 3       | Step 4       | Step 5      | Step 6     | Step 7     |       |    |      | W/C* | BU | FLSA  |
|             |              |              |              |             |            |            | Code  | *  | Cat* |      |    | Code* |
| \$21.974    | \$23.183     | \$24.458     | \$25.803     | \$27.222    | \$28.583   | \$30.012   |       |    |      |      |    |       |
| \$1,757.93  | \$1,854.61   | \$1,956.61   | \$2,064.22   | \$2,177.74  | \$2,286.63 | \$2,400.96 | 25G21 | 14 | PP   | 8810 | K  | N     |
| \$3,809     | \$4,018      | \$4,239      | \$4,472      | \$4,718     | \$4,954    | \$5,202    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| <u>(</u> | Classificat | ion Title: ( | California ( | Children's S | Services Ca | ase Worker | · III      |       |    |      |      |    |       |
|----------|-------------|--------------|--------------|--------------|-------------|------------|------------|-------|----|------|------|----|-------|
|          |             | Hourly       | , Bi-Weekl   | y and Mont   | hly Pay Rat | <u>tes</u> |            |       |    |      |      |    |       |
|          | Step 1      | Step 2       | Step 3       | Step 4       | Step 5      | Step 6     | Step 7     | Class |    |      | W/C* | BU | FLSA  |
|          |             |              |              |              |             |            |            | Code  | *  | Cat* |      |    | Code* |
|          | \$24.282    | \$25.617     | \$27.026     | \$28.513     | \$30.081    | \$31.585   | \$33.164   |       |    |      |      |    |       |
| \$       | 51,942.56   | \$2,049.39   | \$2,162.10   | \$2,281.01   | \$2,406.46  | \$2,526.78 | \$2,653.12 | 25G30 | 13 | PP   | 8810 | K  | N     |
|          | \$4,209     | \$4,440      | \$4,685      | \$4,942      | \$5,214     | \$5,475    | \$5,748    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ion Title: ( | Clinical Psy | chologist  |             |            |            |       |    |      |      |    |       |
|-------------|--------------|--------------|------------|-------------|------------|------------|-------|----|------|------|----|-------|
|             | Hourly       | , Bi-Weekl   | y and Mont | hly Pay Rat | tes        |            |       |    |      |      |    |       |
| Step 1      | Step 2       | Step 3       | Step 4     | Step 5      | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|             |              |              |            |             |            |            | Code  | *  | Cat* |      |    | Code* |
| \$41.867    | \$44.170     | \$46.599     | \$49.162   | \$51.866    | \$54.459   | \$57.182   |       |    |      |      |    |       |
| \$3,349.39  | \$3,533.60   | \$3,727.93   | \$3,932.96 | \$4,149.26  | \$4,356.72 | \$4,574.56 | 60A21 | 8  | P    | 8810 | K  | Е     |
| \$7,257     | \$7,656      | \$8,077      | \$8,521    | \$8,990     | \$9,440    | \$9,912    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ion Title: <b>F</b> | Employmen  | t and Trai | ning Work   | er I       |            |       |    |      |      |    |       |
|-------------|---------------------|------------|------------|-------------|------------|------------|-------|----|------|------|----|-------|
|             | <u>Hourly</u>       | , Bi-Weekl | y and Mont | hly Pay Rat | <u>tes</u> |            |       |    |      |      |    |       |
| Step 1      | Step 2              | Step 3     | Step 4     | Step 5      | Step 6     | Step 7     |       |    |      | W/C* | BU | FLSA  |
|             |                     |            |            |             |            |            | Code  | *  | Cat* |      |    | Code* |
| \$22.938    | \$24.200            | \$25.531   | \$26.935   | \$28.416    | \$29.837   | \$31.329   |       |    |      |      |    |       |
| \$1,835.07  | \$1,936.00          | \$2,042.47 | \$2,154.80 | \$2,273.31  | \$2,386.97 | \$2,506.32 | 60H01 | 14 | PP   | 8810 | K  | N     |
| \$3,976     | \$4,195             | \$4,425    | \$4,669    | \$4,925     | \$5,172    | \$5,430    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ion Title: <b>F</b> | Employmen  | nt and Trai | ning Work   | er II      |            |       |    |      |      |   |       |
|-------------|---------------------|------------|-------------|-------------|------------|------------|-------|----|------|------|---|-------|
|             | Hourly              | , Bi-Weekl | y and Mont  | hly Pay Rat | <u>tes</u> |            |       |    |      |      |   |       |
| Step 1      | Step 2              | Step 3     | Step 4      | Step 5      | Step 6     | Step 7     | Class |    | EEO  | W/C* |   | FLSA  |
|             |                     |            |             |             |            |            | Code  | *  | Cat* |      |   | Code* |
| \$26.090    | \$27.525            | \$29.039   | \$30.636    | \$32.321    | \$33.937   | \$35.634   |       |    |      |      |   |       |
| \$2,087.23  | \$2,202.03          | \$2,323.13 | \$2,450.90  | \$2,585.69  | \$2,714.97 | \$2,850.72 | 60H11 | 14 | PP   | 8810 | K | N     |
| \$4,522     | \$4,771             | \$5,033    | \$5,310     | \$5,602     | \$5,882    | \$6,177    |       |    |      |      |   |       |

<sup>\*</sup>provided for information purposes only

| Classifica | tion Title: I | Employmen  | it and Trai | ning Work   | er III     |            |       |    |      |      |    |       |
|------------|---------------|------------|-------------|-------------|------------|------------|-------|----|------|------|----|-------|
|            | Hourly        | , Bi-Weekl | y and Mont  | hly Pay Rat | <u>tes</u> |            |       |    |      |      |    |       |
| Step 1     | Step 2        | Step 3     | Step 4      | Step 5      | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|            |               |            |             |             |            |            | Code  | *  | Cat* |      |    | Code* |
| \$28.908   | \$30.498      | \$32.175   | \$33.944    | \$35.811    | \$37.602   | \$39.482   |       |    |      |      |    |       |
| \$2,312.63 | \$2,439.82    | \$2,574.00 | \$2,715.56  | \$2,864.91  | \$3,008.15 | \$3,158.56 | 60H21 | 13 | PP   | 8810 | K  | N     |
| \$5,011    | \$5,286       | \$5,577    | \$5,884     | \$6,207     | \$6,518    | \$6,844    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| (  | Classificat | ion Title: N | Ailitary and | d Veterans | Represent   | ative I    |            |       |    |      |      |    |       |
|----|-------------|--------------|--------------|------------|-------------|------------|------------|-------|----|------|------|----|-------|
|    |             | Hourly       | , Bi-Weekl   | y and Mont | hly Pay Rat | <u>tes</u> |            |       |    |      |      |    |       |
|    | Step 1      | Step 2       | Step 3       | Step 4     | Step 5      | Step 6     | Step 7     | Class |    |      | W/C* | BU | FLSA  |
|    |             |              |              |            |             |            |            | Code  | *  | Cat* |      |    | Code* |
|    | \$22.971    | \$24.235     | \$25.568     | \$26.974   | \$28.457    | \$29.880   | \$31.374   |       |    |      |      |    |       |
| \$ | \$1,837.71  | \$1,938.78   | \$2,045.40   | \$2,157.89 | \$2,276.57  | \$2,390.40 | \$2,509.92 | 60U01 | 14 | PP   | 8810 | K  | N     |
|    | \$3,982     | \$4,201      | \$4,432      | \$4,675    | \$4,933     | \$5,179    | \$5,438    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ion Title: N  | Ailitary and | d Veterans | Represent   | ative II   |            |       |    |      |      |    |       |
|-------------|---------------|--------------|------------|-------------|------------|------------|-------|----|------|------|----|-------|
|             | <u>Hourly</u> | , Bi-Weekl   | y and Mont | hly Pay Rat | tes        |            |       |    |      |      |    |       |
| Step 1      | Step 2        | Step 3       | Step 4     | Step 5      | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|             |               |              |            |             |            |            | Code  | *  | Cat* |      |    | Code* |
| \$25.686    | \$27.099      | \$28.589     | \$30.162   | \$31.820    | \$33.411   | \$35.082   |       |    |      |      |    |       |
| \$2,054.90  | \$2,167.91    | \$2,287.14   | \$2,412.93 | \$2,545.63  | \$2,672.91 | \$2,806.56 | 60U11 | 14 | PP   | 8810 | K  | N     |
| \$4,452     | \$4,697       | \$4,955      | \$5,228    | \$5,516     | \$5,791    | \$6,081    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ion Title: N | Ailitary and | d Veterans | Represent   | ative III  |            |       |    |      |      |    |       |
|-------------|--------------|--------------|------------|-------------|------------|------------|-------|----|------|------|----|-------|
|             | Hourly       | , Bi-Weekl   | y and Mont | hly Pay Rat | <u>tes</u> |            |       |    |      |      |    |       |
| Step 1      | Step 2       | Step 3       | Step 4     | Step 5      | Step 6     | Step 7     |       |    |      | W/C* | BU | FLSA  |
|             |              |              |            |             |            |            | Code  | *  | Cat* |      |    | Code* |
| \$28.528    | \$30.097     | \$31.752     | \$33.498   | \$35.341    | \$37.108   | \$38.963   |       |    |      |      |    |       |
| \$2,282.23  | \$2,407.74   | \$2,540.16   | \$2,679.86 | \$2,827.25  | \$2,968.61 | \$3,117.04 | 60U21 | 13 | PP   | 8810 | K  | N     |
| \$4,945     | \$5,217      | \$5,504      | \$5,806    | \$6,126     | \$6,432    | \$6,754    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ion Title: <b>F</b> | Sychiatric | Social Wor | ker I       |            |            |       |    |      |      |    |       |
|-------------|---------------------|------------|------------|-------------|------------|------------|-------|----|------|------|----|-------|
|             | Hourly              | , Bi-Weekl | y and Mont | hly Pay Rat | tes        |            |       |    |      |      |    |       |
| Step 1      | Step 2              | Step 3     | Step 4     | Step 5      | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|             |                     |            |            |             |            |            | Code  | *  | Cat* |      |    | Code* |
| \$32.478    | \$34.264            | \$36.149   | \$38.137   | \$40.234    | \$42.246   | \$44.358   |       |    |      |      |    |       |
| \$2,598.24  | \$2,741.13          | \$2,891.88 | \$3,050.93 | \$3,218.72  | \$3,379.66 | \$3,548.64 | 60B01 | 5  | P    | 8810 | K  | Е     |
| \$5,630     | \$5,939             | \$6,266    | \$6,610    | \$6,974     | \$7,323    | \$7,689    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ion Title: P                            | Psychiatric | Social Wor |            |            |            |       |    |      |      |    |       |
|-------------|-----------------------------------------|-------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
|             | Hourly, Bi-Weekly and Monthly Pay Rates |             |            |            |            |            |       |    |      |      |    |       |
| Step 1      | Step 2                                  | Step 3      | Step 4     | Step 5     | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|             |                                         |             |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$34.313    | \$36.200                                | \$38.191    | \$40.291   | \$42.507   | \$44.632   | \$46.864   |       |    |      |      |    |       |
| \$2,745.02  | \$2,895.99                              | \$3,055.26  | \$3,223.29 | \$3,400.56 | \$3,570.59 | \$3,749.12 | 60B21 | 5  | P    | 8810 | K  | Е     |
| \$5,948     | \$6,275                                 | \$6,620     | \$6,984    | \$7,368    | \$7,736    | \$8,123    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ion Title: S | Senior Psyc |            |            |            |            |       |   |      |      |    |       |
|-------------|--------------|-------------|------------|------------|------------|------------|-------|---|------|------|----|-------|
|             | Hourly       |             |            |            |            |            |       |   |      |      |    |       |
| Step 1      | Step 2       | Step 3      | Step 4     | Step 5     | Step 6     | Step 7     | Class |   |      | W/C* | BU | FLSA  |
|             |              |             |            |            |            |            | Code  | * | Cat* |      |    | Code* |
| \$35.352    | \$37.297     | \$39.348    | \$41.512   | \$43.795   | \$45.985   | \$48.284   |       |   |      |      |    |       |
| \$2,828.20  | \$2,983.74   | \$3,147.84  | \$3,320.96 | \$3,503.60 | \$3,678.78 | \$3,862.72 | 60B25 | 5 | P    | 8810 | K  | Е     |
| \$6,128     | \$6,465      | \$6,820     | \$7,195    | \$7,591    | \$7,971    | \$8,369    |       |   |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ion Title: S                            | ocial Worl |            |            |            |            |       |    |      |      |    |       |
|-------------|-----------------------------------------|------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
|             | Hourly, Bi-Weekly and Monthly Pay Rates |            |            |            |            |            |       |    |      |      |    |       |
| Step 1      | Step 2                                  | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|             |                                         |            |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$23.194    | \$24.470                                | \$25.815   | \$27.235   | \$28.733   | \$30.170   | \$31.678   |       |    |      |      |    |       |
| \$1,855.51  | \$1,957.56                              | \$2,065.22 | \$2,178.80 | \$2,298.63 | \$2,413.56 | \$2,534.24 | 60C01 | 14 | PP   | 9410 | K  | N     |
| \$4,020     | \$4,241                                 | \$4,475    | \$4,721    | \$4,980    | \$5,229    | \$5,491    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ion Title: S  | ocial Worl |            |            |            |            |       |    |      |      |   |       |
|-------------|---------------|------------|------------|------------|------------|------------|-------|----|------|------|---|-------|
|             | <u>Hourly</u> |            |            |            |            |            |       |    |      |      |   |       |
| Step 1      | Step 2        | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class |    |      | W/C* |   | FLSA  |
|             |               |            |            |            |            |            | Code  | *  | Cat* |      |   | Code* |
| \$25.758    | \$27.175      | \$28.669   | \$30.246   | \$31.909   | \$33.505   | \$35.180   |       |    |      |      |   |       |
| \$2,060.64  | \$2,173.97    | \$2,293.53 | \$2,419.67 | \$2,552.74 | \$2,680.38 | \$2,814.40 | 60C21 | 14 | PP   | 9410 | K | N     |
| \$4,465     | \$4,710       | \$4,969    | \$5,243    | \$5,531    | \$5,807    | \$6,098    |       |    |      |      |   |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ion Title: S                            | ocial Worl |            |            |            |            |       |    |      |      |    |       |
|-------------|-----------------------------------------|------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
|             | Hourly, Bi-Weekly and Monthly Pay Rates |            |            |            |            |            |       |    |      |      |    |       |
| Step 1      | Step 2                                  | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|             |                                         |            |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$28.462    | \$30.027                                | \$31.679   | \$33.421   | \$35.259   | \$37.022   | \$38.873   |       |    |      |      |    |       |
| \$2,276.96  | \$2,402.18                              | \$2,534.29 | \$2,673.67 | \$2,820.72 | \$2,961.75 | \$3,109.84 | 60C22 | 13 | PP   | 9410 | K  | N     |
| \$4,933     | \$5,205                                 | \$5,491    | \$5,793    | \$6,112    | \$6,417    | \$6,738    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ion Title: S  | ocial Worl |            |            |            |            |       |    |      |      |    |       |
|-------------|---------------|------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
|             | <u>Hourly</u> |            |            |            |            |            |       |    |      |      |    |       |
| Step 1      | Step 2        | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|             |               |            |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$31.443    | \$33.172      | \$34.996   | \$36.921   | \$38.951   | \$40.899   | \$42.944   |       |    |      |      |    |       |
| \$2,515.41  | \$2,653.75    | \$2,799.70 | \$2,953.67 | \$3,116.12 | \$3,271.92 | \$3,435.52 | 60C23 | 5  | P    | 9410 | K  | E     |
| \$5,450     | \$5,750       | \$6,066    | \$6,400    | \$6,752    | \$7,089    | \$7,444    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Cla  | ssificat                                | ion Title: S | ocial Worl |            |            |            |            |       |   |      |      |    |       |
|------|-----------------------------------------|--------------|------------|------------|------------|------------|------------|-------|---|------|------|----|-------|
|      | Hourly, Bi-Weekly and Monthly Pay Rates |              |            |            |            |            |            |       |   |      |      |    |       |
| S    | tep 1                                   | Step 2       | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class |   |      | W/C* | BU | FLSA  |
|      |                                         |              |            |            |            |            |            | Code  | * | Cat* |      |    | Code* |
| \$   | 33.888                                  | \$35.752     | \$37.718   | \$39.792   | \$41.981   | \$44.080   | \$46.284   |       |   |      |      |    |       |
| \$2, | 711.05                                  | \$2,860.15   | \$3,017.45 | \$3,183.40 | \$3,358.48 | \$3,526.40 | \$3,702.72 | 60C24 | 5 | P    | 9410 | K  | E     |
|      | \$5,874                                 | \$6,197      | \$6,538    | \$6,897    | \$7,277    | \$7,641    | \$8,023    |       |   |      |      |    |       |

<sup>\*</sup>provided for information purposes only

Adjust base wage of the following Unit F classifications as indicated below:

| Classificat | ion Title: <b>E</b> | Behavioral : |            |            |            |            |       |   |      |      |    |       |
|-------------|---------------------|--------------|------------|------------|------------|------------|-------|---|------|------|----|-------|
|             | Hourly              |              |            |            |            |            |       |   |      |      |    |       |
| Step 1      | Step 2              | Step 3       | Step 4     | Step 5     | Step 6     | Step 7     | Class |   |      | W/C* | BU | FLSA  |
|             |                     |              |            |            |            |            | Code  | * | Cat* |      |    | Code* |
| \$43.961    | \$46.379            | \$48.930     | \$51.621   | \$54.460   | \$57.183   | \$60.042   |       |   |      |      |    |       |
| \$3,516.91  | \$3,710.33          | \$3,914.39   | \$4,129.67 | \$4,356.79 | \$4,574.63 | \$4,803.36 | 60B23 | 8 | P    | 9410 | F  | Е     |
| \$7,620     | \$8,039             | \$8,481      | \$8,948    | \$9,440    | \$9,912    | \$10,407   |       |   |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ion Title: <b>F</b> | Employmen  |            |            |            |            |       |    |      |      |    |       |
|-------------|---------------------|------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
|             | Hourly              |            |            |            |            |            |       |    |      |      |    |       |
| Step 1      | Step 2              | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|             |                     |            |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$33.384    | \$35.220            | \$37.157   | \$39.200   | \$41.356   | \$43.424   | \$45.595   |       |    |      |      |    |       |
| \$2,670.69  | \$2,817.57          | \$2,972.53 | \$3,136.01 | \$3,308.48 | \$3,473.90 | \$3,647.60 | 60H31 | 13 | PP   | 8810 | F  | Е     |
| \$5,786     | \$6,105             | \$6,440    | \$6,795    | \$7,168    | \$7,527    | \$7,903    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ion Title: S                            | ocial Worl |            |            |            |            |       |   |      |      |   |       |
|-------------|-----------------------------------------|------------|------------|------------|------------|------------|-------|---|------|------|---|-------|
|             | Hourly, Bi-Weekly and Monthly Pay Rates |            |            |            |            |            |       |   |      |      |   |       |
| Step 1      | Step 2                                  | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     |       |   |      | W/C* |   | FLSA  |
|             |                                         |            |            |            |            |            | Code  | * | Cat* |      |   | Code* |
| \$32.867    | \$34.675                                | \$36.582   | \$38.594   | \$40.717   | \$42.752   | \$44.890   |       |   |      |      |   |       |
| \$2,629.40  | \$2,774.01                              | \$2,926.57 | \$3,087.52 | \$3,257.32 | \$3,420.19 | \$3,591.20 | 60C80 | 5 | P    | 9410 | F | Е     |
| \$5,697     | \$6,010                                 | \$6,341    | \$6,690    | \$7,058    | \$7,410    | \$7,781    |       |   |      |      |   |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ion Title: S                            | ocial Worl |            |            |            |            |       |    |      |      |    |       |
|-------------|-----------------------------------------|------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
|             | Hourly, Bi-Weekly and Monthly Pay Rates |            |            |            |            |            |       |    |      |      |    |       |
| Step 1      | Step 2                                  | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|             |                                         |            |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$38.174    | \$40.274                                | \$42.489   | \$44.825   | \$47.291   | \$49.655   | \$52.138   |       |    |      |      |    |       |
| \$3,053.94  | \$3,221.90                              | \$3,399.10 | \$3,586.04 | \$3,783.26 | \$3,972.42 | \$4,171.04 | 60C81 | 5  | P    | 9410 | F  | Е     |
| \$6,617     | \$6,981                                 | \$7,365    | \$7,770    | \$8,197    | \$8,607    | \$9,037    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

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

| Resolution No.:           | PPPR Control No. <u>21-016</u> )                                   |
|---------------------------|--------------------------------------------------------------------|
|                           | HRM Control No. <u>21-014</u> )                                    |
| Adopts a Resolution to:   | )                                                                  |
| a. Amend Personnel Police | cies and Practices Resolution (PPPR) No. 98-394 Appendix A )       |
| and B to adjust the base  | e wage salary ranges of SEIU Unit K classifications                |
| Behavioral Health Gro     | up Counselor I and II, California Children's Services Case         |
| Worker I, II and III, Cl  | inical Psychologist, Employment & Training Worker I, II, III,      |
| Military & Veterans Re    | epresentative I, II and III, Psychiatric Social Worker I, II and ) |
| Senior Psychiatric Soci   | ial Worker, Social Worker I, II, III, IV and V as indicated in     |
| Attachment A effective    | e September 11, 2021;                                              |
| b. Amend Personnel Police | cies and Practices Resolution (PPPR) No. 98-394 Appendix A )       |
| and B to adjust the base  | e wage salary ranges of SEIU Unit F classifications                |
| Behavioral Health Unit    | t Supervisor, Employment and Training Supervisor and               |
| Social Work Superviso     | or I and II as indicated in Attachment A effective September )     |
| 11, 2021;                 | )                                                                  |
| c. Direct the Human Reso  | ources Department to implement the changes in the                  |
| Advantage HRM system      | m.                                                                 |

WHEREAS, The Human Resources Department (HRD) and Service Employee International Union (SEIU) Local 521 collaborated on conducting a Total Compensation Study for certain classifications in Unit K; and

WHEREAS, the study found that the base wage of multiple benchmark classifications are more than 5% below the County's comparable agencies; and

WHEREAS, the HRD recommends adjusting the base wage salary ranges of the aforementioned classifications; and

WHEREAS, HRD further recommends to adjust the base wage salary ranges of SEIU Unit F classifications that are included within the series in order to maintain the spread between the series; and

WHEREAS, to implement the recommendations, the actions require the Personnel Policies and Practices Resolution No. 98-394 Appendix A and B to be amended; NOW, THEREFORE,

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

1. The Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B are amended to adjust the base wage salary ranges of SEIU Unit K classifications Behavioral Health Group Counselor I and II, California Children's Services Case Worker I, II and III, Clinical Psychologist, Employment & Training Worker I, II, III, Military & Veterans Representative I, II and III, Psychiatric Social Worker I, II and Senior Psychiatric Social Worker, Social Worker I, II, III, IV and V as indicated below effective September 11, 2021:

| Classificat | ion Title: B |            |            |            |            |            |       |    |      |      |    |       |
|-------------|--------------|------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
|             | Hourly       | , Bi-Weekl | _          |            |            |            |       |    |      |      |    |       |
| Step 1      | Step 2       | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|             |              |            |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$20.841    | \$21.987     | \$23.196   | \$24.472   | \$25.818   | \$27.109   | \$28.464   |       |    |      |      |    |       |
| \$1,667.26  | \$1,758.95   | \$1,855.69 | \$1,957.75 | \$2,065.42 | \$2,168.69 | \$2,277.12 | 60V01 | 14 | PP   | 8810 | K  | N     |
| \$3,612     | \$3,811      | \$4,021    | \$4,242    | \$4,475    | \$4,699    | \$4,934    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificati | ion Title: B                                                                    | ehavioral I | Health Gro    | up Counsel | or II       |            |       |               |   |      |   |   |
|--------------|---------------------------------------------------------------------------------|-------------|---------------|------------|-------------|------------|-------|---------------|---|------|---|---|
|              | Hourly, Bi-Weekly and Monthly Pay Rates Step 2 Step 3 Step 4 Step 5 Step 6 Step |             |               |            |             |            |       |               |   |      |   |   |
| Step 1       | Step 2                                                                          | Step 7      | Class<br>Code | WG<br>*    | EEO<br>Cat* | W/C*       | BU    | FLSA<br>Code* |   |      |   |   |
| \$24.328     | \$25.666                                                                        | \$27.078    | \$28.567      | \$30.138   | \$31.645    | \$33.227   |       |               |   |      |   |   |
| \$1,946.25   | \$2,053.28                                                                      | \$2,166.21  | \$2,285.34    | \$2,411.03 | \$2,531.58  | \$2,658.16 | 60V11 | 5             | P | 8810 | K | N |
| \$4,217      | \$4,449                                                                         | \$4,693     | \$4,952       | \$5,224    | \$5,485     | \$5,759    |       |               |   |      |   |   |

<sup>\*</sup>provided for information purposes only

| Classificati |            |            |            |            |            |            |       |    |      |      |    |       |
|--------------|------------|------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
|              | Hourly     |            |            |            |            |            |       |    |      |      |    |       |
| Step 1       | Step 2     | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|              |            |            |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$19.537     | \$20.611   | \$21.745   | \$22.941   | \$24.202   | \$25.412   | \$26.683   |       |    |      |      |    |       |
| \$1,562.94   | \$1,648.89 | \$1,739.58 | \$1,835.25 | \$1,936.18 | \$2,032.99 | \$2,134.64 | 25G01 | 14 | PP   | 8810 | K  | N     |
| \$3,386      | \$3,573    | \$3,769    | \$3,976    | \$4,195    | \$4,405    | \$4,625    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificati | ion Title: C | California C | hildren's S | bervices Cas | se Worker  | II         |       |    |      |      |    |       |
|--------------|--------------|--------------|-------------|--------------|------------|------------|-------|----|------|------|----|-------|
|              | Hourly       |              |             |              |            |            |       |    |      |      |    |       |
| Step 1       | Step 2       | Step 3       | Step 4      | Step 5       | Step 6     | Step 7     | Class |    |      | W/C* | BU | FLSA  |
|              |              |              |             |              |            |            | Code  | *  | Cat* |      |    | Code* |
| \$21.974     | \$23.183     | \$24.458     | \$25.803    | \$27.222     | \$28.583   | \$30.012   |       |    |      |      |    |       |
| \$1,757.93   | \$1,854.61   | \$1,956.61   | \$2,064.22  | \$2,177.74   | \$2,286.63 | \$2,400.96 | 25G21 | 14 | PP   | 8810 | K  | N     |
| \$3,809      | \$4,018      | \$4,239      | \$4,472     | \$4,718      | \$4,954    | \$5,202    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificati | on Title: C | alifornia C | hildren's S | ervices Ca | se Worker  | III        |       |    |      |      |    |       |
|--------------|-------------|-------------|-------------|------------|------------|------------|-------|----|------|------|----|-------|
|              | Hourly      |             |             |            |            |            |       |    |      |      |    |       |
| Step 1       | Step 2      | Step 3      | Step 4      | Step 5     | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|              |             |             |             |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$24.282     | \$25.617    | \$27.026    | \$28.513    | \$30.081   | \$31.585   | \$33.164   |       |    |      |      |    |       |
| \$1,942.56   | \$2,049.39  | \$2,162.10  | \$2,281.01  | \$2,406.46 | \$2,526.78 | \$2,653.12 | 25G30 | 13 | PP   | 8810 | K  | N     |
| \$4,209      | \$4,440     | \$4,685     | \$4,942     | \$5,214    | \$5,475    | \$5,748    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ion Title: C | linical Psy | chologist  |             |            |            |       |    |      |      |    |       |
|-------------|--------------|-------------|------------|-------------|------------|------------|-------|----|------|------|----|-------|
|             | Hourly       | y, Bi-Weekl | y and Mont | hly Pay Rat | <u>es</u>  | _          |       |    |      |      |    |       |
| Step 1      | Step 2       | Step 3      | Step 4     | Step 5      | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|             |              |             |            |             |            |            | Code  | *  | Cat* |      |    | Code* |
| \$41.867    | \$44.170     | \$46.599    | \$49.162   | \$51.866    | \$54.459   | \$57.182   |       |    |      |      |    |       |
| \$3,349.39  | \$3,533.60   | \$3,727.93  | \$3,932.96 | \$4,149.26  | \$4,356.72 | \$4,574.56 | 60A21 | 8  | P    | 8810 | K  | Е     |
| \$7,257     | \$7,656      | \$8,077     | \$8,521    | \$8,990     | \$9,440    | \$9,912    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificati | ion Title: E                            | mploymen   | t and Train | ing Worke  | er I       |            |       |         |             |      |    |               |
|--------------|-----------------------------------------|------------|-------------|------------|------------|------------|-------|---------|-------------|------|----|---------------|
|              | Hourly, Bi-Weekly and Monthly Pay Rates |            |             |            |            |            |       |         |             |      |    |               |
| Step 1       |                                         |            |             |            |            |            |       | WG<br>* | EEO<br>Cat* | W/C* | BU | FLSA<br>Code* |
| \$22.938     | \$24.200                                | \$25.531   | \$26.935    | \$28.416   | \$29.837   | \$31.329   |       |         |             |      |    |               |
| \$1,835.07   | \$1,936.00                              | \$2,042.47 | \$2,154.80  | \$2,273.31 | \$2,386.97 | \$2,506.32 | 60H01 | 14      | PP          | 8810 | K  | N             |
| \$3,976      | \$4,195                                 | \$4,425    | \$4,669     | \$4,925    | \$5,172    | \$5,430    |       |         |             |      |    |               |

<sup>\*</sup>provided for information purposes only

| Classificati | ion Title: E |            |            |            |            |            |       |    |      |      |    |       |
|--------------|--------------|------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
|              | Hourly       | _          |            |            |            |            |       |    |      |      |    |       |
| Step 1       | Step 2       | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class |    | EEO  | W/C* | BU | FLSA  |
|              |              |            |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$26.090     | \$27.525     | \$29.039   | \$30.636   | \$32.321   | \$33.937   | \$35.634   |       |    |      |      |    |       |
| \$2,087.23   | \$2,202.03   | \$2,323.13 | \$2,450.90 | \$2,585.69 | \$2,714.97 | \$2,850.72 | 60H11 | 14 | PP   | 8810 | K  | N     |
| \$4,522      | \$4,771      | \$5,033    | \$5,310    | \$5,602    | \$5,882    | \$6,177    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificati | ion Title: E | mploymen   | t and Train | ing Worke  | r III      |            |       |    |      |      |    |       |
|--------------|--------------|------------|-------------|------------|------------|------------|-------|----|------|------|----|-------|
|              | Hourly       | _          |             |            |            |            |       |    |      |      |    |       |
| Step 1       | Step 2       | Step 3     | Step 4      | Step 5     | Step 6     | Step 7     | Class |    |      | W/C* | BU | FLSA  |
|              |              |            |             |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$28.908     | \$30.498     | \$32.175   | \$33.944    | \$35.811   | \$37.602   | \$39.482   |       |    |      |      |    |       |
| \$2,312.63   | \$2,439.82   | \$2,574.00 | \$2,715.56  | \$2,864.91 | \$3,008.15 | \$3,158.56 | 60H21 | 13 | PP   | 8810 | K  | N     |
| \$5,011      | \$5,286      | \$5,577    | \$5,884     | \$6,207    | \$6,518    | \$6,844    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificati | on Title: N                                                                                  | Iilitary and | Veterans   | Representa | tive I     |            |       |    |      |      |    |       |
|--------------|----------------------------------------------------------------------------------------------|--------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
|              | Hourly, Bi-Weekly and Monthly Pay Rates  Step 2   Step 3   Step 4   Step 5   Step 6   Step 7 |              |            |            |            |            |       |    |      |      |    |       |
| Step 1       | Step 2                                                                                       | Step 3       | Step 4     | Step 5     | Step 6     | Step 7     | Class |    | EEO  | W/C* | BU | FLSA  |
|              |                                                                                              |              |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$22.971     | \$24.235                                                                                     | \$25.568     | \$26.974   | \$28.457   | \$29.880   | \$31.374   |       |    |      |      |    |       |
| \$1,837.71   | \$1,938.78                                                                                   | \$2,045.40   | \$2,157.89 | \$2,276.57 | \$2,390.40 | \$2,509.92 | 60U01 | 14 | PP   | 8810 | K  | N     |
| \$3,982      | \$4,201                                                                                      | \$4,432      | \$4,675    | \$4,933    | \$5,179    | \$5,438    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ion Title: M | Tilitary and | l Veterans | Representa | tive II    |            |       |    |      |      |    |       |
|-------------|--------------|--------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
|             | Hourly       | _            |            |            |            |            |       |    |      |      |    |       |
| Step 1      | Step 2       | Step 3       | Step 4     | Step 5     | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|             |              |              |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$25.686    | \$27.099     | \$28.589     | \$30.162   | \$31.820   | \$33.411   | \$35.082   |       |    |      |      |    |       |
| \$2,054.90  | \$2,167.91   | \$2,287.14   | \$2,412.93 | \$2,545.63 | \$2,672.91 | \$2,806.56 | 60U11 | 14 | PP   | 8810 | K  | N     |
| \$4,452     | \$4,697      | \$4,955      | \$5,228    | \$5,516    | \$5,791    | \$6,081    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificati | ion Title: N                                                                    | Iilitary and | Veterans   | Representa | tive III   |            |       |         |             |      |    |               |
|--------------|---------------------------------------------------------------------------------|--------------|------------|------------|------------|------------|-------|---------|-------------|------|----|---------------|
|              | Hourly, Bi-Weekly and Monthly Pay Rates Step 2 Step 3 Step 4 Step 5 Step 6 Step |              |            |            |            |            |       |         |             |      |    |               |
| Step 1       |                                                                                 |              |            |            |            |            |       | WG<br>* | EEO<br>Cat* | W/C* | BU | FLSA<br>Code* |
| \$28.528     | \$30.097                                                                        | \$31.752     | \$33.498   | \$35.341   | \$37.108   | \$38.963   | Code  |         | Cut         |      |    | 2040          |
| \$2,282.23   | \$2,407.74                                                                      | \$2,540.16   | \$2,679.86 | \$2,827.25 | \$2,968.61 | \$3,117.04 | 60U21 | 13      | PP          | 8810 | K  | N             |
| \$4,945      | \$5,217                                                                         | \$5,504      | \$5,806    | \$6,126    | \$6,432    | \$6,754    |       |         |             |      |    |               |

<sup>\*</sup>provided for information purposes only

| Classificati | ion Title: P | sychiatric S | Social Worl | ker I      |            |            |       |    |      |      |    |       |
|--------------|--------------|--------------|-------------|------------|------------|------------|-------|----|------|------|----|-------|
|              | Hourly       |              |             |            |            |            |       |    |      |      |    |       |
| Step 1       | Step 2       | Step 3       | Step 4      | Step 5     | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|              |              |              |             |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$32.478     | \$34.264     | \$36.149     | \$38.137    | \$40.234   | \$42.246   | \$44.358   |       |    |      |      |    |       |
| \$2,598.24   | \$2,741.13   | \$2,891.88   | \$3,050.93  | \$3,218.72 | \$3,379.66 | \$3,548.64 | 60B01 | 5  | P    | 8810 | K  | Е     |
| \$5,630      | \$5,939      | \$6,266      | \$6,610     | \$6,974    | \$7,323    | \$7,689    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificati | ion Title: P | sychiatric S | Social Wor | ker II     |            |            |       |   |      |      |    |       |
|--------------|--------------|--------------|------------|------------|------------|------------|-------|---|------|------|----|-------|
|              | Hourly       |              |            |            |            |            |       |   |      |      |    |       |
| Step 1       | Step 2       | Step 3       | Step 4     | Step 5     | Step 6     | Step 7     | Class |   |      | W/C* | BU | FLSA  |
|              |              |              |            |            |            |            | Code  | * | Cat* |      |    | Code* |
| \$34.313     | \$36.200     | \$38.191     | \$40.291   | \$42.507   | \$44.632   | \$46.864   |       |   |      |      |    |       |
| \$2,745.02   | \$2,895.99   | \$3,055.26   | \$3,223.29 | \$3,400.56 | \$3,570.59 | \$3,749.12 | 60B21 | 5 | P    | 8810 | K  | Е     |
| \$5,948      | \$6,275      | \$6,620      | \$6,984    | \$7,368    | \$7,736    | \$8,123    |       |   |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificati | on Title: S                                                                                       | enior Psycl | niatric Soci | al Worker  |            |            |       |    |      |      |    |       |
|--------------|---------------------------------------------------------------------------------------------------|-------------|--------------|------------|------------|------------|-------|----|------|------|----|-------|
|              | Hourly, Bi-Weekly and Monthly Pay Rates p 1   Step 2   Step 3   Step 4   Step 5   Step 6   Step 7 |             |              |            |            |            |       |    |      |      |    |       |
| Step 1       |                                                                                                   |             |              |            |            |            |       | WG | EEO  | W/C* | BU | FLSA  |
|              |                                                                                                   |             |              |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$35.352     | \$37.297                                                                                          | \$39.348    | \$41.512     | \$43.795   | \$45.985   | \$48.284   |       |    |      |      |    |       |
| \$2,828.20   | \$2,983.74                                                                                        | \$3,147.84  | \$3,320.96   | \$3,503.60 | \$3,678.78 | \$3,862.72 | 60B25 | 5  | P    | 8810 | K  | Е     |
| \$6,128      | \$6,465                                                                                           | \$6,820     | \$7,195      | \$7,591    | \$7,971    | \$8,369    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificati | ion Title: S | ocial Work  | er I       |             |            |            |       |    |      |      |    |       |
|--------------|--------------|-------------|------------|-------------|------------|------------|-------|----|------|------|----|-------|
|              | Hourly       | y, Bi-Weekl | y and Mont | hly Pay Rat | <u>es</u>  | _          |       |    |      |      |    |       |
| Step 1       | Step 2       | Step 3      | Step 4     | Step 5      | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|              |              |             |            |             |            |            | Code  | *  | Cat* |      |    | Code* |
| \$23.194     | \$24.470     | \$25.815    | \$27.235   | \$28.733    | \$30.170   | \$31.678   |       |    |      |      |    |       |
| \$1,855.51   | \$1,957.56   | \$2,065.22  | \$2,178.80 | \$2,298.63  | \$2,413.56 | \$2,534.24 | 60C01 | 14 | PP   | 9410 | K  | N     |
| \$4,020      | \$4,241      | \$4,475     | \$4,721    | \$4,980     | \$5,229    | \$5,491    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificati | ion Title: S                                                                    | ocial Work | er II      |            |            |            |       |         |             |      |    |               |
|--------------|---------------------------------------------------------------------------------|------------|------------|------------|------------|------------|-------|---------|-------------|------|----|---------------|
|              | Hourly, Bi-Weekly and Monthly Pay Rates Step 2 Step 3 Step 4 Step 5 Step 6 Step |            |            |            |            |            |       |         |             |      |    |               |
| Step 1       |                                                                                 |            |            |            |            |            |       | WG<br>* | EEO<br>Cat* | W/C* | BU | FLSA<br>Code* |
| \$25.758     | \$27.175                                                                        | \$28.669   | \$30.246   | \$31.909   | \$33.505   | \$35.180   | Code  |         | Cut         |      |    | Code          |
| \$2,060.64   | \$2,173.97                                                                      | \$2,293.53 | \$2,419.67 | \$2,552.74 | \$2,680.38 | \$2,814.40 | 60C21 | 14      | PP          | 9410 | K  | N             |
| \$4,465      | \$4,710                                                                         | \$4,969    | \$5,243    | \$5,531    | \$5,807    | \$6,098    |       |         |             |      |    |               |

<sup>\*</sup>provided for information purposes only

| Classificati | ion Title: S                                                                     | ocial Work | er III     |            |            |            |       |    |      |      |    |       |
|--------------|----------------------------------------------------------------------------------|------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
|              | Hourly, Bi-Weekly and Monthly Pay Rates  Step 2 Step 3 Step 4 Step 5 Step 6 Step |            |            |            |            |            |       |    |      |      |    |       |
| Step 1       | Step 2                                                                           | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|              |                                                                                  |            |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$28.462     | \$30.027                                                                         | \$31.679   | \$33.421   | \$35.259   | \$37.022   | \$38.873   |       |    |      |      |    |       |
| \$2,276.96   | \$2,402.18                                                                       | \$2,534.29 | \$2,673.67 | \$2,820.72 | \$2,961.75 | \$3,109.84 | 60C22 | 13 | PP   | 9410 | K  | N     |
| \$4,933      | \$5,205                                                                          | \$5,491    | \$5,793    | \$6,112    | \$6,417    | \$6,738    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificati | ion Title: S | ocial Work | er IV      |            |            |            |       |   |      |      |    |       |
|--------------|--------------|------------|------------|------------|------------|------------|-------|---|------|------|----|-------|
|              | Hourly       |            |            |            |            |            |       |   |      |      |    |       |
| Step 1       | Step 2       | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class |   |      | W/C* | BU | FLSA  |
|              |              |            |            |            |            |            | Code  | * | Cat* |      |    | Code* |
| \$31.443     | \$33.172     | \$34.996   | \$36.921   | \$38.951   | \$40.899   | \$42.944   |       |   |      |      |    |       |
| \$2,515.41   | \$2,653.75   | \$2,799.70 | \$2,953.67 | \$3,116.12 | \$3,271.92 | \$3,435.52 | 60C23 | 5 | P    | 9410 | K  | Е     |
| \$5,450      | \$5,750      | \$6,066    | \$6,400    | \$6,752    | \$7,089    | \$7,444    |       |   |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificati | ion Title: S                                                                       | ocial Work | er V       |            |            |            |       |   |      |      |    |       |
|--------------|------------------------------------------------------------------------------------|------------|------------|------------|------------|------------|-------|---|------|------|----|-------|
|              | Hourly, Bi-Weekly and Monthly Pay Rates  Step 2 Step 3 Step 4 Step 5 Step 6 Step 6 |            |            |            |            |            |       |   |      |      |    |       |
| Step 1       |                                                                                    |            |            |            |            |            |       |   |      | W/C* | BU | FLSA  |
|              |                                                                                    |            |            |            |            |            | Code  | * | Cat* |      |    | Code* |
| \$33.888     | \$35.752                                                                           | \$37.718   | \$39.792   | \$41.981   | \$44.080   | \$46.284   |       |   |      |      |    |       |
| \$2,711.05   | \$2,860.15                                                                         | \$3,017.45 | \$3,183.40 | \$3,358.48 | \$3,526.40 | \$3,702.72 | 60C24 | 5 | P    | 9410 | K  | E     |
| \$5,874      | \$6,197                                                                            | \$6,538    | \$6,897    | \$7,277    | \$7,641    | \$8,023    |       |   |      |      |    |       |

<sup>\*</sup>provided for information purposes only

2. The Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B are amended to adjust the base wage salary ranges of SEIU Unit F classifications Behavioral Health Unit Supervisor, Employment and Training Supervisor and Social Work Supervisor I and II as indicated below effective September 11, 2021:

| Classi     | fication Titl                                                                    | e: Behavio | ral Health | Unit Super | visor      |            |       |    |      |      |    |       |
|------------|----------------------------------------------------------------------------------|------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
|            | Hourly, Bi-Weekly and Monthly Pay Rates  Step 2 Step 3 Step 4 Step 5 Step 6 Step |            |            |            |            |            |       |    |      |      |    |       |
| Step 1     | Step 2                                                                           | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|            |                                                                                  |            |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$43.961   | \$46.379                                                                         | \$48.930   | \$51.621   | \$54.460   | \$57.183   | \$60.042   |       |    |      |      |    |       |
| \$3,516.91 | \$3,710.33                                                                       | \$3,914.39 | \$4,129.67 | \$4,356.79 | \$4,574.63 | \$4,803.36 | 60B23 | 8  | P    | 9410 | F  | E     |
| \$7,620    | \$8,039                                                                          | \$8,481    | \$8,948    | \$9,440    | \$9,912    | \$10,407   |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Clas       |            |            |            |            |            |            |               |         |             |      |    |               |
|------------|------------|------------|------------|------------|------------|------------|---------------|---------|-------------|------|----|---------------|
|            |            |            |            |            |            |            |               |         |             |      |    |               |
| Step 1     |            |            |            |            |            |            | Class<br>Code | WG<br>* | EEO<br>Cat* | W/C* | BU | FLSA<br>Code* |
| \$33.384   | \$35.220   | \$37.157   | \$39.200   | \$41.356   | \$43.424   | \$45.595   |               |         |             |      |    |               |
| \$2,670.69 | \$2,817.57 | \$2,972.53 | \$3,136.01 | \$3,308.48 | \$3,473.90 | \$3,647.60 | 60H31         | 13      | PP          | 8810 | F  | E             |
| \$5,786    | \$6,105    | \$6,440    | \$6,795    | \$7,168    | \$7,527    | \$7,903    |               |         |             |      |    |               |

<sup>\*</sup>provided for information purposes only

| Classificati | ion Title: S                                                                     | ocial Work | Superviso  | r I        |            |            |       |   |      |      |    |       |
|--------------|----------------------------------------------------------------------------------|------------|------------|------------|------------|------------|-------|---|------|------|----|-------|
|              | Hourly, Bi-Weekly and Monthly Pay Rates  Step 2 Step 3 Step 4 Step 5 Step 6 Step |            |            |            |            |            |       |   |      |      |    |       |
| Step 1       | Step 2                                                                           | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class |   | EEO  | W/C* | BU | FLSA  |
|              |                                                                                  |            |            |            |            |            | Code  | * | Cat* |      |    | Code* |
| \$32.867     | \$34.675                                                                         | \$36.582   | \$38.594   | \$40.717   | \$42.752   | \$44.890   |       |   |      |      |    |       |
| \$2,629.40   | \$2,774.01                                                                       | \$2,926.57 | \$3,087.52 | \$3,257.32 | \$3,420.19 | \$3,591.20 | 60C80 | 5 | P    | 9410 | F  | E     |
| \$5,697      | \$6,010                                                                          | \$6,341    | \$6,690    | \$7,058    | \$7,410    | \$7,781    |       |   |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificati | ion Title: S                                                                       | ocial Work | Supervisor | r II       |            |            |       |   |      |      |    |       |
|--------------|------------------------------------------------------------------------------------|------------|------------|------------|------------|------------|-------|---|------|------|----|-------|
|              | Hourly, Bi-Weekly and Monthly Pay Rates  Step 2 Step 3 Step 4 Step 5 Step 6 Step 6 |            |            |            |            |            |       |   |      |      |    |       |
| Step 1       | Step 2                                                                             | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class |   |      | W/C* | BU | FLSA  |
|              |                                                                                    |            |            |            |            |            | Code  | * | Cat* |      |    | Code* |
| \$38.174     | \$40.274                                                                           | \$42.489   | \$44.825   | \$47.291   | \$49.655   | \$52.138   |       |   |      |      |    |       |
| \$3,053.94   | \$3,221.90                                                                         | \$3,399.10 | \$3,586.04 | \$3,783.26 | \$3,972.42 | \$4,171.04 | 60C81 | 5 | P    | 9410 | F  | Е     |
| \$6,617      | \$6,981                                                                            | \$7,365    | \$7,770    | \$8,197    | \$8,607    | \$9,037    |       |   |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| 3. | The Human Resources Department is directed to implement the changes in the Advantage |
|----|--------------------------------------------------------------------------------------|
|    | HRM system.                                                                          |

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

AYES: NOES:

ABSENT:

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

| Dated: | Valerie Ralph, Clerk of the Board of Supervisors<br>County of Monterey, State of California |
|--------|---------------------------------------------------------------------------------------------|
|        | By, Deputy                                                                                  |



# Item No.32

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

**September 14, 2021** 

# **Board Report**

Legistar File Number: A 21-475

Introduced: 9/1/2021 Current Status: General Government -

Consent

Version: 1 Matter Type: BoS Agreement

Approve and authorize the Contracts/Purchasing Officer, or designee, to sign a retroactive Agreement with Allen Berg Racing School for a Vehicle Storage License retroactive from July 1, 2021 through June 30, 2022, with a monthly license income of \$2,400 per month paid to the County.

#### RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Contracts/Purchasing Officer, or designee, to sign a retroactive Agreement with Allen Berg Racing School for a Vehicle Storage License retroactive from July 1, 2021 through June 30, 2022, with a monthly license income of \$2,400 per month paid to the County.

#### **SUMMARY/DISCUSSION**:

A&D Narigi Consulting, LLC requests approval of a retroactive Vehicle Storage License for Allen Berg Racing School at WeatherTech Raceway Laguna Seca. Allen Berg Racing School is a frequent track renter and licenses property owned by the County for five (5) 8' x 40' storage containers, which are utilized in conjunction with his track rentals and surrounded by security fencing.

The term of this License is from July 1, 2021 through June 30, 2022, with a monthly license income of \$2,400. There is no cost to the County associated with this agreement. The agreement is retroactive due to the additional time it took to obtain proof of workers comp insurance from Allen Berg Racing School.

### OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved the Amendment as to form.

#### FINANCING:

This agreement is revenue generating for Fund 453 Laguna Seca Budget Unit 8536.

#### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

These actions will help ensure the timely provision of necessary services to all County Departments.

| Economic Development      |
|---------------------------|
| X_Administration          |
| Health and Human Services |
| Infrastructure            |
| Public Safety             |

Prepared by: Lavonne Chin, Administrative Operations Manager, Ext 7214

Approved by: Charles McKee, County Administrative Officer

Attachments: Vehicle Storage License Agreement



# Item No.

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

September 14, 2021

### **Board Report**

Legistar File Number: A 21-475

Introduced: 9/1/2021 Current Status: General Government -

Consent

Version: 1 Matter Type: BoS Agreement

Approve and authorize the Contracts/Purchasing Officer, or designee, to sign a retroactive Agreement with Allen Berg Racing School for a Vehicle Storage License retroactive from July 1, 2021 through June 30, 2022, with a monthly license income of \$2,400 per month paid to the County.

### RECOMMENDATION:

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### OTHER AGENCY INVOLVEMENT:

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#### FINANCING:

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#### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

These actions will help ensure the timely provision of necessary services to all County Departments.

|   | Economic Development      |
|---|---------------------------|
| X | _Administration           |
|   | Health and Human Services |
|   | Infrastructure            |
|   | Public Safety             |

Legistar File Number: A 21-475

Prepared by: Lavonne Chin, Administrative Operations Manager, Ext 7214

DocuSigned by: Laronne Chin 99B2C4FE9C904C3...

Approved by: Charles McKee, County Administrative Officer

Charles McKee -81957F3E2FBF4CE...

Attachments: Vehicle Storage License Agreement



### Vehicle Storage License

This Fixed Term License is made between the County of Monterey ("Licensor"), and Allen Berg Racing School ("Licensee") on the following terms:

- 1. <u>Premises/Term</u>: Licensee hereby licenses, in conjunction with the Licensee's track rental, the following property: An area on which Licensee has located five (5) 8' x 40' storage containers with a security fence surrounding on property owned by Monterey County, California ("the premises") for the period July 1, 2021 through June 30, 2022. The location will be at Turn 11 as designated by Manager.
- 2. Rental: The base monthly license shall be \$2,400 per month, due on the fifteenth day of each month, beginning July 1, 2021 and delinquent unless received by Licensor on the eighteenth day of each month. Licensee shall also pay a late fee of \$400 if Licensee does not pay rent as agreed which amount the parties agree to be a reasonable estimate of the costs incurred by Licensor.
- 3. <u>Utilities</u>: There are no utilities provided.
- 4. <u>Taxes</u>: Licensee is responsible for any taxes that might arise due to the occupancy, including but not limited to possessory interest tax, and may not offset license by any tax that might apply. And Licensee must obey all laws.
- 5. **Entry:** Licensor may enter the premises at all reasonable times for the purpose of examining the premises and will be provided with the combination to the gate for access to the area. This does not give access to any other part of the facility apart from when the Licensee has rented the track for a program.
- 6. <u>Termination</u>: At the termination of this agreement, Licensee will remove the containers and return the landscape to its original condition. Either party may terminate this agreement, with or without cause, with 30 days written notice.
- 7. **Alterations:** Licensee shall not make or allow to be made any alterations, additions, improvements in or to the premises without the written consent of LICENSOR, which consent may be granted or denied in LICENSOR's sole discretion.

- 8. Hold Harmless: Licensee shall indemnify, defend, and hold harmless Licensor, 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 connect with the Licensee's performance of this agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of Licensor. "Licensee's performance" includes Licensee's action or inaction and the action or inaction of Licensee's officers, employees, agents, invitees, and subcontractors.
- 9. <u>Insurance</u>: Licensee shall always herein maintain a policy of comprehensive general liability and fire insurance with limits of not less than \$1,000,000 for personal injuries, \$500,000 for property damage and a policy of fire insurance in the sum of \$1,000,000. County of Monterey ("Licensor") and A & D Narigi Consulting LLC ("Manager") shall be additional named insureds on all such policies. Copy of binder required to be submitted with signed contract. Such coverage must be primary and non-contributory to any other coverage.
- 10. Hazardous Materials: Licensee shall not cause or permit any Hazardous Materials to be generated, used, stored, or disposed of in or about the premises. From and after the Effective Date, Licensee shall indemnify and hold the Licensor harmless from and against any damage, injury, loss, liability, charge, demand, or claim based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials generated, used, stored, or disposed of by Licensee or any in or about the Premises, the Building, or the Property.
- 11. **Damage or Destruction:** Licensee shall promptly notify Licensor of any damage to premises resulting from fire or any other casualty.
- 12. <u>Holdover</u>: Should Licensee remain in possession beyond any term of this agreement, and only if Manager in its sole discretion elects not to immediately terminate Licensee's license, Licensee agrees to pay rent in the sum of \$3,000 per month.
- 13. <u>Assignment</u>: Licensee shall neither assign this license nor sub-license any or all of the premises without the express written consent of Manager, and Licensor.
- 14. **Default:** Licensee shall be in default by a breach of any term herein or a violation of law.
- 15. **Notices:** Licensee and Manager agree that all notices, statements or demands under this Agreement shall be made as follows:

| Licensor:                                                                                                                                                                                                                                                                                     | County of Monterey                                                                                     |  |  |  |  |  |  |  |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|
|                                                                                                                                                                                                                                                                                               | 168 West Alisal Street, 3 <sup>rd</sup> Floor<br>Salinas, CA 93901                                     |  |  |  |  |  |  |  |  |  |
| Manager:                                                                                                                                                                                                                                                                                      | A & D Narigi Consulting LLC 1021 Monterey-Salinas Hwy Salinas, CA 93908                                |  |  |  |  |  |  |  |  |  |
| 16. Non-Waiver: The parties agree that unless there is an express written agreement signed by both parties, there shall be no waiver of any term herein.                                                                                                                                      |                                                                                                        |  |  |  |  |  |  |  |  |  |
| 17. Entire Agreement: This agreement was entered into in Monterey, California and shall constitute the entire agreement between the parties and shall not be altered or amended except in writing signed by Manager and Licensee. There are no oral agreements between Licensor and Licensee. |                                                                                                        |  |  |  |  |  |  |  |  |  |
| 18. Other Terms:                                                                                                                                                                                                                                                                              |                                                                                                        |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                               |                                                                                                        |  |  |  |  |  |  |  |  |  |
| LICENSEE: Allen Berg Racing Sci By: Allen Berg                                                                                                                                                                                                                                                | ACKNOWLEDGED BY MANAGER:  A & D Natigi Consulting, LLC  By:  John V. Natigi  President/General Manager |  |  |  |  |  |  |  |  |  |
| Dated:                                                                                                                                                                                                                                                                                        | Dated: 7.18-2/                                                                                         |  |  |  |  |  |  |  |  |  |
| LICENSOR:                                                                                                                                                                                                                                                                                     |                                                                                                        |  |  |  |  |  |  |  |  |  |
| County of Monterey                                                                                                                                                                                                                                                                            |                                                                                                        |  |  |  |  |  |  |  |  |  |
| Ву:                                                                                                                                                                                                                                                                                           |                                                                                                        |  |  |  |  |  |  |  |  |  |
| Dated:                                                                                                                                                                                                                                                                                        |                                                                                                        |  |  |  |  |  |  |  |  |  |

Allen Berg Racing School

San Diego, CA 92131

Suite 208

9666 Businesspark Avenue

Licensee:



# Item No.33

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

September 14, 2021

# **Board Report**

Legistar File Number: A 21-479

Introduced: 9/2/2021 Current Status: General Government -

Consent

Version: 1 Matter Type: BoS Agreement

Approve execution by the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor of a Renewal and Amendment No. 2 to the Agreement with MGT of America Consulting, LLC, for State-Mandated Programs' cost claiming services adding \$131,363 for a revised total of \$258,863 and extending the term for an additional three years for a revised full term of December 10, 2018 to June 30, 2024.

#### RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve execution by the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor of a Renewal and Amendment No. 2 to the Agreement with MGT of America Consulting, LLC, for State-Mandated Programs' cost claiming services adding \$131,363 for a revised total of \$258,863 and extending the term for an additional three years for a revised full term of December 10, 2018 to June 30, 2024.

### **SUMMARY/DISCUSSION:**

In enacting a statute or imposing an executive order, the California Legislature, Governor, or state agency may impose a new program or higher level of services on local agencies. If the statute or executive order does not provide sufficient funding and there are increased costs as a result of the change, under Article XIIIB of the California State Constitution, affected local agencies can seek reimbursement for costs associated with carrying out programs mandated by the State of California.

The County Auditor-Controller's Office (ACO) provides oversight and coordination related to compiling costs, preparing and filing claims for reimbursements on behalf of the County. MGT of America's (MGT) services are utilized to maximize claims, as well as ensuring claim compliance with parameters and guidelines adopted by the Commission on State Mandates. The Claims filed on behalf of Monterey County for FY19-20 totaled \$240,862 while MGT charges totaled \$40,500.

The ACO has used the services of MGT in this area for many years. In December of 2018 the ACO requested an informal bid for State mandate claiming services from five firms known to provide such services. Only MGT responded and submitted a bid. At this time, the ACO is requesting a 3-year extension to the agreement with MGT.

#### OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed the Renewal and Amendment No. 2 with MGT of America Consulting,

LLC as to form. County Auditor-Controller has approved financial provisions.

### **FINANCING**:

The cost of the MGT contract has been budgeted by the ACO for FY21-22 in AUD002. Future annual required amounts will be included in the budget development process for AUD002.

Prepared by: Maria Papurello, Administrative Services Officer, 755-5084

Approved by: Rupa Shah, CPA, Auditor-Controller, 755-5099

### Attachments:

MGT of America Consulting Agreement FY2018-19 Amendment No. 1 with MGT of America Consulting Renewal and Amendment No. 2 with MGT of America Consulting



# Item No.

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

September 14, 2021

# **Board Report**

Legistar File Number: 21-768

Introduced: 9/2/2021 Current Status: Agenda Ready

Version: 1 Matter Type: General Agenda Item

Approve execution by the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor of a Renewal and Amendment No. 2 to the Agreement with MGT of America Consulting, LLC, for State-Mandated Programs' cost claiming services adding \$131,363 for a revised total of \$258,863 and extending the term for an additional three years for a revised full term of December 10, 2018 to June 30, 2024.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve execution by the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor of a Renewal and Amendment No. 2 to the Agreement with MGT of America Consulting, LLC, for State-Mandated Programs' cost claiming services adding \$131,363 for a revised total of \$258,863 and extending the term for an additional three years for a revised full term of December 10, 2018 to June 30, 2024.

#### SUMMARY/DISCUSSION:

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The County Auditor-Controller's Office (ACO) provides oversight and coordination related to compiling costs, preparing and filing claims for reimbursements on behalf of the County. MGT of America's (MGT) services are utilized to maximize claims, as well as ensuring claim compliance with parameters and guidelines adopted by the Commission on State Mandates. The Claims filed on behalf of Monterey County for FY19-20 totaled \$240,862 while MGT charges totaled \$40,500.

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#### OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed the Renewal and Amendment No. 2 with MGT of America Consulting, LLC as to form. County Auditor-Controller has approved financial provisions.

Legistar File Number: 21-768

### **FINANCING**:

The cost of the MGT contract has been budgeted by the ACO for FY21-22 in AUD002. Future annual required amounts will be included in the budget development process for AUD002.

Prepared by: Maria Papurello, Administrative Services Officer, 755-5084

Approved by: Rupa Shah, CPA, Auditor-Controller, 755-5099

DocuSigned by:

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— DocuSigned by:

5020CB565A18490..

#### Attachments:

MGT of America Consulting Agreement FY2018-19 Amendment No. 1 with MGT of America Consulting Renewal and Amendment No. 2 with MGT of America Consulting

# COUNTY OF MONTEREY STANDARD AGREEMENT (NOT TO EXCEED \$100,000)

| This <b>Agreement</b> is made by and between the County of Monterey, a political subdivision of the |   |
|-----------------------------------------------------------------------------------------------------|---|
| State of California (hereinafter "County") and:                                                     |   |
| MGT of America Consulting, LLC                                                                      | 9 |
| (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 State Mandate Claiming Services to the applicable County departments that have incurred costs with mandates generated by the State of California.

# 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 \$\_42,500.00\_\_\_\_.

### 3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from <u>December 10, 2018</u> to <u>June 30, 2019</u>, 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

# 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 <u>not</u> 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 <u>Insurance Coverage Requirements:</u> 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:

<u>Commercial General Liability Insurance</u>, 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

Agreement ID: MGT 18-19 NTE \$42,500 12/10/18-6/30/19 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 <u>provide an</u> <u>endorsement naming the County of Monterey, its officers, agents, and employees as</u> <u>Additional Insureds</u> with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that <u>such insurance</u> <u>is primary</u> insurance to any insurance or self-insurance maintained by the County and that the insurance of <u>the Additional Insureds shall not be called upon to contribute</u> 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

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- CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 <u>County Records.</u> 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.

6 of 10

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:                                       |
|---------------------------------------------------|-------------------------------------------------------|
| Burcu Mousa, Chief Deputy Auditor-Controller      | J. Bradley Burgess                                    |
| Name and Title                                    | Name and Title                                        |
| 168 W Alisal Street, Floor 3<br>Salinas, CA 93901 | 2251 Harvard Street, Ste. 134<br>Sacramento, CA 95815 |
| Address                                           | Address                                               |
| 831-755-5089                                      | 916-443-3411                                          |
| Phone                                             | Phone                                                 |

#### 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 <u>Conflict of Interest.</u> 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 <u>Amendment.</u> This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 <u>Waiver</u>. 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 <u>Contractor.</u> 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 <u>Disputes.</u> CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 <u>Assignment and Subcontracting.</u> 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 <u>Successors and Assigns.</u> 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 <u>Compliance with Applicable Law.</u> The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 <u>Headings</u>. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 <u>Time is of the Essence.</u> 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 <u>Non-exclusive Agreement.</u> 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 <u>Counterparts.</u> 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 <u>Authority.</u> 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 <u>Integration.</u> 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 <u>Interpretation of Conflicting Provisions.</u> 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------

Revised 09/28/12

#### 16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

|             | COUNTY OF MONTEREY                       |       | CONTRACTOR                                                                   |
|-------------|------------------------------------------|-------|------------------------------------------------------------------------------|
| By:         | Contracts/Purchasing Officer             |       | MGT of America Consulting, LLC Contractor's Business Name*                   |
| Date:       | 20 Acc 2018                              |       |                                                                              |
| Ву:         | Department Head (if applicable)          | Ву:   | (Signature of Chair, President, or Vice-President)*                          |
| Date:       |                                          |       | J. Bradley Burgess Executare UT                                              |
| Approved as | to Form <sup>1</sup>                     |       | Name and Title                                                               |
| By:         | Mart County Counsel                      | Date: | 17-3-18                                                                      |
| Date:       | 12/19/18                                 | By:   | (Signature of Secretary Asst. Secretary, CFO, Treasurer of Asst. Treasurer)* |
| Approved as | to Fiscal Provisions <sup>2</sup>        | 1     |                                                                              |
| Ву:         | 2/10/2018 ////Loca<br>Auditor/Controller |       | Name and Title                                                               |
| Date:       |                                          | Date: | 12/6/18                                                                      |
|             |                                          |       |                                                                              |
| Approved as | to Liability Provisions <sup>3</sup>     |       |                                                                              |
| By:         | Pick Modernment                          |       |                                                                              |
| Date:       | Risk Management                          |       |                                                                              |
|             |                                          |       |                                                                              |

\*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.

<sup>&</sup>lt;sup>1</sup>Approval by County Counsel is required

<sup>&</sup>lt;sup>2</sup>Approval by Auditor/Controller is required

<sup>&</sup>lt;sup>3</sup>Approval by Risk Management is required only if changes are made in sections 7 or 8

The SCOPE OF WORK includes but is not limited to the following:

#### 1) <u>Annual Cost Reimbursement Claims for State of California Mandated Local</u> Programs

- a) The Contractor who is awarded this contract shall prepare, submit, and file, on the County's behalf, the annual cost reimbursement claims for the State of California mandated local programs no later than February 15<sup>th</sup> of contract year.
- b) Contractor shall prepare, submit, and file all new or first-time applicable actual and estimated cost reimbursement claims for state mandated local programs for which SCO claiming instructions are issued, in accordance with submission deadlines detailed in the parameters and guidelines (P's & G's) adopted by the Commission on State Mandates (CSM)
- c) Establish schedule and approach for completion of all new and annual cost reimbursement claims.
- d) Identify new claims that are expected to become mandated programs. Provide descriptions of these claims and data collection needs to the appropriate County Department/Office and the SB-90 Coordinator at the Auditor-Controller's Office.
- e) Submit annual claims and required documentation with the State Controller's Office in a timely fashion and in all cases before the submission deadline.
- f) Provide the County with copies of all submitted claims and documentation from the State Controller's Office, showing proof of timely filing and listing claim and amount.
- g) Assist the County in establishing source documentation standards to support its claims.

#### 2) Test Claims for State Mandated Local Programs

Contractor shall coordinate with the County and lead efforts in filing any and all County test claims, and manage the process once submitted to the CSM for final consideration. Contractor shall coordinate with the County in responding to all test claim filings; attend all prehearing conferences and hearings of the CSM; respond to inquiries by, and discussion with the SCO; and prepare and file associated reimbursement claims, if applicable.

#### 3) Serve as County Liaison

Under the County's direction, the Contractor shall serve as the County's liaison in all related matters with the SCO and the CSM, and provide County staff copies/reports of these communications. The Contractor shall assist the County in responding to desk reviews or field audits by the State Controller.

#### 7) Records and Retention

All documentation, including but not limited to, mailings, composition, reports, electronic media maintained by the Contractor under an agreement with this County, shall be deemed property of the County. Contractor shall not dispose of such documents or media without the expressed written consent of the County. At the County's discretion, the Contractor may retain such documents at its place of business or other location, but must be provided to the County upon request, and relinquished to the County at the conclusion of the contract.

#### 8) Prepare Indirect Cost Rate Proposals (ICRPs)

Contract shell prepare IRCPs for all claiming departments for all applicable fiscal years. The ICRPs should be prepared in accordance with the provisions of Federal Office of Management and Budget Rules and Regulations 2-CFR-Part 225 (formerly OMB A-87, Cost Principles for Grants to State and Local Governments), for all reimbursable state mandated programs to be claimed, and for applicable years to be claimed. Documentation to support the indicated cost rate must be submitted with the claim.

Payment provisions will be in accordance with Section 6.0 of County Standard Agreement. Travel costs will be in accordance with the Monterey County Travel and Business Expense Reimbursement Policy.



### Monterey County Board of Supervisors

168 West Alisal Street, 1st Floor Salinas, CA 93901 831,755,5066

#### **Board Order**

#### Agreement No. A-14469, Amendment No. 1

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

- a. Approve and authorize the Auditor-Controller to execute Amendment No. 1 with MGT of America Consulting, LLC, for State-Mandated Programs' cost claiming services adding \$85,000 for revised total of \$127,500 and extending the term for an additional two years from December 10, 2018 to June 30, 2021; and
- b. Approve and authorize the Auditor-Controller to execute three (3) future amendments that do not exceed a five percent (5%) or a \$2,125 increase of the original Agreement amount and do not significantly alter the scope of services.

PASSED AND ADOPTED on this 23rd day of July 2019, by the following vote, to wit:

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

NOES: None ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 23, 2019.

Dated: July 23, 2019 File ID: 19-0569 Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Joel G. Pablo, Deputy

# AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & MGT OF AMERICA CONSULTING, LLC

)

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of SB90 State-Mandate claiming services by and between MGT of America Consulting, LLC, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's exercise of the option to extend for up to two (2) additional years; and,

WHEREAS, the County and CONTRACTOR have negotiated the charges for services to remain static;

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

- 1. Paragraph 2, "PAYMENT PROVISIONS", shall be amended by removing "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$42,500.00" and replacing it with "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$127,500.00.
- 2. Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing "The term of this Agreement is from December 10, 2018 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 December 10, 2018 to June 30, 2021 unless sooner terminated pursuant to the terms of this Agreement".
- 3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
- 4. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated December 10, 2018.

This space left blank intentionally

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

| MONTEREY COUNTY /                    | CONTRACTOR                                                                        |
|--------------------------------------|-----------------------------------------------------------------------------------|
| Contracts/Purchasing Officer         | By: Signature of Chair, President, or Vice-President                              |
| Dated: 8/1/19                        | TREY TRAVERSA CEO  Printed Name and Title                                         |
| Approved as to Fiscal Provisions.    | Dated: $7 - 24 - 19$                                                              |
| Deputy Auditor Controller            | Du D                                                                              |
| Dated: 7 JO JO                       | By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)* |
| Approved as to Liability Provisions: | J. Branley Burgess, Executive Vice<br>Printed Name and Title Presided             |
| Risk Management                      | Dated: 7-24-19                                                                    |
| Dated:                               |                                                                                   |
| Approved as to Form                  |                                                                                   |
| Deputy County Counsel                |                                                                                   |
| Dated: 7/30/19                       |                                                                                   |

\*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.

# RENEWAL AND AMENDMENT NO. 2 TO THE SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND MGT OF AMERICA CONSULTING, LLC FOR

#### STATE MANDATED PROGRAMS COST CLAIMING SERVICES

This Renewal and Amendment No. 2 to the County of Monterey, Agreement for Services ("Agreement") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and MGT of America, LLC (hereinafter "CONTRACTOR"); (collectively, the County and CONTRACTOR are referred to as the "Parties").

#### **RECITALS**

**WHEREAS**, the County of Monterey on behalf of the Auditor-Controller and MGT of America, LLC had previously entered into an Agreement on December 20, 2018, for the provision of state mandate claiming services, with a one year term and a total Agreement amount not to exceed \$42,500; and

**WHEREAS**, effective August 1, 2021, the parties entered into Amendment No. 1, extending the agreement term to June 30, 2021 and increasing the not to exceed amount to \$127,500; and

WHEREAS, the Agreement expired on June 30, 2021: and

**WHEREAS**, the Parties wish to renew and amend the Agreement on the same or similar terms, allowing services to continue with no change in scope beginning July 1, 2021, extending the term by three years, and adding \$131,363 to the total liability of the Agreement.

#### **AGREEMENT**

**NOW THEREFORE**, the Parties agree as follows:

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

1. **Paragraph 2.01**. Paragraph 2.01 shall be amended and replaced in its entirety as follows:

"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 \$258, 863."

Renewal & Amendment No. 2 to Agreement with MGT of America, LLC for State Mandated Program Claiming Services **2.** <u>Paragraph 3.01</u>, <u>TERM OF AGREEMENT</u>. Paragraph 3.01, TERM OF AGREEMENT, shall be amended and replaced in its entirety as follows:

"The term of this Agreement is from December 10, 2018 to June 30, 2024 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. If there is conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 2, the provisions of this Renewal and Amendment No. 2 shall govern.
- 4. This Renewal and Amendment No. 2 is effective July 1, 2021.

This space left blank intentionally

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 2 as follows:

| COUNTY OF MONTEREY                   | CONTRACTOR                                     |
|--------------------------------------|------------------------------------------------|
|                                      | By:                                            |
| Contracts/Purchasing Officer         | Signature of Chair, President, or              |
|                                      | Vice-President                                 |
| Dated:                               |                                                |
|                                      | Printed Name and Title                         |
| Approved as to Fiscal Provisions:    |                                                |
|                                      | Dated:                                         |
| Deputy Auditor/Controller            |                                                |
|                                      | By:                                            |
| Dated:                               | (Signature of Secretary, Asst. Secretary, CFO, |
|                                      | Treasurer or Asst. Treasurer)*                 |
| Approved as to Liability Provisions: |                                                |
|                                      | Printed Name and Title                         |
| Di Livi                              | D 1                                            |
| Risk Management                      | Dated:                                         |
| Dated:                               |                                                |
| Approved as to Form:                 |                                                |
| Approved as to Form.                 |                                                |
|                                      |                                                |
| Senior Deputy County Counsel         |                                                |
| Dated:                               |                                                |

#### \*INSTRUCTIONS:

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

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership.

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

Renewal & Amendment No. 2 to Agreement with MGT of America, LLC for State Mandated Program Claiming Services



#### **Monterey County**

#### Item No.34

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

**September 14, 2021** 

#### **Board Report**

Legistar File Number: A 21-483

Introduced: 8/23/2021 Current Status: General Government -

Consent

Version: 1 Matter Type: BoS Agreement

a. Approve and authorize the Contracts Purchasing Officer or designee to execute the first amendment to the Time of Use Agreement number 080121001 between the County and Procure America for the Time of Use Optimization Study implementation adding \$250,000 for a revised not to exceed amount of \$350,000 with no change to the term to be paid for out of Public Works, Parks, & Facilities, Utilities Unit 8182 over 5 years from savings resulting from the time of use study.

#### **RECOMMENDATION:**

It is recommended that the Board of Supervisors:

a) Approve and authorize the Contracts Purchasing Officer or designee to execute the first amendment to the Time of Use Agreement number 080121001 between the County and Procure America for the Time of Use Optimization Study implementation adding \$250,000 for a revised not to exceed amount of \$350,000 with no change to the term to be paid for out of Public Works, Parks, & Facilities, Utilities Unit 8182 over 5 years from savings resulting from the time of use study;

#### **SUMMARY**:

On August 21, 2020, Procure America conducted a Tariff Rate Optimization Study for the County of Monterey pursuant to an under \$100,000 contract executed by the CAO's office. The study results were presented to the Budget Committee on September 30, 2020. The study predicted a potential savings to the County of approximately \$868,000 over 5 years. This savings will be realized through the removal of the User Utility Tax on 10 County meters and by short- and long-term electricity rate optimization on additional meters. The Procure America contract is a "shared in savings" model, where the County splits verified savings with the vendor 70/30 for 5 years. Due to the study indicating higher savings than originally anticipated, the cost to the vendor will exceed \$100,000 over the lifetime of the contract. Consequently, staff is returning to the Board for authorization to execute an amended contract, a process contemplated by the initial contract. When staff presented the study results to the Budget Committee in September 2020, staff explained that internal accounting issues needed to be resolved before the contract could be amended. A proposal for resolving those issues is presented below.

#### DISCUSSION:

Based upon both the Time of Use Rate Optimization study and the work conducted by Procure America, the County received a refund of \$114,000 for a User Utility Tax (UUT) that the County was

erroneously charged in FY 2020-21. Because the UUT was originally paid from the utilities budget unit in Public Works, Facilities and Parksand charges were spread over multiple utility meters used by multiple departments, the refund was deposited to the utilities budget unit. Due to accounting rules, 75% (\$85,500)of the refund amount was credited to FY 2020-21 and 25% (\$28,500) to FY 2021-22. Staff is proposing to use a majority of the refund applied to FY 2020-21 to cover expenses related to this study in the FY 2020-21 year. Expenses due to the vendor for FY 2020-21 are estimated at approximately \$75,000.

If staff's proposal is approved, the impact to the departments related to the refund and contract payment will be reflected two years in arrears because Utilities Unit 8182 is a Central Services Department and is partially reimbursed through the COWCAP.

In FY 2020-21 the Time of Use contract payments will not cause a cash flow problem because the County has received an upfront refund of \$114,000 that can be used to pay the vendor for expenses incurred in the first year. In FY 2021-22 and subsequent fiscal years, payments to the vendor are estimated at \$50,000 per year. These payments will be funded by savings genearated by the Rate Optimization program which estimates \$140,000 in annual savings.

Overall, The Sustainability Program has a goal of reducing energy use in buildings by 15% on a square footage basis by 2030. This equates to a reduction of about \$750,000 annually in efficiency measures alone. The County and State have targets to reduce emissions by 40% from 1990 levels by 2030. This program is just one example of opportunities that the County can use to reduce emissions and save money. However, because utilities is housed in a central service department, reconciling these expenses requires additional staff time and prevents a fast-acting and streamlined operations experience for County staff in both finance and project management. Including the vendor cost in the utilities' reported cost is one way to ensure the unit is able to cover expenses. Another option would be to consider an Energy Savings and Sustainability Fund, a concept that staff is researching.

#### OTHER AGENCY INVOLVEMENT:

PWFP, Finance, Auditor Controller

#### FINANCING:

The Rate Optinization Program estimates annual savings of \$140,000 with the majority of the savings coming from the County not having the pay for Utility User Taxes which were charged to the County in error. A UUT refund of \$114,000 was received in FY 2020-21 and deposited into the General Fund, Fund 001, RMA Department 3000, Utilities Unit 8182, Appropriation Unit RMA098. The funds which would have been used to pay for these costs will be used to pay Procure America for services to secure the refund and efforts to reduce expenses for County utilities. No additional appropriations are required.

#### **BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The Sustainability Program is designed to support the environmental, social, and economic well-being of the County. This study is intended to provide an opportunity for the County to leverage refunds and reduce energy costs to the County by optimizing rates.

Procure America Contract- over \$100K

| Economic Development                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| _X_ Administration                                                                                                                                             |
| _X_Health & Human Services                                                                                                                                     |
| _X_ Infrastructure                                                                                                                                             |
| Public Safety                                                                                                                                                  |
| Prepared by: Ashley Paulsworth, Sustainability Program Manager, x 5344<br>Approved by: Nicholas E. Chiulos, Assistant County Administrative Officer, Ext. 5145 |
| Attachments:                                                                                                                                                   |
| Staff Report                                                                                                                                                   |
| Monterey County Utilities Enterprise Strategic Plan Report                                                                                                     |



#### **Monterey County**

#### Item No.

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

September 14, 2021

#### **Board Report**

Legistar File Number: 21-732

Introduced: 8/23/2021 Current Status: Agenda Ready

Version: 1 Matter Type: General Agenda Item

a) Approve and authorize the Contracts Purchasing Officer or designee to execute the first amendment to the Time of Use Agreement number 080121001 between the County and Procure America for the Time of Use Optimization Study implementation adding \$250,000 for a revised not to exceed amount of \$350,000 with no change to the term to be paid for out of Public Works, Parks, & Facilities, Utilities Unit 8182 over 5 years from savings resulting from the time of use study;

#### RECOMMENDATION:

It is recommended that the Board of Supervisors:

a) Approve and authorize the Contracts Purchasing Officer or designee to execute the first amendment to the Time of Use Agreement number 080121001 between the County and Procure America for the Time of Use Optimization Study implementation adding \$250,000 for a revised not to exceed amount of \$350,000 with no change to the term to be paid for out of Public Works, Parks, & Facilities, Utilities Unit 8182 over 5 years from savings resulting from the time of use study;

#### **SUMMARY**:

On August 21, 2020, Procure America conducted a Tariff Rate Optimization Study for the County of Monterey pursuant to an under \$100,000 contract executed by the CAO's office. The study results were presented to the Budget Committee on September 30, 2020. The study predicted a potential savings to the County of approximately \$868,000 over 5 years. This savings will be realized through the removal of the User Utility Tax on 10 County meters and by short- and long-term electricity rate optimization on additional meters. The Procure America contract is a "shared in savings" model, where the County splits verified savings with the vendor 70/30 for 5 years. Due to the study indicating higher savings than originally anticipated, the cost to the vendor will exceed \$100,000 over the lifetime of the contract. Consequently, staff is returning to the Board for authorization to execute an amended contract, a process contemplated by the initial contract. When staff presented the study results to the Budget Committee in September 2020, staff explained that internal accounting issues needed to be resolved before the contract could be amended. A proposal for resolving those issues is presented below.

#### DISCUSSION:

Based upon both the Time of Use Rate Optimization study and the work conducted by Procure America, the County received a refund of \$114,000 for a User Utility Tax (UUT) that the County was

erroneously charged in FY 2020-21. Because the UUT was originally paid from the utilities budget unit in Public Works, Facilities and Parksand charges were spread over multiple utility meters used by multiple departments, the refund was deposited to the utilities budget unit. Due to accounting rules, 75% (\$85,500)of the refund amount was credited to FY 2020-21 and 25% (\$28,500) to FY 2021-22. Staff is proposing to use a majority of the refund applied to FY 2020-21 to cover expenses related to this study in the FY 2020-21 year. Expenses due to the vendor for FY 2020-21 are estimated at approximately \$75,000.

If staff's proposal is approved, the impact to the departments related to the refund and contract payment will be reflected two years in arrears because Utilities Unit 8182 is a Central Services Department and is partially reimbursed through the COWCAP.

In FY 2020-21 the Time of Use contract payments will not cause a cash flow problem because the County has received an upfront refund of \$114,000 that can be used to pay the vendor for expenses incurred in the first year. In FY 2021-22 and subsequent fiscal years, payments to the vendor are estimated at \$50,000 per year. These payments will be funded by savings genearated by the Rate Optimization program which estimates \$140,000 in annual savings.

Overall, The Sustainability Program has a goal of reducing energy use in buildings by 15% on a square footage basis by 2030. This equates to a reduction of about \$750,000 annually in efficiency measures alone. The County and State have targets to reduce emissions by 40% from 1990 levels by 2030. This program is just one example of opportunities that the County can use to reduce emissions and save money. However, because utilities is housed in a central service department, reconciling these expenses requires additional staff time and prevents a fast-acting and streamlined operations experience for County staff in both finance and project management. Including the vendor cost in the utilities' reported cost is one way to ensure the unit is able to cover expenses. Another option would be to consider an Energy Savings and Sustainability Fund, a concept that staff is researching.

#### OTHER AGENCY INVOLVEMENT:

PWFP, Finance, Auditor Controller

#### FINANCING:

The Rate Optinization Program estimates annual savings of \$140,000 with the majority of the savings coming from the County not having the pay for Utility User Taxes which were charged to the County in error. A UUT refund of \$114,000 was received in FY 2020-21 and deposited into the General Fund, Fund 001, RMA Department 3000, Utilities Unit 8182, Appropriation Unit RMA098. The funds which would have been used to pay for these costs will be used to pay Procure America for services to secure the refund and efforts to reduce expenses for County utilities. No additional appropriations are required.

#### **BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The Sustainability Program is designed to support the environmental, social, and economic well-being of the County. This study is intended to provide an opportunity for the County to leverage refunds and reduce energy costs to the County by optimizing rates.

| Economic Development                                                                 |
|--------------------------------------------------------------------------------------|
| <u> </u>                                                                             |
| _X_ Administration                                                                   |
| _X_Health & Human Services                                                           |
| X Infrastructure                                                                     |
| Public Safety                                                                        |
| Prepared by: Ashley Paulsworth, Sustainability Program Manager, x 5344               |
| Approved by: Nicholas E. Chiulos, Assistant County Administrative Officer, Ext. 5145 |
| DocuSigned by:                                                                       |
| Attachments: Margan Ruiz-Ignalio on behalf of Nicholas E. Chiulos                    |
| Staff Report 55FC2C51ABF84E9                                                         |
| Monterey County Utilities Enterprise Strategic Plan Report  9/7/2021   8:50 AM PDT   |
| Procure America Contract- over \$100K                                                |

## AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT COUNTY OF MONTEREY & PROCURE AMERICA

**THIS AMENDMENT** is made to the AGREEMENT for Time of Use Rate Optimization Study implementation services by and between **PROCURE AMERICA**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to add additional services and to increase the total amount of the AGREEMENT due to the addition of services.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

- 1. Section 2., "PAYMENTS BY THE COUNTY" shall be amended by removing, "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000." and replacing it with "The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$350,000"
- 2. EXHIBIT A Scope of Services shall be amended by amending services as per EXHIBIT A1 Revised per Amendment #1 attached hereto.
- 3. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on July 7, 2020.

This space left blank intentionally

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT on the day and year written below.

| MONTEREY COUNTY                      | CONTRACTOR                                     |
|--------------------------------------|------------------------------------------------|
|                                      | RyFred                                         |
| Contracts/Purchasing Officer         | Signature of Chair, President, or              |
| 6                                    | Vice-President                                 |
| Dated:                               | Fred CEO                                       |
|                                      | Printed Name and Title                         |
| Approved as to Fiscal Provisions:    | 8/23/2021   10:19 AM PDT<br>Dated:             |
|                                      | DocuSigned by:                                 |
| Deputy Auditor/Controller            | Butred                                         |
| Dated:                               | (Signature of Secretary, Asst. Secretary, CFO, |
|                                      | Treasurer or Asst. Treasurer)*                 |
| Approved as to Liability Provisions: | Fred secretary                                 |
|                                      | Printed Name and Title                         |
| Risk Management                      | Dated:                                         |
| Dated:                               | _                                              |
| Approved as to Form:                 |                                                |
|                                      | _                                              |
| Deputy County Counsel                |                                                |
| Dated:                               |                                                |

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

#### **EXHIBIT-A 1**

# To Agreement by and between CAO hereinafter referred to as "County" AND

#### PROCURE AMERICA hereinafter referred to as "CONTRACTOR"

#### **Scope of Services / Payment Provisions**

#### A. SCOPE OF SERVICES

- **A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
- INTRODUCTION: Contractor shall provide County with two separate program option (Basic and Basic Plus) for Cost Recovery and Expenses Reduction Services under this Scope of Services for obtaining cost savings/refunds through audits and assessments relating to billing invoices and taxes. Contractor shall review, audit, and implement applicable billing rates amongst all County accounts in an effort to provide Cost Recovery and Reduction Services.

In an effort to reduce current billing costs and ensure all rates are secured and correct amongst service providers, Contractor will provide to the County expertise in billing audits with the primary goal of cost reduction. Contractor will review and audit in depth County accounts to recover overpayment and correct billing rates, calculation methods and tariffs including taxes.

The County has multiple contracts with service providers for supply of the following:

- Utilities
- Waste & Recycling
- Telecommunications
- Document Management
- Treasury Services
- Shipping & Logistics

#### II. PROGRAM OPTIONS:

- A. Basic Program BILL AUDIT (Contract to invoice compliance review):
  - 1. In this service Contractor shall conduct a review of the target expense category's supplier contract with the "County" to outline the cost structures, terms and conditions.

- 2. Contractor would then deliver a report back to "County" with their findings and subsequent recovery plan.
- 3. In the event that Contractor identifies billing or contract errors, Contractor would work with the "County" and the supplier to rectify the discrepancy and settle the account accordingly.

#### B. Basic Plus Program: - Enterprise Strategic Plan(ESP):

- 1. This program includes all the services outlined in the "Basic Program" and the creation of a custom strategic sourcing program that is designed to support the "County's" short, medium and long term goals as it pertains to the subject expense category(s).
  - a. The specific areas of focus in an ESP are:
    - i. Service Level Management
    - ii. Complete service and or equipment inventory
    - iii. Expense Transparency
    - iv. Vendor Administration
    - v. RFP and or Solicitation Support
    - vi. Net Cost Reduction
    - vii. Implementation of ESP
    - viii. Manage Institutional Change Migration
- 2. ESP report would outline the go forward strategic plan, action steps, deliverable milestones and program outcome

All written reports required under this Agreement must be delivered to Sustainability Program Manager County's Contract Manager, in accordance with the schedule above.

#### III. GENERAL CONTRACTOR REQUIREMENTS:

- A. Upon County request, Contractor will conduct deep dive analytics (Basic and Basic Plus-ESP).
- B. Contractor shall use its' best efforts to obtain cost savings/refunds for County's benefit by analyzing County's policies, procedures, service provider contracts, past invoices and other pertinent information as it relates to the above selected expense categories set for review (Basic and Basic Plus-ESP).
- C. Contractor will further gather information as to County's needs (past and present) from County's service providers so as to build a solution that not only lowers cost, but also matches County's operational requirements and expectations (Basic Plus-ESP).
- D. Contractor will provide progress reports throughout the audit review, designated deliverable dates will be determined based on review timeline (Basic Plus-ESP).
- E. After analyzing County current spending patterns, Contractor shall provide County with a strategic sourcing report outlining Contractor's observations and recommendations. Contractor's report will include a review of operations, cost reduction recommendations and potential service level enhancements. Contractor will educate County designated staff on best practices related to the applicable review (Basic Plus-ESP).
- F. Contractor will review County's invoicing and deliverables to ensure accountability by County's service providers with respect to the spirit and intent of the Contract between County and the third party service provider. The review will take into account service types, levels, cost controls and overall County satisfaction (Basic and Basic Plus-ESP).
- G. Contractor will continue ongoing services with County to anticipate changes in service needs to ensure that the proper service provider, contract and procedures are in place to address County's go forward requirements (Basic Plus-ESP).
- H. Contractor report will include a full catalogue of all meters and accounts surveyed and will document the Established Rates for each service or product chosen for review and outline the methodology for Contractor's findings. County and Contractor will discuss, agree and document the Established Rates for the targeted service or product (Basic Plus-ESP).
- I. Contractor may discover over billing, credits, rebates, ongoing savings or other sources of revenue. This income is to be considered expense reduction for purposes of this Contract and will be accounted for in the same manner as the expense reduction savings (Basic and Basic Plus-ESP).
- J. Contractor may have the ability to recover rebates or other compensation by service providers. Contractor shall disclose this compensation to the County and both Parties

- shall share this revenue as savings, in accordance with "Payment Provisions", after revenue is received by the County (Basic and Basic Plus-ESP).
- K. It may be necessary to institute cost reduction strategies within a specific expense category in stages. If this occurs, and upon County approval, each stage of implementation will be viewed with its' own billing cycle (Basic Plus-ESP).
- L. Contractor acknowledges that all information supplied by County shall be kept confidential. Contractor, its subcontractors, employees, or agents shall not disclose such information to any third parties other than Contractor's subcontractors, employees, or agents on a need-to-know basis for the purpose of Contract performance and to other third parties as required for providing services under this Contract. Contractor shall not use any information, documents, or data provided by County for any proprietary purposes and shall not copy, sell, exchange, disclose, or provide to others, or use any information, documents, or data reasonably related to this Contract for its own proprietary interests (Basic and Basic Plus-ESP).
- M. Contractor shall perform all Cost Recovery and Reduction Services required under this Contract in conformity with professional standards, and shall provide qualified personnel (licensed, if applicable) to meet such standards (Basic and Basic Plus-ESP).
- N. Ownership of County Data Contractor acknowledges and agrees that all information supplied by County to Contractor (hereinafter, "County Data") shall remain the property of County. The County Data shall not be used by Contractor other than in connection with providing the services pursuant to this Contract. County Data shall not be disclosed, sold, assigned, leased or otherwise provided to third parties by Contractor, or commercially exploited by or on behalf of Contractor, its employees, officers, agents, subcontractors, invitees, or assigns in any respect. Contractor shall not delete or destroy any County Data or media on which County Data resides without prior written authorization of County. At no cost to County, Contractor shall, upon County request, promptly return to County, in the format and on the media in use as of the date of the request, any and all requested portion of any County Data it may possess or control as well as all work product including exploratory information (Basic and Basic Plus-ESP).
- O. It shall be Contractor's responsibility to ensure compatibility of County's data files and transmittal medium to Contractor's computer system. Contractor shall bear all costs, if necessary, for data conversion to make County's computer system compatible with that of Contractor's and any incidental costs related to the data transfer. Contractor shall promptly inform County of any problems and/or issues with any data conversion or transfer of County's data files (Basic and Basic Plus-ESP).
- P. Contractor is responsible for ensuring that all transmittals to County are compatible with County's ability to record and read such data. Any and all corrupted or otherwise defective data shall be replaced by Contractor at no cost, additional or otherwise, to County (Basic and Basic Plus-ESP).
- Q. During the review, Contractor shall notify the County of any compliance concerns

- with current and upcoming applicable laws related to provider services (specified in I.1-6 above); this shall be part of the review (Basic Plus-ESP).
- R. During the term of this Contract, Contractor understands that despite Contractor(s) recommendations, suggestions, potential suppliers and other recommendations; County has the right not to proceed with any or all said recommendations (Basic and Basic Plus-ESP).

## II. COUNTY'S REQUIREMENTS FOR BOTH PROGRAMS BASIC AND BASIC PLUSESP:

- A. County shall provide all required documents, invoices, contracts and staff consultation time to Contractor in order to conduct the expense reduction review.
- B. During the review process, County, to the best of its ability, will not renegotiate, amend or extend in place contracts or introduce operational procedures/changes that will effect cost/pricing and or contractual obligations of the County to the service provider.

#### III. SAVINGS/REFUND VERIFICATION DOCUMENTATION:

A. Contractor will submit monthly or at County's discretion verifiable documentation that the correction/retroactive refund/credit/recommendation has been accomplished and savings were implemented. A detailed explanation of savings will be presented by Contractor to clarify and further corroborate the calculated savings (Basic and Basic Plus-ESP). Those savings shall be "unbundled" meaning transmission and demand charges shall be presented separately from generation charges. Any savings that occur due to changes in Central Coast Community Energy rates that the County would otherwise have automatically been enrolled in will not be shared with the Contractor.

#### **PAYMENT PROVISIONS**

I. COMPENSATION: This is a usage Contract between County and Contractor to provide Cost Recovery and Reduction Services, as needed and as set forth in Exhibit A, "Scope of Services."

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. There will be no up-front fees and Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Services. County shall have no obligation to pay any sum in excess of the Fee specified herein below unless authorized by amendment in accordance with Articles "C" and "P" of the County Contract Terms and Conditions.

**II. PRICING:** County will pay fees at the following percentage rate of cost savings/refunds, per audit review, after County approves and receives Contractor recommendations in accordance with the provisions of this Contract.

#### 1. COST REDUCTION AND RECOVERY SERVICE FEES\*:

A. BASIC PROGRAM – REVIEW LEVEL: Bill Audit

30 % of actual cost recovered each month, for twelve (12) consecutive months.

B. BASIC PLUS PROGRAM – REVIEW LEVEL: Enterprise Strategic Plan

**30** % if the County elects to commission an Enterprise Strategic Plan (ESP) for the targeted expense category(s) for sixty (60) consecutive months.

\*Fees will be paid based on the cost savings/refunds identified by the Contractor and approved by the County.

- **III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of this Contract. All price decreases will automatically be extended to the County.
- IV. FIRM DISCOUNT AND PRICING STRUCTURE: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- **V. INVOICING INSTRUCTIONS:** The Contractor shall submit invoices to County on Contractor's letterhead. Each invoice shall have a unique number and shall include, at minimum, the following information:
  - A. Contractor's name and address (as specified in this Contract)
  - B. Contractor's remittance address, if different from (A), above

PROCURE AMERICA Amendment #1 to Agreement Page 9 of 10

- C. Name of County department/contact person
- D. Contract number (PO, CT or MA Number) must be referenced on all invoices
- E. Delivery/service address
- F. Service Date
- G. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
- H. Description of Services
- I. Total dollar amount of invoice

#### PAYMENT PROVISIONS

#### **B.1** COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$350,000 for the performance of <u>all things necessary</u> 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:

There shall be no travel reimbursement allowed during this Agreement.

#### B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

PROCURE AMERICA Amendment #1 to Agreement Page 10 of 10



#### **Monterey County**

#### Item No.35

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

**September 14, 2021** 

#### **Board Report**

Legistar File Number: RES 21-162

Introduced: 8/31/2021 Current Status: General Government -

Consent

Version: 1 Matter Type: BoS Resolution

#### Adopt a Resolution to:

a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to retitle the classification of Senior Deputy County Counsel to Chief Deputy County Counsel and adjust the salary range as indicated in Attachment A effective September 11, 2021;

- b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to adjust the salary range of the Chief Deputy Public Defender as indicated in Attachment A effective September 11, 2021;
- c. Direct the Human Resources Department to implement the changes in the Advantage HRM system.

#### RECOMMENDATION:

It is recommended that the Board of Supervisors adopts a Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to retitle the classification of Senior Deputy County Counsel to Chief Deputy County Counsel and adjust the salary range as indicated in Attachment A effective September 11, 2021;
- Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to adjust the salary range of the Chief Deputy Public Defender as indicated in Attachment A effective September 11, 2021;
- Direct the Human Resources Department to implement the changes in the Advantage HRM system.

#### **SUMMARY/DISCUSSION**:

The Human Resources Department conducted a base wage compensation study of the Deputy County Counsel classification series and found the benchmark classification was 12.26% below the average of the County's comparable agencies. Historically the Deputy County Counsel, Deputy District Attorney and Deputy Public Defender classification series have been tied in base wages. The Board of Supervisors approved the implementation of the 12.26% base wage adjustment for the three attorney groups Units D, E and G through labor negotiations effective July 31, 2021. The implementation caused compaction to occur where the Senior Deputy County Counsel base wage is now 0.48% lower and the Chief Deputy Public Defender base wage is now only higher by 1.15% than the attorney IV classifications they directly supervise.

Further analysis identified the Senior Deputy County Counsel, and the Chief Deputy Public Defender are equal in nature in the scope and complexity of the work performed while the Chief Deputy Public

Defender has a slightly higher base wage. To maintain consistency in the titling of classifications, it is recommended to retitle the Senior Deputy County Counsel to Chief Deputy County Counsel. To mitigate the compaction, it is further recommended to adjust the base wage of the Chief Deputy County Counsel by the same percentage as the attorney groups and to align the base wage of the Chief Deputy County County Counsel and Chief Deputy Public Defender to compensate both equitably.

#### OTHER AGENCY INVOLVEMENT:

**Economic Development** 

The Board of Supervisors Budget Committee, County Administrative Office, and Offices of County Counsel and Public Defender have reviewed and concur with the recommendations.

#### FINANCING:

The annualized salary and benefits increase for County Counsel Budget Unit 8057 - Fund 001 - Appropriation Unit COU001 is approximately \$90,400 for three (3) FTE. It is the intent to absorb the increase within existing appropriations and, if necessary, will bring forward a budget augmentation for consideration in the latter part of the fiscal year.

The annualized salary and benefits increase for Public Defender Budget Unit 8169 - Fund 001 - Appropriation Unit PUB001 is approximately \$100,500 and will be absorbed within the departments existing appropriations.

#### BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:

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

| X Administ     | tration                                          |  |  |  |
|----------------|--------------------------------------------------|--|--|--|
| Health &       | Human Services                                   |  |  |  |
| Infrastructure |                                                  |  |  |  |
| Public Sa      | afety                                            |  |  |  |
| Prepared by:   | Kim Moore, Assistant Director of Human Resources |  |  |  |
| Approved by:   | Irma Ramirez-Bough, Director of Human Resources  |  |  |  |
| Attachments:   |                                                  |  |  |  |
| Attachment A   |                                                  |  |  |  |
| Resolution     |                                                  |  |  |  |



#### **Monterey County**

Item No.

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

September 14, 2021

#### **Board Report**

Legistar File Number: RES 21-162

Adopt a Resolution to:

Introduced: 8/31/2021

Version: 1

Current Status: Agenda Ready

Matter Type: BoS Resolution

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to retitle the classification of Senior Deputy County Counsel to Chief Deputy County Counsel and adjust the salary range as indicated in Attachment A effective September 11, 2021;
- b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to adjust the salary range of the Chief Deputy Public Defender as indicated in Attachment A effective September 11, 2021;
- c. Direct the Human Resources Department to implement the changes in the Advantage HRM system.

#### RECOMMENDATION:

It is recommended that the Board of Supervisors adopts a Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to retitle the classification of Senior Deputy County Counsel to Chief Deputy County Counsel and adjust the salary range as indicated in Attachment A effective September 11, 2021;
- Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to adjust the salary range of the Chief Deputy Public Defender as indicated in Attachment A effective September 11, 2021;
- c. Direct the Human Resources Department to implement the changes in the Advantage HRM system.

#### SUMMARY/DISCUSSION:

The Human Resources Department conducted a base wage compensation study of the Deputy County Counsel classification series and found the benchmark classification was 12.26% below the average of the County's comparable agencies. Historically the Deputy County Counsel, Deputy District Attorney and Deputy Public Defender classification series have been tied in base wages. The Board of Supervisors approved the implementation of the 12.26% base wage adjustment for the three attorney groups Units D, E and G through labor negotiations effective July 31, 2021. The implementation caused compaction to occur where the Senior Deputy County Counsel base wage is now 0.48% lower and the Chief Deputy Public Defender base wage is now only higher by 1.15% than the attorney IV classifications they directly supervise.

Further analysis identified the Senior Deputy County Counsel, and the Chief Deputy Public Defender are equal in nature in the scope and complexity of the work performed while the Chief Deputy Public Defender has a slightly higher base wage. To maintain consistency in the titling of classifications, it is recommended to retitle the Senior Deputy County Counsel to Chief Deputy County Counsel. To mitigate the compaction, it is further recommended to adjust the base wage of the Chief Deputy County Counsel by the same percentage as the attorney groups and to align the base wage of the Chief Deputy County Counsel and Chief Deputy Public Defender to compensate both equitably.

Legistar File Number: RES 21-162

#### OTHER AGENCY INVOLVEMENT:

The Board of Supervisors Budget Committee, County Administrative Office, and Offices of County Counsel and Public Defender have reviewed and concur with the recommendations.

#### FINANCING:

The annualized salary and benefits increase for County Counsel Budget Unit 8057 - Fund 001 - Appropriation Unit COU001 is approximately \$90,400 for three (3) FTE. It is the intent to absorb the increase within existing appropriations and, if necessary, will bring forward a budget augmentation for consideration in the latter part of the fiscal year.

The annualized salary and benefits increase for Public Defender Budget Unit 8169 - Fund 001 - Appropriation Unit PUB001 is approximately \$100,500 and will be absorbed within the departments existing appropriations.

#### **BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:**

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

Economic Development
 Administration
 Health & Human Services
 Infrastructure
 Public Safety

Prepared by: Kim Moore, Assistant Director of Human Resources Approved by: Irma Ramirez-Bough, Director of Human Resources Kim Moore

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DocuSigned by:

I'Ma RamiNy-Bough

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Attachments: Attachment A Resolution

# Retitle Senior Deputy County Counsel to Chief Deputy County Counsel with salary range listed below:

| Classification Title: Chief Deputy County Counsel |            |            |            |            |            |            |       |   |      |      |    |       |
|---------------------------------------------------|------------|------------|------------|------------|------------|------------|-------|---|------|------|----|-------|
| Hourly, Bi-Weekly and Monthly Pay Rates           |            |            |            |            |            |            |       |   |      |      |    |       |
| Step 1                                            | Step 2     | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     |       |   |      | W/C* | BU | FLSA  |
|                                                   |            |            |            |            |            |            | Code  | * | Cat* |      |    | Code* |
| \$78.109                                          | \$82.404   | \$86.936   | \$91.718   | \$96.762   | \$101.600  | \$106.680  |       |   |      |      |    |       |
| \$6,248.70                                        | \$6,592.36 | \$6,954.92 | \$7,337.42 | \$7,740.95 | \$8,128.00 | \$8,534.40 | 39B25 | 4 | P    | 8810 | X  | Е     |
| \$13,539                                          | \$14,283   | \$15,069   | \$15,898   | \$16,772   | \$17,611   | \$18,491   |       |   |      |      |    |       |

<sup>\*</sup>provided for information purposes only

Adjust salary range of Chief Deputy Public Defender as listed below:

| Classification Title: Chief Deputy Public Defender |            |            |            |            |            |            |       |         |      |      |   |       |
|----------------------------------------------------|------------|------------|------------|------------|------------|------------|-------|---------|------|------|---|-------|
| Hourly, Bi-Weekly and Monthly Pay Rates            |            |            |            |            |            |            |       |         |      |      |   |       |
| Step 1                                             | Step 2     | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class | WG<br>* |      | W/C* |   | FLSA  |
|                                                    |            |            |            |            |            |            | Code  | *       | Cat* |      |   | Code* |
| \$78.109                                           | \$82.404   | \$86.936   | \$91.718   | \$96.762   | \$101.600  | \$106.680  |       |         |      |      |   |       |
| \$6,248.70                                         | \$6,592.36 | \$6,954.92 | \$7,337.42 | \$7,740.95 | \$8,128.00 | \$8,534.40 | 39P35 | 4       | P    | 8810 | X | Е     |
| \$13,539                                           | \$14,283   | \$15,069   | \$15,898   | \$16,772   | \$17,611   | \$18,491   |       |         |      |      |   |       |

<sup>\*</sup>provided for information purposes only

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

| Resolution No.:                                 | PPPR Control No. <u>21-014</u>         | ) |
|-------------------------------------------------|----------------------------------------|---|
|                                                 | HRM Control No. <u>21-012</u>          | ) |
| Adopts a Resolution to:                         |                                        | ) |
| a. Amend Personnel Policies and Practices Res   | olution (PPPR) No. 98-394 Appendix A   | ) |
| and B to retitle the classification of Senior D | eputy County Counsel to Chief Deputy   | ) |
| County Counsel and adjust the salary range      | as indicated in Attachment A effective | ) |
| September 11, 2021;                             |                                        | ) |
| b. Amend Personnel Policies and Practices Res   | olution (PPPR) No. 98-394 Appendix A   | ) |
| and B to adjust the salary range of the Chief   | Deputy Public Defender as indicated in | ) |
| Attachment A effective September 11, 2021       | ,                                      | ) |
| c. Direct the Human Resources Department to     | implement the changes in the           | ) |
| Advantage HRM system.                           | -                                      |   |

WHEREAS, The Human Resources Department conducted a base wage compensation study of the Deputy County Counsel classification series and found the benchmark classification was 12.26% below the average of the County's comparable agencies; and

WHEREAS, the implementation of the salary adjustments resulted in compaction with the Senior Deputy County Counsel and Chief Deputy Public Defender and the attorney IV classifications they directly supervise; and

WHEREAS, further analysis found that the Senior Deputy County Counsel and the Chief Deputy Public Defender are equal in nature in the scope and complexity of the work performed and retitling the Senior Deputy County Counsel to Chief Deputy County Counsel will provide consistency in the titling of classifications; and

WHEREAS, to mitigate the compaction issue it is recommended to adjust the salary ranges of the Senior Deputy County Counsel and the Chief Deputy Public Defender; and

WHEREAS, to implement the recommendations, the actions require the Personnel Policies and Practices Resolution No. 98-394 Appendix A and B to be amended; NOW, THEREFORE,

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

1. The Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B is amended to retitle the classification of Senior Deputy County Counsel to Chief Deputy County Counsel and the salary range is adjusted as indicated below effective September 11, 2021:

| Classification Title: Chief Deputy County Counsel |            |            |            |            |            |            |       |    |      |      |    |       |
|---------------------------------------------------|------------|------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
| Hourly, Bi-Weekly and Monthly Pay Rates           |            |            |            |            |            |            |       |    |      |      |    |       |
| Step 1                                            | Step 2     | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|                                                   |            |            |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$78.109                                          | \$82.404   | \$86.936   | \$91.718   | \$96.762   | \$101.600  | \$106.680  |       |    |      |      |    |       |
| \$6,248.70                                        | \$6,592.36 | \$6,954.92 | \$7,337.42 | \$7,740.95 | \$8,128.00 | \$8,534.40 | 39B25 | 4  | P    | 8810 | X  | Е     |
| \$13,539                                          | \$14,283   | \$15,069   | \$15,898   | \$16,772   | \$17,611   | \$18,491   |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

2. The Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B is amended to adjust the salary range of the Chief Deputy Public Defender as indicated below effective September 11, 2021:

| Classification Title: Chief Deputy Public Defender |            |            |            |            |            |            |       |   |      |      |    |       |
|----------------------------------------------------|------------|------------|------------|------------|------------|------------|-------|---|------|------|----|-------|
| Hourly, Bi-Weekly and Monthly Pay Rates            |            |            |            |            |            |            |       |   |      |      |    |       |
| Step 1                                             | Step 2     | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class |   |      | W/C* | BU | FLSA  |
|                                                    |            |            |            |            |            |            | Code  | * | Cat* |      |    | Code* |
| \$78.109                                           | \$82.404   | \$86.936   | \$91.718   | \$96.762   | \$101.600  | \$106.680  |       |   |      |      |    |       |
| \$6,248.70                                         | \$6,592.36 | \$6,954.92 | \$7,337.42 | \$7,740.95 | \$8,128.00 | \$8,534.40 | 39P35 | 4 | P    | 8810 | X  | E     |
| \$13,539                                           | \$14,283   | \$15,069   | \$15,898   | \$16,772   | \$17,611   | \$18,491   |       |   |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| 3.                | The Human Resources Dep HRM system. | artment is directed to in   | plement the changes in the Advantage                                                                     |
|-------------------|-------------------------------------|-----------------------------|----------------------------------------------------------------------------------------------------------|
| PAS<br>to-w       |                                     | isday of                    | , 2021, by the following vote,                                                                           |
| AYE<br>Noe<br>ABS |                                     |                             |                                                                                                          |
| herel             | * '                                 | is a true copy of an origin | County of Monterey, State of California, nal order of said Board of Supervisors  Book for the meeting on |
| Date              | d:                                  | 1 /                         | k of the Board of Supervisors<br>y, State of California                                                  |
|                   |                                     | Ву                          | , Deputy                                                                                                 |



# Item No.36

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

**September 14, 2021** 

# **Board Report**

Legistar File Number: 21-751

Introduced: 8/26/2021 Current Status: General Government -

Consent

Version: 1 Matter Type: General Agenda Item

Approve a request from the North County Recreation and Park District for dry period loan of \$200,000 for the Fiscal Year ending June 30, 2022.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

approve the attached dry period loan request from North County Recreation and Park District in the amount of \$200,000 for the Fiscal Year ending June 30, 2022.

#### SUMMARY:

Dry Period Loan requests are submitted by qualified special districts to meet current operating expenses and cash flow needs during the periods of time between property tax payment receipts.

#### DISCUSSION:

The North County Recreation and Park District has requested a temporary transfer of funds pursuant to the California Constitution, Article 16, Section 6. The attached request will enable the North County Recreation and Park District to meet current operating expenses pending receipt of property tax payments. The funds advanced may only be used to meet maintenance and operational expenses. No part of this loan may be invested. The amount advanced will be repaid with interest at a rate equivalent to the average rate of return currently earned on deposits in the County Treasury.

#### FINANCING:

The County Treasurer has certified that sufficient funds will be available in the County Treasury as of August 19, 2021, to finance the requested advance. The Auditor-Controller has certified that anticipated revenue in Fiscal Year 2021-22 will be sufficient to repay the temporary loan. The repayment will be December 2021 and April 2022.

#### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

To maintain emergency services in support of the community without interruption.

| Mark a check to the related Board of Supervisors Strategic Initiative |
|-----------------------------------------------------------------------|
|-----------------------------------------------------------------------|

| Economic Development    |
|-------------------------|
| Administration          |
| Health & Human Services |
| Infrastructure          |

# X Public Safety

Prepared by: Warner Howser, Accountant Auditor III, 755-5094

Approved by: Becky Gong, Chief Deputy Auditor-Controller, 755-5029

Attachments:

**Board Report** 

Request and Certification for Temporary Transfer of Funds

Special District Resolution



# Item No.

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

**September 14, 2021** 

# **Board Report**

Legistar File Number: 21-751

Introduced: 8/26/2021 Current Status: Agenda Ready

Version: 1 Matter Type: General Agenda Item

Approve a request from the North County Recreation and Park District for dry period loan of \$200,000 for the Fiscal Year ending June 30, 2022.

#### RECOMMENDATION:

It is recommended that the Board of Supervisors:

approve the attached dry period loan request from North County Recreation and Park District in the amount of \$200,000 for the Fiscal Year ending June 30, 2022.

# SUMMARY:

Dry Period Loan requests are submitted by qualified special districts to meet current operating expenses and cash flow needs during the periods of time between property tax payment receipts.

# DISCUSSION:

The North County Recreation and Park District has requested a temporary transfer of funds pursuant to the California Constitution, Article 16, Section 6. The attached request will enable the North County Recreation and Park District to meet current operating expenses pending receipt of property tax payments. The funds advanced may only be used to meet maintenance and operational expenses. No part of this loan may be invested. The amount advanced will be repaid with interest at a rate equivalent to the average rate of return currently earned on deposits in the County Treasury.

#### FINANCING:

The County Treasurer has certified that sufficient funds will be available in the County Treasury as of August 19, 2021, to finance the requested advance. The Auditor-Controller has certified that anticipated revenue in Fiscal Year 2021-22 will be sufficient to repay the temporary loan. The repayment will be December 2021 and April 2022.

#### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

To maintain emergency services in support of the community without interruption.

Mark a check to the related Board of Supervisors Strategic Initiatives

| Economic Development    |
|-------------------------|
| Administration          |
| Health & Human Services |
| Infrastructure          |

Legistar File Number: 21-751

X Public Safety

Prepared by: Warner Howser, Accountant Auditor III, 755-5094

Approved by: Becky Gong, Chief Deputy Auditor-Controller, 755-5029

DocuSigned by: W Warner Howser 10:15 AM PDT

327FD129A92F443...

DocuSigned by:

DFEFFE3746624B0...

9/3/2021 | 11:28 AM PDT

Attachments:

**Board Report** 

Request and Certification for Temporary Transfer of Funds

Special District Resolution

# Resolution 21-0616 Dry Period Loan For Fiscal Year 2021/2022

WHEREAS, the Board of Directors of North County Recreation and Park District find that, until its tax revenue is received, it will not have sufficient funds to pay its obligations incurred for maintenance purposes in the current fiscal year, and whereas its funds are in the custody of the Treasurer of the County of Monterey and are paid out solely through his/her office;

NOW THEREFORE BE IT RESOLVED THAT, pursuant to Article 13, Section 25 of the California Constitution, the Treasurer of the County of Monterey to make a temporary transfer to said district, from the funds in his/her custody, in the sum of \$200,000 which is necessary to provide funds for meeting obligations incurred for maintenance and operations purposes;

BE IT FURTHER RESOLVED THAT, General Manager, Alex López, is authorized and directed to make and sign a request for said transfer and to send a copy of the resolution to the County Treasurer.

Upon motion of Lori Miranda, seconded by Tamara Arellano the foregoing resolution is adopted June 16<sup>th</sup>, 2021 by the following vote:

AYES: 4 NOES: 0

ABSENT: 0

ABSTAIN: 0 VACANT: 1

## SECRETARY'S CERTIFICATE

I HEREBY CERTIFY that I am secretary and custodian of the records and files of the above-named district that the foregoing and annexed resolution is a full, true and correct dopy of a resolution duly passed by the governing board of said district at a regular meeting thereof duly held on June 16, 2021 and that said Resolution has not been modified, rescinded or superseded, and is still in full force and effect.

WITNESS my hand on June 16th, 2021.

Alex López, Board Secretary

# REQUEST AND CERTIFICATION FOR TEMPORARY TRANSFER OF FUNDS

(As allowed by California Constitution, Article 16, Section 6)

| To the Board of Supervisors<br>County of Monterey<br>Salinas, California                                                                                                                                                                                                                                |                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| invested, if granted. It is understood and agreed that this loan w                                                                                                                                                                                                                                      | tion purposes. No part of this loan will be will bear interest at a rate equivalent to the |
| average rate currently earned on deposits in the County Treasury                                                                                                                                                                                                                                        | 7.                                                                                         |
| FISCAL YEAR ENDED JUNE                                                                                                                                                                                                                                                                                  | 2 30, 2022                                                                                 |
| <ul> <li>I. Budgeted Maintenance Operations Expenditures:</li> <li>a. Salaries and Benefits</li> <li>b. Services and Supplies</li> <li>c. Total Budgeted Expenditures</li> </ul>                                                                                                                        | \$ 435,385.00<br>\$<br>\$                                                                  |
|                                                                                                                                                                                                                                                                                                         | Agency Representative                                                                      |
| (To be completed by Auditor-Contro  Anticipated Revenue  a. Taxes b. Money and Property c. Aid from Other Agencies d. Charges for Current Services e. Other Revenue f. Total Anticipated Revenue g. Less Revenue received to date h. Total revenue not received  Maximum Transfer Limit (85% of line h) | \$449,559 a.                                                                               |
| RUPA SHAH, CPA, Auditor-Controller                                                                                                                                                                                                                                                                      |                                                                                            |
| By: Warner Howser                                                                                                                                                                                                                                                                                       |                                                                                            |
| CERTIFICATION BY COUNTY  8/19/2021   11:43 AM PDT  As of, sufficient funds are available in the County  MARY A. ZEEB, Treasurer  DocuSigned by:                                                                                                                                                         |                                                                                            |
| By:                                                                                                                                                                                                                                                                                                     |                                                                                            |



# Item No.37

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

**September 14, 2021** 

# **Board Report**

Legistar File Number: 21-685

Introduced: 8/6/2021 Current Status: General Government -

Consent

Version: 2 Matter Type: General Agenda Item

a. Receive a report on the status of commercial cannabis land use permits, business permits, cultivation square footage, and tax revenue.

#### **RECOMMENDATIONS:**

It is recommended that the Board of Supervisors:

a. Receive a report on the status of commercial cannabis land use permits, business permits, cultivation square footage, and tax revenue.

#### SUMMARY/DISCUSSION

The Board of Supervisors Cannabis Committee ("Cannabis Committee") was preceded by the cannabis ad hoc committee. Through board referral 2018.01 adopted in February 2018, the ad hoc committee was converted to a standing committee which commenced in March of 2018. This body meets monthly and is primarily staffed by the Cannabis Program ("Program"), who reports on various matters for recommendation to the Board of Supervisors or Budget Committee where appropriate.

At the direction of Cannabis Committee, in November 2019 staff implemented a monthly Cannabis Program Memorandum to include various performance indicators and other Program updates. In the interest of keeping the Board of Supervisors apprised of the same, Attachment A includes a Fiscal Year ("FY") 2020-21 recap of performance indicators including, an outlook of Program goals and priorities, and the current allocations paid by commercial cannabis tax revenue.

# OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel was involved in the preparation of 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 will not incur additional expenses at this time.

# **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

Approved by: Nicholas E. Chiulos, Assistant CAO

# Attachments:

A: Cannabis Program Memorandum, dated August 31, 2021



# Item No.32

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

August 31, 2021

# **Board Report**

Legistar File Number: 21-685

Introduced: 8/6/2021 Current Status: General Government -

Consent

Version: 2 Matter Type: General Agenda Item

a. Receive a report on the status of commercial cannabis land use permits, business permits, cultivation square footage, and tax revenue.

# **RECOMMENDATIONS:**

It is recommended that the Board of Supervisors:

a. Receive a report on the status of commercial cannabis land use permits, business permits, cultivation square footage, and tax revenue.

#### SUMMARY/DISCUSSION

The Board of Supervisors Cannabis Committee ("Cannabis Committee") was preceded by the cannabis ad hoc committee. Through board referral 2018.01 adopted in February 2018, the ad hoc committee was converted to a standing committee which commenced in March of 2018. This body meets monthly and is primarily staffed by the Cannabis Program ("Program"), who reports on various matters for recommendation to the Board of Supervisors or Budget Committee where appropriate.

At the direction of Cannabis Committee, in November 2019 staff implemented a monthly Cannabis Program Memorandum to include various performance indicators and other Program updates. In the interest of keeping the Board of Supervisors apprised of the same, Attachment A includes a Fiscal Year ("FY") 2020-21 recap of performance indicators including, an outlook of Program goals and priorities, and the current allocations paid by commercial cannabis tax revenue.

# OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel was involved in the preparation of 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 will not incur additional expenses at this time.

# **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

#### Legistar File Number: 21-685

X Economic Development

X Administration

X Health & Human Services

X Infrastructure

X Public Safety

Prepared by: Joann Iwamoto, Cannabis Program Manager

Approved by: Nicholas E. Chiulos, Assistant CAO

8/25/2021 | 3:45 PM PDT

910D1286CA694A8.

# Attachments:

A: Cannabis Program Memorandum, dated August 31, 2021

# **MONTEREY COUNTY**



(831) 796-3049

co.monterey.ca.us/CannabisProgram

168 West Alisal St., 3<sup>rd</sup> Floor Salinas CA 93901-2680

# **County Administrative Office**

Nicholas E. Chiulos Assistant County Administrative Officer

Joann Iwamoto Cannabis Program Manager Intergovernmental & Legislative Affairs

August 31, 2021

To: Board of Supervisors

Fr: Joann Iwamoto

cc: Nicholas E. Chiulos

Re: Monthly Performance Outcomes on Cannabis Land Use Permits, Cannabis Business Permit

Applications, Cannabis Cultivation Square Footage, and Program updates.

At the request of the Board Cannabis Committee, please find the summaries for commercial cannabis land use permits, business permits, cultivation square footage, and tax revenue.

# Monthly Recap of Cannabis Land Use Permits:

| Status     | 5/19/2021 | 7/21/2021 | +/- |
|------------|-----------|-----------|-----|
| Initial    | 25        | 27        | +2  |
| Incomplete | 33        | 28        | -5  |
| Complete   | 16        | 18        | +2  |
| Approved   | 24        | 25        | +1  |
|            | 98        | 98        |     |

# **Monthy Recap of Cannabis Building Permits:**

| Status                  | 7/21/2021 |
|-------------------------|-----------|
| Applied/Reinstated      | 65        |
| Expired                 | 25        |
| Extended/Revised        | 25        |
| Incomplete              | 28        |
| Issued/Ready to Issue   | 16        |
| Temporary Occupancy     | 4         |
| Final/Conditional Final | 1         |
|                         | 164       |

# Fiscal Year Recap of Cannabis Business Permits:

| Status      | 5/19/2021 | 7/21/2021 | +/- |
|-------------|-----------|-----------|-----|
| Not Applied | 1         | 1         |     |
| Applied     |           | 1         | +1  |
| Incomplete  | 97        | 97        |     |
| Complete    |           |           |     |
| Issued      | 15        | 15        |     |
|             | 113       | 114       | +1  |

# Fiscal Year Recap of Annualized Cannabis Cultivation Square Footage:

| Type        | Beginning of FY 20-21 | Beginning of FY 21-22 | +/-      |
|-------------|-----------------------|-----------------------|----------|
| Mixed Light | 3,047,065             | 3,351,430             | +304,366 |
| Indoor      | 93,807                | 100,469               | +6,663   |
| Nursery     | 1,154,153             | 1,527,714             | +373,561 |
| Outdoor     |                       |                       |          |
|             | 4,295,024             | 4,979,614             | +684,590 |

# Fiscal Year Recap of Annualized Cannabis Cultivation Acreage:

| Type        | Beginning of FY 20-21 | Beginning of FY 21-22 | +/- |
|-------------|-----------------------|-----------------------|-----|
| Mixed Light | 70                    | 77                    | +7  |
| Indoor      | 2                     | 2                     |     |
| Nursery     | 26                    | 35                    | +9  |
| Outdoor     |                       |                       |     |
|             | 99                    | 114                   | +16 |

# Fiscal Year Over Year Recap of Cannabis Tax Revenue Projected:

| Type        | Beginning of FY 20-21 | Beginning of FY 21-22 | +/-          |
|-------------|-----------------------|-----------------------|--------------|
| Mixed Light | \$15,235,324          | \$16,757,152          | +\$1,521,829 |
| Indoor      | \$750,452             | \$803,755             | +\$53,303    |
| Nursery     | \$1,154,153           | \$1,527,714           | +\$373,561   |
| Outdoor     |                       |                       |              |
|             | \$17,139,929          | \$19,088,622          | +\$1,948,693 |

# Fiscal Year Over Year Recap of Cannabis Tax Revenue Collected:

| FY 16-17    | FY 17-18     | FY 18-19     | FY 19-20     | FY 20-21 YTD* |
|-------------|--------------|--------------|--------------|---------------|
| \$3,143,037 | \$14,533,062 | \$15,768,705 | \$16,878,601 | \$13,453,960  |

<sup>\*</sup>Through Q3; Q4 Cannabis business taxes are due 7/31/2021

# Calendar Year Over Year Recap of Cannabis Sales by Type:

| Type          | 2019         | 2020         | 2021 YTD*    |
|---------------|--------------|--------------|--------------|
| Cultivation   | \$27,219,824 | \$77,736,665 | \$52,568,730 |
| Retail        |              | \$18,712,939 | \$9,431,428  |
| Manufacturing | \$58,667     | \$120,547    |              |
|               | \$27,278,491 | \$96,570,150 | \$62,000,158 |

<sup>\*</sup>Through June 2021

# **Calendar Year Over Year Recap of Search Warrant Outcomes:**

| Type                     | Calendar Year 2019 | Calendar Year 2020 | Calendar Year 2021 |
|--------------------------|--------------------|--------------------|--------------------|
| Cannabis Plants          | 31,938             | 32,888             | 3,306              |
| Cannabis Processed (lbs) | 3,981              | 5,476              | 27                 |
| Firearms                 | 13                 | 105                | 24                 |
| Currency                 | \$100,815          | \$28,146           | \$9,855            |
| Clandestine Lab          | 0                  | 2                  | 2                  |
| Wholesale Market Value   | \$35,919,000       | \$38,364,000       | \$3,333,000        |

# **Balance of Allocation for Unlicensed Cannabis Enforcement:**

| Item                                               | Allocation   | Remaining<br>Balance |
|----------------------------------------------------|--------------|----------------------|
| Sheriff's Office – Unlicensed Enforcement Overtime | \$200,000.00 | \$65,849             |

# **Balance of Cannabis Program Contingency:**

| Type                                  | Allocation  | Remaining Balance* | Department        |
|---------------------------------------|-------------|--------------------|-------------------|
| FY 20-21 Allocation Beginning Balance |             | \$236,400          | CAO               |
| Fence and Gate Work                   | \$4,790.00  | \$231,610.00       | Sheriff's Office  |
| Body Cams                             | \$698.66    | \$230,911.34       | District Attorney |
| Permit Processing                     | \$37,909.28 | \$193,002.06       | HCD               |
| License Plate Reader (x2)             | \$46,072.09 | \$146,929.97       | Sheriff's Office  |
|                                       | \$89,470.03 | \$146,929.97       |                   |

<sup>\*</sup>Program still receiving receipts

# **Cannabis Program Updates:**

# Fiscal Year 2021-22 Cannabis Program Budget

Attached is the FY 21-22 Cannabis Program allocations including non-cannabis staff and non-staff costs.

# Prop 64 Grant

Cannabis Education Program staff will be attending upcoming community events to increase awareness of youth cannabis use and exposure, provide education on unlicensed cannabis goods, and conduct intercept surveys for better understanding of how youth and young adults obtain cannabis goods.

Events that will be attended include Farmers markets (Pacific Grove, Monterey, Salinas) and the West End Festival (Sand City). Findings from this outreach will inform the creation of media assets by the social media marketing firm.

# **Industry Meetings**

The Program continues to schedule industry meetings each month. On June 21, 2021, Greg Turner, CA Cannabis Authority ("CCA"), Executive Director was the guest speaker. Mr. Turner responded to several questions posed by operators and provided follow up responses to questions that went unanswered during the meeting due to time constraints.

On July 12, 2021, the industry discussed local odor control requirements, amendments to Chapter 7.90, and Assembly Bill 141. Proposed topics for the industry meeting in August include an update on the lead time for building permits, additional discussion on Chapter 7.90 amendments, and outcomes of the Equity Assessment findings.

# Department of Cannabis Control

The three state licensing offices have consolidated into the Department of Cannabis Control, with Nicole Elliott as the appointed Director. Elliott and her team are working quickly to share regulations and work on internal processes that will bring efficiencies to the local jurisdictions.

# Cannabis Program Priorities for Fiscal Year 2021-22

- Continued streamlining of local permit processing.
- Local Jurisdiction Assistance Grant application and award management.
- Clean up of the CNB deposits.
- Gain policy direction and implement a local Equity Program.
- Go-Biz Tier II Grant application and award management.
- Prop 64/BSCC Grant 2nd of 3rd year grant award management.
- Ongoing compliance efforts, including Metrc.
- Amendments to Chapter 7.90 of Monterey County Code.
- Organizational Study of the Cannabis Program.
- Enchancements to the Accela Automation Cannabis Module.

**FY 2021-22 Cannabis Program Allocations** 

| Allocation                             | Department                    | FTE Count |          |              | :                                             | on-Staff Costs |         | tal Costs    |
|----------------------------------------|-------------------------------|-----------|----------|--------------|-----------------------------------------------|----------------|---------|--------------|
| Weights & Measures Inspector           | Ag Commissioner               | 1.00      | \$       | 131,422.00   | \$                                            | 20,399.00      | \$      | 151,821.00   |
| Weights & Measures Inspector           | Ag Commissioner               | 0.50      | \$       | 00,7 12.00   | \$                                            | 14,652.00      |         | 80,393.00    |
| Inspector/Biologist                    | Ag Commissioner               | 1.00      | \$       | 131,422.00   |                                               | 20,399.00      | -       | 151,821.00   |
|                                        | Ag Commissioner Total*        | 2.50      | \$       | 328,585.00   | \$                                            | 55,450.00      | \$      | 384,035.00   |
|                                        | *Non staff costs = vehicle, w |           | _        |              |                                               |                |         |              |
| Auditor Controller Analyst II          | Auditor Controller            | 1.00      | \$       | 184,997.00   |                                               |                | \$      | 184,997.00   |
|                                        | Auditor Controller Total      | 1.00      | \$       | 184,997.00   | \$                                            | -              | \$      | 184,997.00   |
| Program Manager II                     | CAO Program                   | 1.00      | \$       | 184,204.00   |                                               |                | \$      | 184,204.00   |
| Management Analyst III                 | CAO Program                   | 1.00      | \$       | 181,254.00   |                                               |                | \$      | 181,254.00   |
| Management Analyst II                  | CAO Program                   | 1.00      | \$       | 146,478.00   |                                               |                | \$      | 146,478.00   |
| Permit Technician II                   | CAO Program                   | 1.00      | \$       | 118,873.00   |                                               |                | \$      | 118,873.00   |
| Senior Secretary                       | CAO Program                   | 1.00      | \$       | 80,273.00    |                                               |                | \$      | 80,273.00    |
| Services and Supplies                  | CAO Program                   |           |          |              | \$                                            | 78,398.00      | \$      | 78,398.00    |
| CA Cannabis Authority                  | CAO Membership                |           |          |              | \$                                            | 223,000.00     | \$      | 223,000.00   |
| Program Contingency                    | CAO Program                   |           | <u> </u> |              | \$                                            | 501,680.00     | \$      | 501,680.00   |
|                                        | CAO Program Total             | 5.00      | \$       | 711,082.00   | \$                                            | 803,078.00     | \$      | 1,514,160.00 |
| Accountant                             | CAO Finance                   | 1.00      | \$       | 99,487.00    |                                               |                | \$      | 99,487.00    |
|                                        | CAO Finance Total             | 1.00      | \$       | 99,487.00    | \$                                            | -              | \$      | 99,487.00    |
| Deputy County Counsel                  | CC                            | 1.00      | \$       | 252,549.00   |                                               |                | \$      | 252,549.00   |
|                                        | CC Total                      | 1.00      | \$       | 252,549.00   | \$                                            | -              | \$      | 252,549.00   |
| Deputy District Attorney               | DA                            | 1.00      | \$       | 253,909.00   |                                               |                | \$      | 253,909.00   |
| District Attorney Investigator III     | DA                            | 1.00      | \$       | 240,456.00   |                                               |                | \$      | 240,456.00   |
| DA Inspector III-Civil                 | DA                            | 1.00      | \$       | 240,456.00   |                                               |                | \$      | 240,456.00   |
| Accountant III                         | DA                            | 0.50      | \$       | 71,903.00    |                                               |                | \$      | 71,903.00    |
|                                        | DA Total                      | 3.50      | \$       | 806,724.00   | \$                                            | -              | \$      | 806,724.00   |
| Environment Health Specialist IV       | Health                        | 0.25      | \$       | 47,695.39    |                                               |                | \$      | 47,695.39    |
| Environmental Health Specialist III    | Health                        | 1.00      | \$       | 187,428.18   |                                               |                | \$      | 187,428.18   |
| Environmental Health Specialist III    | Health                        | 1.00      | \$       | 164,269.48   |                                               |                | \$      | 164,269.48   |
| Environmental Health Specialist III    | Health                        | 1.00      | \$       | 143,444.13   |                                               |                | \$      | 143,444.13   |
| Chronic Disease Prevention Coordinator | Health                        | 1.00      | \$       | 129,371.00   |                                               |                | \$      | 129,371.00   |
| Youth Prevention/Intervention          | Health                        |           |          | •            | \$                                            | 125,000.00     | \$      | 125,000.00   |
| Public Awareness                       | Health                        |           |          |              | \$                                            | 100,000.00     | \$      | 100,000.00   |
|                                        | Health Total                  | 4.25      | \$       | 672,208.18   | \$                                            | 225,000.00     | \$      | 897,208.18   |
| Code Compliance Inspector II           | HCD                           | 1.00      | \$       | 137,311.00   | Ė                                             |                | \$      | 137,311.00   |
| Code Compliance Inspector II           | HCD                           | 1.00      | \$       | 136,844.00   |                                               |                | \$      | 136,844.00   |
| Code Compliance Inspector II           | HCD                           | 1.00      | \$       | 136,844.00   |                                               |                | \$      | 136,844.00   |
|                                        | HCD Total                     | 3.00      | \$       | 410,999.00   | \$                                            |                | \$      | 410,999.00   |
| Deputy Sheriff Operations              | Sheriff Office                | 1.00      | \$       | 252,000.00   |                                               |                | \$      | 252,000.00   |
| Deputy Sheriff Operations              | Sheriff Office                | 1.00      | \$       | 279,730.00   |                                               |                | \$      | 279,730.00   |
| Overtime for Enforcement               | Sheriff Office                | 1.00      | 7        | 273,730.00   | \$                                            | 200,000.00     | \$      | 200,000.00   |
| Two Vehicles including equip           | Sheriff Office                |           |          |              | \$                                            | 62,836.00      | \$      | 62,836.00    |
| Two vernoies merading equip            | Sheriff Office Total          | 2.00      | \$       | 531,730.00   | \$                                            | 262,836.00     | \$      | 794,566.00   |
| Management Analyst III                 | TTC                           | 0.66      | \$       | 104,833.00   | <u>, , , , , , , , , , , , , , , , , , , </u> | 202,030.00     | \$      | 104,833.00   |
| Accountant III                         | TTC                           | 0.66      | \$       | 104,835.00   |                                               |                | ۶<br>\$ | 104,835.00   |
| Accounting Technician                  | TTC                           | 0.66      | \$       | 71,377.00    |                                               |                | ۶<br>\$ | 71,377.00    |
| IT, Clerical, Exec Oversight Overhead  | ттс                           | 0.00      | ۲        | 71,377.00    | \$                                            | 114,467.00     | \$      | 114,467.00   |
| Tr, cicrical, Exce Oversight Overhead  | TTC Total                     | 1.98      | \$       | 279,015.00   | \$                                            | 114,467.00     | \$      | 393,482.00   |
| EV 21 22 Cannahie Brogram Bronsead B.  |                               |           | _        |              |                                               |                | _       | -            |
| FY 21-22 Cannabis Program Proposed Bu  | :                             | 25.23     |          | 4,277,376.18 | <b>?</b>                                      | 1,460,831.00   |         | 5,738,207.18 |
| Housing Analyst II                     | CAO                           | 1.00      | \$       | 152,991.00   |                                               |                | \$      | 152,991.00   |
| MVAO Representative                    | DSS                           | 1.00      | \$       | 79,086.00    |                                               |                | \$      | 79,086.00    |
| Public Guardian                        | Health                        | 1.00      | \$       | 118,842.00   | ,                                             | 120 000 00     | \$      | 118,842.00   |
| School Readiness Assessment            | Health                        |           |          |              | \$                                            | 130,000.00     | \$      | 130,000.00   |
| Recovery and Response Coordination     | Health                        |           | <u>!</u> |              | \$                                            | 200,000.00     | \$      | 200,000.00   |
| Other Allocations Financed by Cannabis |                               | 3.00      | \$       | 350,919.00   | \$                                            | 330,000.00     | \$      | 680,919.00   |



# Item No.38

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

**September 14, 2021** 

# **Board Report**

Legistar File Number: RES 21-167

Introduced: 9/7/2021 Current Status: General Government -

Consent

Version: 1 Matter Type: BoS Resolution

### Adopt a Resolution to:

a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to consolidate and retitle the Warehouse Worker classification series with the Storekeeper series with the salary ranges as indicated in Attachment A effective September 11, 2021;

b. Amend the County Administrative Office - Contracts/Purchasing Budget Unit 1050-8047 - Fund 001 - Appropriation Unit CAO002 to reallocate and to approve the reclassification of one (1) Warehouse Worker to one (1) Senior Storekeeper as indicated in Attachment A effective September 11, 2021;

- c. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to create the classifications of Fleet Parts Coordinator and Senior Fleet Parts Coordinator with the salary ranges as indicated in Attachment A effective September 11, 2021;
- d. Amend the County Administrative Office Budget Fleet Administration Budget Unit 1050-8451 Fund 001 Appropriation Unit CAO025 to reallocate and to approve the reclassification of two (2) Storekeepers to two (2) Fleet Parts Coordinators as indicated in Attachment A effective September 11, 2021;
- e. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2021-22 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

#### RECOMMENDATION:

It is recommended that the Board of Supervisors adopts a Resolution to:

- Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to consolidate and retitle the Warehouse Worker classification series with the Storekeeper series with the salary ranges as indicated in Attachment A effective September 11, 2021;
- Amend the County Administrative Office Contracts/Purchasing Budget Unit 1050-8047 Fund 001 - Appropriation Unit CAO002 to reallocate and to approve the reclassification of one (1) Warehouse Worker to one (1) Senior Storekeeper as indicated in Attachment A effective September 11, 2021;
- c. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to create the classifications of Fleet Parts Coordinator and Senior Fleet Parts Coordinator with the salary ranges as indicated in Attachment A effective September 11, 2021;
- d. Amend the County Administrative Office Budget Fleet Administration Budget Unit 1050-8451 Fund 001 Appropriation Unit CAO025 to reallocate and to approve the reclassification of two

- (2) Storekeepers to two (2) Fleet Parts Coordinators as indicated in Attachment A effective September 11, 2021;
- e. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2021-22 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

#### SUMMARY/DISCUSSION:

A classification and compensation study of the Storekeeper classification series was requested by Service Employees International Union (SEIU) Local 521 on behalf of Natividad employees on June 25, 2018, citing changes in technology and equipment; required knowledge for certain patient products, medical terminology, procedures, and equipment; and increased consequence of error.

The Human Resources Department (HRD) and Natividad Human Resources participated in conducting the classification and compensation study. The study was expanded to include the Warehouse Worker series as it was identified that incumbents in the Warehouse Worker series may perform similar duties yet are paid a higher base wage than the Storekeepers. The classification study analysis identified that in departments/units other than County Administrative Office (CAO)-Fleet Administration, the Storekeeper and Warehouse Worker classifications are universal not only as it reads, but in the duties that are performed by the assigned incumbents. It is therefore recommended to consolidate and retitle the Warehouse Worker series with the Storekeeper classification series. The classification analysis further found the Warehouse Worker incumbent in CAO Contracts/Purchasing primary job duties are more appropriately defined in the Senior Warehouse Worker classification and is recommended to be reclassified to the consolidated classification of Senior Storekeeper.

The base wage compensation survey of the County comparable agencies found that based on the duties performed, the salary of the Warehouse Worker classification appropriately aligns with the salary mean of the comparable agency's classifications. It is recommended to adjust the base wage of the Storekeeper and Senior Storekeeper to the same rate of the former classifications of Warehouse Worker and Senior Warehouse Worker and maintain the Supervising Storekeeper at the same rate plus 4.94% in order to maintain the current spread between the Senior and Supervising levels of the Storekeeper series. Setting the salary of the recommended consolidated Storekeeper series as identified above will equate to approximately a 4.94% base wage increase for incumbents currently assigned to the Storekeeper series and an approximate 1.93% increase for incumbents currently assigned to the Supervising Warehouse Worker classification.

The Personnel Policies and Practices Resolution (PPPR) No. 98-394 defines Consolidation of Classes as "An act whereby classes having similar scope, responsibilities and requirements of education, experience, knowledge, and ability are combined into a single class for the purpose of reorganizing the classification structure. The consolidation of classes has a neutral affect on the employee (i.e. no start of new probationary period, no change in salary step, no change in step advancement date, no less of seniority in class, etc.)."

Incumbents assigned to CAO-Fleet Administration were found to be performing job duties that are not within the scope of either the Warehouse Worker or the Storekeeper classification series. It is recommended a new classification series of Fleet Parts Coordinator be created that more accurately

reflects the duties being performed with associated salary ranges established based on the salary mean of the comparable agency's classifications. It is further recommended the Storekeepers assigned to Fleet Administration be reclassified to the appropriate new classification(s).

### **OTHER AGENCY INVOLVEMENT:**

The impacted departments have reviewed and concur with the recommendations. SEIU concurs with the recommendations.

### FINANCING:

The annualized salary and benefits increase for County Administrative Office - Contracts/Purchasing Budget Unit 1050-8047 - Fund 001 - Appropriation Unit CAO002 is approximately \$3,150 and will be absorbed within the departments existing appropriations.

The annualized salary and benefits increase for County Administrative Office - Fleet Administration Budget Unit 1050-8451 - Fund 001 - Appropriation Unit CAO025 is approximately \$12,373 and will be absorbed within the departments existing appropriations.

The annualized salary and benefits increase for County Administrative Office - Records Retention Budget Unit 8474 - Fund 001 - Appropriation Unit CAO028is approximately \$1,575 and will be absorbed within the departments existing appropriations.

The annualized salary and benefits increase for Information Technology Department - Service Delivery Budget Unit 8434 - Fund 001 - Appropriation Unit INF002 is approximately \$3,460 and will be absorbed within the departments existing appropriations.

The annualized salary and benefits increase for Natividad Budget Unit 9600-8142 - Fund 451 - Appropriation Unit NMC001 is approximately \$46,850 and will be absorbed within the departments existing appropriations.

The annualized salary and benefits increase for Sheriff-Coroner - Jail Operations and Administration Budget Unit 8238 - Fund 001 - Appropriation Unit SHE003 is approximately \$3,460 and will be absorbed within the departments existing appropriations.

The annualized salary and benefits increase for Social Services Budget Unit 8262 - Fund 001 - Appropriation Unit SOC005 is approximately \$1,575 and will be absorbed within the departments existing appropriations.

#### BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:

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

\_\_ Economic Development

X Administration

| Health &                                  | Human Services                                                                                      |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Infrastruc<br>Public Sa                   |                                                                                                     |
| Prepared by:<br>Approved by:              | Kim Moore, Assistant Director of Human Resources<br>Irma Ramirez-Bough, Director of Human Resources |
| Attachment:<br>Attachment A<br>Resolution |                                                                                                     |



Item No.36

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

**September 14, 2021** 

# **Board Report**

Legistar File Number: RES 21-167

Introduced: 9/7/2021 Current Status: General Government -

Consent

Version: 1 Matter Type: BoS Resolution

# Adopt a Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to consolidate and retitle the Warehouse Worker classification series with the Storekeeper series with the salary ranges as indicated in Attachment A effective September 11, 2021;
- b. Amend the County Administrative Office Contracts/Purchasing Budget Unit 1050-8047 Fund 001
- Appropriation Unit CAO002 to reallocate and to approve the reclassification of one (1) Warehouse Worker to one (1) Senior Storekeeper as indicated in Attachment A effective September 11, 2021;
- c. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to create the classifications of Fleet Parts Coordinator and Senior Fleet Parts Coordinator with the salary ranges as indicated in Attachment A effective September 11, 2021;
- d. Amend the County Administrative Office Budget Fleet Administration Budget Unit 1050-8451 Fund 001 Appropriation Unit CAO025 to reallocate and to approve the reclassification of two (2) Storekeepers to two (2) Fleet Parts Coordinators as indicated in Attachment A effective September 11, 2021;
- e. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2021-22 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

#### RECOMMENDATION:

It is recommended that the Board of Supervisors adopts a Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to consolidate and retitle the Warehouse Worker classification series with the Storekeeper series with the salary ranges as indicated in Attachment A effective September 11, 2021;
- b. Amend the County Administrative Office Contracts/Purchasing Budget Unit 1050-8047 Fund 001 - Appropriation Unit CAO002 to reallocate and to approve the reclassification of one (1)
   Warehouse Worker to one (1) Senior Storekeeper as indicated in Attachment A effective September 11, 2021;
- c. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to create the classifications of Fleet Parts Coordinator and Senior Fleet Parts Coordinator with the salary ranges as indicated in Attachment A effective September 11, 2021;
- d. Amend the County Administrative Office Budget Fleet Administration Budget Unit 1050-8451 Fund 001 Appropriation Unit CAO025 to reallocate and to approve the reclassification of two (2) Storekeepers to two (2) Fleet Parts Coordinators as indicated in Attachment A effective September 11, 2021;
- e. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2021-22 Adopted Budget and the Human Resources Department to

Legistar File Number: RES 21-167

implement the changes in the Advantage HRM system.

#### SUMMARY/DISCUSSION:

A classification and compensation study of the Storekeeper classification series was requested by Service Employees International Union (SEIU) Local 521 on behalf of Natividad employees on June 25, 2018, citing changes in technology and equipment; required knowledge for certain patient products, medical terminology, procedures, and equipment; and increased consequence of error.

The Human Resources Department (HRD) and Natividad Human Resources participated in conducting the classification and compensation study. The study was expanded to include the Warehouse Worker series as it was identified that incumbents in the Warehouse Worker series may perform similar duties yet are paid a higher base wage than the Storekeepers. The classification study analysis identified that in departments/units other than County Administrative Office (CAO)-Fleet Administration, the Storekeeper and Warehouse Worker classifications are universal not only as it reads, but in the duties that are performed by the assigned incumbents. It is therefore recommended to consolidate and retitle the Warehouse Worker series with the Storekeeper classification series. The classification analysis further found the Warehouse Worker incumbent in CAO Contracts/Purchasing primary job duties are more appropriately defined in the Senior Warehouse Worker classification and is recommended to be reclassified to the consolidated classification of Senior Storekeeper.

The base wage compensation survey of the County comparable agencies found that based on the duties performed, the salary of the Warehouse Worker classification appropriately aligns with the salary mean of the comparable agency's classifications. It is recommended to adjust the base wage of the Storekeeper and Senior Storekeeper to the same rate of the former classifications of Warehouse Worker and Senior Warehouse Worker and maintain the Supervising Storekeeper at the same rate plus 4.94% in order to maintain the current spread between the Senior and Supervising levels of the Storekeeper series. Setting the salary of the recommended consolidated Storekeeper series as identified above will equate to approximately a 4.94% base wage increase for incumbents currently assigned to the Storekeeper series and an approximate 1.93% increase for incumbents currently assigned to the Supervising Warehouse Worker classification.

The Personnel Policies and Practices Resolution (PPPR) No. 98-394 defines Consolidation of Classes as "An act whereby classes having similar scope, responsibilities and requirements of education, experience, knowledge, and ability are combined into a single class for the purpose of reorganizing the classification structure. The consolidation of classes has a neutral affect on the employee (i.e. no start of new probationary period, no change in salary step, no change in step advancement date, no less of seniority in class, etc.)."

Incumbents assigned to CAO-Fleet Administration were found to be performing job duties that are not within the scope of either the Warehouse Worker or the Storekeeper classification series. It is recommended a new classification series of Fleet Parts Coordinator be created that more accurately reflects the duties being performed with associated salary ranges established based on the salary mean of the comparable agency's classifications. It is further recommended the Storekeepers assigned to Fleet Administration be reclassified to the appropriate new classification(s).

Legistar File Number: RES 21-167

#### OTHER AGENCY INVOLVEMENT:

The impacted departments have reviewed and concur with the recommendations. SEIU concurs with the recommendations.

#### FINANCING:

The annualized salary and benefits increase for County Administrative Office - Contracts/Purchasing Budget Unit 1050-8047 - Fund 001 - Appropriation Unit CAO002 is approximately \$3,150 and will be absorbed within the departments existing appropriations.

The annualized salary and benefits increase for County Administrative Office - Fleet Administration Budget Unit 1050-8451 - Fund 001 - Appropriation Unit CAO025 is approximately \$12,373 and will be absorbed within the departments existing appropriations.

The annualized salary and benefits increase for County Administrative Office - Records Retention Budget Unit 8474 - Fund 001 - Appropriation Unit CAO028is approximately \$1,575 and will be absorbed within the departments existing appropriations.

The annualized salary and benefits increase for Information Technology Department - Service Delivery Budget Unit 8434 - Fund 001 - Appropriation Unit INF002 is approximately \$3,460 and will be absorbed within the departments existing appropriations.

The annualized salary and benefits increase for Natividad Budget Unit 9600-8142 - Fund 451 - Appropriation Unit NMC001 is approximately \$46,850 and will be absorbed within the departments existing appropriations.

The annualized salary and benefits increase for Sheriff-Coroner - Jail Operations and Administration Budget Unit 8238 - Fund 001 - Appropriation Unit SHE003 is approximately \$3,460 and will be absorbed within the departments existing appropriations.

The annualized salary and benefits increase for Social Services Budget Unit 8262 - Fund 001 - Appropriation Unit SOC005 is approximately \$1,575 and will be absorbed within the departments existing appropriations.

### **BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:**

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

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

Legistar File Number: RES 21-167

Prepared by: Kim Moore, Assistant Director of Human Resources Approved by: Irma Ramirez-Bough, Director of Human Resources Docusigned by:

Kim Maore

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Docusigned by:

I'ma Raminy-Bough

ATF557420537420...

Attachment: Attachment A Resolution Consolidate and Retitle the Warehouse Worker series with the Storekeeper series with the salary ranges listed below:

| Classificat | ion Title: S                                                                       | torekeeper | •          |            |            |            |       |         |      |      |    |       |
|-------------|------------------------------------------------------------------------------------|------------|------------|------------|------------|------------|-------|---------|------|------|----|-------|
|             | Hourly, Bi-Weekly and Monthly Pay Rates  Step 2 Step 3 Step 4 Step 5 Step 6 Step 7 |            |            |            |            |            |       |         |      |      |    |       |
| Step 1      | Step 2                                                                             | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class | WG<br>* |      | W/C* | BU |       |
|             |                                                                                    |            |            |            |            |            | Code  | ~       | Cat* |      |    | Code* |
| \$18.433    | \$19.456                                                                           | \$20.523   | \$21.649   | \$22.838   | \$23.975   | \$25.175   |       |         |      |      |    |       |
| \$1,475.44  | \$1,556.48                                                                         | \$1,641.84 | \$1,731.92 | \$1,827.04 | \$1,918.00 | \$2,014.00 | 70F23 | 18      | OC   | 9420 | J  | N     |
| \$3,197     | \$3,372                                                                            | \$3,557    | \$3,752    | \$3,959    | \$4,156    | \$4,364    |       |         |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | Hourly, Bi Weekly and Monthly Pay Pates |            |            |            |            |            |       |    |      |      |    |       |
|-------------|-----------------------------------------|------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
|             | Hourly, Bi-Weekly and Monthly Pay Rates |            |            |            |            |            |       |    |      |      |    |       |
| Step 1      | Step 2                                  | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|             |                                         |            |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$20.481    | \$21.603                                | \$22.788   | \$24.036   | \$25.357   | \$26.623   | \$27.954   |       |    |      |      |    |       |
| \$1,638.48  | \$1,728.24                              | \$1,823.04 | \$1,922.88 | \$2,028.56 | \$2,129.84 | \$2,236.32 | 70F80 | 17 | OC   | 9420 | J  | N     |
| \$3,550     | \$3,745                                 | \$3,950    | \$4,166    | \$4,395    | \$4,615    | \$4,845    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | ification Title: Supervising Storekeeper |            |            |            |            |            |       |         |      |      |    |       |
|-------------|------------------------------------------|------------|------------|------------|------------|------------|-------|---------|------|------|----|-------|
|             | Hourly, Bi-Weekly and Monthly Pay Rates  |            |            |            |            |            |       |         |      |      |    |       |
| Step 1      | Step 2                                   | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class | WG<br>* |      | W/C* | BU | FLSA  |
|             |                                          |            |            |            |            |            | Code  | *       | Cat* |      |    | Code* |
| \$23.067    | \$24.336                                 | \$25.674   | \$27.086   | \$28.576   | \$30.005   | \$31.505   |       |         |      |      |    |       |
| \$1,845.38  | \$1,946.87                               | \$2,053.94 | \$2,166.90 | \$2,286.08 | \$2,400.38 | \$2,520.40 | 70F81 | 17      | OC   | 9420 | F  | Е     |
| \$3,998     | \$4,218                                  | \$4,450    | \$4,695    | \$4,953    | \$5,201    | \$5,461    |       |         |      |      |    |       |

<sup>\*</sup>provided for information purposes only

Reallocate Position and Reclassify Incumbent to Senior Storekeeper

County Administrative Office – Contracts/Purchasing Budget Unit 1050-8047 - Fund 001 - Appropriation Unit CAO002

|      |       | - · · · · · · · · · · · · · · · · · · · | -        |           |         |
|------|-------|-----------------------------------------|----------|-----------|---------|
|      |       |                                         |          | Position  | Revised |
|      | Class |                                         | Position | Increase/ | Total   |
|      | Code  | Position Title                          | Number   | Decrease  | FTE     |
| From | 70F79 | Warehouse Worker                        | 0001     | (1.0)     | 0.0     |
| То   | 70F80 | Senior Storekeeper                      | 0001     | 1.0       | 1.0     |

Create classification series with the salary ranges listed below:

| Classificat | ion Title: <b>F</b>                     | leet Parts | Coordinato | r          |            |            |       |    |      |      |    |       |
|-------------|-----------------------------------------|------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
|             | Hourly, Bi-Weekly and Monthly Pay Rates |            |            |            |            |            |       |    |      |      |    |       |
| Step 1      | Step 2                                  | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|             |                                         |            |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$20.293    | \$21.409                                | \$22.587   | \$23.829   | \$25.139   | \$26.396   | \$27.716   |       |    |      |      |    |       |
| \$1,623.44  | \$1,712.73                              | \$1,806.92 | \$1,906.30 | \$2,011.14 | \$2,111.70 | \$2,217.28 | 70F10 | 18 | OC   | 9420 | J  | N     |
| \$3,517     | \$3,711                                 | \$3,915    | \$4,130    | \$4,357    | \$4,575    | \$4,804    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificat | assification Title: Senior Fleet Parts Coordinator |            |            |            |            |            |       |    |      |      |    |       |
|-------------|----------------------------------------------------|------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
|             | Hourly, Bi-Weekly and Monthly Pay Rates            |            |            |            |            |            |       |    |      |      |    |       |
| Step 1      | Step 2                                             | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class |    |      | W/C* | BU | FLSA  |
|             |                                                    |            |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$22.534    | \$23.773                                           | \$25.080   | \$26.460   | \$27.915   | \$29.310   | \$30.776   |       |    |      |      |    |       |
| \$1,802.68  | \$1,901.82                                         | \$2,006.42 | \$2,116.76 | \$2,233.18 | \$2,344.84 | \$2,462.08 | 70F12 | 17 | OC   | 9420 | J  | N     |
| \$3,906     | \$4,121                                            | \$4,347    | \$4,586    | \$4,839    | \$5,080    | \$5,335    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

# Reallocate Positions to Fleet Parts Coordinator and Senior Fleet Parts Coordinator and Reclassify Incumbents to Fleet Parts Coordinator

County Administrative Office - Fleet Administration Budget Unit 1050-8451 - Fund 001 - Appropriation Unit CAO025

|      |       |                                |          | Position          |         |
|------|-------|--------------------------------|----------|-------------------|---------|
|      | Class |                                | Position | Increase/Decrease | Revised |
|      | Code  | Position Title                 | Number   |                   | Total   |
|      |       |                                |          |                   | FTE     |
| From | 70F23 | Storekeeper                    | 0001     | (1.0)             | 0.0     |
| То   | 70F10 | Fleet Parts Coordinator        | 0001     | 1.0               | 1.0     |
| From | 70F80 | Senior Storekeeper             | 0001     | (1.0)             | 0.0     |
| То   | 70F12 | Senior Fleet Parts Coordinator | 0001     | 1.0               | 1.0     |

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

| Re | solution No.: PPPR Control No. <u>21-015</u>                                              |
|----|-------------------------------------------------------------------------------------------|
|    | HRM Control No. <u>21-013</u>                                                             |
| Ac | lopts a Resolution to:                                                                    |
| a. | Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A            |
|    | and B to consolidate and retitle the Warehouse Worker classification series with the      |
|    | Storekeeper classification series with the salary ranges as indicated in Attachment A     |
|    | effective September 11, 2021;                                                             |
| b. | Amend the County Administrative Office - Contracts/Purchasing Budget Unit 1050-           |
|    | 8047 - Fund 001 - Appropriation Unit CAO002 to reallocate and to approve the              |
|    | reclassification of one (1) Warehouse Worker to one (1) Senior Storekeeper as indicated   |
|    | in Attachment A effective September 11, 2021;                                             |
| c. | Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A            |
|    | and B to create the classifications of Fleet Parts Coordinator and Senior Fleet Parts     |
|    | Coordinator with the salary ranges as indicated in Attachment A effective September 11,   |
|    | 2021;                                                                                     |
| d. | Amend the County Administrative Office Budget - Fleet Administration Budget Unit          |
|    | 1050-8451 - Fund 001 - Appropriation Unit CAO025 to reallocate and to approve the         |
|    | reclassification of two (2) Storekeepers to two (2) Fleet Parts Coordinators as indicated |
|    | in Attachment A effective September 11, 2021;                                             |
| e. | Direct the County Administrative Office and the Auditor-Controller to incorporate the     |
|    | approved position changes in the FY 2021-22 Adopted Budget and the Human                  |
|    | Resources Department to implement the changes in the Advantage HRM system.                |

WHEREAS, The Human Resources Department conducted a classification and compensation study of the Storekeeper and Warehouse Worker classification series; and

WHEREAS, the classification analysis determined the majority of incumbents perform duties that are similar in scope and complexity and recommend the Warehouse Worker classification series be consolidated and retitled to the Storekeeper series; and

WHEREAS, the base wage compensation salary survey determined the Storekeeper and Warehouse Worker benchmark classifications are within the average of the County's comparable agencies and recommended to establish the base wage of the Storekeeper and Senior Storekeeper at the same rate of the former classifications of Warehouse Worker and Senior Warehouse Worker and maintain the Supervising Storekeeper at the same rate plus 4.94%; and

WHEREAS, the incumbent Warehouse Worker in County Administrative Office-Contracts/Purchasing was found to be performing job duties that are not within the scope of the Warehouse Worker classification and is recommended to be reclassified to Senior Storekeeper; and

WHEREAS, the incumbents assigned to County Administrative Office-Fleet Administration were found to be performing job duties that are not within the scope of either the Warehouse Worker or the Storekeeper classification series and it is recommended a new classification series of Fleet Parts Coordinator be created and the storekeepers assigned to Fleet Administration be reclassified accordingly; and

WHEREAS, to implement the recommendations, the actions require the Personnel Policies and Practices Resolution No. 98-394 Appendix A and B to be amended; NOW, THEREFORE,

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

1. The Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B are amended to consolidate and retitle the Worker classification series with the Storekeeper series with the salary ranges as indicated below effective September 11, 2021:

# Consolidate and Retitle the Warehouse Worker series with the Storekeeper series with the salary ranges listed below:

| Classificati | ion Title: S                            | torekeeper |            |            |            |            |       |    |      |      |    |       |
|--------------|-----------------------------------------|------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
|              | Hourly, Bi-Weekly and Monthly Pay Rates |            |            |            |            |            |       |    |      |      |    |       |
| Step 1       | Step 2                                  | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class |    |      | W/C* | BU | FLSA  |
|              |                                         |            |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$18.433     | \$19.456                                | \$20.523   | \$21.649   | \$22.838   | \$23.975   | \$25.175   |       |    |      |      |    |       |
| \$1,475.44   | \$1,556.48                              | \$1,641.84 | \$1,731.92 | \$1,827.04 | \$1,918.00 | \$2,014.00 | 70F23 | 18 | OC   | 9420 | J  | N     |
| \$3,197      | \$3,372                                 | \$3,557    | \$3,752    | \$3,959    | \$4,156    | \$4,364    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificati | ion Title: S | enior Store | keeper     |             |            |            |       |    |      |      |    |       |
|--------------|--------------|-------------|------------|-------------|------------|------------|-------|----|------|------|----|-------|
|              | Hourly       | y, Bi-Weekl | y and Mont | hly Pay Rat | es         |            |       |    |      |      |    |       |
| Step 1       | Step 2       | Step 3      | Step 4     | Step 5      | Step 6     | Step 7     | Class | WG | EEO  | W/C* | BU | FLSA  |
|              |              |             |            |             |            |            | Code  | *  | Cat* |      |    | Code* |
| \$20.481     | \$21.603     | \$22.788    | \$24.036   | \$25.357    | \$26.623   | \$27.954   |       |    |      |      |    |       |
| \$1,638.48   | \$1,728.24   | \$1,823.04  | \$1,922.88 | \$2,028.56  | \$2,129.84 | \$2,236.32 | 70F80 | 17 | OC   | 9420 | J  | N     |
| \$3,550      | \$3,745      | \$3,950     | \$4,166    | \$4,395     | \$4,615    | \$4,845    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classificati | ion Title: S                            | upervising | Storekeepe | er         |            |            |       |    |      |      |    |       |
|--------------|-----------------------------------------|------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
|              | Hourly, Bi-Weekly and Monthly Pay Rates |            |            |            |            |            |       |    |      |      |    |       |
| Step 1       | Step 2                                  | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class |    |      | W/C* | BU | FLSA  |
|              |                                         |            |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$23.067     | \$24.336                                | \$25.674   | \$27.086   | \$28.576   | \$30.005   | \$31.505   |       |    |      |      |    |       |
| \$1,845.38   | \$1,946.87                              | \$2,053.94 | \$2,166.90 | \$2,286.08 | \$2,400.38 | \$2,520.40 | 70F81 | 17 | OC   | 9420 | F  | Е     |
| \$3,998      | \$4,218                                 | \$4,450    | \$4,695    | \$4,953    | \$5,201    | \$5,461    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

2. The County Administrative Office - Contracts/Purchasing Budget Unit 1050-8047 - Fund 001 - Appropriation Unit CAO002 is amended to reallocate and to approve the reclassification of one (1) Warehouse Worker to one (1) Senior Storekeeper as indicated below effective September 11, 2021:

# Reallocate Position and Reclassify Incumbent to Senior Storekeeper

County Administrative Office – Contracts/Purchasing

Budget Unit 1050-8047 - Fund 001 - Appropriation Unit CAO002

|      |       |                    |          | Position  | Revised |
|------|-------|--------------------|----------|-----------|---------|
|      | Class |                    | Position | Increase/ | Total   |
|      | Code  | Position Title     | Number   | Decrease  | FTE     |
| From | 70F79 | Warehouse Worker   | 0001     | (1.0)     | 0.0     |
| То   | 70F80 | Senior Storekeeper | 0001     | 1.0       | 1.0     |

3. The Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B is amended to create the classifications of Fleet Parts Coordinator and Senior Fleet Parts Coordinator with the salary ranges as indicated below effective September 11, 2021.

Create classification series with the salary ranges listed below:

| Classification Title: Fleet Parts Coordinator |            |            |            |            |            |            |       |         |      |      |    |       |
|-----------------------------------------------|------------|------------|------------|------------|------------|------------|-------|---------|------|------|----|-------|
| Hourly, Bi-Weekly and Monthly Pay Rates       |            |            |            |            |            |            |       |         |      |      |    |       |
| Step 1                                        | Step 2     | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class | WG<br>* |      | W/C* | BU | FLSA  |
|                                               |            |            |            |            |            |            | Code  | *       | Cat* |      |    | Code* |
| \$20.293                                      | \$21.409   | \$22.587   | \$23.829   | \$25.139   | \$26.396   | \$27.716   |       |         |      |      |    |       |
| \$1,623.44                                    | \$1,712.73 | \$1,806.92 | \$1,906.30 | \$2,011.14 | \$2,111.70 | \$2,217.28 | 70F10 | 18      | OC   | 9420 | J  | N     |
| \$3,517                                       | \$3,711    | \$3,915    | \$4,130    | \$4,357    | \$4,575    | \$4,804    |       |         |      |      |    |       |

<sup>\*</sup>provided for information purposes only

| Classification Title: Senior Fleet Parts Coordinator |            |            |            |            |            |            |       |    |      |      |    |       |
|------------------------------------------------------|------------|------------|------------|------------|------------|------------|-------|----|------|------|----|-------|
| Hourly, Bi-Weekly and Monthly Pay Rates              |            |            |            |            |            |            |       |    |      |      |    |       |
| Step 1                                               | Step 2     | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     | Class |    |      | W/C* | BU | FLSA  |
|                                                      |            |            |            |            |            |            | Code  | *  | Cat* |      |    | Code* |
| \$22.534                                             | \$23.773   | \$25.080   | \$26.460   | \$27.915   | \$29.310   | \$30.776   |       |    |      |      |    |       |
| \$1,802.68                                           | \$1,901.82 | \$2,006.42 | \$2,116.76 | \$2,233.18 | \$2,344.84 | \$2,462.08 | 70F12 | 17 | OC   | 9420 | J  | N     |
| \$3,906                                              | \$4,121    | \$4,347    | \$4,586    | \$4,839    | \$5,080    | \$5,335    |       |    |      |      |    |       |

<sup>\*</sup>provided for information purposes only

4. The County Administrative Office Budget - Fleet Administration Budget Unit 1050-8451 - Fund 001 - Appropriation Unit CAO025 is amended to reallocate and to approve the reclassification two (2) Storekeepers to two (2) Fleet Parts Coordinators as indicated below effective September 11, 2021:

# Reallocate Positions to Fleet Parts Coordinator and Senior Fleet Parts Coordinator and Reclassify Incumbents to Fleet Parts Coordinator

County Administrative Office - Fleet Administration

Budget Unit 1050-8451 - Fund 001 - Appropriation Unit CAO025

|      |       |                                |          | Position          |         |
|------|-------|--------------------------------|----------|-------------------|---------|
|      | Class |                                | Position | Increase/Decrease | Revised |
|      | Code  | Position Title                 | Number   |                   | Total   |
|      |       |                                |          |                   | FTE     |
| From | 70F23 | Storekeeper                    | 0001     | (1.0)             | 0.0     |
| To   | 70F10 | Fleet Parts Coordinator        | 0001     | 1.0               | 1.0     |
| From | 70F80 | Senior Storekeeper             | 0001     | (1.0)             | 0.0     |
| То   | 70F12 | Senior Fleet Parts Coordinator | 0001     | 1.0               | 1.0     |

5. The County Administrative Office and the Auditor-Controller are directed to incorporate the approved position changes in the FY 2021-22 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

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

AYES: NOES:

| hereby certify that the foregoing is | d of Supervisors of the County of Monterey, State of California a true copy of an original order of said Board of Supervisors tes thereof of Minute Book for the meeting on |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Dated:                               | Valerie Ralph, Clerk of the Board of Supervisors<br>County of Monterey, State of California                                                                                 |
|                                      | By                                                                                                                                                                          |
|                                      | , Deputy                                                                                                                                                                    |

ABSENT:



# Item No.39

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

September 14, 2021

# **Board Report**

Legistar File Number: A 21-211

Introduced: 5/11/2021 Current Status: RMA Land Use - Consent

**Version:** 1 **Matter Type:** BoS Agreement

a. Approve a Reimbursement Agreement between the County and the Big Sur Land Trust (BSLT) to provide for County reimbursement to BSLT of costs incurred by BSLT for Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project restoration design and implementation activities, for a total amount not to exceed \$487,050, through use of grant funds from the Wildlife Conservation Board; and

b. Authorize the Director of Housing and Community Development or designee to execute the Reimbursement Agreement.

**CEQA Action**: Consider the previously certified Environmental Impact Report/Environmental Assessment (EIR/EA) for the CRFREE Project.

#### RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve a Reimbursement Agreement between the County and the Big Sur Land Trust (BSLT) to provide for County reimbursement to BSLT of costs incurred by BSLT for Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project restoration design and implementation activities, for a total amount not to exceed \$487,050, through use of grant funds from the Wildlife Conservation Board; and

b. Authorize the Director of Housing and Community Development or designee to execute the Reimbursement Agreement.

#### SUMMARY:

The proposed Reimbursement Agreement (Attachment A) between BSLT and the County would allow the County to reimburse BSLT for CRFREE Project restoration design and implementation activities, using funds from the Wildlife Conservation Board Grant awarded to the County, provided the activities are within the scope of the grant and the costs certified by BSLT and the County. The total not to exceed amount to be reimbursed under the Reimbursement Agreement is \$487,050. The term of the Reimbursement Agreement is from the date of the last signature on the agreement until full reimbursement, unless terminated sooner pursuant to the terms of the agreement.

# DISCUSSION:

The Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project (Project) is a comprehensive effort to improve flood control and restore native riparian habitat, floodplain habitat, and hydrologic function to a portion of the lower floodplain along the Carmel River.

The Big Sur Land Trust (BSLT) is an implementing partner and co-sponsor with the County on the CRFREE Project. Pursuant to this relationship, County is coordinating the planning, development, permitting, and construction activities for the CRFREE Project, and BSLT along with other owners of the real property on which the Project is located will have long term habitat management responsibilities. A Wildlife Conservation Board (WCB) grant held by the County provides funding for habitat restoration activities for the CRFREE Project. (WCB Grant No. WC-1947CA (hereafter "WCB Grant"), attached as Exhibit 1 to the Reimbursement Agreement.) The WCB Grant award cannot be transferred without the prior written consent of WCB, but County can contract with a third party for work within the scope of the grant to be reimbursed with the grant funds. Pursuant to Task Four of the WCB Grant, BSLT will develop and implement a Habitat Management Plan (HMP) for at least 80 acres of the Project site on the east side of State Route (SR) 1. BSLT proposes to develop the CRFREE restoration design and implement the restoration under one or more contracts that BSLT will manage with one or more consultants to be chosen by BSLT. These activities are proposed for the portion of the Project site owned by BSLT and three acres of the Project site owned by the Monterey Peninsula Regional Park District (MPRPD). MPRPD has authorized BSLT to do the planning and restoration work on this MPRPD property, with the understanding that BSLT will consult with MPRPD in preparing the restoration plan for MPRPD's three-acre site.

#### **CEQA**

The County has certified an Environmental Impact Report/Environmental Assessment (EIR/EA) for the CRFREE Project. Approval of the Reimbursement Agreement requires no additional environmental review, as it is a fiscal activity implementing a portion of the project analyzed in the EIR/EA. It does not require revision of the EIR/EA, as it involves no substantial changes in the Project, no substantial changes in circumstances, and no significant new information that would involve new significant environmental impacts or increased severity of environmental impacts. The EIR/EA is available for review at:

<a href="https://www.co.monterey.ca.us/home/showpublisheddocument/87783/637195973614930000">https://www.co.monterey.ca.us/home/showpublisheddocument/87783/637195973614930000</a>

## OTHER AGENCY INVOLVEMENT:

The Office of County Counsel and Auditor-Controller have reviewed and approved the Reimbursement Agreement as to form and fiscal provisions, respectively.

#### FINANCING:

Pursuant to the terms of the Reimbursement Agreement, the County will reimburse BSLT for consultant costs incurred and certified by BSLT for services related to the restoration design and implementation activities for the CRFREE Project, not to exceed \$487,050. The source of funds for County reimbursement of BSLT for these costs is the Wildlife Conservation Board Grant awarded to the County, as specified in WCB Grant No. WC-1947CA. The County will submit quarterly invoices to WCB for reimbursement from the Grant award. Currently there is \$518,697 budgeted in Fund 404-3200-8564-PFP057-Project 7200 for FY22. If additional appropriations are needed for this Project, staff will return to the Board of Supervisors for approval to increase appropriations.

# BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:

If approved, the recommended action supports the Board of Supervisors' Strategic Initiatives for Economic Development, Infrastructure, and Health and Human Services. This action represents

effective, timely response to Housing and Community Development customers. When complete, the CRFREE Project will reduce flood risk to the residential and commercial development north of the Carmel River, improve habitat for wildlife, and provide walking trails for the public.

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

Prepared by: Karen Riley-Olms, Management Analyst II (831) 755-5132

Reviewed by: Shandy Carroll, Management Analyst III Approved by: Melanie Beretti, HCD Services Manager

Erik V. Lundquist, AICP, Director of Housing and Community Development

The following attachment is on file with the Clerk of the Board:

Attachment A - Reimbursement Agreement with the Big Sur Land Trust, including Exhibit 1 Wildlife Conservation Board Grant (WC-1947CA)



# Item No.27

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

September 14, 2021

# **Board Report**

Legistar File Number: A 21-211

Introduced: 5/11/2021 Current Status: RMA Land Use - Consent

Version: 1 Matter Type: BoS Agreement

a. Approve a Reimbursement Agreement between the County and the Big Sur Land Trust (BSLT) to provide for County reimbursement to BSLT of costs incurred by BSLT for Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project restoration design and implementation activities, for a total amount not to exceed \$487,050, through use of grant funds from the Wildlife Conservation Board; and

b. Authorize the Director of Housing and Community Development or designee to execute the Reimbursement Agreement.

**CEQA Action**: Consider the previously certified Environmental Impact Report/Environmental Assessment (EIR/EA) for the CRFREE Project.

#### RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve a Reimbursement Agreement between the County and the Big Sur Land Trust (BSLT) to provide for County reimbursement to BSLT of costs incurred by BSLT for Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project restoration design and implementation activities, for a total amount not to exceed \$487,050, through use of grant funds from the Wildlife Conservation Board; and

b. Authorize the Director of Housing and Community Development or designee to execute the Reimbursement Agreement.

#### SUMMARY:

The proposed Reimbursement Agreement (Attachment A) between BSLT and the County would allow the County to reimburse BSLT for CRFREE Project restoration design and implementation activities, using funds from the Wildlife Conservation Board Grant awarded to the County, provided the activities are within the scope of the grant and the costs certified by BSLT and the County. The total not to exceed amount to be reimbursed under the Reimbursement Agreement is \$487,050. The term of the Reimbursement Agreement is from the date of the last signature on the agreement until full reimbursement, unless terminated sooner pursuant to the terms of the agreement.

## DISCUSSION:

The Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project (Project) is a comprehensive effort to improve flood control and restore native riparian habitat, floodplain habitat, and hydrologic function to a portion of the lower floodplain along the Carmel River.

The Big Sur Land Trust (BSLT) is an implementing partner and co-sponsor with the County on the CRFREE Project. Pursuant to this relationship, County is coordinating the planning, development, permitting, and construction activities for the CRFREE Project, and BSLT along with other owners of the real property on which the Project is located will have long term habitat management responsibilities. A Wildlife Conservation Board (WCB) grant held by the County provides funding for habitat restoration activities for the CRFREE Project. (WCB Grant No. WC-1947CA (hereafter "WCB Grant"), attached as Exhibit 1 to the Reimbursement Agreement.) The WCB Grant award cannot be transferred without the prior written consent of WCB, but County can contract with a third party for work within the scope of the grant to be reimbursed with the grant funds. Pursuant to Task Four of the WCB Grant, BSLT will develop and implement a Habitat Management Plan (HMP) for at least 80 acres of the Project site on the east side of State Route (SR) 1. BSLT proposes to develop the CRFREE restoration design and implement the restoration under one or more contracts that BSLT will manage with one or more consultants to be chosen by BSLT. These activities are proposed for the portion of the Project site owned by BSLT and three acres of the Project site owned by the Monterey Peninsula Regional Park District (MPRPD). MPRPD has authorized BSLT to do the planning and restoration work on this MPRPD property, with the understanding that BSLT will consult with MPRPD in preparing the restoration plan for MPRPD's three-acre site.

### **CEQA**

The County has certified an Environmental Impact Report/Environmental Assessment (EIR/EA) for the CRFREE Project. Approval of the Reimbursement Agreement requires no additional environmental review, as it is a fiscal activity implementing a portion of the project analyzed in the EIR/EA. It does not require revision of the EIR/EA, as it involves no substantial changes in the Project, no substantial changes in circumstances, and no significant new information that would involve new significant environmental impacts or increased severity of environmental impacts. The EIR/EA is available for review at:

### OTHER AGENCY INVOLVEMENT:

The Office of County Counsel and Auditor-Controller have reviewed and approved the Reimbursement Agreement as to form and fiscal provisions, respectively.

### FINANCING:

Pursuant to the terms of the Reimbursement Agreement, the County will reimburse BSLT for consultant costs incurred and certified by BSLT for services related to the restoration design and implementation activities for the CRFREE Project, not to exceed \$487,050. The source of funds for County reimbursement of BSLT for these costs is the Wildlife Conservation Board Grant awarded to the County, as specified in WCB Grant No. WC-1947CA. The County will submit quarterly invoices to WCB for reimbursement from the Grant award. Currently there is \$518,697 budgeted in Fund 404-3200-8564-PFP057-Project 7200 for FY22. If additional appropriations are needed for this Project, staff will return to the Board of Supervisors for approval to increase appropriations.

### BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:

If approved, the recommended action supports the Board of Supervisors' Strategic Initiatives for Economic Development, Infrastructure, and Health and Human Services. This action represents

effective, timely response to Housing and Community Development customers. When complete, the CRFREE Project will reduce flood risk to the residential and commercial development north of the Carmel River, improve habitat for wildlife, and provide walking trails for the public.

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

Prepared by: Karen Riley-Olms, Management Analyst II (831) 755-5132

Reviewed by: Shandy Carroll, Management Analyst III

Approved by: Melanie Beretti, HCD Services Manager

Erik V. Lundquist, AICP, Director of Housing and Community Development

The following attachment is on file with the Clerk of the Board:

Attachment A - Reimbursement Agreement with the Big Sur Land Trust, including Exhibit 1 Wildlife Conservation Board Grant (WC-1947CA)

# Attachment A

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# REIMBURSEMENT AGREEMENT BETWEEN COUNTY OF MONTEREY AND BIG SUR LAND TRUST FOR

# RESTORATION DESIGN AND IMPLEMENTATION WORK FOR THE CARMEL RIVER FLOODPLAIN RESTORATION AND ENVIRONMENTAL ENHANCEMENT (CRFREE) PROJECT

**THIS REIMBURSEMENT AGREEMENT,** hereinafter, "AGREEMENT", is made and entered by and between the County of Monterey, a political subdivision of the State of California, ("COUNTY") and Big Sur Land Trust, a California nonprofit public benefit corporation, ("BSLT") with reference to the following facts and circumstances:

### **RECITALS**

- A. The Carmel River Floodplain Restoration and Environmental Enhancement ("CRFREE") Project ("PROJECT") is located on portions of real property owned by BSLT, Monterey Peninsula Regional Park District (MPRPD), and California State Parks, hereinafter separately referred to as "BSLT Property", "MPRPD Property" and "State Parks Property", and collectively as "Project Property", all at the downstream end of the Carmel River Watershed, approximately half a mile from the Carmel River's mouth.
- B. The goal of the PROJECT is to improve flood control and to restore native riparian and floodplain habitat and hydrologic function to a portion of the lower floodplain along the Carmel River.
- C. BSLT is an implementing partner and co-sponsor with COUNTY on the PROJECT.
- D. BSLT and COUNTY have agreed that it is necessary and desirable for COUNTY to coordinate all planning, permitting, and construction activities associated with PROJECT, and for BSLT along with other Project Property owners and other interested third parties to have long term habitat management responsibilities and to coordinate restoration design and implementation activities associated with the PROJECT located on Project Property.
- E. BSLT and COUNTY intend that PROJECT shall be grant funded to the greatest extent feasible and, except as otherwise specifically provided herein, the COUNTY and BSLT shall not be obligated to fund any portion of the costs associated with the PROJECT.
- F. COUNTY has received a grant from the Wildlife Conservation Board ("**WCB Grant**") to pay for a portion of the PROJECT's restoration design and implementation. The WCB Grant is attached hereto as Exhibit 1 and incorporated herein by reference.
- G. Per the terms of the WCB Grant, the COUNTY cannot transfer the grant to BSLT without the prior written consent of WCB but may contract with BSLT for work performed

within the scope of the WCB Grant and reimburse BSLT for such work performed in accordance with the WCB Grant.

- H. COUNTY and BSLT propose that BSLT develop the PROJECT restoration design and implementation activities under one or more contracts that BSLT will manage with one or more consultants to be chosen by BSLT, and the COUNTY will reimburse BSLT for said work using funds from the WCB Grant held by COUNTY. The restoration design and implementation work subject to reimbursement under this AGREEMENT shall be referred to herein as "**Restoration Work**".
- I. BSLT's Restoration Work subject to reimbursement under this AGREEMENT will take place on BLST Property within the Project Property and on three acres of MPRPD Property within the Project Property. MPRPD has authorized BSLT to do the planning and restoration work on these three acres of MPRPD property, with the understanding that BSLT will consult with MPRPD in preparing the restoration plan for this three-acre site.
- J. The COUNTY has certified an Environmental Impact Report/Environmental Assessment (EIR/EA) for the CRFREE Project. This AGREEMENT requires no additional environmental review, as it is a fiscal activity implementing a portion of the project analyzed in the EIR/EA. It does not require revision of the EIR/EA, as it involves no substantial changes in the PROJECT, no substantial changes in circumstances, and no significant new information that would involve new significant environmental impacts or increased severity of environmental impacts.

# NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, BSLT AND COUNTY AGREE AS FOLLOWS:

- 1. <u>BSLT Consultant Contract.</u> BSLT shall select and contractually engage one or more consultants (hereinafter "**BSLT Consultant**") under one or more contracts for Restoration Work in accordance with the terms of the WCB Grant. Throughout this AGREEMENT the term "BSLT Consultant" shall include the singular and the plural, and "contract" shall include the singular and the plural. BSLT Consultant shall be responsible only to BSLT under said contract. Nothing in this AGREEMENT or in the BSLT Consultant contract shall impose upon BSLT Consultant any obligation to COUNTY, nor shall it impose upon COUNTY any obligation to or responsibility for BSLT Consultant. BSLT shall provide all needed direction and guidance to BSLT Consultant. COUNTY shall not provide direction and/or guidance to BSLT Consultant in respect to the BSLT Consultant contract, except as requested by BSLT and as agreed by COUNTY, and in no event shall COUNTY have any liability associated with the BSLT Consultant, except as otherwise provided in this AGREEMENT.
- 2. <u>Consultation with COUNTY</u>. BSLT agrees that BSLT shall consult with COUNTY and obtain County's approval on the design of the restoration components of the Restoration Work under this AGREEMENT. BSLT shall ensure that the Restoration Work performed by BSLT and BSLT Consultant complies with the WCB Grant and is consistent with all then current PROJECT permits and entitlements. COUNTY approval shall not be unreasonably withheld, nor

cause delay in PROJECT, nor increase cost of PROJECT, provided that the Restoration Work proposed and performed by BSLT and BSLT Consultant complies with the WCB Grant and is consistent with all then current PROJECT permits and entitlements.

### 3. Reimbursement

- a. <u>BSLT Consultant Invoices, Certification & Payment</u>. BSLT shall require that BSLT Consultant invoices include a detailed breakdown of the time worked on each task, expenses, receipts for all materials and supplies, and any other further information required by the terms of the WCB Grant. Upon receipt of BSLT Consultants invoice(s), BSLT shall review and certify the fees charged by BSLT Consultant in accordance with the terms of BSLT Consultant contract ("Certified Invoice"), and BSLT shall pay BSLT Consultant in accordance with the Certified Invoices. COUNTY shall reimburse BSLT for Certified Invoices paid by BSLT up to the Maximum Reimbursement amount allowed by this AGREEMENT. This AGREEMENT is not subject to the 10% retention included in the WCB Grant.
- b. <u>Maximum Reimbursement Under AGREEMENT</u>. The Maximum Reimbursement which COUNTY will reimburse to BSLT under this AGREEMENT is \$487,050.00 (four hundred eighty-seven thousand fifty dollars).

### c. Reimbursement Procedures

- i. BSLT shall submit an invoice to COUNTY ("BSLT Invoice") on a monthly basis, beginning upon execution of BSLT Consultant contract, and thereafter, not later than the last day of each following month. BSLT Invoices shall set forth and include:
  - (1) a copy of each Certified Invoice including amount paid, detailed breakdown of the time worked on each task, expenses, and receipts for all materials and supplies;
  - (2) evidence that each such Certified Invoice has been processed and paid by BSLT;
  - (3) a progress report detailing the activities accomplished under the BSLT Consultant contract in that billing period; and
  - (4) all other information and supporting documentation required by the terms of the WCB Grant and COUNTY.
- ii. Upon receipt of a BSLT Invoice, including all required supporting documentation as described above, COUNTY shall verify and certify the invoice and shall promptly submit such COUNTY certified invoice to the County Auditor-Controller for payment. COUNTY, through the County Auditor-Controller, shall pay the amount certified within 30 days of receiving the COUNTY certified invoice.

### d. Grant Compliance

- i. COUNTY's obligation to reimburse BSLT under this AGREEMENT is conditioned upon BSLT, and invoiced work under the BSLT Consultant contract, being in compliance with applicable terms of the WCB Grant, including without limitation the following provisions:
  - (1) Section 4.3 of the Grant Agreement BSLT will provide the specified documentation and information which County will need from BSLT in order for County to request disbursement of WCB grant funds for the work;
  - (2) Section 6.1 of the Grant Agreement Restoration Work must be consistent with the applicable portion(s) of the Work Plan attached to the Grant;
  - (3) Section 8.2 of the Grant Agreement the auditors of the State of California shall have the right to examine the records of BSLT relative to the goods, services, equipment, materials, supplies, or other assistance provided to County for the Restoration Work.
- ii. BSLT shall be responsible to ensure that BSLT and invoiced work under BSLT Consultant contract are in compliance with all WCB Grant terms.

### e. Grant Repayment Obligation

- i. BSLT and COUNTY will cooperate to: work with WCB to resolve any delay in or failure of disbursement/reimbursement by WCB due to noncompliance with grant terms; and work with WCB to resolve any circumstances which have or may trigger grant reimbursement or repayment obligation, as described in Sections 4 and 7 of the WCB Grant.
- ii. In the event that a repayment obligation is triggered due solely to BSLT's noncompliance, then BSLT shall reimburse COUNTY for the amount COUNTY is required to repay to WCB.
- iii. In the event that a repayment obligation is triggered due solely to COUNTY's noncompliance, then COUNTY shall solely pay the amount it is required to repay to WCB.
- iv. In the event that a repayment obligation is triggered due to BSLT and COUNTY joint noncompliance, then COUNTY and BSLT shall share the cost of the repayment obligation in proportion to their respective responsibility for noncompliance.
- v. BSLT and COUNTY agree to meet and confer in good faith when there is a disagreement as to which party caused the repayment obligation.

- vi. In the event that a repayment obligation is triggered, but BSLT and COUNTY do not agree and there is no clear fault by either party, COUNTY and BSLT shall engage in a dispute resolution process to address the repayment obligation.
- 4. <u>Term.</u> This AGREEMENT shall become effective upon latest date of signature hereto and continue until BSLT has been fully reimbursed pursuant to the terms of this AGREEMENT, unless terminated pursuant to Paragraph 5 of this AGREEMENT.
- 5. <u>Termination</u>. This AGREEMENT shall terminate upon full reimbursement of BSLT pursuant to the terms of this AGREEMENT but may be terminated earlier by BSLT or COUNTY, by giving thirty (30) days' written notice to the other. Upon such early termination, COUNTY shall pay BSLT Invoices for any BSLT Consultant contract work performed by BSLT Consultant through effective date of termination. The obligation of County to pay amounts due with respect to periods prior to the termination shall survive any termination of this AGREEMENT.
- 6. <u>Entire Agreement</u>. This AGREEMENT and its attachments constitute the entire agreement between the BSLT and COUNTY respecting the matters set forth herein. COUNTY and BSLT each represent that neither has relied on any promise, inducement, representation, or other statement made in connection with this AGREEMENT that is not expressly contained herein.
- 7. <u>Negotiated Agreement</u>. It is agreed and understood by BSLT and COUNTY that this AGREEMENT has been arrived at through negotiations and that neither is deemed the party which prepared this AGREEMENT within the meaning of Civil Code Section 1654.
- 8. <u>Assignment</u>. Neither COUNTY nor BSLT shall have the right to assign its respective rights and obligations hereunder without the written consent of the other party. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 9. <u>Amendment</u>. This AGREEMENT may be amended, modified or supplemented only in writing and signed by both COUNTY and BSLT.
- 10. <u>Contracting Officer</u>. The contracting officer of COUNTY, and the only entity authorized by law to make or amend this AGREEMENT on behalf of COUNTY, is the Board of Supervisors of the County of Monterey.
- 11. <u>Waiver.</u> The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this AGREEMENT shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in any other instance or a waiver of any other condition or breach of any other term.

- 12. <u>Governing Law</u>. This AGREEMENT shall be governed by, construed, interpreted and applied in accordance with the laws of the State of California.
- 13. <u>Construction</u>. The language in all parts of this AGREEMENT shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party has reviewed and revised this AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.
- 14. <u>Conflict with BSLT Consultant Contract</u>. BSLT shall make best efforts to ensure that its BSLT Consultant contract for the Restoration Work subject to reimbursement under this AGREEMENT is consistent with the terms of this AGREEMENT. In the event of a conflict between the provisions of this AGREEMENT and said BSLT Consultant contract, the provisions of this AGREEMENT shall govern.
- 15. <u>Relationship of Parties</u>. The parties agree that this AGREEMENT establishes only a reimbursement arrangement between the parties, and that, notwithstanding any terms to the contrary, the parties are not partners or joint venturers.
- 16. Indemnification. County and BSLT agree that each will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party hereto or the results thereof. Each party ("Indemnifying Party") to this AGREEMENT shall indemnify, defend, and hold harmless the other party, its officers, agents, and employees ("Indemnified Party"), 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 Indemnifying Party's approval of this AGREEMENT or performance pursuant to this AGREEMENT, but only to the extent such claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) are caused by or result from the negligent or intentional acts or omissions of the Indemnifying Party, it officers, employees, and agents. "Performance pursuant to this AGREEMENT" includes action or inaction of either the Indemnifying Party or the action or inaction of the Indemnifying Party's officers, employees, agents, contractors, and subcontractors. In the event of a claim or litigation brought against a party or the parties by a third party challenging the approval of this AGREEMENT, the parties agree to cooperate in the defense of said claim or litigation.

Further, in accordance with Section 8.3 of the Grant Agreement, to the fullest extent permitted by law, BSLT shall indemnify, protect, and hold harmless the Wildlife Conservation Board and the State of California, and their respective members, officers, agents, employees and representatives, from and against any and all claims, demands, damages, losses, costs (including attorneys' fees), expenses, and liability of any nature (Claims) arising out of or incident to the Restoration Work, BSLT's entry upon and use of the Project Property, and the performance of,

or failure to observe or perform, any obligations of the BSLT under this AGREEMENT. The obligations of BSLT under this include, without limitation, Claims resulting from the generation, use, storage, disposal, release or threatened release of any hazardous or toxic substance, material or waste; petroleum or petroleum products and other substances that present a threat to human health or the environment.

17. <u>Notices</u>. Notice required under this AGREEMENT shall be delivered personally or by first class, postage pre-paid mail addressed as follows:

TO COUNTY: Erik V. Lundquist, AICP, Director

Housing and Community Development

County of Monterey

1441 Schilling Place, South 2<sup>nd</sup> Floor Salinas, California 93901-4527

TO BSLT: Jeannette Tuitele-Lewis, President/CEO

Big Sur Land Trust PO BOX 4071 Monterey CA 93942

- 18. <u>Authority</u>. Any individual executing this AGREEMENT on behalf of the COUNTY or BSLT 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.
- 19. <u>Counterparts</u>. 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.
- 20. <u>Severability</u>. If any provision of this AGREEMENT is deemed by a court of competent jurisdiction to be unenforceable under applicable law, the remaining provisions shall in no way be affected and shall remain in full force.

8/25/2021

Date:

IN WITNESS WHEREOF, BSLT and COUNTY have executed this AGREEMENT to be effective on the latest date written below.

### **COUNTY OF MONTEREY BIG SUR LAND TRUST\*** a California nonprofit public benefit corporation DocuSigned by: By: By: leannette Tuitele-lewis Erik V. Lundquist, AICP Signature of Chair, President or Vice President) Director of Housing and Community Development Date: Its: Jeannette Tuitele-Lewis, President/CEO (Print Name and Title) 8/24/2021 Approved as to Form Date: Office of the County Counsel Leslie J. Girard, County Counsel By: Wendy S. Strimling •57334506DB194BCWendy S. Strimling **Assistant County Counsel** Date: 8/25/2021 **Approved as to Fiscal Provisions** DocuSigned by: By: Jary Giboney D3834BFEC1D8449... Gary Giboney Chief Deputy Auditor-Controller 8/25/2021 Date: Approved as to Indemnity and Insurance Provisions Office of the County Counsel DocuSigned by: By: Mancuso 2AFDFB99D27 Danielle P. Mancuso Risk Manager

\*INSTRUCTIONS: If PROJECT APPLICANT is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If PROJECT APPLICANT is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If PROJECT APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

# **EXHIBIT 1**

Wildlife Conservation Board (WCB)
GRANT AGREEMENT NO. WC-1947CA
For the Carmel River Floodplain Restoration and
Environmental Enhancement (CRFREE) Project

### **CALIFORNIA WILDLIFE CONSERVATION BOARD**

**GRANT AGREEMENT** 

Between

STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD

and

**COUNTY OF MONTEREY** 

and

**BIG SUR LAND TRUST** 

and

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

and

MONTEREY PENINSULA REGIONAL PARK DISTRICT

for

CARMEL RIVER FLOODPLAIN RESTORATION AND ENHANCEMENT

**MONTEREY COUNTY, CALIFORNIA** 

WC-1947CA

State of California Natural Resources Agency Department of Fish and Wildlife Wildlife Conservation Board Carmel River Floodplain Restoration and Enhancement Grant Agreement Number WC-1947CA Project ID: 2017070

Page i

**GRANTEE:** 

County of Monterey

1441 Schilling Place, Second Floor South

Salinas, CA 93901 Attn.: Carl P. Holm, AICP

Phone: 831-775-5103

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

**GRANTOR:** 

Wildlife Conservation Board

P.O. Box 944209

Sacramento, California 94244-2090 Attn.: Cara Allen, State Representative

Phone: (916) 445-1095

E-mail: Cara.Allen@wildlife.ca.gov

LANDOWNERS:

Big Sur Land Trust

P.O. Box 4071 Monterey, CA 93942 Attn.: Jeannette Tuitele-Lewis, President

Phone: (831) 625-5523

E-mail: jtuitele@bigsurlandtrust.org

California Department of Parks and Recreation,

Monterey District

2211 Garden Road, Monterey, CA 93940 Attn.: Brent Marshall, District Superintendent

Phone: (831) 649-2836

E-mail: Brent.Marshall@parks.ca.gov

Monterey Peninsula Regional Parks District

P.O. Box 223340 Carmel, CA 93922 Attn.: Rafael Payan, General Manager

Phone: (831) 372-3196 E-mail: payan@mprpd.org

**Grant Agreement No.:** 

WC-1947CA

Board Approval Date:

February 26, 2020

Projected Completion Date: November 30, 2024

•

Terms of Agreement:

Capital Improvements:

Notice to Proceed Date ( APR 0 3 2020) through

November 30, 2024

Management:

Completion of Capital Improvements to

November 30, 2045

Project Life:

Twenty-five years

Project ID:

2017070

Page ii

Carmel River Floodplain Restoration and Enhancement Grant Agreement Number WC-1947CA Project ID: 2017070

### **FUNDING CERTIFICATION**

I hereby certify that (a) the following funds will be encumbered on behalf of Grantor; and (b) Grant Funds shall not be disbursed unless and until sufficient proceeds from the source identified below become available to Grantor to disburse.

--- DocuSigned by:

Steve Bouthillier

2/27/2020

-B2474E40 Fiscal Officer

Date:

**WCB Total Grant Amount:** 

\$2,500,000.00

**Grant Amount:** 

\$32,148,00

Fund Source:

Habitat Conservation Fund, Section 2786ef

Appropriation Item:

Chapter 20, Statutes of 2013

3640-801-0262

**Expenditure Code:** 

19-1000-706-53000

**Grant Amount:** 

\$181,170.00

Fund Source:

Habitat Conservation Fund, Section 2786ef

Appropriation Item:

Chapter 14, Statutes of 2017

3640-801-0262

Expenditure Code:

19-1000-706-57007

**Grant Amount:** 

\$47,532.00

Fund Source:

Habitat Conservation Fund, Section 2786ef(1E)

Appropriation Item:

Chapter 21, Statutes of 2012

3640-301-0262

Expenditure Code:

19-1000-706-52000

**Grant Amount:** 

\$57,903.00

Fund Source:

Habitat Conservation Fund, Section 2786ef(1E)

Appropriation Item:

Chapter 33, Statutes of 2011

3640-301-0262

Expenditure Code:

19-1000-706-51000

**Grant Amount:** 

\$2,181,247.00

5. Ash

Fund Source:

Habitat Conservation Fund, Section 2786ef

Appropriation Item:

Chapter 23, Statutes of 2016

3640-801-0262

Expenditure Code:

19-1000-706-56006

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Carmel River Floodplain Restoration and Enhancement Grant Agreement Number WC-1947CA Project ID 2017070

### 1. SCOPE OF AGREEMENT

Pursuant to the Wildlife Conservation Law of 1947, Chapter 4.1 (California Riparian Habitat Conservation Program) of Division 2, (commencing with Section 1385) of the California Fish and Game Code; and the approval granted by the Wildlife Conservation Board on February 26, 2020, the Wildlife Conservation Board (Grantor) hereby grants to County of Monterey (Grantee), a sum not to exceed two million five hundred thousand dollars (\$2,500,000.00) (Grant Funds), upon and subject to the terms and conditions of this Grant Agreement (Agreement).

### 2. PURPOSES OF GRANT

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of assisting Grantee with the project generally described as riparian and floodplain habitat restoration (Project) on approximately 135 acres of publicly- and privately-owned land located in Monterey County, California (Property). The Property is generally shown on the attached Exhibit A - LOCATION MAP. The Big Sur Land Trust, California Department of Parks and Recreation, and the Monterey Peninsula Regional Park District are the fee owners of the Property.

### 3. CONDITIONS OF GRANT

Grantor's obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfactory completion of all of the following conditions:

- 3.1 Grantor shall have reviewed and approved all documents pertaining to the Project, including, without limitation, feasibility and planning studies, designs, plans, budgets, cost estimates, timelines, and agreements. Such review and approval by Grantor will be for compliance with this Agreement as well as funding and other requirements applicable to Grantor and shall not be unreasonably withheld.
- 3.2 Grantor shall have reviewed and approved a certified resolution or other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this Agreement and the carrying out of the Project by Grantee.
- 3.3 Grantee shall have disclosed all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. These amounts shall be reflected in the attached Exhibit B BUDGET (Budget) by Budget category. As between Grantor and Grantee, Grantee shall be responsible for any and all Project costs that exceed the amount of the Grant Funds provided under this Agreement.
- 3.4 The grant proposal shall have been approved by the Wildlife Conservation Board at a public meeting, this Agreement shall have been fully executed by Grantor and Grantee, and Grantee shall have received a written "Notice to Proceed" from Grantor. The approval of the grant proposal by the Wildlife Conservation Board, if such approval is given, shall not constitute authorization for the commencement of the Project or expenditure of Grant Funds. No expenditure made or activity initiated prior to Grantee's receipt of a written Notice to Proceed from Grantor will be eligible for reimbursement by Grantor.

Carmel River Floodplain Restoration and Enhancement Grant Agreement Number WC-1947CA Project ID 2017070

### 4. DISBURSEMENTS

- 4.1 Upon satisfaction of all of the Conditions of Grant set forth in Section 3, above, and so long as Grantee is not in breach or default under this Agreement, Grantor agrees to disburse the Grant Funds to Grantee, in arrears, in installments as set forth in this Section 4. Disbursements shall be made not more frequently than monthly and disbursements of less than \$5000.00 should be made not more frequently than quarterly. All disbursements shall be subject to the availability of funds for purposes of the Project as provided in Section 4.8.
- 4.2 Grantee shall request disbursement of Grant Funds by submitting a disbursement request to Grantor for approved budgeted work performed on the Project in accordance with Section 4.3. Disbursement shall be contingent upon approval of the disbursement request by Grantor.
- 4.3 The disbursement request must be submitted on Grantee's letterhead, signed by an authorized representative of Grantee, and include a written description of the work completed during the period of the disbursement request. Requests for disbursement must be itemized using the same categories included in the attached Budget. Exhibit C DISBURSEMENT REQUEST TEMPLATE provides the format to use for submitting disbursement requests to Grantor. Each disbursement request shall contain supporting or back-up documentation for all amounts shown on the request, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all contractor or sub-contractor services.
- 4.4 Grantor may withhold ten percent (10%) of the total approved amount from each disbursement (Retained Grant Funds) until Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.
- 4.5 Upon completion of Project activities, Grantee may request disbursement of the Retained Grant Funds. Grantee shall submit this request no later than thirty (30) days after the Projected Completion Date (as defined in Section 6.1)
- 4.6 Please submit disbursement requests electronically to WCB at WCBClerical@wildlife.ca.gov and WCB Project Manager Cara Allen, (Cara.Allen@wildlife.ca.gov) with "Project ID 2017070 Invoice No. \_\_\_\_" in the subject line.

Alternatively, hard copy requests for disbursement can be sent to:

Wildlife Conservation Board P.O. Box 944209 Sacramento, California 94244-2090 Attn: Cara Allen

4.7 Grantee shall reimburse Grantor for any erroneous disbursement of Grant Funds under this Agreement. Reimbursement shall occur within 30 days of written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that reimbursement becomes due and owing until received by Grantor.

- 4.8 Despite any contrary provision of this Agreement, Grantor shall not be obligated to disburse any remaining unpaid portion of the Grant Funds unless and until sufficient funds identified for allocation to the Project (as further specified in the Funding Certification attached to this Agreement) are released by the State Treasurer's Office to Grantor for expenditure for this grant. No request for disbursement submitted prior to the release of such funds to Grantor shall be effective.
- 4.9 With the final invoice, Grantee shall provide a completed Final Cost Share Accounting Form (Exhibit D FINAL COST SHARE TEMPLATE) when work is completed. The completed Final Cost Share Accounting Form shall identify and delineate all cost share funds expended and in-kind services provided during the Grant term before Project completion and will be consistent with Exhibit B BUDGET.

### 5. BUDGET AND INDIRECT COSTS

5.1 The attached Budget is an estimate of the Grantee's anticipated costs for the Project and discloses all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. Should the Budget not disclose all funding sources for the Project, Grantor may refer this grant to the Department of Finance for a Project audit. Grantee may seek additional funding from sources other than Grantor, with Grantor's approval, to cover cost increases or to reduce Grantor's cost share. Should Grantee obtain additional funds from sources other than Grantor, Grantee shall promptly notify Grantor of the amounts and sources of the additional funding and submit a proposed new budget reflecting any changes to Grantor for its approval.

When actual Project costs indicate that the costs of certain Budget categories payable by Grantor are higher than estimated, and these higher costs are offset by lower costs in other Budget categories payable by Grantor, the Grantee may submit a written request to Grantor to shift funds between such Budget categories. Contingencies shall be used only upon written approval by Grantor. Grantor shall approve or deny a requested Budget revision or use of contingencies in writing within 10 business days of receipt of Grantee's written request.

5.2 Indirect cost rates are limited to 20 percent of the total direct WCB Grant Funds minus subcontractor and equipment costs. Any amount over 20 percent will not be funded but may be used as cost share. If Grantee seeks to recover indirect or administrative costs, this item should be included as a line item in the Budget. Any cost that is billed as a direct cost may not be included in indirect cost rates. Indirect costs include, but are not limited to, the following: workers compensation insurance, utilities, office space rental, phone, and copying which is directly related to completion of the Project.

Costs for subcontractors and purchase of equipment cannot be included in the calculation of indirect costs in the Budget. It is the responsibility of the Grantee to keep documentation for all indirect costs claimed in Exhibit B. For all indirect costs claimed, Grantee must keep backup documents in audit-ready files (these documents are not provided to WCB).

### 6. GRANTEE'S COVENANTS

Carmel River Floodplain Restoration and Enhancement Grant Agreement Number WC-1947CA Project ID 2017070

In consideration of this Agreement, Grantee hereby covenants and agrees as follows:

- 6.1. Grantee will complete or cause to be completed all Project activities in accordance with Grantee's proposed design and specifications submitted to Grantor, a copy of which is attached as Exhibit E - WORK PLAN and incorporated herein by this reference, on or before November 30, 2024 (Projected Completion Date). The Project will be considered complete when all Project activities have been completed and Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.
- 6.2 Grantee is responsible for obtaining all necessary permits and approvals for the Project (including its construction, management, monitoring, operation, use and maintenance), and complying with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including its construction, management, monitoring, operation, use and maintenance).
- 6.3 Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor on signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by Grantee referencing the Project. Any sign installed on the Property referencing the Project shall be subject to the mutual agreement of Grantor, Grantee and Landowner regarding text, design and location and shall display the logo of Grantor.
- 6.4 Not later than 30 days following the completion of all Project activities Grantee will submit either five hard copies or one hard copy and one digital copy of a final report of accomplishments, including pre- and post-Project photographs and a final design or site plan of the Project, to Grantor.
- 6.5 Grantee shall ensure that the Property restored with funds provided by Grantor is operated, used and maintained throughout the Project Life consistent with the Purposes of Grant and in accordance with the long-term management plan for the Project attached as Exhibit F MANAGEMENT PLAN. Grantee may contract with Landowner to manage the Project on behalf of Grantee, however, as between Grantor and Grantee such management will remain the responsibility of Grantee.
- 6.6 The Grantee shall cause the Landowner to permit Grantor, the California Department of Fish and Wildlife, and their respective members, officers, employees, agents and representatives, to access the Property at least once every twelve months from the date of Grantor's Notice to Proceed through the end of the Project Life for purposes of inspections and monitoring. Such access shall be at times reasonably acceptable to the Landowner and the requester following written or verbal request to the Grantee.

### 7. BREACH AND REMEDIES

7.1 In the event of a breach of Grantee's obligations under this Agreement, Grantor shall give notice to Grantee describing the breach. If Grantee does not cure the breach described in the Grantor's notice within 90 days after the date of Grantor's notice (or, if the breach cannot reasonably be cured within 90 days, Grantee does not commence

the cure within the 90-day period and diligently pursue it to completion), then Grantee shall be in default of this Agreement.

- 7.2 In the event of a default by Grantee before the Project is complete then, in addition to any and all other remedies available at law or in equity, Grantor may seek specific performance of this Agreement. Grantee agrees that specific performance is an appropriate remedy because the benefits to Grantor from Grantee's completion of the Project in accordance with this Agreement, as described in Section 2 (Purposes of Grant), are unique and damages would not adequately compensate Grantor for the loss of such benefits.
- 7.3 In the event of a default by Grantee, in addition to any and all other remedies available at law or in equity, Grantor may withhold Grant Funds from Grantee or may require reimbursement of Grant Funds that were disbursed in error due to a breach of the Grant terms, including incorrect billing of indirect costs as identified in Section 5.2.
- 7.4 In the event of a default by Grantee, in addition to any and all other remedies available under this Agreement, at law or in equity, Grantor may require Grantee to reimburse the Grant Funds to Grantor in an amount determined by application of the following Reimbursement Formula:

### "Reimbursement Formula"

Formula:

Dollar amount of Grant Funds divided by Project Life, times the number of

years remaining in the Project Life.

Example:

Grantor grants \$50,000.00 to Grantee for the restoration and enhancement of wetland and riparian habitat, and the Project Life is 25 years. With 10.5 years remaining on the Project Life, the Grantee is in default under the Agreement. The reimbursement amount would be \$21,000, calculated as follows:

(\$50,000.00 ÷ 25 years) x 10.5 years = \$21,000

Reimbursement shall be due from Grantee immediately upon written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that the reimbursement becomes due until it is actually received by Grantor.

- 7.5 Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.
- 7.6 Waiver of any breach or default by Grantee shall not be deemed to be a waiver of any subsequent breach or default, nor shall it constitute a modification of this Agreement.

### 8. ADDITIONAL TERMS AND CONDITIONS

8.1 Grantee Responsible for Project

While the Grantor undertakes to assist the Grantee with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the

Carmel River Floodplain Restoration and Enhancement Grant Agreement Number WC-1947CA Project ID 2017070

Grantee. Grantor undertakes no responsibilities to the Grantee, the Landowner, or any third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of the Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project.

### 8.2 Contracts

All agreements between Grantee and any third party related to the Project must be in writing and contain language that establishes the right of the auditors of the State of California to examine the records of the third party relative to the goods, services, equipment, materials, supplies or other assistance provided to Grantee for the Project. Grantee shall provide a complete copy of each agreement over \$10,000.00 to Grantor prior to commencing work.

### 8.3 Indemnification

To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless the Wildlife Conservation Board and the State of California, and their respective members, officers, agents, employees and representatives, from and against any and all claims, demands, damages, losses, costs (including attorneys' fees), expenses, and liability of any nature (Claims) arising out of or incident to the Project, Grantee's entry upon and use of the Property, and the performance of, or failure to observe or perform, any obligations of the Grantee under this Agreement. The obligations of Grantee under this Section 8.3 include, without limitation, Claims resulting from the generation, use, storage, disposal, release or threatened release of any hazardous or toxic substance, material or waste; petroleum or petroleum products and other substances that present a threat to human health or the environment.

### 8.4 Amendment; Severability

This Agreement may be modified only by a written amendment signed by Grantor, Grantee and Landowner. No oral or written understanding or agreement not incorporated in this document shall be binding on the parties.

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect without the invalid provision or application. To this end the provisions of this Agreement are severable.

### 8.5 Independent Capacity of Grantee; Withholding and Payments

Grantee, its members, officers, directors, employees, agents, and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, officer, agent, employee, or representative of Grantor. Grantee is responsible for withholding and paying employment taxes, insurance and deductions of any kind required by federal, state, or local laws.

### 8.6 No Assignment or Transfer

This Agreement is not assignable or transferable by Grantee, either in whole or in part, without the prior written consent of Grantor which Grantor may grant or withhold in Grantor's discretion.

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### 8.7 Accounting/Records/Audits

Grantee shall maintain complete and accurate records of its actual Project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement by Grantor. During such time, Grantee shall make said records available (or cause them to be made available) to the State of California for inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by Grantor shall be borne by Grantee. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

### 8.8 Use of Grant Funds to Secure Additional Funding

Grantee agrees that the funding provided under this Agreement shall not be used as cost share for other grants, or to secure loans or other monetary awards without written approval from the Executive Director, Wildlife Conservation Board. Such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.

### 8.9 <u>Termination or Suspension of Agreement</u>

At any time before Grantee has broken ground on the Project Grantor may terminate this Agreement for any reason by providing Grantee not less than 30 days written notice of termination. In addition, Grantor may suspend this Agreement at any time upon written notice to Grantee. In either case, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs to Grantor. The Grantor shall be responsible for reasonable and non-refundable obligations or expenses incurred by the Grantee under this Agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this Agreement. Any notice suspending work under this Agreement shall remain in effect until Grantor authorizes work to resume by giving further written notice to Grantee.

### 8.10 Resolution of Disputes

The State Project Representative is identified on Page i of this Agreement. The State Project Representative has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement or disbursement of Grant Funds. The Grantee will diligently pursue with the State Project Representative a mutually agreeable settlement of any such controversy.

If the controversy cannot be resolved between Grantee and the State Project Representative, the Grantee must direct the grievance together with any evidence, in writing, to the Executive Director of the Wildlife Conservation Board. The grievance must state the issues in the dispute, the legal authority or other basis for the Grantee's position and the relief sought.

The Executive Director or designee shall meet with a representative of the Grantee to review the issues. A written decision signed by the Executive Director or designee shall be returned to the Grantee within twenty (20) working days of the conclusion of this meeting.

Carmel River Floodplain Restoration and Enhancement Grant Agreement Number WC-1947CA Project ID 2017070

8.11 Drug-Free Workplace Certification

By signing this Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 8.11.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 8.11.2 Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - a) the dangers of drug abuse in the workplace;
  - b) the person's or organization's policy of maintaining a drug-free workplace;
  - c) any available counseling, rehabilitation, and employee assistance programs; and,
  - d) penalties that may be imposed upon employees for drug abuse violations.
- 8.11.3 Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
  - a) will receive a copy of the company's drug-free policy statement; and,
  - b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future state contracts if the Grantor determines that any of the following has occurred: (1) Grantee has made false certification, or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

### 8.12 Union Organizing

By signing this Agreement, the Grantee hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- 8.12.1 No state funds disbursed by this grant will be used to assist, promote, or deter union organizing;
- 8.12.2 Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;
- 8.12.3 Grantee shall, where state funds are not designated as described in 8.12.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
- 8.12.4 If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

Page 9

### 8.13 Labor Code Requirements; Prevailing Wage

State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the California Wildlife Conservation Board and the California Department of Fish and Wildlife are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and to the Department of Industrial Relations (DIR) website at <a href="http://www.dir.ca.gov">http://www.dir.ca.gov</a>. Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

### 8.14 Disposition of Equipment

Title or ownership of equipment with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by WCB's Grant Manager.

### 8.15 Informational Products

All informational products (e.g. data, studies, findings, management plans, manuals, photos etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Geoportal (<a href="http://portal.gis.ca.gov/geoportal/catalog/main/home.page">http://portal.gis.ca.gov/geoportal/catalog/main/home.page</a>), maintained by the California Department of Technology.

### 8.16 Non-Discrimination

During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.), and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the nondiscrimination and compliance provisions of this Agreement in all contracts related to the Project.

Carmel River Floodplain Restoration and Enhancement Grant Agreement Number WC-1947CA Project ID 2017070

### 9. NOTICE OF AGREEMENT

The terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property for the Project Life.

Grantee and Landowner each agrees to sign, have acknowledged by a Notary Public, and deliver to Grantor for recording a separate document, in a form substantially as shown in Exhibit G - NOTICE OF UNRECORDED GRANT AGREEMENT, to provide constructive notice of this Agreement.

### 10. AUTHORIZATION

The signature of the Executive Director certifies that at the meeting of the Wildlife Conservation Board held on February 26, 2020, the Board authorized the award of a grant of up to \$2,500,000.00 to Grantee for the Project.

### 11. EFFECTIVENESS OF AGREEMENT

This Agreement shall be deemed executed and effective when fully signed by authorized representative(s) of each of Grantor, Grantee and Landowner. Each party shall sign five original counterparts of this Agreement. Each fully executed counterpart shall be deemed an original. Grantee and Landowner(s) shall each receive one fully executed original and Grantor shall receive one fully executed original.

### 12. EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

Exhibit A - Location Map

Exhibit B - Budget

Exhibit C - Disbursement Request Template

Exhibit D - Final Cost Share Template

Exhibit E - Work Plan

Exhibit F - Management Plan

Exhibit G - Form of Notice of Unrecorded Grant Agreement

Carmel River Floodplain Restoration and Enhancement Grant Agreement Number WC-1947CA Project ID 2017070

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

### **GRANTOR**

STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

John P. Donnelly

Date:

e: 4320

Date: Feb 11, Zow

**GRANTEE** 

COUNTY OF MONTEREY

By: Carl P. Holm

Director, Resource Management Agency

By signing below, Landowner approves the Project and authorizes Grantee, its agents, employees, representatives, invitees, contractors, and subcontractors to enter on and use the Property for all purposes necessary or appropriate to carry out the Project and the obligations of Grantee under this Agreement. Landowner agrees to ensure that any activity on or use of the Property is consistent with the Purposes of Grant and the long-term management plan for the Project attached as Exhibit F - MANAGEMENT PLAN.

### **LANDOWNERS**

| _             | _ | _      |              | 2.5 |            | <br>     |     |
|---------------|---|--------|--------------|-----|------------|----------|-----|
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Seannette Tuitele Vewis

President/CEO

Date: Fib 12, Jw0

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

Brent Marshall

Monterey District Superintendent

Date: 2(12/ 7070

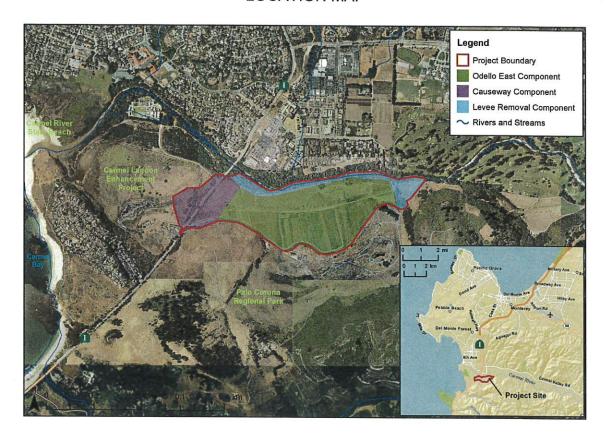
MONTEREY\_PENINSULA REGIONAL PARK DISTRICT

Ву:\_\_\_\_\_\_

Date: 02.12.20

Rafael Payan General Manager Carmel River Floodplain Restoration and Enhancement, Monterey County Grant Agreement Number –WC1947CA Project ID 2017070

### **LOCATION MAP**



Carmel River Floodplain Restoration and Enhancement, Monterey County Grant Agreement Number –WC-1947CA Project ID 2017070

**EXHIBIT B** 

### **BUDGET**

| Project Task               | WCB         | Non-WCB Funds* | Total Cost  |
|----------------------------|-------------|----------------|-------------|
| 1. Project Management      |             | \$47,491       | \$47,491    |
| 2. Floodplain Designs      | \$357,443   |                | \$357,443   |
| 3. Floodplain Construction | \$1,655,507 | \$5,525,569    | \$7,181,076 |
| 4. Habitat Restoration     | \$487,050   | \$899,950      | \$1,387,000 |
| TOTAL                      | \$2,500,000 | \$6,473,010    | \$8,973,010 |

<sup>\*</sup>Monterey County Resource Management Agency, Department of Water Resources, and State Coastal Conservancy.

<sup>\*\*</sup>No indirect charges were requested as a part of this project

<sup>\*\*\*</sup>The Carmel River Floodplain Restoration and Environmental Enhancement Project (Project) includes two related construction components: floodplain restoration and a new causeway. WCB is partially funding activities associated with the floodplain restoration, and the causeway will be funded in a separate effort. This budget exhibit only includes costs associated with the floodplain restoration efforts.

Remaining Balance

Carmel River Floodplain Restoration and Enhancement, Monterey County Grant Agreement Number WC-1947CA Project ID - 2017070

# DISBURSEMENT REQUEST TEMPLATE

| one, contact person name)               | nodelain Bactoration and Enhancement |
|-----------------------------------------|--------------------------------------|
| erhead (include Name, address, telephor | oct Name:                            |

Invoice Date: Invoice No:

Project Name: Carmel River Floodplain Resto
Agreement Number: WC-1947CA
WCB Project ID Number: 2017070

Term of Project: Beginning and November 30,2024

Invoice Period Covered: Beginning and End Date
Amendments: describe if any, along with date
WCB Project Manager: Cara Allen, Senior Envionments

anager: Cara Allen, Senior Enviornmental Scientist, (916) 445-1095, Cara Allen@wildlife.ca.gov

|                                                                                                                                                                                                               |                                                                                                                      |                                                                                                                                                     |                                                                                                                                                                                                | WCR DDIOD INVOICED                                                                                                | HOW THREE                                                  | of WCB allocation<br>available for                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      |
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| PROJECT TASK                                                                                                                                                                                                  | TOTAL COST                                                                                                           | COST SHARE, CUMULATIVE** WCB ALLOCATION                                                                                                             | WCB ALLOCATION                                                                                                                                                                                 | AMOUNT                                                                                                            | INVOICE                                                    | task                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |      |
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| Task 1 (describe)                                                                                                                                                                                             |                                                                                                                      |                                                                                                                                                     |                                                                                                                                                                                                |                                                                                                                   |                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      |
| Task 2 (describe) Task 3 (describe)                                                                                                                                                                           |                                                                                                                      |                                                                                                                                                     |                                                                                                                                                                                                |                                                                                                                   |                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      |
| Task 4 (describe) Task 5 (describe)                                                                                                                                                                           |                                                                                                                      |                                                                                                                                                     |                                                                                                                                                                                                |                                                                                                                   |                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      |
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| TOTAL                                                                                                                                                                                                         | Sum of all items                                                                                                     | Sum of all items                                                                                                                                    | Sum of all items                                                                                                                                                                               | Sum of all items                                                                                                  | Sum of all items  Sum of all items                         | Sum of all items                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      |
| Total Current Invoice:<br>Less Retention*:<br>TOTAL PAYMENT DUE:                                                                                                                                              |                                                                                                                      |                                                                                                                                                     |                                                                                                                                                                                                |                                                                                                                   | ()<br>()<br>()                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      |
| CURRENT RETENTION<br>PREVIOUS RETENTION:                                                                                                                                                                      |                                                                                                                      |                                                                                                                                                     |                                                                                                                                                                                                | Approved for Payment By:                                                                                          |                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      |
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\*Retention: Unless otherwise approved in advance by WCB, 10% of total current involce will be retained by WCB until the end of the project.

Each Invoice/Disbursement request should be accompanied by the following:

- 1. A detailed statement of services for the period covered by the invoice (photos may also be included if appropriate).
- Supporting or back-up documentation for all charges on the invoice, including receipts for all materials and supplies, all Grantee staff time shown by
- 3. Clearly reconcile all supporting documents and identify them with the charges reflected in the invoice. If the attached supporting document includes a charge that will be reimbursed in part by the WCB and another funding source, clearly indicate the portion being paid by the WCB, and reconcile number of hours worked and hourly rate, and all sub-contractor services. this amount with the invoice.
- 4. "Column: Cost Share, Cumulative: this column should include the total dollars for all cost share funds and in-kind services provided per invoice period, and should accumulate progressing forward with each invoice. Please refer to EXHBIT D FINAL COST SHARE TEMPLATE, and contact WCB Project Manager for additional questions.

Carmel River Floodplain Restoration and Enhancement, Monterey County Grant Agreement Number WC-1947CA Project ID - 2017070

# FINAL COST SHARE ACCOUNTING FORM

# Letterhead (include Name, address, telephone, contact person name)

| Project Name:        | Carmel River Floodplain Restoration and Enhancement                        |
|----------------------|----------------------------------------------------------------------------|
| Agreement Number:    | WC-1947CA                                                                  |
| Term of Project:     | Beginning and November 30, 2024                                            |
| Amendments:          | describe if any, along with date                                           |
| WCB Project Manager: | Cara Allen, Senior Environmental Scientist, (916) 445-1095, Cara. Allen@wi |

| WCB Project Manager:                                  | Cara Allen, Senio      | r Environmental Scie                | Cara Allen, Senior Environmental Scientist, (916) 445-1095, Cara.Allen@wildlife.ca.gov | ara.Allen@wildlife.ca.go                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | *                    |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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|                                                       |                        | WCB                                 | COST SHARE                                                                             | COST SHARE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | COST SHARE           | COST SHARE        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| PROJECT TASK                                          | TOTAL COST             | ALLOCATION SOURCE                   | SOURCE                                                                                 | SOURCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | SOURCE               | SOURCE            | TOTAL COST SHARE**                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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| 'n                                                    | Exhibita               | to Grant Exhibit B.                 |                                                                                        | TO THE NAME OF THE PARTY OF THE | - Name               | columns as needed | tesiciliem affiblited to another                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| Task 1 (describe)                                     |                        |                                     |                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                      |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Task 2 (describe)                                     |                        |                                     |                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                      |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Task 3 (describe)                                     |                        |                                     |                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                      |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Task 4 (describe)                                     |                        |                                     |                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                      |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Task 5 (describe)                                     |                        |                                     |                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                      |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| TOTAL                                                 | Sum of all items       | Sum of all items   Sum of all items | Sum of all items                                                                       | Sum of all items                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Sum of all items     |                   | Sum of all items                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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# NOTES

- 1 \*\* This column will be the same as WCB Disbursement Template, "Cost Share, Cumulative", and should be identical to cost share presented in Grant Exhibit B.
  - 2 Cost share backup documents to include: invoices, timesheets, or time estimates with justification. Grantee will keep backup documents for audit-ready files (backup documents will not be provided to WCB).
- 3 This EXHIBIT D FINAL COST SHARE ACCOUNTING FORM should be included with the final invoice when work is completed, in advance of retention release invoice. 4 If Project has numerous partners with small cost share items, these may be consolidated into one column. Please discuss with WCB Project Manager.

Carmel River Floodplain Restoration and Enhancement, Monterey County Grant Agreement Number WC-1947CA Project ID 2017070

### WORK PLAN

The primary purpose of the Carmel River Floodplain Restoration and Enhancement (CRFREE) project is to restore hydrologic function across the entire 135-acre project site and restore connectivity between the lower Carmel River and its southern floodplain for both habitat restoration and flood protection purposes.

The Wildlife Conservation Board (WCB) is only funding work associated with floodplain restoration of the overall project, including final design, floodplain restoration construction, which includes an agricultural preserve and regional trail elements, and habitat restoration (Project). Full completion of the CRFREE project includes construction of a new causeway on State Route 1 (SR 1) which will be funded separately by other partners.

The Project is an integral part of ongoing restoration efforts for the lower Carmel River region that began in 1998. The California Department of Parks and Recreation (State Parks) completed the Carmel River Lagoon Enhancement project in 2004 with support from WCB at the historical Carmel River Lagoon site west of SR 1. State Parks and the California Department of Transportation also completed habitat restoration activities at the Carmel River Lagoon and in associated wetland areas west of SR 1 and created the Carmel River Mitigation Bank.

The Project received funding from WCB in 2010 for project management, design, permitting and environmental review only. No implementation activities were completed during this project.

The primary objectives of the Project are to address the long-standing problems of flood management and floodplain habitat loss along lower Carmel River.

The key components of the Project's objectives are as follows:

- Recover the natural functions and values of the Carmel River floodplain.
- Establish native vegetation typical of river corridor environments and provide a denser and more diverse riparian habitat.
- Restore approximately 80 acres of riparian and upland habitats within the historic floodplain thereby providing important habitat for sensitive species including the federally listed California red-legged frog.
- Utilize the improved connectivity between the main channel and southern floodplain to reduce flooding hazards along the developed areas located north of the river.
- Increase flow conveyance and habitat connectivity between the Project site and Carmel River Lagoon Enhancement Project through the reconnection of the Project site with the adjacent floodplain, benefiting habitat for the federally listed, south/central California Coast Steelhead.
- · Provide storage and recharge of groundwater on the restored floodplain.
- Improve quality of water entering the Carmel Lagoon by providing additional storage and filtration for sediment and nutrients through a functioning floodplain and associated riparian habitat.

Carmel River Floodplain Restoration and Enhancement, Monterey County Grant Agreement Number WC-1947CA Project ID 2017070

The Project will result in a more regular flooding regime with lateral connectivity between the river channel and floodplain, and longitudinal connectivity between the floodplain and the lagoon. Reconnecting the floodplain with both the river and lagoon will enable hydrologic and geomorphic processes to improve overall river and floodplain function and support a mosaic of biologically and physically diverse ecological communities. Floodplain connectivity under the proposed SR 1 causeway will enhance wildlife movement and facilitate future recreational access to Carmel River State Beach from Palo Corona Regional Park and the public South Bank Trail.

Task 1 – Project Management

Grantee will manage all consultant and construction contracts using standard contracting and project oversight procedures. Grantee will prepare quarterly progress reports and reimbursement requests with a brief description of the work and activities performed, milestones achieved, any accomplishments, and any challenges encountered in the performance of the work during the reporting period. Upon completion of the project, a final written report will be prepared that would include, but not be limited to, a description of conditions before the project was executed, summary of the completed project, site restoration and techniques used, description of the results of the project, analysis of the techniques used, description of planned long-term monitoring and adaptive management, and photographs on-site before, during, and after implementation that document project conditions. Project administration activities also include coordination with other agencies and Project partners.

No funds are being requested from WCB for this task.

### \*Deliverables:

- Quarterly progress reports
- Draft and Final Floodplain Restoration Project Report

### Task 2 - Floodplain Designs

Complete final designs, construction plans, specifications, and estimates for floodplain restoration construction. Execute memorandum of understanding (MOU) with each landowner that establishes roles and responsibilities of each party for floodplain construction activities including habitat restoration.

### \*Deliverables:

- 100% designs for floodplain restoration
- Copies of draft and executed MOU(s) for construction activities.

### Task 3 - Floodplain Construction

Clear, grade, excavate, and salvage trees within the historic floodplain. Approximately 100 acres of existing farmland will be graded to create the topographic characteristics necessary to support the restoration of native floodplain habitats and to elevate the approximately 23-acre agricultural preserve. The majority of grading activities will occur on the project's east side, with some lesser grading occurring west of SR 1. Grading activities will lower the south bank levee in multiple locations on the upstream end of the project site to an elevation that will allow 5-year flood events to access the floodplain and alleviate flood pressure on adjacent developed areas. Salvageable riparian trees and rootwads will be replanted on the Project's east side.

Braided distributary channels will be excavated within the floodplain to convey flood flows from the levee breaches. The floodplain will be graded with a gentle slope to convey flood flows downstream and will include shallow depressional features designed to reduce flow velocities and capture sediment and organic material. Large portions of the floodplain adjacent to the braided distributary channels will be graded as low as possible for dual purposes: to provide flood capacity and to support the establishment of riparian vegetation by decreasing the depth to groundwater. Small portions of the floodplain will be graded at higher relative elevations to direct flood flows into the distributary channels. These higher elevation areas will offer topographic complexity and wildlife refugia when the site floods, but they will be further from groundwater and therefore will be planted with more drought tolerant riparian species. These design features will introduce subtle variation in topography to the floodplain, which will be subject to episodic inundation and deposition of sediment and organic material.

Most of the soil excavated during floodplain reconfiguration will be placed on the agricultural preserve in the southern portion of the Project site to the east of SR 1. A channel for an intermittent drainage will be constructed to capture runoff from the slopes of the adjacent Palo Corona Regional Park and hillside seeps and convey these flows toward the downstream portion of the floodplain. This intermittent drainage channel will be graded with benches and gentle bank slopes to allow for establishing a corridor of riparian habitat. A remnant stock pond located along a drainage just upslope from the levee breaches will be left intact, but site grading will broaden the pond's berm to spread overflow across a broad slope that will support new riparian vegetation.

### \*Deliverables:

- As-builts for floodplain construction
- Pre- and post-pictures of salvaged trees (include in quarterly reports)

### <u>Task 4 – Habitat Restoration</u>

Following grading, the Project site will be actively revegetated on the west and east sides. Revegetation on the west side will be guided by the Restoration and Management Plan for the Carmel River Floodplain Restoration and Environmental Enhancement Project (H.T. Harvey & Associates, November 2016) (RMP).

A Habitat Management Plan (HMP) will be developed for at least 80 acres on the east side of SR 1. The HMP will also incorporate the processes and functions of levee breaches into the basis of design. Pilot plantings will be installed east of SR 1 immediately following floodplain construction to help inform the HMP and adaptive management of the entire Project site. Active revegetation during the grant term will be described and quantified in the Draft HMP and may include areas that correspond to the high flow conveyance channels, the intermittent drainage channel, slopes below the remnant stock pond, and or the elevated areas between the conveyance channels, see Attachment 1. Seed collection and propagation and plant procurement will occur to facilitate significant progress towards planting at least half of the total revegetation identified in the HMP during the grant term.

The draft and final HMP will include, but is not limited to, the following:

 Identification of contours, design plan, plant palette, watering needs, planting schedule, criteria for survivorship and cover, and long-term maintenance for Carmel River Floodplain Restoration and Enhancement, Monterey County Grant Agreement Number WC-1947CA Project ID 2017070

revegetation on lands east of SR 1 that are owned by BSLT and Monterey Peninsula Regional Park District.

- Implementation plan and timeline for initial 40 acres of the project site.
- Implementation plan and timeline for remaining 40 acres of vegetation acreage.
- Refined survival and cover metrics to be met at project's end for the initial 40 acres.
- Plantings for the initial 40 acres on the east of SR 1 will be installed at least two years prior to the grant's end date. Additional time may be considered as needed.

Plant establishment will be facilitated by a combination of precipitation, surface and groundwater and irrigation. An above-ground irrigation system will be installed in specific areas on the east and west sides of SR 1 with a site-specific controller and valves. A bubbler system will be connected to plantings that are identified in the HMP as needing supplemental watering for establishment. The irrigation system will use existing wells on both sides of SR 1 and the Project site. The irrigation system will be maintained and repaired until the plants have established and supplemental watering is no longer needed.

During the plant establishment period (approximately 3 years following plant installation) installed plants will be irrigated, any dead plants will be replaced, and browsing and nonnative plants will be controlled. The plant establishment period will be extended beyond 3 years if significant plant replacement is required.

Grantee will enter into a long-term maintenance agreement/MOU with each Project partner that will delineate the parties' role and responsibility for long-term (25 years) and adaptive management activities post-construction of the Project. Public access and its management will also be included in the applicable MOU(s).

### \*Deliverables:

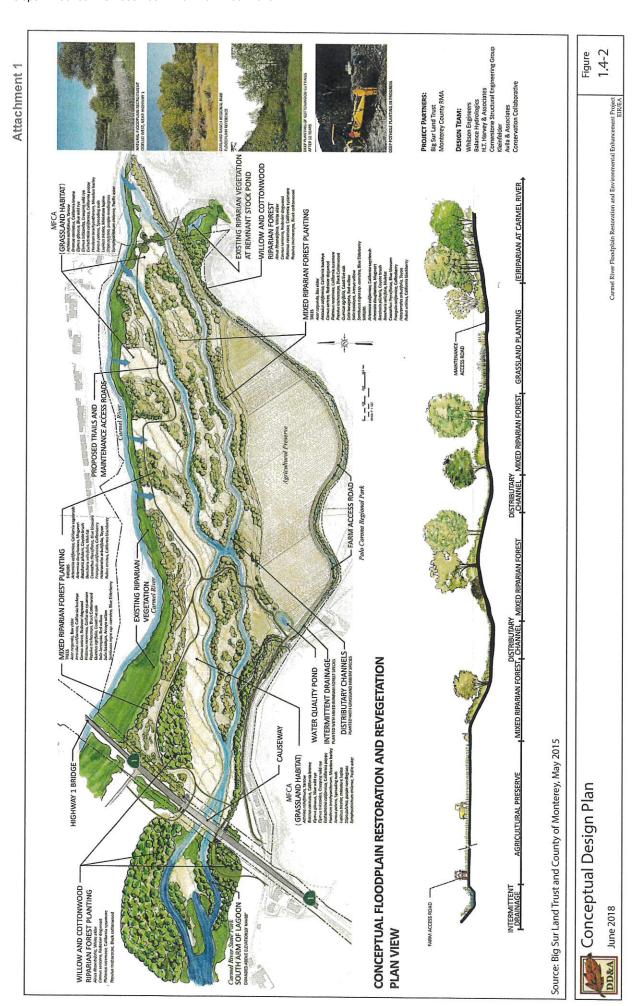
- Updates to RMP, including survivorship and cover criteria to be met at project close
- Draft HMP at least 30 days before Final HMP, include bulleted criteria above
- Final HMP (expected completion by August 2022) incorporating comments from WCB and partners as needed
- Photo documentation of installed irrigation system (include in quarterly reports)
- Biological as-built report for revegetation on west side of SR 1
- Restored native habitat that includes, at a minimum:

### West of SR 1

- 14.2 acres of willow and cottonwood riparian forest
- o 0.5-acre of mixed riparian forest
- o 565 plants of coastal scrub

### East of SR 1

 Successful implementation of 40-acre restoration based on metrics identified in HMP. Implementation timing may be adapted following discussion with WCB.



Carmel River Floodplain Restoration and Enhancement, Monterey County Grant Agreement Number WC-1947CA Project ID 2017070 Exhibit F

### Management Plan

The duration of the Management Plan is 25 years (Project Life). The Grantee will ensure that the Project site restored with funds provided by the Grantor is operated, used and maintained throughout the Project Life consistent with the Purposes of the Grant and in accordance with the guidance documents outlined below.

The project partners (Big Sur Land Trust [BSLT], Monterey County Resource Management Agency, Monterey County Water Resources Agency, California State Parks, Monterey Peninsula Regional Park District [MPRPD], and Monterey Peninsula Water Management District) will develop a distinct Memorandum of Understanding (MOU) to address long-term maintenance. The MOU(s) will be executed prior to November 30, 2024 and be between all parties responsible for long-term maintenance of the floodplain and habitat restoration. Public access and its management will also be outlined in the MOU(s).

BSLT has established a \$2 million endowment fund for the Carmel River Floodplain Restoration and Environmental Enhancement Project that will be used for habitat restoration on the project site east of State Route 1 (SR-1) and its long-term management.

The long-term management of the floodplain and habitat restoration will be conducted according to the *Restoration and Management Plan for the Carmel River Floodplain Restoration and Environmental Enhancement*, prepared by H.T. Harvey and Associates (November, 2016) (RMP) and will also be addressed in the Habitat Management Plan (HMP) being prepared for the east side of SR-1 as part of the grant, expected completion in 2022. The RMP will be amended during final design to update any changed environmental conditions that may have occurred since the original plan was prepared and to include provisions for a 25-year maintenance and monitoring program for floodplain and habitat restoration.

The precise acreage of revegetation on the east side will be described and generally delineated in the HMP. The goal of revegetation on the east side is to establish a mosaic of natural communities that will provide for higher ecological and habitat values than the existing ruderal vegetation that currently exists on-site. The RMP expects both 16.9 acres of vegetation restoration on the west side of SR-1 and approximately 100 acres of habitat restoration on the east side to be completed as a result of the project.

The Landowners will continue regular maintenance and public access management activities on the Project Site. The Grantor will be notified in the case of any significant changes. As needed, the Grantee will coordinate with WCB and the landowners to determine appropriate adaptive management activities for the floodplain and vegetation restoration sites. In case of any failure or significant deficiencies, a corrective management strategy will be coordinated by the Grantee working with the Landowners and approved by WCB and implemented by the Grantee.

Carmel River Floodplain Restoration and Enhancement, Monterey County Grant Agreement Number WC-1947CA Project ID 2017070 EXHIBIT G

Recording requested by, and when recorded mail to:

STATE OF CALIFORNIA
Department of Fish and Wildlife
Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090

### NOTICE OF UNRECORDED GRANT AGREEMENT

A Grant Agreement titled for reference purposes as Carmel River Floodplain Restoration and Enhancement (Agreement No. WC-1947CA), was entered into by and between the State of California, by and through the Wildlife Conservation Board (Board), County of Monterey, by and through the Resource Management Agency (Grantee) and multiple landowners, including the Monterey County Regional Park District and Big Sur Land Trust. As this recording is on the behalf of the State, please note the recording of these documents is not subject to payment of fees pursuant to Section 27383 of the Government Code.

The Board, Grantee and Landowner entered into said Grant Agreement (No. WC-1947CA), pursuant to which the Board granted funds to Grantee to perform certain activities on the certain real property in Monterey County owned by the Landowner, to , to restore riparian and floodplain habitat types The Grant Agreement term runs from February 26, 2020, through November 30, 2024, for capital improvements and restoration activities and from February 26, 2020 through February 29, 2045, for management and monitoring practices. The terms, conditions and restrictions of the Grant Agreement are binding upon and inure to the benefit of the Landowner, and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running for the project life span of the project on the subject lands as described in Exhibit "A" attached hereto and incorporated herein by this reference. For additional terms and conditions of the Grant, reference should be made to the Grant Agreement which is on file with the Wildlife Conservation Board, 1700 9th Street, 4th Floor, Sacramento, California 95811.

SIGNATURE OF STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD

DATE

John P. Donnelly, Executive Director

SIGNATURE OF GRANTEE (NAME)

NAME, TITLE

SIGNATURE OF LANDOWNER (NAME)

(This is an EXAMPLE NOUGA – Do Not sign this copy)
NAME, TITLE

EXHIBIT G

Carmel River Floodplain Restoration and Enhancement, Monterey County Grant Agreement Number WC-1947CA Project ID 2017070

**EXHIBIT A** 

# **LEGAL DESCRIPTION**

All that certain real property situated in the County of XXXX, State of California, described as follows:

### **RESOLUTION 2015-07**

OF THE BOARD OF TRUSTEES OF THE BIG SUR LAND TRUST (BSLT)

#### GRANTING OF SIGNATURE AUTHORITY and AUTHORITY TO CONDUCT BUSINESS

RESOLUTION BY THE BOARD OF TRUSTEES OF THE BIG SUR LAND TRUST GRANTING SIGNING AUTHORITY AND AUTHORITY TO CONDUCT THE BUSINESS OF THE BIG SUR LAND TRUST

WHEREAS, the Board of Trustees of the Big Sur Land Trust is empowered by its Bylaws to conduct, manage and control the affairs and business of the Corporation; and

WHEREAS, the Board of Trustees desires to grant signing and operating authority to certain officers as described hereunder; and

WHEREAS, the proposed action is consistent with the goals and purposes of the Big Sur Land Trust as set forth in its Articles of Incorporation.

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Big Sur Land Trust hereby grants the authority to conduct the business of the organization, to include the signing of any and all necessary documents, such documents including, but not limited to, the execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, checks, and other instruments of whatever nature entered into by the Big Sur Land Trust, to the following persons:

Jeannette Tuitele-Lewis, President/CEO, And, when she is unavailable or has specifically delegated such authority to him, Richard D. Hamilton, COO

RESOLVED FURTHER, that the above named parties are hereby authorized and directed to certify to any interested party that this resolution has been duly adopted, is in full force and effect, and is in accordance with the provisions of the bylaws of the Big Sur Land Trust.

13rd day of Se Dtember

| Approved and adopted the       | Low day of Sep               | tember                     | 20 <u></u>            |
|--------------------------------|------------------------------|----------------------------|-----------------------|
|                                |                              |                            |                       |
| I, the undersigned, hereby cer | rtify that the foregoing Res | olution Number 2015-07 was | s duly adopted by the |
| Board of Trustees of the Big   | Sur Land Trust.              |                            |                       |

Judy Logan, Board Secretary

BIG SUR LAND TRUST

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# **Monterey County**

### Item No.40

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

September 14, 2021

### **Board Report**

Legistar File Number: A 21-474

Introduced: 8/26/2021 Current Status: RMA Administration -

Consent

Version: 1 Matter Type: BoS Agreement

a. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute California Department of General Services STD-213 Agreements and Amendments for the New Juvenile Hall Project 8811 (NJH) and Jail Housing Addition Project 8819 (JHA) which do not increase the Project budgets or change the scopes of work, subject to the approval of the Board of State and Community Corrections and/or California Department of Corrections and Rehabilitation, as applicable, and approval as to form by the Office of the County Counsel;

b. Authorize the Director of Public Works, Facilities and Parks (PWFP) to execute supporting documentation for the NJH SB-81 and JHA AB-900 funding programs necessary to implement and complete the NJH and JHA Projects, which do not increase the Project budgets or change the scopes of work, subject to the approval of the Board of State and Community Corrections and/or California Department of Corrections and Rehabilitation, as applicable, and the Office of the County Counsel.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute California Department of General Services STD-213 Agreements and Amendments for the New Juvenile Hall Project 8811 (NJH) and Jail Housing Addition Project 8819 (JHA) which do not increase the Project budgets or change the scopes of work, subject to the approval of the Board of State and Community Corrections and/or California Department of Corrections and Rehabilitation, as applicable, and approval as to form by the Office of the County Counsel;

b. Authorize the Director of Public Works, Facilities and Parks (PWFP) to execute supporting documentation for the NJH SB-81 and JHA AB-900 funding programs necessary to implement and complete the NJH and JHA Projects, which do not increase the Project budgets or change the scopes of work, subject to the approval of the Board of State and Community Corrections and/or California Department of Corrections and Rehabilitation, as applicable, and approval as to form by the Office of the County Counsel.

### **SUMMARY/DISCUSSION**:

New Juvenile Hall Project 8811 ("NJH"), SB-81 and Monterey County Jail Housing Addition Project 8819 ("JHA"), AB 900 Phase II funding programs require various supporting documents to implement and manage State funding and report to State agencies. These supporting documents may not be specifically identified in existing signature authority as reflected in the Board approved NJH and JHA grant funding agreements, amendments to the respective funding agreements, and corresponding Board Orders which address signature authority for grant funding agreements and amendments. This

report would authorize the Contracts/Purchasing Officer, Contracts/Purchasing Supervisor, and/or the Director of PWFP to sign State funding documentation such as the Department of General Services STD-213 funding forms.

Authorization would not extend to any documents which would alter the terms or amounts of the funding agreements or change the NJH or JHA project scope or budget. Any such change would be presented to the Board of Supervisors for consideration beforehand.

### **OTHER AGENCY INVOLVEMENT:**

PWFP continues to work jointly with the NJH and JHA project teams to meet all State requirements to maintain the conditional awards for the respective grant funding. All SB-81 and AB-900 documentation to be signed is reviewed as to form by the Office of the County Counsel-Risk Manager.

### FINANCING:

There is no impact to the General Fund as a result of approving this action.

### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The NJH project supports the Board of Supervisors Administration, Infrastructure, and Public Safety Strategic Initiatives by enhancing the safety of County staff, facility occupants, and the public. The JHA project will provide a larger detention facility which is critically needed as the current high occupancy count exceeds the existing facility's capacity and assists the County with State-mandated milestones. The recommended action supports the Board of Supervisors Strategic Initiatives as indicated below:

| Economic Development   |
|------------------------|
| X Administration       |
| Health & Human Service |
| X Infrastructure       |
| X Public Safety        |

Prepared by: Florence Kabwasa-Green, Project Manager III (831) 755-4805

Reviewed by: Lindsay Lerable, Chief of Facilities

Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities, & Parks Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks

Attachments:

Attachment A - NJH STD-213 Form Attachment B - JHA STD-213 Form



# **Monterey County**

Item No.

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

September 14, 2021

# **Board Report**

Legistar File Number: A 21-474

Introduced:8/26/2021Current Status:Agenda ReadyVersion:1Matter Type:BoS Agreement

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b. Authorize the Director of Public Works, Facilities and Parks (PWFP) to execute supporting documentation for the NJH SB-81 and JHA AB-900 funding programs necessary to implement and complete the NJH and JHA Projects, which do not increase the Project budgets or change the scopes of work, subject to the approval of the Board of State and Community Corrections and/or California Department of Corrections and Rehabilitation, as applicable, and the Office of the County Counsel.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

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b. Authorize the Director of Public Works, Facilities and Parks (PWFP) to execute supporting documentation for the NJH SB-81 and JHA AB-900 funding programs necessary to implement and complete the NJH and JHA Projects, which do not increase the Project budgets or change the scopes of work, subject to the approval of the Board of State and Community Corrections and/or California Department of Corrections and Rehabilitation, as applicable, and approval as to form by the Office of the County Counsel.

### SUMMARY/DISCUSSION:

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Legistar File Number: A 21-474

Director of PWFP to sign State funding documentation such as the Department of General Services STD-213 funding forms.

Authorization would not extend to any documents which would alter the terms or amounts of the funding agreements or change the NJH or JHA project scope or budget. Any such change would be presented to the Board of Supervisors for consideration beforehand.

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### FINANCING:

There is no impact to the General Fund as a result of approving this action.

### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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| Economic | Deve. | lopment |
|----------|-------|---------|
|----------|-------|---------|

X Administration

\_\_ Health & Human Services

X Infrastructure

X Public Safety

Prepared by: Florence Kabwasa-Green, Project Manager III (831) 755-4805

Reviewed by: Lindsay Lerable, Chief of Facilities

Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities, & Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks



Attachments:

Attachment A - NJH STD-213 Form Attachment B - JHA STD-213 Form

# Attachment A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT - AMENDMENT STD 213A (Rev. 10/2019) AMENDMENT NUMBER AGREEMENT NUMBER Purchasing Authority Number PR10426025 2 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED **PAGES** 1. This Agreement is entered into between the State Agency and the Contractor named below: STATE AGENCY NAME CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTRACTOR NAME **COUNTY OF MONTEREY** 2. The term of this Agreement is: START DATE April 19, 2017 THROUGH END DATE June 30, 2023 3. The maximum amount of this Agreement after this Amendment is: \$35,000,000.00 Thirty-Five Million Dollars and Zero Cents 4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein: Effective July 10, 2021, the term of this Agreement is hereby amended to extend the Agreement term through June 30, 2023. All other terms and conditions shall remain the same. IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO. CONTRACTOR CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Monterey **CONTRACTOR BUSINESS ADDRESS** CITY **STATE** ZIP 1441 Schilling Place, South 2nd Floor Salinas CA 93901 PRINTED NAME OF PERSON SIGNING TITLE Mike Derr Contracts/ Purchasing Officer CONTRACTOR AUTHORIZED SIGNATURE **DATE SIGNED** STATE OF CALIFORNIA CONTRACTING AGENCY NAME CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTRACTING AGENCY ADDRESS CITY STATE ZIP 9838 Old Placerville Road, Suite B Sacramento CA 95827 PRINTED NAME OF PERSON SIGNING TITLE Michelle Weaver Associate Director, FPCM CONTRACTING AGENCY AUTHORIZED SIGNATURE DATE SIGNED CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL **EXEMPTION (If Applicable)** I Hereby certify that all conditions for exemption set forth in the Government Code Sections 15820.91-15820.917 have been complied with and this contract is exempt from approval by the Department of General Services. By:\_ Date:\_\_\_/\_\_\_/

# Attachment B

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT - AMENDMENT STD 213A (Rev. 10/2019) AMENDMENT NUMBER AGREEMENT NUMBER **Purchasing Authority Number** CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PR10437651 2 **PAGES** 1. This Agreement is entered into between the State Agency and the Contractor named below: STATE AGENCY NAME CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTRACTOR NAME COUNTY OF MONTEREY 2. The term of this Agreement is: START DATE September 13, 2013 THROUGH END DATE January 31, 2023 3. The maximum amount of this Agreement after this Amendment is: \$80,000,000.00 Eighty Million Dollars and Zero Cents 4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein: Effective May 29, 2021, the term of this Agreement is hereby amended to extend the Agreement term through January 31, 2023. All other terms and conditions shall remain the same. IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO. CONTRACTOR CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Monterey CONTRACTOR BUSINESS ADDRESS CITY STATE ZIP 1441 Schilling Place, South 2nd Floor Salinas CA 93901 PRINTED NAME OF PERSON SIGNING TITI F Mike Derr Contracts/ Purchasing Officer CONTRACTOR AUTHORIZED SIGNATURE DATE SIGNED STATE OF CALIFORNIA CONTRACTING AGENCY NAME CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTRACTING AGENCY ADDRESS CITY STATE ZIP 9838 Old Placerville Road, Suite B Sacramento CA 95827 PRINTED NAME OF PERSON SIGNING TITLE Michelle Weaver Associate Director, FPCM CONTRACTING AGENCY AUTHORIZED SIGNATURE DATE SIGNED CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL **EXEMPTION (If Applicable)** I Hereby certify that all conditions for exemption set forth in the Government Code Sections 15820.91-15820.917 have been complied with and this contract is exempt from approval by the Department of General Services. Date: \_\_\_/\_\_\_ By:\_



# **Monterey County**

## Item No.41

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

September 14, 2021

### **Board Report**

Legistar File Number: RES 21-141

Introduced: 7/29/2021 Current Status: RMA Administration -

Consent

Version: 1 Matter Type: BoS Resolution

Adopt a Resolution to approve submittal of grant funding applications under the California Department of Parks and Recreation Per Capita Program.

### RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a Resolution to approve submittal of grant funding applications under the California Department of Parks and Recreation Per Capita Program.

### SUMMARY/DISCUSSION:

On June 5, 2018, California voters passed Proposition 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 Per Capita Program (Program) is a non-competitive grant program with \$185 million available for local park rehabilitation, creation, and improvement. Funding is available to local governments on a per capita basis. Forty percent (40%) of the General Per Capita funds are allocated to counties, regional park districts, and regional park and open space districts based on population. The available allocation for the County of Monterey is \$631,430. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors. Eligible projects must involve capital outlay for recreational purposes and funds must supplement existing planned budget expenditures, not replace them. Per the Grant Agreement, grant recipients are required to record a 30-year deed restriction on the property title of project sites to ensure that the project(s) will remain open for public use and recreation for 30 years. The application submittal deadline is December 31, 2021.

PWFP staff met regularly to evaluate the needs of County Parks and adjacent communities and to develop scopes for projects that meet Program grant criteria.

Proposed Parks projects for the Program include:

Toro Park: New roof and chimney for Buckeye BBQ area.

Jacks' Peak Park: Bathroom roof replacement.

Lake San Antonio-South Shore: Repair electrical pedestals at campsites; remove ten (10)

mobile housing units and convert pads into premium recreational vehicle (RV) campsites.

<u>Lake Nacimiento</u>: Remove three (3) dilapidated modular units and replace with new modular unit that will house the public laundry facility; replace bathroom roof.

Attachment A is a listing of proposed projects and anticipated grant funding request for each project, including a cost contingency and associated staff time as allowable per the grant guidelines. The Program requires separate applications to be submitted for each project site. Award of Per Capita grant funds will allow the County to replace aging infrastructure to enhance safety and the visitor experience at the respective parks.

PWFP requests the Board adopt a resolution authorizing PWFP to submit grant applications for the proposed County Parks projects, and authorizing the PWFP Director, or designee, to submit grant applications and all necessary documents to apply for the Per Capita grant funds.

### OTHER AGENCY INVOLVEMENT:

California State Parks Office of Grants and Local Services (OGALS) administers the Grant Program. 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. On August 5, 2021, the Monterey County Parks Commission received a report on the Program's grant opportunities and projects proposed for funding. After discussion and deliberation, the Commission voted unanimously to support this recommendation to the Board of Supervisors. Staff is finalizing lease renewal agreements with Monterey County Water Resources Agency, the landowner of Lake San Antonio and Lake Nacimiento, with minimum 30-year terms to satisfy Per Capita and other State grant requirements.

### **FINANCING**:

A twenty percent (20%) cash match is required for the Program. The Board of Supervisors approved using \$157,858 in American Reuse Plan Act (ARPA) funds to meet the required match in the Fiscal Year 2021/22 PWFP Adopted Budget, Capital Projects Fund 402, Appropriation Unit PFP056. An in-kind match of staff time to complete the applications is necessary.

### **BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The recommended action supports the Board of Supervisors Strategic Initiatives for Administration, Health & Human Services, Infrastructure, and Public Safety by proactively seeking grant funding to enhance the County's ability to facilitate infrastructure projects and offer improved facilities and safe public recreation experiences for the community.

|--|

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

Prepared by: Janie Bettencourt, Management Analyst II (831) 755-5184

Nathan Merkle, Parks Administrative Operations Manager

Reviewed by: Bryan Flores, Interim Chief of Parks

Approved by: Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities & Parks

Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

### Attachments:

Attachment A-Per Capita Proposed Project Applications Summary

Attachment B-Draft Resolution

(Attachments are on file with the Clerk of the Board)



# **Monterey County**

### Item No.

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

September 14, 2021

### **Board Report**

Legistar File Number: RES 21-141

Introduced: 7/29/2021 Current Status: Agenda Ready

Version: 1 Matter Type: BoS Resolution

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Legistar File Number: RES 21-141

<u>Lake Nacimiento</u>: Remove three (3) dilapidated modular units and replace with new modular unit that will house the public laundry facility; replace bathroom roof.

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### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended action supports the Board of Supervisors Strategic Initiatives for Administration, Health & Human Services, Infrastructure, and Public Safety by proactively seeking grant funding to enhance the County's ability to facilitate infrastructure projects and offer improved facilities and safe public recreation experiences for the community.

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

Legistar File Number: RES 21-141

Prepared by: Janie Bettencourt, Management Analyst II (831) 755-5184

Nathan Merkle, Parks Administrative Operations Manager

Reviewed by: Bryan Flores, Interim Chief of Parks

Approved by: Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities & Parks

Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, & Parks

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### Attachments:

Attachment A-Per Capita Proposed Project Applications Summary

Attachment B-Draft Resolution

(Attachments are on file with the Clerk of the Board)

# ATTACHMENT A

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# **Per Capita Program Proposed Projects**

| Toro P | ark A | ilgg | cation |
|--------|-------|------|--------|
|--------|-------|------|--------|

| Buckeye BBQ Structure   | Toro Park        | New roof, chimney and structural redesign; safety concern | 100,000       |
|-------------------------|------------------|-----------------------------------------------------------|---------------|
|                         |                  | Contingency (15%)                                         | 15,000        |
|                         |                  | Staff time (10%)                                          | 10,000        |
|                         |                  | Total Application                                         | \$<br>125,000 |
| Jacks' Peak Application |                  |                                                           |               |
| West End Bathroom Roof  | Jacks' Peak Park | New metal roof                                            | 36,000        |
|                         |                  | Contingency (15%)                                         | 5,400         |
|                         |                  | Staff time (10%)                                          | 3,600         |
|                         |                  | Total Application                                         | \$<br>45,000  |

# Per Capita Funds Available 631,430 Per Capita Funds Available

157,858 20% Match \$ 789,288 Total Per Capita Funds Available

### Lake San Antonio South Shore Application

| Repair Electrical Pedestals at Campsites | LSA South Shore |                          | 20,000     |
|------------------------------------------|-----------------|--------------------------|------------|
| Remove 10 Mobile Housing Units           | LSA South Shore |                          | 200,000    |
| New RV Parking, Premium Sites            | LSA South Shore |                          | 75,430     |
|                                          |                 | Subtotal                 | 295,430    |
|                                          |                 | Contingency (15%)        | 44,315     |
|                                          |                 | Staff time (10%)         | 29,543     |
|                                          |                 | <b>Total Application</b> | \$ 369,288 |
| Lake Nacimiento Application              |                 |                          |            |
| Remove 3 Mobile Units                    | Lake Nacimiento | Modulars behind pool     | 65,000     |
| Replace Public Laundry Unit              | Lake Nacimiento |                          | 100,000    |
| Bathroom Roof                            | Lake Nacimiento | Flat Roof- 40 x 20       | 35,000     |
|                                          |                 | Subtotal                 | 200,000    |
|                                          |                 | Contingency (15%)        | 30,000     |
|                                          |                 | Staff time (10%)         | 20,000     |
|                                          |                 | Total Application        | \$ 250,000 |

Total of All Per Capita Applications \$ 789,288

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# Attachment B

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

| Resolution No. 21-                                                                                                                            |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| APPROVING APPLICATION(S) FOR CALIFOR RECREATION PER CAPITA GRANT FUNDS                                                                        |             |
| Adopt a resolution to: a. Approve the filing of project application(s) for State Department of Parks and Recreation Per Capita Grant Program. | )<br>)<br>) |

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 Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s).

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Monterey hereby:

- 1. Approves the filing of project application(s) for Per Capita Program grant project(s); and
- 2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
- 3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
- 4. Certifies that all projects proposed will be consistent with the park and recreation element of the County of Monterey's general or recreation plan (PRC §80063(a)), and
- 5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
- 6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
- 7. (PRC §80001(b)(8)(A-G)) To the extent practicable, 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, the County of Monterey will consider a range of actions that include, but are not limited to, the following:

- (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
- (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
- (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
- (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
- (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
- (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
- (G) Identifying possible staff liaisons to diverse populations.
- 8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)); and
- 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures (PRC §80062(d)); and
- 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
- 11. Delegates the authority to the Director of Public Works, Facilities, & Parks of the County of Monterey, 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(s); and
- 12. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.

| PASSED AND ADOPTED upon thi                                     | is 14 <sup>th</sup> day of September 2021, by roll call vote:                                                                                         |
|-----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| AYES:<br>NOES:                                                  |                                                                                                                                                       |
| ABSENT:                                                         |                                                                                                                                                       |
| (Government Code 54943)                                         |                                                                                                                                                       |
| · • • • • • • • • • • • • • • • • • • •                         | of the County of Monterey, State of California, hereby certify ution of said Board of Supervisors duly made and entered in the on September 14, 2021. |
| Dated: September , 2021<br>File ID: RES 21-<br>Agenda Item No.: | Valerie Ralph, Clerk of the Board of Supervisors<br>County of Monterey, State of California                                                           |
|                                                                 | By:                                                                                                                                                   |

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# **Monterey County**

# Item No.42

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

September 14, 2021

### **Board Report**

Legistar File Number: RES 21-158

Introduced: 8/24/2021 Current Status: RMA Administration -

Consent

Version: 1 Matter Type: BoS Resolution

### Adopt a resolution to:

- a. Receive a status update on the Jail Housing Addition Project 8819 (Project):
- b. Authorize a Project budget increase of \$277,057 for additional Project costs related to California State Fire Marshall (CSFM) requirements.
- c. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations in the General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017, by \$277,057, funded by a decrease in General Fund, Fund 001, Contingencies, Appropriation Unit CAO020 (4/5ths vote required); and
- d. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations and operating transfers in by \$277,057 for Facility Master Plan Projects, Fund 404, Appropriation Unit PFP057, financed by an operating transfer out from General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017 (4/5ths vote required).

#### ..Report

### RECOMMENDATION:

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

- a. Receive a status update on the Jail Housing Addition Project 8819 (Project):
- b. Authorize a Project budget increase of \$277,057 for additional Project costs related to California State Fire Marshall (CSFM) requirements.
- c. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations in the General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017, by \$277,057, funded by a decrease in General Fund, Fund 001, Contingencies, Appropriation Unit CAO020 (4/5ths vote required); and
- d. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations and operating transfers in by \$277,057 for Facility Master Plan Projects, Fund 404, Appropriation Unit PFP057, financed by an operating transfer out from General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017 (4/5ths vote required).

### **SUMMARY**:

The Monterey County Jail Housing Addition AB 900 Phase II Project (hereafter, "JHA Project" or "Project") is 133,673 gross square feet and provides 576 new beds in eight (8) housing units distributed on two (2) floors, program spaces for inmates, administration and staff support spaces, and

a public entrance with video visitation.

Several issues have resulted in significant impacts to the JHA Project budget and schedule. These included field changes required by the California State Fire Marshall (CSFM) and unplanned early partial occupancy needed as part of the Sheriff's Office COVID-19 response. Current issues impacting the JHA Project are listed under Discussion. Currently, the construction is 99% complete. Staff recommends the Board authorize additional funding required to complete the Project.

### DISCUSSION:

### **Project Status and Impacts**

As noted above, project construction is nearly complete. Staff projects the County will receive the Certificate of Occupancy from CSFM in October 2021 based on the current construction schedule. Ongoing work and recently completed tasks are as follows:

### Smoke Control Submittal and Installation

- Revised Smoke Control Report has been approved by CSFM and added to submittal.
- Smoke Control System redesign has been approved by CSFM.
- Smoke control panel has been received and installation is complete.
- Final programming of entire building is in progress to be completed during the first week of August.
- -Pre-testing of first half of units (un-occupied) will commence during the week of August 30th, followed by final testing and inspections starting the week of September 6th.
- -Pre-testing of remaining units will commence during the week of September 20th followed by final testing and inspections by mid-October 2021.
  - Third-party smoke control system testing and commissioning to be completed by mid- October.

### Fire Sprinkler Submittal and Corrections

- CSFM approved sprinkler submittals for added flow switches and select piping corrections near Station Watch Areas.
- Installation is complete and has been inspected and approved by CSFM.

#### Fire Alarm System

- Submitted to CSFM and approved by CSFM.

### Other Project Items

- Commissioning is ongoing.
- Final Certificate of Occupancy.
- -Door Closure adjustments at eight (8) Egress doors: The CSFM is requiring adjustments to door opening mechanism at (8) locations. These adjustments may require replacing existing door hardware closures.

The extended CSFM review time has impacted the projected completion date.

### **Funding Request Summary**

Starting in February 2021, staff began regular reporting to the Budget Committee (BC) and Capital Improvement Committee (CIC) on additional CSFM requirements related to smoke control and fire

alarm systems which have led to an extended Project schedule and increased costs (excluding Contractor Time Impact Analysis [TIAs] and Claims). The funding request included with this Board Report is detailed below.

| - CSFM Change Orders (CO) Contingency:         | \$50,258  |
|------------------------------------------------|-----------|
| - Architect costs from July to September 2021: | \$100,000 |
| - Commissioning and Smoke Control Testing:     | \$62,059  |
| - Additional CSFM Site Visits:                 | \$10,000  |
| - Staff Time from July to September 2021:      | \$54,740  |
| - Total Request:                               | \$277,057 |

### **Funding Request Details**

### CSFM Change Orders Contingency - \$50,258

Historically, the CSFM field inspectors have routinely identified additional requirements during site inspections. Many of these additional requirements are smaller items compared to the smoke control and horn strobe revisions, such as adding thresholds to doors (estimated at \$20,000), smoke rating labels on doors (estimated at \$10,000) or additional fire water system testing (estimated at \$7,000). A small contingency would allow staff to issue change orders to address any additional CSFM or commissioning issues that arise without further delay to the Project.

### Architect costs from July to September 2021 - \$100,000

Staff estimates Architect costs from July through September 2021 at \$100,000 based on one (1) full-time architect. Architect construction management support is critical to completion of this Project. Support includes reviewing Requests for Information (RFIs) from the contractor, preparing design solutions in response to CSFM requirements, and reviewing change order requests for validity.

### Commissioning and Smoke Control Testing - \$62,059

Additional commissioning hours are needed to address outstanding punch list items. HVAC and plumbing systems required retesting after various system corrections. The CSFM required additional smoke control testing as part of the most recent added requirements.

#### Additional CSFM Site Visits - \$10,000

CSFM bills the County for plan review and field inspections at a rate of approximately \$240/hour. This line item would cover approximately 41 hours of CSFM time (for four [4] site visits and some plan review time).

### Staff Time from July to September 2021 - \$54,740

Staff time is calculated based on the average monthly staff time allocated to the Project over the past Fiscal Year (FY). Any additional staff time due to extension of the Project schedule will need to be absorbed by the Project budget.

### Comparison of Approved Funding versus Projected Budget

| - Original Project budget/funding:     | \$88,900,000 |
|----------------------------------------|--------------|
| - Funding approved by BOS on 10/27/20: | \$1,614,318  |
| - Revised Approved Project Funding:    | \$90,514,318 |

- Projected Costs (Excluding Contractor TIAs and Claims):

- Funded Construction Costs (Approved and In-Progress COs): \$73,790,118
- Funded Soft Costs: \$16,724,200
- Additional Costs in FY 21/22: \$277,057
\$90,791,375

- Funding Shortfall/Funding Request: -\$277,057

- Difference between Original Project budget and revised budget: -\$1,891,375 (2%)

- Other Potential Costs:

- TIAs through April 2021 (Under Review): \$5,000,000 - TIAs from May 2021 to Project Closeout: \$TBD

Project costs do not include Project delay claims from the Contractor in the form of TIA claims or potential costs to address additional CSFM fire sprinkler/smoke control requirements. TIAs submitted to date (delays through April 2021) total approximately \$5,000,000. Staff recommends negotiating any delay days from May 2021 through the end of the Project construction phase as part of a global settlement. TIAs are under review by staff, Construction Manager and the Project Architect.

Any additional construction work not in the Contractor scope of work that is determined to be valid added scope must be incorporated into the contract by means of a Change Order at a negotiated cost to the County. If the County believes another party is responsible for the circumstances that led to the additional work, the County may seek reimbursement for the Change Order cost.

### OTHER AGENCY INVOLVEMENT:

Staff informed the Capital Improvement Committee of the Project budget shortfall on July 12, 2021. The funding recommendation was presented to the Budget Committee (BC) on July 27, 2021. The BC supported taking the funding request to the Board. PWFP and the Monterey County Sheriff's Office (MCSO) continue to work jointly with the Project team to meet all State requirements to maintain the conditional award for the grant funding. State Water Resources Control Board and CSFM construction phase inspections will continue throughout the duration of construction.

### FINANCING:

PWFP worked with the County Administrative Office Budget and Analysis Division (CAO) to identify potential funding sources. In consultation with the CAO's Office, staff recommends that the Project cost overrun be funded by General Fund Contingencies (001-8034-CAO020). If approved, General Fund Contingencies funds would be reduced from \$1,945,703 to \$1,668,646.

The current Board of Supervisors approved budget is \$90,514,318 which consists of \$80,000,000 in State AB-900 Lease Revenue Bonds, a minimum required County match of 8,000,000 and County overmatch of \$2,514,318.

To date, the County has claimed \$76,000,000 of the \$80,000,000 AB-900 Lease Revenue Bonds grant. Per the Grant Funding Agreement, five percent (5%) (\$4,000,000) of funding is held by the State until the Project is complete.

### **BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The Project will provide a larger detention facility which is critically needed as the current high occupancy count exceeds the existing facility's capacity and assists the County with State-mandated milestones. The recommended action supports the Board of Supervisors Strategic Initiatives as indicated below:

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

Prepared by: Florence Kabwasa-Green, Project Manager III, (831) 755-4805

Reviewed by: Lindsay Lerable, Chief of Facilities

Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities & Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE,

Director of Public Works, Facilities & Parks

Attachments:

Attachment A - Resolution



# **Monterey County**

Item No.

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

September 14, 2021

Current Status: Agenda Ready

Matter Type: BoS Resolution

### **Board Report**

Legistar File Number: RES 21-158

Adopt a resolution to:

Introduced: 8/24/2021

Version: 1

- a. Receive a status update on the Jail Housing Addition Project 8819 (Project):
- b. Authorize a Project budget increase of \$277,057 for additional Project costs related to California State Fire Marshall (CSFM) requirements.
- c. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations in the General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017, by \$277,057, funded by a decrease in General Fund, Fund 001, Contingencies, Appropriation Unit CAO020 (4/5ths vote required); and
- d. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations and operating transfers in by \$277,057 for Facility Master Plan Projects, Fund 404, Appropriation Unit PFP057, financed by an operating transfer out from General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017 (4/5ths vote required).

### RECOMMENDATION:

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

- a. Receive a status update on the Jail Housing Addition Project 8819 (Project):
- b. Authorize a Project budget increase of \$277,057 for additional Project costs related to California State Fire Marshall (CSFM) requirements.
- c. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations in the General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017, by \$277,057, funded by a decrease in General Fund, Fund 001, Contingencies, Appropriation Unit CAO020 (4/5ths vote required); and
- d. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations and operating transfers in by \$277,057 for Facility Master Plan Projects, Fund 404, Appropriation Unit PFP057, financed by an operating transfer out from General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017 (4/5ths vote required).

#### SUMMARY:

The Monterey County Jail Housing Addition AB 900 Phase II Project (hereafter, "JHA Project" or "Project") is 133,673 gross square feet and provides 576 new beds in eight (8) housing units distributed on two (2) floors, program spaces for inmates, administration and staff support spaces, and a public entrance with video visitation.

Several issues have resulted in significant impacts to the JHA Project budget and schedule. These included field changes required by the California State Fire Marshall (CSFM) and unplanned early partial occupancy needed as part of the Sheriff's Office COVID-19 response. Current issues impacting the JHA Project are listed under Discussion. Currently, the construction is 99% complete. Staff recommends the Board authorize additional funding required to complete the Project.

#### **DISCUSSION**:

### **Project Status and Impacts**

As noted above, project construction is nearly complete. Staff projects the County will receive the Certificate of Occupancy from CSFM in October 2021 based on the current construction schedule. Ongoing work and recently completed tasks are as follows:

#### Smoke Control Submittal and Installation

- Revised Smoke Control Report has been approved by CSFM and added to submittal.
- Smoke Control System redesign has been approved by CSFM.
- Smoke control panel has been received and installation is complete.
- Final programming of entire building is in progress to be completed during the first week of August.
- -Pre-testing of first half of units (un-occupied) will commence during the week of August 30th, followed by final testing and inspections starting the week of September 6th.
- -Pre-testing of remaining units will commence during the week of September 20th followed by final testing and inspections by mid-October 2021.
  - Third-party smoke control system testing and commissioning to be completed by mid- October.

#### Fire Sprinkler Submittal and Corrections

- CSFM approved sprinkler submittals for added flow switches and select piping corrections near Station Watch Areas.
- Installation is complete and has been inspected and approved by CSFM.

#### Fire Alarm System

- Submitted to CSFM and approved by CSFM.

#### Other Project Items

- Commissioning is ongoing.
- Final Certificate of Occupancy.
- -Door Closure adjustments at eight (8) Egress doors: The CSFM is requiring adjustments to door opening mechanism at (8) locations. These adjustments may require replacing existing door hardware closures.

The extended CSFM review time has impacted the projected completion date.

#### **Funding Request Summary**

Starting in February 2021, staff began regular reporting to the Budget Committee (BC) and Capital Improvement Committee (CIC) on additional CSFM requirements related to smoke control and fire alarm systems which have led to an extended Project schedule and increased costs (excluding

Contractor Time Impact Analysis [TIAs] and Claims). The funding request included with this Board Report is detailed below.

| - CSFM Change Orders (CO) Contingency:         | \$50,258  |
|------------------------------------------------|-----------|
| - Architect costs from July to September 2021: | \$100,000 |
| - Commissioning and Smoke Control Testing:     | \$62,059  |
| - Additional CSFM Site Visits:                 | \$10,000  |
| - Staff Time from July to September 2021:      | \$54,740  |
| - Total Request:                               | \$277,057 |

## **Funding Request Details**

#### CSFM Change Orders Contingency - \$50,258

Historically, the CSFM field inspectors have routinely identified additional requirements during site inspections. Many of these additional requirements are smaller items compared to the smoke control and horn strobe revisions, such as adding thresholds to doors (estimated at \$20,000), smoke rating labels on doors (estimated at \$10,000) or additional fire water system testing (estimated at \$7,000). A small contingency would allow staff to issue change orders to address any additional CSFM or commissioning issues that arise without further delay to the Project.

#### Architect costs from July to September 2021 - \$100,000

Staff estimates Architect costs from July through September 2021 at \$100,000 based on one (1) full-time architect. Architect construction management support is critical to completion of this Project. Support includes reviewing Requests for Information (RFIs) from the contractor, preparing design solutions in response to CSFM requirements, and reviewing change order requests for validity.

#### Commissioning and Smoke Control Testing - \$62,059

Additional commissioning hours are needed to address outstanding punch list items. HVAC and plumbing systems required retesting after various system corrections. The CSFM required additional smoke control testing as part of the most recent added requirements.

#### Additional CSFM Site Visits - \$10,000

CSFM bills the County for plan review and field inspections at a rate of approximately \$240/hour. This line item would cover approximately 41 hours of CSFM time (for four [4] site visits and some plan review time).

## Staff Time from July to September 2021 - \$54,740

Staff time is calculated based on the average monthly staff time allocated to the Project over the past Fiscal Year (FY). Any additional staff time due to extension of the Project schedule will need to be absorbed by the Project budget.

#### **Comparison of Approved Funding versus Projected Budget**

| - Original Project budget/funding:     | \$88,900,000 |
|----------------------------------------|--------------|
| - Funding approved by BOS on 10/27/20: | \$1,614,318  |
| - Revised Approved Project Funding:    | \$90,514,318 |

- Projected Costs (Excluding Contractor TIAs and Claims):

- Funded Construction Costs (Approved and In-Progress COs): \$73,790,118
- Funded Soft Costs: \$16,724,200
- Additional Costs in FY 21/22: \$277,057
\$90,791,375

- Funding Shortfall/Funding Request: -\$277,057

- Difference between Original Project budget and revised budget: -\$1,891,375 (2%)

- Other Potential Costs:

- TIAs through April 2021 (Under Review): \$5,000,000 - TIAs from May 2021 to Project Closeout: \$TBD

Project costs do not include Project delay claims from the Contractor in the form of TIA claims or potential costs to address additional CSFM fire sprinkler/smoke control requirements. TIAs submitted to date (delays through April 2021) total approximately \$5,000,000. Staff recommends negotiating any delay days from May 2021 through the end of the Project construction phase as part of a global settlement. TIAs are under review by staff, Construction Manager and the Project Architect.

Any additional construction work not in the Contractor scope of work that is determined to be valid added scope must be incorporated into the contract by means of a Change Order at a negotiated cost to the County. If the County believes another party is responsible for the circumstances that led to the additional work, the County may seek reimbursement for the Change Order cost.

#### OTHER AGENCY INVOLVEMENT:

Staff informed the Capital Improvement Committee of the Project budget shortfall on July 12, 2021. The funding recommendation was presented to the Budget Committee (BC) on July 27, 2021. The BC supported taking the funding request to the Board. PWFP and the Monterey County Sheriff's Office (MCSO) continue to work jointly with the Project team to meet all State requirements to maintain the conditional award for the grant funding. State Water Resources Control Board and CSFM construction phase inspections will continue throughout the duration of construction.

#### **FINANCING**:

PWFP worked with the County Administrative Office Budget and Analysis Division (CAO) to identify potential funding sources. In consultation with the CAO's Office, staff recommends that the Project cost overrun be funded by General Fund Contingencies (001-8034-CAO020). If approved, General Fund Contingencies funds would be reduced from \$1,945,703 to \$1,668,646.

The current Board of Supervisors approved budget is \$90,514,318 which consists of \$80,000,000 in State AB-900 Lease Revenue Bonds, a minimum required County match of 8,000,000 and County overmatch of \$2,514,318.

To date, the County has claimed \$76,000,000 of the \$80,000,000 AB-900 Lease Revenue Bonds

grant. Per the Grant Funding Agreement, five percent (5%) (\$4,000,000) of funding is held by the State until the Project is complete.

### **BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The Project will provide a larger detention facility which is critically needed as the current high occupancy count exceeds the existing facility's capacity and assists the County with State-mandated milestones. The recommended action supports the Board of Supervisors Strategic Initiatives as indicated below:

\_\_ Economic Development

X Administration

\_\_ Health & Human Services

X Infrastructure

X Public Safety

Prepared by: Florence Kabwasa-Green, Project Manager III, (831) 755-4805

Reviewed by: Lindsay Lerable, Chief of Facilities

Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities & Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE,

Director of Public Works, Facilities & Parks

Randell Islui

Attachments:

Attachment A - Resolution

# Attachment A

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

| Adopt a resolution to:                            | ) |
|---------------------------------------------------|---|
| a. Receive a status update on the Jail Housing    | ) |
| Addition Project 8819 (Project):                  | ) |
| b. Authorize a Project budget increase of         | ) |
| \$277,057 for additional Project costs related to | ) |
| delays from California State Fire Marshall        | ) |
| (CSFM) requirements;                              | ) |
| c. Authorize and direct the Auditor-Controller    | ) |
| to amend the FY 2021-22 Adopted Budget by         | ) |
| increasing appropriations in the General Fund,    | ) |
| Fund 001, Other Financing Uses Budget Unit        | ) |
| 8038, Appropriation Unit CAO017, by               | ) |
| \$277,057, funded by a decrease in General        | ) |
| Fund, Fund 001, Contingencies, Appropriation      | ) |
| Unit CAO020 (4/5ths vote required); and           | ) |
| d. Authorize and direct the Auditor-Controller    | ) |
| to amend the FY 2021-22 Adopted Budget by         | ) |
| increasing appropriations and operating           | ) |
| transfers in by \$277,057 for Facility Master     | ) |
| Plan Projects, Fund 404, Appropriation Unit       | ) |
| PFP057, financed by an operating transfer out     | ) |
| from General Fund, Fund 001, Other                | ) |
| Financing Uses Budget Unit 8038,                  | ) |
| Appropriation Unit CAO017 (4/5ths vote            | ) |

**Resolution No.:** 

required).

WHEREAS, the Jail Housing Addition Project 8819 (Project) design and construction consists of: 576 new beds in eight housing units distributed on two floors, program spaces for inmates, administration and staff support spaces, and public entrance with face to face and video visitation;

WHEREAS, on December 6, 2016, the Board of Supervisors approved plans and specifications for the Project;

WHEREAS, on June 6, 2017, the Board of Supervisors approved a construction contract award to S.J. Amoroso Construction Co, Inc. in the amount of \$66,277,000, and a total Project budget of \$88,900,000;

WHEREAS, on October 27, 2020, the Board of Supervisors approved increasing the Project budget by \$1,614,318 for a total revised Project budget of \$90,514,318 to cover additional Project costs associated with California State Fire Marshall (CSFM) requirements;

WHEREAS, additional CSFM requirements related to smoke control and fire sprinkler systems have contributed to Project delays, resulting in additional Project soft costs and change orders; and

WHEREAS, additional funding is required to cover these additional Project soft costs and change orders and complete the Project.

NOW THEREFORE BE IT RESOLVED, by the Monterey County Board of Supervisors that said Board does hereby:

- a. Receive a status update on the Jail Housing Addition Project 8819 (Project):
- b. Authorize a Project budget increase of \$277,057 for additional Project costs related to delays from California State Fire Marshall (CSFM) requirements;
- c. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations in the General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017, by \$277,057, funded by a decrease in General Fund, Fund 001, Contingencies, Appropriation Unit CAO020 (4/5ths vote required); and
- d. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations and operating transfers in by \$277,057 for Facility Master Plan Projects, Fund 404, Appropriation Unit PFP057, financed by an operating transfer out from General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017 (4/5ths vote required).

|                                 | OPTED on this day of, upon motion of Standed by Supervisor, by the following vote,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |            |
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| AYES:                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |
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| hereby certify that the foregoi | Board of Supervisors of the County of Monterey, State of Cong is a true copy of an original resolution of said Board of Superbound the minutes thereof of Minute Bookfor the meaning the control of the meaning property of the meaning property of the said Board of Supervisors of the County of Monterey, State of County of Montere | pervisors  |
| Dated:                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |
|                                 | Valerie Ralph, Clerk of the Board of Superviso                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ors        |
|                                 | County of Monterey, State of Californi                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | i <b>a</b> |
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|                                 | By                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |            |
|                                 | , Deputy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |



# **Monterey County**

## Item No.43

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

September 14, 2021

### **Board Report**

Legistar File Number: RES 21-165

Introduced: 9/1/2021 Current Status: RMA Administration -

Consent

Version: 1 Matter Type: BoS Resolution

#### Adopt a resolution to:

a. Receive a status report on the New Juvenile Hall, Project 8811 (Project);

b. Authorize a Project budget increase of up to \$1,240,210 for Phase IIB construction costs;

- c. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations in the General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017, by \$1,240,210, funded by a decrease in General Fund, Fund 001, Contingencies, Appropriation Unit CAO020 (4/5ths vote required); and
- d. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations and operating transfers in by \$1,240,210 for Facility Master Plan Projects, Fund 404, Appropriation Unit PFP057, financed by an operating transfer out from General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017 (4/5ths vote required).

#### RECOMMENDATION:

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

- a. Receive a status report on the New Juvenile Hall, Project 8811 (Project);
- b. Authorize a Project budget increase of up to \$1,240,210 for Phase IIB construction costs;
- c. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations in the General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017, by \$1,240,210, funded by a decrease in General Fund, Fund 001, Contingencies, Appropriation Unit CAO020 (4/5ths vote required); and
- d. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations and operating transfers in by \$1,240,210 for Facility Master Plan Projects, Fund 404, Appropriation Unit PFP057, financed by an operating transfer out from General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017 (4/5ths vote required).

#### **SUMMARY**:

On August 2, 2021, Public Works, Facilities & Parks (PWFP) received final proposals from New Juvenile Hall Project 8811 (Project) Phase IIB Job Order Contract (JOC) contractors, which projected up to a \$1,240,210 funding shortfall in the Project budget. Staff began working with the County Administrative Office Budget and Analysis Division (CAO) to identify possible funding sources, including Cannabis funds, The American Rescue Plan of 2021 (ARPA) funding, Fund 478 Building Improvement Fund, and General Fund Contingency. Based on direction from the CAO, staff

drafted a report recommending the funding be allocated from General Fund Contingency. This report provides background on the Project development to date, current Phase IIB status, and discussion of two (2) funding options.

#### DISCUSSION:

#### **Background**

The Project consists of replacing the Juvenile Hall campus at 1420 Natividad Road, Salinas (38,949 sq. ft., three [3] buildings) with a new campus. The Project is partially funded through a State SB81 Local Youthful Offender Rehabilitative Facilities Construction lease revenue bond. The SB81 financing included a 3-year construction completion requirement to sell the State bonds. After completing Phase I in August 2020, the State Department of Public Works Fall Bond Sale took place on or about October 2020; therefore, the SB81 Bond Sale requirement has been met. Probation staff have moved into five (5) buildings (new administration building, refurbished dormitory, two [2] new housing units, and new gym and classrooms). The remaining Phase IIB scope provides facilities required by Board of State and Community Corrections (BSCC) to meet Title 24 standards, including an outdoor recreation area, modular storage unit and final site security, lighting and fencing.

The Project was bid as a single construction project. To accommodate Probation operations during construction and to address circumstances that required a Project descope (Phase II descope) due to financing and corresponding SB81 funding deadlines, the scope of work has been implemented in two (2) construction phases. Phase I consisted of five (5) buildings. Buildings 1A and 1B are standard 30-bed housing units. Building 4 is the Administration Building for staff, youth processing, visitation, and medical services. Building 6 is a school building with a gym, classrooms, and staff support offices. Building 7 is a renovated existing 30-bed dormitory unit. Phase I work, consisting of Buildings 1A, 1B, 4, 6, and 7, parking lot, and partial site work as noted in the Plans and Specifications, is now complete and occupied.

Phase IIA consisted of demolishing the existing Juvenile Hall and gym, a small amount of work on Building 7 (Dormitory) where the building connected to the existing facility, and rough grading site work in the Phase IIB area. Phase IIA was completed by Zovich & Sons Inc., dba Zovich Construction (Zovich).

Phase IIB consists of completing the secure outdoor recreation area and courtyard, sally port driveway, modular/portable building for institutional storage, security fencing, and perimeter wall around the remaining courtyard. The perimeter wall will utilize Concrete Masonry Unit (CMU) block left over from the Phase II descope. Prior to descope, Phase IIB also included Buildings 2 (High Security Housing) and 5 (Kitchen and Support Facilities). The storage unit procurement was completed through a federal Government Services Administration (GSA) contract, which provides a twenty-five percent (25%) discount to state and local governments. Precision Construction Services (Precision) provided interim stormwater management services for the site. These services have now been transferred to Granite Construction Company, Inc. (Granite). The County has enlisted Granite and Newton Construction & Management, Inc. (Newton) through the County's Job Order Contracting (JOC) Program to complete Phase IIB.

#### **Project Schedule and Status**

Current Project Schedule (Descoped)
Notice to Proceed: April 24, 2017
Phase I Complete: August 2020
Transition into Phase II: August 2020
Begin Phase II: September 2020
Finish Phase IIA: January 2021

Phase IIB Completion: December 2021 (Schedule is dependent on California State Fire Marshall

[CSFM] review and approval, and site conditions.)

#### Phase II Status:

- The Project site is under the control of Granite and Newton for completion of Phase IIB work.
- Initial proposals received mid-July.
- Phase IIB plans are approved by the County Building Official and City of Salinas Fire.
- Final Phase IIB drawings were delivered to CSFM in early March. Initial plan review comments from CSFM were received in early May. Initial CSFM comments were addressed, and plans were resubmitted. Additional CSFM comments were received on August 8, 2021 requiring additional fire water flow testing. Staff is coordinating testing with CalWater as required by CSFM. Test results will be submitted to CSFM so Phase IIB can receive final design approval.
- Phase IIA site work warranty corrections are in progress.
- Final site design resubmittal is being reviewed by the State of California Board of State and Community Corrections (BSCC). Final site walk and approval occurs after construction is complete.
- Trenching, storm and water line installation is underway.
- Mobile storage unit is ready for delivery pending site readiness.

#### **Project Budget and Projected Costs**

At the time of descope, the estimated Project budget was \$61,931,391, including a \$1,794,739 contingency to cover actual design and construction costs in Phase IIB since final drawings had not been prepared and sub-contractor proposals had not been received. Prior to receiving Phase IIB proposals, contingencies allocated to Phase IIB were redirected to pay for increased Phase I and IIA change orders, claims settlement and descope surplus material costs. As a result, Phase IIB requires additional funding to cover the actual JOC proposals. Potential funding sources were reviewed with the CAO. The Project is not eligible for American Rescue Plan Act (ARPA) funds. Fund 478 - Building Improvement and Replacement Fund is allocated to the 331 N. Sanborn Integrated Health Center project. As a result, the recommendation is to consider General Fund Contingencies to fund this request.

After Staff review of the proposal line items to identify potential cost savings, the projected Project costs still exceed available Project funding by approximately \$936,000. The higher sub-contractor proposal costs are a result of more complex site work and trenching required to accommodate the descope site plan as well as increased unit costs to procure construction materials.

#### Projected Costs at Time of Descope

| - Construction Costs:                                 | \$45,148,400 |
|-------------------------------------------------------|--------------|
| - Soft Costs:                                         | \$14,328,893 |
| - Contingency to Cover Additional Costs:              | \$ 1,794,739 |
| Descope Project Budget/Funding:                       | \$61,272,032 |
| - Materials Billing Funding (Phase I/IIA Settlement): | \$ 659,359   |
| Current Project Budget:                               | \$61,931,391 |

#### Current Projected Costs (No Contingency)

| - Projected Construction Costs: | \$49,794,235        |
|---------------------------------|---------------------|
| - Projected Soft Costs:         | <u>\$13,073,011</u> |
|                                 | \$62,867,246        |

| Option 1: Minimum Funding Shortfall:                   | \$   | 935,855  |
|--------------------------------------------------------|------|----------|
| Option 2: Funding Shortfall w/ 10% Const. Contingency: | \$ 1 | .240.210 |

#### **Funding Options**

#### Option 1: Funding for JOC Proposals Only (\$935,855)

Funding the \$935,855 shortfall would put the total Project budget at \$62,867,246. This would cover all proposed JOC costs and projected soft costs through the end of the Project, currently projected to be December 31, 2021. However, at this level of funding, there is no Project contingency to cover unanticipated factors such as site conditions, CSFM requirements, etc. Any additional costs would require additional funding requests. This option risks stopping work while a funding request is processed and presented to the Board for approval should unanticipated Project requirements arise.

#### Option 2: JOC Funding + 10% Const. Contingency (\$1,240,210)

It is standard practice to include at least a ten percent (10%) contingency for all construction projects. This option would fund a 10% contingency for the remaining Phase IIB construction work. All unused funds after the Project is complete would be returned to the funding source. This option would allow staff to keep the Project moving forward through unanticipated impacts.

#### **OTHER AGENCY INVOLVEMENT:**

On July 27, 2021, staff informed the Budget Committee of the funding shortfall realized as a result of the submitted JOC proposals. A funding request was not made at the time, as staff was still reviewing the proposals to identify potential savings. Staff has coordinated with the County Administrative Office to identify potential funding sources. Public Works, Facilities and Parks (PWFP) and the Probation Department continue to work jointly with the BSCC to meet all State requirements to maintain the conditional award for the grant funding. State Water Resources Control Board and CSFM construction phase inspections will continue throughout the construction duration.

#### FINANCING:

The Board of Supervisors approved descope Project budget is \$61,272,032, which consists of a State SB81 Local Youthful Offender Rehabilitative Facilities Construction lease revenue bond of \$35,000,000, State required minimum County match of \$3,500,000, and additional County funding of

\$22,772,032 for a total County funding commitment of \$26,272,032. An additional \$659,359 in County matching funds to cover materials billings as part of the Zovich settlement brings the total Project budget, less claims, to \$61,931,391.

To date, the County has invoiced the maximum ninety-five percent (95%) of the \$35,000,000 SB81 funding allowed prior to Project completion. Staff is tracking cumulative eligible expenditures for the total \$35,000,000. Most of the remaining eligible costs occurred during Phase IIA. As explained above, potential funding sources were reviewed with the CAO; the recommendation is to consider General Fund Contingencies to fund this request. If approved, General Fund Contingencies funds would be reduced from \$1,668,646 to \$428,436.

#### **BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

Provision of a New Juvenile Hall facility supports the Board of Supervisors Administration, Infrastructure, and Public Safety Strategic Initiatives by enhancing the safety of County staff, facility occupants, and the public.

| Economic Development    |
|-------------------------|
| X Administration        |
| Health & Human Services |
| X Infrastructure        |

Prepared by: Florence Kabwasa-Green, Project Manager III (831) 755-4805

Reviewed by: Lindsay Lerable, Chief of Facilities

Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities & Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE,

Director of Public Works, Facilities & Parks

Attachments:

X Public Safety

Attachment A: Resolution



# **Monterey County**

Item No.

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

September 14, 2021

Current Status: Agenda Ready

Matter Type: BoS Resolution

## **Board Report**

Legistar File Number: RES 21-165

Adopt a resolution to:

Introduced: 9/1/2021

Version: 1

- a. Receive a status report on the New Juvenile Hall, Project 8811 (Project);
- b. Authorize a Project budget increase of up to \$1,240,210 for Phase IIB construction costs;
- c. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations in the General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017, by \$1,240,210, funded by a decrease in General Fund, Fund 001, Contingencies, Appropriation Unit CAO020 (4/5ths vote required); and
- d. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations and operating transfers in by \$1,240,210 for Facility Master Plan Projects, Fund 404, Appropriation Unit PFP057, financed by an operating transfer out from General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017 (4/5ths vote required).

#### RECOMMENDATION:

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

- a. Receive a status report on the New Juvenile Hall, Project 8811 (Project);
- b. Authorize a Project budget increase of up to \$1,240,210 for Phase IIB construction costs;
- c. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations in the General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017, by \$1,240,210, funded by a decrease in General Fund, Fund 001, Contingencies, Appropriation Unit CAO020 (4/5ths vote required); and
- d. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations and operating transfers in by \$1,240,210 for Facility Master Plan Projects, Fund 404, Appropriation Unit PFP057, financed by an operating transfer out from General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017 (4/5ths vote required).

#### SUMMARY:

On August 2, 2021, Public Works, Facilities & Parks (PWFP) received final proposals from New Juvenile Hall Project 8811 (Project) Phase IIB Job Order Contract (JOC) contractors, which projected up to a \$1,240,210 funding shortfall in the Project budget. Staff began working with the County Administrative Office Budget and Analysis Division (CAO) to identify possible funding sources, including Cannabis funds, The American Rescue Plan of 2021 (ARPA) funding, Fund 478 Building Improvement Fund, and General Fund Contingency. Based on direction from the CAO, staff drafted a report recommending the funding be allocated from General Fund Contingency. This report

provides background on the Project development to date, current Phase IIB status, and discussion of two (2) funding options.

#### **DISCUSSION**:

#### **Background**

The Project consists of replacing the Juvenile Hall campus at 1420 Natividad Road, Salinas (38,949 sq. ft., three [3] buildings) with a new campus. The Project is partially funded through a State SB81 Local Youthful Offender Rehabilitative Facilities Construction lease revenue bond. The SB81 financing included a 3-year construction completion requirement to sell the State bonds. After completing Phase I in August 2020, the State Department of Public Works Fall Bond Sale took place on or about October 2020; therefore, the SB81 Bond Sale requirement has been met. Probation staff have moved into five (5) buildings (new administration building, refurbished dormitory, two [2] new housing units, and new gym and classrooms). The remaining Phase IIB scope provides facilities required by Board of State and Community Corrections (BSCC) to meet Title 24 standards, including an outdoor recreation area, modular storage unit and final site security, lighting and fencing.

The Project was bid as a single construction project. To accommodate Probation operations during construction and to address circumstances that required a Project descope (Phase II descope) due to financing and corresponding SB81 funding deadlines, the scope of work has been implemented in two (2) construction phases. Phase I consisted of five (5) buildings. Buildings 1A and 1B are standard 30-bed housing units. Building 4 is the Administration Building for staff, youth processing, visitation, and medical services. Building 6 is a school building with a gym, classrooms, and staff support offices. Building 7 is a renovated existing 30-bed dormitory unit. Phase I work, consisting of Buildings 1A, 1B, 4, 6, and 7, parking lot, and partial site work as noted in the Plans and Specifications, is now complete and occupied.

Phase IIA consisted of demolishing the existing Juvenile Hall and gym, a small amount of work on Building 7 (Dormitory) where the building connected to the existing facility, and rough grading site work in the Phase IIB area. Phase IIA was completed by Zovich & Sons Inc., dba Zovich Construction (Zovich).

Phase IIB consists of completing the secure outdoor recreation area and courtyard, sally port driveway, modular/portable building for institutional storage, security fencing, and perimeter wall around the remaining courtyard. The perimeter wall will utilize Concrete Masonry Unit (CMU) block left over from the Phase II descope. Prior to descope, Phase IIB also included Buildings 2 (High Security Housing) and 5 (Kitchen and Support Facilities). The storage unit procurement was completed through a federal Government Services Administration (GSA) contract, which provides a twenty-five percent (25%) discount to state and local governments. Precision Construction Services (Precision) provided interim stormwater management services for the site. These services have now been transferred to Granite Construction Company, Inc. (Granite). The County has enlisted Granite and Newton Construction & Management, Inc. (Newton) through the County's Job Order Contracting (JOC) Program to complete Phase IIB.

#### **Project Schedule and Status**

Current Project Schedule (Descoped)

Notice to Proceed: April 24, 2017 Phase I Complete: August 2020 Transition into Phase II: August 2020 Begin Phase II: September 2020 Finish Phase IIA: January 2021

Phase IIB Completion: December 2021 (Schedule is dependent on California State Fire Marshall

[CSFM] review and approval, and site conditions.)

#### Phase II Status:

- The Project site is under the control of Granite and Newton for completion of Phase IIB work.
- Initial proposals received mid-July.
- Phase IIB plans are approved by the County Building Official and City of Salinas Fire.
- Final Phase IIB drawings were delivered to CSFM in early March. Initial plan review comments from CSFM were received in early May. Initial CSFM comments were addressed, and plans were resubmitted. Additional CSFM comments were received on August 8, 2021 requiring additional fire water flow testing. Staff is coordinating testing with CalWater as required by CSFM. Test results will be submitted to CSFM so Phase IIB can receive final design approval.
- Phase IIA site work warranty corrections are in progress.
- Final site design resubmittal is being reviewed by the State of California Board of State and Community Corrections (BSCC). Final site walk and approval occurs after construction is complete.
- Trenching, storm and water line installation is underway.
- Mobile storage unit is ready for delivery pending site readiness.

#### **Project Budget and Projected Costs**

At the time of descope, the estimated Project budget was \$61,931,391, including a \$1,794,739 contingency to cover actual design and construction costs in Phase IIB since final drawings had not been prepared and sub-contractor proposals had not been received. Prior to receiving Phase IIB proposals, contingencies allocated to Phase IIB were redirected to pay for increased Phase I and IIA change orders, claims settlement and descope surplus material costs. As a result, Phase IIB requires additional funding to cover the actual JOC proposals. Potential funding sources were reviewed with the CAO. The Project is not eligible for American Rescue Plan Act (ARPA) funds. Fund 478 - Building Improvement and Replacement Fund is allocated to the 331 N. Sanborn Integrated Health Center project. As a result, the recommendation is to consider General Fund Contingencies to fund this request.

After Staff review of the proposal line items to identify potential cost savings, the projected Project costs still exceed available Project funding by approximately \$936,000. The higher sub-contractor proposal costs are a result of more complex site work and trenching required to accommodate the descope site plan as well as increased unit costs to procure construction materials.

#### Projected Costs at Time of Descope

- Construction Costs:

\$45,148,400

| - Soft Costs:                                         | \$14,328,893 |
|-------------------------------------------------------|--------------|
| - Contingency to Cover Additional Costs:              | \$ 1,794,739 |
| Descope Project Budget/Funding:                       | \$61,272,032 |
| - Materials Billing Funding (Phase I/IIA Settlement): | \$ 659,359   |
| Current Project Budget:                               | \$61,931,391 |

#### Current Projected Costs (No Contingency)

| - Projected Construction Costs: | \$49,794,235 |
|---------------------------------|--------------|
| - Projected Soft Costs:         | \$13,073,011 |
|                                 | \$62,867,246 |

| Option 1: Minimum Funding Shortfall:                   | \$   | 935,855  |
|--------------------------------------------------------|------|----------|
| Option 2: Funding Shortfall w/ 10% Const. Contingency: | \$ 1 | ,240,210 |

#### **Funding Options**

#### Option 1: Funding for JOC Proposals Only (\$935,855)

Funding the \$935,855 shortfall would put the total Project budget at \$62,867,246. This would cover all proposed JOC costs and projected soft costs through the end of the Project, currently projected to be December 31, 2021. However, at this level of funding, there is no Project contingency to cover unanticipated factors such as site conditions, CSFM requirements, etc. Any additional costs would require additional funding requests. This option risks stopping work while a funding request is processed and presented to the Board for approval should unanticipated Project requirements arise.

#### Option 2: JOC Funding + 10% Const. Contingency (\$1,240,210)

It is standard practice to include at least a ten percent (10%) contingency for all construction projects. This option would fund a 10% contingency for the remaining Phase IIB construction work. All unused funds after the Project is complete would be returned to the funding source. This option would allow staff to keep the Project moving forward through unanticipated impacts.

#### **OTHER AGENCY INVOLVEMENT:**

On July 27, 2021, staff informed the Budget Committee of the funding shortfall realized as a result of the submitted JOC proposals. A funding request was not made at the time, as staff was still reviewing the proposals to identify potential savings. Staff has coordinated with the County Administrative Office to identify potential funding sources. Public Works, Facilities and Parks (PWFP) and the Probation Department continue to work jointly with the BSCC to meet all State requirements to maintain the conditional award for the grant funding. State Water Resources Control Board and CSFM construction phase inspections will continue throughout the construction duration.

#### FINANCING:

The Board of Supervisors approved descope Project budget is \$61,272,032, which consists of a State SB81 Local Youthful Offender Rehabilitative Facilities Construction lease revenue bond of \$35,000,000, State required minimum County match of \$3,500,000, and additional County funding of \$22,772,032 for a total County funding commitment of \$26,272,032. An additional \$659,359 in

County matching funds to cover materials billings as part of the Zovich settlement brings the total Project budget, less claims, to \$61,931,391.

To date, the County has invoiced the maximum ninety-five percent (95%) of the \$35,000,000 SB81 funding allowed prior to Project completion. Staff is tracking cumulative eligible expenditures for the total \$35,000,000. Most of the remaining eligible costs occurred during Phase IIA. As explained above, potential funding sources were reviewed with the CAO; the recommendation is to consider General Fund Contingencies to fund this request. If approved, General Fund Contingencies funds would be reduced from \$1,668,646 to \$428,436.

#### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Provision of a New Juvenile Hall facility supports the Board of Supervisors Administration, Infrastructure, and Public Safety Strategic Initiatives by enhancing the safety of County staff, facility occupants, and the public.

|   | Economic | Deve | lopment |
|---|----------|------|---------|
| - |          |      | 1       |

X Administration

\_\_ Health & Human Services

X Infrastructure

X Public Safety

Prepared by: Florence Kabwasa-Green, Project Manager III (831) 755-4805

Reviewed by: Lindsay Lerable, Chief of Facilities

Tom Bonigut, PE, Interim Assistant Director of Public Works, Facilities & Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE,

Director of Public Works, Facilities & Parks Kandul Suit

Attachments:

Attachment A: Resolution

# Attachment A

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

| Adopt a resolution to:                          | ) |
|-------------------------------------------------|---|
| a. Receive a status report on the New Juvenile  | ) |
| Hall, Project 8811 (Project);                   | ) |
| b. Authorize a Project budget increase of up to | ) |
| \$1,240,210 for Phase IIB construction costs;   | ) |
| c. Authorize and direct the Auditor-Controller  | ) |
| to amend the FY 2021-22 Adopted Budget by       | ) |
| increasing appropriations in the General Fund,  | ) |
| Fund 001, Other Financing Uses Budget Unit      | ) |
| 8038, Appropriation Unit CAO017, by             | ) |
| \$1,240,210, funded by a decrease in General    | ) |
| Fund, Fund 001, Contingencies, Appropriation    | ) |
| Unit CAO020 (4/5ths vote required); and         | ) |
| d. Authorize and direct the Auditor-Controller  | ) |
| to amend the FY 2021-22 Adopted Budget by       | ) |
| increasing appropriations and operating         | ) |
| transfers in by \$1,240,210 for Facility Master | ) |
| Plan Projects, Fund 404, Appropriation Unit     | ) |
| PFP057, financed by an operating transfer out   | ) |
| from General Fund, Fund 001, Other              | ) |
| Financing Uses Budget Unit 8038,                | ) |
| Appropriation Unit CAO017 (4/5ths vote          | ) |
| required).                                      | ) |

Resolution No.:

WHEREAS, on August 26, 2014 the Board of Supervisors approved the Scope, Cost and Schedule for the New Juvenile Hall (Project), with an initial total Project budget of \$52,791,824;

WHEREAS, on June 9, 2020 the County Board of Supervisors adopted a resolution to approve a change of scope (Descope) to the Project which implemented construction in Phases I, IIA and IIB, with a Project budget of \$61,272,032;

WHEREAS, this Descope was approved by the Board of State and Community Corrections (BSCC) on June 11, 2020 and the State Public Works Board on July 13, 2020;

WHEREAS, on March 9, 2021 the County Board of Supervisors approved additional funding related to Phase I and Phase IIA costs, bringing the approved Project budget (less claims) to \$61,931,391;

WHEREAS, an increase of \$1,240,210 is required to fund additional construction and consultant costs for Phase IIB will result in a revised Project budget of \$62,867,246.

NOW THEREFORE BE IT RESOLVED, by the Monterey County Board of Supervisors that said Board does hereby:

- a. Receive a status report on the New Juvenile Hall, Project 8811 (Project);
- b. Authorize a Project budget increase of up to \$1,240,210 for Phase IIB construction costs;
- c. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations in the General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017, by \$1,240,210, funded by a decrease in General Fund, Fund 001, Contingencies, Appropriation Unit CAO020 (4/5ths vote required); and
- d. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations and operating transfers in by \$1,240,210 for Facility Master Plan Projects, Fund 404, Appropriation Unit PFP057, financed by an operating transfer out from General Fund, Fund 001, Other Financing Uses Budget Unit 8038, Appropriation Unit CAO017

|                                | D on this day of, upon motion of Supervison nded by Supervisor, by the following vote, to-wit:                                                                                                      |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AYES:<br>NOES:                 |                                                                                                                                                                                                     |
| ABSENT:                        |                                                                                                                                                                                                     |
| hereby certify that the forego | e Board of Supervisors of the County of Monterey, State of California ing is a true copy of an original resolution of said Board of Supervisor the minutes thereof of Minute Bookfor the meeting or |
| Dated:                         | Valerie Ralph, Clerk of the Board of Supervisors<br>County of Monterey, State of California                                                                                                         |
|                                | By, Deputy                                                                                                                                                                                          |



# **Monterey County**

## Item No.44

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

September 14, 2021

## **Board Report**

Legistar File Number: 21-792

Introduced: 9/10/2021 Current Status: Draft

Version: 1 Matter Type: General Agenda Item

## SUPPLEMENTAL

#### Add to 1:30 P.M. - Scheduled Matters

16.1 Consider introducing and setting for adoption on September 21, 2021 an ordinance requiring the use of face coverings indoors by all persons over the age of two (2) regardless of vaccination status, with limited exceptions.